



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

APRIL 16, 2019

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 Sheila Turner of A Touch of HIS Hem Ministries
2. Pledge of Allegiance
3. Roll Call

B. CITY RECOGNITION

4. Mary Wittmeyer - 35 Year Pin

C. CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only
6. Agenda Approval
7. Approval of Minutes
 - a. April 2, 2019 - Regular City Council Meeting
8. Bid Awards and Contract Items
 - a. Approval of the award of ITB #19-06 to G&G Outdoors for Hunt Club Lease, subject to approval and execution of the Lease
9. Resolution No. 19-13 - amending Resolution 18-18 to approve a Conservation Easement for additional wellfield lands for Gopher Tortoise Mitigation, including the conservation and management plan dated September 10, 2018
10. Approval of Fee Reduction Request from Andy Clark, Westport Storage LTD., relating to the 5th Amendment to the Westport Storage and Office Park PCD Master Development Agreement
11. Approval of the Proposed Maplewood Mobile Estates Subdivision License Agreement (1000 Chamberlin Blvd.)

12. Approval of Miscellaneous Accounts Receivable Write-off

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

E. COUNCIL COMMENTS

13. Comments/Concerns from Council Members

F. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

14. General Employees' Retirement Plan - David Leonard

G. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

15. Citizen Advisory Committee for TPO

16. Environmental Advisory Board Appointments (X2)

H. PUBLIC HEARING

17. Second Reading - Ordinance No. 2019-6 - Amending Chapter 54 for relating to the General Employee Retirement Systems participation and 401(a) Plan contributions

18. Second Reading - Ordinance No. 2019-14 - First Amendment to the Catfish Commons Planned Commercial Development (PCD) Master Development Agreement (MDA) and Conceptual Development Plan (CDP), Case No. 19-40000001

19. Second Reading - Ordinance No. 2019-15 - LDC Amendment/Chapter 9, Article, II (Case No. 19-25000001)

20. Second Reading - Ordinance No. 2019-16 – Fifth Amendment to the Westport Storage and Office Park PCD Master Development Agreement (Case No. 19-40000002)

21. FY2018 Audit (CAFR)

I. ADDITIONAL ITEMS

22. City Attorney

23. City Manager

J. COUNCIL COMMITTEE REPORTS

24. City Council Committee Reports

a. Arthaus

b. First Step

c. Port Orange/South Daytona Chamber of Commerce

d. Roundtable of Elected Officials

K. 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
APRIL 2, 2019

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 by Pastor Ken Sharp of High Point Pentecostal Church

Pledge of Allegiance

Roll Call Present: Interim Council Member Jack Wiles
 Councilman Drew Bastian
 Councilman Scott Stiltner
 Vice Mayor Chase Tramont
 Mayor Donald Burnette

 Also Present: City Manager Jake Johansson
 Deputy City Attorney Matthew Jones
 City Clerk Robin Fenwick

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

Robert Reinhagen, citizen, expressed his concerns regarding the fee waiver being requested in Item #7. He asked Council to remove the item from Consent and deny it.

Savannah Weaver, citizen, also spoke regarding Item #7 and doesn't support approval.

5. Agenda Approval

Motion to approve the agenda with the addition of Item #10a, Presentation of Proclamations was made by Vice Mayor Chase Tramont and Seconded by Councilman Drew Bastian. Motion carried unanimously by voice vote.

6. Approval of Minutes

- a. February 26, 2019 - Special City Council Meeting
- b. March 5, 2019 - Regular City Council Meeting

- 7. Approval of Fee Reduction Request from ICI Homes relating to the Second Amendment to the Woodhaven PUD Master Development Agreement and Conceptual Development Plan
- 8. Resolution No. 19-12 - Mayor's Golf Tournament Fees
- 9. Approval of Revised FY20 Budget Calendar

10. Approval of the Fee Matrix for the American Cancer Society for Relay for Life

Motion to approve the Consent Agenda as presented was made by Vice Mayor Chase Tramont and Seconded by Councilman Jack Wiles. Motion carried unanimously by roll call vote.

Item #10a – Presentation of Proclamations

Mayor Burnette read the Water Conservation Proclamation and presented a proclamation on Child Abuse Awareness.

CITIZEN PARTICIPATION (Non-Agenda – 20 minutes)

Mr. Reinhagen spoke regarding the rules for agenda items. He doesn't believe Council should consider items not listed on the agenda.

Matt Roberts, citizen, discussed his concerns regarding pedestrian safety and accessible pedestrian signals. Jake Johansson, City Manager, addressed the project list and TPO applications that include ADA concerns addressed. Sidewalks are currently being reviewed by a company for ADA compliance.

COUNCIL COMMENTS

11. Comments/Concerns from Council Members

Councilman Scott Stiltner thanked Port Orange Community Trust and Staff for the Spring Fair last weekend. He spoke regarding the fee waivers that have been requested and explained his perspective.

Councilman Drew Bastian also thanked POCT and Staff for the Spring Fair.

Vice Mayor Chase Tramont recognized National Autism Day by reading information on the history.

Councilman Jack Wiles asked about parking regulations in neighborhoods (crossing the sidewalks and street parking.) Mr. Johansson explained the different rules that govern parking in neighborhoods. Councilman Jack Wiles discussed the proposed Halifax Road trail and asked if a time out would be appropriate. Mr. Johansson expressed his concerns with the current status of the proposed project and would like Council to hold a workshop with citizens. He suggested a workshop in May.

Mayor Don Burnette asked the City Manager to monitor the campaign signs through Code Enforcement. He also thanked POCT for their efforts and for the recognition they provided for the late Bob Ford.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

12. Report from KemperSports on the Cypress Head Golf

Bob Duquette, General Manager, provided the quarterly update. He discussed the course conditions. They have plans in place to correct the issues with the greens.

PUBLIC HEARING

13. Second Reading - Ordinance No. 2019-11 - Woodhaven PUD/Small-Scale Comprehensive Plan Future Land Use Amendment (Case No. 18-20000007)

Mayor Burnette read Ordinance No. 2019-11.

ORDINANCE NO. 2019-11

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 +/-6.3 ACRES FROM CONSERVATION TO MIXED-USE CENTER; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-11 was made by Vice Mayor Chase Tramont and Seconded by Councilman Drew Bastian. Motion carried unanimously by roll call vote.

14. Second Reading - Ordinance No. 2019-12 - Second Amendment to the Woodhaven PUD Master Development Agreement and Conceptual Development Plan (Case No. 18-40000003)

Mayor Burnette read Ordinance No. 2019-12.

ORDINANCE NO. 2019-12

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA APPROVING THE SECOND AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT (PUD) MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN (CDP); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-12 was made by Vice Mayor Chase Tramont and Seconded by Councilman Drew Bastian. Motion carried unanimously by roll call vote.

15. First Reading - Ordinance No. 2019-14 - First Amendment to the Catfish Commons Planned Commercial Development (PCD) Master Development Agreement (MDA) and Conceptual Development Plan (CDP), Case No. 19-40000001

Mayor Burnette read Ordinance No. 2019-14.

ORDINANCE NO. 2019-14

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR CATFISH COMMONS PLANNED COMMERCIAL DEVELOPMENT AND CONCEPTUAL DEVELOPMENT PLAN FOR APPROXIMATELY +/- 1.53 ACRES GENERALLY LOCATED AT 4085 RIDGEWOOD AVENUE AND 4108 HALIFAX DRIVE; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-14 was made by Vice Mayor Chase Tramont and Seconded by Councilman Drew Bastian.

Penelope Cruz, Planning Manager, provided details of the amendment request as well as a fee waiver being requested for future potential zoning changes.

Brendan Galbreath, applicant, spoke regarding the term of the tenant of the residence being proposed and answered questions from Council.

Mr. Reinhagen spoke regarding his concerns with the project.

Paul Rozar, citizen, discussed his concern regarding the tenant of the proposed residence. He suggested the tenant register with the City.

Motion carried unanimously by roll call vote.

16. First Reading - Ordinance No. 2019-15 - LDC Amendment/Chapter 9, Article, II (Case No. 19-25000001)

Mayor Burnette read Ordinance No. 2019-15.

ORDINANCE NO. 2019-15

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 9, RELATING TO UPDATING REQUIREMENTS FOR TREE SURVEY AND TREE MITIGATION PAYMENT REQUIREMENTS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-15 was made by Councilman Drew Bastian and Seconded by Vice Mayor Chase Tramont.

Tim Burman, Community Development Director, discussed the LDC amendment being requested. The Environmental Advisory Board discussed and approved the changes being presented. Mr. Burman answered questions from Council.

Motion carried 3-2 by roll call vote with Councilman Jack Wiles and Vice Mayor Chase Tramont voting no.

17. First Reading - Ordinance No. 2019-16 – Fifth Amendment to the Westport Storage and Office Park PCD Master Development Agreement (Case No. 19-40000002)

Mayor Burnette read Ordinance No. 2019-16.

ORDINANCE NO. 2019-16

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE FIFTH AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR WESTPORT STORAGE AND OFFICE PARK PLANNED COMMERCIAL DEVELOPMENT (PCD) AND CONCEPTUAL DEVELOPMENT PLAN FOR APPROXIMATELY +/-12.432 ACRES GENERALLY LOCATED AT 1415-5889, 5895, 5898 WILLIAMSON BOULEVARD; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-16 was made by Vice Mayor Chase Tramont and Seconded by Councilman Drew Bastian.

Ms. Cruz discussed the amendment being requested.

Motion carried unanimously by roll call vote.

REGULAR AGENDA

18. First Reading - Ordinance No. 2019-6 - Amending Chapter 54 for relating to the General Employee Retirement Systems participation and 401(a) Plan contributions

Mayor Burnette read Ordinance No. 2019-6.

ORDINANCE NO. 2019-6

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 54, ARTICLE VI, RELATING TO THE 2003 GENERAL EMPLOYEES' RETIREMENT SYSTEM; AMENDING THE CODE SECTIONS 54-147 AND 54-162; PROVIDING FOR PENSION PARTICIPATION AND CONTRIBUTIONS PURSUANT TO PLAN DOCUMENTS FOR EACH 401(a) AND 457 PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2019-6 was made by Vice Mayor Chase Tramont and Seconded by Councilman Drew Bastian.

Jamie Miller, Administrative Services Director, explained the revisions proposed.

Motion carried unanimously by roll call vote.

19. Authorization to submit the proposed project list for the River to Sea TPO 2019 Transportation Improvement Program Priority List

Motion to approve the list with the above changes was made by Vice Mayor Chase

Tramont and Seconded by Councilman
Jack Wiles.

Mr. Burman discussed the projects being proposed. ADA compliance and enhancements are included in the project applications.

1. Eastbound Taylor Road right-turn lane and pedestrian improvements at Spruce Creek Elementary;
2. Extend existing left-turn lanes along Dunlawton Avenue;
3. Williamson Boulevard and Willow Run Boulevard sidewalks;
4. Northbound Clyde Morris Boulevard right-turn lane at Reed Canal Road;
5. Northbound Clyde Morris Boulevard right-turn lane at Madeline Avenue;
6. Northbound Clyde Morris Boulevard right-turn lane at Herbert Street;
7. Southbound Clyde Morris Boulevard right-turn lane at Madeline Avenue;
8. Southbound Clyde Morris Boulevard right-turn lane at Willow Run Boulevard;
9. Southbound and northbound Yorktowne Boulevard right-turn lanes at Dunlawton Avenue; and
10. Taylor Branch Road improvements, and eastbound and westbound Taylor Road right-turn lanes at Boggs Ford Road and Yorktowne Boulevard.

Councilman Scott Stiltner reminded Council there will be a City match with these types of projects as well as unforeseen issues.

Council supported the projects listed.

Motion carried unanimously by roll call
vote.

20. FY2018 Audit (CAFR)

This item was removed from the agenda prior to the meeting and is expected to be rescheduled for the April 16, 2019 City Council meeting.

ADDITIONAL ITEMS

21. City Attorney

There was nothing further.

22. City Manager

Mr. Johansson provided an overview of the process for evaluation of the City Manager's performance that was used last year and asked Council to discuss the process to be used this year. Mayor Don Burnette asked that the evaluation form be provided for guidance.

COUNCIL COMMITTEE REPORTS

23. City Council Committee Reports

- a. River to Sea TPO - Councilman Stiltner provided an update.
- b. General Employees' Pension Board - Councilman Stiltner provided an update.
- c. First Step Shelter - Vice Mayor Tramont provided an update and asked Council for clarification and consensus on how to spend the funds. Mayor Don Burnette suggested this be added to the next agenda for further discussion.
- d. Port Orange/South Daytona Chamber of Commerce - Mayor Burnette provided an update.
- e. Arthaus – An assignment is needed from Council.

ADJOURNMENT – 8:37 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, CMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 4/16/2019

Consent item: Yes

SUBJECT: (C8a) Approval of the award of ITB #19-06 to G&G Outdoors for Hunt Club Lease, subject to approval and execution of the Lease

DEPARTMENT: City Manager

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve, subject to the execution of the lease documents within 10 days after receipt, for ITB # 19-06, Hunt Club Lease for G&G Outdoors for an annual total of \$185,331.78, of which \$137,536.96 is the City's portion; to authorize the City Manager and City Attorney to finalize the lease documents consistent with the ITB #19-06 and to authorize the mayor and city clerk to execute the final documents.

SUMMARY: The City of Port Orange and Volusia County have leased lands bordered by I-4, Tomoka Farms Road and Pioneer Trail since at least 1995. Lessees use the area "for recreational, non-commercial hunting and fishing in strict accordance with the laws of the State of Florida and the United States of America." Hunting in this area is necessary to control feral hog, wild turkey, and deer populations as a requirement of the City's state and federal permits for the mitigation bank areas included on this property. The current lease expires on July 31, 2019 and was a one-year extension to a prior lease with the Smokey Hunt Club. In order to obtain competitive bids going forward the County and City decided to put the lease out for bid. We received two responsive and responsible bids from G&G Outdoors and Smokey Hunt Club. As shown in the attached documents, G&G Outdoors provided the highest proposed annual rent at \$185,331.78. Based on the acres owned by the City, Port Orange would receive \$137,536.96 of this total annually.

This year, the city received \$97,442.18. If approved, this would result in a 5 year lease with 2, 1-year renewal options. The Invitation to Bid (ITB) was released on February 12, 2019, the bids were opened on March 19th, and the selection committee met on March 29th. The Committee's recommendation was to award the bid to G&G Outdoors pending the results of additional references checks. Staff completed four additional references checks, which all provided very positive feedback about G&G outdoors.

Staff is recommending award to G&G Outdoors in concert with the selection committee recommendation. If approved by the City Council, staff will prepare a lease document for approval by all parties.

Project No.: Funding Account No.: 420-000-362-0000

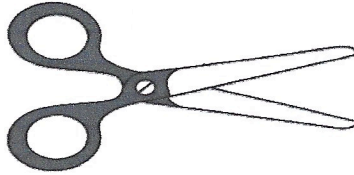
Presenter: Alan Rosen

ATTACHMENTS:

1.	FINAL ITB 19-06 G&G OUTDOORS	FINAL ITB 19-06 G&G OUTDOORS.pdf
2.	FINAL ITB 19-06 SMOKEY HUNT CLUB	FINAL ITB 19-06 SMOKEY HUNT CLUB.pdf
3.	ITB 19-06 Hunt Club Lease FINAL	ITB 19-06 Hunt Club Lease FINAL.pdf
4.	ITB 19-06 HUNT CLUB LEASE Tabulation Sheet	ITB 19-06 HUNT CLUB LEASE Tabulation Sheet.pdf

Alan Rosen	Created/Initiated - 3/22/2019
Julia Wiggins	Approved - 3/22/2019
Lynn Stevens	Approved - 3/29/2019
Kynah Cockcroft	Approved - 4/1/2019
Scott Neils	Approved - 4/2/2019
Margaret Roberts	Approved - 4/4/2019
Jake Johansson	Approved - 4/5/2019
Robin Fenwick	Final Approval - 4/5/2019

Cut along the outer border and affix this label to the outside of your sealed bid envelope/package to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.



SEALED BID • DO NOT OPEN	
SEALED BID NO.	ITB #19-06
BID TITLE:	HUNT CLUB LEASE
DUE DATE/TIME:	March 19, 2019 at 2:30 P.M.
SUBMITTED BY:	G & G Outdoors, LLC (Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: David Van Valkenburgh Purchasing Agent Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	 (To be stamped by Clerk's Office)

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 – Statement of Vendor's Qualifications
- ☒ Form 7.8 – Professional References for Previous Experience
- ☒ Form 7.9 – Local Business Acknowledgement of Eligibility
- ☒ Form 7.10 – Affidavit for Vendor Background
- ☒ Attachment 1 – Bid Proposal
- ☒ Attachment 2 – ORDINANCE NO. 2019-3
- ☒ Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or flash drive) version in PDF format.

BY:

G+G Outdoors, LLC
Name of Business

Orlando Gelli
Authorized Signature

3/17/19
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):

G#G Outdoors, LLC

NAME OF BUSINESS

Ander Goiriena

AUTHORIZED SIGNATURE

Ander Goiriena, Owner

NAME, TITLE, TYPED

47-1160895

FEDERAL IDENTIFICATION #

4059 Quail Nest Ln.

MAILING ADDRESS

New Smyrna Beach, FL 32168

CITY, STATE & ZIP CODE

386-631-4008

TELEPHONE NUMBER / FAX NUMBER

ggoutdoorsllc@gmail.com

E-MAIL ADDRESS

STATE OF FLORIDA COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this day of MARCH 17th, 2019 by Ander Goiriena, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

[Signature]
Notary Public

This document must be completed and returned with your Submittal.



RONALD S. STEGER
MY COMMISSION # FF 241442
EXPIRES: July 2, 2019
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: 3/12/19 Addendum # _____ Date: _____
Addendum # _____ Date: _____ 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."

G4G Outdoors, LLC
Name of Business

By: Ander Goiriena
Printed Name: Ander Goiriena
Title: Owner

STATE OF FLORIDA
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 17th day of March 2019
Ander Goiriena by Owner
(NAME) as (TITLE)
G4G Outdoors, LLC and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

- ☒ is personally known to me; or
☐ has produced _____ as identification.



RONALD S. STEGER
MY COMMISSION # FF 241442
EXPIRES: July 2, 2019
Bonded Thru Budget Notary Services

[Signature]
Notary Public, State of FLORIDA
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

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.

G4G Outdoors, LLC
Name of Business
By: [Signature]
Printed Name: Ander Gairriena
Title: Owner

STATE OF FLORIDA
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 17th day of MARCH, 2019, by
Ander Gairriena, as owner of
(NAME) (TITLE)
G4G Outdoors, LLC 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


RONALD S. STEGER
MY COMMISSION # FF 241442
EXPIRES: July 2, 2019
Bonded Thru Budget Notary Services
[Signature]
Notary Public, State of FLORIDA
Printed, typed or stamped name, commission and expiration:

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 Ander Goiriena, who, being by me first duly sworn, made the following statement:

1. The business address of G*G Outdoors, LLC (name of Offeror or business) is 4059 Quail Nest Lane, New Smyrna Beach, FL 32168.
2. My relationship to G*G Outdoors, LLC (name of Offeror or business) is owner/president (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.)

G*G Outdoors, LLC
Name of Business

By: Ander Goiriena
Printed Name: Ander Goiriena
Title: owner

STATE OF Florida
COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 17 day of MARCH, 2019, by Ander Goiriena, as owner of G*G Outdoors, LLC and who:

[Notary: Please select one]

- ☒ is personally known to me; or
☐ has produced _____ as identification.



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

This document must be completed and returned with your Submittal

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: G & G Outdoors, LLC

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

PRINTED SIGNATURE: Ander Goiriena

TITLE: Owner

ADDRESS: 4059 Quail Nest Lane, New Smyrna Beach

CITY: STATE: FL ZIP CODE: 32168

TELEPHONE: ~~FAX~~: 386-631-4008

COMPLETION TIME: March 17, 2019

F.E.I.N. NUMBER: 47-1160895

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): _____

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF VENDOR’S QUALIFICATIONS

The City shall conduct a background check and criminal history record inspection for the Bidder access qualifications. The term Bidder as contained in this paragraph shall include the following: all individuals acting as a sole proprietor, all partners in a partnership, all managers in a limited liability corporation, all corporate officers, directors, and any employees, including leased employees of the Bidder. The City shall conduct the inspection of the Bidders record after the submittal of the bid proposals. The Bidder who seeks access to the hunt lease premises shall meet the qualifications described herein throughout the bid process and the term of the lease. A Bidder who has a record of conviction for criminal conduct, a nolo contendere plea for a criminal charge, or reduced plea for a criminal charge shall be disqualified.

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent to the following:

ITB #19-06 HUNT CLUB LEASE _____

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General scope and character of work performed by your company.
- H. Have you ever failed to complete any work awarded to you? If so, where and why?
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ _____

- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

G & G Outdoors, LLC

Name of Business

By: [Signature]

Printed Name: Ander Goiriena

Title: Owner

STATE OF FLORIDA

COUNTY OF Volusia

Sworn to (or affirmed) and subscribed before me this 17 day of March, 2019, by
Ander Goiriena, as owner
of G & G Outdoors, LLC and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



RONALD S. STEGER
MY COMMISSION # FF 241442
EXPIRES: July 2, 2019
Bonded Thru Budget Notary Services

[Signature]
Notary Public, State of FLORIDA

Printed, typed or stamped name, commission
and expiration:

This document must be completed and returned with your Submittal

FORM 7.7

- A. G&G Outdoors, LLC
- B. 4059 Quail Nest Lane, New Smyrna Beach, FL 32168
- C. January 11, 2016
- D. New Smyrna Beach, Volusia County, FL
- E. 3+ Years
- F. n/a
- G. Grounds keeping
- H. No
- I. No
- J. n/a
- K. 3038E John Deere Tractor
Kawasaki Teryx
Commercial Grade John Deere Mower
(miscellaneous equipment for road/fence maintenance)
- L. Recreational Lease with Weyerhaeuser (previously Plum Creek) Listed on reference page
- M. Ander Goiriena, 15+ years experience in grounds keeping/maintenance work. Owns and maintains acreage in North GA used for recreational purposes. Avid sportsman who has participated in multiple quota hunts in the states of Florida and Georgia. Up to date with rules and regulations enforced by the FWC.
- N. \$200,000.00 +/-
- O. Wells Fargo, New Smyrna Beach, FL
- P. Yes

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide at least one (1), but preferably three (3) current and correct references from clients for similar services.

1. Company Name: Weyerhaeuser
Contact Person: Tricia Kaye
City, State: Folkston, GA
Telephone Number: 855-248-6872
Email Address: atlanticadmin@weyerhaeuser.com
Description of goods or
Services provided: Hunt Lease
Contract Amount: \$7,166.12
Start/End Date of Contract: 9/20/15 - 5/31/16
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

FORM 7.9 – LOCAL BUSINESS ACKNOWLEDGEMENT 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 # 19-06BUSINESSNAME: G4G Outdoors, LLCCONTACTPERSON/TITLE: Ander Gairiena, OwnerMAILING ADDRESS: 4059 Quail Nest Ln.CITY-STATE-ZIP: New Smyrna Beach, FL 32168Length of Time at Address Provided: 10+ yearsPhysical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☒ The City of Port Orange ☒ Volusia County ☒ The State of Florida

FEIN (Federal Employer Identification Number): _____

BUSINESS STRUCTURE: ☐ Corporation ☒ LLC ☐ Partnership ☐ Sole Proprietorship☐ Other (Specify): _____PHONE NUMBER: 386-631-4008

FAX: _____

EMAIL: ggoutdoorsllc@gmail.com****Please attach the following:****Valid business tax receipt****other supporting documentation******Acknowledgement for Local Preference**

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared Ander Gairiena who, after being sworn according to law, stated that he or she was authorized to represent G4G Outdoors, LLC and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

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 highest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the highest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the highest 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.

(Form 7.9 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

[Signature]

SIGNATURE OF NOTARY PUBLIC

THIS 17 DAY OF March, 20 19

My Commission Expires: _____



NOTARY SEAL

RONALD S. STEGER
MY COMMISSION # FF 241442
EXPIRES: July 2, 2019
Bonded Thru Budget Notary Services

[Signature]

SIGNATURE OF AFFIANT

DATE

Ander Goiriena / Owner

PRINTED NAME OF AFFIANT / TITLE

G4G Outdoors, LLC

COMPANY

This document must be completed and returned with your Submittal



"ATTACHMENT 1" LEASE FEE PROPOSAL FORM

CITY OF PORT ORANGE

ITB # 19-06

HUNT CLUB LEASE

Completed Attachment 1 Lease Fee Proposal Form **MUST** be included with Bid Submission

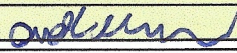
Instruction to save Attachment from DemandStar website:

Perform "File Save As" and save spreadsheet to your computer.

Fill in

pricing in highlighted cells, preferably electronically.

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

NAME OF BUSINESS:	G&G Outdoors, LLC
CONTACT PERSON:	Ander Goiriena
EMAIL ADDRESS:	ggoutdoorsllc@gmail.com
AUTHORIZED NAME:	Ander Goiriena
AUTHORIZED SIGNATURE:	

LEASE FEE PROPOSAL

ITEM #		1 YEAR ANNUAL TOTAL PAID IN ADVANCE		
1	Lease proposal with dogs Base Rent LESSEE shall pay to LESSOR on the 1st day of August 2019 during the first Term and successively on the 1st day of August for any Renewal Term, Base Rent in the amount of	\$185,331.78		
2	Lease proposal without dogs Base Rent LESSEE shall pay to LESSOR on the 1st day of August 2019 during the first Term and successively on the 1st day of August for any Renewal Term, Base Rent in the amount of	\$49,356.00		

AWARD: THIS BID WILL BE AWARDED TO THE HIGHEST, RESPONSIVE, RESPONSIBLE BIDDER

Note: Dog hunting is allowed for feral hogs regardless of the bid provided above

ORDINANCE NO. 2019-3

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2, SECTION 2-275 TO ESTABLISH A NEW SUB-SECTION REGARDING APPLICATION OF THE LOCAL PURCHASING PREFERENCE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is City Council's intent to clarify the application of Section 2-275 as it relates to revenue-generating solicitations issued by the City of Port Orange; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strike through (~~strike-through~~) type shall constitute deletions from the original text.

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

SECTION 1: Chapter 2, Article VI, Division 2, Section 2-275 of the Code of Ordinances, City of Port Orange, is hereby amended, in part, to read as follows:

Chapter 2 -

ADMINISTRATION

ARTICLE VI. - FINANCE

DIVISION 2. - PURCHASE AND SALE

**PROCEDURE Sec. 2-275. - Local Purchasing
Preference.**

(a) - (b) [*Remain Unchanged*]

(c) *Local preference process.* 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:

(1) Competitive bids when seeking lowest and best responsible bid.

- a. Except as set forth in subsection (2), this subsection (1) shall apply to City solicitations for formal bidding procedure in accordance with 2-262, Code of Ordinances.
- b. *Port Orange business.* In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent 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 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.
- c. *Volusia County business.* In any competitive bidding process where a Volusia County business is within five percent 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 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.
- d. *Florida business.* In any competitive bidding process where a Florida business is within three percent 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 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.
- e. *Tied bid preference.* In case of a tie between a local business and a nonlocal 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.

(2) Competitive bids when seeking highest and best responsible bid for revenue generating solicitations.

- a. Except as set forth in this subsection (2), revenue-generating solicitations follow the same purchasing guidelines and solicitation requirements for the purchase of goods or services. Revenue-generating solicitations may include audit procedures which have been reviewed by the Finance Department. This subsection (2) shall apply to solicitations issued by the City of Port Orange that seek a revenue generating proposal, including but not limited to the following:
 1. Sale or lease of property
 2. Roll-offs
 3. Wrecker Services
 4. Concessions

5. Licensing Services
 6. Copyrights
 7. Equipment and other personal property
 8. Any other solicitations that will generate revenue to the City of Port Orange, consistent with City of Port Orange Code of Ordinances and as otherwise authorized.
- b. Port Orange business. In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent of the highest and best responsible bid submitted by a non-Port Orange business, then the Port Orange business shall have the opportunity to submit, within five working days of the bid opening, a best and final bid equal to or higher than the amount of the original high bid. The bid shall then be awarded to the highest and best responsible bidder.
 - c. Volusia County business. In any competitive bidding process where a Volusia County business is within five percent of the highest 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 working days of the bid opening, a best and final bid equal to or higher than the amount of the original high bid. The bid shall then be awarded to the highest and best responsible bidder.
 - d. Florida business. In any competitive bidding process where a Florida business is within three percent of the highest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five working days of the bid opening, a best and final bid equal to or higher than the amount of the original high bid. The bid shall then be awarded to the highest and best responsible bidder.
 - e. 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.
- (3) 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:
- a. Port Orange business shall be granted up to eight percent of the available points.
 - b. Volusia County business shall be granted up to five percent of the available points.
 - c. Florida business shall be granted up to three percent of the available points.
 - d. Tied bid preference. In case of a tie between a local business and a nonlocal

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.

(d) - (e) *[Remain Unchanged]*

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. The provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the sections of this ordinance may be renumbered or re-lettered to accomplish such intention. The code codifier is granted liberal authority to codify the provisions of the ordinance.

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: _____
Margaret T. Roberts, City Attorney



Volusia County Revenue Division

The 2018 tax year installment bills for the fourth quarter were mailed on March 1. Tax bills are due by March 31. Because March 31 is on a Sunday, walk-in payments for the 2018 tax year March amount will be accepted on April 1.

Sign up for BillExpress (ebills). Click the "Get Bills by Email" button.

Click the "Apply for the 2019 Installment Payment Plan" button to sign up for the 2019 tax year quarterly installment option.

386-736-5938
Revenue@volusia.org

2019 Details — Business Tax Account G&G OUTDOORS LLC

[Print this page](#)

Business Tax Account #201406190002

[Account details](#)[Account history](#)**2019****2018****2017****2016****2015****2014**

Paid

Paid

Paid

Paid

Paid

Paid

Account number: 201406190002

Business start date: 06/20/2014

Physical business location: Unincorporated County - 100

Business address: G&G OUTDOORS LLC
4059 QUAIL NEST LN
NEW SMYRNA BEACH, FL 32168

Mailing address: ANDER GOIRIENA
4059 QUAIL NEST LN
NEW SMYRNA BEACH, FL 32168

Owner(s): ANDER GOIRIENA
4059 QUAIL NEST LN
NEW SMYRNA BEACH, FL 32168

Receipts And Occupations

Receipt 201406190002

Business Service 10/01/2018-09/30/2019 Units: 1
Business Service

[Return to Search](#)

[Previous On List](#) [Next On List](#) [Return to List](#)

G&G outdoors

[Events](#) **No Name History**

Detail by Entity Name

Florida Limited Liability Company
G&G OUTDOORS LLC

Filing Information

Document Number	L16000007857
FEI/EIN Number	47-1160895
Date Filed	01/11/2016
Effective Date	01/11/2016
State	FL
Status	ACTIVE
Last Event	REINSTATEMENT
Event Date Filed	10/05/2017

Principal Address

4059 QUAIL NEST LANE
NEW SMYRNA BEACH, FL 32168

Mailing Address

4059 QUAIL NEST LANE
NEW SMYRNA BEACH, FL 32168

Registered Agent Name & Address

GOIRIENA, ANDER M
4059 QUAIL NEST LANE
NEW SMYRNA BEACH, FL 32168

Name Changed: 10/05/2017

Authorized Person(s) Detail

Name & Address

Title MGR

GOIRIENA, ANDER M
4059 QUAIL NEST LANE
NEW SMYRNA BEACH, FL 32168

Annual Reports

Report Year	Filed Date
2017	10/05/2017
2018	03/29/2018

G&G Outdoors
Preliminary Club Rules

Our intent is to mirror the same rules and regulations currently in place and in addition to all FWC, State, County and City rules and requirements. Board members will be determined at time of award.

1. GENERAL RULES & SAFETY

- a. All firearms must be safely secured and out of the reach of children.
- b. No illegal substances will be tolerated on the premises. Member and/or guests will be immediately banned from club.
- c. Any person deemed to be intoxicated will not be allowed to continue the days' hunt. Repeat offenders are subject to being banned upon club directors review.
- d. No physical or verbal altercations allowed on premises at any time. Repeat offenders are subject to being banned upon club directors review.
- e. Gates must be locked at all times.
- f. Any person leaving the camp area during General Gun season is required to wear a hunter safety orange shirt or vest except while in a tree stand.
- g. Members are required to wear safety harnesses and straps at all times while using a tree stand.
- h. Any safety infraction listed here, or otherwise identified, WILL result in fines to the Member.
- i. Hunters under the age of fifteen (15) must be supervised by an adult at all times.
- j. Hunters born on or after June 1, 1975 are required to complete a Hunter Safety Course in order to obtain a valid Florida Hunting License.

2. GUEST RULES

- a. Members are allowed one (1) guest on a given day, and each Guest is limited to a total of six (6) hunting days during a specific hunting year.
- b. Guest restriction dates are as follows:
 - i. No guests during primitive weapon season
 - ii. No guests during first nine (9) days of general gun season
 - iii. No guests during first nine (9) days of spring turkey season
- c. All Guests must sign a Liability Release and Acknowledgement upon entering the property AND provide a copy of valid hunting license. The member is responsible for making sure the waiver is signed prior to hunting and will be subject to fine if not completed.
- d. The \$50.00 guest fee (only guests over the age of sixteen (16) years old are required to pay guest fee) is to be paid the same day guest participates in the hunt.

- e. Guests must be accompanied by the Member at all times but will be allowed to drive a separate vehicle while on the property.
- f. Each Guest is limited to a total harvest of one (1) deer, one (1) turkey, and one (1) hog. A Guest's deer harvest is counted towards the supporting Member's Harvest Limit.

3. CAMPSITES AND CAMP RULES

- a. The discharge of a firearm is strictly prohibited in the camping area
- b. All campsites should be equipped with fire extinguishers and water hoses.
- c. Annual camp dues (\$200.00 minimum) is to be paid at time of membership dues.
- d. Members running power year-round to campsites will be subject to pay a monthly camp fee.
- e. Any campsite improvements/additions are to be approved by Club President prior to starting any such improvements or additions.
- f. All campsites shall be kept clean and free of trash/debris at all times. Campsite owner will be subject to fine.

4. VEHICLES, ATV'S AND UTV'S

- a. All recreational vehicles, trailers and motor vehicles shall display updated registration tags as required by law while on the premises.
- b. Members will be issued a decal to place on all vehicles and ATV/UTV's that will be on the property.
- c. Vehicles and ATV/UTV's should stay on existing roads and fire lines.
- d. "Off-Roading" is not allowed anytime for any reasons.
- e. Joy riding is not allowed at any time during primitive weapon season and spring turkey season.
- f. Vehicles are allowed during primitive weapon season and spring turkey season only after 11:00am and before 3:00pm for the sole purpose of maintaining feeders.

5. HARVEST RULES & GAME LIMITS

- a. Any and all game taken must be in accordance with FWC rules and regulations in addition to the rules and regulations listed below.
- b. All game must be brought to the camp, weighed, recorded and checked by a Board Member before leaving the Property.
- c. All game placed in cooler must be tagged with the Member's name and date of harvest.
- d. Game left in the cooler longer than three (3) weeks will be forfeited and become "camp meat."

- e. Members and their immediate family will be allowed a total of four (4) bucks at any time during the valid hunting season and must be in compliance with Florida State Rules.
- f. Members are allowed one (1) doe tag, which can be used by spouse or children.
- g. All antlerless deer must be tagged with Doe tag and must weight fifty (50) pounds or more. Any Member weighing a Doe less than fifty (50) pounds is subject to fine.
- h. Regardless of doe tag availability, only one (1) doe per Member will be allowed during the deer season.
- i. Paid Secondary Memberships allow the secondary member to harvest one (1) buck in addition to the Member's harvest limit, allowing a combined total of five (5) bucks between the Member and Associate.
- j. The Secondary member may harvest additional bucks out of the four (4) allowed to the Member, however Members are not allowed to harvest the Secondary Members buck.
- k. Secondary Members are not allowed to harvest does.
- l. Fines will be assessed for any game that does not meet these listed requirements.
- m. Any deer subject to fine will be forfeited and designated as "camp meat."

6. PRIMITIVE HUNT AREAS

- a. Hunting is restricted to primitive weapons and shot guns within one thousand three hundred twenty (1,320) feet of the no hunting perimeter.
- b. It is also restricted to primitive weapons inside the mitigation bank as shown in the exhibits.

7. NO HUNTING AREAS

- a. There is to be no hunting closer than three hundred (300) feet of the perimeter boundary of the premises.
- b. There is no hunting or discharging of a firearm or primitive weapon on or across any road, or in the vicinity of any occupied shelter or structure at any time; this includes any well building, utility pump house, storage facility, control unit, or any building or facility where employees or contractors of the Managing Agencies may be working or might possibly be entering or exiting, any day of the week at any time.
- c. Hunt club members are prohibited from hunting, fishing and boating on the two reclaimed lakes.

8. SCHEDULED HUNT AREAS

- a. Hunting will be allowed on Saturdays and Sundays and will exclude those weekdays that may be identified by the POPD as training days, with the Club notified in advance.

- b. Hunting during Monday through Friday of each week will be allowed only after the POPD has notified the Club that the POPD Shooting Range will not be used for training.
- c. Once the POPD Shooting Range is operational, Members will be notified via e-mail with any dates this restricted area will be open for hunting. It is each Member's responsibility to ensure the area is considered "open" before hunting. Contact the President or Vice-president when in question.

9. TREE STANDS, FEEDERS & STILL HUNTING

- a. Each member is allowed up to three (3) stands, with paid Associate Memberships allowed one (1) additional stand for a total of four (4) stands. Stands must be at least two-hundred (200) yards from any other Member's marked stand. Members are NOT allowed to build permanent stands in any trees and may not mark or hunt extra stands for Members that do not still hunt.
- b. All stands must be marked with an ORANGE ribbon by May 1. Marking tapes should be located on the stand and at intervals on the trails leading to it. Stands must also be marked on the Camp Map found at Main Camp; use one (1) number per Membership when marking the map, using the same number for every stand.
- c. Members must obtain permission from a stand owner before hunting another Member's stand.
- d. Failure to comply with these stand requirements will result in the termination of your stand, and its location.
- e. No corn or feed of any kind will be allowed on Shunz Road. Members should shut down feeding stations during the 2018 Spring Turkey season.
- f. Still hunting will be allowed during Primitive Weapon and General Gun seasons and will be open in all areas beginning with General Gun season. When still hunting, Members must maintain a one-hundred (100) yard buffer from county property lines in Area 4, and a fifty (50) yard buffer on the county landfill fence line.
- g. When traveling to or from a hunting station, Members may not make new trails and should use existing fire lines and existing roads only. Traveling in a Still Hunt Only area is limited to travel to and from the stand; no joy-riding or hunting from a vehicle is allowed.

10. DOG HUNTING

- a. All dogs must be equipped with tracking and training devices at all times.
- b. Hunting with dogs will be CLOSED on Monday, Tuesday and Wednesday of each week but will be allowed during the following time periods:
 - i. First nine (9) days of General Gun season

- ii. Thanksgiving week (11/25/19 – 12/1/19)
 - iii. Christmas and New Year's weeks (12/23/19 – 1/5/2019)
 - iv. Last week of General Gun season
- c. Hunting dogs are not be allowed on property 30 days prior to opening day of archery season.
- d. When taking stands during dog hunts, hunters shall stand on the side of the road bordering the section being hunted.
- e. Should more than one hunter shoot a deer, the harvest will become the property of the hunter inflicting the first critical shot. Disputes will be settled by arbitration.
- f. All dogs must be tagged with a collar showing owner name and phone number along with an ID number provided by the club and must have current rabies vaccinations.
- g. Should your dog cross club borders, you must notify a club director immediately for escort to retrieve the dog. Repeat offenders will be subject to fine and can face being banned from dog hunting.
- h. No firearms will be allowed beyond our property line while retrieving dogs.

11. SHOOTING RANGE

- a. During hunting season, the shooting range is only available for the hours posted at the range (10:00am through 3:00pm), unless the safety chain is up (identifying a hunter in the area behind the range). Outside of any hunting season, the shooting range is open at all times unless the safety chain is up.
- b. Members should remove all trash from the range when leaving.
- c. Glass targets are not allowed.

12. MEMBERSHIP & DUES

- a. Individuals are not eligible for hunt club membership if they have been charged and convicted of any violations of laws, rules or regulations of the FWCC or any law, rule ordinance or regulation related to hunting, wildlife preservation, fishing or game laws.
- b. Memberships will run annually from May 1 through April 30. Annual access is permitted with each membership. See Section 13.
- c. Membership access will NOT be granted until all required member paperwork is completed properly for that of the member and actively participating spouses and/or children. Membership paperwork to be completed and provided are as follows:
 - i. Liability Release
 - ii. Member information form
 - iii. Copy of current auto insurance
 - iv. Copy of valid driver's license

- v. Provide copy of valid hunting license
- d. Memberships will apply to one (1) hunter and his/her spouse and their children up to the age of eighteen (18).
- e. Annual Membership dues are all-inclusive with no additional fees.
- f. A Secondary Membership is optional but must be elected at the beginning of the membership year (in May).
- g. Annual Dues may be paid by Cash or Check, with checks made payable to G&G Hunt Club, Inc.
- h. Members must provide the following on or before May 1st:
 - i. An updated Membership Application
 - ii. Acknowledgement for receipt of club map and rules
 - iii. Signed Liability Release
 - iv. Copy of the Member's Valid State Driver's License
 - v. Members must also provide a valid e-mail, phone number and mailing address so notices can be distributed as needed.
 - vi. Annual Membership Dues: \$3,400.00
 - vii. Annual Campsite Fee: \$200.00
 - viii. Secondary Membership Dues: an additional \$300.00
- i. If any Member is unable to pay on the specified date, contact the Club President or Vice-president to discuss any payment arrangements.
- j. All dues MUST be paid before the Member is allowed to hunt.
- k. Dues are non-refundable and Memberships are non-transferable.

13. VIOLATIONS

- a. Violations of these rules, or any other action deemed inappropriate or unsafe, will be addressed by the Board and any appropriate action and/or fines will be levied as deemed appropriate.
- b. Fines MUST be paid within five (5) days of the violation decision.
- c. Members will not be allowed to continue hunting until fines are paid.
- d. Fines:
 - i. 1st offense: \$300.00,
 - ii. 2nd offense: \$300.00, and
 - iii. 3rd offense: revoked hunting privileges for the remainder of the membership year.
- e. If an emergency should occur, and all Board Members are not present or readily available, the Chairman, President and Vice-president will resolve the issue.

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 – Statement of Vendor's Qualifications
- ☒ Form 7.8 – Professional References for Previous Experience
- ☒ Form 7.9 – Local Business Acknowledgement of Eligibility
- N/A Form 7.10 – Affidavit for Vendor Background
- ☒ Attachment 1 – Bid Proposal
- ☒ Attachment 2 – ORDINANCE NO. 2019-3
- ☒ Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or flash drive) version in PDF format.

BY:

SMOKEY HUNT CLUB, INC.

Name of Business

Robert B. Thom

Authorized Signature

MARCH 15, 2019.

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):

Smokey Hunt Club, Inc.
NAME OF BUSINESS

840 Gray Rd.
MAILING ADDRESS

Robert B. Thomas
AUTHORIZED SIGNATURE

Cocoa, FL 32926
CITY, STATE & ZIP CODE

Robert B. Thomas, President
NAME, TITLE, TYPED

407-467-0087
TELEPHONE NUMBER / FAX NUMBER

59-3033396
FEDERAL IDENTIFICATION #

Smokeyhuntclub@gmail.com
E-MAIL ADDRESS

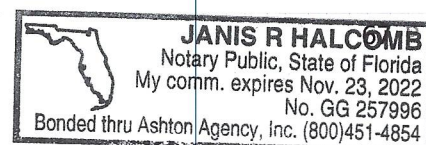
STATE OF Florida COUNTY OF Brevard

The foregoing instrument was acknowledged before me this day of March 15th, 2019 by Robert B. Thomas, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Janis R. Halcomb
Notary Public

This document must be completed and returned with your Submittal



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: 3/15/19 Addendum # _____ Date: _____
Addendum # _____ Date: _____ 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."

Smokey Hunt Club, INC.
Name of Business

By: Robert B Thomas
Printed Name: Robert B. Thomas
Title: PRESIDENT

STATE OF Florida
COUNTY OF Brevard

Sworn to (or affirmed) and subscribed before me this March 15th day of 2019
by Robert B Thomas, as president of
(NAME) (TITLE)
Smokey Hunt Club INC and who:
(NAME OF ORGANIZATION)

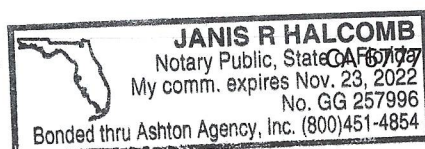
[Notary: Please select one]

- ☒ is personally known to me; or
☐ has produced _____ as identification.

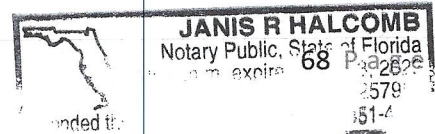
Janis R. Halcomb
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

ITB# 19-06



1.11.19



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.

SMOKEY HUNT CLUB, INC.
Name of Business

By: Robert B. Thomas
Printed Name: ROBERT B. THOMAS
Title: PRESIDENT

STATE OF Florida
COUNTY OF Brevard

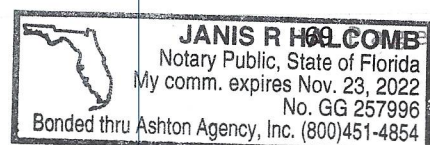
Sworn to (or affirmed) and subscribed before me this 15 day of March, 2019, by
Robert B. Thomas, as president of
(NAME) (TITLE)
SMOKEY HUNT CLUB INC and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

- ☒ is personally known to me; or
☐ has produced _____ as identification.

This document must be completed and returned with your Submittal

Janis R. Halcomb
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:



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 Robert B. Thomas, being by me first duly sworn, made the following statement:

1. The business address of Smokey Hunt Club, Inc. (name of Offeror or business) is 840 Gray Rd. Cocoa, FL 32926.
2. My relationship to Smokey Hunt Club, Inc. (name of Offeror or business) is President (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.)~~

Smokey Hunt Club
Name of Business

By: Robert B. Thomas
Printed Name: Robert B. Thomas
Title: President

STATE OF Florida
COUNTY OF Brevard

Sworn to (or affirmed) and subscribed before me this 15th day of March, 2019, by Robert B. Thomas as President of Smokey Hunt Club, Inc. and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

Janis R. Halcomb
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal



SMOKEY HUNT CLUB

BOARD OF DIRECTORS

Ricky E. Brooks, Jr.
6490 Beard Ave.
Cocoa, FL 32927
Phone: 407-467-0093
e-mail: gigglesturkey12@yahoo.com

Robert B. Thomas, Jr.
3583 James Rd.
Cocoa, FL 32926
Phone: 321-720-6083
e-mail: robtj@earthlink.net

James R. Peters
375 Guise Rd.
Osteen, FL 32764
Phone: 407-782-0674
e-mail: jim32750@yahoo.com

Jack C. Martin
1153 Lemon Bluff Rd.
Osteen, FL 32764
Phone: 407-335-0883
e-mail: jcmartin4116@gmail.com

Steve Lenze
13405 Bright Straw Ln.
Astatula, FL 34705
Phone: 352-516-3971
e-mail: slenze1@yahoo.com

Dwight H. Raymond
311 Floratam Trail
New Smyrna Beach, FL 32168
Phone: 386-527-3249
e-mail: dwightraymond682@gmail.com

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: Smokey Hunt Club, Inc.

SIGNED BY: Robert B. Thomas
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: Robert B. Thomas

TITLE: President

ADDRESS: 840 Gray Rd.

CITY: Cocoa, FL STATE: FL ZIP CODE: 32926

TELEPHONE: 407-467-0087 FAX: N/A

COMPLETION TIME: MARCH 15, 2019.

F.E.I.N. NUMBER: 59-3033396

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): _____

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF VENDOR'S QUALIFICATIONS

The City shall conduct a background check and criminal history record inspection for the Bidder access qualifications. The term Bidder as contained in this paragraph shall include the following: all individuals acting as a sole proprietor, all partners in a partnership, all managers in a limited liability corporation, all corporate officers, directors, and any employees, including leased employees of the Bidder. The City shall conduct the inspection of the Bidders record after the submittal of the bid proposals. The Bidder who seeks access to the hunt lease premises shall meet the qualifications described herein throughout the bid process and the term of the lease. A Bidder who has a record of conviction for criminal conduct, a nolo contendere plea for a criminal charge, or reduced plea for a criminal charge shall be disqualified.

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent to the following:

ITB #19-06 HUNT CLUB LEASE _____

- A. Name of Vendor. Smokey Hunt Club, Inc.
- B. Permanent main office address. 840 Gray Rd. Cocoa, FL 32926
- C. Date organized. August 15, 1990
- D. If a corporation, where incorporated. State of Florida
- E. How many years have you been engaged in the contracting business under your present firm or trade name? 28 years
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) Existing lease for hunt club off Shuntz Road
- G. General scope and character of work performed by your company. Hunting Lease
- H. Have you ever failed to complete any work awarded to you? If so, where and why? No
- I. Have you ever defaulted on a contract? If so, where and why? No
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed. N/A
- K. List your major equipment currently owned or leased. Two tractors with mowers, disk and box blade, road grader
- L. Experience in work similar to this type of project. 28 years operating hunt lease.
- M. Background and experience of the principal members of your organization, including the officers. (List of Board of Directors attached.)
- N. Credit currently available: \$ 12,000.00

- O. Give bank reference: CHASE BANK JP Morgan Chase Bank, N.A.
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Smokey Hunt Club, Inc.
Name of Business

By: Robert B. Thomas
Printed Name: Robert B Thomas
Title: President

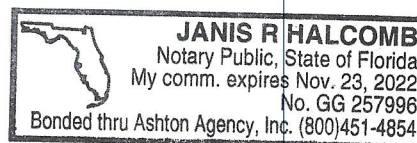
STATE OF Florida
COUNTY OF Brevard

Sworn to (or affirmed) and subscribed before me this 15th day of March, 2019, by
Robert B. Thomas, as president
of Smokey Hunt Club, Inc and who:

[Notary: Please select one]

- ☒ is personally known to me; or
☐ has produced _____ as identification.

Janis R. Halcomb
Notary Public, State of Florida
Printed, typed or stamped name, commission
and expiration:



This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide at least one (1), but preferably three (3) current and correct references from clients for similar services.

1. Company Name: Luznar Feed Mills, Inc.
Contact Person: David Luznar
City, State: New Smyrna Beach, FL 32168
Telephone Number: 386-428-4155
Email Address: N/A
Description of goods or
Services provided: Feed
Contract Amount: N/A
Start/End Date of Contract: N/A
2. Company Name: City of Port Orange
Contact Person: Alan Rosen,
City, State: Port Orange, FL 32129
Telephone Number: 386-506-5501
Email Address: N/A
Description of goods or
Services provided: Hunt Club Lease
Contract Amount: Contract for past 28 years on file with Port Orange
Start/End Date of Contract: N/A
3. Company Name: County of Volusia
Contact Person: Tim Bailey
City, State: Deland, FL 32720
Telephone Number: 386-736-5953
Email Address: N/A
Description of goods or
Services provided: Hunt Club Lease
Contract Amount: Contract for past 28 years on file with Volusia County
Start/End Date of Contract: N/A

This document must be completed and returned with your Submittal.

FORM 7.9 – LOCAL BUSINESS ACKNOWLEDGEMENT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws of 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 19-06BUSINESS NAME: Smokey Hunt Club, Inc.CONTACT PERSON/TITLE: Robert B. Thomas, PresidentMAILING ADDRESS: 840 Gray Rd.CITY-STATE-ZIP: Cocoa, FL 32926Length of Time at Address Provided: 19 yearsPhysical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☒ The State of FloridaFEIN (Federal Employer Identification Number): 59-3033396BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____PHONE NUMBER: 407-467-0087 FAX: _____EMAIL: Smokeyhuntclub@gmail.com****Please attach the following:****Valid business tax receipt****other supporting documentation******Acknowledgement for Local Preference**

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared Robert B. Thomas who, after being sworn according to law, stated that he or she was authorized to represent Smokey Hunt Club, Inc. and to execute this affidavit on behalf of the said Business Entity and attests, under penalty of perjury, to the above.

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 highest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the highest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the highest 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.

(Form 7.9 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

Janis R. Halcomb

SIGNATURE OF NOTARY PUBLIC

THIS 15th DAY OF March, 2019

My Commission Expires: 11-23-22

Robert B. Thomas

SIGNATURE OF AFFIANT

DATE

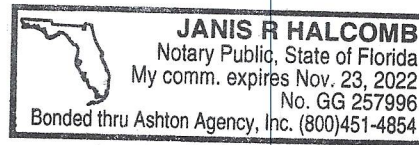
Robert B. Thomas

PRINTED NAME OF AFFIANT / TITLE

Smokey Hunt Club, Inc.

COMPANY

NOTARY SEAL



This document must be completed and returned with your Submittal



"ATTACHMENT 1" LEASE FEE PROPOSAL FORM

CITY OF PORT ORANGE

ITB # 19-06

HUNT CLUB LEASE

Completed Attachment 1 Lease Fee 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 cells, preferably electronically.

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

NAME OF BUSINESS:	Smokey Hunt Club Inc.
CONTACT PERSON:	Robert Thomas
EMAIL ADDRESS:	smokeyhuntclub@gmail.com
AUTHORIZED NAME:	Robert Thomas
AUTHORIZED SIGNATURE:	<i>Robert B Thomas</i>

LEASE FEE PROPOSAL				
ITEM #		1 YEAR ANNUAL TOTAL PAID IN ADVANCE		
1	Lease proposal with dogs Base Rent LESSEE shall pay to LESSOR on the 1st day of August 2019 during the first Term and successively on the 1st day of August for any Renewal Term, Base Rent in the amount of	\$174,102.00		
2	Lease proposal without dogs Base Rent LESSEE shall pay to LESSOR on the 1st day of August 2019 during the first Term and successively on the 1st day of August for any Renewal Term, Base Rent in the amount of	\$129,559.00		

AWARD: THIS BID WILL BE AWARDED TO THE HIGHEST, RESPONSIVE, RESPONSIBLE BIDDER

Note: Dog hunting is allowed for feral hogs regardless of the bid provided above

ORDINANCE NO. 2019-3

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2, SECTION 2-275 TO ESTABLISH A NEW SUB-SECTION REGARDING APPLICATION OF THE LOCAL PURCHASING PREFERENCE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is City Council's intent to clarify the application of Section 2-275 as it relates to revenue-generating solicitations issued by the City of Port Orange; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strike through (~~strike-through~~) type shall constitute deletions from the original text.

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

SECTION 1: Chapter 2, Article VI, Division 2, Section 2-275 of the Code of Ordinances, City of Port Orange, is hereby amended, in part, to read as follows:

Chapter 2 -

ADMINISTRATION

ARTICLE VI. - FINANCE

DIVISION 2. - PURCHASE AND SALE

**PROCEDURE Sec. 2-275. - Local Purchasing
Preference.**

(a) - (b) *[Remain Unchanged]*

(c) *Local preference process.* 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:

(1) Competitive bids when seeking lowest and best responsible bid.

- a. Except as set forth in subsection (2), this subsection (1) shall apply to City solicitations for formal bidding procedure in accordance with 2-262, Code of Ordinances.
- b. *Port Orange business.* In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent 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 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.
- c. *Volusia County business.* In any competitive bidding process where a Volusia County business is within five percent 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 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.
- d. *Florida business.* In any competitive bidding process where a Florida business is within three percent 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 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.
- e. *Tied bid preference.* In case of a tie between a local business and a nonlocal 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.

(2) Competitive bids when seeking highest and best responsible bid for revenue generating solicitations.

- a. Except as set forth in this subsection (2), revenue-generating solicitations follow the same purchasing guidelines and solicitation requirements for the purchase of goods or services. Revenue-generating solicitations may include audit procedures which have been reviewed by the Finance Department. This subsection (2) shall apply to solicitations issued by the City of Port Orange that seek a revenue generating proposal, including but not limited to the following:
 1. Sale or lease of property
 2. Roll-offs
 3. Wrecker Services
 4. Concessions

5. Licensing Services
 6. Copyrights
 7. Equipment and other personal property
 8. Any other solicitations that will generate revenue to the City of Port Orange, consistent with City of Port Orange Code of Ordinances and as otherwise authorized.
- b. Port Orange business. In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent of the highest and best responsible bid submitted by a non-Port Orange business, then the Port Orange business shall have the opportunity to submit, within five working days of the bid opening, a best and final bid equal to or higher than the amount of the original high bid. The bid shall then be awarded to the highest and best responsible bidder.
 - c. Volusia County business. In any competitive bidding process where a Volusia County business is within five percent of the highest 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 working days of the bid opening, a best and final bid equal to or higher than the amount of the original high bid. The bid shall then be awarded to the highest and best responsible bidder.
 - d. Florida business. In any competitive bidding process where a Florida business is within three percent of the highest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five working days of the bid opening, a best and final bid equal to or higher than the amount of the original high bid. The bid shall then be awarded to the highest and best responsible bidder.
 - e. 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.
- (3) 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:
- a. Port Orange business shall be granted up to eight percent of the available points.
 - b. Volusia County business shall be granted up to five percent of the available points.
 - c. Florida business shall be granted up to three percent of the available points.
 - d. Tied bid preference. In case of a tie between a local business and a nonlocal

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.

(d) - (e) *[Remain Unchanged]*

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. The provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the sections of this ordinance may be renumbered or re-lettered to accomplish such intention. The code codifier is granted liberal authority to codify the provisions of the ordinance.

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: _____
Margaret T. Roberts, City Attorney

CITY OF PORT ORANGE,FLORIDA

INVITATION TO BID HUNT CLUB LEASE ITB #19-06



City of Port Orange Purchasing Division

Prepared by: David Van Valkenburgh, Purchasing Agent

Release Date: February 12,2019

Bid Due Date and Time: March 19, 2019 at 2:30 P.M.

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5704
purchdiv@port-orange.org
www.port-orange.org



Legal Notice to Proposers

ITB #19-06 HUNT CLUB LEASE

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #19-06 HUNT CLUB LEASE. 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. March 19, 2019** 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 to deem the Bidder responsive or non-responsive. Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will be a Non-Mandatory Pre-Bid Conference and Site visit for the project at **10:00 A.M.** (local time) **on February 26, 2019** at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Pre-Bid Conference must sign in. The representative of each Bidder shall be an authorized employee of the Bidder and shall sign in accordingly. Bidders are urged to obtain Bid documents and familiarize themselves with the documents prior to the Pre-Bid meeting.

DESCRIPTION: The City of Port Orange is soliciting sealed bids from vendors to obtain a lessee for the combined City/County hunt club areas off of Shunz Rd.

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 the City of Port Orange website at www.port-orange.org/bids.aspx and (DemandStar) via their website at www.demandstar.com. All questions shall be directed **in writing** to the Purchasing Agent, David VanValkenburgh dvanvalkenburgh@port-orange.org or purchdiv@port-orange.org and reference **"Questions on ITB# 19-06 HUNT CLUB LEASE"** in the subject line. Last day for questions will be **March 5, 2019 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.

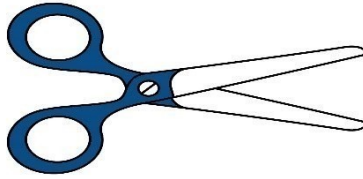
No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be **submitted to the City Clerk's office** with one (1) original addressed and one (1) identical digital (CD or flash drive) to David VanValkenburgh 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 #19-06 HUNT CLUB LEASE"**.

David Van Valkenburgh Purchasing Agent
Legal Ad - One Time – **February 12, 2019**

[Remainder of this page left intentionally blank]

Cut along the outer border and affix this label to the outside of your sealed bid envelope/package to identify it as a "Sealed Bid". Be sure to include the name of the company submitting the bid where requested.



SEALED BID • DO NOT OPEN	
SEALED BID NO.	ITB #19-06
BID TITLE:	HUNT CLUB LEASE
DUE DATE/TIME:	March 19, 2019 at 2:30 P.M.
SUBMITTED BY:	(Name of Company)
DELIVER TO:	City of Port Orange City Clerk's Office Attn: David Van Valkenburgh Purchasing Agent Finance Department 1000 City Center Circle Port Orange, Florida 32129
DATE/TIME RECEIVED:	(To be stamped by Clerk's Office)

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SECTION 1 – PURPOSE AND OVERVIEW

The City of Port Orange is soliciting sealed bids from vendors to obtain a lessee for the combined City/County hunt club areas off of Shunz Rd.

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:February 12, 2019
Non-Mandatory Pre-Bid Conference February 26, 2019 at 10:00 A.M.
Deadline for Questions: March 5, 2019 by 5:00 P.M.
Final Addendum Posting: March 12, 2019 by 5:00 P.M.
Bids Due: March 19, 2019 by 2:30 P.M.
City Council Meeting for Approval of Recommendation of AwardTo Be Determined

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

City of Port Orange
City Clerk's Office Finance Department
Attn: David Van Valkenburgh Purchasing Agent
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 regarding this ITB 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.

NON-MANDATORY PRE-BID CONFERENCE:

There will be a Non-Mandatory Pre-Bid Conference and Site visit for the project on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st Floor), 1000 City Center Circle, Port Orange, Florida 32129. All attendees to the Non-Mandatory Pre-Bid Conference must sign in. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

QUESTIONS REGARDING THIS ITB:

All questions shall reference "ITB# 19-06 HUNT CLUB LEASE" 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 Van Valkenburgh Purchasing Agent
1000 City Center Circle
Port Orange, FL 32129
dvanvalkenburgh@port-orange.org or
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 City website www.port-orange.org/bids.aspx and Demand Star websites. www.demandstar.com.

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 therefrom.

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 at least one (1) reference, but preferably three (3) verifiable references from similar scope and size 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 can be used as a reference.

Vendor shall provide proof of compliance with all state and federal laws, City of Port Orange ordinance and policies and as otherwise required in the ITB# 19-06 Hunt Club Lease.

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, and as otherwise provided in special instructions.
- (d) Evidence of a violation of any federal or state antitrust 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 the possession of the Vendor upon termination of this Agreement and upon written authorization of City Clerk, Vendor may 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.

[Remainder of this page left intentionally blank]

Section 3 SPECIFICATIONS

1. Duration of Lease
 - a. 5-year term commencing on August 1, 2019.
 - b. 2, 1-year renewals with the agreement of all parties.
2. Burdened Premises
 - a. This 12,339 + or - acre tract is a productive mixture of pine flatwoods, cypress swamps, oak hammock, sand hill and oak scrub. The property includes the eastern edge of Tiger Bay. Tiger Bay is the large central wetlands of Volusia County. I-4 is the northern boundary and is newly fenced with a 12-foot-tall fence and several wildlife crossings. The land is a series of wide ridges from historic shorelines. The ridges create a series of alternating uplands and wetlands that gradually diminish in elevation into the pine islands of the very wild Tiger Bay region. This provides unique and varied wildlife habitat with a lot of edge effect. A large central, previously fertilized field is available for a dove or winter rye field. The land has a control burning program in place and has been managed for deer and turkey for more than 20 years.
 - b. A legal description of the burdened premises is included in Exhibits A – C
 - c. A map including a visual representation of the burdened premises is included in Exhibit D. Note that the net number of acres is 12,632. However, this includes the reclaimed lakes, the POPD gun range and the Trap and Skeet Range. Since these areas are not open for hunting, their acreage (170, 56, and 67 respectively) have been removed to arrive at the 12,339 acres.
 - d. Electricity and well water are available at the hunt camp. A map of the hunt camp is included in Exhibit E.
3. Rent:
 - a. Proposals shall include two prices.
 - i. A proposed rent per acre per year without use of any dog for hunting and,
 - ii. A proposed rent per acre per year with use of any dog for hunting as described in section 8b (below).
 - b. At the time of bid award, Managing Agencies (City of Port Orange and County of Volusia) will accept one of the bids from the successful proposer.
 - c. The initial rent amount per acre will remain the same through the 3rd year of the lease (August 1, 2019 – July 31, 2022).
 - d. On August 1, 2022, the rent will increase by the combined percent change in the Consumer Price Index-Urban (CPI-U) South Region as published by the Bureau of Labor Statistics (BLS) from August 2019 – March 2022. If the combined change in CPI-U is less than 0%, rent will not decrease.
 - e. After the adjustment described in 3.d. (above) rent will remain the same for the fourth and fifth year of the lease (August 1, 2022 – July 31, 2024)
 - f. If the Lessee and Managing Agencies agree to the 1-year renewals, rent will increase by 1.5% at the outset of each renewal. There will be no additional increase based on CPI above the 1.5%.
 - g. The total annual rent amount is due to the managing agencies on or before August 1, 2019 for the initial year. Total annual rent is due on or before August 1st of each year during the initial period and all renewals.

4. Security Deposit:
 - a. The successful bidder shall provide the city with a security deposit of \$125 per registered member. The City shall retain this money if the Managing Agencies are required to bring the property back to its original condition at the termination of the lease. Any monies not used to return the property to its original condition will be refunded to the Lessee.
5. Access to Burdened Premises:
 - a. The City shall provide the Lessee with access to the premises by key card.
 - b. At the onset of the lease and when a new member joins during the course of the lease, each member shall receive 1 key card free of charge. Each card will be registered to a specific member. The Lessee will notify the City of Port Orange upon the joining of any new member.
 - c. The Lessee shall notify the City of Port Orange immediately upon loss or misplacement of a key card. The Lessee shall pay the City of Port Orange \$50 for every key card replacement. The members shall not be allowed more than one activated key card at any one time. The City will deactivate each lost/stolen key card to prevent unlawful access.
 - d. Hunting access will be limited to existing major roads and fire lines within the primitive hunt area. Vehicles are not permitted in the wetlands.
 - e. The Managing Agencies reserve the right to inspect the burdened premises at any time.
6. Hunt Club Membership:
 - a. Membership will be limited to no more than one member for every one hundred fifty (150) acres. At the time of this writing, with 12,339 acres available, the limit is 82 members. The City shall have the right to increase or decrease the acreage at least annually upon 90 days written notice to the Lessee prior to the anniversary date of the lease.
 - b. Individuals are not eligible for hunt club membership if they have been charged and convicted of any violations of laws, rules or regulations of the FWCC or any law, rule ordinance or regulation related to hunting, wildlife preservation, fishing or game laws.
 - c. The Lessee shall not discriminate as prohibited by federal, state and local laws when selecting and approving members.
 - d. Lessee shall provide Managing Agencies with copies of its membership list (including name address, email and telephone number) on or before August 1st at the onset of the lease and shall revise and provide the Managing Agencies the updated copy of the membership list immediately after any changes in membership.
 - e. Lessee shall provide Managing Agencies its rules and regulations (1) as part of their bid, (2) at the outset of the lease and (3) immediately following any changes.
7. Guests:
 - a. Members may have only 1 guest at a time per day and no hunting guest shall be allowed to hunt more than a total of 6 days per season. All guests will be required to sign a liability release. The Lessee shall provide the release to the Managing Agencies prior to the hunt.
8. Hunting Rules and Regulations (at minimum):
 - a. Hunting:
 - i. The lease specifically grants to Lessee full hunting and fishing privileges on the premises (except as indicated excluded in this document). The hunting and fishing privileges herein granted are to be exercised in strict accordance with the laws of the State of Florida and the United States of America, and the rules and regulations of the Florida Fish and Wildlife Conservation Commission ("FWCC"), or any other duly constituted body having authority

to make rules and regulations pertaining to the hunting, taking or catching of game birds, game animals and fish. Hunting seasons will coincide with those established by the FWCC. Harvesting records will be maintained noting kill date, weight, condition, and sex of each animal harvested

This data will be included in each annual report submitted to Managing Agencies. Should wildlife population decrease, the allowable take will be adjusted by the Managing Agencies to maintain healthy populations.

- b. Dogs
 - i. If the Managing Agency award a contract permitting the use of dogs, then dogs may be allowed for tracking, hunting pigs and the hunter shall control the dogs by close voice command.
- c. Feral Hogs:
 - i. Feral Hog hunting will be open (to take) year-round by trapping and modern gun, subject to hunting restrictions provided within the lease and/or by law.
 - ii. The club will be expected to strictly control pig populations and respond in a timely manner when areas of pig damage are found. The release of pigs on the property is strictly prohibited.
- d. General Rules and Restrictions:
 - i. Hunter orange shall be worn during deer season. This does not apply to bow or spring gobbler season.
 - ii. Turkey beards must be retained for sex evidence in spring gobbler season.
 - iii. All game, deer, turkey, and hogs are required to be weighed, photographed, sex identified, and condition measured and recorded on game harvest reports. The game harvest reports shall be prepared by Lessee and submitted to the Managing Agencies and the Wildlife Biologist after each hunting season for review and to determine if the populations are sustainable and healthy.
- e. Scheduled Hunt Area:
 - i. For the safety of hunt club members and their guests, there is no entry or hunting in the scheduled hunt area Monday – Friday and on days when the Port Orange Police Department Shooting Range has scheduled long-range firearms training. This provision is not yet in effect as the range is not yet complete. When the range is complete, the City of Port Orange will notify the lessee that the provision will begin. As of this writing, it is estimated that the range will open in June 2019. However, this is subject to change.
- f. Primitive Hunt Area:
 - i. Hunting is restricted to primitive weapons and shot guns within one thousand three hundred twenty (1,320) feet of the no hunting perimeter. It is also restricted to primitive weapons inside the mitigation bank as shown in the exhibits.
 - ii. For primitive hunt areas, refer to Exhibits C and D.
- g. No Hunting Areas:
 - i. There is to be no hunting closer than three hundred (300) feet of the perimeter boundary of the premises.
 - ii. There is no hunting or discharging of a firearm or primitive weapon on or across any road, or in the vicinity of any occupied shelter or structure at any time; this includes any well building, utility pump house, storage facility, control unit, or any building or facility where employees or contractors of the Managing Agencies may be working or might

possibly be entering or exiting, any day of the week at any time.

iii. Lessee and hunt club members are prohibited from hunting, fishing and boating on the two reclaimed lakes.

9. Contract and On-Site Management

a. The manager of the lease will be the City of Port Orange Public Utilities Director or designee with assistance from the City's Forrester.

b. The Lessee must provide telephone access to the main contact person and a backup person, one of whom is always available in case of emergency and to ensure proper communication about dangerous situations.

c. The Managing Agencies shall have the right to inspect the premises at any time to ensure that the Lessee is maintaining the property in accordance with the lease, local, state and federal laws.

10. Acceptance and Use of Premises

a. Care of Premises

i. Lessee shall maintain all fences and gates in their current condition or as subsequently modified by Managing Agencies

ii. Lessee shall provide a portable septic system including all permits required by law with Managing Agencies approval. Not less than quarterly, Lessee shall provide all septic disposal records to Managing Agencies.

iii. Lessee shall keep the premises clean and free of all solid waste material, garbage, and trash. Lessee shall dispose of any vegetative debris at the county disposal site.

iv. Lessee and the hunt club membership shall be prohibited from storage of tires, fuel tanks, boats, equipment, incapacitated or unregistered vehicles, including recreational vehicles, motor vehicles and trailers and other personal property.

b. Construction, Alteration, and Improvements

i. Any construction, alteration or improvements requires written prior approval of Managing Agencies. Lessee shall obtain all permits and abide by local, state and federal laws when performing construction, alterations and improvements of any type.

ii. Lessee shall remove all buildings, alterations and improvements created by Lessee at their own expense within 90 days prior to the end of the lease unless Managing Agencies provide approval for improvements to remain. The Managing Agencies have not approved any building, alterations or improvements prior to or since August 1, 2018.

iii. If Lessee makes unapproved improvements, the City shall have the right to remove the unauthorized improvements and may require Lessee and the member, individually, to pay the cost of removal and of any remediation found on the premises, including but not limited to environmental remediation for contamination and restoration to eliminate the contamination as regulated by the County of Volusia.

c. Vehicles

i. All recreational vehicles, trailers and motor vehicles shall display updated registration tags as required by law while on the premises.

ii. Lessee must require an affidavit from members bringing trailers on to the property that all trailers have been pressure washed before entering leased premises to guard against invasive species.

iii. Track vehicles are prohibited.

iv. ATV use is limited to existing roads, and fire lines.

v. Speed is limited to 20 MPH.

11. Emergency Suspension of Lease Are Use

a. The Managing Agencies reserve the right to unilaterally suspend use of all or a portion of the leased premises if the Managing Agencies determine that an emergency has occurred and that all or a portion of the leased premises should be made available for use in response to such event. Upon the Managing Agencies' declaration of such suspension, the TENANT shall cease operations on and vacate those portions of the premises deemed by the Managing Agencies to be necessary for operations in response to such emergency event and allow the Managing Agencies full and unimpeded entry and use of such premises. Managing Agencies shall endeavor to provide 7 days' notice to the TENANT of any such suspension and Managing Agencies and reserves the right to make such suspension effective immediately, regardless of the length of notice. If Managing Agencies exercise this right, TENANT may be entitled to an abatement of rent due or, if rent has been prepaid, a reimbursement of rental amounts paid on a prorated basis during the time the Managing Agencies occupy the premises and based upon the amount of acreage claimed by the Managing Agencies.

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EXHIBIT A – LEASED PREMISES

LEASED PREMISES

PORTIONS OF TOWNSHIP 16 SOUTH, RANGE 32 EAST; TOWNSHIP 16 SOUTH, RANGE 31 EAST; AND TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AS FOLLOWS:

A PORTION OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SECTION 18, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND SECTION 13, TOWNSHIP 16 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE INTERSECTION OF THE EAST LINE OF THE SOUTHEAST $\frac{1}{4}$ OF SAID SECTION 17 AND NORTHERLY RIGHT OF WAY LINE OF SHUNZ ROAD, A 200 FOOT RIGHT OF WAY AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 2537, PAGE 1319, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN SOUTH $01^{\circ}09'24''$ EAST, ALONG SAID EAST LINE, 2229.85 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE SOUTH $89^{\circ}36'00''$ WEST ALONG THE SOUTH LINE OF SAID SECTION 17, A DISTANCE OF 2652.78 FEET TO THE SOUTH $\frac{1}{4}$ CORNER OF SAID SECTION 17; THENCE SOUTH $89^{\circ}34'03''$ WEST, ALONG THE SOUTH LINE, 2653.58 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE SOUTH $88^{\circ}51'25''$ WEST ALONG THE SOUTH LINE OF SAID SECTION 18, A DISTANCE OF 2664.69 FEET TO THE SOUTH $\frac{1}{4}$ CORNER OF SAID SECTION 18; THENCE SOUTH $89^{\circ}42'03''$ WEST ALONG SAID SOUTH LINE, 2665.19 FEET TO THE SOUTHEAST CORNER OF SECTION 13; THENCE SOUTH $89^{\circ}11'48''$ WEST ALONG THE SOUTH LINE OF SAID SECTION 13, A DISTANCE OF 1535.55 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE 4 (S.R. 400), A 300 FOOT RIGHT OF WAY; THENCE NORTH $39^{\circ}51'26''$ EAST ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH $39^{\circ}51'26''$ EAST, 4391.35 FEET; NORTH $82^{\circ}07'51''$ EAST, 371.65 FEET; NORTH $39^{\circ}51'26''$ EAST, 400.00 FEET; NORTH $02^{\circ}24'59''$ WEST, 371.65 FEET; NORTH $39^{\circ}51'26''$ EAST, 1651.56 FEET TO THE NORTH LINE OF SAID SECTION 18; THENCE DEPART SAID SOUTHEASTERLY RIGHT OF WAY LINE, NORTH $88^{\circ}36'48''$ EAST ALONG NORTH LINE OF SAID SECTION 18, A DISTANCE OF 2320.32 FEET TO THE NORTHWEST CORNER OF SAID SECTION 17; THENCE NORTH $89^{\circ}26'55''$ EAST ALONG NORTH LINE OF SAID SECTION 17, A DISTANCE OF 1158.89 FEET; THENCE DEPART SAID NORTH LINE SOUTH $01^{\circ}09'14''$ EAST, 3101.62 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID SHUNZ ROAD AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2100.00 FEET, A CENTRAL ANGLE OF $11^{\circ}01'48''$ AND A CHORD BEARING OF NORTH $83^{\circ}12'24''$ EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 404.27 FEET; THENCE NORTH $88^{\circ}43'18''$ EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 2218.74 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 5100.00 FEET AND A CENTRAL ANGLE OF $04^{\circ}53'20''$; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 435.17 FEET; THENCE SOUTH $86^{\circ}23'22''$ EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1051.53 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH:

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST $\frac{1}{4}$ OF SECTION 11, A PORTION OF THE WEST $\frac{1}{2}$ OF SECTION 14, A PORTION OF THE SOUTH $\frac{1}{2}$ OF SECTION 15, AND A PORTION OF THE SOUTH $\frac{1}{2}$ OF SECTION 16, ALL BEING IN TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF BEGINNING COMMENCE AT THE SOUTHWEST CORNER OF

SECTION 11, THENCE ALONG THE WEST LINE OF SAID SECTION 11 RUN N 03°22'05" W, A DISTANCE OF 1391.99 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SHUNZ ROAD (A 200 FOOT RIGHT OF WAY); THENCE ALONG SAID SOUTHERLY LINE N

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EXHIBIT A – LEASED PREMISES

88°45'25" E, A DISTANCE OF 1459.81 FEET TO A POINT ON THE WESTERLY PRESCRIPTIVE RIGHT OF WAY LINE OF TOMOKA FARMS ROAD (AS RECORDED IN MAP BOOK 1, PAGES 23 THROUGH 39 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA); THENCE ALONG SAID WESTERLY PRESCRIPTIVE RIGHT OF WAY LINE THE FOLLOWING 45 COURSES AND DISTANCES; S 18°10'45" E, A DISTANCE OF 58.46 FEET; THENCE S 18°03'52" E, A DISTANCE OF 200.00 FEET; THENCE S 18°27'56" E, A DISTANCE OF 100.00 FEET; THENCE S 18°24'30" E, A DISTANCE OF 100.00 FEET; THENCE S 17°50'07" E, A DISTANCE OF 100.00 FEET; THENCE S 17°57'00" E, A DISTANCE OF 100.00 FEET; THENCE S 18°03'52" E, A DISTANCE OF 200.00 FEET; THENCE S 17°50'07" E, A DISTANCE OF 100.00 FEET; THENCE S 17°32'56" E, A DISTANCE OF 100.00 FEET; THENCE S 23°15'52" E, A DISTANCE OF 100.40 FEET; THENCE S 17°32'56" E, A DISTANCE OF 100.00 FEET; THENCE S 10°42'54" E A DISTANCE OF 100.84 FEET, THENCE S 15°04'04" E, A DISTANCE OF 88.49 FEET; THENCE S 08°53'42" E, A DISTANCE OF 100.10 FEET; THENCE S 08°12'30" E, A DISTANCE OF 100.05 FEET; THENCE S 06°50'02" E, A DISTANCE OF 100.00 FEET; THENCE S 06°56'55" E, A DISTANCE OF 100.00 FEET; THENCE S 06°05'21" E, A DISTANCE OF 800.01 FEET; THENCE S 06°22'32" E, A DISTANCE OF 100.00 FEET; THENCE S 05°48'09" E, A DISTANCE OF 100.00 FEET; THENCE S 06°22'32" E, A DISTANCE OF 100.00 FEET; THENCE S 06°08'47" E, A DISTANCE OF 100.00 FEET; THENCE S 06°36'17" E, A DISTANCE OF 100.00 FEET; THENCE S 05°48'09" E, A DISTANCE OF 100.00 FEET; THENCE S 06°22'32" E, A DISTANCE OF 400.00 FEET; THENCE S 05°48'09" E, A DISTANCE OF 100.00 FEET; THENCE S 06°22'32" E, A DISTANCE OF 100.00 FEET; THENCE S 05°48'09" E, A DISTANCE OF 100.00 FEET; THENCE S 06°22'32" E, A DISTANCE OF 600.00 FEET; THENCE S 05°48'09" E, A DISTANCE OF 100.00 FEET; THENCE S 06°39'43" E, A DISTANCE OF 200.00 FEET; THENCE S 05°48'09" E, A DISTANCE OF 100.00 FEET; THENCE S 05°34'24" E, A DISTANCE OF 100.01 FEET; THENCE S 06°36'17" E, A DISTANCE OF 100.00 FEET; THENCE S 06°56'55" E, A DISTANCE OF 100.00 FEET; THENCE S 06°22'32" E, A DISTANCE OF 100.00 FEET; THENCE S 06°39'43" E, A DISTANCE OF 200.00 FEET; THENCE S 06°22'32" E, A DISTANCE OF 100.00 FEET; THENCE S 06°39'43" E, A DISTANCE OF 200.00 FEET; THENCE S 10°14'17" E, A DISTANCE OF 108.68 FEET; THENCE S 08°35'15" E, A DISTANCE OF 101.12 FEET; THENCE S 16°32'44" E, A DISTANCE OF 200.01 FEET; THENCE S 19°07'23" E, A DISTANCE OF 400.24 FEET; THENCE S 17°24'18" E, A DISTANCE OF 100.00 FEET; THENCE S 14°55'03" E, A DISTANCE OF 75.90 FEET; THENCE DEPARTING SAID PRESCRIPTIVE RIGHT OF WAY LINE RUN THE FOLLOWING 20 COURSES AND DISTANCE ALONG A FENCE LINE; S 88°53'10" W, A DISTANCE OF 514.92 FEET; THENCE S 88°09'06" W, A DISTANCE OF 410.91 FEET; THENCE S 88°34'20" W, A DISTANCE OF 166.19 FEET; THENCE S 87°59'19" W, A DISTANCE OF 330.63 FEET; THENCE S 88°34'57" W, A DISTANCE OF 167.79 FEET; THENCE S 87°45'50" W, A DISTANCE OF 161.70 FEET; THENCE S 88°02'21" W, A DISTANCE OF 330.52 FEET; THENCE S 88°58'14" W, A DISTANCE OF 85.62 FEET; THENCE S 88°05'28" W, A DISTANCE OF 148.69 FEET; THENCE S 87°35'15" W, A DISTANCE OF 94.48 FEET; THENCE S 87°24'39" W, A DISTANCE OF 165.06 FEET; THENCE S 88°53'05" W, A DISTANCE OF 94.15 FEET; THENCE S 88°48'57" W, A DISTANCE OF 1067.37 FEET; THENCE S 83°55'42" W, A DISTANCE OF 138.00 FEET; THENCE S 87°54'50" W, A DISTANCE OF 242.71 FEET; THENCE S 84°59'48" W, A DISTANCE OF 88.03 FEET; THENCE S 88°29'38" W, A DISTANCE OF 328.93 FEET; THENCE S 88°05'05" W, A DISTANCE OF 329.56 FEET; THENCE S 87°31'46" W, A DISTANCE OF

327.03 FEET; THENCE S 00°51'47" E, A DISTANCE OF 37.05 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID SECTION 15; THENCE ALONG SAID SOUTH SECTION LINE S 88°36'04" W, A DISTANCE OF 2667.00 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE ALONG THE SOUTH LINE OF AFORESAID SECTION 16, S 88°18'43" W, A DISTANCE OF 5239.77 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 16; THENCE ALONG THE WEST LINE OF SAID SECTION N 01°54'16" W, A DISTANCE OF 2029.42 FEET TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF SHUNZ ROAD; THENCE ALONG SAID RIGHT OF WAY LINE S 87°08'28" E, A DISTANCE OF 2459.30 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2300.00 FEET, A CENTRAL

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EXHIBIT A – LEASED PREMISES

ANGLE OF 15°53'15" AND A CHORD BEARING OF N 84°54'55" E, THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 637.77 FEET; THENCE N 76°58'17" E, A DISTANCE OF 1787.41 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2100.00 FEET, A CENTRAL ANGLE OF 12°34'01" AND A CHORD BEARING OF N 70°41'17" E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 460.60 FEET TO AN INTERSECTION WITH THE WESTERLY SECTION LINE OF AFORESAID SECTION 15; THENCE ALONG SAID WESTERLY LINE S 00°58'36" E, A DISTANCE OF 673.58 FEET; THENCE DEPARTING SAID SECTION LINE RUN N 88°36'04" E, A DISTANCE OF 2679.80 FEET; THENCE N 88°36'04" E, A DISTANCE OF 2685.82 FEET TO THE EAST LINE OF SAID SECTION 15; THENCE ALONG SAID EAST LINE N 00°55'57" W, A DISTANCE OF 3725.42 FEET TO THE NORTHEAST CORNER OF SAID SECTION 15 ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 11 AND THE POINT OF BEGINNING;

TOGETHER WITH:

A PORTION OF SECTIONS 10 AND 15, TOWNSHIP 16 SOUTH, RANGE 32 EAST OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE NORTHEAST CORNER OF SAID SECTION 15 AS THE POINT OF BEGINNING, RUN S 00°55'57" E, ALONG THE EAST LINE OF SAID SECTION 15, A DISTANCE OF 2707.39 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 15; THENCE CONTINUE S 00°55'57" E, ALONG SAID EAST LINE, A DISTANCE OF 1018.03 FEET; THENCE DEPARTING SAID EAST LINE, S 88°36'04" W, PARALLEL TO THE SOUTH LINE OF SAID SECTION 15, A DISTANCE OF 2685.82 FEET TO THE WEST LINE OF SAID SOUTHEAST ¼ OF SAID SECTION 15; THENCE CONTINUE S 88°36'04" W, A DISTANCE OF 2679.80 FEET TO THE WEST LINE OF SAID SECTION 15; THENCE N 00°58'36" W, ALONG SAID WEST LINE, A DISTANCE OF 673.56 FEET TO THE SOUTHERLY LINE OF WILLOW RUN BOULEVARD EXTENSION WEST (A 200 FOOT EASEMENT FOR ROADWAY AND UTILITY PURPOSES AS RECORDED IN OFFICIAL RECORDS BOOK 2806, PAGE 1370 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA) ALSO KNOWN AS SHUNZ ROAD, AND A POINT ON THE ARC OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2100.00 FEET, A CENTRAL ANGLE OF 15°21'08", AND A CHORD BEARING OF NORTH 56°43'44" EAST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 562.69 FEET TO THE SOUTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 15; THENCE CONTINUE ALONG SAID ARC, AND SAID EASEMENT LINE, THROUGH A CENTRAL ANGLE OF 08°12'58", A DISTANCE OF 301.13 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE CONTINUE ALONG SAID EASEMENT LINE THE FOLLOWING COURSES AND DISTANCES: N 40°50'13" E, A DISTANCE OF 2976.78 FEET TO THE EAST LINE OF THE AFORESAID NORTHWEST ¼ OF SAID SECTION 15; THENCE CONTINUE N 40°50'13" E, A DISTANCE OF 410.96 FEET TO THE SOUTH LINE OF THE SOUTHEAST ¼ OF SAID SECTION 10; THENCE CONTINUE N 40°50'01" E, A DISTANCE OF 1092.02 FEET TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1900.00 FEET, A CENTRAL ANGLE OF 47°55'13", AND A CHORD BEARING OF N 64°47'49.5" E; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1589.09 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N 88°45'25" E, A DISTANCE OF 225.93 FEET TO THE EAST LINE OF SAID SECTION 10; THENCE DEPARTING THE AFORESAID EASEMENT LINE, S 03°22'05" E, ALONG THE EAST LINE OF SAID SECTION 10, A DISTANCE OF 1391.99 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH:

THE WEST ONE HALF (W½) OF SECTION 22, TOWNSHIP 16 SOUTH, RANGE 32 EAST,
EXCEPT, BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 22,
TOWNSHIP 16 SOUTH, RANGE 32 EAST RUN S 00°22'38" E ALONG THE EAST LINE OF
THE NORTHWEST ONE

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EXHIBIT A – LEASED PREMISES

QUARTER OF SAID SECTION 22 A DISTANCE OF 2613.69 FEET TO A ¾ INCH IRON PIPE; THENCE RUN N 01°13'33" W ALONG THE WESTERLY MONUMENTED SUBDIVISION LINE OF TOMOKA FARMS, A PLAT AS RECORDED IN MAP BOOK 22 AT PAGES 168 AND 169 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA A DISTANCE OF 2613.78 FEET; TO THE NORTH LINE OF SAID SECTION 22, THENCE RUN N 89°20'09" E ALONG SAID NORTH SECTION LINE A DISTANCE OF 38.75 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH:

ALL OF SECTION 21, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 20, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 31 EAST, LYING SOUTH OF INTERSTATE 4 (STATE ROAD 400);

TOGETHER WITH:

ALL OF THAT PROPERTY LYING SOUTH OF INTERSTATE 4 (STATE ROAD 400) IN THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 23, TOWNSHIP 16 SOUTH, RANGE 31 EAST;

TOGETHER WITH:

ALL OF THAT PROPERTY LYING SOUTH OF INTERSTATE 4 (STATE ROAD 400) IN THE SOUTHEAST ¼ OF THE SOUTHEAST ¼ OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 31 EAST;

TOGETHER WITH:

ALL OF SECTION 26, TOWNSHIP 16 SOUTH, RANGE 31 EAST LYING SOUTH OF INTERSTATE 4 (STATE ROAD 400);

TOGETHER WITH:

ALL OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 31 EAST;

TOGETHER WITH:

ALL OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

EXHIBIT A – LEASED PREMISES

ALL OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

THE NORTHWEST ONE QUARTER (NW¼) AND THE NORTH ONE HALF OF THE SOUTHWEST ONE QUARTER (N½ OF THE SW¼) AND THE SOUTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER (SE¼ OF THE SW¼) AND THE SOUTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER (SW¼ OF THE SW¼) LESS AND EXCEPT THE SOUTH THREE QUARTERS OF THE EAST ONE HALF OF THE SOUTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER (S¾ OF THE E½ OF THE SW¼ OF THE SW¼) AND EXCEPT THE WEST 200 FEET OF THE EAST 860 FEET OF THE SOUTH 990 FEET OF THE SOUTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER AND ALSO EXCEPT THE NORTH 200 FEET OF THE EAST 860 FEET OF THE SOUTH 1190 FEET OF THE SOUTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

THE SOUTHEAST ONE QUARTER OF THE NORTHWEST ONE QUARTER (SE¼ OF THE NW¼) EXCEPT THE NORTH 8 CHAINS OF THE WEST 4 CHAINS THEREOF AND THE SOUTHWEST ONE QUARTER OF THE NORTHWEST ONE QUARTER (SW¼ OF THE NW¼) EXCEPT THE NORTHEAST ONE QUARTER (NE¼) THEREOF, AND THE SOUTHWEST ONE QUARTER OF SECTION 34, TOWNSHIP 16 SOUTH, RANGE 32 EAST, LESS AND EXCEPT THOSE LANDS DEEDED PER OFFICIAL RECORD BOOK 3276, PAGE 0077 OF THE PUBLIC RECORDS OF SAID VOLUSIA COUNTY; SAID EXCEPTION CONTAINING 199.56 ACRES, MORE OR LESS;

TOGETHER WITH:

ALL OF SAID SECTION 33, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 32 EAST:

TOGETHER WITH:

ALL OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 31 EAST;

TOGETHER WITH:

ALL OF SECTION 4, TOWNSHIP 17 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

EXHIBIT A – LEASED PREMISES

ALL OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 32 EAST, EXCEPTING THEREFROM THE NORTH 330 OF SAID SECTION;

TOGETHER WITH:

ALL OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST, LESS AND EXCEPT THAT PORTION LYING SOUTHEASTERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF STATE ROAD 40-A (A 100 FOOT WIDE RIGHT OF WAY ACCORDING TO DEED RECORDED IN OFFICIAL RECORDS BOOK 3131, PAGE 1822 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 10; THENCE S 01°10'35" E ALONG THE EAST LINE OF THE NORTHEAST ¼ OF SAID SECTION 10 FOR A DISTANCE OF 2341.08 FEET TO A POINT IN SAID SOUTHERLY RIGHT OF WAY LINE, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE S 01°10'35" E ALONG SAID EAST LINE A DISTANCE OF 304.08 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST ¼ OF SAID SECTION 10; THENCE S 01°10'54" E ALONG THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 10 FOR A DISTANCE OF 2645.16 FEET TO THE SOUTHEAST CORNER OF THE SOUTHEAST ¼ OF SAID SECTION 10; THENCE S 88°01'59" W ALONG THE SOUTH LINE OF SAID SOUTHEAST ¼ A DISTANCE OF 2655.92 FEET TO THE SOUTHWEST CORNER OF SAID SOUTHEAST ¼; THENCE S 88°01'42" W ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF SAID SECTION 10 FOR A DISTANCE OF 1629.89 FEET TO A POINT IN THE SOUTHERLY RIGHT OF WAY LINE OF SAID STATE ROAD 40-A, SAID POINT BEING THE POINT OF CURVATURE OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2050.00 FEET, A CHORD BEARING OF N 37°06'49" E, A CHORD DISTANCE OF 368.77 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°19'15", FOR AN ARC DISTANCE OF 369.27 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N 31°57'11" E A DISTANCE OF 1187.21 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1950.00 FEET, A CHORD BEARING OF N 49°24'32" E, A CHORD DISTANCE OF 1169.88 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 34°54'41", FOR AN ARC DISTANCE OF 1188.17 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N 66°51'52" E A DISTANCE OF 1942.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 9950.00 FEET, A CHORD BEARING OF N 68°22'07" E, A CHORD DISTANCE OF 522.37 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 03°00'30", FOR AN ARC DISTANCE OF 522.43 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N 69°52'22" E A DISTANCE OF 225.47 FEET TO CLOSE ON THE POINT OF BEGINNING.

TOGETHER WITH:

THE EAST ONE HALF OF THE NORTHEAST ONE QUARTER (E½ OF THE NE¼) OF SAID SECTION 9, TOWNSHIP 17 SOUTH, RANGE 32 EAST;

LESS AND EXCEPT:

A PORTION OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 32 EAST AND A PORTION OF THE NORTHWEST ¼ OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 10,

EXHIBIT A – LEASED PREMISES

THENCE ALONG THE NORTH LINE OF SAID SECTION 10 N 89°08'22" E, 114.10 FEET TO THE APPROXIMATE CENTERLINE OF A DIRT ROAD; THENCE ALONG SAID CENTERLINE THE FOLLOWING COURSES: S 24°33'02" E 403.94 FEET; THENCE S 33°09'59" E, 496.21 FEET; THENCE S 31°46'56" E, 347.95 FEET; THENCE S 30°43'20" E, 282.76 FEET; THENCE S 12°53'21" E, 276.95 FEET; THENCE S 19°01'14" E, 231.14 FEET; THENCE S 21°07'52" E, 222.48 FEET; THENCE DEPART SAID CENTERLINE N 89°47'39" W, 1519.25 FEET; THENCE N 04°12'23" W, 346.28 FEET; THENCE N 26°28'24" W, 379.35 FEET; THENCE N 03°52'27" W, 388.74 FEET; THENCE N 24°21'24" W, 268.89 FEET; THENCE N 09°21'27" W, 693.73 FEET TO THE NORTH LINE, THE NORTHEAST ¼ OF SAID SECTION 9; THENCE ALONG SAID NORTH LINE N 89°27'09" E;

AND LESS AND EXCEPT:

THAT PORTION OF THE WEST ½ OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 10, SAID POINT BEING ON THE WESTERLY RIGHT OF LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT COMPANY EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 678, PAGE 503 AND OFFICIAL RECORDS BOOK 756, PAGE 67 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN S 01°17'44" E ALONG THE WESTERLY RIGHT OF LINE OF SAID FLORIDA POWER AND LIGHT COMPANY EASEMENT, A DISTANCE OF 3044.08 FEET MORE OR LESS TO A POINT IN THE CENTERLINE OF OLD PIONEER TRAIL, A PRESCRIPTIVE RIGHT OF WAY; THENCE RUN S 33°04'30" W ALONG THE CENTERLINE OF SAID OLD PIONEER TRAIL, A DISTANCE OF 449.39 FEET MORE OR LESS TO A POINT IN THE CENTERLINE OF AN UNNAMED DIRT ROAD; THENCE TRAVERSING THE CENTERLINE OF SAID UNNAMED DIRT ROAD FOR THE FOLLOWING COURSES AND DISTANCES: RUN S 86°42'57" W, A DISTANCE OF 208.94 FEET; THENCE RUN N 82°03'03" W, A DISTANCE OF 227.63 FEET; THENCE RUN N 60°26'51" W, A DISTANCE OF 196.85 FEET; THENCE RUN N 52°46'26" W, A DISTANCE OF 213.91 FEET; THENCE RUN N 26°57'30" W, A DISTANCE OF 539.59 FEET; THENCE RUN N 19°51'39" W, A DISTANCE OF 518.84 FEET; THENCE RUN N 21°20'57" W, A DISTANCE OF 360.14 FEET; THENCE RUN N 19°14'27" W, A DISTANCE OF 231.14 FEET; THENCE RUN N 13°06'30" W, A DISTANCE OF 276.95 FEET; THENCE RUN N 30°56'27" W, A DISTANCE OF 282.76 FEET; THENCE RUN N 32°00'05" W, A DISTANCE OF 347.95 FEET; THENCE RUN N 33°23'08" W, A DISTANCE OF 496.21 FEET; THENCE RUN N 24°46'11" W, A DISTANCE OF 403.94 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST; THENCE RUN N 88°30'35" E ALONG SAID NORTH LINE OF SECTION 10, A DISTANCE OF 2415.89 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT COMPANY EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 678, PAGE 603 AND OFFICIAL RECORDS BOOK 756, PAGE 67 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE POINT OF BEGINNING.

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EXHIBIT B – SCHEDULED HUNT AREA

SCHEDULED HUNT AREA

PORTION OF TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA,
AS FOLLOWS:

ALL OF SECTION 4, TOWNSHIP 17 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 3, TOWNSHIP 17 SOUTH, RANGE 32 EAST, EXCEPTING THEREFROM THE
NORTH 330 OF SAID SECTION;

TOGETHER WITH:

ALL OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST, LESS AND EXCEPT THAT
PORTION LYING SOUTHEASTERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF STATE
ROAD 40-A (A 100 FOOT WIDE RIGHT OF WAY ACCORDING TO DEED RECORDED IN
OFFICIAL RECORDS BOOK 3131, PAGE 1822 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY,
FLORIDA), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF
REFERENCE, COMMENCE AT THE NORTHEAST CORNER OF SAID SECTION 10; THENCE S
01°10'35" E ALONG THE EAST LINE OF THE NORTHEAST ¼ OF SAID SECTION 10 FOR A
DISTANCE OF 2341.08 FEET TO A POINT IN SAID SOUTHERLY RIGHT OF WAY LINE, SAID
POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE S 01°10'35" E ALONG SAID
EAST LINE A DISTANCE OF 304.08 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST
¼ OF SAID SECTION 10; THENCE S 01°10'54" E ALONG THE EAST LINE OF THE SOUTHEAST
¼ OF SAID SECTION 10 FOR A DISTANCE OF 2645.16 FEET TO THE SOUTHEAST CORNER OF
THE SOUTHEAST ¼ OF SAID SECTION 10; THENCE S 88°01'59" W ALONG THE SOUTH LINE
OF SAID SOUTHEAST ¼ A DISTANCE OF 2655.92 FEET TO THE SOUTHWEST CORNER OF SAID
SOUTHEAST ¼; THENCE S 88°01'42" W ALONG THE SOUTH LINE OF THE SOUTHWEST ¼ OF
SAID SECTION 10 FOR A DISTANCE OF 1629.89 FEET TO A POINT IN THE SOUTHERLY RIGHT
OF WAY LINE OF SAID STATE ROAD 40-A, SAID POINT BEING THE POINT OF CURVATURE
OF A CURVE CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 2050.00 FEET, A CHORD
BEARING OF N 37°06'49" E, A CHORD DISTANCE OF 368.77 FEET; THENCE NORTHEASTERLY
ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 10°19'15", FOR AN ARC
DISTANCE OF 369.27 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID
SOUTHERLY RIGHT OF WAY LINE N 31°57'11" E A DISTANCE OF 1187.21 FEET TO THE POINT
OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 1950.00
FEET, A CHORD BEARING OF N 49°24'32" E, A CHORD DISTANCE OF 1169.88 FEET; THENCE
NORTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF
34°54'41", FOR AN ARC DISTANCE OF 1188.17 FEET TO THE POINT OF TANGENCY; THENCE
CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE N 66°51'52" E A DISTANCE OF
1942.22 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY,
HAVING A RADIUS OF 9950.00 FEET, A CHORD BEARING OF N 68°22'07" E, A CHORD
DISTANCE OF 522.37 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE
THROUGH A CENTRAL ANGLE OF 03°00'30", FOR AN ARC DISTANCE OF 522.43 FEET TO THE
POINT OF TANGENCY; THENCE CONTINUE ALONG SAID SOUTHERLY RIGHT OF WAY LINE
N 69°52'22" E A DISTANCE OF 225.47 FEET TO CLOSE ON THE POINT OF
BEGINNING. TOGETHER WITH:

EXHIBIT B – SCHEDULED HUNT AREA

THE EAST ONE HALF OF THE NORTHEAST ONE QUARTER ($E\frac{1}{2}$ OF THE $NE\frac{1}{4}$) OF SAID SECTION 9, TOWNSHIP 17 SOUTH, RANGE 32 EAST;

LESS AND EXCEPT:

A PORTION OF THE EAST $\frac{1}{2}$ OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 32 EAST AND A PORTION OF THE NORTHWEST $\frac{1}{4}$ OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 10, THENCE ALONG THE NORTH LINE OF SAID SECTION 10 N $89^{\circ}08'22''$ E, 114.10 FEET TO THE APPROXIMATE CENTERLINE OF A DIRT ROAD; THENCE ALONG SAID CENTERLINE THE FOLLOWING COURSES: S $24^{\circ}33'02''$ E 403.94 FEET; THENCE S $33^{\circ}09'59''$ E, 496.21 FEET; THENCE S $31^{\circ}46'56''$ E, 347.95 FEET; THENCE S $30^{\circ}43'20''$ E, 282.76 FEET; THENCE S $12^{\circ}53'21''$ E, 276.95 FEET; THENCE S $19^{\circ}01'14''$ E, 231.14 FEET; THENCE S $21^{\circ}07'52''$ E, 222.48 FEET; THENCE DEPART SAID CENTERLINE N $89^{\circ}47'39''$ W, 1519.25 FEET; THENCE N $04^{\circ}12'23''$ W, 346.28 FEET; THENCE N $26^{\circ}28'24''$ W, 379.35 FEET; THENCE N $03^{\circ}52'27''$ W, 388.74 FEET; THENCE N $24^{\circ}21'24''$ W, 268.89 FEET; THENCE N $09^{\circ}21'27''$ W, 693.73 FEET TO THE NORTH LINE, THE NORTHEAST $\frac{1}{4}$ OF SAID SECTION 9; THENCE ALONG SAID NORTH LINE N $89^{\circ}27'09''$ E;

TOGETHER WITH:

THAT PORTION OF THE WEST $\frac{1}{2}$ OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF SAID SECTION 10, SAID POINT BEING ON THE WESTERLY RIGHT OF LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT COMPANY EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 678, PAGE 503 AND OFFICIAL RECORDS BOOK 756, PAGE 67 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN S $01^{\circ}17'44''$ E ALONG THE WESTERLY RIGHT OF LINE OF SAID FLORIDA POWER AND LIGHT COMPANY EASEMENT, A DISTANCE OF 3044.08 FEET MORE OR LESS TO A POINT IN THE CENTERLINE OF OLD PIONEER TRAIL, A PRESCRIPTIVE RIGHT OF WAY; THENCE RUN S $33^{\circ}04'30''$ W ALONG THE CENTERLINE OF SAID OLD PIONEER TRAIL, A DISTANCE OF 449.39 FEET MORE OR LESS TO A POINT IN THE CENTERLINE OF AN UNNAMED DIRT ROAD; THENCE TRAVERSING THE CENTERLINE OF SAID UNNAMED DIRT ROAD FOR THE FOLLOWING COURSES AND DISTANCES: RUN S $86^{\circ}42'57''$ W, A DISTANCE OF 208.94 FEET; THENCE RUN N $82^{\circ}03'03''$ W, A DISTANCE OF 227.63 FEET; THENCE RUN N $60^{\circ}26'51''$ W, A DISTANCE OF 196.85 FEET; THENCE RUN N $52^{\circ}46'26''$ W, A DISTANCE OF 213.91 FEET; THENCE RUN N $26^{\circ}57'30''$ W, A DISTANCE OF 539.59 FEET; THENCE RUN N $19^{\circ}51'39''$ W, A DISTANCE OF 518.84 FEET; THENCE RUN N $21^{\circ}20'57''$ W, A DISTANCE OF 360.14 FEET; THENCE RUN N $19^{\circ}14'27''$ W, A DISTANCE OF 231.14 FEET; THENCE RUN N $13^{\circ}06'30''$ W, A DISTANCE OF 276.95 FEET; THENCE RUN N $30^{\circ}56'27''$ W, A DISTANCE OF 282.76 FEET; THENCE RUN N $32^{\circ}00'05''$ W, A DISTANCE OF 347.95 FEET; THENCE RUN N $33^{\circ}23'08''$ W, A DISTANCE OF 496.21 FEET; THENCE RUN N $24^{\circ}46'11''$ W, A DISTANCE OF 403.94 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST; THENCE RUN N $88^{\circ}30'35''$ E ALONG SAID NORTH LINE OF SECTION 10, A DISTANCE OF 2415.89 FEET, MORE OR LESS, TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF THAT CERTAIN FLORIDA POWER AND LIGHT COMPANY EASEMENT, RECORDED IN OFFICIAL RECORDS BOOK 678, PAGE 603 AND OFFICIAL RECORDS BOOK 756, PAGE 67 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE POINT OF BEGINNING.

LESS AND EXCEPT CERTAIN PARCELS AS GENERALLY IDENTIED IN EXHIBIT “D” AS FOLLOWS:

VOLUSIA COUNTY TRAP AND SKEET RANGE

PORT ORANGE POLICE DEPARTMENT SHOOTING RANGE

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EXHIBIT C – PRIMITIVE HUNT AREA

Primitive Hunt Area

PORTIONS OF TOWNSHIP 16 SOUTH, RANGE 32 EAST AND TOWNSHIP 16 SOUTH, RANGE 31 EAST DESCRIBED AS FOLLOWS:

A PORTION OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SECTION 18, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND SECTION 13, TOWNSHIP 16 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE INTERSECTION OF THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 17 AND NORTHERLY RIGHT OF WAY LINE OF SHUNZ ROAD, A 200 FOOT RIGHT OF WAY AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 2537, PAGE 1319, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN SOUTH 01°09'24" EAST, ALONG SAID EAST LINE, 2229.85 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE SOUTH 89°36'00" WEST ALONG THE SOUTH LINE OF SAID SECTION 17, A DISTANCE OF 2652.78 FEET TO THE SOUTH ¼ CORNER OF SAID SECTION 17; THENCE SOUTH 89°34'03" WEST, ALONG THE SOUTH LINE, 2653.58 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE SOUTH 88°51'25" WEST ALONG THE SOUTH LINE OF SAID SECTION 18, A DISTANCE OF 2664.69 FEET TO THE SOUTH ¼ CORNER OF SAID SECTION 18; THENCE SOUTH 89°42'03" WEST ALONG SAID SOUTH LINE, 2665.19 FEET TO THE SOUTHEAST CORNER OF SECTION 13; THENCE SOUTH 89°11'48" WEST ALONG THE SOUTH LINE OF SAID SECTION 13, A DISTANCE OF 1535.55 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE 4 (S.R. 400), A 300 FOOT RIGHT OF WAY; THENCE NORTH 39°51'26" EAST ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 39°51'26" EAST, 4391.35 FEET; NORTH 82°07'51" EAST, 371.65 FEET; NORTH 39°51'26" EAST, 400.00 FEET; NORTH 02°24'59" WEST, 371.65 FEET; NORTH 39°51'26" EAST, 1651.56 FEET TO THE NORTH LINE OF SAID SECTION 18; THENCE DEPART SAID SOUTHEASTERLY RIGHT OF WAY LINE, NORTH 88°36'48" EAST ALONG NORTH LINE OF SAID SECTION 18, A DISTANCE OF 2320.32 FEET TO THE NORTHWEST CORNER OF SAID SECTION 17: THENCE NORTH 89°26'55" EAST ALONG NORTH LINE OF SAID SECTION 17, A DISTANCE OF 1158.89 FEET; THENCE DEPART SAID NORTH LINE SOUTH 01°09'14" EAST, 3101.62 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID SHUNZ ROAD AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2100.00 FEET, A CENTRAL ANGLE OF 11°01'48" AND A CHORD BEARING OF NORTH 83°12'24" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 404.27 FEET; THENCE NORTH 88°43'18" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 2218.74 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 5100.00 FEET AND A CENTRAL ANGLE OF 04°53'20"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 435.17 FEET; THENCE SOUTH 86°23'22" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1051.53 FEET TO THE POINT OF BEGINNING; LESS AND EXCEPT THAT PORTION OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 32 EAST SOUTH OF SAID RIGHT OF WAY OF SHUNZ ROAD, A 200 FOOT RIGHT OF WAY AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 2537, PAGE 1319, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

TOGETHER WITH:

ALL OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

EXHIBIT C – PRIMITIVE HUNT AREA

ALL OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

ALL OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 31 EAST;

TOGETHER WITH:

THE EAST ½ OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 31 EAST;

TOGETHER WITH:

THE EAST ½ OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 31 EAST, LYING SOUTH OF
INTERSTATE 4 (STATE ROAD 400);

TOGETHER WITH:

ALL OF SECTION 20, TOWNSHIP 16 SOUTH, RANGE 32 EAST, EXCEPTING THE EAST 875 FEET.

LESS AND EXCEPT CERTAIN PARCELS AS GENERALLY IDENTIFIED IN EXHIBIT “D” AS FOLLOWS:

VOLUSIA COUNTY TRAP AND SKEET RANGE
PORT ORANGE POLICE DEPARTMENT SHOOTING RANGE

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EXHIBIT D – MAP OF LEASE AREA

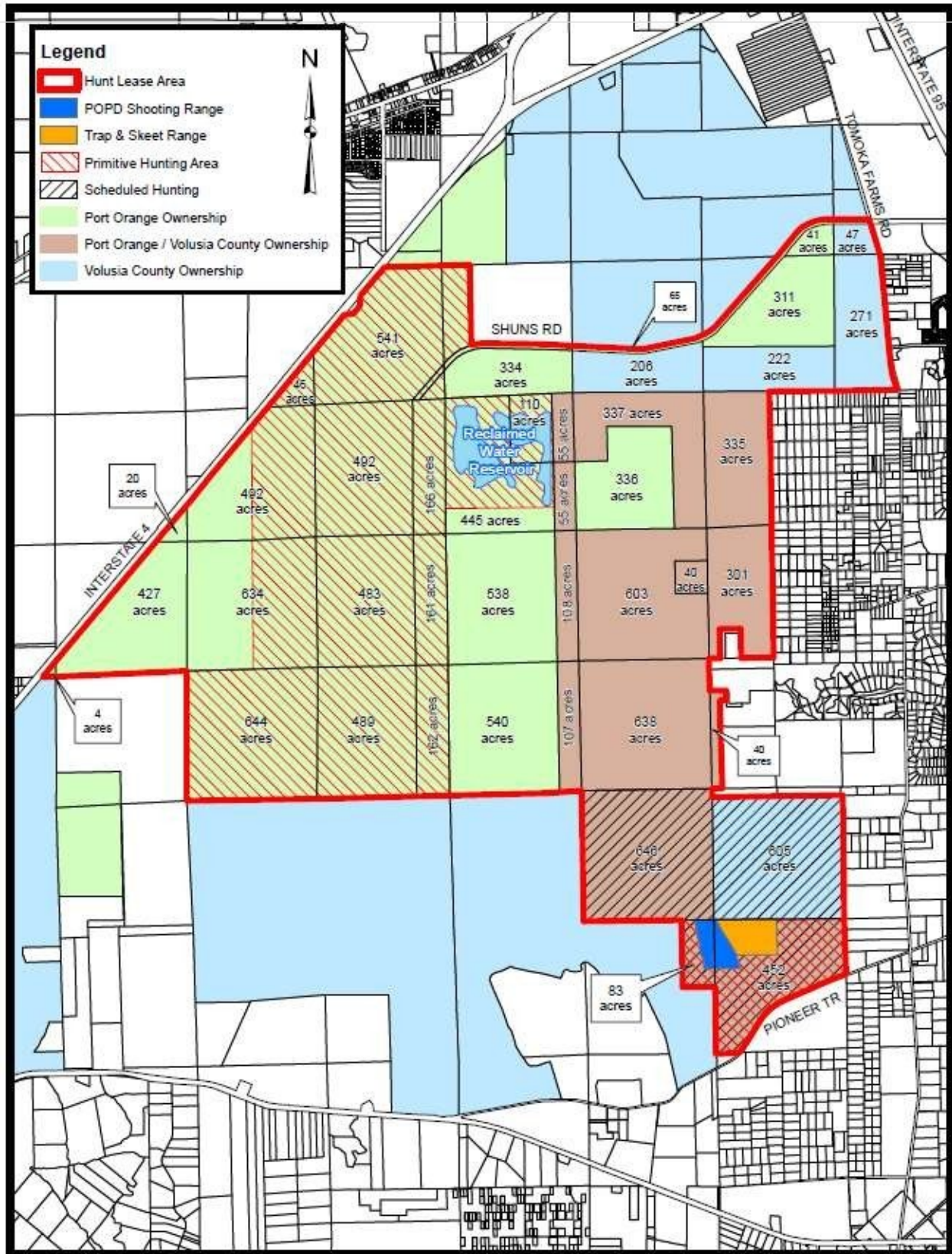


EXHIBIT E – MAP OF HUNT CAMP



END OF SPECIFICATIONS

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SECTION 4 – STANDARD PURCHASING 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 the 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. **Highest Responsible Bid** means the responsive Bid meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the most revenue 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. **Highest Responsible Bidder** means the Bidder submitting Highest 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”.)

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.

The City reserves the right to award to that Vendor who proposes the highest and best responsive bid as determined in compliance with Ordinance No. 2019-3 for Local Purchasing Preference. A copy of the Ordinance may be obtained from the Purchasing Division upon request or by using Demand Star www.demandstar.com.

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 the request of the Purchasing Manager.

8. AWARDS FOR LOCAL PREFERENCE HIGHEST AND BEST

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 ITB is issued in accordance to the highest and best 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 s1324a(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, or Purchase Order issued to the HIGHEST 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 on the City of Port Orange website, Bid Opportunities page at www.port-orange.org/bids.aspx or by email 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. CERTIFICATE OF INSURANCE

If required upon notice of intent to award contract resulting from this solicitation, the selected Vendor will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance requirements of this solicitation and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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)

26. 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.

27. 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.

28. 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.

29. 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.

30. 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.

31. 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.

32. DETERMINATION OF HIGHEST AND BEST RESPONSIBLE BIDDER/PROPOSER

In determining the highest 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.

33. 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.

34. 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' 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.

35. 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 a anyyBidder/Proposer, at any time, to clarify, verify or request information with regard to any Response.

36. 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.

37. 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.

38. FACILITIES

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

39. 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.

40. 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.

41. 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.

42. 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.

43. 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.

44. 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.

45. 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.

46. 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.

47. 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.

48. 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.

49. 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.

50. 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.

51. 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.

52. INSURANCE REQUIREMENTS

If required, the Vendor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the Vendor'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. The Vendor shall not commence work under the contract until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. The Vendor 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	Limits: Standards	Comments
Workers' Compensation <u>Additional Coverage:</u>	Coverage A - Statutory Coverage B - \$100,000 All States (Broad Form) Voluntary Compensation	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.
Comprehensive General Liability (including Completed Operations and Contractual Liability)	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000. Aggregate	When the Contract 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>Additional Coverage:</u>	Auto Liability Body Injury: \$100,000 each person, \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence. Non-Owned, Hired Car	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage

Property Insurance Builders Risk. <u>Additional Coverage:</u>	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as insured AIMA	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
Professional Liability (Errors & Omissions)	Coverage- \$1,000,000 minimum	

53. 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.

54. 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.

55. 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.

56. 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.

57. 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.

58. LITERATURE (if applicable):

If no brand, model or make is specified, Vendors shall submit 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.

59. 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:

- (1) Competitive Bids when seeking highest and best responsible bid for revenue generating solicitations
- a. Except as set forth in this subsection (2), revenue-generating solicitations follow the same purchasing guidelines and solicitation requirements for the purchase of goods or services. Revenue-generating solicitations may include audit procedures which have been reviewed by the Finance Department. This subsection (2) shall apply to solicitations issued by the City of Port Orange that seek a revenue generating proposal, including but not limited to the following:

1. Sale or lease of property
2. Roll-offs
3. Wrecker Services
4. Concessions
5. Licensing Services
6. Copyrights
7. Equipment and other personal property

8. Any other solicitations that will generate revenue to the City of Port Orange, consistent with City of Port Orange Code of Ordinances and as otherwise authorized.

(a)

- (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 highest 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 highest 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 highest 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 highest 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 highest 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 highest 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) 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.

60. **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.

61. **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.

62. **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.

63. **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.

64. 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.

65. 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.

66. 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.

67. 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).

68. PATENTS/COPYRIGHTS

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

69. PRE-BID CONFERENCE OR PRE-PROPOSAL CONFERENCE

The Purchasing Manager shall determine if a pre-bid conference is required 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 non-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.

70. 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, or electronically imputed in the blank spaces for each item, with the amounts extended if a unit price bid, and all amounts totaled. 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.

71. 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.

72. 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.

73. 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.

74. 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.

75. 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.

76. 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.

77. 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 bylaw.

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.

78. 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 qualified 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.

79. 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.

80. 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.

81. 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.

82. 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.

83. RECYCLED MATERIALS

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

84. 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 highest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the Buyer 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.)

85. 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.

86. 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.

87. 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.

88. 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.

89. 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.

90. 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.

91. 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.

92. 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.

93. 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.

94. 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.

95. SIGNED RESPONSE CONSIDERED ANOFFER

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.

96. 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.

97. 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 Van Valkenburgh, 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.

98. 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.

99. **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.

100. **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.

101. **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.

102. **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.

103. **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.

104. 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.

105. 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.

106. 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.

107. 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.

108. 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.

109. 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.

110. 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)

111. 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.

[Remainder of this page left intentionally blank]

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.

CONTRACT TERM:

The term of the contract shall be five (5) years with two (2) one-year renewal options agreed upon by both parties.

ELIGIBILITY OF VENDOR:

To be eligible to respond to this ITB, the Vendors must have prior experience working with the services described in this ITB. Please provide eligibility experience with your submittal.

The Bidder, shall include any of the following: persons acting as a sole proprietor, partners, managers, members, executives, officers, directors, employees, leased employees, contractors and agents. The Bidder shall demonstrate a record without any convictions, plea of nolo contendere reduced plea agreement for criminal charge; or a violation or fine relating to the permitted activities of the lease as governed by federal, state and local laws, rules and regulations, including the Florida Fish and Wildlife Commission. The city shall disqualify a Bidder who fails to demonstrate a clear record as described above. Upon the city's request, the Bidder shall in no less than 10 days submit a form and the fee for each person's background screening.

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 cooperative contract in lieu of making an award.

AWARD: The City Council is seeking a vendor for the award that is the HIGHEST, RESPONSIVE, RESPONSIBLE BIDDER.

[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 – Statement of Vendor’s Qualifications
- _____ Form 7.8 – Professional References for Previous Experience
- _____ Form 7.9 – Local Business Acknowledgement of Eligibility
- _____ Form 7.10 – Affidavit for Vendor Background
- _____ Attachment 1 – Bid Proposal
- _____ Attachment 2 – ORDINANCE NO. 2019-3
- _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version in PDF format.

BY: _____
Name of Business

Authorized Signature

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):

NAME OF BUSINESS

MAILING ADDRESS

AUTHORIZED SIGNATURE

CITY, STATE & ZIP CODE

NAME, TITLE, TYPED

TELEPHONE NUMBER / FAX NUMBER

FEDERAL IDENTIFICATION #

E-MAIL ADDRESS

STATE OF _____ COUNTY OF _____

The foregoing instrument was acknowledged before me this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

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 # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ 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.”

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____

_____, by _____,
_____, as _____ of
(NAME) (TITLE)

_____ and who:
(NAME OF ORGANIZATION)

[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:

This document must be completed and returned with your Submittal

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.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by
_____, as _____ of _____

(NAME)

(TITLE)

_____ and who:

(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

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 _____, who, being by me first duly sworn, made the following statement:

1. The business address of _____ (name of Offeror or business) is _____.
2. My relationship to _____ (name of Offeror or business) is _____ (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.)**

Name of Business

By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before _____ me this _____ day of _____, 20____, by _____, as _____ of _____ 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:

This document must be completed and returned with your Submittal

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: _____

SIGNED BY: _____
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

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): _____

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF VENDOR’S QUALIFICATIONS

The City shall conduct a background check and criminal history record inspection for the Bidder access qualifications. The term Bidder as contained in this paragraph shall include the following: all individuals acting as a sole proprietor, all partners in a partnership, all managers in a limited liability corporation, all corporate officers, directors, and any employees, including leased employees of the Bidder. The City shall conduct the inspection of the Bidders record after the submittal of the bid proposals. The Bidder who seeks access to the hunt lease premises shall meet the qualifications described herein throughout the bid process and the term of the lease. A Bidder who has a record of conviction for criminal conduct, a nolo contendere plea for a criminal charge, or reduced plea for a criminal charge shall be disqualified.

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 7.7 is complete, true, and correct to the best of their knowledge and belief. If necessary, questions may be answered on separate paper and attached, with any additional information that may be pertinent to the following:

ITB #19-06 HUNT CLUB LEASE _____

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General scope and character of work performed by your company.
- H. Have you ever failed to complete any work awarded to you? If so, where and why?
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ _____

- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me this _____ day of _____, 20____, by
_____, as _____
of _____ 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:

This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein.

Please provide at least one (1), but preferably three (3) current and correct references from clients for similar services.

1. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
2. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____
3. Company Name: _____
Contact Person: _____
City, State: _____
Telephone Number: _____
Email Address: _____
Description of goods or
Services provided: _____
Contract Amount: _____
Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

FORM 7.9 – LOCAL BUSINESS ACKNOWLEDGEMENT 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): _____

BUSINESS NAME: _____

CONTACT PERSON/TITLE: _____

MAILING ADDRESS: _____

CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

Physical Presence of Business: ☐ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☐ The State of Florida

FEIN (Federal Employer Identification Number): _____

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

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

****Please attach the following:****Valid business tax receipt****other supporting documentation******Acknowledgement for Local Preference**

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

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 highest and best responsible bid from a non-Port Orange business; A Volusia County business initial bid must be within (5%) of the highest and best responsible bid from a non-Volusia County business; A State of Florida business initial bid must be within (3%) of the highest 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.

(Form 7.9 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

SIGNATURE OF NOTARY PUBLIC
THIS _____ DAY OF _____, 20____
My Commission Expires: _____

NOTARY SEAL

SIGNATURE OF AFFIANT DATE

PRINTED NAME OF AFFIANT / TITLE

COMPANY

This document must be completed and returned with your Submittal

"ATTACHMENT 1" LEASE FEE PROPOSAL FORM				
				
CITY OF PORT ORANGE				
ITB # 19-06				
HUNT CLUB LEASE				
Completed Attachment 1 Lease Fee 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 cells, preferably electronically.				
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.				
NAME OF BUSINESS:				
CONTACT PERSON:				
EMAIL ADDRESS:				
AUTHORIZED NAME:				
AUTHORIZED SIGNATURE:				
LEASE FEE PROPOSAL				
ITEM #		1 YEAR ANNUAL TOTAL PAID IN ADVANCE		
1	Lease proposal with dogs Base Rent LESSEE shall pay to LESSOR on the 1st day of August 2019 during the first Term and successively on the 1st day of August for any Renewal Term, Base Rent in the amount of	\$0.00		
2	Lease proposal without dogs Base Rent LESSEE shall pay to LESSOR on the 1st day of August 2019 during the first Term and successively on the 1st day of August for any Renewal Term, Base Rent in the amount of	\$0.00		
AWARD: THIS BID WILL BE AWARDED TO THE HIGHEST, RESPONSIVE, RESPONSIBLE BIDDER				
Note: Dog hunting is allowed for feral hogs regardless of the bid provided above				

ORDINANCE NO. 2019-3

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, DIVISION 2, SECTION 2-275 TO ESTABLISH A NEW SUB-SECTION REGARDING APPLICATION OF THE LOCAL PURCHASING PREFERENCE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, it is City Council's intent to clarify the application of Section 2-275 as it relates to revenue-generating solicitations issued by the City of Port Orange; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strike through (~~strike-through~~) type shall constitute deletions from the original text.

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

SECTION 1: Chapter 2, Article VI, Division 2, Section 2-275 of the Code of Ordinances, City of Port Orange, is hereby amended, in part, to read as follows:

Chapter 2 -

ADMINISTRATION

ARTICLE VI. - FINANCE

DIVISION 2. - PURCHASE AND SALE

PROCEDURE Sec. 2-275. - Local Purchasing

Preference.

(a) - (b) *[Remain Unchanged]*

(c) *Local preference process.* 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:

(1) Competitive bids when seeking lowest and best responsible bid.

- a. Except as set forth in subsection (2), this subsection (1) shall apply to City solicitations for formal bidding procedure in accordance with 2-262, Code of Ordinances.
- b. *Port Orange business.* In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent 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 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.
- c. *Volusia County business.* In any competitive bidding process where a Volusia County business is within five percent 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 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.
- d. *Florida business.* In any competitive bidding process where a Florida business is within three percent 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 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.
- e. *Tied bid preference.* In case of a tie between a local business and a nonlocal 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.

(2) Competitive bids when seeking highest and best responsible bid for revenue generating solicitations.

- a. Except as set forth in this subsection (2), revenue-generating solicitations follow the same purchasing guidelines and solicitation requirements for the purchase of goods or services. Revenue-generating solicitations may include audit procedures which have been reviewed by the Finance Department. This subsection (2) shall apply to solicitations issued by the City of Port Orange that seek a revenue generating proposal, including but not limited to the following:
 1. Sale or lease of property
 2. Roll-offs
 3. Wrecker Services
 4. Concessions

5. Licensing Services
6. Copyrights
7. Equipment and other personal property
8. Any other solicitations that will generate revenue to the City of Port Orange, consistent with City of Port Orange Code of Ordinances and as otherwise authorized.

- b. Port Orange business. In any competitive bidding process where a bid submitted by a Port Orange business is within eight percent of the highest and best responsible bid submitted by a non-Port Orange business, then the Port Orange business shall have the opportunity to submit, within five working days of the bid opening, a best and final bid equal to or higher than the amount of the original high bid. The bid shall then be awarded to the highest and best responsible bidder.
- c. Volusia County business. In any competitive bidding process where a Volusia County business is within five percent of the highest 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 working days of the bid opening, a best and final bid equal to or higher than the amount of the original high bid. The bid shall then be awarded to the highest and best responsible bidder.
- d. Florida business. In any competitive bidding process where a Florida business is within three percent of the highest and best responsible bid submitted by a non-local business, then the Florida business shall have the opportunity to submit, within five working days of the bid opening, a best and final bid equal to or higher than the amount of the original high bid. The bid shall then be awarded to the highest and best responsible bidder.
- e. 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.

(3) 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:

- a. Port Orange business shall be granted up to eight percent of the available points.
- b. Volusia County business shall be granted up to five percent of the available points.
- c. Florida business shall be granted up to three percent of the available points.
- d. Tied bid preference. In case of a tie between a local business and a nonlocal

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.

(d) - (e) *[Remain Unchanged]*

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. The provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the sections of this ordinance may be renumbered or re-lettered to accomplish such intention. The code codifier is granted liberal authority to codify the provisions of the ordinance.

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: _____
Margaret T. Roberts, City Attorney



End of Solicitation Documents



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-19-06
ITB TITLE: HUNT CLUB LEASE
OPENING DATE/TIME: March 19, 2019 AT 2:30 P.M.

			Response 1	Response 2	Response 3	Response 4
Submittal Required Forms (mark "yes" or "no")			G&G Outdoors, LLC	Smokey Hunt Club, Inc	Vendor	Vendor
1	Form 7.2 – Vendor’s Acknowledgement		YES	YES		
2	Form 7.3 – Addendum and Change Order Procedure		YES	YES		
3	Form 7.4 – Drug Free/Tie Preference Statement		YES	YES		
4	Form 7.5 – Public Entity Crimes Statement		YES	YES		
5	Form 7.6 – Affidavit of Anti-Collusion		YES	YES		
6	Form 7.7– Statement of Vendor’s Qualifications		YES	YES		
7	Form 7.8 – Professional References for Previous Exp.		YES	YES		
8	Form 7.9 – Local Business Affidavit of Eligibility		YES	YES		
9	Attachment 1 - Bid Proposal		YES	YES		
10	Attachment 2 - ORDINANCE NO. 2019-3		YES	YES		
	Comments					
	1 Original, 1 Digital (CD or flash drive)in PDF format.		YES	YES		
	Deemed Responsive		YES	YES		
	Additional Comments					
	Based on SOW With Dogs		\$185,331.78	\$174,102.00	\$0.00	\$0.00
	Based on SOW Without Dogs		\$49,356.00	\$129,559.00	\$0.00	\$0.00
	Opened and tabulated by:		David Van Valkenburgh Purchasing Agent			
	Witnessed by:		Joseph Castro Purchasing Buyer			



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 4/16/2019

Consent item: Yes

SUBJECT: (C9) Resolution No. 19-13 - amending Resolution 18-18 to approve a Conservation Easement for additional wellfield lands for Gopher Tortoise Mitigation, including the conservation and management plan dated September 10, 2018

DEPARTMENT: Public Utilities

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 19-13 and the execution of the Conservation Easement for Phases 4 & 5, including Exhibits and subject to the City Manager and City Attorney approval of the final FWC approved documents.

SUMMARY: In 2009 the City of Port Orange established a tortoise mitigation bank within the city's wellfield property. The city currently conserves land for the relocation of tortoises to the bank approved property, Phase 1, 2 and 3. The attached Conservation Easement adds Phases 4 & 5 to the city's Gopher Tortoise Mitigation Bank. Upon recording of the Conservation Easement the city will have the right to operate its existing utility facilities commensurately with the operation of the tortoise bank.

The Conservation Easement includes two exhibits as follows: (1) Legal descriptions, 19 pages and (2) the conservation and management plan as revised and dated September of 2018.

This agenda item amends a prior council resolution. In July 2018, a conservation easement was approved pursuant to Resolution No. 18-18, subject to review by legal. Prior to recording, the legal review was completed. The easement required revisions and has been revised to comport with the city operation of the utility system. Because the revisions were substantial, the city attorney has indicated that council review and approval is necessary. This item is proposed subject to city manager and city attorney minor revisions as necessary to obtain the Florida Fish and Wildlife Conservation Commission (FWC) approval.

Upon the council's approval and legal recording of the Conservation Easement Annexation, the city will be authorized to relocate gopher tortoises to the city's lands. The tortoises are transported from various development projects within the area, including the city's projects. The city is compensated for each tortoise transported consistent with the city council's resolution for fees.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Reso. No. 19-13 with Exhibits	Reso. No. 19-13 with Exhibits.pdf
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Kynah Cockcroft	Created/Initiated - 3/15/2019
Julia Wiggins	Approved - 3/15/2019
Lynn Stevens	Approved - 4/3/2019
Margaret Roberts	Approved - 4/4/2019
Jake Johansson	Approved - 4/5/2019
Robin Fenwick	Final Approval - 4/5/2019

RESOLUTION NO. 19-13

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; AMENDING RESOLUTION NO. 18-18 PERTAINING TO CITY OF PORT ORANGE REAL PROPERTY PARCEL NUMBERS 19163200000011; 19163200000010; 30163200000011; 30163200000010; 29163200000010; 20163200000020; RELATING TO THE GOPHER TORTOISE RECIPIENT SITE PERMIT ISSUED BY FLORIDA FISH AND WILDLIFE CONSERVATION COMMISSION (FWC) PURSUANT TO APPLICATION NUMBER 29962; INTENDING TO MEET AND PROVIDE THE FINANCIAL ASSURANCE FOR LONG TERM MANAGEMENT AND MAINTENANCE OF THE GOPHER TORTOISE RECIPIENT SITE AS REQUIRED BY THE FWC GOPHER TORTOISE PERMITTING GUIDELINES; PROVIDING FOR APPROVAL AND COMPLIANCE WITH THE HABITAT MANAGEMENT PLAN; PROVIDING FOR LONG TERM MANAGEMENT AND MAINTENANCE THROUGH ANNUAL BUDGET APPROPRIATIONS AS NECESSARY; PROVIDING FOR ENFORCEMENT RIGHTS BY FWC; AND AN EFFECTIVE DATE.

WHEREAS, on July 29, 2018, the Port Orange City Council adopted Resolution 18-18 providing for the establishment of the Port Orange Gopher Tortoise Recipient Site Phases IV and V and approval of a Conservation Easement; and

WHEREAS, after substantial revisions to the proposed Conservation Easement the city council has reviewed and approved the easement, including the city's right to preserve and protect all utility interests within the conservation area; and

WHEREAS, City of Port Orange owns parcels 19163200000011; 19163200000010; 30163200000011, 30163200000010; 29163200000010, 20163200000020; encompassing approximately 381.67 acres, which are depicted and legally described in attached **Exhibit A**; and

WHEREAS, City of Port Orange has submitted permit application # 29962 to the Florida Fish and Wildlife Conservation Commission (FWC), to establish a Gopher Tortoise Recipient Site known as the Port Orange Gopher Tortoise Recipient Site Phases IV and V, hereafter the "Site"; and

WHEREAS, City of Port Orange has established and approved the City of Port Orange Forest Conservation & Management Plan for the Port Orange Gopher Tortoise Recipient Site Phases IV and V, attached as **Exhibit B**, in compliance with FWC regulations and permit requirements; and

WHEREAS, as a condition precedent to the issuance of the Port Orange Gopher Tortoise Recipient Site Phases IV and V permit, FWC is requiring the City of Port Orange to execute a Conservation Easement attached as **Exhibit C**, over the property described in Exhibit A and provide FWC with financial assurance regarding the long-term management and maintenance of the recipient site; and

WHEREAS, the FWC Gopher Tortoise Permitting Guidelines, as revised January 1, 2017, allow City of Port Orange to discharge its financial assurance obligation by providing evidence of a general appropriation or allocation approved by a public governing body for habitat management; and

WHEREAS, City of Port Orange understands and agrees that it is responsible for the long-term management and maintenance of the Port Orange Gopher Tortoise Recipient Site Phases IV and V in accord with the permit approvals issued by federal, state and local entities and fully intends to annually appropriate the funds necessary to properly discharge its responsibility; and

WHEREAS, FWC has agreed to accept City of Port Orange's commitment to provide the necessary funds via annual appropriations to meet the financial assurance requirement and provide for the management and maintenance of the Port Orange Gopher Tortoise Recipient Site Phases IV and V as contemplated by the FWC permit to be issued in response to permit application #29962, the associated Conservation Easement, and the City of Port Orange Forest Conservation & Management Plan (hereinafter collectively referred to as "City of Port Orange Recipient Site Permit Documents").

WHEREAS, City Council of the City of Port Orange finds that it is in the best interest of the citizens of City of Port Orange to adopt this resolution to establish Phase IV and V of the Site, to provide financial assurance to FWC in the manner contemplated by this resolution and to preserve existing city utility interests as set forth hereinafter.

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

1. The above recitals are true and correct and incorporated herein as though fully set forth below.
2. The Port Orange City Council, hereafter "City Council", hereby approves the City of Port Orange Forest Conservation & Management Plan, attached as Exhibit B, and commits, to providing the funding, through annual budget appropriations, necessary to ensure that the Port Orange Gopher Tortoise Recipient Site Phases IV and V continuously complies with the City of Port Orange Recipient Site Permit Documents and applicable regulations.
3. All revenues received by and through City of Port Orange for the Port Orange Gopher Tortoise Recipient Site Phases IV and V for tortoise mitigation credits will be accepted by the City Council and placed into an account designated for the management and maintenance contemplated by the City of Port Orange Recipient Site Permit Documents.
4. FWC is entitled to rely on this Resolution and seek enforcement of its terms consistent with the City of Port Orange Recipient Site Permit Documents. Any notice provided by FWC to City of Port Orange must be sent as provided in paragraph 18 of the Conservation Easement attached as Exhibit C hereto.

5. The requirement to make budget appropriations in accordance with Florida law for the management and maintenance of the Port Orange Gopher Tortoise Recipient Site Phases IV and V becomes effective upon the issuance of the FWC permit pursuant to application # 29962.

6. This Resolution shall become effective immediately upon adoption by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted this day of

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

Exhibit “A” to Resolution No. 19-13
Exhibit “1” to Conservation Easement
City of Port Orange Gopher Tortoise Recipient Site
Legal Description

Exhibit "A"

SCHEDULE "A"

Exhibit "1"
(Phases 1, 2, and 3)

PART I

DESCRIPTION:

A portion of Sections 29, 30, 31 and 32, Township 16 South, Range 32 East, Volusia County, Florida being more particularly described as follows:

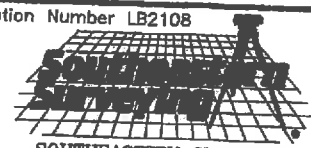
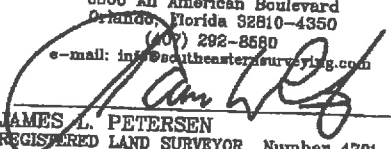
Commence at the East one quarter corner of Section 30, Township 16 South, Range 32 East, Volusia County, Florida; thence South 89°44'00" West, a distance of 470.31 feet, along the South line of the Northeast Quarter of said Section 30 to the POINT OF BEGINNING; thence departing said South line South 31°46'53" East, a distance of 678.55 feet; thence South 28°36'50" East, a distance of 150.31 feet; thence South 27°54'44" East, a distance of 451.06 feet; thence South 52°38'03" East, a distance of 134.40 feet; thence North 87°39'51" East, a distance of 150.79 feet; thence North 55°28'27" East, a distance of 149.90 feet; thence North 43°22'34" East, a distance of 150.47 feet; thence North 55°59'59" East, a distance of 146.46 feet; thence South 83°53'43" East, a distance of 150.08 feet; thence South 71°29'25" East, a distance of 149.13 feet; thence South 60°47'55" East, a distance of 150.21 feet; thence South 70°56'32" East, a distance of 150.74 feet; thence South 73°35'37" East, a distance of 150.75 feet; thence South 75°42'56" East, a distance of 150.73 feet; thence North 86°48'48" East, a distance of 144.96 feet; thence North 72°07'44" East, a distance of 150.65 feet; thence North 61°55'18" East, a distance of 141.67 feet; thence North 49°39'26" East, a distance of 149.33 feet; thence North 58°17'42" East, a distance of 150.51 feet; thence North 61°25'53" East, a distance of 150.60 feet; thence North 72°07'50" East, a distance of 149.34 feet; thence North 65°58'36" East, a distance of 144.66 feet; thence South 10°25'50" East, a distance of 144.44 feet; thence South 04°00'56" West, a distance of 150.14 feet; thence South 02°31'01" West, a distance of 150.03 feet; thence South 08°45'33" East, a distance of 149.64 feet; thence South 02°53'53" West, a distance of 148.83 feet; thence South 01°52'54" East, a distance of 150.19 feet; thence South

Continued on Sheet 2

SURVEYOR'S REPORT:

- Bearings shown hereon are based on the South line of the Northeast Quarter of Section 30, Township 16 South, Range 32 East, Volusia County, Florida, being South 89°44'00" West, assumed.
- I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements.

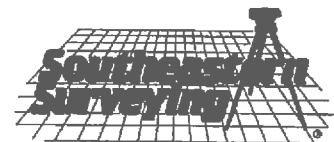
NOT VALID WITHOUT SHEETS 2-8

DESCRIPTION FOR CITY OF PORT ORANGE, FLORIDA	Date: 05/08/2017 KR		Certification Number LB2108 61215005  SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 8600 All American Boulevard Orlando, Florida 32810-4350 (407) 292-8580 e-mail: info@southeasternsurveying.com  JAMES L. PETERSEN REGISTERED LAND SURVEYOR Number 4791
	Job Number: 61215	Scale: 1" = 1000'	
	Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.		
	SHEET 1 OF 8 SEE SHEETS 4-5 FOR SKETCH		

Continued from Sheet 1

08°27'25" East, a distance of 149.91 feet; thence South 26°09'09" East, a distance of 148.59 feet; thence South 10°14'16" East, a distance of 149.93 feet; thence South 19°21'05" East, a distance of 150.11 feet; thence South 06°22'58" East, a distance of 150.03 feet; thence South 07°30'36" East, a distance of 150.10 feet; thence South 04°54'12" East, a distance of 150.15 feet; thence South 01°09'01" East, a distance of 146.95 feet; thence South 17°04'52" West, a distance of 149.23 feet; thence South 13°53'12" East, a distance of 148.72 feet; thence South 11°03'01" East, a distance of 146.61 feet; thence South 39°09'53" East, a distance of 149.31 feet; thence South 12°45'40" West, a distance of 138.79 feet; thence South 03°43'08" West, a distance of 149.20 feet; thence South 47°22'22" West, a distance of 145.95 feet; thence South 38°08'11" East, a distance of 52.25 feet; thence South 38°33'55" East, a distance of 104.22 feet; thence South 15°51'34" West, a distance of 115.00 feet; thence South 16°59'11" West, a distance of 115.00 feet; thence South 11°28'26" West, a distance of 114.50 feet; thence South 02°55'52" West, a distance of 114.82 feet; thence South 00°58'59" East, a distance of 114.88 feet; thence South 04°33'56" East, a distance of 114.97 feet; thence South 13°50'36" East, a distance of 114.94 feet; thence South 21°29'05" East, a distance of 114.87 feet; thence South 16°11'40" East, a distance of 114.59 feet; thence South 05°59'27" East, a distance of 114.38 feet; thence South 13°45'47" East, a distance of 113.40 feet; thence South 19°16'09" East, a distance of 114.99 feet; thence South 22°19'40" East, a distance of 114.47 feet; thence South 29°13'34" East, a distance of 115.00 feet; thence South 28°36'51" East, a distance of 114.42 feet; thence South 17°15'32" East, a distance of 115.01 feet; thence South 19°09'50" East, a distance of 115.00 feet; thence South 19°41'55" East, a distance of 114.95 feet; thence South 12°50'08" East, a distance of 114.99 feet; thence South 13°29'38" East, a distance of 114.95 feet; thence South 17°01'29" East, a distance of 115.00 feet; thence South 18°42'41" East, a distance of 115.01 feet; thence South 12°21'15" East, a distance of 114.45 feet; thence South 15°40'28" East, a distance of 114.41 feet; thence South 18°14'03" East, a distance of 114.62 feet; thence North 84°42'12" West, a distance of 80.58 feet; thence North 77°58'27" West, a distance of 113.68 feet; thence South 88°51'53" West, a distance of 115.19 feet; thence North 85°56'24" West, a distance of 115.35 feet; thence North 65°06'05" West, a distance of 110.03 feet; thence North 52°00'37" West, a distance of 113.75 feet; thence North 69°35'28" West, a distance of 115.34 feet; thence North 71°14'17" West, a distance of 115.19 feet; thence South 86°03'30" West, a distance of 115.20 feet; thence South 83°52'45" West, a distance of 114.37 feet; thence South 73°01'20" West, a distance of 115.37 feet; thence North 87°55'53" West, a distance of

Continued on Sheet 3



SOUTHEASTERN SURVEYING
AND MAPPING CORPORATION
6500 All American Boulevard
Orlando, Florida 32810-4350
(407) 292-8580
Certification Number LB2108

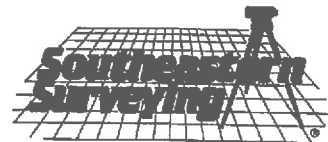
Drawing No. 61215005
Job No. 61215
Date: 05/08/2017
SHEET 2 OF 8
See Sheet 1 - 3 for Description

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NOT VALID WITHOUT SHEETS 1 THROUGH 8 e-mail: info@southeasternsurveying.com

Continued from Sheet 2

114.66 feet; thence North 66°20'35" West, a distance of 110.16 feet; thence South 41°43'10" West, a distance of 50.18 feet; thence South 87°49'43" West, a distance of 238.93 feet; thence South 14°53'46" West, a distance of 104.34 feet; thence South 04°41'04" West, a distance of 238.04 feet; thence South 31°56'09" West, a distance of 116.88 feet; thence South 20°25'51" West, a distance of 117.99 feet; thence South 16°42'40" West, a distance of 238.11 feet; thence North 56°47'02" West, a distance of 101.84 feet; thence North 40°27'16" West, a distance of 114.00 feet; thence North 10°37'09" West, a distance of 238.06 feet; thence North 18°41'48" West, a distance of 117.07 feet; thence North 19°06'04" West, a distance of 115.16 feet; thence North 12°20'24" West, a distance of 113.82 feet; thence North 42°14'33" West, a distance of 238.44 feet; thence North 09°46'23" West, a distance of 116.91 feet; thence North 21°42'15" West, a distance of 116.29 feet; thence North 31°43'28" West, a distance of 357.42 feet; thence North 29°32'05" West, a distance of 119.05 feet; thence North 27°37'08" West, a distance of 357.34 feet; thence North 37°47'36" West, a distance of 118.80 feet; thence North 39°53'46" West, a distance of 238.40 feet; thence North 38°13'01" West, a distance of 118.98 feet; thence North 31°26'06" West, a distance of 714.84 feet; thence North 29°26'44" West, a distance of 118.44 feet; thence North 10°27'49" West, a distance of 357.10 feet; thence North 05°24'28" West, a distance of 118.15 feet; thence North 04°08'18" East, a distance of 119.02 feet; thence North 04°39'58" West, a distance of 117.89 feet; thence North 11°46'51" West, a distance of 238.07 feet; thence North 05°38'59" West, a distance of 118.97 feet; thence North 05°08'34" West, a distance of 238.04 feet; thence North 11°49'05" East, a distance of 118.57 feet; thence North 07°27'15" East, a distance of 117.23 feet; thence North 09°31'28" West, a distance of 238.06 feet; thence North 01°24'06" East, a distance of 119.02 feet; thence North 09°04'11" West, a distance of 82.33 feet; thence North 24°05'14" West, a distance of 2705.81 feet; thence North 75°33'12" East, a distance of 94.87 feet; thence South 82°43'27" East, a distance of 150.79 feet; thence North 82°42'43" East, a distance of 149.91 feet; thence North 80°07'25" East, a distance of 150.78 feet; thence South 62°11'10" East, a distance of 125.01 feet; thence South 31°46'53" East, a distance of 223.76 feet to the POINT OF BEGINNING.

Containing 377.62 acres, more or less.

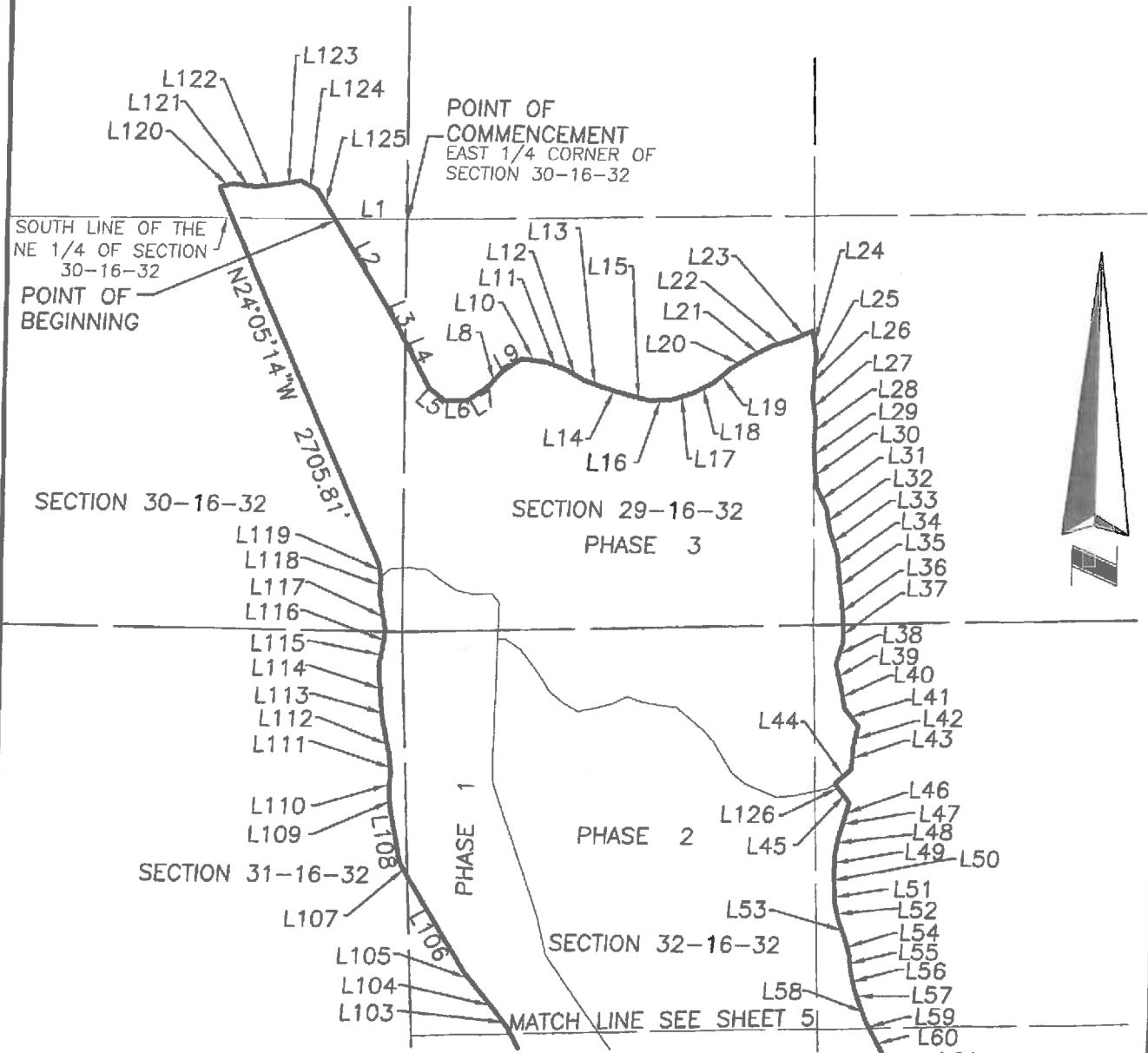


Drawing No. 61215005
Job No. 61215
Date: 05/08/2017
SHEET 3 OF 8
See Sheet 1 - 3 for Description

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Certification Number LB2108

SKETCH OF DESCRIPTION



LEGEND :

L1 = LINE NUMBER

NOTE :

SEE SHEETS 6-8 FOR LINE TABLE.

1" = 1000'
GRAPHIC SCALE

0 500' 1000' 2000'

Drawing No. 61215005

Job No. 61215

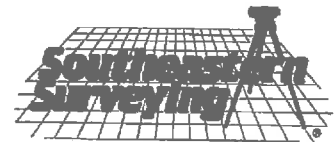
Date: 05/08/2017

SHEET 4 OF 8

See Sheet 1 - 3 for Description

THIS IS NOT A SURVEY.

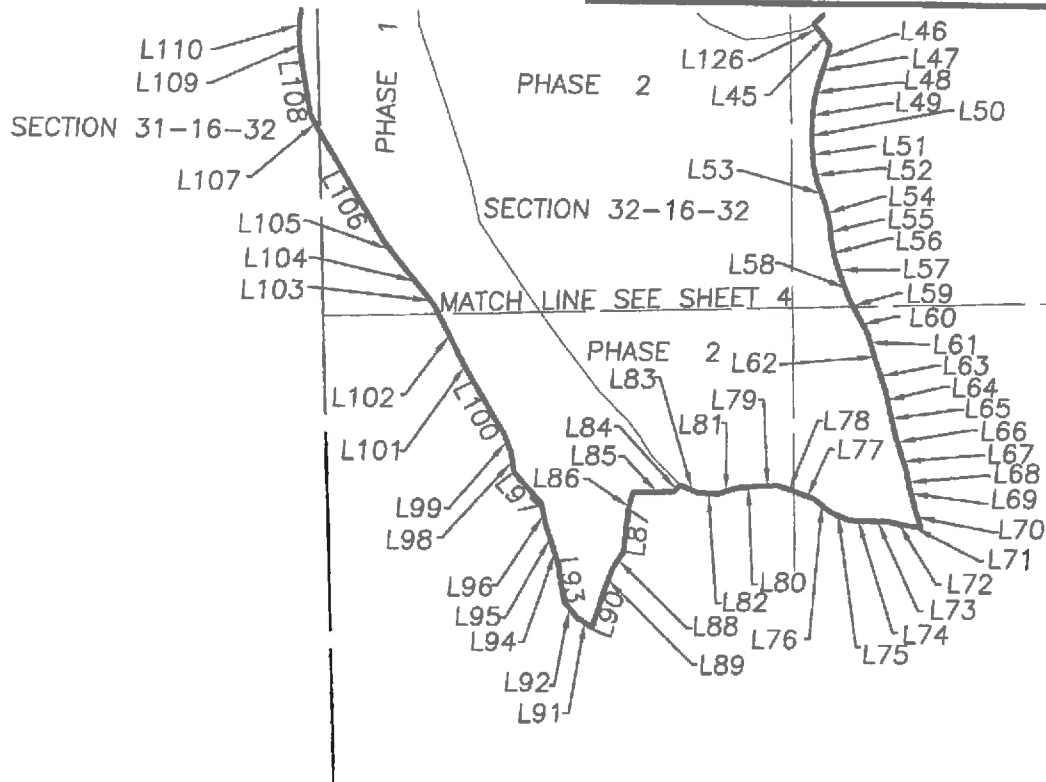
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SKETCH OF DESCRIPTION

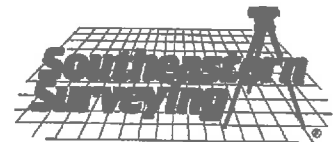
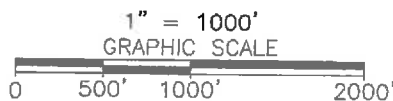


NOTE:

SEE SHEETS 6-8 FOR LINE TABLE.

LEGEND :

L1 = LINE NUMBER



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Drawing No. 61215005
Job No. 61215
Date: 05/08/2017
SHEET 5 OF 8
See Sheet 1 - 3 for Description

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LINE TABLE		
LINE #	BEARING	LENGTH
L1	S89°44'00"W	470.31'
L2	S31°46'53"E	678.55'
L3	S28°36'50"E	150.31'
L4	S27°54'44"E	451.06'
L5	S52°38'03"E	134.40'
L6	N87°39'51"E	150.79'
L7	N55°28'27"E	149.90'
L8	N43°22'34"E	150.47'
L9	N55°59'59"E	146.46'
L10	S83°53'43"E	150.08'
L11	S71°29'25"E	149.13'
L12	S60°47'55"E	150.21'
L13	S70°56'32"E	150.74'
L14	S73°35'37"E	150.75'
L15	S75°42'56"E	150.73'
L16	N86°48'48"E	144.96'
L17	N72°07'44"E	150.65'
L18	N61°55'18"E	141.67'
L19	N49°39'26"E	149.33'
L20	N58°17'42"E	150.51'
L21	N61°25'53"E	150.60'
L22	N72°07'50"E	149.34'
L23	N65°58'36"E	144.66'

LINE TABLE		
LINE #	BEARING	LENGTH
L24	S10°25'50"E	144.44'
L25	S04°00'56"W	150.14'
L26	S02°31'01"W	150.03'
L27	S08°45'33"E	149.64'
L28	S02°53'53"W	148.83'
L29	S01°52'54"E	150.19'
L30	S08°27'25"E	149.91'
L31	S26°09'09"E	148.59'
L32	S10°14'16"E	149.93'
L33	S19°21'05"E	150.11'
L34	S06°22'58"E	150.03'
L35	S07°30'36"E	150.10'
L36	S04°54'12"E	150.15'
L37	S01°09'01"E	146.95'
L38	S17°04'52"W	149.23'
L39	S13°53'12"E	148.72'
L40	S11°03'01"E	146.61'
L41	S39°09'53"E	149.31'
L42	S12°45'40"W	138.79'



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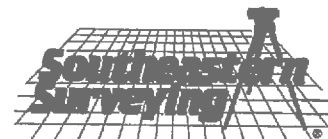
Certification Number LB2108
e-mail: info@southeasternsurveying.com

Drawing No. 61215005
Job No. 61215
Date: 05/08/2017
SHEET 6 OF 8
See Sheet 1 - 3 for Description

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LINE TABLE		
LINE #	BEARING	LENGTH
L43	S03°43'08"W	149.20'
L44	S47°22'22"W	145.95'
L45	S38°33'55"E	104.22'
L46	S15°51'34"W	115.00'
L47	S16°59'11"W	115.00'
L48	S11°28'26"W	114.50'
L49	S02°55'52"W	114.82'
L50	S00°58'59"E	114.88'
L51	S04°33'56"E	114.97'
L52	S13°50'36"E	114.94'
L53	S21°29'05"E	114.87'
L54	S16°11'40"E	114.59'
L55	S05°59'27"E	114.38'
L56	S13°45'47"E	113.40'
L57	S19°16'09"E	114.99'
L58	S22°19'40"E	114.47'
L59	S29°13'34"E	115.00'
L60	S28°36'51"E	114.42'
L61	S17°15'32"E	115.01'
L62	S19°09'50"E	115.00'
L63	S19°41'55"E	114.95'
L64	S12°50'08"E	114.99'
L65	S13°29'38"E	114.95'

LINE TABLE		
LINE #	BEARING	LENGTH
L66	S17°01'29"E	115.00'
L67	S18°42'41"E	115.01'
L68	S12°21'15"E	114.45'
L69	S15°40'28"E	114.41'
L70	S18°14'03"E	114.62'
L71	N84°42'12"W	80.58'
L72	N77°58'27"W	113.68'
L73	S88°51'53"W	115.19'
L74	N85°56'24"W	115.35'
L75	N65°06'05"W	110.03'
L76	N52°00'37"W	113.75'
L77	N69°35'28"W	115.34'
L78	N71°14'17"W	115.19'
L79	S86°03'30"W	115.20'
L80	S83°52'45"W	114.37'
L81	S73°01'20"W	115.37'
L82	N87°55'53"W	114.66'
L83	N66°20'35"W	110.16'
L84	S41°43'10"W	50.18'



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Drawing No. 61215005

Job No. 61215

Date: 05/08/2017

SHEET 7 OF 8

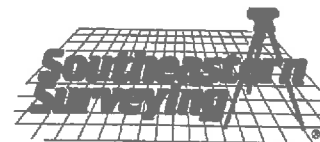
See Sheet 1 - 3 for Description

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LINE TABLE		
LINE #	BEARING	LENGTH
L85	S87°49'43"W	238.93'
L86	S14°53'46"W	104.34'
L87	S04°41'04"W	238.04'
L88	S31°56'09"W	116.88'
L89	S20°25'51"W	117.99'
L90	S16°42'40"W	238.11'
L91	N56°47'02"W	101.84'
L92	N40°27'16"W	114.00'
L93	N10°37'09"W	238.06'
L94	N18°41'48"W	117.07'
L95	N19°06'04"W	115.16'
L96	N12°20'24"W	113.82'
L97	N42°14'33"W	238.44'
L98	N09°46'23"W	116.91'
L99	N21°42'15"W	116.29'
L100	N31°43'28"W	357.42'
L101	N29°32'05"W	119.05'
L102	N27°37'08"W	357.34'
L103	N37°47'36"W	118.80'
L104	N39°53'46"W	238.40'
L105	N38°13'01"W	118.98'
L106	N31°26'06"W	714.84'
L107	N29°26'44"W	118.44'

LINE TABLE		
LINE #	BEARING	LENGTH
L108	N10°27'49"W	357.10'
L109	N05°24'28"W	118.15'
L110	N04°08'18"E	119.02'
L111	N04°39'58"W	117.89'
L112	N11°46'51"W	238.07'
L113	N05°38'59"W	118.97'
L114	N05°08'34"W	238.04'
L115	N11°49'05"E	118.57'
L116	N07°27'15"E	117.23'
L117	N09°31'28"W	238.06'
L118	N01°24'06"E	119.02'
L119	N09°04'11"W	82.33'
L120	N75°33'12"E	94.87'
L121	S82°43'27"E	150.79'
L122	N82°42'43"E	149.91'
L123	N80°07'25"E	150.78'
L124	S62°11'10"E	125.01'
L125	N31°46'53"E	223.76'
L126	S38°08'11"E	52.25'



Drawing No. 61215005
 Job No. 61215
 Date: 05/08/2017
 SHEET 8 OF 8
 See Sheet 1 - 3 for Description

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 Orlando, Florida 32810-4350
 (407) 292-8580
 Certification Number LB2108

SCHEDULE "A"

Exhibit "1"
(Phases 4 and 5)

PART II

DESCRIPTION:

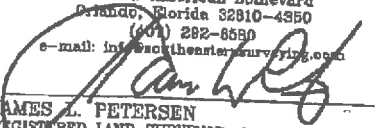
A portion of Sections 19, 29, 30 and 32, Township 16 South, Range 32 East, Volusia County, Florida, being more particularly described as follows:

Commence at the East One Quarter corner of Section 30, Township 16 South, Range 32 East, Volusia County, Florida; thence South 89°44'00" West, a distance of 470.31 feet, along the South line of the Northeast Quarter of said Section 30, to the POINT OF BEGINNING; thence departing said South line North 31°46'53" West, a distance of 223.76 feet; thence North 62°11'10" West, a distance of 125.01 feet; thence South 80°07'25" West, a distance of 150.78 feet; thence South 82°42'43" West, a distance of 149.91 feet; thence North 82°43'27" West, a distance of 150.79 feet; thence South 75°33'12" West, a distance of 94.87 feet; thence North 25°43'44" West, a distance of 83.87 feet; thence North 23°46'28" West, a distance of 1057.03 feet; thence North 25°44'16" West, a distance of 150.96 feet; thence North 26°59'29" West, a distance of 604.12 feet; thence North 27°20'27" West, a distance of 151.03 feet; thence North 27°28'17" West, a distance of 453.10 feet; thence North 28°15'03" West, a distance of 151.00 feet; thence North 30°25'51" West, a distance of 604.23 feet; thence North 29°04'51" West, a distance of 150.96 feet; thence North 26°26'28" West, a distance of 1510.25 feet; thence North 25°42'53" West, a distance of 140.67 feet; thence South 45°56'57" East, a distance of 756.03 feet; thence North 88°30'58" East, a distance of 139.53 feet; thence North 77°24'24" East, a distance of 151.45 feet; thence North 80°44'47" East, a distance of 454.40 feet; thence North 77°36'11" East, a distance of 151.34 feet; thence North 75°59'11" East, a distance of 302.89 feet; thence South 77°56'36" East, a distance of 142.87 feet; thence South 63°40'19" East, a distance of 151.37 feet; thence South 70°52'21" East, a distance of 150.59 feet; thence South 75°51'00" East, a distance of 302.89 feet; thence

Continued on Sheet 2

SURVEYOR'S REPORT:

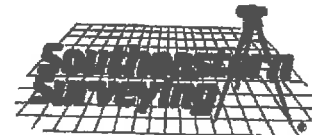
1. Bearings shown hereon are based on the South line of the Northeast Quarter of Section 30, Township 16 South, Range 32 East, Volusia County, Florida, being South 89°44'00" West, assumed.
2. I hereby certify that the "Sketch of Description" of the above described property is true and correct to the best of my knowledge and belief as recently drawn under my direction and that it meets the Standards of Practice for Land Surveying Chapter 5J-17 requirements.

DESCRIPTION	Date: 05/03/2017 KR	NOT VALID WITHOUT SHEETS 2-10 Certification Number LB2108 61215004
FOR CITY OF PORT ORANGE, FLORIDA	Job Number: 61215 Scale: 1" = 1000' Chapter 5J-17, Florida Administrative Code requires that a legal description drawing bear the notation that THIS IS NOT A SURVEY.	 SOUTHEASTERN SURVEYING AND MAPPING CORPORATION 6500 All American Boulevard Orlando, Florida 32810-4350 (407) 282-6550 e-mail: info@seasurveysurveying.com
	SHEET 1 OF 10 SEE SHEET 5-10 FOR SKETCH	 JAMES L. PETERSEN REGISTERED LAND SURVEYOR Number 4791

DESCRIPTION continued from Sheet 1:

North 88°11'28" East, a distance of 149.99 feet; thence North 84°10'20" East, a distance of 151.47 feet; thence South 40°57'00" East, a distance of 118.57 feet; thence South 14°46'12" East, a distance of 150.95 feet; thence South 16°15'48" East, a distance of 150.25 feet; thence South 36°51'51" East, a distance of 302.23 feet; thence South 33°12'57" East, a distance of 148.85 feet; thence South 06°45'32" East, a distance of 150.92 feet; thence South 18°46'28" East, a distance of 148.46 feet; thence South 27°56'29" East, a distance of 151.04 feet; thence South 32°03'44" East, a distance of 302.14 feet; thence South 34°02'18" East, a distance of 150.09 feet; thence South 56°07'45" East, a distance of 302.61 feet; thence South 53°13'11" East, a distance of 151.20 feet; thence South 52°08'06" East, a distance of 151.27 feet; thence South 67°23'23" East, a distance of 84.31 feet; thence North 79°48'03" East, a distance of 134.33 feet; thence North 73°28'41" East, a distance of 133.94 feet; thence North 70°39'23" East, a distance of 402.87 feet; thence North 70°31'58" East, a distance of 134.29 feet; thence North 69°39'56" East, a distance of 268.57 feet; thence South 15°12'36" West, a distance of 105.25 feet; thence South 22°16'43" West, a distance of 133.91 feet; thence South 21°49'03" West, a distance of 133.85 feet; thence South 15°29'17" West, a distance of 133.88 feet; thence South 04°06'30" East, a distance of 133.75 feet; thence South 04°19'50" East, a distance of 133.84 feet; thence South 11°38'08" East, a distance of 131.91 feet; thence South 24°50'51" East, a distance of 267.86 feet; thence South 24°40'40" East, a distance of 133.91 feet; thence South 19°31'34" East, a distance of 133.90 feet; thence South 15°47'39" East, a distance of 133.83 feet; thence South 12°25'17" East, a distance of 133.62 feet; thence South 07°57'25" East, a distance of 401.55 feet; thence South 10°28'58" West, a distance of 132.42 feet; thence South 14°19'23" West, a distance of 133.87 feet; thence South 45°15'05" East, a distance of 130.33 feet; thence South 48°06'35" East, a distance of 134.12 feet; thence South 74°16'04" East, a distance of 122.20 feet; thence North 82°53'33" East, a distance of 134.34 feet; thence South 74°26'40" East, a distance of 119.08 feet; thence South 41°13'16" East, a distance of 134.06 feet; thence South 14°10'38" East, a distance of 127.95 feet; thence South 19°32'47" East, a distance of 127.36 feet; thence South 29°55'33" East, a distance of 131.18 feet; thence South 37°26'46" East, a distance of 129.94 feet; thence South 16°26'33" East, a distance of 133.72 feet; thence South 23°47'23" East, a distance of 132.50 feet; thence South 22°42'26" East, a distance of 131.83 feet; thence South 12°43'55" East, a distance of 133.86 feet; thence South 14°00'32" East, a distance of 133.84 feet; thence South 15°11'09" East, a distance of 133.87 feet; thence South 15°04'21" East, a distance of

Continued on Sheet 3



Drawing No. 61215004
Job No. 61215
Date: 05/03/2017
SHEET 2 OF 10
See Sheet 1 for Description

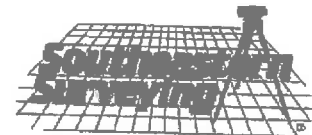
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DESCRIPTION continued from Sheet 2:

133.87 feet; thence South 14°30'21" East, a distance of 401.61 feet; thence South 18°22'09" East, a distance of 130.11 feet; thence South 64°30'03" East, a distance of 134.25 feet; thence South 66°46'39" East, a distance of 134.17 feet; thence South 68°49'54" East, a distance of 134.28 feet; thence South 55°29'44" East, a distance of 133.01 feet; thence South 27°08'15" East, a distance of 121.75 feet; thence South 00°25'27" West, a distance of 133.73 feet; thence South 06°27'37" West, a distance of 132.65 feet; thence South 22°47'47" West, a distance of 133.91 feet; thence South 35°25'18" West, a distance of 133.79 feet; thence South 16°02'33" West, a distance of 130.55 feet; thence South 04°18'58" West, a distance of 133.84 feet; thence South 04°32'53" West, a distance of 401.53 feet; thence South 35°59'17" West, a distance of 118.71 feet; thence South 60°48'03" West, a distance of 134.18 feet; thence South 65°44'46" West, a distance of 134.26 feet; thence North 85°01'56" West, a distance of 51.34 feet; thence North 03°43'08" East, a distance of 149.20 feet; thence North 12°45'40" East, a distance of 138.79 feet; thence North 39°09'53" West, a distance of 149.31 feet; thence North 11°03'01" West, a distance of 146.61 feet; thence North 13°53'12" West, a distance of 148.72 feet; thence North 17°04'52" East, a distance of 149.23 feet; thence North 01°09'01" West, a distance of 146.95 feet; thence North 04°54'12" West, a distance of 150.15 feet; thence North 07°30'36" West, a distance of 150.10 feet; thence North 06°22'58" West, a distance of 150.03 feet; thence North 19°21'05" West, a distance of 150.11 feet; thence North 10°14'16" West, a distance of 149.93 feet; thence North 26°09'09" West, a distance of 148.59 feet; thence North 08°27'25" West, a distance of 149.91 feet; thence North 01°52'54" West, a distance of 150.19 feet; thence North 02°53'53" East, a distance of 148.83 feet; thence North 08°45'33" West, a distance of 149.64 feet; thence North 02°31'01" East, a distance of 150.03 feet; thence North 04°00'56" East, a distance of 150.14 feet; thence North 10°25'50" West, a distance of 144.44 feet; thence South 65°58'36" West, a distance of 144.66 feet; thence South 72°07'50" West, a distance of 149.34 feet; thence South 61°25'53" West, a distance of 150.60 feet; thence South 58°17'42" West, a distance of 150.51 feet; thence South 49°39'26" West, a distance of 149.33 feet; thence South 61°55'18" West, a distance of 141.67 feet; thence South 72°07'44" West, a distance of 150.65 feet; thence South 86°48'48" West, a distance of 144.96 feet; thence North 75°42'56" West, a distance of 150.73 feet; thence North 73°35'37" West, a distance of 150.75 feet; thence North 70°56'32" West, a distance of 150.74 feet; thence North 60°47'55" West, a distance of 150.21 feet; thence North 71°29'25" West, a distance of 149.13 feet; thence North 83°53'43" West, a distance of 150.08 feet; thence South 55°59'59" West, a distance of

Continued on Sheet 4



Drawing No. 61215004
Job No. 61215
Date: 05/03/2017
SHEET 3 OF 10
See Sheet 1 for Description

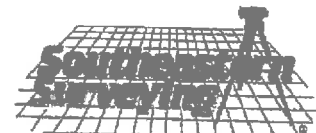
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Certification Number LB2108

DESCRIPTION continued from Sheet 3:

146.46 feet; thence South 43°22'34" West, a distance of 150.47 feet; thence South 55°28'27" West, a distance of 149.90 feet; thence South 87°39'51" West, a distance of 150.79 feet; thence North 52°38'03" West, a distance of 134.40 feet; thence North 27°54'44" West, a distance of 451.06 feet; thence North 28°36'50" West, a distance of 150.31 feet; thence North 31°46'53" West, a distance of 678.55 feet to the POINT OF BEGINNING.

Containing 381.76 acres, more or less.



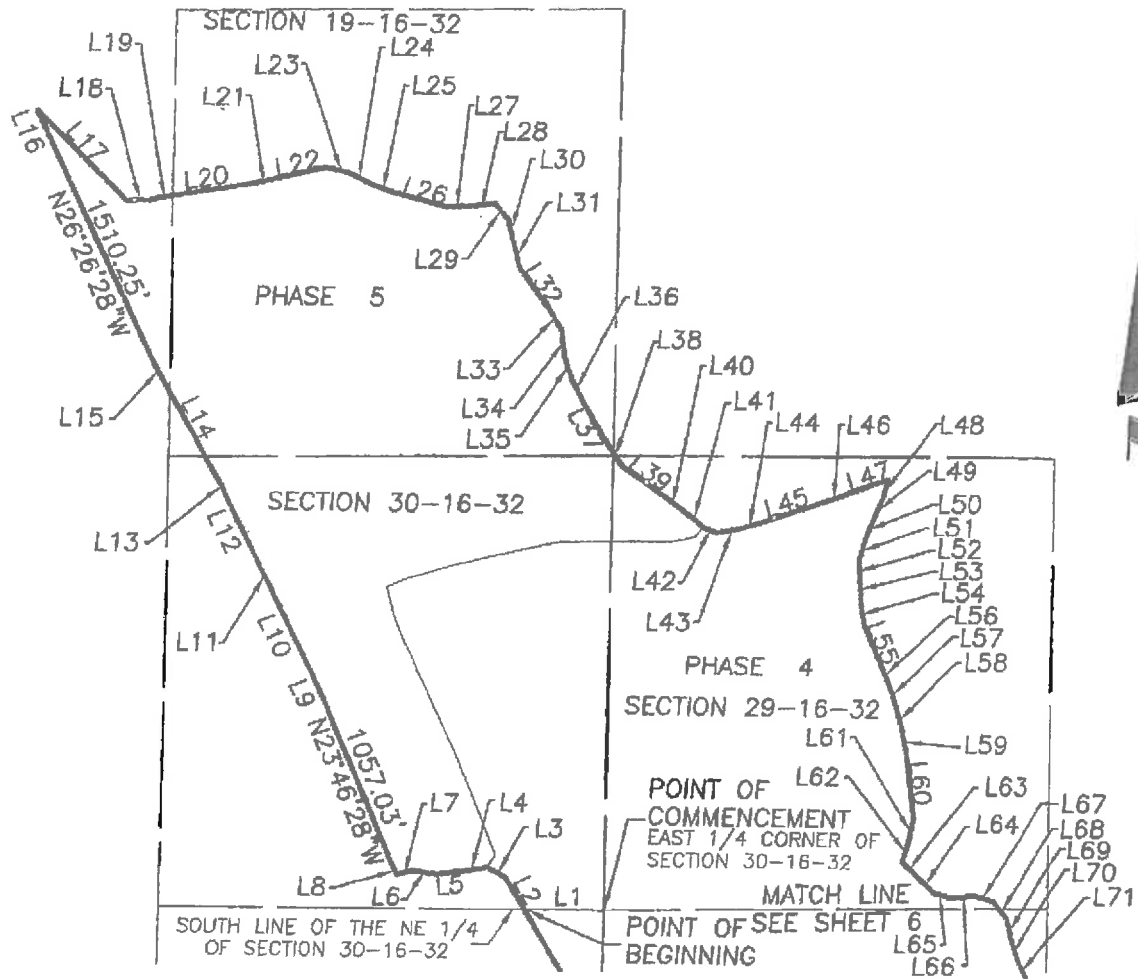
Drawing No. 51215004
Job No. 61215
Date: 05/03/2017
SHEET 4 OF 10
See Sheet 1 for Description

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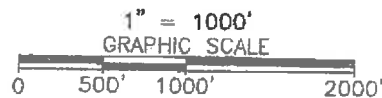
Certification Number LB2108

SKETCH OF DESCRIPTION



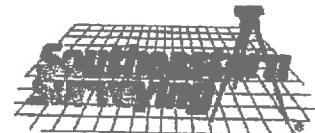
NOTE :

SEE SHEETS 7 - 10 FOR LINE TABLES



Drawing No. 61215004
 Job No. 61215
 Date: 05/03/2017
 SHEET 5 OF 10
 See Sheet 1 for Description

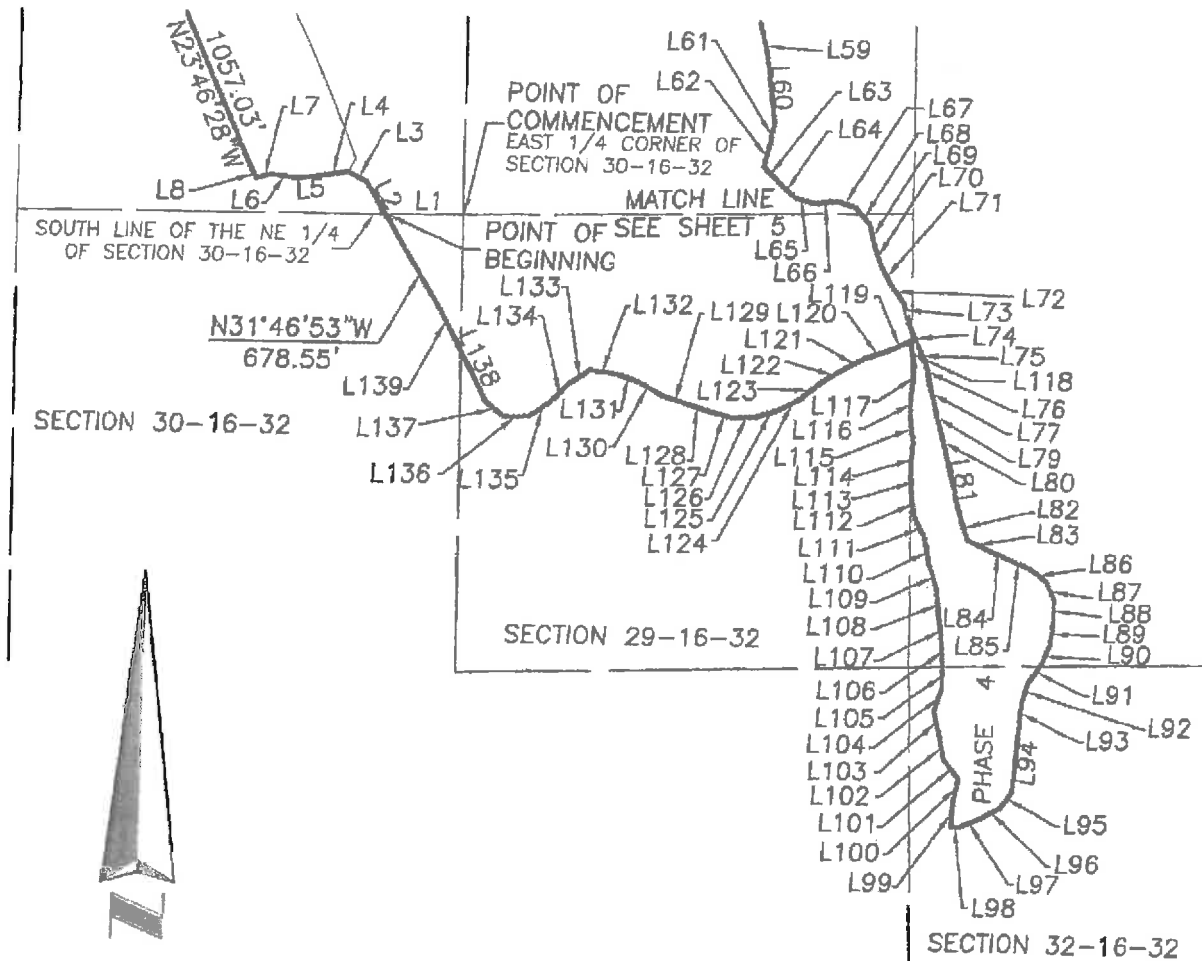
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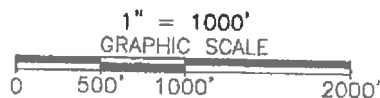
Certification Number LB2106

SKETCH OF DESCRIPTION



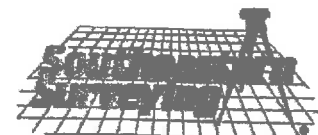
NOTE :

SEE SHEETS 7 -- 10 FOR LINE TABLES.



Drawing No. 61215004
Job No. 61215
Date: 05/03/2017
SHEET 6 OF 10
See Sheet 1 for Description

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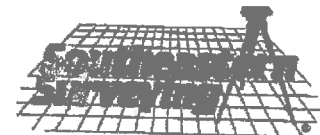


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SKETCH OF DESCRIPTION

LINE TABLE		
LINE #	BEARING	LENGTH
L1	S89°44'00"W	470.31'
L2	N31°46'53"W	223.76'
L3	N62°11'10"W	125.01'
L4	S80°07'25"W	150.78'
L5	S82°42'43"W	149.91'
L6	N82°43'27"W	150.79'
L7	S75°33'12"W	94.87'
L8	N25°43'44"W	83.87'
L9	N25°44'16"W	150.96'
L10	N26°59'29"W	604.12'
L11	N27°20'27"W	151.03'
L12	N27°28'17"W	453.10'
L13	N28°15'03"W	151.00'
L14	N30°25'51"W	604.23'
L15	N29°04'51"W	150.96'
L16	N25°42'53"W	140.67'
L17	S45°56'57"E	756.03'
L18	N88°30'58"E	139.53'
L19	N77°24'24"E	151.45'
L20	N80°44'47"E	454.40'
L21	N77°36'11"E	151.34'
L22	N75°59'11"E	302.89'
L23	S77°56'36"E	142.87'

LINE TABLE		
LINE #	BEARING	LENGTH
L24	S63°40'19"E	151.37'
L25	S70°52'21"E	150.59'
L26	S75°51'00"E	302.89'
L27	N88°11'28"E	149.99'
L28	N84°10'20"E	151.47'
L29	S40°57'00"E	118.57'
L30	S14°46'12"E	150.95'
L31	S16°15'48"E	150.25'
L32	S36°51'51"E	302.23'
L33	S33°12'57"E	148.85'
L34	S06°45'32"E	150.92'
L35	S18°46'28"E	148.46'
L36	S27°56'29"E	151.04'
L37	S32°03'44"E	302.14'
L38	S34°02'18"E	150.09'
L39	S56°07'45"E	302.61'
L40	S53°13'11"E	151.20'
L41	S52°08'06"E	151.27'
L42	S67°23'23"E	84.31'



Drawing No. 61215004
 Job No. 61215
 Date: 05/03/2017
 SHEET 7 OF 10
 See Sheet 1 for Description

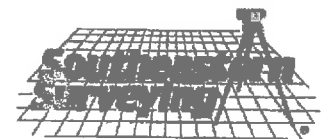
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SKETCH OF DESCRIPTION

LINE TABLE		
LINE #	BEARING	LENGTH
L43	N79°48'03"E	134.33'
L44	N73°28'41"E	133.94'
L45	N70°39'23"E	402.87'
L46	N70°31'58"E	134.29'
L47	N69°39'56"E	268.57'
L48	S15°12'36"W	105.25'
L49	S22°16'43"W	133.91'
L50	S21°49'03"W	133.85'
L51	S15°29'17"W	133.88'
L52	S04°06'30"E	133.75'
L53	S04°19'50"E	133.84'
L54	S11°38'08"E	131.91'
L55	S24°50'51"E	267.86'
L56	S24°40'40"E	133.91'
L57	S19°31'34"E	133.90'
L58	S15°47'39"E	133.83'
L59	S12°25'17"E	133.62'
L60	S07°57'25"E	401.55'
L61	S10°28'58"W	132.42'
L62	S14°19'23"W	133.87'
L63	S45°15'05"E	130.33'
L64	S48°06'35"E	134.12'
L65	S74°16'04"E	122.20'

LINE TABLE		
LINE #	BEARING	LENGTH
L66	N82°53'33"E	134.34'
L67	S74°26'40"E	119.08'
L68	S41°13'16"E	134.06'
L69	S14°10'38"E	127.95'
L70	S19°32'47"E	127.36'
L71	S29°55'33"E	131.18'
L72	S37°26'46"E	129.94'
L73	S16°26'33"E	133.72'
L74	S23°47'23"E	132.50'
L75	S22°42'26"E	131.83'
L76	S12°43'55"E	133.86'
L77	S14°00'32"E	133.84'
L78	NOT USED	
L79	S15°11'09"E	133.87'
L80	S15°04'21"E	133.87'
L81	S14°30'21"E	401.61'
L82	S18°22'09"E	130.11'
L83	S64°30'03"E	134.25'
L84	S66°46'39"E	134.17'



Drawing No. 61215004
 Job No. 61215
 Date: 05/03/2017
 SHEET 8 OF 10
 See Sheet 1 for Description

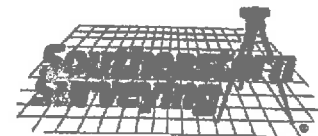
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SKETCH OF DESCRIPTION

LINE TABLE		
LINE #	BEARING	LENGTH
L85	S68°49'54"E	134.28'
L86	S55°29'44"E	133.01'
L87	S27°08'15"E	121.75'
L88	S00°25'27"W	133.73'
L89	S06°27'37"W	132.65'
L90	S22°47'47"W	133.91'
L91	S35°25'18"W	133.79'
L92	S16°02'33"W	130.55'
L93	S04°18'58"W	133.84'
L94	S04°32'53"W	401.53'
L95	S35°59'17"W	118.71'
L96	S60°48'03"W	134.18'
L97	S65°44'46"W	134.26'
L98	N85°01'56"W	51.34'
L99	N03°43'08"E	149.20'
L100	N12°45'40"E	138.79'
L101	S39°09'53"E	149.31'
L102	N11°03'01"W	146.61'
L103	N13°53'12"W	148.72'
L104	N17°04'52"E	149.23'
L105	N01°09'01"W	146.95'
L106	N04°54'12"W	150.15'
L107	N07°30'36"W	150.10'

LINE TABLE		
LINE #	BEARING	LENGTH
L108	N06°22'58"W	150.03'
L109	N19°21'05"W	150.11'
L110	N10°14'16"W	149.93'
L111	N26°09'09"W	148.59'
L112	N08°27'25"W	149.91'
L113	N01°52'54"W	150.19'
L114	N02°53'53"E	148.83'
L115	N08°45'33"W	149.64'
L116	N02°31'01"E	150.03'
L117	N04°00'58"E	150.14'
L118	N10°25'50"W	144.44'
L119	S65°58'36"W	144.66'
L120	S72°07'50"W	149.34'
L121	S61°25'53"W	150.60'
L122	S58°17'42"W	150.51'
L123	S49°39'26"W	149.33'
L124	S61°55'18"W	141.67'
L125	S72°07'44"W	150.65'
L126	S86°48'48"W	144.96'



Drawing No. 61215004
 Job No. 61215
 Date: 05/03/2017
 SHEET 9 OF 10
 See Sheet 1 for Description

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SKETCH OF DESCRIPTION

LINE TABLE		
LINE #	BEARING	LENGTH
L127	N75°42'56"W	150.73'
L128	N73°35'37"W	150.75'
L129	N70°56'32"W	150.74'
L130	N60°47'55"W	150.21'
L131	N71°29'25"W	149.13'
L132	N83°53'43"W	150.08'
L133	S55°59'59"W	146.46'
L134	S43°22'34"W	150.47'
L135	S55°28'27"W	149.90'
L136	S87°39'51"W	150.79'
L137	N52°38'03"W	134.40'
L138	N27°54'44"W	451.06'
L139	N28°36'50"W	150.31'



Drawing No. 61215004
 Job No. 61215
 Date: 05/03/2017
 SHEET 10 OF 10
 See Sheet 1 for Description

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Exhibit "1"
Part II Phases 4 and 5 - Exception Legal Description



SLIGER & ASSOCIATES, INC.

PROFESSIONAL LAND SURVEYORS

LICENSED BUSINESS CERTIFICATION NO. 3019

3921 NOVA ROAD
PORT ORANGE, FL 32127
(386) 781-5385

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LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

COMMENCE AT A THE NORTHWEST CORNER OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 32 EAST; THENCE RUN ALONG THE NORTH LINE OF SAID SECTION 19, N89°42'29"E, 2665.52 FEET; THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 19, N88°51'40"E, 1280.11 FEET TO THE WEST LINE OF AN FP&L EASEMENT PER O.R.B. 678, PG. 605 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE NORTH LINE OF SAID SECTION 19 N88°51'40"E, 267.08 FEET TO THE EASTERLY LINE OF A 200' EASEMENT AS RECORDED IN O.R.B. 2537, PG. 1319 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY LINE S41°23'25"W, 173.54 FEET TO THE EAST LINE OF A 170' FP&L EASEMENT AS RECORDED IN O.R.B. 678, PG. 605 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. THENCE ALONG SAID EAST LINE S09°01'39"W, 4320.20 FEET; THENCE DEPART SAID EAST LINE S82°01'50"E, 176.72 FEET; THENCE S10°01'14"W, 631.94 FEET; THENCE S13°28'51"E, 1372.39 FEET; THENCE N81°52'46"E, 426.81 FEET; THENCE S24°47'15"E, 400.49 FEET; THENCE S25°37'33"E, 710.63 FEET; THENCE S22°00'55"E, 417.39 FEET; THENCE S32°11'20"E, 1182.93 FEET; THENCE S27°51'13"E, 1012.69 FEET; THENCE S17°02'18"E, 796.28 FEET; THENCE S00°27'57"W, 1298.61 FEET; THENCE S18°37'16"E, 1252.18 FEET; THENCE S36°17'19"E, 775.11 FEET; THENCE S53°42'41"W, 200.00 FEET; THENCE N36°17'19"W, 806.19 FEET; THENCE N18°37'16"W, 1316.89 FEET; THENCE N00°27'57"E, 1301.45 FEET; THENCE N17°02'18"W, 746.56 FEET; THENCE N27°51'13"W, 986.19 FEET; THENCE N32°11'20"W, 781.83 FEET; THENCE CONTINUE NORTHWESTERLY ALONG SAID LINE, 411.32 FEET; THENCE N22°00'55"W, 428.89 FEET; THENCE N25°37'33"W, 705.79 FEET; THENCE N24°47'15"W, 253.06 FEET; THENCE S81°52'46"W, 480.03 FEET; THENCE N13°28'51"W, 1504.80 FEET TO THE EAST LINE OF SAID 170' FP&L EASEMENT; THENCE ALONG SAID EAST LINE S09°01'39"W, 10100.53 FEET; THENCE S23°20'14"W, 1032.10 FEET TO THE SOUTH LINE OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 31 EAST; THENCE ALONG SAID SOUTH LINE S88°18'43"W, 187.61 FEET TO THE WEST LINE OF SAID 170' FP&L EASEMENT; THENCE ALONG SAID WEST LINE N23°20'14"E, 1090.13 FEET; THENCE N09°01'39"E, 10827.08 FEET; THENCE DEPART SAID WEST LINE N82°01'50"W, 157.71 FEET; THENCE N46°35'05"W, 1733.00 FEET; THENCE N09°15'33"W, 1219.77 FEET; THENCE N07°45'49"W, 774.23 FEET; THENCE N03°57'47"E, 573.40 FEET; THENCE S81°01'12"W, 1545.06 FEET; THENCE S14°58'08"E, 742.94 FEET; THENCE S17°56'12"W, 1101.84 FEET; THENCE S12°45'15"E, 1021.69 FEET; THENCE S48°03'59"W, 321.81 FEET; THENCE S15°56'33"E, 943.16 FEET; THENCE S34°35'08"E, 1303.40 FEET; THENCE S09°12'39"E, 671.46 FEET; THENCE S27°39'58"E, 538.12 FEET; THENCE S62°20'02"W, 200.00 FEET; THENCE N27°39'58"W, 570.61 FEET; THENCE N09°12'39"W, 658.92 FEET; THENCE N34°35'08"W, 1291.20 FEET; THENCE N15°56'33"W, 878.48 FEET; THENCE S48°03'59"W, 493.85 FEET; THENCE N41°56'01"W, 200.00 FEET; THENCE N48°03'59"E, 920.78 FEET; THENCE N12°45'15"W, 788.86 FEET; THENCE N74°17'59"W, 714.45 FEET; THENCE S84°15'29"W, 608.78 FEET; THENCE N05°44'31"W, 200.00 FEET; THENCE N84°15'29"E, 475.80 FEET; THENCE N29°07'47"W, 1948.89 FEET; THENCE N60°52'13"E, 200.00 FEET; THENCE S29°07'47"E, 2059.85 FEET; THENCE S74°17'59"E, 612.23 FEET; THENCE N17°56'12"E, 1047.37 FEET; THENCE N14°58'08"W, 1446.70 FEET; THENCE N74°52'04"E, 198.14 FEET; THENCE S15°07'56"E, 562.27 FEET; THENCE N81°01'12"E, 1615.12 FEET; THENCE N03°56'28"E, 401.23 FEET; THENCE S86°03'32"E, 200.00 FEET; THENCE S03°56'28"W, 351.49 FEET; THENCE N79°42'13"E, 1912.78 FEET; THENCE N75°48'00"E, 283.37 FEET; THENCE N09°01'39"E, 159.11 FEET TO THE SAID WEST LINE OF SAID 170' FP&L EASEMENT AND THE POINT OF BEGINNING.
CONTAINING 334.408 ACRES, MORE OR LESS.

SKETCH OF DESCRIPTION

NOT A BOUNDARY SURVEY

FOR: CITY OF PORT ORANGE, FLORIDA

DESCRIPTION: PORT ORANGE MITIGATION BANK VOLUSIA COUNTY, FLORIDA

JOB #19-0018

SCALE: 1"=1000'

FIELD BOOK:

PAGE:

ABBREVIATIONS

(P)	PLATTED DIMENSION
(D)	DEEDED DIMENSION
(M)	MEASURED DIMENSION
(C)	CALCULATED DIMENSION
ID	IDENTIFICATION
A/O	AIR CONDITIONER
R/W	RIGHT OF WAY
C	CENTERLINE
D	CENTRAL ANGLE
R	RADIUS
L	ARC LENGTH
CB	CHORD BEARING
FP&L CO.	FLORIDA POWER & LIGHT COMPANY
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY

LEGEND

●	IRON ROD WITH CAP
○	IRON PIPE
□	CONCRETE MONUMENT
■	PERMANENT REFERENCE MONUMENT
△	PERMANENT CONTROL POINT
(R)	RADIAL LINE
(NR)	NON-RADIAL LINE
○	EXISTING ELEVATION
□	PROPOSED ELEVATION

Exhibit “B” to Resolution No. 19-13
Exhibit “2” to Conservation Easement
City of Port Orange Gopher Tortoise Recipient Site
Conservation and Management Plan

Exhibit "B"

CITY OF PORT ORANGE FOREST CONSERVATION & MANAGEMENT PLAN PORT ORANGE GOPHER TORTOISE RECIPIENT SITE – PHASES 4 & 5 SEPTEMBER 2018

1.0 INTRODUCTION

The management of the City of Port Orange Forest (City Forest) has been in place for over 27 years which includes the City of Port Orange Mitigation Bank and the City of Port Orange Recipient Site. The City Forest will be managed to provide habitat for native plant and wildlife species. Particular emphasis is placed on managing for threatened, endangered and special concern species and is managed to create and maintain the historical habitat conditions found in Pre-Columbian Florida. This management plan is for Phases 4 and 5 which are located in Sections 19, 20, 29, 30 and 32, Township 16 South, Range 32 East, Volusia County, Florida (**Figure MP-1**).

Phase 4 of the Port Orange Recipient Site is approximately 228.24 acres and is located north of existing recipient site Phases 1 through 3. Approximately 158.63 acres are considered to provide suitable gopher tortoise habitat. The majority of the phase is vegetated with slash pine and longleaf pine canopy with the understory consisting of saw palmetto, gallberry, wire grass, gopher apple, bracken fern and various forage grasses and herbs. Phase 4 has a patch work of small isolated wetland areas throughout the pine flatwoods with one large wetland system in the northeast corner of the Phase. Two xeric oak communities are found within this phase; one area is along the eastern limits of the phase boundary and the other xeric oak community is located centrally in the southern portion of the phase. The Phase's western boundary is an internal paved access road. The soil mapping and land use mapping for Phase 4 are provided as **Figures MP-2 and MP-3**.

Phase 5 of the Port Orange Recipient Site is approximately 153.43 acres and is located immediately north and adjacent to Phase 4. Approximately 133.83 acres are considered to provide gopher tortoise habitat. The phase is predominately comprised of two vegetation communities: palmetto prairie and pine flatwoods. Predominate vegetation observed includes, but is not limited to, slash pine and longleaf pine with the understory consisting of saw palmetto, gallberry, wire grass, gopher apple, bracken fern and various forage grasses and herbs. Phase 5 also has a patch work of small isolated wetland areas throughout the pine flatwoods and palmetto prairie habitats. A xeric oak community is located in the southeast corner of this phase. There are two land uses within the phase boundaries which have been excluded from the recipient site activities: powerline easement area and the internal paved access road. Both of these land uses bisect the phase in a north-south orientation. The soil mapping and land use mapping for Phase 5 are provided as **Figures MP-4 and MP-5**.

The City of Port Orange maintains these areas (Phases 4 and 5) through the application of prescribed burning as the preferred management tool. The City of Port Orange Recipient Site is located within the City of Port Orange Mitigation Bank (Phase 2) boundaries and these two conservation programs share the same restoration and conservation goals as outlined in their management plans. The purpose of the Phase 4 and Phase 5 Management Plan is to comply with the Florida Fish and Wildlife Conservation Commission's gopher tortoise permitting rules for establishment of a Long-Term Protected Recipient Site. Actions taken by the City of Port Orange for the management and compliance of both the City of Port Orange Recipient Site and the City of Port Orange Mitigation Bank satisfy both the recipient site permit as well as the mitigation bank permit. The following details the baseline condition of Phases 4 and 5 as well as the management actions within the two phases.

1.1 Upland Management

The management objective in the pine upland habitat type will be to establish and maintain successional diversity. Forage for most species occurs in the early successional stages of the pine uplands cover type. The wetland stands will be maintained in the mature forest stages which makes the early stages of upland communities even more important to wildlife such as gopher tortoises, gopher frogs and many other species.

1.1.1 Upland Understory Restoration

The restoration of the understory will be accomplished by prescribed burning which maintains herbaceous ground cover dominance to provide desirable habitat conditions and allows other understory species to thrive. When exposed to sunlight the disturbance caused by prescribed burning allows plants to respond with rapid growth and seed production. Prescribed burning has been and will be used to prevent the reoccurrence of palmetto dominance. Roller chopping will be used as a management tool if weather conditions won't allow the gopher tortoise habitat to be burned after 4 years and will only be accomplished during winter. Heavy equipment will not be utilized within 25 feet of a gopher tortoise burrow during nesting season (summer and early fall).

1.1.2 Upland Overstory Restoration

Historically slash and longleaf pine canopy predominantly occupied this site. Invading pond pines where present will be removed. Snags, future snags and nesting trees will be marked and protected. The slash and longleaf stands will be re-established by planting one-year-old nursery stock. Planting is planned to provide some areas of open, some areas of heavy stocking and some areas of light stocking. The goal for restoring the pine canopy includes a minimum of 300 trees per acre must survive in each stand. Tree plantings will maintain a canopy cover of less than 40% since desirable gopher tortoise habitat is being claimed.

To prevent pine dominance of the uplands, periodic thinning will occur to maintain average basal areas at 50 square feet per acre. The surviving longleaf will be protected and natural reseeded encouraged through timing of the application of prescribed fire to coincide with seed release. In stands less than 50 square feet of basal area, the reforestation will coincide with understory restoration.

Nesting cavities are a limiting factor for many species of birds. The City Forest will maintain 15 trees per acre for snags, future snags and nesting trees. Areas without suitable trees will be planted.

1.1.3 Sand Pine and Scrub Oak Management

The majority of hard mast production occurs on the upland scrub, primarily from scrub oak species. This food source is an important wildlife component providing critical calories prior to winter stress. Fire kills the above ground stems of all but the largest oaks and sets back acorn production for seven years. This cover type is protected from fire during prescribed burning based upon a case by case assessment. This cover type may be divided preventing management by fire in some areas while prescribing fire in other areas. Prescribed burning will be on a 5 - 15 year cycle to maintain desirable habitat conditions for gopher tortoises and to allow for sufficient acorn production for other species such as scrub jays. Management efforts are evaluated every three years.

1.2 Wetland Management

Historically cypress harvesting occurred on the site. These stands have regenerated naturally. A dragline roadway was constructed as a part of this logging operation. This roadway dams sheet flow and interrupts the natural hydroperiod. Ten-foot wide openings to the original grade were installed every 600 feet to restore the sheet water flow of water into the wetland.

No harvesting or mechanical equipment will be permitted in the wetlands. The tract boundaries will be marked, posted and maintained. Security prevents poaching, timber trespass and livestock trespass. Fire lines on adjacent uplands are maintained by disking and returned to natural grade. Fire will be excluded from the wetlands by timing prescribed burning with water levels in the wetlands or by existing fire breaks.

1.3 Wildlife Management

Historically this tract was intensely hunted with little regard to game laws. Cattle grazing without rotation eliminated or diminished most non-game species. When the City began its restoration program the cattle were eliminated. Hunting continues but under strict regulation and with the elimination of dogs used in hunting game. Both game and non-game species have dramatically increased in numbers. Deer population is close to exceeding the carrying capacity. Hunting is limited to primitive weapons and used as a management tool to prevent overpopulation. Harvest records and population levels are measured each year to insure healthy population levels.

1.4 Prescribed Burning

The City shall utilize prescribe burning for Phases 4 and 5 on a 2 to 3 year rotation to maintain habitat conditions. Nature Conservancy research shows positive understory response from a varied fire schedule. Growing season prescribed burns shall be incorporated when appropriate and weather permitting.

1.5 Other Protected Species

Rugel's PawPaw (*Deeringothamnus rugelii*)

This property contains over half of the known population of the Rugel's PawPaw. The conservation and management of this property could well determine the future of this species.

The Rugel's PawPaw is found only in Eastern Volusia County. It has been documented in only twenty-nine locations and the total known population is 4,639 plants. The plant is a fire climax species and is threatened by lack of fire, development and grazing. By far the majority of this species is located on sites where the City of Port Orange has completed understory restoration.

The City of Port Orange has committed to establishing a nursery, which researches, documents and propagates the Rugel's PawPaw. The City will plant the species in suitable secure locations identified by the Florida Natural Area Inventory. The City will protect and propagate this species and ensure both its survival and long-term conservation.

2.0 GOPHER TORTOISE MANAGEMENT

The goal of the management plan with respect to the gopher tortoise is to restore and maintain, secure viable populations of gopher tortoises. Proposed management actions described above shall improve gopher tortoise carrying capacity on lands, increase diversity and abundance of food and improve the quality of tortoise habitat.

2.1 Tortoise Mortality/Contingency Plan

The City of Port Orange is committed to notify the FFWCC within 30 days and coordinate with them to develop a contingency and/or adaptive management plan to address mortality on the recipient site should evidence of multiple adult tortoise shells and carcasses be observed beyond infrequent mortality (i.e., >3% of the adult tortoise population in any one year, or if more than a few adults are found dead in any small area) seen under natural circumstances (i.e., wildlife predation or disease). The City will provide FFWCC upon initial notification of mortality will include the following (as available):

- date(s) of observation;
- number of shells or carcasses observed;
- resident or relocated tortoises, if determinable (include marked number of relocated tortoise);
- sex, size, and age class of shells/carcasses, if determinable;
- GPS location of observed shells/carcasses or approximate location;
- photographs of shells/carcasses;
- cause of mortality (if known);
- person(s) who reported/documented the mortality event(s);
- the date of when and who at FFWCC is notified; and
- the date of any FFWCC site visit.

The contingency plan will be developed in consultation with FFWCC and/or other technical professional after the initial notification of mortality occurs and will outline the initial steps the landowner took or will take to investigate the possible causes of the mortality, results of the investigation, a brief summary or copy of FFWCC recommendations, possible solutions to the problem(s), and adaptive management actions that have been or will be taken by the landowner to prevent risk of additional mortality (temporary and/or permanent actions).

2.2 Descriptions of Tortoise Management Costs

The tables provided below provide an estimated cost of one-time and ongoing long-term habitat and site management.

Table 1. Phases 4 and 5 Land Management Estimated Baseline Costs

Upland Activities	Cost	Assumptions/Frequency
Burning	\$2,924.60	Every 2 to 3 years/\$10 per acre, Phases 4 & 5 tortoise habitat is 292.46 acres (\$975/year)
Fencing (temp or permanent)	\$3,600.00	Temporary fencing installed twice yearly, price per year
Fire Lines	\$1,764.00	For Phases 4 and 5 \$49 per hour
Security	\$0.00	Recipient site is gated with limited access, addition security measures are not foreseen
Vegetation Management	\$0.00	Cost included in burning
Administrative/Trustee Fee	\$0.00	City staff manages
Invasive Plant Management	\$0.00	Has not been necessary to date
Misc. Coordination	\$3,200	Recipient Site Management, cost per year
Vegetation Monitoring	\$24,000.00	Every 3 years for 5 monitoring periods
	\$15,000.00	Every 5 years for 2 monitoring periods
	\$10,000.00	Monitoring Years 35, 45 and 55
Equipment	\$0.00	Equipment purchase not needed
Other	\$0.00	

Table 2. Phases 4 and 5 Land Management Estimated Costs over a 55 year period

Upland Activities	Cost*	Assumptions/Frequency
Burning	\$48,125.00	Every 3 years for 55 years/\$10 per acre, Phases 4 & 5 tortoise habitat is 292.46 acres (\$975/year)
Fencing (temp or permanent)	\$15,480.00	Temporary fencing installed twice yearly, price per year to an estimated 4 years until capacity reached
Fire Lines	\$35,082.00	For Phases 4 and 5 \$49 per hour
Security	\$0.00	Recipient site is gated with limited access, addition security measures are not foreseen
Vegetation management	\$0.00	Cost included in burning
Administrative/Trustee Fee	\$0.00	City staff manages
Invasive Plant Management	\$0.00	Has not been necessary to date
Misc. Coordination	\$189,200.00	Recipient Site Management, cost per year \$3200/yr, $\$3200 \times 55\text{yrs} = \$176,000 + \$13,200^* = \$189,200$
Vegetation Monitoring	\$198,875.00	Every 3 years for first 15 years, every 5 years for 10 yr period and 10 yr increments thereafter
Equipment	\$0.00	Equipment purchase not needed included in burning
Other	\$0.00	None anticipated
Total – Average Year over 55 years	\$8,850.00	Average annual yearly cost
Total – over 55 year Period	\$486,750.00	

*= 7.5% increase for cost of living expense was multiplied to the total cost of each item

The above costs are approximate and are estimated over a 55-year period with a 7.5% cost of living increase to adjust for inflation. Based on the costs incurred by The City of Port Orange for past and current land management activities, the City estimates a management cost of approximately \$8,850.00 for an average year for Phases 4 and 5.

2.3 Management Timeline

The primary management tool for the Port Orange Recipient Site Phases 4 and 5 will be prescribed burning. The proposed management schedule is on a 2-3 year burning plan for all or portions of the Phases as management is needed. Should weather conditions preclude the use of prescribed burning within the 2-3 year burning rotation, the City will consider alternative management options such as roller chopping or mowing. The City will avoid exceeding 4 years between prescribed burns. Phase 4 was managed by prescribed burning in 2015. The majority of Phase 5 was managed by prescribed burning in 2015 with approximately 23 acres burned in 2014. Phases 4 and 5 are proposed for management by prescribed burning during 2018 weather conditions permitting.

3.0 BASELINE CONDITION

3.1 Methodology

CPH scientists performed the baseline monitoring according to the protocol outlined in the FFWCC *Gopher Tortoise Permitting Guidelines* April 2008 (Revised January 2017), specifically *Appendix 4 Methods for Burrow Surveys on Development (Donor) & Recipient Sites* and *Appendix 7 Methods for Baseline Vegetation Sampling and Follow-up Monitoring on Recipient Sites*. Vegetation surveys and gopher tortoise surveys were conducted simultaneously. At least 30% of the gopher tortoise transects were used as vegetation transects. CPH scientists established eleven (11) vegetation monitoring transects in Phase 4 and seven (7) vegetation monitoring transects in Phase 5. CPH scientists established thirty-four (34) transects in Phase 4 and twenty-two (22) transects in Phase 5 to estimate the gopher tortoise population in both phases. In all, fifty-six (56) transects were established for Phases 4 and 5 and are depicted on **Figures MP-6 and MP-7**.

3.2 Existing Conditions

The City of Port Orange Gopher Tortoise Long-term Recipient Site Phases 4 and 5 totals 381.67. The *Soil Survey of Volusia County, Florida* (USDA Natural Resources Conservation Service) identifies eight (8) soils types in Phase 4 and seven (7) soil types in Phase 5 (**Figures MP-2 and MP-4**). **Figures MP-2 and MP-4** provide the acreage of each soil type presented on an aerial photograph.

There are ten (10) vegetation and land use classifications mapped within Phase 4 and fifteen (15) in Phase 5. Vegetation and land uses are generally classified in accordance with the *Florida Land Use, Cover and Forms Classification System* (FLUCFCS) (FDOT 1999). **Figures MP-3 and MP-5** provide the acreage and percent of site for each vegetation or land use classification presented on the enclosed aerial photographs.

Based on the Baseline Monitoring Event, the estimated canopy cover is 39.77% and the estimated herbaceous cover is 55% for Phase 4. The estimated canopy cover is 24% and the estimated herbaceous cover is 51.96% for Phase 5.

3.3 Vegetation Monitoring

CPH scientists established vegetation sampling plots along 250-meter-long belt transects on the recipient site. Vegetation sampling occurred at 30% of the belt transects in each phase in areas providing suitable gopher tortoise habitat. The beginning and end of each transect and each sampling station were permanently marked with rebar posts painted with high visibility orange paint and plastic rebar cap and their location was identified in the field using a handheld GPS instrument to record latitude and longitude coordinates. GPS data was collected in decimal degrees using DATUM NAD83 feet Harn Albers. The data collected specifies the collection method (i.e., the projection and coordinates).

The transects selected for vegetation sampling provide a representative coverage across the two phases. Each vegetation sampling transect has four stations located at the 0-, 75-, 150-, and 225-meter points along the transect. The following describes the vegetation monitoring methodology in detail:

Canopy Cover—At 75-meter intervals along a transect (0-, 75-, 150-, and 225-meter points) scientists walked 15 meters perpendicular to each side of the transect line (a total of 30 meters). Every 1.5 meters (10 samples on each side), scientists took densitometer readings to estimate canopy coverage. Canopy vegetation is defined as woody stemmed plants three (3) meters or greater in height. A total of 20 measurements were recorded, divided by 20, and multiplied by 100 to obtain percent canopy cover at each station.

Shrub Cover—At each 75-meter interval along the transect line, scientists walked 15 meters perpendicular to each side of the transect line. Every 1.5 meters, the densitometer was positioned 1.5 meters off the ground. A total of 20 measurements were recorded, divided by 20, and multiplied by 100. This measurement provided an estimate of the percent shrub cover at each station.

Herbaceous Ground Cover—At each 75-meter interval along the transect line an herbaceous cover sampling station was established. Each sampling station location was recorded using GPS equipment to document the coordinates.

The percent cover of herbaceous species was estimated at each sampling station using a 0.25 square meter (2.7 square feet) quadrat. Estimates were based on seven cover classes: less than 1%, 1-5%, 6- 29%, 30-59%, 60-75%, 76-95%, 96-100%. Scientists recorded cover class as follows: bare ground; debris; broadleaf grasses and grass-like vegetation (e.g., sedges, rushes); wiregrass; and any forbs, vines, saw palmetto, or woody vegetation that are < 3 feet in height.

Scientists did not observe exotic and nuisance species. If observed in the future, scientists shall record the type and location of observed exotic and undesirable vegetation and appropriate management activities implemented. This methodology shall be employed with future monitoring events for comparison of data.

3.4 Gopher Tortoise Survey

CPH scientists established thirty-four (34) transects in Phase 4 and twenty-two (22) transects in Phase 5 to monitor the gopher tortoise population. Gopher tortoise burrows are classified in two groups: 1) Potentially occupied burrows and 2) Abandoned burrows. The burrow definitions are provided below:

Potentially Occupied Burrow: This classification combines the active and inactive categories and includes burrows with obvious signs of use and those with minimal or no obvious signs of use. A potentially occupied burrow is in good repair, with the classic half-moon shaped entrance. These burrows may have tortoise tracks or plastron scrapes clearly visible on the burrow floor or on the mound, or they may have subtle or no tortoise signs.

The lack of observable tortoise signs may be due to weather or season. The burrow floor may contain loose soil caused by tortoise activity or it may be hard-packed. The burrow mound may or may not have vegetation growing on it, and it may be partially covered by fallen leaves. Potentially occupied burrows were recorded on burrow location maps and used to calculate gopher tortoise densities.

Abandoned Burrow: An abandoned burrow appears unused and dilapidated. The entrance is partially or completely collapsed, and the burrow is partially or completely filled with leaves or soil. Recent rains, or recent activity by livestock or humans, do not appear to be the primary reason for burrow collapse. There are no trails into the burrow that might indicate that a tortoise recently passed through the leaf litter or that a small tortoise is using a dilapidated adult burrow. Abandoned burrows were recorded on burrow location maps but **shall not be** included in tortoise density calculations.

The gopher tortoise burrow survey employed the following methodology:

1. CPH scientists conducted belt transects across all potential tortoise habitat within the recipient site to provide at least 15% coverage of each phase.
2. A typical transect is 250 meters (820 feet) long and 16 meters (52 feet) wide. The area covered by this size transect is approximately one acre. In areas with heavy cover, the width of a transect was reduced accordingly to allow for 100% detection of burrows within the transect. The total area covered by a transect is calculated to adjust for the transect width(s). Some transects were shorter than 250 meters. As a result extra length was added to other transects within the same phase to achieve full coverage required.
3. GPS coordinates were recorded for all observed burrows within the boundaries of each transect. Burrows were marked with flagging tape indicating the burrow's label and activity class to assist field verification of surveys by FFWCC. The burrow label, status, GPS coordinates, accuracy of data and projection of the coordinates were recorded.

Baseline data was collected and the transect locations and observed tortoise burrows depicted on Figures MP-6 and MP-7. This tortoise survey methodology shall be employed for future monitoring event for data comparison. The baseline population estimate for Phase 4 is 38 gopher tortoises based on the 41 burrows over the 85 acres surveyed. The baseline population estimate for Phase 5 is 97 gopher tortoises based on the 32 burrows observed over the 22 acres of tortoise habitat surveyed.

3.5 Vegetation Survey

The baseline vegetative data collected along each transect is provided below for Phases 4 and 5.

Phase 4 Vegetative Baseline Data

Transect 3	0m	75m	150m	225m
Canopy %	10	30	50	40
Shrub %	100	100	100	100
Ground %	25	25	30	20
Transect 6	0m	75m	150m	225m
Canopy %	5	30	40	55
Shrub %	80	80	75	100
Ground %	40	40	35	25

Transect 7	0m	75m	150m	225m
Canopy %	55	10	60	65
Shrub %	95	85	60	100
Ground %	30	45	40	25
Transect 10	0m	75m	150m	225m
Canopy %	30	20	30	50
Shrub %	65	50	45	60
Ground %	30	60	100	50
Transect 19	0m	75m	150m	225m
Canopy %	75	25	40	25
Shrub %	50	60	40	85
Ground %	40	90	90	90
Transect 22	0m	75m	150m	225m
Canopy %	20	80	60	60
Shrub %	40	80	100	100
Ground %	80	70	80	75
Transect 23	0m	75m	150m	225m
Canopy %	60	60	65	80
Shrub %	70	70	95	100
Ground %	20	30	50	45
Transect 25	0m	75m	150m	225m
Canopy %	10	25	25	40
Shrub %	45	90	85	50
Ground %	95	90	85	70
Transect 27	0m	75m	150m	225m
Canopy %	10	5	15	5
Shrub %	40	10	25	60
Ground %	95	95	100	100
Transect 29	0m	75m	150m	225m
Canopy %	0	60	60	10
Shrub %	0	90	80	100
Ground %	100	90	80	90
Transect 34	0m	75m	150m	225m
Canopy %	60	35	70	60
Shrub %	100	100	100	100
Ground %	40	50	45	35

Phase 5 Vegetation Baseline Data

Transect 4	0m	75m	150m	225m
Canopy %	20	0	15	10
Shrub %	100	100	100	100
Ground %	35	40	35	35
Transect 8	0m	75m	150m	225m
Canopy %	5	0	0	10
Shrub %	10	15	25	60
Ground %	80	80	70	60
Transect 11	0m	75m	150m	225m
Canopy %	0	10	5	15
Shrub %	25	20	5	20
Ground %	70	40	35	60
Transect 14	0m	75m	150m	225m
Canopy %	50	10	15	80
Shrub %	70	20	60	100
Ground %	45	60	55	35
Transect 17	0m	75m	150m	225m
Canopy %	70	40	20	70
Shrub %	60	20	10	80
Ground %	30	50	60	70
Transect 19	0m	75m	150m	225m
Canopy %	50	20	25	40
Shrub %	100	30	50	70
Ground %	35	70	60	40
Transect 21	0m	75m	150m	225m
Canopy %	30	10	20	25
Shrub %	35	25	100	90
Ground %	50	65	45	45

3.6 Monitoring & Maintenance Schedule

The table provided below presents the vegetation and tortoise monitoring schedule for Phase 4 and 5.

Table No. 3 Phases 4 & 5 Monitoring Schedule

Monitoring Event	Date
Year 3 Monitoring Event and Report	2021
Year 6 Monitoring Event and Report	2024
Year 9 Monitoring Event and Report	2027
Year 12 Monitoring Event and Report	2030
Year 15 Monitoring Event and Report	2033
Year 20 Monitoring Event and Report	2038
Year 25 Monitoring Event and Report	2043
Year 35 Monitoring Event and Report	2053
Year 45 Monitoring Event and Report	2063
Year 55 Monitoring Event and Report	2073
Monitoring continues every 5 years for life of permit	

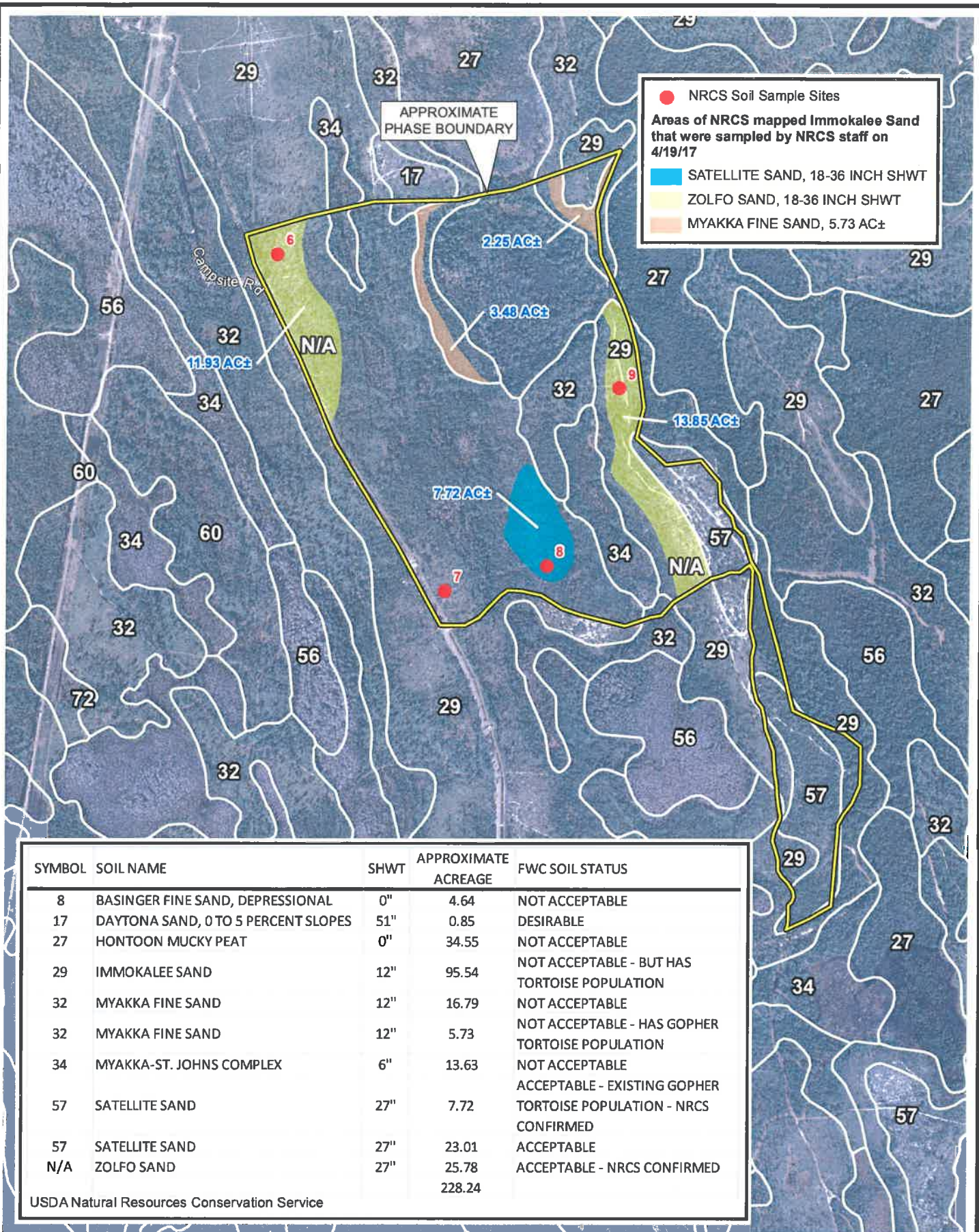
The table provided below presents the estimated maintenance activities for Phase 4 and 5.

Table No. 4 Phase 4 & 5 Maintenance Schedule – subject to change

Management Tool	Date
Prescribed Burning	2020-2021
Prescribed Burning	2023-2024
Prescribed Burning	2026-2027
Prescribed Burning	2029-2030
Prescribed Burning	2032-2033
Prescribed Burning	2037-2038
Prescribed Burning	2042-2043
Prescribed Burning	2052-2053
Prescribed Burning	2062-2063
Prescribed Burning	2072-2073
Prescribed Burning continues every 2-3 years for life of permit	

Management Plan Figures

- MP-1 Location Map
- MP-2 Phase 4 Soils Map
- MP-3 Phase 4 Preliminary Vegetation & Land Use Map
- MP-4 Phase 5 Soils Map
- MP-5 Phase 5 Preliminary Vegetation & Land Use Map
- MP-6 Phase 4 Transect Map
- MP-7 Phase 5 Transect Map



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Scale: 1" = 1,000'
 Date: 2/15/2018
 Photo Date: 2015
 Project No. P9210
 Biologist: AED GIS: RCO



PHASE 4 SOILS MAP

PORT ORANGE RECIPIENT SITE PHASE 4
 SECTIONS 20, 29, 30, & 32, TOWNSHIP 16 SOUTH, RANGE 32 EAST
 VOLUSIA COUNTY, FLORIDA

FIGURE
MP-2



FLUCFCS CODE*	FLUCFCS CLASSIFICATION	APPROXIMATE ACREAGE	PERCENT OF SITE	SUITABILITY
411	PINE FLATWOODS	19.62	8.60%	12.47 AC ACCEPTABLE/1.42 AC UNACCEPTABLE/ 5.73 AC REQUESTING ACCEPTANCE
421D	XERIC OAK	31.24	13.68%	ACCEPTABLE
434	HARDWOOD - CONIFER MIXED	1.72	0.75%	0.85 AC DESIRABLE/0.87 AC ACCEPTABLE
434D	HARDWOOD - CONIFER MIXED	11.93	5.23%	ACCEPTABLE
441	CONIFEROUS PLANTATIONS	111.60	48.90%	95.54 AC REQUESTING ACCEPTANCE/16.06 AC UNACCEPTABLE
617	MIXED WETLAND HARDWOODS	1.45	0.64%	UNACCEPTABLE
621	CYPRESS	2.13	0.93%	UNACCEPTABLE
625	HYDRIC PINE FLATWOODS	4.01	1.76%	UNACCEPTABLE
630	WETLAND FORESTED MIXED	42.50	18.62%	UNACCEPTABLE
814	ROADS AND HIGHWAYS	2.04	0.89%	UNACCEPTABLE
		228.24		

*Florida Land Use, Cover and Forms Classification System (FDOT 1999)

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Scale: 1" = 1,000'

Date: 2/15/2018

Photo Date: 2015

Project No. P9210

Biologist: AED

GIS: RCO

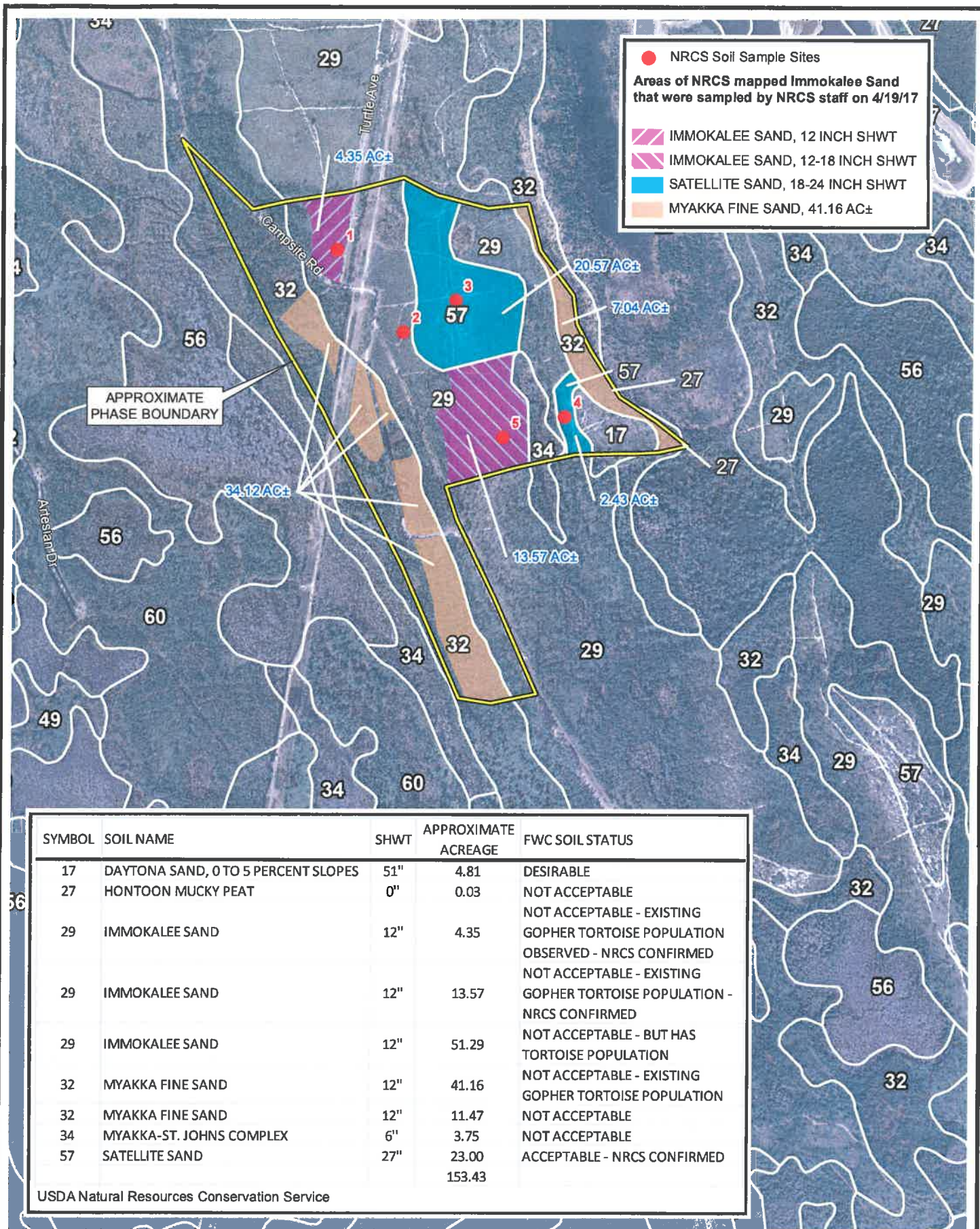


PRELIMINARY VEGETATION AND LAND USE MAP

PORT ORANGE RECIPIENT SITE PHASE 4

SECTIONS 20, 29, 30, & 32, TOWNSHIP 16 SOUTH, RANGE 32 EAST
VOLUSIA COUNTY, FLORIDA

FIGURE
MP-3



Scale: 1" = 1,000'

Date: 2/15/2018

Photo Date: 2015

Project No. P9210

Biologist: AED

GIS: RCO



PHASE 5 SOILS MAP

CITY OF PORT ORANGE GOPHER TORTOISE RECIPIENT SITE
SECTIONS 19, 20, 29, & 30, TOWNSHIP 16 SOUTH, RANGE 32 EAST
VOLUSIA COUNTY, FLORIDA

FIGURE
MP-4

FLUCFCS CODE*	FLUCFCS CLASSIFICATION	APPROXIMATE ACREAGE	PERCENT OF SITE	SUITABILITY
320	SHRUB AND BRUSHLAND (WAX MYRTLE OR SAW PALMETTO, OCCASIONALLY SCRUB OAK)	2.74	1.79%	0.74 ACCEPTABLE / 2.00 AC DESIRABLE
320D	SHRUB AND BRUSHLAND (WAX MYRTLE OR SAW PALMETTO, OCCASIONALLY SCRUB OAK)	0.98	0.64%	0.58 ACCEPTABLE / 0.4 AC DESIRABLE
321	PALMETTO PRAIRIES	27.89	18.17%	9.70 AC ACCEPTABLE/REQUEST ACCEPTANCE FOR 13.84 AC / 4.35 AC NEITHER
321D	PALMETTO PRAIRIES	21.03	13.71%	8.43 AC ACCEPTABLE/REQUEST ACCEPTANCE FOR 12.60 AC
411	PINE FLATWOODS	7.44	4.85%	REQUEST ACCEPTANCE
414	PINE - MESIC OAK	18.06	11.77%	3.00 AC ACCEPTABLE / REQUEST ACCEPTANCE FOR 15.06 AC
421D	XERIC OAK	2.96	1.93%	0.55 ACCEPTABLE / 2.41 AC DESIRABLE
441	CONIFEROUS PLANTATIONS	57.08	37.20%	REQUEST ACCEPTANCE
621	CYPRESS	6.13	4.00%	UNACCEPTABLE
625	HYDRIC PINE FLATWOODS	0.31	0.20%	UNACCEPTABLE
641	FRESHWATER MARSHES	0.26	0.17%	UNACCEPTABLE
643	WET PRAIRIES	0.95	0.62%	UNACCEPTABLE
646	TREELESS HYDRIC SAVANNA	0.31	0.20%	UNACCEPTABLE
814	ROADS AND HIGHWAYS	2.14	1.39%	UNACCEPTABLE
832	ELECTRICAL POWER TRANSMISSION LINES	5.15	3.36%	UNACCEPTABLE
		153.43		

*Florida Land Use, Cover and Forms Classification System (FDOT 1999)



Scale: 1" = 1,000'

Date: 4/25/2018

Photo Date: 2015

Project No. P9210

Biologist: AED

GIS: RCO

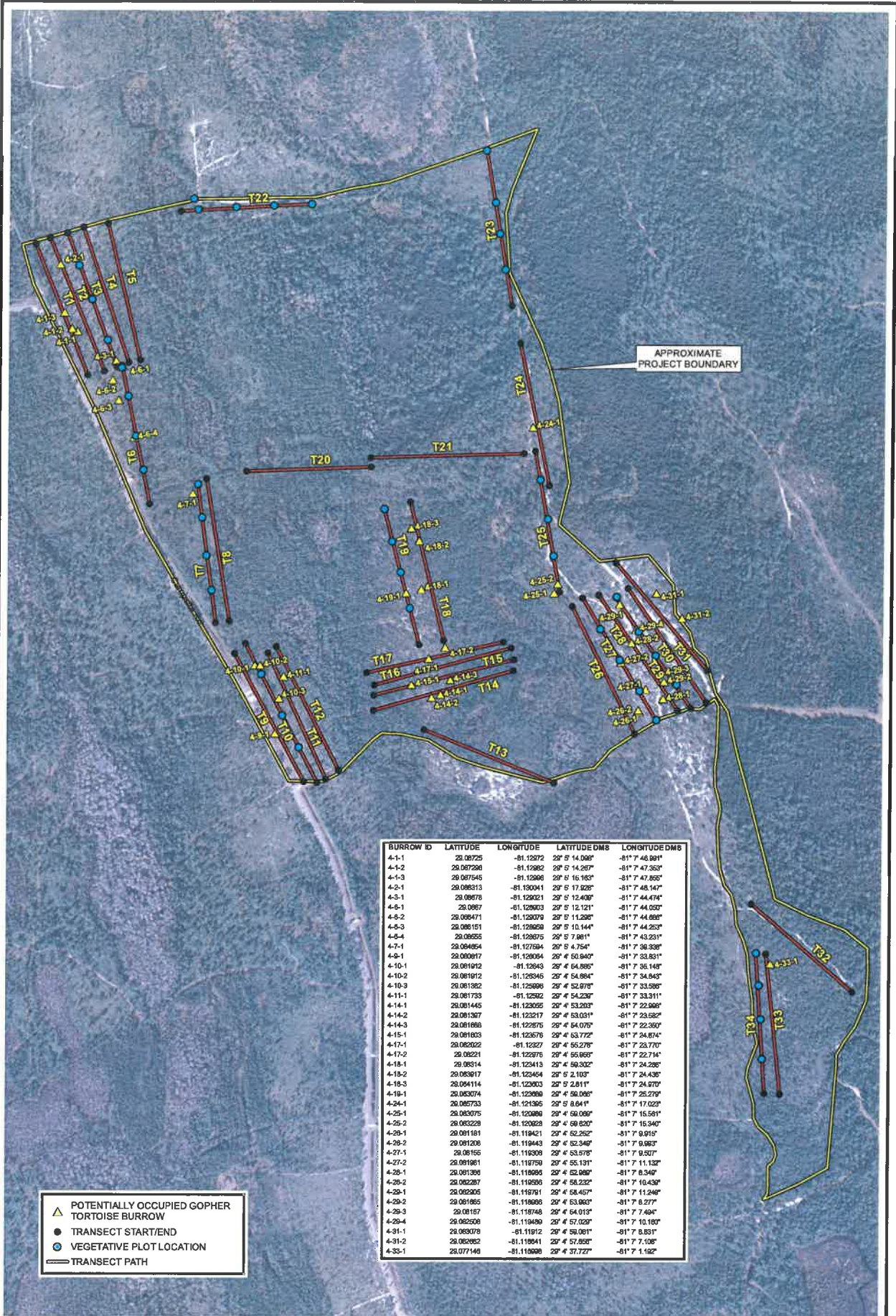


PRELIMINARY VEGETATION AND LAND USE MAP

PORT ORANGE RECIPIENT SITE PHASE 5

SECTIONS 19, 20, 29, & 30, TOWNSHIP 16 SOUTH, RANGE 32 EAST
VOLUSIA COUNTY, FLORIDA

FIGURE
MP-5



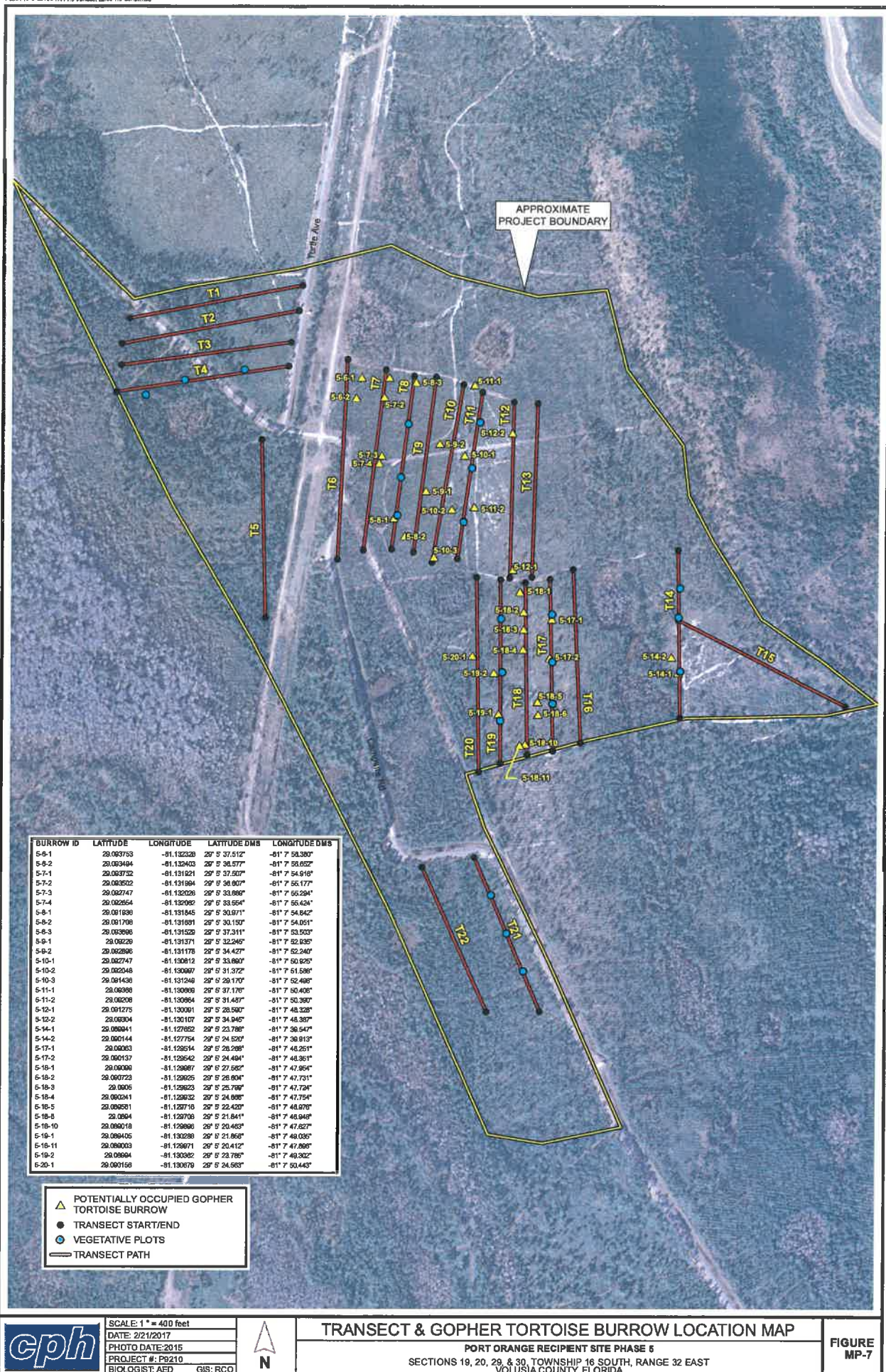


EXHIBIT "C"

This instrument prepared by:
Margaret T. Roberts
City Attorney
1000 City Center Circle
Port Orange, Florida 32129

After recording please return the document to Grantee:
Florida Fish and Wildlife Conservation Commission
ATTN: Gopher Tortoise Permit Coordinator
620 South Meridian Street
Tallahassee, Florida 32399-1600

CONSERVATION EASEMENT ANNEXATION FOR Phases IV and V Port Orange Gopher Tortoise Recipient Areas

THIS CONSERVATION EASEMENT is given this ____ day of _____ 2019 by the City of Port Orange, a Florida municipal corporation whose mailing address is 1000 City Center Circle, Port Orange, Florida 32129, ("Grantor") to the Florida Fish and Wildlife Conservation Commission, an agency of the State of Florida, with its principal office at 620 South Meridian Street, Tallahassee, FL 32399-1600 ("Grantee").

The parties agree as follows:

WITNESSETH

WHEREAS, the Grantor is the owner of certain lands situated in Volusia County, Florida, hereinafter referred to as the "Property", more specifically described in Exhibit "1" attached hereto and incorporated herein by this reference and consisting of 19 pages; and

WHEREAS, Grantor granted to Grantee a Conservation Easement dated November 10, 2009, filed of record at Official Records Book 6436, Page 3677, Public Records of Volusia County, Florida as a condition of Permit #GTLR-09-00009 for Phases 1 through III issued by the Grantee for the Port Orange Gopher Tortoise Recipient Area, and Grantor by this Conservation Easement desires to annex additional lands for conservation, including Phases IV and V; and

WHEREAS, the property possesses natural, scenic, open space, wildlife preservation and conservation values (collectively, "conservation values") of great importance to Grantor, and the people of the State of Florida; and

WHEREAS, the specific conservation values of the Property are documented as part of the Conservation and Management Plan pertaining to the Property, dated September 10, 2018 ("Plan"), part of which is entitled the "Baseline Documentation". A copy of the Plan is attached hereto as Exhibit "2" and incorporated herein by reference consisting of sheets 1 through 11 with Figure MP-1 through MP-7, inclusive. The Baseline Documentation is an accurate representation of the Property at the time of this grant and is intended to serve as an objective information baseline for monitoring compliance with the terms of this grant; and

WHEREAS, Grantor intends that the conservation values of the Property be preserved and maintained by the continuation of land use patterns existing at the time of this grant, that do not significantly impair or interfere with those values; and

WHEREAS, Grantor further intends, as owner of the Property, to convey to Grantee the right to preserve and protect the conservation values of the Property in perpetuity; and

WHEREAS, Grantee is a state public agency, part of whose mission is the conservation, preservation, protection or enhancement of lands such as the Property; and

NOW THEREFORE, in consideration of the mutual agreements herein contained, the Grantor hereby grants, creates, and establishes a perpetual conservation easement upon the Property described in Exhibit "1", which shall run with the land and be binding upon the Grantor, its heirs, successors and assigns, and remain in full force and effect forever; and the parties intending to be bound, hereby agree as follows:

1. Recitals. The above "WHEREAS" clauses are true and correct and are incorporated into this Conservation Easement as if set forth at length herein.

2. Purpose. The purpose of this Conservation Easement is to ensure that the Property or part thereof as described in this Conservation Easement shall be protected forever and used as conservation areas, consistent with the Conservation and Management Plan for the habitat management plan ("Plan"). The parties intend that this Conservation Easement will confine the use of the Property to such uses as are consistent with the purpose of this Conservation Easement.

3. Heirs, successors, and assigns. The parties to this Conservation Easement intend the rights and responsibilities to accrue to any and all heirs, successors, personal representatives, or assigns.

4. Rights of Grantee. To accomplish the purpose of this Conservation Easement the following rights are conveyed to Grantee:

a. To preserve and protect the conservation values of the Property as defined in this Conservation Easement;

b. To enter upon the Property at reasonable times and upon reasonable notice to the Grantor and to engage in activities consistent with this Conservation Easement, to monitor Grantor's compliance with this Conservation Easement, and to otherwise enforce the terms of this Conservation Easement; provided that Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and

c. To prevent any activity on or use of the Property that is inconsistent with the purpose of this Conservation Easement, and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

5. Grantor's Reserved Rights. Grantor reserves to itself or assigns all rights as owner of the Property including the right to engage in all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement; and including activities consistent with and as authorized by St. Johns River Water Management District (SJRWMD) Permit #4-127-64024-1, plans and any modifications thereto; Corps Permit #2003-7849, plans and any expansion phases or modifications to the permit; Corps Permit #2002-3473-MLH Reclaimed Lakes and any modifications thereto; and as authorized by SJRWMD CUP #8595 and any modifications thereto. In the event of a conflict between the Grantor's rights as reserved herein and the prohibited uses, the Grantor's rights as reserved and recorded prior to the recording of this Conservation Easement shall control.

6. Prohibited Uses. Any activity on or use of Property inconsistent with this Conservation Easement is prohibited, except as follows: (1) activities and uses expressly authorized in accordance with the Plan (Exhibit "2"), and (2) activities expressly reserved by the Grantor in this Conservation Easement and any modifications thereto. The following are prohibited activities on the Property:

- a. Construction or placing of buildings, roads, signs, billboards or other advertising, except for existing utility system access drives, existing utility facilities and buildings.
- b. Dumping or placing of soil or other substance or material as landfill or dumping of trash, waste, or unsightly or offensive materials.
- c. Removal or destruction of trees, shrubs, or other vegetation, except as reserved and permitted by the recorded Mitigation Plans described in paragraph 5 and any modifications thereto.
- d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock or other material substance in such manner as to affect the surface.
- e. Surface use except for purposes that permit the land or water areas to remain in their existing natural condition.
- f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation, except for hunting and fishing, if applicable, in the management plans.
- g. Act or uses detrimental to such retention of land or water areas in their existing natural condition.
- h. Acts or uses detrimental to the preservation of the structural integrity or physical appearance of sites or properties of historical, architectural, archaeological, or culture significance.
- i. Alteration of the Property except in compliance with the Plan and as otherwise provided in the Conservation Easement.

7. Subdivision. There shall be no subdivision of the Property except as may otherwise be provided in this Conservation Easement.

8. No Public Access. No right of access by the general public to any portion of the Property is conveyed by this Conservation Easement.

9. Management; Expenses; Taxes. Grantor shall manage the Property consistent with the Plan. Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage. Such responsibilities and costs shall include those associated with the management activities discussed in the Plan. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor. Grantor shall pay before delinquency all taxes, assessments, fee, and charges of whatever description, if any, levied on or assessed against the Property by competent authority and shall furnish Grantee with satisfactory evidence of payment upon request.

10. Costs of Enforcement. Any costs incurred by Grantee in successfully enforcing the terms of this Conservation Easement, including, without limitation, costs of suit and attorney's fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Conservation Easement, shall be borne by Grantor and such costs, attorney's fees and costs of remedial action incurred by the Grantor to enforce the Grantor's rights of ownership shall be borne by the Grantee.

11. Liability. Grantor and its successors shall hold harmless, indemnify and defend Grantee from and against all liabilities, penalties, costs, losses, damages, expenses causes of action, claims, demands or judgments, including attorneys fees, arising from or in any way connected with: 1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, 2) costs and liabilities of any kind related to the ownership, operation, upkeep and maintenance of the Property, including but not limited to the maintenance of adequate comprehensive general liability coverage, payment of taxes, and keeping the Property free of liens; and 3) the existence or administration of this Conservation Easement.

12. Remedies. If Grantee determines that Grantor or successors are in violation of the terms of this Conservation Easement, Grantee may take any of the following actions, after 30 days written notice to Grantor or successors to correct the violation: 1) Grantee may itself correct the violation, including but not limited to restoration of any portion of the Property affected to the condition that existed prior to the violation, and demand payment from Grantor for all costs associated with such action; 2) Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, for specific performance, to temporarily or permanently enjoin the violation, recover damages for violation of this Conservation Easement, including but not limited to the costs of restoration, and any other damages permitted by law. In any enforcement action Grantee shall not be required to prove either actual damages or the inadequacy of otherwise available remedies. Grantee's remedies shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity. As part of the consideration for this Conservation Easement, the parties hereby waive trial by jury in any action brought by either party pertaining to any matter whatsoever arising out of or in any way connected with this Conservation Easement.

13. Waiver. Grantor intends that enforcement of the terms and provisions of the Conservation Easement and the Plan shall be at the discretion of Grantee and that any

forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, its heirs, successors, personal representatives or assigns shall not be deemed or construed to be a waiver of Grantee's rights hereunder in the event of a subsequent breach. Grantor hereby waives any defense of laches, estoppel, or prescription.

14. Assignment. Grantee agrees that it will hold this Conservation Easement exclusively for conservation purposes and that it will not assign its rights and obligations under this Conservation Easement except to another organization qualified to hold such interests under the applicable state and federal laws and committed to holding this Conservation Easement exclusively for conservation purposes, consistent with the terms set forth herein.

15. Transfer of Property. Grantor agrees to incorporate the terms of this Conservation Easement in any deed or other legal instrument by which Grantor divests any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Not later than thirty (30) days after execution of any deed or other legal instrument by which Grantor divests any interest in all or a portion of the Property, including, without limitation, a leasehold interest, Grantor agrees to give written notice to Grantee of such transfer and provide a copy of the instrument.

16. Condemnation. If the Conservation Easement is taken, in whole or in part, by exercise of the power of eminent domain, Grantee shall be entitled to compensation in accordance with applicable law.

17. Severability. If any provision of this Conservation Easement or the application thereof to any person or circumstance is found to be invalid, the remainder of the provisions of this Conservation Easement, and the application of such provision to persons or circumstances other than those as to which it is found to be invalid, shall not be affected thereby.

18. Notices; References. All notices, consents approvals or other communications hereunder shall be in writing and shall be deemed properly given as of the tenth business day after mailing if sent by United State certified mail, return receipt requested, or as of the second business day after depositing with an overnight mail service (e.g., FedEx, UPS), addressed to the Grantor, c/o City Manager and Public Utilities and Public Works Director; the Grantee appropriate party; or successor-in-interest, at the address above set forth or such new addresses as either party may in writing deliver to the other. References in this Conservation Easement to the Grantor or Grantee include their successors-in-interest.

19. Venue; Choice of Law; Waiver of Jury Trial. Any cause of action shall be brought in either the county or counties where the Property is situated. This Conservation Easement has been delivered in the State of Florida and shall be construed in accordance with the laws of Florida. As part of the consideration for this Conservation Easement, the parties hereby waive trial by jury in any action or proceeding brought by any party against any other party pertaining to any matter whatsoever arising out of or in any way connected with this Conservation Easement.

20. Amendment. This Conservation Easement may be amended, altered, released or revoked only by written agreement between the parties hereto, their successors or assigns. No

amendment shall be effective until executed with the formality of a deed and recorded in the public records.

21. Subordination of Liens. Grantor agrees that if the Property is subject to a mortgage lien or any other form of lien or security pertaining to the Property, Grantor shall provide recorded or recordable documentation to verify that such lien or security interest is subordinate to this Conservation Easement.

22. Recording. Grantor shall record this Conservation Easement and any amendments in a timely fashion in the same manner as any other instrument asserting title to real property and must re-record it at any time as may be required to preserve the rights in this Conservation Easement.

TO HAVE AND TO HOLD unto grantee, its respective successors and assigns forever. The covenants, terms, conditions, restrictions and purposes imposed with this easement shall not only be binding upon Grantor but also its agents, personal representatives, heirs, assigns and all other successors to it in interest and shall continue as a servitude running in perpetuity with the Property.

IN WITNESS WHEREOF Grantor has set its hand on the day and year first above written.

Signed, sealed and delivered
In our presence as witnesses:

CITY OF PORT ORANGE
A Florida municipal corporation

By: _____
Print Name: _____ Donald O. Burnette, Mayor

Print Name: _____

Attest: _____
Print Name: _____ Robin L. Fenwick, CMC, City Clerk

Print Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by Donald O. Burnette, Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the corporation. The above-named individual is personally known.

Notary Public State of Florida
Commission No:
Commission expires:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019 by Robin L. Fenwick, the City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the corporation. The above-named individual is personally known.

Notary Public State of Florida
Commission No:
Commission expires:

GRANTEE'S ACCEPTANCE

The Florida Fish and Wildlife Conservation Commission hereby accepts the foregoing Conservation Easement.

FLORIDA FISH AND WILDLIFE
CONSERVATION COMMISSION

By: _____
Title: _____
Date: _____

Approved as to form and legal sufficiency:

FWC Attorney



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 4/16/2019

Consent item: Yes

SUBJECT: (C10) Approval of Fee Reduction Request from Andy Clark, Westport Storage LTD., relating to the 5th Amendment to the Westport Storage and Office Park PCD Master Development Agreement

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve the request to reduce the application fee to actual costs to process and review the application.

SUMMARY: Request by Andrew Clark, Westport Storage LTD., to reduce the application fee to actual cost to process and review a Planned Commercial Development (PCD) Master Development Agreement (MDA) Amendment application.

In January 2018, Mr. Clark, applicant, submitted an application to amend the Westport Storage and Office Park PCD MDA to amend the list of permitted uses allowed in the PCD. The staff time for processing and reviewing the PCD amendment was less than a typical case because the language being modified only pertained to modification of text related to permitted uses, and only required in-depth review from Planning and City Attorney staff. Typically, a PCD or PUD amendments involves all members of the Staff Development Review Committee (Fire, Public Utilities, Public Works, Engineering, Planning, and City Attorney) to complete multiple reviews of submittals prior to an amendment going before City Council.

Mr. Clark requests that the City Council reduce the \$4,500 PCD MDA Amendment application fee to the actual cost for staff review. The estimated cost for staff's review of the Fifth Amendment to the Westport Storage and Office Park PCD Master Development Agreement application is \$528.03.

The Planning Commission recommended approval of the Fifth Amendment to the Westport Storage and Office Park PCD MDA at their February 28, 2019 meeting. City Council approved the First Reading of the amendment at their April 2, 2019 meeting and are scheduled to hear the Second Reading of the amendment at their April 16, 2019 meeting.

The applicant's request letter is attached.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Applicant's Fee Reduction Request Letter	Applicant's Fee Reduction Request Letter.pdf
----	--	--

Penelope Cruz	Created/Initiated - 3/29/2019
Tim Burman	Approved - 4/1/2019
Scott Neils	Approved - 4/2/2019
Jake Johansson	Approved - 4/4/2019
Robin Fenwick	Final Approval - 4/4/2019

Westport Storage, Ltd.
% All Aboard Properties
5111 South Ridgewood Ave., Suite 201
Port Orange, FL 32127

January 28, 2019

Penelope Cruz, Planning Manager
City of Port Orange Community Development
1000 City Center Circle
Port Orange, FL 32129

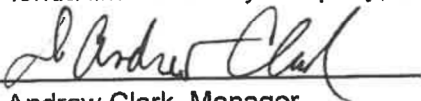
Penny,

I would like to request that the City track it's time for the approval of the proposed Fifth Amendment to the Westport Storage MDA so that if the time the City spends is less than the \$4,500 Application Fee for this Amendment that I could request a refund of any excess fees over and above the actual time spent by the City.

Thank you,

DEVELOPER
WESTPORT STORAGE, LTD., a Florida
Limited Partnership

By: ALL ABOARD PROPERTIES, LLC,
a Florida limited liability company, as general partner

By: 
D. Andrew Clark, Manager



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 4/16/2019

Consent item: Yes

SUBJECT: (C11) Approval of the Proposed Maplewood Mobile Estates Subdivision License Agreement (1000 Chamberlin Blvd.)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the License Agreement and authorize the Mayor and City Clerk to act on behalf of the City to execute a License Agreement for the Maplewood Mobile Estates subdivision .

SUMMARY: Staff has received a right-of-way License Agreement application for the Maplewood Mobile Estates subdivision (Maplewood). Andrew Clark, Manager for Maplewood, LLC on behalf of Maplewood Mobile Estates subdivision, has made this application in connection with a proposal to install twelve (12) privately maintained street lights in the development in the medians along Chamberlin Boulevard right-of-way. According to the applicant each of the six (6) medians along Chamberlin Boulevard will have 1 decorative streetlight at each end of the median. The applicant is requesting the License Agreement to install the streetlights to improve provide additional lighting along the main corridor within Maplewood because vehicles have been crossing the medians in making the turn from the side streets onto Chamberlin Boulevard. If the License Agreement is approved, Maplewood, LLC would be responsible for maintenance of medians and lights within Chamberlin Boulevard. A building permit application will need to be submitted for the proposed streetlights.

The applicant has been advised of applicable requirements and the License Agreement review process. The license agreement has the effect of requiring the Maplewood, LLC to maintain and if necessary, replace these improvements per the accepted standard construction requirements of the City. Further, should Maplewood, LLC fail to abide by this requirement, it provides the City with the ability to take necessary corrective actions at the expense of the homeowners association. City liability concerns are addressed by an indemnity statement in the License Agreement document.

The License Agreement application has been reviewed for completeness and accuracy. City staff has reviewed the application and the area has been inspected with respect to City Codes and possible effects to adjacent properties. If approved a building permit will be required to install the streetlights in the public right-of-way and complete the inspection process.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Maplewood License Agreement	Maplewood License Agreement1.pdf
2.	Chamberlin Application	Chamberlin Application.pdf
3.	Chamberlin Site Location Map	Chamberlin Site Location Map.pdf
4.	Maplewood Aerial	Maplewood Aerial.pdf
5.	Chamberlin Light Specs	Chamberlin Light Specs.pdf

Lisa Epstein
Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 3/22/2019
Approved - 3/28/2019
Approved - 4/3/2019
Approved - 4/4/2019
Final Approval - 4/4/2019

This Document Prepared by:

Shannon K. Balmer
Assistant City Attorney
City of Port Orange
1000 City Center Circle

LICENSE AGREEMENT

THIS **LICENSE AGREEMENT** is made and entered into this ____ day of _____, 2019, by and between the City of Port Orange, Florida, a chartered municipal corporation ("City"), 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"); and Maplewood LLC, a Florida limited liability company, whose mailing address is 5111 Ridgewood Avenue, Suite 201, Port Orange, FL 32127, ("Licensee").

PREMISES

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

WHEREAS, the City and the Licensee have agreed on an improvement plan and specifications, as described on **Exhibit "A,"** attached hereto and incorporated herein by reference; and

WHEREAS, the Licensee hereby warrants to the City that the Licensee has full power and authority to enter into this Agreement, and that the Licensee agrees to be bound by the terms and conditions hereof is in compliance with and shall remain in compliance with any declaration of covenants and restrictions, as may exist and as may be amended from time to time; and

WHEREAS, the Licensee is the owner of the real property identified as Maplewood Mobile Estates Subdivision, hereinafter the "Subject Property", as described on **Exhibit "B";** and

WHEREAS, the Licensee hereby acknowledges that the City public utilities are located within the right-of-way, including but not limited to locations beneath the proposed Improvements.

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

1. The City hereby grants to the Licensee a license to enter upon and to utilize the right-of-way known as Chamberlin Boulevard, located and situated in Port Orange, Volusia County, Florida, a portion of which abuts the Subject Property, as depicted on **Exhibit "B"** for the purpose of installing twelve street lights in the medians along Chamberlin Boulevard right-of-way adjoining a portion of the Subject Property (hereinafter "Improvements") approved by the City as depicted on **Exhibit "A."**

2. All improvements, uses, and activities shall comply with the policies established in Resolution No. 95-64 and with the terms and conditions of this License Agreement and exhibits hereto.

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

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

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

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

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

8. Any party may terminate this License Agreement upon giving thirty (30) days prior written notice to the other party, after which time this License Agreement shall be of no force and effect. Upon termination by any party, the City shall have the option of requiring all Improvements to be removed or abandoned in place by the Licensee or maintained in their present state by the City and without further right or obligation by the Licensee. If the Licensee terminates this Agreement or otherwise fails to remain in good standing and in compliance with this Agreement, the City may maintain and repair the Improvements and the City shall not be obligated to either maintain or repair the Improvements and the City shall not be liable for either undertaking or failing to maintain or repair the Improvements. All costs and expenses of the City resulting from maintenance or repair of the Improvements, including administrative expenses, attorney's fees and costs, and expenses incurred in establishing and operating a special district, shall be chargeable to and assessed by the City jointly and severally against all lots located within the development, subdivision or project located within the property described in **Exhibit "B."** The City shall have the right to enforce collection of assessments for such costs and expenses by a lien jointly and severally against the lots, which lien shall include interest at the then highest lawful rate of interest and attorneys' fees and costs for collection thereof. The

City shall have the right to establish a special district and to utilize any methods or procedures provided by law or ordinance for imposition and collection of the assessments described herein.

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

10. The License is personal to the Licensee and shall not inure to the successors or assigns of the Licensee. The rights, privileges and permission granted herein shall not be assignable by the Licensee in whole or in part. Upon the sale or transfer by the Licensee of title to the real property adjoining the right-of-way upon which the Improvements are located, the City shall have the immediate right to remove the improvements for which this license is granted; subject, however, to application made by the successor property owner for and due diligence in obtaining approval by the City of a new license agreement for the existing Improvements to remain in the right-of-way.

11. The Licensee shall exercise the rights, privileges and permission granted herein at the Licensee's own risk. Licensee shall make monthly inspections of the paver surface within the right-of-way, including the driveway apron and sidewalk areas; and shall immediately repair any deviation in the surface. The Licensee shall not claim any damages from the City for any injuries or damages in connection with or on account of the exercise of such rights, privileges or permission, the condition of the City's property, or the use of the property. Licensee agrees to maintain general liability insurance including contractual liability and having a minimum coverage of **One Million Dollars (\$1,000,000.00)**. Licensee shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured within ten (10) business days after City Council's approval of this License Agreement. The certificate of insurance shall be provided to the Community Development Department, Engineering Division and shall thereafter be submitted annually by the Licensee each year the license remains in effect. Failure to maintain the required insurance or provide proof thereof may result in the immediate termination of this License Agreement. In the event that the Licensee allows the required general liability insurance to elapse or expire, the City may remove all Improvements after thirty (30) days prior written notice to Licensee that the insurance had elapsed or expired. Further, the Licensee shall indemnify and hold harmless the City, its officers, employees and agents, from and against all claims, damages, losses and expenses, attorneys' fees and costs, arising out of, resulting from, or in any way connected with the condition of the City's property, the use of the property by Licensee, his invitees and members of the public, the exercise of the license granted by this License Agreement, the failure on the part of the Licensee to comply with any of the provisions specified herein, or the City's removal of any Improvements depicted in **Exhibit "A"** or otherwise permitted by this License Agreement. The City shall not be liable to the Licensee if for any reason the Licensee's use of the Subject Property is hindered or disturbed.

12. All notices required to be given by any party shall be in writing, addressed to all other parties, and delivered by certified mail, telegram or in person to: City Manager, City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, for the City; and Maplewood LLC 5111 Ridgewood Avenue, Suite 201, Port Orange, FL 32127, for the Licensee, or as otherwise designated in writing to all respective parties.

13. This Agreement shall be recorded in the Public Records of Volusia County,

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

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

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

WITNESSES:

LICENSOR:

Printed Name:_____

CITY OF PORT ORANGE, FLORIDA
a chartered municipal corporation

Printed Name:_____

By:_____
Donald O. Burnette, Mayor

Printed Name:_____

Attest:_____
Robin L. Fenwick, CMC, City Clerk

Printed Name:_____

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Donald O. Burnette, as Mayor of the City of Port Orange, Florida, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed name, commission and expiration:

WITNESSES:

LICENSEE:

Maplewood, LLC, a Florida limited liability company

Printed Name: _____

Printed Name: _____

By: _____
Title: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

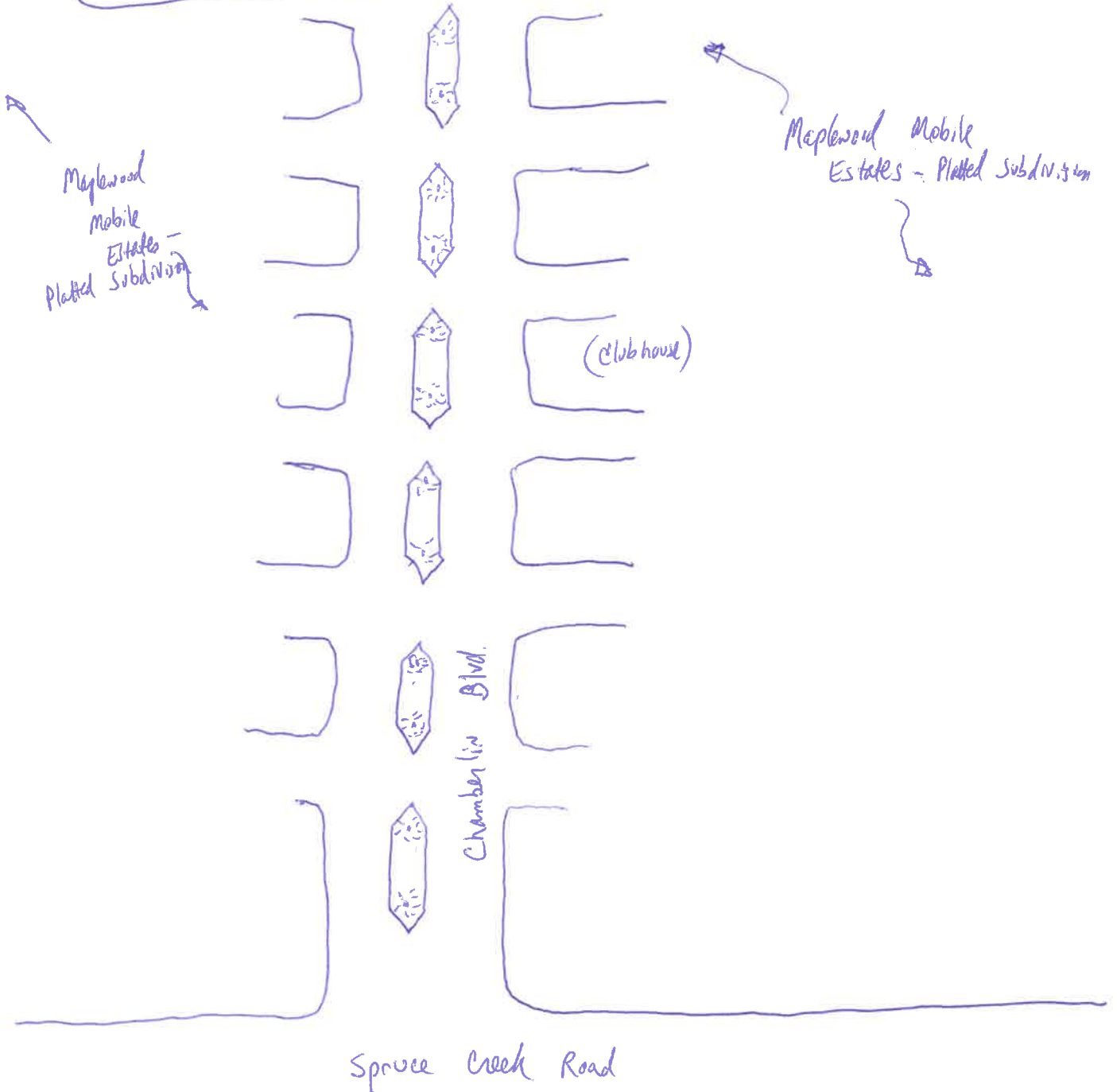
The foregoing instrument was acknowledged before me this ____ day of _____, 2019, by _____, as _____ of Maplewood LLC who is authorized to execute the foregoing LICENSE AGREEMENT, and who ☐ is personally known to me, or ☐ has produced _____ as identification.

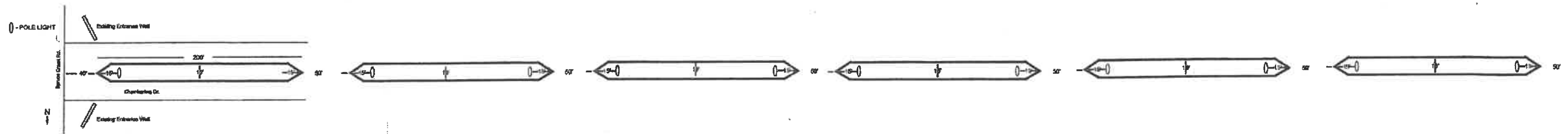
Notary Public, State of Florida at Large
Printed name, commission and expiration:

EXHIBIT "A"

(Survey / Site plan with "License Agreement Area" noted)

Install a total of 12 light poles - one on the end of each Center Median!





Pole Light Location Site Plan

Maplewood Estates
1000 Chamberline Rd
Port Orange, FL

RESUBMITTED
FEB 28 2018
Received by _____

EXHIBIT “B”

All of Blocks 2 through 15, inclusive, COMMONWEALTH MOBILE ESTATES, SECOND ADDITION, as per map in Map Book 31, page 104, Except Lots 1, 2, 14 and 15, Block 5; Lots 1, 2, 15 and 16, Block 6; Lots 1, 2, 16 and 17, Block 7; and Lots 1 through 16, inclusive, Block 8, and excluding all of Block 14A, and including portion of Chamberlin Blvd south of Lot 1, Block 15, vacated by Resolution No. 15-26, per Official Records Book 7123, Page 3757, all in the Public Records of Volusia County, Florida.

Parcel No. 6315-07-02-0010



CITY OF PORT ORANGE

Department of Community Development
Engineering Division

1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 (386) 506-5600 FAX: 386-506-5699
(www.port-orange.org)

#19-97500001

DATE APPLICATION RECEIVED

MAR 12 2019

APPLICATION FOR IMPROVEMENTS IN THE RIGHT-OF-WAY

Applicant/Owner's Name: Maplewood, LLC (By: D. Andrew Clark, manager)

Address: 5111 South Ridgewood Ave., Suite 201, Port Orange, FL 32127 Phone: 386-236-1970

Property Address/Location: Chamberlin Blvd.

Subdivision Name (If applicable): Maplewood Estates

Does Subdivision have a Homeowners Association? X Yes No

Description of Request: Add Pole Lights in center medians for safety

Speed Limit for Subject Road: 25 MPH Type of Curbing: Mixed

List Type and Size of any Proposed Shrubs: N/A

List Type and Size of any Proposed Trees: N/A

List Type and Size of Other Improvements (Decorative paving, irrigation, lighting, etc.): N/A

REQUIRED ATTACHMENTS

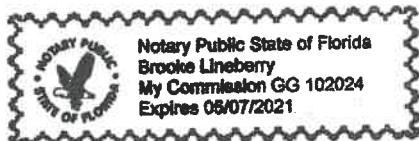
- ☐ A copy of the property deed
- ☐ A sealed property survey
- ☐ A detailed sketch of the right-of-way with the proposed landscaping and other improvement information clearly depicted and dimensioned
- ☐ Photos (optional)
- ☐ Letter of approval from the Homeowners Association (HOA) if applicable
- ☐ Other documentation (as requested by the City)
- ☐ Processing fee (\$75)

PLEASE NOTE: All utilities must be located prior to planting. Shade trees cannot be planted under overhead lines. The City reserves the right to remove or cause to remove the above listed improvements without obligation to replace the listed improvements. The City reserves the right to require the Licensee to obtain liability insurance in cases where pavers or signage are proposed in the right-of-way.

Property Owner Signature: *D. Andrew Clark* Date: 3-12-2019
D. Andrew Clark, manager

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this MARCH 12, 2019 by
D. Andrew Clark who is personally known to me or who has produced
as identification and who did (did not) take an oath.



Brooke Lineberry
Notary Public, State of Florida
Printed Name, Commission, & Term Expiration Date:

Property Owner Signature: _____ Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____, 20____ by
_____, who is personally known to me or who has produced
_____ as identification and who did (did not) take an oath.

Notary Public, State of Florida
Printed Name, Commission, & Term Expiration Date:

The following owner affidavit of authorization is only required with the Applicant is not the Property Owner.

OWNER AFFIDAVIT OF AUTHORIZATION

Maplewood, LLC hereby authorizes B & J Services,
(Property Owner Name) (Applicant Name)

and its agents, to make application for Improvements In The Right-Of-Way to
(Type of Application requested)
the City of Port Orange for property described on the attached application form.

Property Owner Signature: [Signature]

First and Last Name of Signatory: D. Andrew Clark

Date: 3-12-2019

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

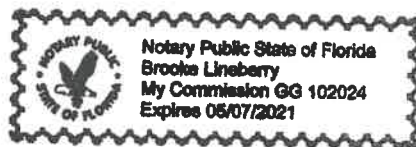
The foregoing instrument was acknowledged before me this March 12, 2019 by
(Date)
D. Andrew Clark, who is personally known to me or who has
(Name of Person Acknowledging)

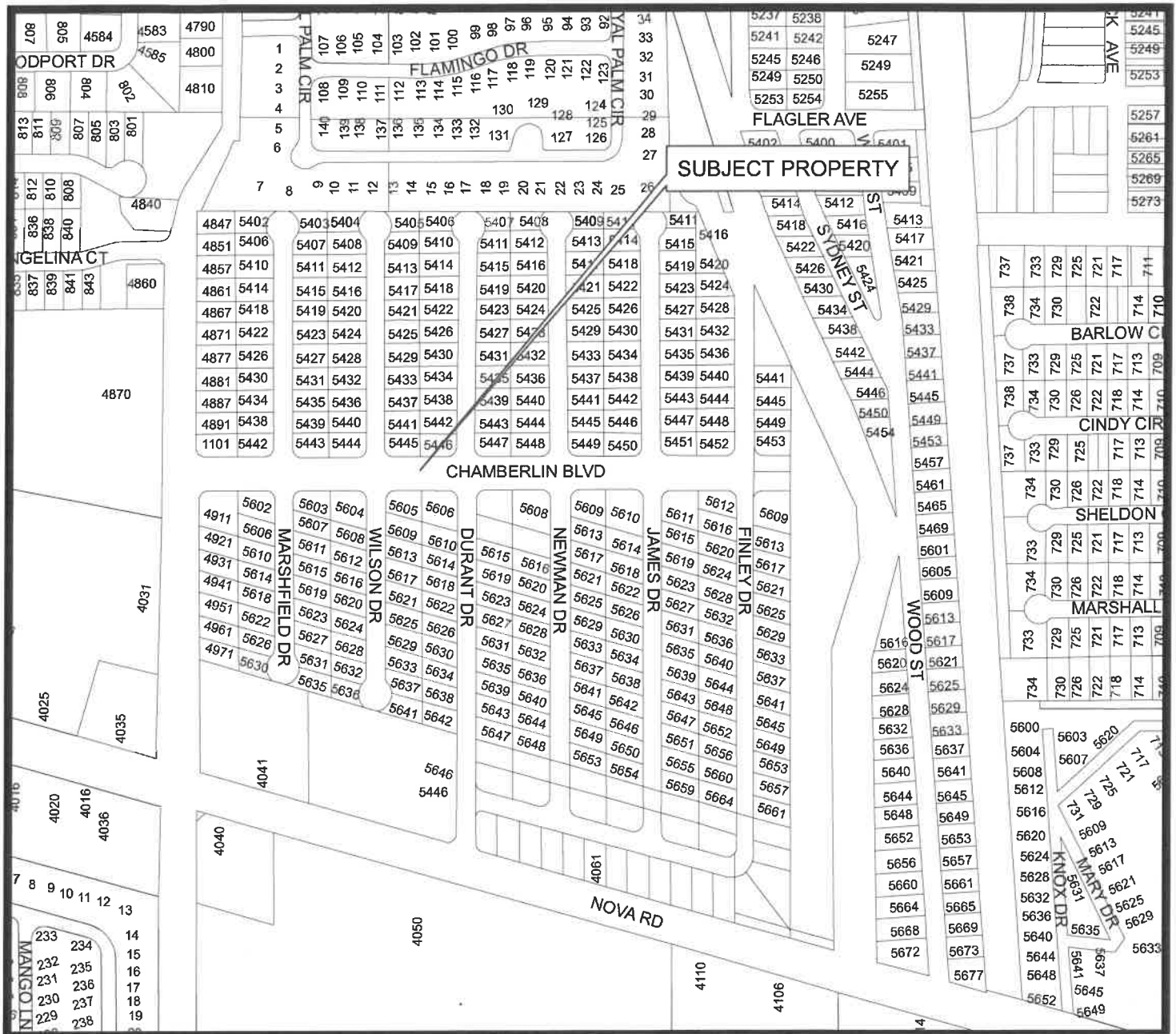
produced _____ as identification and who
(Type of Identification)

☒ did (did not) take an oath.

[Signature] Notary Public, Commission No. 102024
(Signature)

Brooke Lineberry
(Name of Notary typed, printed, or stamped)





Case No.: 19-97500001

Applicant:
MAPLEWOOD, LLC

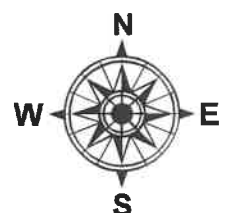
Location: 1000 Chamberlin Blvd.

Requested Action:

To obtain a License Agreement for installation of ten (10) additional street light poles in center islands.



Location Map
CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT



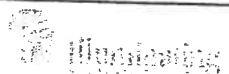
1000 CHAMBERLIN BLVD



01/30/2012

© 2012 Pictometry

Project: _____
 Fixture Type: _____ Quantity: _____
 Customer: _____



Specifications

Material:
 All parts are durable 356 cast aluminum.
 All hardware provided shall be stainless steel or zinc plated steel.

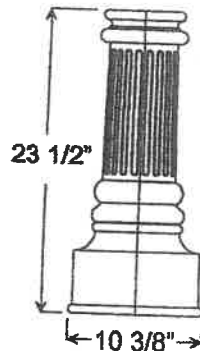
Available with aluminum bolt down fluted or smooth; direct burial fluted or smooth; or round steel poles. For tapered poles consult factory.

Fits pole diameters: 3" and 4".

Finish:
 A polyester powder coat high quality finish is electro-statically applied and baked at 430° for exceptional durability and color retention. Products undergo an intensive five-step cleansing and pretreatment process for maximum paint adhesion.

Marine grade finish provides superior salt, humidity and UV protection. This coating withstands up to 3000 hours of continuous salt spray, comes with a 5-year warranty and is available in either a textured or gloss surface.

Modifications:
 Consult factory for custom or modified cast clam shell.



CCS1902

Weight: 11 lbs

Cast Clam Shell

CCS1902

BD4S16.125

GFI20

72

Cast Clam Shell

Pole

Accessory

Finish

CCS1902

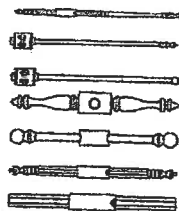
POLES

FINISHES

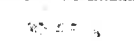
SELECT POLE PART NUMBER FROM SPECS ON PAGES 2 THRU 6.

ACCESSORIES

- GFI15** (15 amp GFCI receptacle outlet)
- GFI20** (20 amp GFCI receptacle outlet)
- GFI-WPU** (20 amp GFCI receptacle with weather proof in-use cover)
- BAA** (Cast Banner Arm A for 24" wide banner)
- BAB** (Cast Banner Arm B for 30" wide banner)
- BAC** (Cast Banner Arm C for 30" wide banner)
- LR1** (Cast Ladder Rest 1)
- LR3** (Cast Ladder Rest 3)
- LR4** (Cast Ladder Rest 4)
- LR5** (Cast Ladder Rest 5)



- SIGN A** (Cast Sign A; 30" x 6", 8 letters/numbers on one line; requires Banner Arm to hang)
- SIGN B** (Cast Sign B; 31" x 7", 12 letters/numbers on one line; requires Banner Arm to hang)
- SIGN C** (Cast Sign C; 27" x 11", two rows of 8 letters/numbers on each line, requires Banner Arm to hang)
- SIGN D** (Cast Sign D; 11" x 6 1/2", 4 letters/numbers on one line)
- SIGN E** (Cast Sign E; comes with pole clamp, 24 1/2" x 6", 9 letters/numbers on one line)
- FPH1** (Flag Pole Holder)
- TP** (Tamper Proof Screws)



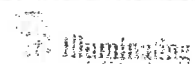
Standard Grade	Marine Grade	Standard Grade	Marine Grade
40	NA Raw Unfinished	53	100 Copper Clay
41	101 Black	56	109 Silver
42	102 Forest Green	61	106 Black Verde
43	114 Bright Red	70	118 Painted Chrome
44	107 White	71	105 Painted Copper
45	112 Bright Blue	72	108 Textured Black
46	123 Sunny Yellow	73	125 Matte Black
47	120 Aqua Green	76	121 Textured Architectural Bronze
49	NA Galvanized	77	127 Textured White
50	111 Navy	78	124 Textured Silver
51	103 Architectural Bronze	10	130 Aspen Green
52	104 Patina Verde	11	131 Cantaloupe
12	133 Lilac	13	132 Putty

Consult factory for additional paint charges and availability

Project: _____

Fixture Type: _____ Quantity: _____

Customer: _____



Weight: 27.0 lb

EPA: 2.45

Specifications**General:**

Due to size or weight, arms
mounts may not accommodate
all ANP luminaires.

Material:

All parts are durable 356 cast
aluminum and high strength
extruded aluminum.
All hardware provided shall be
stainless steel or zinc plated
steel.

Fixture Mounting:

Pin mount to tenon.

Post Arm Mounting:

Slip tenon to accommodate 3", 4"
and 5" pole. Pole section of arm
matches pole diameter and style.

Electrical:

Pull wire provided.

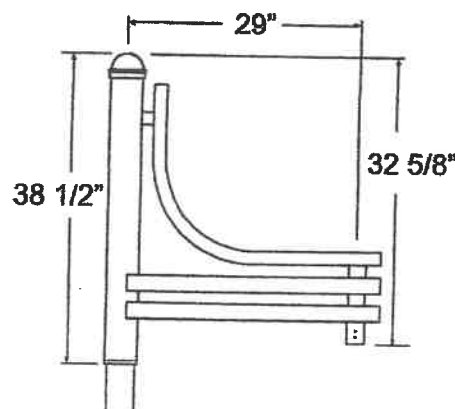
Finish:

A polyester powder coat high
quality finish is electro-statically
applied and baked at 430° for
exceptional durability and color
retention. Products undergo
an intensive five-step cleansing
and pretreatment process for
maximum paint adhesion.

Marine grade finish provides
superior salt, humidity and
UV protection. This coating
withstands up to 3000 hours of
continuous salt spray, comes
with a 5-year warranty and is
available in either a textured or
gloss surface.

Modifications:

Consult factory for custom or
modified designs.

**PA353 - POST ARM**

Extruded aluminum post arm for pendant fixture.

Catalog Logic

PA353 - 3 - 2 - N/A - 3 - S - 72Post Arm
StylePendant
PostNumber
of ArmsCenter
MountPole
DiameterPole
Style

Finish

Catalog Number

PA353

1

3

2

3

N/A

4

5

6

1 Arm Configuration

2 Arm Configuration

1 POST ARM ORIENTATION

3 - Pendant

3 CENTER MOUNT OPTIONS

N/A

2 NUMBER OF ARMS

1 - One Arm Configuration

2 - Two Arm Configuration

4 POLE DIAMETER

3 - 3 Inch

4 - 4 Inch

5 - 5 Inch

5 POLE STYLE

S - Smooth

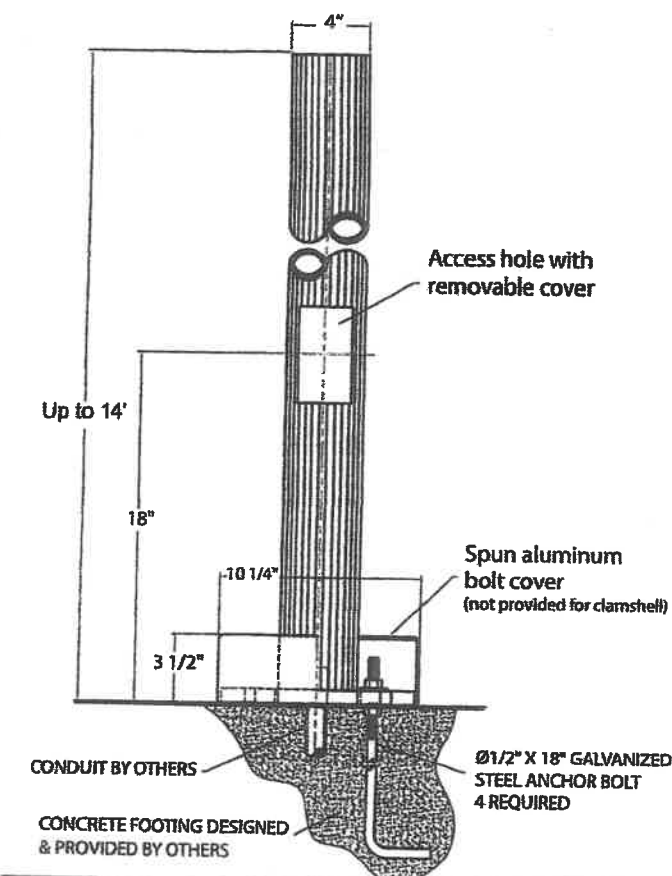
F - Fluted

6 FINISHES

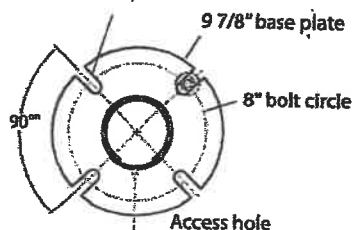
Standard Grade	Marine Grade		Standard Grade	Marine Grade	
40	NA	Raw Unfinished	53	100	Copper Clay
41	101	Black	56	109	Silver
42	102	Forest Green	61	106	Black Verde
43	114	Bright Red	70	118	Painted Chrome
44	107	White	71	105	Painted Copper
45	112	Bright Blue	72	108	Textured Black
46	123	Sunny Yellow	73	125	Matte Black
47	120	Aqua Green	76	121	Textured Architectural Bronze
49	NA	Galvanized	77	127	Textured White
50	111	Navy	78	124	Textured Silver
51	103	Architectural Bronze	10	130	Aspen Green
52	104	Patina Verde	11	131	Cantaloupe
12	133	Lilac	13	132	Putty

Project: _____
Fixture Type: _____ Quantity: _____
Customer: _____

FLUTED BOLT DOWN POLE OPTIONS			
Item Number	OD	Height	Wall
BD3F6-.125	3.00"	6'	.125
BD3F7-.125	3.00"	7'	.125
BD3F8-.125	3.00"	8'	.125
BD3F9-.125	3.00"	9'	.125
BD3F10-.125	3.00"	10'	.125
BD4F8-.188	4.00"	8'	.188
BD4F9-.188	4.00"	9'	.188
BD4F10-.188	4.00"	10'	.188
BD4F11-.188	4.00"	11'	.188
BD4F12-.188	4.00"	12'	.188
BD4F13-.188	4.00"	13'	.188
BD4F14-.188	4.00"	14'	.188



Mounting slot for Ø1/2" anchor bolt. 4 required



MOUNTING DETAIL

Various heights and fixture configurations may require a different bolt circle. Consult factory for specific bolt circle required.

Material

Aluminum pole bases and base plates shall be cast from 356 aluminum alloy. Shafts shall be extruded 6061-T6 aluminum. Available in 3" or 4" diameter. Wall thickness 0.125" or 0.188".

Mounting

Four anchor bolts provided are 1/2"x18" or 3/4"x18" depending on the pole height, fixture weight and mounting weight. Anchor bolts, nuts and washers are hot dipped galvanized steel. Spun aluminum bolt cover provided.

Access

All poles are provided with a hand access opening and cover. Hand hole cover is secured by two stainless steel machine screws. (Tamper-proof screws provided upon request) 1-1/2"Ø wireway hole provided on same side as access hole

Grounding

All poles are provided with an aluminum grounding lug integrated to inner wall of shaft, 180 degrees to hand hole. Grounding lug is drilled and tapped to accommodate 1/4-20 stainless steel machine screw.

Pole Height

Maximum pole height is 14-feet.

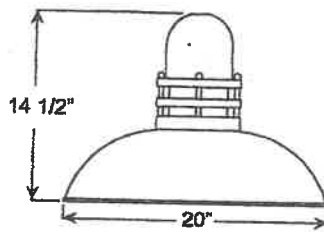
Accessories

Banner arms, ladder rests, signage, flag pole holder and GFI receptacles are optional.

Finish

A polyester powder coat high quality finish is electro-statically applied and baked at 430° for exceptional durability and color retention. Products undergo an intensive five-step cleansing and pretreatment process for maximum paint adhesion.

Marine grade finish provides superior salt, humidity, and UV protection. This coating withstands up to 3000 hours of continuous salt spray, comes with a 5-year warranty and is available in either a textured or gloss surface.



Project: _____
 Fixture Type: _____ Quantity: _____
 Customer: _____

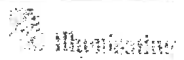
Specifications

Material:
 RLM shades are constructed of heavy duty spun aluminum. Wall back plate and ballast housing are cast aluminum. All fasteners are stainless steel. Inside of shade is reflective white finish for all colors except galvanized paint finish. Screw hardware may not match paint.

Glass:
 Includes choice of clear, frosted or prismatic glass.

Electrical:
 Medium Base Socket, 200w Maximum.

Certifications:
 Cord mounts are UL Listed for dry locations. Arm mount, stem mount and wall mount are



UL Listed for wet locations.

Finish:
 A polyester powder coat high quality finish is electro-statically applied and baked at 430° for exceptional durability and color retention. Products undergo an intensive five-step cleansing and pretreatment process for maximum paint adhesion.

Marine grade finish provides superior salt, humidity and UV protection. This coating withstands up to 3000 hours of continuous salt spray, comes with a 5-year warranty and is available in either a textured or gloss surface.

Modifications:
 Consult factory for custom or modified designs.

ORBT220

200w max Incandescent

Weight: 3.0 lbs

Catalog Logo

ORBT220 - FR - E6 - CBC - 72

RLM Style Glass Mounting Source Accessories Finish

Catalog Number

ORBT220

GLASS

Up to 100w Options

CL (Clear Glass)
 FR (Frosted Glass)
 PR (Prismatic Glass)

MOUNTING SOURCES

Arm Mounts (Cast back plate included)

E3 E4 E6 E8 E9
 E10 E11 E12 E13
 E18 E25

Wall Mounts

WM10
 WM35
 WM55
 WM318

Post Mounts

PM10
 PM20
 PM30
 PM40
 PM50
 PM319

MOUNTING SOURCES (Continued)

Cord Mounts

BLC (6' black cord with 1" x 5 3/8" canopy)
 WHC (6' white cord with 1" x 5 3/8" canopy)
 COLOR CORD: Use Color Cord designation from page 3.

Stem Mounts

1/2" (13/16" OD Rigid Stems with STC Flat Canopy)
 2ST6 2ST12 2ST18 2ST24 2ST36 2ST48
 2ST60 2ST72 2ST96
 3/4" (1" OD Rigid Stems with STC Flat Canopy)
 3ST6 3ST12 3ST18 3ST24 3ST36 3ST48
 3ST60 3ST72 3ST96

ACCESSORIES

CBC (Cast back plate Spun Alum Cover)
 GR18 (18" Wire Grill)
 PC (Button Photo Cell) Remote Only
 SC (Scroll for Arms)
 SLC (Sloped Ceiling Mount, 20" Max)
 SQ (Square Back Plate)
 SWL (Swivel)
 TBK (Turnbuckle Kit)

FINISHES

Standard Grade	Marine Grade	Standard Grade	Marine Grade
40	NA Raw Unfinished	53	100 Copper Clay
41	101 Black	56	109 Silver
42	102 Forest Green	61	106 Black Verde
43	114 Bright Red	70	118 Painted Chrome
44	107 White	71	105 Painted Copper
45	112 Bright Blue	72	108 Textured Black
46	123 Sunny Yellow	73	125 Matte Black
47	120 Aqua Green	76	121 Textured Architectural Bronze
49	NA Galvanized	77	127 Textured White
50	111 Navy	78	124 Textured Silver
51	103 Architectural Bronze	10	130 Aspen Green
52	104 Patina Verde	11	131 Cantaloupe
12	133 Lilac	13	132 Putty

Premium Grade	Marine Grade	Premium Grade	Marine Grade
81	129 Extreme Chrome	64	116 Candy Apple Red
80	117 Textured Desert Stone	65	122 Cobalt Blue
67	119 Butterscotch	82	128 Graystone
66	115 Caramel	69	113 Gunmetal Gray
58	126 Black Silver	83	134 Oil Rubbed Bronze

Consult factory for additional paint charges and availability

RESUBMITTED

FEB 26 2019

Received by _____

WARRANTY

See www.ANPlighting.com for complete fixture warranty



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 4/16/2019

Consent item: Yes

SUBJECT: (C12) Approval of Miscellaneous Accounts Receivable Write-off

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve the write-off listed on the attachment and authorize the Finance Director to adjust accounts with an effective date of April 30, 2019.

SUMMARY: The Finance Department is seeking approval to write off Miscellaneous Accounts Receivable account balance (see the attachment with specific details) with an effective date of April 30, 2019.

Project No.: Funding Account No.:

Presenter: Scott Neils

ATTACHMENTS:

1.	Bad Debt Write-off for 04-16-19 CC meeting	Bad Debt Write-off for 04-16-19 CC meeting.PDF
----	--	--

Terry Bodine
Scott Neils
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 3/29/2019
Approved - 4/2/2019
Approved - 4/4/2019
Approved - 4/4/2019
Final Approval - 4/4/2019

Proposed Miscellaneous Receivable Write-off pursuant SOP# COPO G&A 105, Section 5.4

Line #	Type	Address	Customer Number	Customer Name	Lien Date	Lien Amount	Penalties as of 02/28/19	Less Payments to Date	Total Balance Proposed for Write-Off	Reason for Write-Off
1	Miscellaneous	3900 Halifax Drive	3050	DANA GONZALES	N/A	\$1,650.00	\$0.00		\$1,650.00	Unpaid rent and late fees due from former renter at this property, Dana Gonzales, who has vacated the premises. Per Alan Rosen, charges are deemed uncollectible; request write-off permission.
								TOTAL:	\$1,650.00	

David G. Leonard ASA, LLC

533 North Nova Road, Suite 207 • Ormond Beach, FL 32174
(386) 206-8932 • (386) 310-7947

March 22, 2019

City of Port Orange
General Employees Retirement Committee
Attn: Peter Ferreira, Chairman
1000 City Center Circle
Port Orange, FL 32129

Re: City of Port Orange General Employees
Defined Benefit Retirement Plan
Our File No. FL113

Dear Pete:

We are pleased to enclose the Annual Valuation Report for the above plan as of October 1, 2018. Our report contains a review of the plan operations for the 2017-2018 plan year as well as a look forward for the 2019-2020 plan year and beyond.

The City's recommended contribution as produced by the valuation results is 23.1% of covered compensation. Due to budgetary timing restrictions, this contribution rate will be applicable to the 2019-20 fiscal year for the City and the Plan.

This recommendation recognizes continued changes in actuarial assumptions we believe are necessary to maintain the actuarial soundness of the plan. Please see the General Comments section within the report for additional information concerning the current status of the plan's funding.

Individual certificates of participation have been prepared and delivered separately from this report.

Finally, this Valuation Report was reviewed and approved by Lawrence Deustch, E.A., F.S.P.A.. A copy of Mr. Deustch's "peer review" for the 2018 Annual Valuation Report can be found following the Table of Contents page of this report.

If you have any questions or comments concerning this report, please feel free to give me a call at 386-206-8932.

Sincerely,



David G. Leonard, A.S.A.
Enrolled Actuary 17-03604

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

ACTUARIAL CERTIFICATION

We have prepared an actuarial valuation of the City of Port Orange General Employees Defined Benefit Retirement Plan as of October 1, 2018, with year-end status calculated for the fiscal year ended September 30, 2018. This certification includes this GAS-67/68 report, which reflects the provisions of the plan as disclosed in the Summary of Plan Provisions in the actuarial valuation report.

The valuation has been based on employee and plan financial data which were provided by the Plan Administrator, Plan Trustee, and various financial institutions. All information submitted to us has been reviewed for reasonableness and consistency, but has otherwise been accepted and relied upon without audit. The plan provisions and other material assumptions are disclosed as required in their respective sections. Projected improvements in mortality have been reflected in the usage of table RP-2000 projected with Scale BB. While this does not reflect the latest available tables, the use of this table conforms with standard practice as directed in the Florida Codes and is reasonable in this case based on the small sample size and immaterial differences that would arise using the RP-2014 and the latest SOA MP tables.

To the best of our knowledge, the information supplied in this report is complete and accurate. In our opinion, each actuarial assumption is reasonable (taking into account the experience of the plan and reasonable expectations) and such other assumptions, in combination, offer our best estimate of anticipated experience under the plan.

Future actuarial measurements may differ significantly from the current measurement presented in this report due to such factors as the following: plan experience differing from that anticipated; changes in economic or demographic assumptions; increases or decreases expected as part of the natural operation of the methodology used for these measurements (such as the end of an amortization period or additional cost or contribution requirements based on the plan's funded status); and changes in plan provisions or applicable law.

I, David G. Leonard, A.S.A., E.A., am a member of the Society of Actuaries and meet the Qualification Standards of the American Academy of Actuaries to render the actuarial opinion contained here



David G. Leonard, A.S.A.

Enrollment #17-03604

3/22/19
Date

 **Larry Deutsch Enterprises**
3266 Sol Vista
Fallbrook, California 92028

March 21, 2019

Peter Fereira
Chairman of the General Employees Retirement Committee
1000 City Center Circle
Port Orange, Fl 32129

Re: Peer review of the City of Port Orange General Employees Defined Benefit Retirement Plan October 1, 2018 actuarial valuation.

Dear Mr. Fereira:

I am an Enrolled Actuary, a Fellow of the American Society of Pension Professionals and Actuaries. I have been an Enrolled Actuary since 1981.

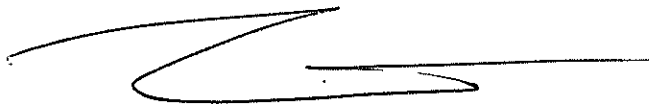
I have performed a peer review of the draft report and calculations of the City of Port Orange General Employees Defined Benefit Retirement Plan as of October 1, 2018.

Mr. Leonard and I discussed several of the assumptions and methods used in the valuation and other aspects of the report. We agreed that the assumptions and methods employed were reasonable for this valuation. Additionally, some minor changes in the presentation of the results were made pursuant to those discussions.

I performed various checks on the valuation results. My results were well within a reasonable tolerance. Therefore, I have a reasonable believe that the results of the actuarial calculations are consistent with a proper calculation, based upon the data, method and assumptions specified in the report.

I feel comfortable stating that I believe that the report accurately portrays the funded status of the plan, and further that the valuation is consistent with applicable Actuarial Standards of Practice regarding selection of assumptions and methods for valuing pension liabilities.

Sincerely,



Lawrence Deutsch

ANNUAL VALUATION REPORT
FOR
CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN
AS OF OCTOBER 1, 2018

Prepared by:
David G. Leonard, A.S.A.
March 22, 2019

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

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CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

I. HIGHLIGHTS

This section of the report summarizes the results of the October 1, 2018 actuarial valuation and provides a comparison with the results of the prior revised valuation. The development of these items for the current valuation is shown in the remaining sections of the report.

The Valuation Contribution sets the City's recommended contribution rates as a percentage of payroll for the year following the valuation year -i.e. the 2018-19 recommended rate is 21.3% based on the October 1, 2017 valuation results. The amounts shown in parenthesis represent percentages of payroll.

	Current Valuation (10/1/2018)		Prior Valuation (10/1/2017)	
1. a. Recommended Contribution	to be determined		\$735,558	(17.3%)
- dependant on total payroll in FY '2019				
2. Valuation Contribution	\$918,745	(23.1%)	\$963,760	(21.3%)
- to be used for FYE 9/30/2020				
3. Actual Contribution	-----		\$735,559	(17.3%)
4. Covered Payroll of Participants				
- All active from prior year	\$4,251,780		\$4,802,452	
- Actives on Valuation Date only	\$3,983,964		\$4,520,075	
5. Gross Normal Cost	\$1,140,454	(28.6%)	\$1,225,101	(27.1%)
6. Assets at Market Value (DB only) (including accrued contributions)	\$33,851,007		\$31,581,532	
7. Actuarial Value of Vested Accrued	Benefits - valued at 7.0%			
a. Active Participants	\$6,325,772		\$8,166,270	
b. Retired / Disabled	25,625,814		21,636,000	
c. Terminated Vested	<u>777,872</u>		<u>795,159</u>	
d. Total Value of Vested Accrued Benefits	\$32,729,458		\$30,597,429	
e. Value of Non-Vested Accrued Benefits for Active Participants	361,452		396,631	
f. Assets in Excess of Vested Benefits (5 minus 6d)	\$1,121,548		\$984,103	
8. Number of Participants				
a. Active Participants	96		114	
b. Late Retirements	4		2	
c. Retired & Disabled Participants and Beneficiaries Receiving Payments	99		86	
d. Terminated Vested Participants Not Yet Receiving Payments	16		23	
e. Total	<u>215</u>		<u>225</u>	

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

II. GENERAL COMMENTS

The October 1, 2018 valuation was prepared on a group of 100 active members, a decrease of sixteen (16) from 2017. The pre-2012 plan actives decreased by fifteen (15) to 80. The “new” plan population also lost one active member, leaving 20 actives.

The shift in emphasis in plan liabilities from actives to retired members also continued, with active members now representing only 20% of the total accrued benefits of the plan. This is an 8% decrease from last year’s report, and was expected based on an early retirement window program that lead to the significant decrease in active members mentioned above.

The October 1, 2018 valuation was prepared using a 7.0% interest assumption, with the previous three year phase in period completed. The recommended funding level for 2019-20 will be 23.1%, which is almost exactly the same level projected from our 2017 valuation (for the fully 7.0% calculation).

There were several factors that impacted the result this year, which in the end offset each other to produce the above result. Because the salary base has decreased so much, the dollar amount of the contribution should also be decreasing as the plan’s active population declines, however that is subject to actuarial experience and potential future assumption changes (see below).

The impact of the eleven active member retirements for the year was profound, as the total present value of benefits increased only slightly from year to year, yet the present value of accrued benefits increased by more than \$2,000,000. This result illustrates the value of the early retirement subsidies in the plan, as retiring members retained most of the future value of their pensions even though they are now based on shorter service, and greatly increased the accrued value of their benefits.

While the large group of early retirees probably increased the contribution percentage for the rest of the plan, the trust asset helped offset those increases through a strong performance.

The 2017-18 trust asset return was 12.5% (net of all expenses including administrative, the yield was 12.2%). This helped produce a smoothed valuation asset return of 9.3%, which created actuarial gains of over \$659,000. This in turn helped reduce the normal cost by almost \$70,000, or about 1.75% of payroll.

The deferred gains from 2016-2018 have combined to give the plan a current cushion of unrecognized gains of more than \$2.0 million. This cushion will help protect the plan this year, which has the potential to be a negative yielding period. For 2019, about \$576,000 in prior gains will be recognized, giving the plan a head start of about 182 basis points towards the assumed 7.0% return. We took the five month negative yield of 1.7%, and prorated a 7% yield for the next 7 months to the end of the fiscal year to calculate an estimated “Valuation Asset Yield” for September 30, 2019. The result was a valuation asset yield of 8.35%, and about \$400,000 of the unrecognized cushion remained going forward into the 2019-2020 plan year.

Regarding the ongoing discount rate assumption, because the plan is trending towards significant negative cash flow, your investment advisor has recommended a reduction in rate. We support such a recommendation, even if it were to be phased in over 2 or 3 years. To gauge the impact of a reduction, we ran the valuation at 6.75% and it resulted in an increase in the contribution percentage by 3.2%, to 26.25%. Unless market conditions change over the next 7 or 8 months, we would like to have the Trustees approve a change to 6.75% which would take effect with next year’s valuation.

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

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III. PLAN ASSETS

A. Summary

Beginning of Year <u>10/01/2017</u>		End of Year <u>09/30/2018</u>
\$ 984,829.20	Cash	\$ 507,325.44
176,181.82	Prepaid benefits/Refund due	204,479.15
6,381,020.86	Fixed Income Securities	6,781,814.05
14,428,971.02	Equities - HCC / Bost.	14,653,703.66
3,476,865.41	Intl. Equity Mutual Fund	3,689,831.15
4,380,078.67	Principal Real Estate Trust	5,553,656.51
3,137,419.44	Florida Muni. Inv. Trust	3,901,967.26
54,316.14	Accrued Interest	62,506.04
<u>7,520.56</u>	Accrued Dividends	<u>10,030.69</u>
 \$ 33,027,203.12	 TOTAL (Market Value)	 \$ <u>35,365,313.95</u>

RECEIPTS

Employer Contribution	\$ 735,559.33
Mandatory Employee Contributions	318,883.49
Voluntary Employee Contributions	27,378.59
Other Income - Misc. Credits	3,344.22
Investment Earnings (incl. chg. accrued)	625,985.48
Realized Gains/(Losses)	<u>1,099,599.17</u>
 TOTAL INCOME	 \$ <u>2,810,750.28</u>

DISBURSEMENTS

Benefit Payments	\$ 2,682,958.20
Investment Fees	154,650.89
Administrative Expenses	<u>76,869.02</u>
 TOTAL EXPENSES	 \$ <u>2,914,478.11</u>
 NET INCOME	 \$ <u>(103,727.83)</u>

CHANGE IN NET ASSETS

Unrealized appreciation (depreciation) in assets:	\$ 2,441,838.66
Net Income:	<u>(103,727.83)</u>
 Net increase (decrease) in net assets for the year:	 2,338,110.83
Net assets at beginning of year:	\$ <u>33,027,203.12</u>
 Net assets at end of year:	 \$ 35,365,313.95

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

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III. PLAN ASSETS (Continued)

Asset Recap as of September 30, 2018:

	<u>Cost Value</u>	<u>Market Value</u>
Cash:	507,325.44	507,325.44
Bonds:		
US Treasury Obligations	694,600.26	681,044.31
US Government Obligations	1,806,734.41	1,754,259.40
Corp. & Foreign Bonds	4,379,878.39	4,212,445.54
Municipal Obligations	<u>135,000.00</u>	<u>134,064.80</u>
Total Bonds	7,016,213.06	6,781,814.05
Equities:	10,876,542.45	14,653,703.66
International Equity Fund:	2,474,978.63	3,689,831.15
Real Estate Trust Account	3,950,000.00	5,553,656.51
Florida Municipal Inv. Trust	2,000,000.00	3,901,967.26
Prepaid Ret. Benefits+Ref. Due	204,479.15	204,479.15
Accrued Dividends:	10,030.69	10,030.69
Accrued Interest:	62,506.04	62,506.04
Trust Totals	\$27,102,075.46	\$35,365,313.95

Assets Available for Defined Benefit Plan:

Total Market Value Assets (from above)	\$35,365,313.95
Less: Defined Contribution Accts.	(56,334.15)
Voluntary Contrib. Accts.	(1,457,973.25)
Net Assets Available for Defined Benefit Plan:	\$33,851,006.55

Breakdown of Distributions from Trust Account

Defined Benefit Payments	
- Monthly Benefits to Retirees and Beneficiaries	\$2,342,404.63
- Refunds of Prior Roll-In accounts and EE Cons.	<u>215,793.24</u>
Total Payments From Defined Benefit Plan	2,558,197.87
Payments To MPP Retirees and Terminees	17,556.00
Distributions of Voluntary Accounts	<u>107,204.33</u>
Total Distributions for the September 30, 2018 P.Y.	\$2,682,958.20

DEFINED BENEFIT RETIREMENT PLAN

III. PLAN ASSETS (Continued)

B. Development of Valuation Assets (Actuarial Value of Assets)

The Actuarial Valuation of Assets is calculated by recognizing 20% of the current year's actuarial gain or loss (to the 7.00% assumed rate of return), along with recognition of prior year's gains or losses that are also being recognized 20% per year. The final Valuation Asset level is subject to a corridor of 80% to 120% of the Market Value.

The prior smoothed actuarial asset valuation method was changed for the October 1, 2015 valuation, using the initial unrecognized gains from October 1, 2014 as the only prior base in place.

This method was then modified slightly for 2016 to anticipate Market Value yield at the assumed rate, rather than Expected Valuation Asset Value yield. Please see following page for additional detail.

The following illustrates the calculation of the Actuarial Value of Assets for October 1, 2018:

1. Assumed market value yield at valuation rate*	\$2,158,076
2. Actual MV Yield for September 30, 2018 **	3,773,230
3. Current Year (Gain)/Loss on Market value yield* (1) - (2)	(1,615,154)
4. Portion of Curr. Yr. (Gn)Loss to be Recog, in 2018 (3) x 20%	(323,031)
5. Portion of Current Years (Gain)/Loss Not Recognized in 2018	(1,292,123)
6. Prior Unrec. (Gains)/ losses - September 30, 2018 - see next page	(937,761)
7. Total Unrecognized (Gains)/Losses (5) + (6)	(2,229,884)
8. Market Value of Trust Assets as of September 30, 2018	33,851,007
9. Preliminary Actuarial Value of Assets - September 30, 2018 (7)+(8)	\$31,621,123
10. (a) 80% corridor of Market Value	27,080,805
(b) 120% corridor of Market Value	40,621,208
11. Final Actuarial Value of Assets - September 30, 2018	\$31,621,123

The Preliminary Actuarial Value of Assets is 93.4% of the Market Value, and thus falls within the 80% to 120% corridor of actual September 30, 2018 Market Value.

The yield on Valuation Assets for the 2017-2018 Plan Year was 9.23%.

* Assumed income is calculated based on a weighted balance which takes into account the date that the contributions and distributions are made to the fund.

** All items shown exclude the Money Purchase Plan assets. There were no receivable contributions as of the end of the fiscal year.

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

III. PLAN ASSETS (Continued)

C. VALUATION ASSET CALCULATION DETAILED BACK-UP

Smoothed Valuation Asset Calculation

	Transition Year <u>10/01/2014</u>	<u>09/30/2015</u>	<u>09/30/2016</u>	<u>09/30/2017</u>	<u>09/30/2018</u>	<u>09/30/2019</u>
Actuarial Value of Assets	\$26,826,123					
Market Value of Assets	27,474,544	27,330,202	29,289,164	31,581,532	33,851,007	
Unrecognized (G)/L	(648,421)					
Recognized in Year (for 9/30/15)	129,684					
Expected Earnings at Market Value (7.50%/7.00%)*		2,030,519	2,021,026	2,012,454	2,158,076	
Actual Earnings MV		583,610	2,725,333	3,372,013	3,773,230	
Actuarial (Gain)/Loss on MV		1,446,909	(704,307)	(1,359,559)	(1,615,154)	
Recognition of current years (Gain)/Loss		(289,382)	140,861	271,912	323,031	

Anticipated Unrecognized (Gain)/Loss for Future Years

	<u>09/30/2015</u>	<u>09/30/2016</u>	<u>09/30/2017</u>	<u>09/30/2018</u>	<u>09/30/2019</u>
Remaining Unrecognized (G)/L - 10/1/14 Trans.	(518,737)	(389,053)	(259,368)	(129,684)	0
Remaining Unrecognized (G)/L - 9/30/15 (G)/L	1,157,528	868,146	578,764	289,382	0
Remaining Unrecognized (G)/L - 9/30/16 (G)/L		(563,446)	(422,584)	(281,723)	(140,861)
Remaining Unrecognized (G)/L - 9/30/17 (G)/L			(1,087,647)	(815,735)	(543,824)
Remaining Unrecognized (G)/L - 9/30/18 (G)/L				(1,292,123)	(969,092)
Remaining Unrecognized (G)/L - 9/30/19 (G)/L					0
Total Unrecognized (Gains)/Losses	638,791	(84,353)	(1,190,836)	(2,229,884)	(1,653,777)
Market Value of Assets - EOY	27,330,202	29,289,164	31,581,532	33,851,007	
Total Unrecognized (Gain)/Loss	638,791	(84,353)	(1,190,836)	(2,229,884)	
Actuarial Value of Assets - EOY	\$27,968,993	\$29,204,812	\$30,390,696	\$31,621,123	

* Calculated using weighted contributions - ER by date, EE at 50%, Distrib at 50%. 7% first assumed for 9/30/17.

Note: 9/30/15 Valuation Assets shown above based on the new method and do not equal the Valuation Assets used for October 1, 2015 Valuation Report.
9/30/2020 and 9/30/2021 not shown - (917,973) and (323,031) unrecognized at those dates, respectively.

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

IV. RESULTS OF THE ACTUARIAL VALUATION AS OF OCTOBER 1, 2018

& RECOMMENDED CONTRIBUTION

Based on the participants and salaries reported on the Employee Status Report in Section IX of this report, the following calculations develop the Recommended Contribution Percentage for the plan for the Fiscal Year 2019-20. The Aggregate Funding Method is being used for these calculations. The actuarial assumptions employed in the calculations are shown in Appendix B.

	7.0% - 2018	7.0% - 2017
1. Present Value of Benefits:		
a. Active Participants	\$16,011,806	\$19,235,660
b. Retired	25,625,814	22,269,789
c. Terminated Vested/Refunds Due	<u>777,872</u>	<u>842,635</u>
Total Present Value of Benefits - 10/01/2018	\$42,415,492	\$42,348,084
2. Assets - October 1, 2018 (Smoothed Valuation Basis):	\$31,621,123	\$30,390,696
3. Present Value of Future Normal Costs (1. minus 2.):	\$10,794,369	\$11,957,388
4. Present Value of Future Covered Payroll:	\$37,708,110	\$41,376,452
5. Normal Cost Percentage (3. divided by 4.):	28.63%	28.90%
6. Covered Annual Payroll:	\$3,983,964	\$4,520,075
7. Normal Cost (5. times 6.):	\$1,140,454	\$1,306,257
8. Expected Employee Contributions (7.5% x 6. incr. by 4%):	\$310,749	\$352,566
9. Expected Administrative Expenses:	\$60,000	\$60,000
10. Interest (Interest rate divided by 2. on net Employer Cost):	\$29,040	\$33,379
11. Net Employer Contribution (7. minus 8. plus 9. plus 10.)	\$918,745	\$1,047,071
Contribution percentage:	23.06%	23.16%

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

V. ANNUAL VALUATION - OCTOBER 1, 2018

GASB Statement 67 and FASB
Statement 35/36 Information

I. PENSION BENEFIT OBLIGATION (Accd. Liability) - GAS-67

a. Retirees/Benefic./Terminated	\$26,403,686
b. Current Employees	
i. EE Contr. & Intr.	3,464,533
ii. ER Financed Vested	7,383,511
iii. ER Financed Non-Vested	770,396
iv. Current Employees total	<u>11,618,440</u>
c. TOTALS (a. + b.iv)	38,022,126
d. ASSETS - Market Value	33,851,007
e. FUNDED RATIO (10/1/2018)	89.03%
f. FUNDED RATIO (10/1/2017)	84.13%

*Note: Above calculations have been based on Entry Age
Accrued Liability Per GAS-67. Please see full GAS report.
- Based on 7.0% Interest - RP-2000/Proj. BB Mortality*

II. PRESENT VALUE OF ACCRUED BENEFITS (PVAB) (FAS-35)

a. Retirees/Benefic./Terminated	\$26,403,686
b. Current Employees	
i. EE Contr. & Intr.	3,464,533
ii. ER Financed Vested	2,861,240
iii. ER Financed Non-Vested*	361,452
iv. Current Employees total	<u>6,687,224</u>
c. TOTALS (a. + b.iv)	33,090,910
d. ASSETS - Market Value	33,851,007
e. FUNDED RATIO (10/1/2018)	102.30%
f. FUNDED RATIO (10/1/2017)	101.90%

* Breakdown of Non-Vested PVAB:

- Basic Benefit	\$37,227
- Supl. Benefit	324,225

*- Based on 7.0% Interest - 2018 M/F Post Retirement Mortality for
Actives and GASB Assumptions for Retirees and Vested Terminated.*

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT PENSION PLAN

VI. CURRENT YEAR MEMBERSHIP SUMMARY

	Active		Total Actives	Vested Term	Due Refund	Retired	Total
	Old Plan	New plan					
Count as of 10/1/2017	95	21	116	12	8	86	222
New Entrants	-	-	-	-	-	-	-
Rehired	-	-	-	-	-	-	-
NVT-not pd	-	-	-	-	-	-	-
VT-not pd	-	-	-	-	-	-	-
Retirement	(11)	-	(11)	(1)	-	12	-
Death*	(1)	-	(1)	-	-	1	-
Benefits Cease	-	-	-	-	-	-	-
Refund paid (VT/NVT)	(3)	(1)	(4)	-	(3)	-	(7)
Net Change	(15)	(1)	(16)	(1)	(3)	13	(7)
Count as of 10/1/2018	80	20	100	11	5	99	215

* (Deaths do not include decrease if certain pd. or survivor benefit in pay status)

Active Data Statistics

	October 1, 2018	October 1, 2017
Old Plan		
Count	80	95
Average Age	51.7	51.7
Average Service	15.7	16.0
New Plan		
Count	20	21
Average Age	46.5	46.1
Average Service	3.0	1.9
Total Actives		
Count	100	116
Average Age	50.7	50.7
Average Service	13.1	13.5

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

VII. HISTORICAL INFORMATION

Plan Year Beginning	Participants			Prior Year's Compensation*	Present Val. of Projected Benefits	Market Val. Assets+	Estimated Rec. Employer Contribution	(**)	Actual Contribution
	Act.	- Ret	- Tm.						
10/01/2003	182	0	0	6,246,033	22,424,281	8,394,944	686,325	(10.99%)	752,491
10/01/2008	187	30	14	7,275,289	36,406,576	15,617,889	1,291,191	(17.75%)	1,199,567
10/01/2009	186	32	16	7,599,335	36,178,600	16,608,447	1,021,870	(13.45%)	1,005,433
10/01/2010	184	39	12	7,320,768	35,183,356	18,666,356	782,046	(10.68%)	992,875
10/01/2011	171	50	13	6,768,699	35,015,658	18,446,045	779,345	(11.51%)	912,160
10/01/2012	166	51	15	6,507,751	35,596,456	21,929,057	753,666	(11.58%)	936,378
10/01/2013	142	66	20	5,495,483	35,975,969	25,412,531	695,221	(12.65%)	702,741
10/01/2014	131	71	23	5,170,450	37,913,315	27,474,544	673,138	(13.02%)	673,300
10/01/2015	132	77	24	5,086,853	38,700,514	27,330,202	819,964	(16.12%)	880,209
10/01/2016	126	85	23	4,771,266	38,611,237	29,289,164	744,380	(15.60%)	794,333
10/01/2017	116	86	20	4,520,075	39,816,837	31,581,532	781,946	(17.30%)	735,559
10/01/2018	100	99	15	3,983,964	42,415,492	33,851,007	849,452	(21.32%)	-----

NOTE: VALUES PRIOR TO 10/01/2005 WERE PREPARED BY PRIOR ACTUARY

* Compensation shown is actual for the fiscal year preceeding the valuation date for active members only. Current year recommended contribution based on Compensation and recommended contrib. rate. Comp. for Members who terminated or retired in the prior 12 months are not included in this total.

+ Assets are Defined Benefit Plan only.

** Figures in parenthesis are Recommended Contribution as a percentage of prior year's compensation.

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

IX. RETIREMENT STATUS

A. ACTIVE PARTICIPANTS ELIGIBLE TO RETIRE WITHIN THE NEXT FIVE YEARS

<u>Name</u>	<u>Normal Retire. Date*</u>	<u>Early Retire. Date*</u>	<u>Projected Benefit</u>	<u>Accrued Benefit</u>
<i>- Eligible for Normal Retirement within 5 years.</i>		<i>(benefits do not include Supplemental)</i>		
PEARSON, DEBORAH J	10/01/2018	10/01/2018	\$1,798.18	\$1,798.18
REED, BARBARA J	10/01/2018	10/01/2018	836.48	836.48
SCHARF, MICHAEL J	10/01/2018	10/01/2018	1,686.89	1,686.89
MICHAELS, HAROLD R	10/01/2018	10/01/2018	868.91	868.91
JOHNSON, LINDA D	09/01/2019	10/01/2018	1,861.87	1,781.78
+ MATASSA, ROBERT T	03/01/2021	10/01/2018	2,652.99	2,391.12
LE CLAIR, ROBERT G	11/01/2021	10/01/2018	663.97	512.67
SMITH, RICHARD W	04/01/2022	10/01/2018	932.37	726.48
BROWN, DOUGLAS G	07/01/2022	10/01/2018	831.89	603.60
SALERNO, PAUL	07/01/2022	10/01/2018	3,137.35	2,573.85
HENDRIETH, IZELL A	08/01/2022	10/01/2018	617.06	377.16
HUPF, DEBORAH K	08/01/2022	10/01/2018	1,033.33	632.04
PISKURA, JAMES	08/01/2022	11/30/2019	532.01	361.40
LEONG, VINSON P	02/01/2023	10/01/2018	1,309.47	1,039.98
GREEN, JOHNNIE M	10/01/2023	10/01/2018	1,911.17	1,259.19
<i>- Eligible for Immediate Early Retirement with 25 years of service (under age 60)</i>				
+ CAMACHO, RIGOBERTO L	04/01/2024	10/01/2017	2,247.97	1,880.65
+ COCKCROFT, KYNAH R	12/01/2027	10/01/2017	3,107.66	2,269.40
+ FERGUSON, BRUCE A	09/01/2028	10/01/2017	4,231.96	3,029.46
+ DRIVER, STEPHEN P	07/01/2028	10/01/2017	3,612.89	2,651.37

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

IX. RETIREMENT STATUS (Con't)

A. ACTIVE PARTICIPANTS ELIGIBLE TO RETIRE WITHIN THE NEXT FIVE YEARS

- Eligible for Early Retirement with 25 years of service within 2 years.

+ Scott Allman + Derrick Williams + Rick Wilson
* Jeffrey Guenther

+ Has already attained 25 years of service.

* Currently eligible for Early Retirement with less than 25 years of service.

- Others Eligible for Immediate Early Retirement (less than 25 yrs, no supplemental benefit)

Campbell, Catherine	Hood, Lewis J	Meadows, Richard
Frazier, Robert A	Kalisiak, Iwona M	Pollante, Lisa
Gunnlaugsson, Julie	Lanni, Deborah M	Sites, Carl
Hall, John	Madorma, Michael	Vanthoff, David

B. TERMINATED/INACTIVE with REFUNDS of CONTRIBUTIONS DUE

<u>Name</u>	<u>Termination Date</u>	<u>Refund Due</u>
William Farley	10/14/2004	858.50
David Ferguson	05/11/2007	2,442.25
William McCord	03/21/2014	22,155.26
Lee McFarland	08/28/2008	58.85
Jeffrey Starr	11/05/2004	556.24
Totals		\$26,071.10
Additional second payments due:		<u>161.84</u>
Grand Total:		\$26,232.94

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

IX. RETIREMENT STATUS (Cont.)

C. Terminated Participants Eligible For Future Benefits

<u>Name</u>	<u>Termination Date</u>	<u>Normal Retirement Date</u>	<u>Monthly Benefit at NRD</u>	<u>Present Value ** of Benefits (October 1, 2018)</u>
J. Dombrowski	01/02/2013	07/01/2029	121.38	12,979 +
K. Donahue	09/07/2016	04/01/2032	1,968.11	106,336
D. Foster	06/14/2013	09/01/2035	908.31	43,730 +
R. Jacquish	02/17/2006	02/01/2029	476.78	32,526
M. Kronenberg	06/08/2007	12/01/2026	976.10	75,812
K. Leuzinger*	08/05/2016	09/01/2026	1,749.44	130,614
K. Mouyard	04/05/2006	10/01/2026	189.53	14,150
R. Smith*	03/08/2013	01/01/2028	2,788.24	195,047
D. Thames*	10/23/2013	02/01/2024	1,026.98	97,342
D. Trainor	02/18/2015	09/01/2027	446.02	32,436
F. Yacek	09/30/2013	10/01/2020	94.01	10,667 +
				\$751,639

* *Eligible for immediate early retirement.*

** *Using RP-2000 mortality tables with projection Scale BB and 7.0% interest.*

+ *Employee contributions greater than actuarial present value of accrued benefit.*

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

IX. RETIREMENT STATUS (Cont.)

D. Retired and Disabled Participants Receiving Monthly Benefits

<u>Retired (and beneficiaries)</u>		Actual			Present Value*
<u>Name</u>	<u>Age</u>	<u>Retirement Date</u>	<u>Optional Form</u>	<u>Monthly Pension</u>	<u>of Benefits (October 1, 2018)</u>
BARNES, BILLY C	61	10/01/2016	Life	\$3,368.98	457,357
BARNHART, ELIZ.	63	01/01/2013	Life	3,758.64	511,543
BECKMAN, BRUCE	67	01/01/2018	Life	4,380.36	527,731
BIZUB, JOSEPH P	65	05/01/2017	Life	575.71	72,500
BLACKKEY, WILLIAM	69	08/01/2011	100% J&S	492.27	69,854
BLIVEN, THOMAS (ben)	N/A	10/01/2011	10 Yr. Only	1,184.26	43,145
BOWEY, JANET	76	03/01/2011	Life	169.24	17,000
BREAKS, ROBERT	76	07/01/2008	Life	708.87	64,610
CADY, ANNA	64	01/01/2011	10 C&L	2,808.30	376,768
CERIBELLI, BETTY G	74	04/01/2016	Life	1,130.74	120,288
CHAMBERLAIN, KATHLEE	67	12/01/2014	Life	803.75	101,563
CONFORTI, JAMES	75	04/01/2014	100% J&S	611.91	78,029
COOPER, WALTER	70	09/01/2013	Life	1,453.46	161,508
CULPEPPER, DEBORAH L	62	01/01/2018	Life	2,281.32	315,616
DALY, JAMES	45	10/01/2034	Life	518.86	83,633
DAY, ROBERT	67	10/16/2012	100% J&S	2,633.89	372,391
DE SOUSA, JOAQUIN	61	03/01/2017	Life	2,602.18	353,260
DEARBORN, DENNIS	75	07/01/2008	Life	1,409.73	133,376
DYER, JEFFREY J	63	06/01/2017	100% J&S	719.05	106,533
ELLIS, bene of RUBIN	79	07/01/2004	Life	893.52	80,947
FINDLEY, CINDY (ben)	58	10/01/2005	Life	423.80	60,156
FOSTER, JAMES	75	04/01/2011	Life	4,032.48	381,518
FRANKLIN, JAMES	67	07/01/2013	50% J&S	3,805.31	506,813
FUHRMAN, FRANK	72	05/01/2013	Life	3,320.02	349,077
GENO, WILLIAM J	59	02/01/2018	100% J&S	1,064.77	165,111
GLOR, CHAPMAN K	57	01/01/2018	Life	3,094.42	445,318
GRABOWSKI, DEBBIE G	63	01/01/2018	Life	2,313.41	315,415
GRIFFITH, FRED W	61	09/01/2015	Life	4,543.01	615,460
GRIMM, SANDRA	80	01/01/2004	10 C&L	1,428.58	124,076
GROOM, REBECCA	68	10/01/2010	100% J&S	2,457.09	334,798

* Using Rp-2000 Mortality with Scale BB Projection, and 7.0% interest.

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

IX. RETIREMENT STATUS (Cont.)

D. Retired and Disabled Participants Receiving Monthly Benefits

<u>Retired (and beneficiaries)</u>		Actual	Optional	Monthly	Present Value*
<u>Name</u>	<u>Age</u>	<u>Retirement Date</u>	<u>Form</u>	<u>Pension</u>	<u>of Benefits (October 1, 2018)</u>
GROOM, WILLIAM	70	01/01/2008	100% J&S	\$2,253.96	\$300,866
GURNEE, STELLA	64	08/01/2014	75% J&S	1,321.01	190,652
HACKER, LEE ANN (benV)	46	11/01/2010	Life	395.50	64,329
HAMMONS, ELIZABETH	72	02/01/2013	Life	1,596.60	179,496
HILL, DANIEL T	68	04/01/2016	100% J&S	2,219.23	294,664
HOPKINS-PEACE, KRYS.	64	09/01/2013	10 C&L	1,586.62	213,715
HUNTT, STEVEN	68	10/01/2010	100% J&S	2,793.36	395,629
KELLY, SHIRLEY	71	10/01/2010	Life	3,469.66	400,240
KINCAID, KATHRYN	80	10/01/2008	10 C&L	1,377.13	119,607
KLIMEK, FRANK	80	05/01/2004	10 C&L	1,802.47	138,726
KOCH, MIKE	65	03/01/2013	50% J&S	3,530.36	497,122
KOSUTA, CHRIS	60	11/01/2013	50% J&S	1,851.28	267,176
KUCERA, CHRISTOPHER	68	02/01/2016	Life	3,239.20	379,681
KUSHMAUL, ROGER N	67	04/01/2017	Life	456.29	54,803
LAVENDER, ROBERT L	62	01/01/2018	Life	2,629.79	350,110
LEFTWICH, GLENDA	73	01/01/2011	10 C&L	1,033.35	113,380
LEVINE, STEVEN	60	06/01/2013	100% J&S	2,579.16	401,224
LOCKABY, PAUL M	58	08/01/2018	Life	2,489.25	353,335
MACDUFFIE, RAY	72	09/01/2011	Life	625.21	65,475
MAY, ROGER (bene. Ra	65	03/01/2011	Life	775.98	97,453
MC CURRY, DENNIS	64	07/01/2011	Life	2,517.57	323,565
MC NULTY, JOHN	75	07/01/2008	50% J&S	980.89	101,305
MILHOLEN, ELLEN	68	10/01/2008	10 C&L	3,050.53	378,342
MILLER, CARMEN L	63	01/01/2018	Life	1,313.64	178,784
MILLER, LEE C	72	08/01/2015	100% J&S	505.28	67,666
MONNING, WILLIAM (be	79	10/01/2007	Life	1,445.22	117,041
NORRIS, GARY (bene)	77	09/01/2008	Life	2,155.45	208,804
ODDIE, WILLIAM	70	04/01/2014	Life	2,726.69	304,087
PALMER, ROBERTA	74	10/01/2010	Life	3,673.00	391,966
PARKER, KENNETH	72	10/01/2012	100% J&S	5,508.77	669,318

* Using Rp-2000 Mortality with Scale BB Projection, and 7.0% interest.

Note: Monthly Amounts include Supplemental Retirement Benefits where applicable.
The Supplemental benefits are Life Only (thus not subject to selected option shown).

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

IX. RETIREMENT STATUS (Cont.)

D. Retired and Disabled Participants Receiving Monthly Benefits

<u>Retired (and beneficiaries)</u>		Actual	Optional	Monthly	Present Value*
<u>Name</u>	<u>Age</u>	<u>Date</u>	<u>Form</u>	<u>Pension</u>	<u>of Benefits</u> <u>(October 1, 2018)</u>
PARKER, MARY E	63	01/01/2018	Life	\$2,449.66	\$333,992
PARSONS, JANICE	67	10/01/2011	100% J&S	3,909.02	547,397
PEACE, MICHAEL	60	09/01/2013	50% J&S	3,140.90	454,059
PIKE, WARREN	59	02/01/2015	10 C&L	3,721.69	524,353
POTTS, WILFORD	79	10/01/2008	Life	1,040.28	83,792
REDFIELD, ROSEMARY	68	01/01/2013	10 C&L	593.38	73,962
RILEY, PAUL E	61	11/01/2015	Life	3,116.61	423,097
ROBERTS, VERONICA	72	02/01/2007	Life	1,015.38	114,153
ROREM, STEVEN	69	08/01/2014	Life	1,648.52	188,280
SCHULZ, SHARI- bene	62	02/01/2006	Life	739.04	98,390
SHEFFIELD, HENRICA	68	11/01/2013	Life	2,288.10	283,115
SHELLEY, JOHN	61	02/01/2013	75% J&S	4,595.68	682,794
SHERIDAN, LINDA	65	07/01/2008	10 C&L	2,173.28	285,528
SHEWARD, THOMAS	66	10/01/2008	10 C&L	2,202.38	270,650
SHROYER, TERRY	68	12/01/2005	100% J&S	1,203.68	160,375
SIMMONS, THOMAS	71	10/01/2010	Life	2,507.28	270,695
SKEENS, SANDRA (benR	68	07/01/2008	Life	1,763.20	206,672
SOLANA, ROBERT W	63	12/01/2016	100% J&S	2,884.50	434,762
STEFANICK, MICHAEL	68	12/01/2015	Life	56.07	6,572
STEINEBACH, DONNA	58	08/01/2015	50% J&S	4,907.78	739,082
STUHR, DONALD	72	06/01/2013	100% J&S	1,249.53	159,515
SUTTON, ROBERT	72	05/01/2013	Life	596.47	62,465
THOMAS, MITCHELL A	57	04/01/2017	Life	2,621.57	377,270
TOWEY, RICHARD	69	04/01/2016	75% J&S	3,563.43	466,232
TREON, SHIRLEY	61	02/01/2013	Life	2,416.28	339,513
TROUTMAN, THOMAS C	68	07/01/2016	Life	3,665.25	429,620
TURNER, LARRY	68	10/01/2008	Life	1,463.71	171,568
VAN ARSDALE, WAYNE	72	02/01/2010	Life	491.09	51,635
WALKER, GLEN	72	10/01/2007	10 C&L	3,477.10	364,136
WALKER, RUSSELL	67	05/01/2014	100% J&S	518.96	73,448

* Using Rp-2000 Mortality with Scale BB Projection, and 7.0% interest.

Note: Monthly Amounts include Supplemental Retirement Benefits where applicable.
The Supplemental benefits are Life Only (thus not subject to selected option shown).

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

IX. RETIREMENT STATUS (Cont.)

D. Retired and Disabled Participants Receiving Monthly Benefits

<u>Retired (and beneficiaries)</u>		Actual	Optional	Monthly	Present Value*
<u>Name</u>	<u>Age</u>	<u>Retirement Date</u>	<u>Form</u>	<u>Pension</u>	<u>of Benefits (October 1, 2018)</u>
WILSON, JUDITH	74	10/01/2009	Life	2,506.31	266,620
WILSON, STEPHEN(bene	66	08/01/2015	Life	157.09	20,250
WOLF, KENNETH R	60	10/01/2016	Life	2,480.26	341,594
WOLF, STEVEN	62	07/01/2011	Life	2,679.15	356,682
YOUNG, LORI A	56	01/01/2018	Life	991.88	148,742
ZUBER, NANCY D	58	01/01/2018	Life	3,125.07	458,287
ZUBER, THOMAS M	63	12/01/2017	Life	643.14	84,061
ZURAWSKI, MARCEDA	66	02/01/2015	Life	1,455.77	188,056
<u>Disabled</u>					
TAYLOR, GERALD (dis)	73	08/01/2004	10 C&L	1,187.68	120,444
Totals				\$202,136.55	\$25,625,814

* Using Rp-2000 Mortality with Scale BB Projection, and 7.0% interest.

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

APPENDIX A

PENSION TRUST SUMMARY

PLAN SPONSOR: CITY OF PORT ORANGE
TRUSTEE(S): SALEM TRUST
EFFECTIVE DATE: OCTOBER 1, 2003 (Restated as Defined Benefit)
ANNIVERSARY DATE: OCTOBER 1 OF EACH YEAR

DEFINITIONS

Compensation: Basic annual income excluding overtime, commissions and bonuses, but including all tax deferred or tax exempt items of compensation.

The normal retirement benefit shall be determined based on average compensation over the highest five consecutive years within the final ten years prior to retirement or termination. ("Modified" benefit participants are averaged over the highest consecutive eight years – see below regarding who is a Modified benefit participant.)

Accrued Benefit: The normal retirement benefit based on completed years of Credited Service at the time of the calculation.

Credited Service: Service as measured in full years and completed months from date of employment to date of retirement or termination.

Retirement Dates:

- Normal:** A participant shall retire on the first day of the month coinciding with or next following his 65th birthday or 10th year of service, whichever is later.
- Early:** A participant who has attained age 55 and completed 10 years of credited service may elect to retire before his normal retirement date.
- Disability:** Any participant who becomes totally and permanently disabled shall be entitled to monthly payments.

Eligibility: An employee who is not age 60 as of his Date of Employment shall be eligible to participate in the plan on that date. Effective 10/01/2010, new non-union (civil service) employees are not eligible to participate in this plan. New Participants after January 1, 2012 will earn benefits under new "Modified" provisions, which are specified below.

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

PENSION TRUST SUMMARY (Continued)

Normal Retirement Benefit:

Participants Hired Prior to January 1, 2012

- (1) Upon retirement, a participant shall be entitled to a monthly pension equal to 2.00% (2.12% for years up to 9/30/09) of his average monthly compensation for each year of Credited Service at his normal retirement date. The Normal Form of benefit is Life Only.

Plus

- (2) a Supplemental Benefit equal to \$16 per year of Service completed prior to September 30, 2009.

Participants Hired After January 1, 2012 (Modified Normal Retirement Benefit)

Upon retirement, a participant shall be entitled to a monthly pension equal to 1.60% of his average monthly compensation for each year of Credited Service at his normal retirement date. The Normal Form of benefit is Life Only.

Early Retirement Benefit:

Upon retirement at his early retirement date, a participant shall receive his accrued benefit reduced 1/4 of 1% for each month by which his commencement of benefits precedes his normal retirement date.

A Participant with 25 or 30 years of Service at his Early Retirement is guaranteed a monthly benefit equal to an unreduced benefit based on their 25 years of service (or 30 year, if applicable) benefit credits.

This benefit is in addition to his Supplemental Retirement Benefit, which is subject to the standard Early Retirement reduction factors. Early retirees must complete at least 25 years of Service to be eligible for the Supplemental Benefit.

Modified Early Retirement Benefit:

In addition to the standard early retirement reductions listed above, a Participant under the Modified benefit structure with 33 or more years of Service at his Early Retirement is entitled to receive his accrued benefit unreduced for Early Retirement.

The 25 and 30 year guaranteed benefits do not apply in the case of the Modified benefit structure.

Disability Benefits:

Different disability benefit levels are provided based on years of service and whether the disability was suffered in the line of duty.

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

PENSION TRUST SUMMARY (Continued)

Deferred
Retirement
Benefit:

A participant who remains in the employment of the City after his normal retirement date shall receive the greater of the normal retirement benefit actuarially increased to his date of retirement, or the benefit based on the normal retirement benefit formula reflecting final average annual salary and service at actual retirement date

Actuarial Equivalence is determined using the 1983 Group Annuity Table (Male), post retirement only, and 8% interest.

Death Benefits:

For Active Employees Prior to Retirement: The named beneficiary of a deceased participant will receive a monthly annuity payable for life with 10 years certain. The amount will be determined equal to the participant's actuarial present value of his accrued benefit, with a minimum of 2 times his salary and a maximum of 100 times his anticipated normal retirement benefit.

For Terminated Participants Eligible for Future Benefits Prior to Retirement: The named beneficiary of a deceased participant will receive a monthly annuity payable for life with 10 years certain. The amount will be determined equal to the participant's actuarial present value of his accrued benefit.

Employee Contrib.:

Employees are required to contribute 7.5% of basic salary (eff. 10/5/09)

Vesting:

A participant shall have a right to his accrued benefit as follows:

<u>Years of Serv.</u>	<u>Vesting</u>	<u>Years of Serv.</u>	<u>Vesting</u>
Less than 5 yrs.	0%	8 years	70%
5 years	25%	9 years	85%
6 years	40%	10 years	100%
7 years	55%		

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

APPENDIX B

ACTUARIAL ASSUMPTIONS

FUNDING METHOD

Aggregate Actuarial Cost Method – A net normal cost is developed by subtracting the Valuation Assets from the PV of Future Benefits, and multiplying that by the ratio of current salaries to the present value of future salaries. The expected employee contributions are subtracted from this amount, and it is adjusted for interest.

This method is designed to adequately fund the plan over a long term basis by providing a consistent percentage of active salary as the Actuarially Determined Contribution. In the event that the plan population is reduced such that the Aggregate Method is unsuitable for the plan, it is anticipated that the funding method would be changed to the Entry Age Normal method, with a maximum of 10 year amortization of the initial unfunded accrued liability.

Valuation Assets – Smoothed with 5 year recognition of actuarial gains and losses. The method was modified as of 2015 to amortize each year's gain or loss over a closed five year period, rather than on a rolling aggregate basis. This was done to conform the method with ERISA requirements.

INTEREST ASSUMPTION – Funding and FAS-35

Pre-Retirement: 7.0% Compounded Annually

Post-Retirement: 7.0% Compounded Annually

MORTALITY ASSUMPTION – Post Retirement Only

For Funding and FAS-35: RP-2000 Mortality Tables Projected by Scale BB

TURNOVER - None assumed

SALARY SCALE - Salaries are assumed to increase at 4% per year, to the extent limited by law

EARLY RETIREMENT

Participants are assumed to retire early according to the following table(s):

<u>Age</u>	<u>Rate of Retirement</u>	<u>Age</u>	<u>Rate of Retirement</u>	<u>With 25+ Service</u>	<u>Additional Rate of Retirement</u>
55	5%	60	5%	25 yrs.	20%
56	3%	61	5%	26-29 yrs.	10%
57	3%	62	20%	30 yrs.	20%
58	3%	63	20%	31+ yrs.	10%
59	3%	64	5%		

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

APPENDIX C - EMPLOYEE STATUS REPORT
FOR PLAN YEAR BEGINNING OCTOBER 1, 2018

NAME	SEX	ATT AGE	YRS TO RETIRE	ANNUAL SALARY	-----DATES-----				STATUS
					BIRTH	EMPLOY	PARTIC	RETIRE	
ALLMAN, SCOTT	M	53	12	\$55,494	5/27/1965	1/7/1985	10/1/2003	6/1/2030	ACTIVE
BALDWIN, ANDREW R	M	54	11	32,520	7/11/1964	9/24/2007	9/24/2007	8/1/2029	ACTIVE
BONIN, AMANDA L	F	32	33	39,601	4/13/1986	12/18/2006	12/18/2006	5/1/2051	ACTIVE
BROWN, DOUGLAS G	M	61	4	30,970	6/14/1957	5/22/2006	5/22/2006	7/1/2022	ACTIVE
BRYANT, ROBERT S	M	44	21	36,134	6/7/1974	9/13/2004	9/13/2004	7/1/2039	ACTIVE
CAMACHO, RIGOBERTO L	M	60	6	41,648	3/5/1959	7/13/1992	10/1/2003	4/1/2024	ACTIVE
CAMPBELL, CATHERINE	F	58	7	32,334	8/6/1960	3/10/2003	10/1/2003	9/1/2025	ACTIVE
CARRIZALES, HEATHER	F	42	23	57,373	11/1/1976	2/4/2008	2/4/2008	12/1/2041	ACTIVE
CLOER, CHARLES S	M	50	15	29,065	2/11/1969	5/9/2011	5/9/2011	3/1/2034	ACTIVE
COCKCROFT, KYNAH R	F	56	9	50,648	11/29/1962	12/2/1991	10/1/2003	12/1/2027	ACTIVE
CONLEY, DENNIS	M	52	13	38,925	1/31/1967	10/3/2011	10/3/2011	2/1/2032	ACTIVE
CROMIE, MICHAEL C	M	51	14	44,617	5/21/1967	5/15/2000	10/1/2003	6/1/2032	ACTIVE
DESAULNIERS, CHRIS R	M	48	17	32,806	4/30/1970	11/11/2002	10/1/2003	5/1/2035	ACTIVE
DESSOYE, DERICK J	M	38	27	32,867	1/4/1981	3/31/2003	10/1/2003	2/1/2046	ACTIVE
DIXON, TRAVIS S	M	44	21	43,151	1/11/1975	12/4/2000	10/1/2003	2/1/2040	ACTIVE
DOUD, MARK J	M	54	11	38,356	6/24/1964	3/9/1998	10/1/2003	7/1/2029	ACTIVE
DRIVER, STEPHEN P	M	55	10	53,428	6/29/1963	1/3/1989	10/1/2003	7/1/2028	ACTIVE
EISENMAN, SHAWN	M	45	20	31,932	11/10/1973	9/20/2010	9/20/2010	12/1/2038	ACTIVE
FERGUSON, BRUCE A	M	55	10	63,002	8/7/1963	5/22/1989	10/1/2003	9/1/2028	ACTIVE
FERREIRA, PETER M	M	34	31	61,634	7/18/1984	1/8/2007	12/31/2006	8/1/2049	ACTIVE
FRANKLIN, DONALD	M	36	29	55,844	6/12/1982	12/28/2009	12/28/2009	7/1/2047	ACTIVE
FRAZIER, ROBERT A	M	58	7	34,447	7/15/1960	5/15/2006	5/15/2006	8/1/2025	ACTIVE
GRASSO, DARREN J	M	52	13	39,298	5/12/1966	1/17/2005	1/17/2005	6/1/2031	ACTIVE
GREEN, CHRISTOPHER B	M	50	15	43,004	2/28/1969	2/17/1997	10/1/2003	3/1/2034	ACTIVE
GREEN, JOHNNIE M	M	60	5	65,382	9/24/1958	4/10/2006	4/10/2006	10/1/2023	ACTIVE
GUENTHER, JEFFREY S	M	58	7	45,142	2/26/1961	11/21/1994	10/1/2003	3/1/2026	ACTIVE
GUNNLAUGSSON, JULIE	F	58	7	31,570	8/20/1960	10/24/2005	10/24/2005	9/1/2025	ACTIVE
HALL, JOHN L	M	53	12	50,548	11/12/1965	10/4/1993	10/1/2003	12/1/2030	ACTIVE
HENDRIETH, IZELL A	M	61	4	26,800	7/21/1957	8/25/2008	8/25/2008	8/1/2022	ACTIVE
HICKS, MELISSA A	F	35	30	43,453	11/19/1983	1/10/2005	1/10/2005	12/1/2048	ACTIVE
HOOD, LEWIS J	M	56	9	38,697	7/15/1962	8/23/1999	10/1/2003	8/1/2027	ACTIVE
HUPF, DEBORAH K	F	61	4	34,518	7/28/1957	10/4/2004	10/4/2004	8/1/2022	ACTIVE
JOHNSON, LINDA D	F	64	1	59,150	8/28/1954	9/1/2000	10/1/2003	9/1/2019	ACTIVE
JOSEPH, DENA M	F	50	15	48,878	2/14/1969	11/27/1995	10/1/2003	3/1/2034	ACTIVE
JOWERS, JEFFREY R	M	48	17	29,908	5/26/1970	9/10/2007	9/10/2007	6/1/2035	ACTIVE
KALISIAK, IWONA M	F	60	5	30,365	11/13/1958	8/9/2004	8/9/2004	12/1/2023	ACTIVE
KINGSBURY, COREY	M	43	22	47,526	6/6/1975	6/7/2010	6/7/2010	7/1/2040	ACTIVE
KOSKO, MARK M	M	50	15	35,241	1/22/1969	6/18/2001	10/1/2003	2/1/2034	ACTIVE
LANGDON, RICHARD	M	44	21	39,846	9/25/1974	3/21/2011	3/21/2011	10/1/2039	ACTIVE
LANNI, DEBORAH M	F	60	5	36,123	2/10/1959	12/18/2006	12/18/2006	3/1/2024	ACTIVE

CITY OF PORT ORANGE GENERAL EMPLOYEES
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APPENDIX C - EMPLOYEE STATUS REPORT
FOR PLAN YEAR BEGINNING OCTOBER 1, 2018

NAME	SEX	ATT AGE	YRS TO RETIRE	ANNUAL SALARY	-----DATES-----				STATUS
					BIRTH	EMPLOY	PARTIC	RETIRE	
LE CLAIR, ROBERT G	M	62	3	\$28,339	10/10/1956	9/17/2007	9/17/2007	11/1/2021	ACTIVE
LEE, LIT Y	M	48	17	30,306	12/13/1970	12/20/2004	12/20/2004	1/1/2036	ACTIVE
LENARCIC, ANDREW M	M	43	22	29,548	2/14/1976	1/8/2007	1/8/2007	3/1/2041	ACTIVE
LEONG, VINSON P	M	61	4	34,721	1/11/1958	8/7/2000	10/1/2003	2/1/2023	ACTIVE
LONDON, TRACY M	F	45	20	38,188	4/12/1973	3/31/2003	10/1/2003	5/1/2038	ACTIVE
LOVALLO, SUSAN L	F	49	16	111,647	10/24/1969	1/13/2003	10/1/2003	11/1/2034	ACTIVE
MACKEY, JOHN A	M	58	7	34,264	11/12/1960	8/22/2011	8/22/2011	12/1/2025	ACTIVE
MADORMA, MICHAEL	M	59	6	38,086	9/20/1959	5/20/2002	10/1/2003	10/1/2024	ACTIVE
MATASSA, ROBERT T	M	63	2	50,515	2/28/1956	9/11/1989	10/1/2003	3/1/2021	ACTIVE
MATTER, BRETT J	M	39	26	39,253	3/13/1980	4/24/2000	10/1/2003	4/1/2045	ACTIVE
MCDONALD, HEATHER	F	48	17	31,245	6/17/1970	9/28/2008	9/28/2008	7/1/2035	ACTIVE
MEADOWS, RICHARD T	M	55	10	37,740	7/26/1963	7/10/2006	7/10/2006	8/1/2028	ACTIVE
MICHAELS, HAROLD R	M	65	0	44,764	8/19/1953	7/31/2006	7/31/2006	9/1/2018	ACTIVE
PALLANTE, LISA A	F	56	9	67,261	10/10/1962	7/7/2008	7/7/2008	11/1/2027	ACTIVE
PEARSON, DEBORAH J	F	67	-2	55,565	6/6/1951	5/18/1998	10/1/2003	7/1/2016	ACTIVE
PISKURA, JAMES	M	61	4	25,536	7/10/1957	11/30/2009	11/30/2009	8/1/2022	ACTIVE
REED, BARBARA J	F	66	-1	32,520	12/30/1952	2/10/2003	10/1/2003	1/1/2018	ACTIVE
REED, BRENT A	M	47	18	38,156	12/6/1971	1/10/2005	1/10/2005	1/1/2037	ACTIVE
RIVERA, CYNTHIA K	F	50	15	43,070	5/19/1968	6/30/2005	6/30/2005	6/1/2033	ACTIVE
ROWLES, COMMODORE P	M	56	9	31,370	8/30/1962	4/26/2010	4/26/2010	9/1/2027	ACTIVE
ROWLEY, JANOS Y	M	37	28	27,618	7/16/1981	11/14/2011	11/14/2011	8/1/2046	ACTIVE
RUBIN, HEATHER R	F	46	19	39,227	11/4/1972	5/2/2005	5/2/2005	12/1/2037	ACTIVE
SALERNO, PAUL	M	61	4	67,567	6/26/1957	5/8/1995	10/1/2003	7/1/2022	ACTIVE
SCHARF, MICHAEL J	M	65	0	46,569	7/27/1953	7/17/1995	10/1/2003	8/1/2018	ACTIVE
SISK, JENNIFER L	F	45	20	48,122	8/20/1973	12/4/2006	12/4/2006	9/1/2038	ACTIVE
SITES, CARL E	M	57	8	31,379	3/10/1962	1/7/2008	1/7/2008	4/1/2027	ACTIVE
SMITH, MICHAEL R	M	40	25	11,846	1/21/1979	7/15/2005	11/15/2004	2/1/2044	ACTIVE
SMITH, RICHARD W	M	62	3	36,501	3/25/1957	7/10/2006	7/10/2006	4/1/2022	ACTIVE
SOLANA, SHERILYN S	F	42	23	32,200	10/2/1976	10/4/2004	10/4/2004	11/1/2041	ACTIVE
TALIAFERRO, TROY P	M	42	23	55,404	7/23/1976	8/3/2005	8/3/2005	8/1/2041	ACTIVE
TISCHLER, ALLAN H	M	54	11	81,025	9/21/1964	4/12/2004	4/12/2004	10/1/2029	ACTIVE
VANTHOFF, DAVID K	M	58	7	36,495	3/6/1961	1/16/2006	1/16/2006	4/1/2026	ACTIVE
WESTBERRY-MILLER, CO	F	28	37	37,391	11/18/1990	5/16/2011	5/16/2011	12/1/2055	ACTIVE
WHELDON, MICHAEL F	M	51	14	38,385	7/17/1967	2/8/1999	10/1/2003	8/1/2032	ACTIVE
WIEDEL, CHERYL V	F	54	11	46,913	11/7/1964	8/17/1998	10/1/2003	12/1/2029	ACTIVE
WIGGINS, JULIA L	F	49	16	63,574	7/14/1969	1/30/1989	10/1/2003	8/1/2034	ACTIVE
WIGGINS, ROBERT H	M	53	12	34,077	1/21/1966	5/17/2004	5/17/2004	2/1/2031	ACTIVE
WILLIAMS, DERRICK R	M	55	10	46,182	10/25/1963	9/11/1989	10/1/2003	11/1/2028	ACTIVE
WILSON, ADAM B	M	42	23	31,015	9/7/1976	3/28/2005	3/28/2005	10/1/2041	ACTIVE
WILSON, RICK T	M	55	10	80,729	10/23/1963	1/25/1988	10/1/2003	11/1/2028	ACTIVE

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POST 2012 PLAN FORMULA GROUP

NAME	SEX	ATT AGE	YRS TO RETIRE	ANNUAL SALARY	-----DATES-----				STATUS
					BIRTH	EMPLOY	PARTIC	RETIRE	
BALLER JR, JOHN	M	49	16	\$45,446	11/27/1969	2/28/2016	2/28/2016	12/1/2034	ACTIVE
COLBY, MYRON	M	65	4	23,850	6/28/1953	8/7/2017	8/7/2017	9/1/2022	ACTIVE
CROXFORD, RONALD	M	48	17	28,405	6/17/1970	10/6/2014	10/6/2014	7/1/2035	ACTIVE
CURRY, EDWARD	M	50	15	31,701	12/4/1968	7/20/2015	7/20/2015	1/1/2034	ACTIVE
DESAULNIERS, RYAN R	M	29	36	21,940	12/30/1989	8/15/2016	8/15/2016	1/1/2055	ACTIVE
DILLON, JAMES	M	59	6	28,397	4/2/1959	9/3/2012	9/3/2012	5/1/2024	ACTIVE
DOTTEN, EDWIN	M	43	22	34,070	8/14/1975	3/24/2016	3/24/2016	9/1/2040	ACTIVE
EWING, RANDY	M	51	14	29,170	7/21/1967	3/24/2016	3/24/2016	8/1/2032	ACTIVE
GASKINS, MICHAEL	M	34	31	27,765	2/2/1985	2/6/2017	2/6/2017	3/1/2050	ACTIVE
GLOVER, DONNY	M	43	22	26,797	9/29/1975	4/21/2014	4/21/2014	10/1/2040	ACTIVE
HAMPTON, JOHN R	M	48	17	29,303	8/20/1970	7/20/2015	7/20/2015	9/1/2035	ACTIVE
HARRELL, DAVID	M	47	18	24,326	5/7/1971	12/12/2016	12/12/2016	6/1/2036	ACTIVE
KREINER, JOSEPH W	M	59	7	29,291	3/24/1960	4/6/2015	4/6/2015	5/1/2025	ACTIVE
LONG, JOSHUA A	M	31	34	26,179	3/3/1988	9/27/2016	9/27/2016	4/1/2053	ACTIVE
MOORE, ROBERT T	M	52	13	24,050	10/22/1966	5/30/2017	5/30/2017	11/1/2031	ACTIVE
NELSON, KEITH A	M	58	7	26,802	3/20/1961	9/8/2014	9/8/2014	4/1/2026	ACTIVE
OWEN, SHAWN T	M	42	23	33,092	12/27/1976	7/15/2013	7/15/2013	1/1/2042	ACTIVE
QUARTARARO, SETH	M	27	38	25,219	4/10/1991	4/6/2015	4/6/2015	5/1/2056	ACTIVE
STAUFFER, GARY P	M	36	29	27,018	7/9/1982	5/26/2015	10/26/2015	8/1/2047	ACTIVE
ZWENGER, STEVEN J	M	58	7	24,588	11/1/1960	9/19/2016	9/19/2016	11/1/2025	ACTIVE

CITY OF PORT ORANGE GENERAL EMPLOYEES
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APPENDIX D - BENEFIT STATUS REPORT
FOR PLAN YEAR BEGINNING OCTOBER 1, 2018

PARTICIPANT NAME	AA	RA	MONTHLY		ACCRUED BENEFIT	-----VESTED-----		
			COMP.	BENEFIT		PCT	BENEFIT	PRES. VAL.*
ALLMAN, SCOTT	53	65	\$ 4,625	\$4,322.09	\$3,259.10	100	\$3,259.10	\$137,661
BALDWIN, ANDREW R	54	65	2,710	1,180.82	569.24	100	569.24	27,299
BONIN, AMANDA L	32	65	3,300	2,927.29	738.53	100	738.53	34,869
BROWN, DOUGLAS G	61	65	2,581	831.89	603.60	100	603.60	46,888
BRYANT, ROBERT S	44	65	3,011	2,100.79	776.97	100	776.97	37,014
CAMACHO, RIGOBERTO L	60	65	3,471	2,247.97	1,880.65	100	1,880.65	127,683
CAMPBELL, CATHERINE	58	65	2,694	1,305.37	922.04	100	922.04	56,134
CARRIZALES, HEATHER	42	65	4,781	3,220.37	892.75	100	892.75	41,697
CLOER, CHARLES S	50	65	2,422	1,081.85	373.14	55	205.23	19,383
COCKCROFT, KYNAH R	56	65	4,221	3,107.66	2,269.40	100	2,269.40	116,194
CONLEY, DENNIS	52	65	3,244	1,292.08	325.08	55	178.79	15,745
CROMIE, MICHAEL C	51	65	3,718	2,415.00	1,356.15	100	1,356.15	50,145
DESAULNIERS, CHRIS R	48	65	2,734	1,790.29	834.24	100	834.24	37,171
DESSOYE, DERICK J	38	65	2,739	2,344.90	845.52	100	845.52	39,265
DIXON, TRAVIS S	44	65	3,596	2,824.62	1,251.66	100	1,251.66	48,826
DOUD, MARK J	54	65	3,196	2,036.52	1,291.98	100	1,291.98	58,561
DRIVER, STEPHEN P	55	65	4,452	3,612.89	2,651.37	100	2,651.37	129,791
EISENMAN, SHAWN	45	65	2,661	1,490.16	374.49	70	262.14	18,985
FERGUSON, BRUCE A	55	65	5,250	4,231.96	3,029.46	100	3,029.46	146,409
FERREIRA, PETER M	34	65	5,136	4,373.60	1,042.55	100	1,042.55	44,451
FRANKLIN, DONALD	36	65	4,654	3,474.71	781.59	85	664.35	37,986
FRAZIER, ROBERT A	58	65	2,871	1,107.09	655.27	100	655.27	40,150
GRASSO, DARREN J	52	65	3,275	1,732.17	847.15	100	847.15	38,627
GREEN, CHRISTOPHER B	50	65	3,584	2,676.16	1,520.47	100	1,520.47	48,123
GREEN, JOHNNIE M	60	65	5,449	1,911.17	1,259.19	100	1,259.19	88,844
GUENTHER, JEFFREY S	58	65	3,762	2,386.73	1,729.44	100	1,729.44	101,314
GUNNLAUGSSON, JULIE	58	65	2,631	1,047.16	636.10	100	636.10	38,726
HALL, JOHN L	53	65	4,212	3,190.59	2,070.25	100	2,070.25	84,144
HENDRIETH, IZELL A	61	65	2,233	617.06	377.16	100	377.16	29,111
HICKS, MELISSA A	35	65	3,621	3,182.69	974.60	100	974.60	46,110
HOOD, LEWIS J	56	65	3,225	1,828.76	1,183.11	100	1,183.11	62,150
HUPF, DEBORAH K	61	65	2,876	1,033.33	632.04	100	632.04	48,784
JOHNSON, LINDA D	64	65	4,929	1,861.87	1,781.78	100	1,781.78	172,136
JOSEPH, DENA M	50	65	4,073	3,149.62	1,834.94	100	1,834.94	58,802
JOWERS, JEFFREY R	48	65	2,492	1,380.90	508.07	100	508.07	25,379

* Using IRS 2018 M/F Post Retirement mortality tables and 7.0% interest. Monthly benefit shown does not include Supplemental Benefits, however present value amount does. Employee contribution account shown if greater than vested present values.

CITY OF PORT ORANGE GENERAL EMPLOYEES
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FOR PLAN YEAR BEGINNING OCTOBER 1, 2018

PARTICIPANT NAME	AA	RA	MONTHLY		ACCRUED BENEFIT	-----VESTED-----		
			COMP.	BENEFIT		PCT	BENEFIT	PRES. VAL.*
KALISIAK, IWONA M	60	65	\$ 2,530	\$981.21	\$696.72	100	\$696.72	\$48,532
KINGSBURY, COREY	43	65	3,961	2,363.12	605.08	70	423.56	30,885
KOSKO, MARK M	50	65	2,937	1,923.29	1,003.78	100	1,003.78	42,173
LANGDON, RICHARD	44	65	3,321	1,887.16	450.38	70	315.27	20,617
LANNI, DEBORAH M	60	65	3,010	1,018.37	640.34	100	640.34	43,754
LE CLAIR, ROBERT G	62	65	2,362	663.97	512.67	100	512.67	41,922
LEE, LIT Y	48	65	2,526	1,567.58	657.82	100	657.82	32,382
LENARCIC, ANDREW M	43	65	2,462	1,665.84	544.96	100	544.96	26,948
LEONG, VINSON P	61	65	2,893	1,309.47	1,039.98	100	1,039.98	77,240
LONDON, TRACY M	45	65	3,182	2,247.18	978.00	100	978.00	43,479
LOVALLO, SUSAN L	49	65	9,304	5,966.89	2,724.87	100	2,724.87	114,313
MACKEY, JOHN A	58	65	2,855	804.25	365.26	55	200.89	21,813
MADORMA, MICHAEL	59	65	3,174	1,440.30	1,006.04	100	1,006.04	65,725
MATASSA, ROBERT T	63	65	4,210	2,652.99	2,391.12	100	2,391.12	207,564
MATTER, BRETT J	39	65	3,271	2,942.78	1,156.90	100	1,156.90	41,873
MCDONALD, HEATHER	48	65	2,604	1,387.45	538.51	100	538.51	25,535
MEADOWS, RICHARD T	55	65	3,145	1,390.51	745.01	100	745.01	37,916
MICHAELS, HAROLD R	65	65	3,730	868.91	868.91	100	868.91	89,897
PALLANTE, LISA A	56	65	5,605	2,156.47	1,056.73	100	1,056.73	54,453
PEARSON, DEBORAH J	67	65	4,630	1,798.18	1,798.18	100	1,798.18	175,978
PISKURA, JAMES	61	65	2,128	532.01	361.40	85	307.19	27,895
REED, BARBARA J	66	65	2,710	836.48	836.48	100	836.48	85,118
REED, BRENT A	47	65	3,180	2,031.58	802.26	100	802.26	38,098
RIVERA, CYNTHIA K	50	65	3,589	2,010.31	879.86	100	879.86	39,511
ROWLES, COMMODORE P	56	65	2,614	901.89	412.08	70	288.46	21,508
ROWLEY, JANOS Y	37	65	2,301	1,591.85	292.80	55	161.04	14,591
RUBIN, HEATHER R	46	65	3,269	2,130.88	772.97	100	772.97	35,984
SALERNO, PAUL	61	65	5,631	3,137.35	2,573.85	100	2,573.85	199,940
SCHARF, MICHAEL J	65	65	3,881	1,686.89	1,686.89	100	1,686.89	174,167
SISK, JENNIFER L	45	65	4,010	2,546.31	854.88	100	854.88	41,965
SITES, CARL E	57	65	2,615	981.46	525.12	100	525.12	28,302
SMITH, MICHAEL R	40	65	987	2,143.70	644.27	100	644.27	30,090
SMITH, RICHARD W	62	65	3,042	932.37	726.48	100	726.48	57,530
SOLANA, SHERILYN S	42	65	2,683	1,992.54	716.11	100	716.11	35,922
TALIAFERRO, TROY P	42	65	4,617	3,331.46	924.04	100	924.04	38,603

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CITY OF PORT ORANGE GENERAL EMPLOYEES
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PARTICIPANT NAME	AA	RA	MONTHLY		ACCRUED BENEFIT	-----VESTED-----		
			COMP.	BENEFIT		PCT	BENEFIT	PRES. VAL.*
TISCHLER, ALLAN H	54	65	\$ 6,752	\$3,464.93	\$1,819.41	100	\$1,819.41	\$83,373
VANTHOFF, DAVID K	58	65	3,041	1,209.61	757.41	100	757.41	44,087
WESTBERRY-MILLER, CO	28	65	3,116	2,762.80	422.10	55	232.16	20,672
WHELDON, MICHAEL F	51	65	3,199	2,173.12	1,239.33	100	1,239.33	46,116
WIEDEL, CHERYL V	54	65	3,909	2,482.37	1,567.39	100	1,567.39	68,802
WIGGINS, JULIA L	49	65	5,298	4,934.73	3,204.06	100	3,204.06	98,208
WIGGINS, ROBERT H	53	65	2,840	1,513.79	760.79	100	760.79	36,928
WILLIAMS, DERRICK R	55	65	3,848	3,094.16	2,212.55	100	2,212.55	105,567
WILSON, ADAM B	42	65	2,585	1,892.10	680.75	100	680.75	32,499
WILSON, RICK T	55	65	6,727	5,635.34	4,225.22	100	4,225.22	201,596

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PARTICIPANT NAME	AA	RA	MONTHLY COMP.	MONTHLY BENEFIT	ACCRUED BENEFIT	-----VESTED-----		
						PCT	BENEFIT	PRES. VAL.*
BALLER JR, JOHN	49	65	\$ 3,787	\$1,126.04	\$131.96	0	\$0.00	\$8,978
COLBY, MYRON	65	69	1,988	100.60	19.20	0	0.00	2,004
CROXFORD, RONALD	48	65	2,367	779.57	130.81	0	0.00	8,052
CURRY, EDWARD	50	65	2,642	767.88	135.14	0	0.00	8,086
DESAULNIERS, RYAN R	29	65	1,828	1,114.07	40.35	0	0.00	3,351
DILLON, JAMES	59	65	2,366	431.60	201.83	40	80.73	17,722
DOTTEN, EDWIN	43	65	2,839	1,101.59	84.00	0	0.00	5,874
EWING, RANDY	51	65	2,431	628.77	80.88	0	0.00	5,675
GASKINS, MICHAEL	34	65	2,314	1,095.74	47.06	0	0.00	3,406
GLOVER, DONNY	43	65	2,233	940.88	135.96	0	0.00	7,403
HAMPTON, JOHN R	48	65	2,442	781.42	113.83	0	0.00	6,806
HARRELL, DAVID	47	65	2,027	597.42	51.01	0	0.00	3,352
KREINER, JOSEPH W	59	65	2,441	387.29	127.04	0	0.00	10,484
LONG, JOSHUA A	31	65	2,182	1,113.37	65.83	0	0.00	3,790
MOORE, ROBERT T	52	65	2,004	285.16	25.82	0	0.00	2,198
NELSON, KEITH A	58	65	2,233	393.09	114.99	0	0.00	8,869
OWEN, SHAWN T	42	65	2,758	1,242.78	188.55	25	47.14	12,291
QUARTARARO, SETH	27	65	2,102	1,375.85	111.23	0	0.00	6,695
STAUFFER, GARY P	36	65	2,251	1,152.75	111.85	0	0.00	5,932
ZWENGER, STEVEN J	58	65	2,049	293.08	65.32	0	0.00	5,182

* Using IRS 2018 M/F Post Retirement mortality tables and 7.0% interest. Monthly benefit shown does not include Supplemental Benefits, however present value amount does. Employee contribution account shown if greater than vested present values.

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

APPENDIX E.

SUPPLEMENTAL INFORMATION – October 1, 2018

The State of Florida requires municipalities to report certain items in their defined benefit plan Annual Valuation Reports that are not contained in our “normal” annual report format. This supplement is designed to either direct users to the sections of the current annual report that satisfy various requirements, or present additional schedules/information to ensure that the Plan is in compliance with the Florida State Statutes.

TABLE OF CONTENTS

1. Statement of adequacy of employer and employee contribution rates - Attached
2. A plan to amortize unfunded liabilities - Attached
3. A description and explanation of actuarial assumptions – See Appendix B
4. A schedule illustrating the amortization of unfunded liabilities – N/A -Attached
5. GAS-67 Disclosure Information for September 30, 2018 using 7.0% and 5.0% discount rates. Not included in this report as it will be prepared separately as part of the Sec. 112.664 disclosures that are more comprehensive.
6. A Statement by the enrolled actuary: Attached
7. Comparison of actual to expected salary increases over the preceding 3 year period - Attached
8. Comparison of actual to expected investment returns over the preceding 3 year period. - Attached
9. Reconciliation of the present value of accrued benefits over the prior period.
10. Breakout of the present value of future benefits by decrement for active participants.
11. Summary of prior required or actual contributions made by either employer or employees.
12. Age and service table provided for active participants.

CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

APPENDIX E. – Items 1,2,4,6

I, David G. Leonard, enrolled actuary, do hereby confirm that the attached Actuarial Valuation Report for the City of Port Orange General Employees Defined Benefit Retirement Plan as of October 1, 2018 is complete and accurate, and in my opinion the techniques and assumptions used are reasonable and meet the requirements and intent of this act.

Note that the funding method utilized does not separately amortize unfunded liabilities, as these are not directly recognized. However the Normal Cost generated implicitly includes a component to fund prior liabilities that are not currently funded.

Therefore we cannot include a schedule illustrating the amortization of unfunded liabilities, however the progress towards their funding is included with the GAS-25/27/67 audit data which is attached (Item #4). Based on the funding method in use, unfunded liabilities are being implicitly amortized over approximately 16 years on a level percentage of pay basis, as of the October 1, 2018 valuation. (Item #2)

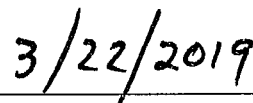
Additionally, there were no events not taken into account nor were there any trends not assumed to continue that were not included in the calculations that make up this report. (Reg. 1.003(4)(g)).

In my opinion, the employer and employee contribution rates are adequate to meet the levels of employee benefits that are provided in the retirement system. In the event the current rates do not appear to be adequate on a long term basis, the plan sponsor has made a commitment to fund the plan per actuarially derived contribution calculations as will be produced in future valuations. (Item #1)

The attached GAS-67/68 statements present the funded position of the plan on a market asset value basis. (Item #1)



*David G. Leonard, A.S.A.
Enrolled Actuary 17-03604*



CITY OF PORT ORANGE GENERAL EMPLOYEES DB RETIREMENT PLAN

October 1, 2018 Valuation Report - Supplemental Information for the State of Florida

Display 2 - Comparison of Actuarial Assumptions and Actual Results. Supplemental Report Schedules #7 and #8

Actuarial Valuation Date	Assumed Interest (A)	Actual Yield Earned (B)	Valuation Yield (C)	Appx. Actuarial Gain/(Loss)	Salary Inc. Assumed (D)	Actual Sal. Incr. (E)	Appx. Actuarial Gain/(Loss)
October 1	(prior year)	(prior year)	(prior year)		(prior year)	(prior year)	
2007	8.0%	12.8%	12.8%	785,653	6.0%	8.8%	(414,434)
2008	8.0%	-12.0%	-12.0%	(3,507,566)	6.0%	3.2%	522,827
2009	8.0%	0.6%	2.9%	(1,023,442)	6.0%	6.1%	(18,747)
2010	7.5%	6.6%	3.9%	(782,986)	4.0%	-0.9%	1,002,958
2011	7.5%	-3.6%	0.5%	(1,526,359)	4.0%	0.5%	631,165
2012	7.5%	16.9%	5.6%	(433,004)	4.0%	1.4%	335,925
2013	7.5%	15.6%	7.5%	(244)	4.0%	2.7%	164,574
2014	7.5%	10.9%	8.1%	162,105	4.0%	3.0%	123,803
2015	7.5%	2.4%	6.5%	(102,758)	4.0%	4.8%	(106,243)
2016	7.5%	10.1%	7.7%	40,817	4.0%	6.5%	(301,185)
2017	7.0%	11.4%	7.9%	258,980	4.0%	3.7%	38,663
2018	7.0%	11.7%	9.2%	659,465	4.0%	2.9%	115,417

Other pertinent actuarial assumptions used include:

- Preretirement Turnover - None is assumed. Normally, very few employees terminate prior to being eligible for benefits. Because of steep employee contribution rate, a Turnover assumption would have little effect on costs.
- Post Retirement Mortality - RP-2000 with Scale BB generational mortality projection (Scale BB is used for State reporting in 2018).
- Early Retirement Rates - We assume a portion of the eligible population will retire starting at age 55 and each age beyond. Please see the valuation report assumptions review for detailed rates at each age/service combination.

**CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN**

Rollforward of Present Value of Accrued Benefits -

For the years ended 09/30 -

<u>Supplemental Schedule 9</u>	<u>2018</u>	<u>2017</u>
Actuarial Present Value of Accumulated Plan Benefits at Beginning of Year	\$30,994,060	\$30,922,746
Increase (Decrease) During the Year Attributable to:		
Benefits Accumulated, Actuarial Experience (includes ER subsidies)	1,956,472	219,728
Increase in Interest Due to Decrease in the Discount Period	2,066,290	2,078,843
Benefits Paid	(2,682,958)	(2,227,257)
Changes in Plan Provisions	0	0
Plan Assumption Changes	757,046	0
	-----	-----
Actuarial Present Value of Accumulated Plan Benefits at End of Year	\$33,090,910	\$30,994,060
<u>Distribution of Actuarial Value of Accumulated Plan Benefits:</u>		
Vested Accumulated Plan Benefits:		
Retired Participants in Pay Status	\$25,625,814	\$21,636,000
Terminated Members with Vested Rights	777,872	795,159
Active Members - Employer Funded	2,861,240	4,360,830
Active Members - Employee Funded	<u>3,464,533</u>	<u>3,805,440</u>
Subtotal - Vested Accum. Plan Benefits	\$32,729,458	\$30,597,429
Non-vested Accumulated Plan Benefits		
Active Members	361,452	396,631
TOTAL ACTUARIAL PRESENT VALUE OF ACCUMULATED PLAN BENEFITS:	\$33,090,910	\$30,994,060

Note: Post Retirement Mortality - current year's IRS Blended Tables (M/F)
Interest Rates: 7.0%. For 2018 Inactives measured using Funding Rates (RP-2000 w/Scale BB)
PVAB does not take into account potential ER Subsidies until realized
but does include Supplemental Benefits.

**CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN**

Breakout of Present Value Future Benefits (PVFB) by
Decrement for Active Plan Participants - Supplemental Rpt. Sch. #10

October 1, 2018 Valuation Report

Interest Rates: 7.0%

Present Value of Future Benefits:
(PVFB - Actives only)

	All Decrements	No Decrements
Basic Benefits	\$15,192,164	\$15,134,115
Supplemental Benefits	<u>819,642</u>	<u>592,309</u>
Total	\$16,011,806	\$15,726,424

Increase in PVFB due to decrements: \$285,382

Breakdown of PVFB by component:

	Basic Benefits	Supplemental Ben.	Total
Normal Retirement	\$15,134,115	\$592,309	\$15,726,424
Pre-retirement Mortality	0	0	0
Pre-retirement Turnover	0	0	0
Early Retirement Rates	<u>58,049</u>	<u>227,333</u>	<u>285,382</u>
Total PVFB	\$15,192,164	\$819,642	\$16,011,806

	All Decrements	No Decrements
Present Value of Future Salary (PVFSAL)	\$37,527,826	\$45,673,521

Note: PVFSAL increases by approximately 22% with Early Retirement Rates removed. Thus the actual increase in Normal Cost from the Early Retirement benefits as assumed is \$328,049.

Information on Pension Funding Progress - Supplemental Report Schedule #11

History of Employee Contributions
 History of Employer Contributions
 Schedule of Annual Required Contribution
 Contributions as a percentage of payroll

Year Ended	Covered Payroll (*)	Actual Employer Contribution	ER % of Payroll	Actuarially Required Contribution	ARC as Percentage of Payroll	Percentage of ARC Contributed	Employee Contribution	EE % of Payroll
September 30								
2008	7,275,289	1,009,205	13.9%	929,916	12.8%	108.5%	451,079	6.2%
2009	7,599,335	1,199,567	15.8%	1,291,191	17.0%	92.9%	456,957	6.0%
2010	7,320,768	1,005,433	13.7%	1,021,870	14.0%	98.4%	563,787	7.7%
2011	6,768,699	992,875	14.7%	782,046	11.6%	127.0%	534,679	7.9%
2012	6,507,751	912,160	14.0%	779,345	12.0%	117.0%	507,532	7.8%
2013	5,495,483	936,378	17.0%	753,666	13.7%	124.2%	405,427	7.4%
2014	5,170,450	702,741	13.6%	702,741	13.6%	100.0%	459,552	8.9%
2015	5,300,301	673,300	12.7%	673,138	12.7%	100.0%	397,523	7.5%
2016	5,287,951	880,209	16.6%	739,845	14.0%	119.0%	396,597	7.5%
2017	4,802,452	794,333	16.5%	744,380	15.5%	106.7%	360,185	7.5%
2018	4,251,780	735,559	17.3%	735,558	17.3%	100.0%	318,883	7.5%

* Through 2014, covered payroll shown excludes members who terminated or retired during the year, and also includes full annual compensation for new members. Starting with 2015, covered payroll shown includes all active participants at any time during the prior year.

Actuarially Required Contribution is the GASB ARC through 2014, and the prior year's valuation contribution percentage multiplied by the covered payroll, starting with 2015.

CITY OF PORT ORANGE
GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN

Schedule of Active
Participant Data

Supplemental Schedule #13
As of October 1, 2018

Attained Age	Under 1	1 to 4/	5 to 9/	10 to 14/	15 to 19/	20 to 24/	25 to 29/	30 to 34/	35 to 39/	40 & up
Under 25	0	0	0	0	0	0	0	0	0	0
25 to 29	0	2	1	0	0	0	0	0	0	0
30 to 34	0	2	0	3	0	0	0	0	0	0
35 to 39	0	1	2	1	2	0	0	0	0	0
40 to 44	0	2	4	6	1	0	0	0	0	0
45 to 49	0	5	1	6	4	2	1	0	0	0
50 to 54	0	2	1	5	2	3	1	2	0	0
55 to 59	0	3	3	8	3	1	4	0	0	0
60 to 64	0	0	1	6	2	1	1	0	0	0
65 to 69	0	1	0	1	1	2	0	0	0	0
70 & Up	0	0	0	0	0	0	0	0	0	0
Average Age	51	Average Service		13						



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 4/16/2019

Consent item: No

SUBJECT: (G16) Environmental Advisory Board Appointments (X2)

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Nominate two citizens to serve on the Environmental Advisory Board.

SUMMARY: Derek LaMontange and Joe Fazzie's terms expire on May 7, 2019. Mr. LaMontange is not seeking reappointment at this time.

There are three additional applicants for the positions: Jonathan Foley, Christina Berry, and Michael Anderson. Their applications are attached for consideration.

Project No.: Funding Account No.:

Presenter: Jake Johansson

ATTACHMENTS:

1.	Anderson, Michael	Anderson, Michael.pdf
2.	Berry, Christina	Berry, Christina.pdf
3.	Foley, Jonathan	Foley, Jonathan.pdf

Robin Fenwick
Jake Johansson

Created/Initiated - 4/2/2019
Final Approval - 4/4/2019

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for	Environmental Advisory Board
--	------------------------------

Pension Boards*	Field not completed.
-----------------	----------------------

Order of Preference	Field not completed.
---------------------	----------------------

All of the above boards / commissions are subject to the "Sunshine Law"

* Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.

Personal Information

First Name	Michael
------------	---------

Last Name	Anderson
-----------	----------

Date of Birth	6/24/1972
---------------	-----------

Telephone	3862996641
-----------	------------

Email Address	mranderson@bonedryflorida.com
---------------	--

Business Telephone	3862996641
--------------------	------------

Are you a registered voter in Port Orange?	Yes
--	-----

Address	6172 Del Rio Drive
---------	--------------------

City Council District	4
-----------------------	---

How long have you been a resident of Port Orange?	5 years
Are you currently serving on a City Board?	No
If yes, when and which board?	Field not completed.
References	
Please list three references (business and / or personal)	
Reference 1	Jack Wiles 520 Dunlawton Ave 386-547-0717
Reference 2	James Jestes 6170 Del Rio Drive 386-315-4744
Reference 3	Jarod Prentice 1026 NW 8th Terr Cape Coral, FL 33993 904-403-2566
Education	
High School	Forest High School (Ocala, FL)
Date Graduated High School	6/7/1990
College	University of Florida
Date Graduated College	12/15/2001
Degree	BS in Agricultural and Biological Engineering
Additional Information	
Work Experience	Former City of Port Orange Community Development Engineer and Flood Plain Manager Licensed Civil Engineer Licensed General Contractor
Interests / Activities	Boating Waterways Sustainable Development
Community Involvement	Field not completed.
Why do you desire to serve on these boards?	Bordered by water on two sides, the City of Port Orange has a valuable asset that should be sustained responsibly for generations. I feel that my professional experience and expertise could be a valuable asset to this board to assist with the sensitive issues that come along with development and the

environment. If chosen, I look forward to becoming an integral member of the board and hope that can I serve as an "even keel" to help the balance of the City's environmental assets.

Resume / Additional
Information

Field not completed.

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Type your name to sign

Michael Anderson

Date

7/11/2018

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at 386-506-5563.

From: noreply@civicplus.com
Sent: Wednesday, February 07, 2018 8:37 AM
To: CityClerk
Subject: Online Form Submittal: Advisory Boards and Commissions Volunteer Application

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for	Civil Service Board, Code Enforcement Board*, Environmental Advisory Board, Parks and Recreation Board, Planning Commission*
Pension Boards*	Field not completed.
Order of Preference	Field not completed.

All of the above boards / commissions are subject to the "Sunshine Law"

** Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.*

Personal Information

First Name	Christina
Last Name	BERRY
Date of Birth	8/11/1986
Telephone	2075773926
Email Address	Clberraw86@gmail.com
Business Telephone	Field not completed.

Are you a registered voter in Port Orange?	Yes
Address	1008 tompkins dr
City Council District	<i>Field not completed.</i>
How long have you been a resident of Port Orange?	1 year
Are you currently serving on a City Board?	No
If yes, when and which board?	<i>Field not completed.</i>

References

Please list three references (business and / or personal)

Reference 1	Susie crossley 2075772090
Reference 2	Ian Ashland 2073448415
Reference 3	Josh moody 2072400866

Education

High School	Lewiston high school
Date Graduated High School	6/4/2004
College	University of southern Maine
Date Graduated College	6/1/2010
Degree	Leadership and organizarional studies

Additional Information

Work Experience	Teletech 3 months.
Interests / Activities	Animals
Community Involvement	Volunteer with Sevhs
Why do you desire to serve on these boards?	Yes
Resume / Additional Information	<i>Field not completed.</i>

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Type your name to sign Christina L Berry

Date *Field not completed.*

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)

Advisory Boards and Commissions Volunteer Application - Submission #2057

Date Submitted: 2/14/2019

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for

- | | |
|--|---|
| ☐ Charter Review Board | ☒ Environmental Advisory Board |
| ☐ Civil Service Board | ☐ Interim City Council Member - Dist. 1 |
| ☐ Code Enforcement Board* | ☒ Parks and Recreation Board |
| ☐ Districting Commission* | ☒ Planning Commission* |
| ☐ Eastport Community Redevelopment Agency | ☐ Town Center Community Redevelopment Agency |

Pension Boards*

- ☐ Fire
- ☐ General Employees
- ☐ Police

Order of Preference

Planning Commission, Environmental Advisory Board, Parks and Recreation Board

All of the above boards / commissions are subject to the "Sunshine Law"

* Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.

First Name

Jonathan

Last Name

Foley

Date of Birth

3/24/1992

Telephone

3868828440

Email Address

johnnyreedfoley@gmail.com

Business Telephone

Are you a registered voter in Port Orange?

☒ Yes

☐ No

Address

629 Herbert St.

City Council District

District 1

How long have you been a resident of Port Orange?

21 years

Are you currently serving on a City Board?

☐ Yes

☒ No

If yes, when and which board?

Please list three references (business and / or personal)

Reference 1

Name: Reese Peacock

Address: 1399 Surrey Park Dr. Port Orange, FL 32128

Phone: (386)-682-7177

Name, Address and Telephone Number

Reference 2

Name: Rachel Taylor

Address: 421 Canal St. New Smyrna Beach, FL 32168

Phone: (386)-624-2078

Name, Address and Telephone Number

Reference 3

Name: Edwin Brett

Address: 450 Merrimac Dr.

Phone: (386)-882-2633

Name, Address and Telephone Number

High School

Oak Hill Christian Academy

Date Graduated High School

5/5/2010

College

Daytona State

Date Graduated College

mm/dd/yyyy

Degree

Business Admin

Work Experience

I've proudly worked for my church as a music director and now serve as a trustee on the board. I also have worked as a subcontractor for several local businesses providing assistance with social media, web design & other technical support. Finally, I have owned my own business, Reed Foley LLC for about five years now which has been the location for all of my music related business.

Interests / Activities

I like going to the gym, socializing with other, attending sporting events and concerts.

Community Involvement

I'm heavily involved with my church. We have a few volunteer programs that have been helping the community in various aspects for about 10 years. Also, as a city council candidate I've spent the last month canvassing door to door and doing meet and greets which have given me somewhat of an understanding about our citizens and their concerns.

Why do you desire to serve on these boards?

I want to become more involved in the community and the local government. I have a desire to help people and work with others to create solutions to new challenges that our growing city presents to us.

Resume / Additional Information

A resume or additional information may be included

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Type your name to sign

Jonathan Foley

Date

3/24/1992

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at 386-506-5563.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 4/16/2019

Consent item: No

SUBJECT: (H17) Second Reading - Ordinance No. 2019-6 - Amending Chapter 54 for relating to the General Employee Retirement Systems participation and 401(a) Plan contributions

DEPARTMENT: Administrative Services

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2019-6 and attached revised terms to the Money Purchase Plan and Trust Adoption Agreement and Adjustments for Plan #109110.

SUMMARY: Attached is an ordinance amending sections of Chapter 54 - Personnel; Article VI related to the 2003 General Employee's Retirement System. This ordinance will effectuate the following changes:

1) The 2017-2019 negotiation session with the National Association of Government Employees (NAGE) resulted in both parties agreeing that no new members would be eligible to enter and participate in the General Employees Defined Benefit plan. All employees hired after adoption of this ordinance will participate in the International City Management Association Retirement Corporation (ICMA-RC) Defined Contribution 401A Plan.

Prior to second reading the final actuarial statement will be provided indicating there is no impact to the Defined Benefit Retirement Plan directly from the proposed changes to the City Ordinance.

The current required contribution under the most recent actuarial valuation for the Defined Benefit is 21.3%. The current contributions under the ICMA-RC Plan for general employees is 10%, with the possibility to obtain a matching benefit of 3%, for a total benefit from the City of 13%.

2) The proposed ordinance revisions will allow for consistency and clarity in contributions to the ICMA-RC plans. Participants are eligible to receive a contribution of 10% to their ICMA-RC plan, with the possibility of up to 13% based on the employee contribution. The participants in Plan # 109110 make mandatory contributions as required to attain the matching 3%. The revisions will make the 13% possibility consistent across all plans. The attached Adjustment has been previously adopted and not revisions are proposed with this consideration.

Attached is the corrected plan document for the ICMA-RC plan #109110 to be executed.

Project No.: Funding Account No.: Various

Presenter:

ATTACHMENTS:

1.	Ordinance No. 2019-6	Ord. No. 2019-6.pdf
2.	PO Actuarial impact-NAGE Art 29	PO Actuarial impact-Ord 2019-6-re2.pdf
3.	109110 Proposed Plan Document	109110 Restatement.pdf
4.	Revised 401(a) Plan 109110 Adoption Agreement Adjustments	Revised 401(a) Plan 109110 Adoption Agreement Adjustments.docx

Robin Fenwick

Created/Initiated - 3/28/2019

ORDINANCE NO. 2019-6

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 54, ARTICLE VI, RELATING TO THE 2003 GENERAL EMPLOYEES' RETIREMENT SYSTEM; AMENDING THE CODE SECTIONS 54-147 AND 54-162; PROVIDING FOR PENSION PARTICIPATION AND CONTRIBUTIONS PURSUANT TO PLAN DOCUMENTS FOR EACH 401(a) AND 457 PLAN; PROVIDING FOR CODIFICATION; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange, Florida has entered into a collective bargaining agreement with the National Association of Government Employees, Local 5000, for the period September 19, 2017 through September 30, 2019; and

WHEREAS, the collective bargaining agreement contains certain changes to the 2003 General Employees' Retirement System; and

WHEREAS, an amendment to Chapter 54 of the City Code is necessary to implement the changes to the 2003 General Employees' Retirement System as contained in the collective bargaining agreement; and

WHEREAS, the City has obtained an actuarial impact statement concerning the retirement plan changes in accordance with Article X, Section 14 of the Florida Constitution and Section 112.63, Florida Statutes; and

WHEREAS, for purposes of this Ordinance text with underlined (underlined) type shall constitute additions to the original text and text with strike-through (~~strike through~~) type shall constitute deletions to the original text.

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

SECTION 1: The City Council of the City of Port Orange hereby amends the Code of Ordinances, Chapter 54, Personnel, Article VI, 2003 General Employees' Retirement System, Section 54-147, Participation, adding a new subsection (i) to read as follows:

Sec. 54-147. - Participation.

(i) General employees who are represented by a bargaining unit and who are hired after the effective date of this Ordinance No. 2019-6 shall participate in the city general employees' defined contribution retirement plan as set forth in section 54-175. The city general employees' defined benefit retirement plan as set forth in sections 54-146 through 54-174, inclusive, shall be closed to new members after the effective date of this Ordinance No. 2019-6.

SECTION 2. The City Council of the City of Port Orange hereby amends the Code of Ordinances, Chapter 54, Personnel, Article VI, 2003 General Employees' Retirement System, Section 54-162, Contributions, to read as follows:

Sec. 54-162. - Contributions.

(a)The city shall make such contributions as are required, together with contributions of the participants and other sources, to maintain the trust fund established for the purposes of the plan on a sound actuarial basis, as specified in the actuary's valuation reports for the applicable periods of time.

(b)Employee contributions shall be deposited to the trust fund on at least a monthly basis. The city's contributions shall be deposited on at least a monthly basis.

(c)Notwithstanding any other section of Article VI, the City is required to and shall make contributions to each 401(a) plans and the 457 plan as described in each plan document, respectively.

SECTION 3: Codification. Specific authority is hereby granted to the City Clerk to codify and incorporate this Ordinance in the existing Code of Ordinances of the City of Port Orange.

SECTION 4: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 5: If any provisions of this ordinance or the application thereof to any person or circumstance are held invalid by a court of competent jurisdiction, 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 6: This ordinance shall become effective upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading, this ____ day of _____, 2019.

Passed and adopted on second and final reading, this ____ day of _____, 2019.

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

[CA6641]

**CITY OF PORT ORANGE GENERAL EMPLOYEES
DEFINED BENEFIT RETIREMENT PLAN**

STATEMENT OF ACTUARIAL IMPACT

March 26, 2019
(Page 1 of 1)

The City Council of the City of Port Orange is considering the adoption of an Ordinance amending the City of Port Orange General Employees Defined Benefit Retirement Plan (DBRP).

A review of the changes was prepared by Plan Actuary David G. Leonard, A.S.A. to determine the cost for the proposed changes, as outlined below. (Note there is no impact from Section 2.)

The proposed change to the plan in Section 1 that will be considered is as follows:

Ordinance No. 2019-6 (Code of Ordinances Sec. 54-157)

General employees who are represented by a bargaining unit and who are hired after the effective date of this Ordinance No. 2019-6 shall participate in the city general employees' defined contribution retirement plan as set forth in section 54-175. The city general employees' defined benefit retirement plan as set forth in sections 54-146 through 54-174, inclusive, shall be closed to new members after the effective date of this Ordinance No. 2019-6.

The direct effect of this change in the eligibility to enter the plan is anticipated to be no change to the cost of benefits for those currently participating in the plan. This is because the proposed change does not impact the participation or benefits of those already in the plan, and because our actuarial assumptions are designed to provide a level percentage of payroll, with each assumption deemed to be reasonable and attainable.

With that said, the overall long term impact on the entire plan will be the foregoing of potential decreases in the cost to the City for pension benefits that would have been earned by new members that would bring down the average cost of the plan's benefits.

Because the current DBRP plan formula and ancillary benefits for new members are less valuable than those enjoyed by the larger base of existing active members from prior to October 1, 2012, new members naturally reduce the average cost of the plan.

The actual cost of benefits for potential new members to the DBRP depends on many factors, but the primary factor among those is the age at hire. Given a spread of potential ages for new members from 25 to 55, the current plan formula should produce employer costs ranging from 0% to approximately 9% of salary. This assumes a constant 5% discount rate.

Our conclusion is that there is no impact to the DBRP directly from the proposed changes that would be made to the City's Ordinances, however the cost of ICMA benefits for new members could be from 1% to 13% greater than what would have been incurred under the DBRP.

This Statement of Actuarial Impact has been prepared pursuant to Chapter 112, Section 112.63(3), Florida Statutes, and in our opinion, the amendment to the Plan to adopt the above changes is in compliance with Part VII, Chapter 112, Florida Statutes and Section 14, Article X, of the Florida State Constitution.



David G. Leonard, A.S.A.
Actuary for the Plan (EA 17-3604)

Chairman, Retirement Comm.

ICMA RETIREMENT CORPORATION

GOVERNMENTAL MONEY PURCHASE PLAN & TRUST ADOPTION AGREEMENT



**ICMA RETIREMENT CORPORATION
GOVERNMENTAL MONEY PURCHASE PLAN & TRUST
ADOPTION AGREEMENT**

Plan Number 109110 ____

The Employer hereby establishes a Money Purchase Plan and Trust to be known as CITY OF PORT ORANGE (FPDP)
(the "Plan") in the form of the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust.

This Plan is an amendment and restatement of an existing defined contribution money purchase plan.

☒ Yes

☐ No

If yes, please specify the name of the defined contribution money purchase plan which this Plan hereby amends and restates:

CITY OF PORT ORANGE (FPDP)

I. Employer: CITY OF PORT ORANGE (FPDP)

II. Effective Dates

- ☒ 1. **Effective Date of Restatement.** If this document is a restatement of an existing plan, the effective date of the Plan shall be January 1, 2007 unless an alternate effective date is hereby specified: _____

(Note: An alternate effective date can be no earlier than January 1, 2007.)

- ☐ 2. **Effective Date of New Plan.** If this is a new Plan, the effective date of the Plan shall be the first day of the Plan Year during which the Employer adopts the Plan, unless an alternate Effective Date is hereby specified:

3. **Special Effective Dates.** Please note here any elections in the Adoption Agreement with an effective date that is different from that noted in 1. or 2. above.

(Note provision and effective date.)

III. Plan Year will mean:

☐ The twelve (12) consecutive month period which coincides with the limitation year. (See Section 5.03(f) of the Plan.)

☒ The twelve (12) consecutive month period commencing on 10/01 and each anniversary thereof.

IV. Normal Retirement Age shall be age 55.0 (not to exceed age 65).

Important Note to Employers: Normal Retirement Age is significant for determining the earliest date at which the Plan may allow for in-service distributions. Normal Retirement Age also defines the latest date at which a Participant must have a fully vested right to his/her Account. There are IRS rules that limit the age that may be specified as the Plan's Normal Retirement Age. The Normal Retirement Age cannot be earlier than what is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed. An age under 55 is presumed not to satisfy this requirement, unless the Commissioner of Internal Revenue determines that the facts and circumstances show otherwise.

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good

Whether an age between 55 and 62 satisfies this requirement depends on the facts and circumstances, but an Employer's good faith, reasonable determination will generally be given deference. A special rule, however, applies in the case of a plan where substantially all of the participants in the plan are qualified public safety employees within the meaning of section 72(t)(10)(B) of the Code, in which case an age of 50 or later is deemed not to be earlier than the earliest age that is reasonably representative of the typical retirement age for the industry in which the covered workforce is employed.

V. ELIGIBILITY REQUIREMENTS

1. The following group or groups of Employees are eligible to participate in the Plan:

- ☐ All Employees
☐ All Full Time Employees
☐ Salaried Employees
☐ Non union Employees
☐ Management Employees
☐ Public Safety Employees
☐ General Employees
☒ Other Employees (Specify the group(s) of eligible employees below. Do not specify employees by name. Specific positions are acceptable.) See attached

The group specified must correspond to a group of the same designation that is defined in the statutes, ordinances, rules, regulations, personnel manuals or other material in effect in the state or locality of the Employer. The eligibility requirements cannot be such that an Employee becomes eligible only in the Plan Year in which the Employee terminates employment. **Note:** As stated in Sections 4.07 and 4.08, the Plan may, however, provide that Final Pay Contributions or Accrued Leave Contributions are the only contributions made under the Plan.

2. The Employer hereby waives or reduces the requirement of a twelve (12) month Period of Service for participation. The required Period of Service shall be (write N/A if an Employee is eligible to participate upon employment) N/A.

If this waiver or reduction is elected, it shall apply to all Employees within the Covered Employment Classification.

3. A minimum age requirement is hereby specified for eligibility to participate. The minimum age requirement is N/A (not to exceed age 21. Write N/A if no minimum age is declared.)

VI. CONTRIBUTION PROVISIONS

1. **The Employer shall contribute as follows:** (Choose all that apply, but at least one of Options A or B. If Option A is not selected, Employer must pick up Participant Contributions under Option B.)

Fixed Employer Contributions With or Without Mandatory Participant Contributions. (If Option B is chosen, please complete section C.)

- ☒ A. Employer Contributions. The Employer shall contribute on behalf of each Participant 13% of Earnings or \$ _____ for the Plan Year (subject to the limitations of Article V of the Plan).

Mandatory Participant Contributions

☒ are required ☐ are not required

to be eligible for this Employer Contribution.

- ☐ B. Mandatory Participant Contributions for Plan Participation.

Required Mandatory Contributions. A Participant is required to contribute (subject to the limitations of Article V of the Plan) the specified amounts designated in items (i) through (iii) of the Contribution Schedule below:

☒ Yes ☐ No

Employee Opt-In Mandatory Contributions. Each Employee eligible to participate in the Plan shall be given the opportunity to irrevocably elect to participate in the Mandatory Participant Contribution portion of the Plan by electing to contribute the specified amounts designated in items (i) through (iii) of the Contribution Schedule below for each Plan Year (subject to the limitations of Article V of the Plan):

☐ Yes

☐ No

Contribution Schedule.

(i) 10% of Earnings,

(ii) \$ _____, or

(iii) a whole percentage of Earnings between the range of _____ (*insert range of percentages between 1% and 20% inclusive (e.g., 3%, 6%, or 20%; 5% to 7%)*), as designated by the Employee in accordance with guidelines and procedures established by the Employer for the Plan Year as a condition of participation in the Plan. A Participant must pick a single percentage and shall not have the right to discontinue or vary the rate of such contributions after becoming a Plan Participant.

Employer "Pick up". The Employer hereby elects to "pick up" the Mandatory Participant Contributions¹ (pick up is required if Option A is not selected).

☐ Yes

☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)

☒ C. Election Window (Complete if Option B is selected):

Newly eligible Employees shall be provided an election window of 30 days (no more than 60 calendar days) from the date of initial eligibility during which they may make the election to participate in the Mandatory Participant Contribution portion of the Plan. Participation in the Mandatory Participant Contribution portion of the Plan shall begin the first of the month following the end of the election window.

An Employee's election is irrevocable and shall remain in force until the Employee terminates employment or ceases to be eligible to participate in the Plan. In the event of re-employment to an eligible position, the Employee's original election will resume. In no event does the Employee have the option of receiving the pick-up contribution amount directly.

2. The Employer may also elect to contribute as follows:

☐ A. Fixed Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant % of Earnings for the Plan Year (subject to the limitations of Article V of the Plan) for each Plan Year that such Participant has contributed % of Earnings or \$ _____. Under this option, there is a single, fixed rate of Employer contributions, but a Participant may decline to make the required Participant contributions in any Plan Year, in which case no Employer contribution will be made on the Participant's behalf in that Plan Year.

☐ B. Variable Employer Match of Voluntary After-Tax Participant Contributions. The Employer shall contribute on behalf of each Participant an amount determined as follows (subject to the limitations of Article V of the Plan):

 % of the Voluntary Participant Contributions made by the Participant for the Plan Year (not including Participant contributions exceeding % of Earnings or \$ _____);

¹ Neither an IRS advisory letter nor a determination letter issued to an adopting Employer is a ruling by the Internal Revenue Service that Participant contributions that are "picked up" by the Employer are not includable in the Participant's gross income for federal income tax purposes. Pick-up contributions are not mandated to receive private letter rulings; however, if an adopting employer wishes to receive a ruling on pick-up contributions they may request one in accordance with Revenue Procedure 2012-4 (or subsequent guidance).

PLUS _____% of the contributions made by the Participant for the Plan Year in excess of those included in the above paragraph (but not including Voluntary Participant Contributions exceeding in the aggregate _____% of Earnings or \$ _____).

Employer Matching Contributions on behalf of a Participant for a Plan Year shall not exceed \$ _____ or _____% of Earnings, whichever is _____ more or _____ less.

3. Each Participant may make a voluntary (unmatched), after tax contribution, subject to the limitations of Section 4.05 and Article V of the Plan:

☐ Yes

☐ No (***"No" is the default provision under the Plan if no selection is made.***)

4. Employer contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

WEEKLY or BIWEEKLY

5. Participant contributions for a Plan Year shall be contributed to the Trust in accordance with the following payment schedule (no later than the 15th day of the tenth calendar month following the end of the calendar year or fiscal year (as applicable depending on the basis on which the Employer keeps its books) with or within which the particular Limitation year ends, or in accordance with applicable law):

WEEKLY or BIWEEKLY

6. In the case of a Participant performing qualified military service (as defined in Code section 414(u)) with respect to the Employer:

- A. Plan contributions will be made based on differential wage payments:

☐ Yes

☒ No (***"Yes" is the default provision under the Plan if no selection is made.***)

If yes is selected, this is effective beginning January 1, 2009 unless another later effective date is filled in here:

- B. Participants who die or become disabled will receive Plan contributions with respect to such service:

☐ Yes

☒ No (***"No" is the default provision under the Plan if no selection is made.***)

If yes is selected, this is effective for participants who died or became disabled while performing qualified military service on or after January 1, 2007, unless another later effective date is filled in here:

VII. EARNINGS

Earnings, as defined under Section 2.09 of the Plan, shall include:

1. Overtime
☐ Yes ☒ No
2. Bonuses
☐ Yes ☒ No
3. Other Pay (specifically describe any other types of pay to be included below)

VIII. ROLLOVER PROVISIONS

1. The Employer will permit rollover contributions in accordance with Section 4.12 of the Plan:
☒ Yes ☐ No (*"Yes" is the default provision under the Plan if no selection is made.*)
2. Direct rollovers by non-spouse beneficiaries are effective for distributions after 2006 unless the Plan delayed making them available. If the Plan delayed making such rollovers available, check the box below and indicate the later effective date in the space provided.

☐ Effective Date is _____.

(Note: Plans must offer direct rollovers by non-spouse beneficiaries no later than plan years beginning after December 31, 2009.)

IX. LIMITATION ON ALLOCATIONS

If the Employer maintains or ever maintained another qualified plan in which any Participant in this Plan is (or was) a participant or could possibly become a participant, the Employer hereby agrees to limit contributions to all such plans as provided herein, if necessary in order to avoid excess contributions (as described in Section 5.02 of the Plan).

1. If the Participant is covered under another qualified defined contribution plan maintained by the Employer, the provisions of Section 5.02(a) through (e) of the Plan will apply unless another method has been indicated below.
☐ Other Method. (Provide the method under which the plans will limit total Annual Additions to the Maximum Permissible Amount, and will properly reduce any excess amounts, in a manner that precludes Employer discretion.)

2. The Limitation Year is the following 12 consecutive month period: _____
3. Unless the Employer elects a delayed effective date below, Article 5 of the Plan will apply to limitations years beginning on or after July 1, 2007. _____

(The effective date listed cannot be later than 90 days after the close of the first regular legislative session of the legislative body with authority to amend the plan that begins on or after July 1, 2007.)

X. VESTING PROVISIONS

The Employer hereby specifies the following vesting schedule, subject to (1) the minimum vesting requirements and (2) the concurrence of the Plan Administrator. (For the blanks below, enter the applicable percent – from 0 to 100 (with no entry after the year in which 100% is entered), in ascending order.)

Period of Service Completed	Percent Vested
Zero	100 %
One	100 %
Two	100 %
Three	100 %
Four	100 %
Five	100 %
Six	100 %
Seven	100 %
Eight	100 %
Nine	100 %
Ten	100 %

XI. WITHDRAWALS AND LOANS

1. In-service distributions are permitted under the Plan after a participant attains (select one of the below options):

- ☐ Normal Retirement Age
☒ Age 70½ (*“70½” is the default provision under the Plan if no selection is made.*)
☐ Alternate age (after Normal Retirement Age): _____
☐ Not permitted at any age

2. A Participant shall be deemed to have a severance from employment solely for purposes of eligibility to receive distributions from the Plan during any period the individual is performing service in the uniformed services for more than 30 days.

- ☐ Yes ☒ No (*“Yes” is the default provision under the plan if no selection is made.*)

3. Tax-free distributions of up to \$3,000 for the direct payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan.

- ☐ Yes ☒ No (*“No” is the default provision under the Plan if no selection is made.*)

4. In-service distributions of the Rollover Account are permitted under the Plan, as provided in Section 9.07.

- ☐ Yes ☒ No (*“No” is the default provision under the Plan if no selection is made.*)

5. Loans are permitted under the Plan, as provided in Article XIII of the Plan:

- ☐ Yes ☒ No (*“No” is the default provision under the Plan if no selection is made.*)

XII. SPOUSAL PROTECTION

The Plan will provide the following level of spousal protection (select one):

- ☐ 1. Participant Directed Election. The normal form of payment of benefits under the Plan is a lump sum. The Participant can name any person(s) as the Beneficiary of the Plan, with no spousal consent required.
- ☒ 2. Beneficiary Spousal Consent Election (Article XII). The normal form of payment of benefits under the Plan is a lump sum. Upon death, the surviving spouse is the Beneficiary, unless he or she consents to the Participant's naming another Beneficiary. (*"Beneficiary Spousal Consent Election" is the default provision under the Plan if no selection is made.*)
- ☐ 3. QJSA Election (Article XVII). The normal form of payment of benefits under the Plan is a 50% qualified joint and survivor annuity with the spouse (or life annuity, if single). In the event of the Participant's death prior to commencing payments, the spouse will receive an annuity for his or her lifetime. (If C is selected, the spousal consent requirements in Article XII also will apply.)

XIII. FINAL PAY CONTRIBUTIONS

The Plan will provide for Final Pay Contributions if either 1 or 2 below is selected.

The following group of Employees shall be eligible for Final Pay Contributions:

- ☒ All Eligible Employees
- ☐ Other: _____

Final Pay shall be defined as (select one):

- ☐ A. Accrued unpaid vacation
- ☐ B. Accrued unpaid sick leave
- ☒ C. Accrued unpaid vacation and sick leave
- ☐ D. Other (*insert definition of Final Pay – must be leave that Employee would have been able to use if employment had continued and must be bona fide vacation and/or sick leave*):

- ☐ 1. **Employer Final Pay Contribution.** The Employer shall contribute on behalf of each Participant _____ % of Final Pay to the Plan (subject to the limitations of Article V of the Plan).
- ☒ 2. **Employee Designated Final Pay Contribution.** Each Employee eligible to participate in the Plan shall be given the opportunity at enrollment to irrevocably elect to contribute ____ % (insert fixed percentage of final pay to be contributed) or up to 100 % (insert maximum percentage of final pay to be contributed) of Final Pay to the Plan (subject to the limitations of Article V of the Plan).

Once elected, an Employee's election shall remain in force and may not be revised or revoked.

XIV. ACCRUED LEAVE CONTRIBUTIONS

The Plan will provide for accrued unpaid leave contributions annually if either 1 or 2 is selected below.

The following group of Employees shall be eligible for Accrued Leave Contributions:

- ☒ All Eligible Employees
☐ Other: _____

Accrued Leave shall be defined as (select one):

- ☐ A. Accrued unpaid vacation
☐ B. Accrued unpaid sick leave
☒ C. Accrued unpaid vacation and sick leave
☐ D. Other (insert definition of accrued leave that is bona fide vacation and/or sick leave):

- ☐ 1. **Employer Accrued Leave Contribution.** The Employer shall contribute as follows (choose one of the following options):

- ☐ For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant the unused Accrued Leave in excess of _____ (insert number of hours/days/weeks (circle one)) to the Plan (subject to the limitations of Article V of the Plan).
☐ For each Plan Year, the Employer shall contribute on behalf of each Eligible Participant _____% of unused Accrued Leave to the Plan (subject to the limitations of Article V of the Plan).

- ☒ 2. **Employee Designated Accrued Leave Contribution.**

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of accrued unpaid leave to be contributed) or up to 100 % (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.

- XV. The Employer hereby attests that it is a unit of state or local government or an agency or instrumentality of one or more units of state or local government.

- XVI. The Employer understands that this Adoption Agreement is to be used with only the ICMA Retirement Corporation Governmental Money Purchase Plan and Trust. This ICMA Retirement Corporation Governmental Money Purchase Plan and Trust is a restatement of a previous plan, which was submitted to the Internal Revenue Service for approval on April 2, 2012, and received approval on March 31, 2014.

The Plan Administrator hereby agrees to inform the Employer of any amendments to the Plan made pursuant to Section 14.05 of the Plan or of the discontinuance or abandonment of the Plan. The Employer understands that an amendment(s) made pursuant to Section 14.05 of the Plan will become effective within 30 days of notice of the amendment(s) unless the Employer notifies the Plan Administrator, in writing, that it disapproves of the amendment(s). If the Employer so disapproves, the Plan Administrator will be under no obligation to act as Administrator under the Plan.

- XVII. The Employer hereby appoints the ICMA Retirement Corporation as the Plan Administrator pursuant to the terms and conditions of the ICMA RETIREMENT CORPORATION GOVERNMENTAL MONEY PURCHASE PLAN & TRUST.

The Employer hereby agrees to the provisions of the Plan and Trust.

XVIII. The Employer hereby acknowledges it understands that failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

XIX. An adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under section 401 of the Internal Revenue Code to the extent provided in applicable IRS revenue procedures and other official guidance.

In Witness Whereof, the Employer hereby causes this Agreement to be executed on this _____ day of _____, 20_____.

EMPLOYER

ICMA RETIREMENT CORPORATION
777 North Capitol St., NE Suite 600
Washington, DC 20002
800-326-7272

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Attest: _____

Attest: _____



ICMA RETIREMENT CORPORATION
777 NORTH CAPITOL STREET, NE | WASHINGTON, DC 20002-4240
800-669-7400
WWW.ICMARC.ORG
BRC000-214-21268-201405-W1303

401(A) Plan 109110 Adoption Agreement Adjustments

Section V. ELIGIBILITY REQUIREMENTS should read as such:

Administrative officials who are not members of a defined benefit plan. Administrative Officials include the assistant city manager, community development director, parks and recreation director, administrative services director, police chief, fire chief, public utilities director, public works director, finance director, heads of departments, and any other employees in future equivalent type positions reporting to the city manager.

Section XIV. ACCRUED LEAVE CONTRIBUTIONS 2. Employee Designated Accrued Leave Contribution Should read as such:

Each eligible Participant shall be given the opportunity at enrollment to irrevocably elect to contribute _____% (insert fixed percentage of accrued unpaid leave to be contributed) or up to 100 % **of the allowable amount** (insert maximum percentage of accrued unpaid leave to be contributed) of Accrued Leave to the Plan (subject to the limitations of Article V of the Plan). Once elected, an Employee's election shall remain in force and may not be revised or revoked.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 4/16/2019

Consent item: No

SUBJECT: (H18) Second Reading - Ordinance No. 2019-14 - First Amendment to the Catfish Commons Planned Commercial Development (PCD) Master Development Agreement (MDA) and Conceptual Development Plan (CDP), Case No. 19-40000001

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance 2019-14, approving the First Amendment to the Catfish Commons Planned Commercial Development (PCD) Master Development Agreement (MDA) and Conceptual Development Plan (CDP).

SUMMARY: Planning Commission Action (2/18/19): Recommended Approval

The applicants, Brendan and Shannon Galbreath, request approval of the First Amendment to the Catfish Commons Planned Commercial Development (PCD) Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The PCD property includes 4108 Halifax Drive (Halifax property) and 4085 Ridgewood Avenue (Ridgewood property) and is located in the Port Orange Town Center Community Redevelopment Area (CRA). The applicants are requesting the following in their proposed amendment to the original MDA:

- 1.Allow one mobile retail unit to be located at 4085 Ridgewood Avenue. A mobile retail unit or “fashion truck” sells merchandise such as trendy clothing, women’s and men’s accessories, children’s toys, crafts made locally, dog accessories, etc. which are displayed and sold from the mobile unit.;
- 2.Construct a residential unit above the existing entry feature at 4108 Halifax Drive to serve as a residence for any business owner/manager of a business within the PCD; and
- 3.Waiver of the application fees associated with future amendments to the MDA or CDP for the Catfish Commons PCD. According to the applicants, the fee waiver request is intended to be an incentive to continue to invest in properties within the PCD and potentially include additional adjacent properties into the PCD in the future. The waiver is only intended to be for the initial cost of determining if expanding the boundaries and uses within the PCD area are feasible. The waiver would not include any required legal advertising fees, site plan or subdivision application fees, building permit fees, or impact fees.

The Catfish Commons PCD was approved in 2012 to provide the framework that would allow for a multi-use commercial project that provides an opportunity for a commercial

development with associated site improvements. The proposed amendment to include the mobile retail unit and additional dwelling unit are consistent with the existing PCD zoning.

In accordance with the Planning Commission recommendation, the proposed MDA Amendment was updated prior to the City Council meeting to clarify that the mobile retail unit allows for retail sales and services as defined by the City's Land Development Code, and to add "Exhibit C" to the MDA showing general examples of mobile retail trucks.

The Staff Report is attached for additional information.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ord. No. 2019-14	Ord. No. 2019-14.pdf
2.	Ord. No. 2019-14 Exhibit 1	Ord. No. 2019-14 Exhibit 1.pdf
3.	Staff Report	Staff Report.pdf

Penelope Cruz

Created/Initiated - 3/26/2019

ORDINANCE NO. 2019-14

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR CATFISH COMMONS PLANNED COMMERCIAL DEVELOPMENT AND CONCEPTUAL DEVELOPMENT PLAN FOR APPROXIMATELY +/-1.53 ACRES GENERALLY LOCATED AT 4085 RIDGEWOOD AVENUE AND 4108 HALIFAX DRIVE; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into the First Amendment to the Master Development Agreement for Catfish Commons Planned Commercial Development (“MDA”) and Conceptual Development Plan (“CDP”); (hereinafter referred to as the “First Amendment”); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the First Amendment; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has considered and forwarded a recommendation to the City Council regarding the proposed First Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the approval of the First Amendment.

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 approve the First Amendment (attached hereto as **Exhibit “1”**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said First Amendment.

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 _____, 2019

Passed and adopted on second and final reading on the day of _____, 2019

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

Exhibit "1"

FIRST AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR CATFISH COMMONS PLANNED COMMERCIAL DEVELOPMENT

This Agreement, entered into by and between the CITY OF PORT ORANGE, a Florida municipal corporation whose address is 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter referred to as the "City"); and Brendan and Shannon Galbreath (husband and wife), having a mailing address of 4190 Halifax Drive, Port Orange, Florida 32127; (collectively referred to as "Property Owners"), constitutes the First Amendment to the Master Development Agreement for the Catfish Commons Planned Commercial Development (hereinafter referred to as the "First Amendment").

WHEREAS, the Property Owners are the owners of the property described in **Exhibit "A"**, which is attached hereto and by reference made a part hereof (the "Property"); and

WHEREAS, The City and the Property Owners previously entered into an agreement and covenant to bind their successors and assigns to the terms and provisions of a development agreement entitled "Master Development Agreement Catfish Commons Planned Commercial Development" (hereinafter referred to as the "MDA"), recorded in Official Records Book 6784, Page 970, Public Records of Volusia County, Florida, which included the Property, and

WHEREAS, the City and the Property Owners have opted to amend the operation and effect of the MDA as applied to the Property by creating and agreeing to a "First Amendment to the Master Development Agreement Catfish Commons Planned Commercial Development," (hereinafter referred to as "First Amendment"), and

NOW, THEREFORE, the City and the Property Owners hereby agree as follows:

1. The premises stated above are true, correct and form a material part of the First Amendment.
2. Paragraph 3. of the MDA incorporates the Conceptual Development Plan ("CDP") as **Exhibit "B"** which shall be replaced with **Exhibit "B"** of this First Amendment attached hereto and incorporated herein by reference.
3. Paragraph 5, "PERMITTED USES", Section A of the MDA is hereby amended to read as follows:
 - A. 4085 Ridgewood Avenue:
Uses allowed within the Ridgewood Development ("RD") zoning district shall be permitted. Farmers Market, outdoor movies, bike and run race staging (Special Events would need to be approved per the Code of Ordinances), Mobile Retail (for

retail sales and services as defined in the City's LDC, see **Exhibit "C"**) and volleyball shall be permitted accessory uses to the principle use. Farmers Market must close by 12:00 pm each day. Sports/activities shall be held within the limits of the Event Lawn as shown on the CDP. Uses shall be in compliance with the Riverwalk Overlay District (Ch. 17 of the LDC)

4. Paragraph 5, "PERMITTED USES", is hereby amended to add a new subparagraph:

C. 4106 Halifax Drive (above existing Entry Feature):
One residential rental unit with no minimum or maximum rental time period to be occupied only by the business owner or manager of a business located within the Property.

5. Paragraph 6, "DIMENSIONAL REQUIREMENTS", of the MDA is hereby amended to read as follows:

Building Setbacks for 4085 Ridgewood Ave. and 4108 Halifax Dr.

Maximum Building Coverage: 35%

Minimum Open Space: 30%

Min Building Setbacks

Ridgewood Avenue – 10'

West side of Halifax Drive – 40'*

Side – 5' **

Rear - 10'**

* Setback may be reduced to 10' once all the properties located on Halifax Drive, between Dunlawton Avenue and Meeker Place have been rezoned to a commercial or mixed-use zoning district.

**Commercial building setbacks adjoining residential zoning shall be equal to or greater than the building height

Building Setbacks for 4106 Halifax Dr.

West of Halifax Drive – 40'

North side – 5'

South - 20'

Rear – 8'

Maximum Height - 35'

6. Paragraph 9, "ARCHITECTECTUAL/DESIGN STANDARDS", of the MDA is hereby amended to add a new subparagraph:

C. The architectural design requirement for 4106 Halifax Drive shall defer back to Chapter 14 of the LDC.

7. Paragraph 10, “PARKING AND ACCESS DRIVES”, Sections C and D of the MDA is hereby amended to read as follows:

- C. Per Case No., (11-70000002), the Property provides ~~3529~~ “off-site” parking spaces for 4009 Halifax Drive.
- D. The one-way drive shown on the CDP shall be a minimum of 10-feet wide and is for circulation of traffic from Halifax Drive to the parking lot and then onto Ridgewood Avenue. Vehicles are not permitted to exit onto Halifax Drive.

8. Paragraph 10, “PARKING AND ACCESS DRIVES”, of the MDA is hereby amended to add the following subparagraph:

- G. The residential rental unit on 4106 Halifax Drive shall have a parking ratio of 1 space for 1 unit.
- H. Mobile retail parking ratio shall be 3 spaces for 1 unit.

- 9 Paragraph 15, “PHASING”, of the MDA is hereby amended to read as follows:

The Property may be re-developed in multi-phases or as a single phase as shown on the CDP. The phases may be developed in any order.

- Event lawn
- 4108 Halifax Drive conversion to commercial
- Development of single residential rental unit above the existing entry feature
- Floating dock
- Mobile retail

10. Paragraph 17 “EFFECTIVE DATE AND EXPIRATION”, Section B is hereby amended to read as follows:

- B. Development of the Catfish Commons Planned Commercial Development shall be complete within ten (10) years from the date of execution of this First Amendment unless it is extended by mutual agreement of the parties. Failure to comply with the established schedule shall cause the Agreement to lapse. The term “Development” is defined by the LDC.

11. The MDA is hereby further amended to add a new paragraph, “Section 23”:

23. WAIVER OF FUTURE CITY SUBMITTAL FEES

All city development review application and resubmittal fees for additional Planned Commercial Development Rezoning and MDA Amendments are hereby waived when Property Owners request to bring contiguous properties that are within, or are under contract to be within, their ownership into the Catfish Commons Planned Commercial Development.

12. This Agreement shall be effective upon recording by the City at the Developer's expense in the Public Records of Volusia County, Florida.
13. This First Amendment shall be recorded in the Public Records of Volusia County, Florida, at the Developer's expense.
14. The MDA and CDP, as previously enacted, and shall remain in full force and effect except with respect to those matters specifically amended by this First Amendment.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.]

IN WITNESS WHEREOF, the parties have executed this First Amendment, by and through their duly authorized representatives, on the respective dates below.

WITNESSES:

**CITY OF PORT ORANGE, a Florida
municipal corporation**

Printed Name

Printed Name

Printed Name

Printed Name

By: _____
Donald O. Burnette, Mayor
1000 City Center Circle
Port Orange, FL 32129

Attest: _____
Robin Fenwick, City Clerk, CMC

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Donald O. Burnette, Mayor of the City of Port Orange, Florida, a Florida Municipal Corporation, on behalf of the City. He is personally known to me and did not take an oath.

Type, Print or Stamp Name
My commission expires:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Robin Fenwick, City Clerk, of the City of Port Orange, Florida, a Florida Municipal Corporation, on behalf of the City. She is personally known to me and did not take an oath.

Type, Print or Stamp Name
My commission expires:

Witnesses:

Date: _____
Printed Name

Printed Name

Date: _____
Printed Name

Printed Name

Property Owners

By: Brendan Galbreath

By: Shannon Galbreath

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2019,
by Brendan and Shannon Galbreath, Property Owners. They are personally known to me and
did not take an oath.

Type, Print or Stamp Name
My commission expires:

EXHIBIT A
Legal Description

LEGAL DESCRIPTION AS FURNISHED:

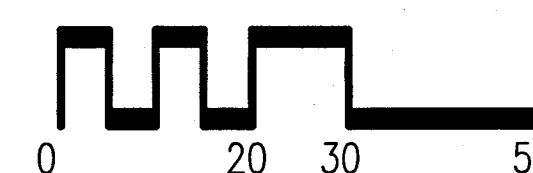
THE SOUTHERLY 145 FEET OF LOT 5B, EXCEPT THE NORTHERLY 75 FEET OF THE EASTERLY 190 FEET THEREOF, AND EXCEPT THE SOUTHERLY 70 FEET OF THE EASTERLY 210 FEET THEREOF, ASSESSOR'S SUBDIVISION OF THE ELIZABETH BUNCH GRANT IN PORT ORANGE, AS PER MAP RECORDED IN MAP BOOK 3, PAGE 128, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. EXCEPT THE WESTERLY 10 FEET DEEDED FOR ROAD RIGHT OF WAY. AND THE ESTERLY 150 FEET OF LOT 5A AND THE NORTHERLY 5 FEET OF THE WESTERLY 150 FEET OF LOT 5B, ASSESSORS SUBDIVISION OF ELIZABETH BUNCH GRANT, AS PER MAP IN MAP BOOK 3, PAGE 128, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM A TRIANGULAR PORTION IN THE SOUTHWEST CORNER THEREOF TAKEN FOR WIDENING OF U.S. HIGHWAY #1. LESS AND EXCEPT ANY PORTION OF THE ABOVE PROPERTIES THAT LIE WITHIN THE ROAD RIGHT OF WAY OF U.S. HIGHWAY #1 AS NOW LAID OUT AND IN USE. VOLUSIA COUNTY PROPERTY APPRAISERS PARCEL ID NO. 6341-O4-05-0020.

THE NORTHERLY 75 FEET OF THE EASTERLY 190 FEET MEASURED FROM THE SEAWALL BOUNDED ON THE HALIFAX RIVER, OF THE SOUTHERLY 145 FEET OF LOT 5-B, ASSESSOR'S SUBDIVISION OF THE ELIZABETH BUNCH GRANT, ACCORDING TO THE PLAT THEREOF, RECORDED IN PLAT BOOK 3, PAGE 128, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

HATCHED AREA —
IS 10'x20' FUTURE
PUBLIC ACCESS FOR
A BUS SHELTER AND
CONSTRUCTION OF A
BUS SHELTER

R=11509.20' (FDOT & F.M.)
L=5.20'
DELTA=00°01'33"
CB=N26°36'54"W
C=5.20'

GRAPHIC SCALE IN FEET
SCALE 1"=20'



LEGEND

- | | |
|---|--------------------------------------|
| 7.20 | EXISTING ELEVATIONS |
|  | EXISTING ELEVATIONS |
|  | DRAINAGE FLOW DIRECTION |
|  | TRAFFIC FLOW DIRECTION |
|  | EXISTING CONTOURS |
|  | EXISTING CONTOURS |
|  | EXISTING WALL MOUNTED EXTERIOR LIGHT |
|  | EXISTING SILT FENCE |
|  | 4' HIGH PVC FENCE |

HALIFAX RIVER

TOTAL SITE AREA = 1.53 ACRES

11-27-18			
2-8-13	city comments		dj
1-28-13	city comments		
Revised	Description of Revision		Rv

Daniel Johns, P.E.

Professional Engineers
3869 S. Nova Rd. - Suite 3 Port Orange, Florida 32127-1111
phone 386-756-8582 e-mail dan.johns@dienengineers.com/c

EXHIBIT B - CONCEPTUAL DEVELOPMENT PLAN

CATFISH COMMONS

Port Orange, Volusia County, Florida

EXHIBIT B - CONCEPTUAL DEVELOPMENT PLAN

file: *	date: 11-2012	scale: 1"=20'	sheet 111 of 111
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EXHIBIT C

General examples of mobile retail unit appearance





STAFF REPORT

FIRST AMENDMENT TO THE CATFISH COMMONS PCD MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN CASE NO. 19-40000001

REQUEST:	Amend the Catfish Commons Planned Commercial Development (PCD) Master Development Agreement (MDA) and Conceptual Development Plan (CDP)
LOCATION:	4085 Ridgewood Ave. & 4108 Halifax Dr. (Location Map - Figure 1)
OWNERS/APPLICANTS:	Brendan and Shannon Galbreath
PLANNING COMMISSION RECOMMENDATION:	Approval (February 28, 2019)
STAFF RECOMMENDATION:	Approval, subject to direction on the policy issue to waive PCD application fees
STAFF CONTACT:	Gwen Perney, Planner (386) 506-5673
CITY COUNCIL DATE:	April 2, 2019

DISCUSSION

The proposed First Amendment to the Catfish Commons Planned Commercial Development (PCD) Master Development Agreement (MDA) and Conceptual Development Plan (CDP) is to allow a mobile retail unit to be positioned at 4085 Ridgewood Avenue, a residential unit above the entry feature at 4108 Halifax Drive to serve as a residence for any business owner/manager of a business within the PCD, and to waive fees associated with future amendments to the MDA or CDP for the PCD property (MDA and CDP – Exhibit 1).

Figure 1. Location of Catfish Commons PCD



The Catfish Commons PCD was approved in 2012 to provide the framework that would allow for a multi-use commercial project that provides an opportunity for a commercial development with associated site improvements along with non-motorized watercraft activities, farmers market, and an outdoor entertainment and staging area for special events.

The PCD consists of two lots: 4108 Halifax Drive (Halifax property) and 4085 Ridgewood Avenue (Ridgewood property) and is located in the Port Orange Town Center Community Redevelopment Area (CRA). The Ridgewood Avenue property is a commercial site (currently La Cantina Cocina restaurant) and also serves as an off-site parking lot for Aunt Catfish's restaurant (4009 Halifax Drive). The Halifax Drive property is developed with a single-family dwelling currently being used as a private residence and a one-way access drive connecting Halifax Drive to the off-site parking lot and Ridgewood Avenue.

According to the applicants, the proposed first amendment is to allow a mobile retail unit to be positioned at 4085 Ridgewood Avenue, a residential unit above the entry feature at 4108 Halifax Drive to serve as a residence for any business owner/manager of a business within the PCD, and to waive fees associated with future amendments to the MDA or CDP for the PCD property. The following is an analysis of the applicants' requests proposed in the first amendment.

Mobile Retail Unit:

If approved, the first amendment would establish "mobile retail unit" as a permitted use in the PCD (Example of a mobile retail unit – Figure 2). This use would be restricted to the property at 4085 Ridgewood Avenue and with this proposed amendment, only one space is designated for one unit on the CDP. According to the applicant, the mobile retail unit or "fashion truck" concept started about five years ago in larger cities and is spreading across the country. Typically, a mobile retail unit or "fashion truck" sells merchandise such as trendy clothing, women's and men's accessories, children's toys, crafts made locally, dog accessories, etc. which are displayed and sold from the mobile unit. If this use is successful, the applicant would need to amend the MDA and CDP to allow for additional units to be located within the PCD.

Figure 2. Example of a Mobile Retail Unit



The applicants have designated an area at 4085 Ridgewood Avenue where one mobile retail unit can be parked for an unlimited amount of time and sell merchandise. The applicants have stated that mobile retailers rely heavily on social media to let customers know where the mobile unit will be set up and does not need road frontage. The applicants also anticipate that this use will bring people down to the area who may visit other businesses in the area. In addition, a mobile retail unit at this location would also serve customers visiting Aunt Catfish's and La Cantina Cocina, since it would be parked near the parking lot shared by these restaurants.

The list of permitted uses currently allowed at 4085 Ridgewood Avenue are the same list of permitted uses for the Ridgewood Development zoning district in the LDC, which includes retail sales and services. Mobile Retail Unit is considered a separate use from Retail Sales and Services because it is not located in a permanent structure. The mobile retail unit can leave the site if the business owner has an event in another location. Additionally, should the current intended business owner of the mobile retail unit vacate the PCD permanently, a new mobile retail unit could be established at the location designated on the CDP.

Second Dwelling Unit for a business owner/manager of a business in the PCD

If approved, the proposed amendment would allow two dwelling units to be located at 4108 Halifax Drive. The applicants intend to renovate the entrance feature to include a second-floor dwelling unit that could only be rented to a business owner or manager of a business located in the PCD, including the mobile retail unit business (Picture of the existing entrance feature – Figure 3).

Currently there is a single-family house at 4108 Halifax Drive that is being used as a private residence. The use of the existing residence as a business owner/manager unit was established as a permitted use in the original Catfish Commons PCD MDA. The business owner/manager occupancy provision is currently allowed by the Land Development Code for all properties zoned Ridgewood Development (RD). If approved, a building permit that complies with all other requirements of the LDC and adopted building and fire codes will be required to renovate the entry feature and construct the second dwelling unit.

Figure 3. Existing entrance feature structure



Development Application Fee Waiver

The applicant is requesting to add an application fee waiver section to the MDA. If approved, the fee waiver would apply to application and resubmittal review fees for future PCD rezonings to add contiguous property into the Catfish Commons PCD, and future MDA and CDP amendments. The waiver **would not** include any required legal advertising fees, site plan or subdivision application fees, building permit fees, or impact fees.

In 2001, the City Council approved an ordinance that provided fee waivers to all businesses that had frontage along Ridgewood Avenue, including properties zoned Ridgewood Development and PCD, in order to encourage redevelopment and investment in projects along the corridor. In 2006, the City Council at that time declined to extend the fee waivers beyond the 2006 sunset date. The 3-story Clark Office Building and Tavern In The Garden property is an example of a project that was completed during that time. In addition, the Ridgewood Corridor Plan (adopted by City Council in 2013) indicates that waving development fees in the Ridgewood Corridor could be used as a way to encourage reinvestment in the corridor. However, at this time an ordinance to waive development fees in the corridor has not been adopted.

According to the applicant, the fee waiver request is intended to be an incentive to continue to invest in properties within the PCD and potentially include additional adjacent properties into the PCD in the future. The waiver is only intended to be for the initial cost of determining if expanding the boundaries and uses within the PCD area are feasible. *The waiving of development review fees is a policy issue that is required to be reviewed and approved by the City Council.*

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The subject property is designated *Commercial* on the City's Future Land Use (FLU) Map. The original PCD zoning district and MDA was found to be consistent with the City's Comprehensive Plan when it was approved in 2012. The proposed Amendment does not change the FLU designation for the PCD property and is consistent with the general intent of the Future Land Use designation and redevelopment goals of the Comprehensive Plan.

RECOMMENDATION

Staff recommends **approval** of the First Amendment to the Catfish Commons PCD Master Development Agreement and Conceptual Development Plan with City Council's direction on the policy issue of the Development Review Application Fee Waiver.

ATTACHMENTS

Exhibit "1" – First Amendment to the Catfish Commons PCD Master Development Agreement and Conceptual Development Plan; subject to direction on the policy issue to waive application fees for PCD amendments



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 4/16/2019

Consent item: No

SUBJECT: (H19) Second Reading - Ordinance No. 2019-15 - LDC
Amendment/Chapter 9, Article, II (Case No. 19-25000001)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance 2019-15, amending Chapter 9, Article, II of the Land Development Code.

SUMMARY: Planning Commission Action (2/28/19): Recommended Approval

At the July 24 Environmental Advisory Board (EAB) meeting, the EAB discussed and recommended modifications to the City's Tree Protection and Landscape requirements in the Land Development Code (LDC). Then, at the October 23, 2018 City Council Workshop, staff presented a summary of the EAB's recommended modifications for discussion and Council direction. Based on the discussion at the workshop, staff was asked to move forward with implementing modifications to the LDC related to tree protection/preservation and landscaping requirements. The proposed LDC amendment is part two in a series of amendments that will be prepared over the next few months.

The proposed amendment adds new mitigation requirements for specimen trees located on a subject property and all trees 6" or greater at DBH (diameter breast height) located in a required right-of-way or property boundary landscape buffer that are being removed.

Tree Mitigation Requirements:

1. The proposed amendment would add language that any tree removed from a required property boundary or right-of-way buffer that is 6" or greater at DBH is required to be mitigated through a payment into the tree mitigation bank or replacement shade trees within the development property. Currently, the LDC allows for the removal of trees within a required landscape buffer, provided there is a specific number of trees within the buffer (new or existing). If new shade trees are planted, eventually over time they will become established and fill in the buffer. However, if more existing vegetation can remain, it could help in providing a denser buffer immediately for a project.
2. The proposed amendment would also add language that a mitigation payment is required for the removal of any specimen tree as part of a development project (site or subdivision). The LDC currently allows for a percentage of specimen trees on a development site to be removed (e.g. 20% to 50%) depending on the number of specimen trees per acre for a specific development site. If approved, the proposed amendment does NOT change the requirements for the percentage of specimen trees

that are to remain, it would only add a requirement that a mitigation payment or replacement trees be installed for any specimen tree removed.

3. There are NO changes being proposed to how historic tree removal permits are processed or mitigation requirements for historic trees with these proposed amendments.

Tree Survey Requirements:

The proposed amendment would establish consistency in the tree survey requirements for both the subdivision and site development applications. Tree surveys include general location of trees, species of the tree based on scientific name, diameter, and sometimes health. Currently, the LDC requires one type of tree survey for a site development application and another type of tree survey for a final subdivision plat development application. If approved, there would be a uniform tree survey requirement in the LDC that would apply to either development application. The proposed amendment does not change the current tree survey code requirement for a site plan, but it does enhance the tree survey requirements and the information provided for a subdivision development application.

The staff report is attached for more information.

Project No.: Funding Account No.:

Presenter: Tim Burman

ATTACHMENTS:

1.	Ord. No. 2019-15	Ord. No. 2019-15.pdf
2.	Staff Report	Staff Report.pdf

Penelope Cruz

Created/Initiated - 3/26/2019

ORDINANCE NO. 2019-15

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA AMENDING THE LAND
DEVELOPMENT CODE CHAPTER 9, RELATING TO
UPDATING REQUIREMENTS FOR TREE SURVEY AND
TREE MITIGATION PAYMENT REQUIREMENTS;
PROVIDING FOR REPEAL OF CONFLICTING
ORDINANCES; PROVIDING FOR SEVERABILITY; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Planning Commission has recommended amendments to the Land Development Code; and

WHEREAS, the proposed amendment would establish consistency in tree survey requirements and establish new mitigation requirements for specimen trees and all trees 6" or greater at DBH (diameter breast height) located in the right-of-way or boundary landscape buffer that are being removed; and

WHEREAS, the proposed amendment is necessary to improve the content of the existing Land Development Code ("Code") in an effort to make the tree survey requirements more uniform and to encourage developers to consider alternative layouts to save more specimen trees; and

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

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

SECTION 1: The City Council of the City of Port Orange hereby amends in part the Land Development Code, City of Port Orange, Florida, Chapter 9, Article II– Tree Preservation, to read as follows:

LAND DEVELOPMENT CODE OF THE CITY OF PORT ORANGE, FLORIDA
Chapter 9, Article II: - Tree Preservation

[No changes to Sections 9 thru 15]

Section 16: **Specimen tree protection requirements.**

- (a) No change to this subsection.
- (b) *Required preservation.* All specimen trees not exempted by this article shall be preserved and protected by the use of tree conservation easements granted to the city. For the purpose of platting new residential subdivisions, tree conservation easements are to be contained wholly on common area maintained by an HOA and never located on an individual residential lot. Said common areas shall be contiguous to a public right-of-way or access easement to ensure public and/or resident benefit or enjoyment. Existing residential properties with tree conservation easements are not required to mitigate for the loss of protected trees that have died or have been destroyed by acts of God. The number of specimen trees required to be preserved on a site shall be determined according to the schedule below. Any specimen tree removal as part of a development application shall require a mitigation payment as specified in subsection 19(f) of this chapter or installation of replacement trees as specified in subsection 19(b) of this chapter. The minimum size of such easement shall be one foot diameter for every one inch diameter at breast height or the dripline of the tree, whichever is greater, unless otherwise approved by the administrative official. A greater size may be required based on canopy size, soil conditions, or other factors that would affect the long-term health of the tree.

Number of Specimen Trees	Minimum Specimen Tree Protection Requirements
Less than 3 per acre	80 percent of all specimen trees
3.0 to 5.0 per acre	65 percent of all specimen trees
5.1 to 8.0 per acre	50 percent of all specimen trees
8.1 or more per acre	4 specimen trees per acre

- (c) *Required replacement.* The administrative official may allow replacement of specimen trees in cases where such trees are diseased or dead. In such cases, the developer may replace the trees according to the city's tree replacement formula specified in subsection 19(b) of this chapter, or may make a contribution to the city's tree bank based on the tree banking formula listed in subsection 19(f) below. Replacement trees allowed under this subsection shall not count toward individual lot requirements. Specimen trees left unprotected by a conservation easement shall not count toward the required specimen tree protection requirements. ~~The accepted national value shall be based upon the Guide for Plant Appraisal, 9th Edition (United States), as amended from time to time.~~

~~Specimen Tree Banking Formula~~

~~12.57 square inches x number of replacement trees x accepted national value per square inch~~

- ~~(d) *Tree survey/final plats and plans.* A tree survey shall be required to locate all specimen and historic trees on the site. The developer of a subdivision shall provide legal mechanisms which insure the protection of specimen trees after building construction has occurred on the site. Such mechanisms may include, but shall not be limited to, conservation easements, common open space, tree protection easements, deed restrictions and homeowner association documents. Such protected trees shall only be removed based on imminent danger caused by death, deterioration or disease.~~
- (ed) *Tree survey/site all development plans applications.* A tree survey shall be required for all site development applications plans. The tree survey shall locate all trees having a caliper of six inches or greater at DBH which are species of specimen trees. The tree survey shall also identify all other trees having a caliper of six inches or greater at DBH which are located within required landscape buffers, along rights-of-way, and within required perimeter buffers. If an area is to be maintained as a natural buffer and will remain undisturbed and located in a designated tree preservation area or conservation easement, then this area may be exempt from the tree survey requirements.

[No changes to Sections 16.5 thru 18]

Section 19: - **Tree replacement or mitigation.**

[No changes to Subsections (a) thru (d)]

- (e) *Tree bank ~~for specimen and historic trees~~.* The city finance director shall establish a separate project account for the tree bank for the deposit of mitigation payments as required in chapter 9, article II. All monies deposited for use as specified in section 19(e) of this article, shall be deposited in a separate project account established and maintained apart from other project accounts of the City of Port Orange. The funds in

said account shall be expended, utilized and disbursed for the planting of trees, and to cover any other ancillary costs including but not limited to, landscaping, sprinkler systems, labor, consultant services and other services or materials necessary and proper for the preservation, maintenance, relocation or restoration of tree ecosystems on any public land within the jurisdiction of the City of Port Orange. These monies may also be utilized to purchase land intended for conservation, tree preservation or public open space.

(f) Tree Mitigation. A mitigation payment into the City's Tree bank shall be required based on the tree banking formula listed below for all specimen trees removed from a development project (site or subdivision) and any tree removed from a required property boundary or right-of-way buffer that is six inches or greater in DBH that is not otherwise being replaced pursuant to section to 19(b).

Tree Banking Formula

12.57 square inches x number of replacement trees × accepted national value per square inch

[No change to Sections 19.5 thru 22.6]

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: The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

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 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 5: This Ordinance shall take effect 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



STAFF REPORT

CASE NO. 19-25000001

LDC Amendment/Chapter 9 – Tree Survey and Tree Mitigation

REQUEST:	To amend the Land Development Code (LDC) Chapter 9, Article II to update the tree survey and tree mitigation payment requirements
APPLICANT:	City of Port Orange
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Briana Conlan-King, Senior Planner (386) 506-5676
PLANNING COMMISSION DATE:	February 28, 2019
CITY COUNCIL DATE:	April 2, 2019

At the July 24 Environmental Advisory Board (EAB) meeting, the EAB discussed and recommended modifications to the City's Tree Protection and Landscape requirements in the Land Development Code (LDC). Then, at the October 23, 2018 City Council Workshop, staff presented a summary of the EAB's recommended modifications for discussion and Council direction. Based on the discussion at the workshop, staff was asked to move forward with implementing modifications to the LDC related to tree protection/preservation and landscaping requirements. The proposed LDC amendment is part two in a series of amendments that will be prepared over the next few months.

Tree Mitigation Requirements:

The proposed amendment adds new mitigation requirements for specimen trees located on a subject property and all trees 6" or greater at DBH (diameter breast height) located in a required right-of-way or property boundary landscape buffer that are being removed.

The proposed amendment would add language that any tree removed from a required property boundary or right-of-way buffer that is 6" or greater at DBH is required to be mitigated through a payment into the tree mitigation bank or replacement shade trees within the development property. The intent of the EAB's recommendation is to encourage developers or site designers to maintain the natural landscape buffers along the perimeter of a site and rights-of-way to provide better transition between new and existing developments or to screen new developments from adjacent rights-of-way. Currently, the LDC allows for the removal of trees within a required landscape buffer, provided there is a specific number of trees within the buffer (new or existing). If new shade trees are planted, eventually over time they will become established and fill in the buffer. However, if more existing vegetation can remain, it could help in providing a denser buffer immediately for a project. Typically, developers remove existing trees within a buffer to construct stormwater improvements, clear site lines for building signage, or plant a preferred type of tree. Requiring a mitigation payment to remove trees may result in developers or site designers to modify the location of improvements to keep more existing trees and avoid a mitigation payment.

The proposed amendment would also add language that a mitigation payment is required for the removal of any specimen tree as part of a development project (site or subdivision). The LDC currently allows for a percentage of specimen trees on a development site to be removed (e.g. 20% to 50%) depending on the number of specimen trees per acre for a specific development site. If approved, the proposed amendment does **NOT** change the requirements for the percentage of specimen trees that are to remain, it would only add a requirement that a mitigation payment or replacement trees be installed for any specimen tree removed. The intent of the EAB's recommendation is to encourage site designers and developers to consider alternative layouts to save more specimen trees or to be more selective when choosing which specimen trees to remove, keeping larger more mature specimen trees. The mitigation payment would be based on the size of the tree, therefore, larger specimen trees removed would cost more than smaller specimen trees. Requiring a mitigation payment to remove specimen trees may result in site designers and developers to modify their site or subdivision improvements to keep existing specimen trees to avoid a mitigation payment.

The following (Figure 1) is an example from a site development that removed trees within the required buffers and specimen trees from the overall site. The trees removed in this example were according to the Land Development Code; however, no mitigation was required. If the proposed amendment is approved, the developer would still be able to remove the trees needed to construct the project, but would be required to either pay \$3,045 into the mitigation bank or plant 9 replacement trees. These 9 replacement trees would be in addition to the other required shade trees for site or subdivision development.

Figure 1. Tree Mitigation Example

Mitigation Tabulation Charts						
Section A: Mitigation for All trees 6" or greater from Buffer						
Qty. for removal	Size	# Replacement Trees	Subtotal			
	2-8"	1				
2	9-16"	2	4	or	\$ 1,357.56	
	17-24"	3		or		
	25-32"	4		or		
	33-40"	5		or		
	41" +	6		or		
Total A replacement trees =			0			Section A tree bank contribution amount
Section B: Mitigation for healthy Specimen trees						
Qty. for removal	Size	# Replacement Trees	Subtotal			
1	12-16"	2	0	or	\$ 678.78	
1	17-24"	3	3	or	\$ 1,018.17	
	25-32"	4	0	or	\$ -	
	33-40"	5	0	or	\$ -	
	41" +	6	0	or	\$ -	
Total B replacement trees =			0		\$ -	Section B tree bank contribution amount
Total replacement trees =			9	or	\$ 3,054.51	Total tree bank contribution amount
Replacement trees shall be minimum four-inch caliper, 14 feet high						

There are no changes being proposed to how historic tree removal permits are processed or mitigation requirements for historic trees with these proposed amendments.

Tree Survey Requirements:

The proposed amendment would establish consistency in the tree survey requirements for both the subdivision and site development applications. Tree surveys include general location of trees, species of the tree based on scientific name, diameter, and sometimes health. Currently, the LDC requires one type of tree survey for a site development application and another type of tree survey for a final subdivision plat development application. The following is the current requirement in the LDC for a tree survey:

Site Development Application: Tree survey that locates and identifies all specimen trees having a caliper of six inches or greater at DBH and all other trees having a caliper of six inches or greater at DBH located in a required landscape buffers, along rights-of-way, and within required perimeter.

Final Subdivision Plat and Plan Application: Tree survey that locates all specimen and historic trees on the site.

If approved, there would be a uniform tree survey requirement in the LDC that would apply to either development application. The proposed amendment does not change the current tree survey code requirement for a site plan, but it does enhance the tree survey requirements and the information provided for a subdivision development application. The following is the proposed requirement in the LDC for a tree survey:

All Development Applications: Tree survey that locates and identifies all specimen trees having a caliper of six inches or greater at DBH and all other trees having a caliper of six inches or greater at DBH located in required landscape buffers, along rights-of-way, and within required perimeter.

The proposed amendment also includes language that if a developer is maintaining an area as a natural buffer and it will remain undistributed (buffer, conservation land, wetland), this area can be exempt from the tree survey. If the area is to be preserved, information on the trees is not needed since no construction will occur. The added incentive is that this will encourage preservation of larger tracks of land by not requiring these areas to be surveyed, and it will not require these areas to be disturbed when obtaining information and data required for the tree survey.

RECOMMENDATION

Approval of the amendments to Chapter 9, related to tree survey requirements and tree mitigation



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 4/16/2019

Consent item: No

SUBJECT: (H20) Second Reading - Ordinance No. 2019-16 – Fifth Amendment to the Westport Storage and Office Park PCD Master Development Agreement (Case No. 19-40000002)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2019-16, approving the Fifth Amendment to the Westport Storage and Office Park PCD Master Development Agreement, as recommended by the Planning Commission.

SUMMARY: Planning Commission Action (02/28/19): Recommended Approval

The proposed Fifth Amendment to the Westport Storage and Office Park Planned Commercial Development (PCD) Master Development Agreement (MDA) is to amend the list of permitted uses allowed in the PCD. The PCD property is located between Williamson Boulevard and I-95, south of Taylor Road. The PCD property is currently developed with a self-storage facility, multiple tenant buildings with commercial and office tenants, and an outside storage area. The Westport Storage and Office Park has been open to the public for the last 20 years.

The proposed MDA amendment maintains the self-storage and outside storage uses currently allowed and adds uses allowed in the City's Professional Office (PO) zoning district, with the exception of the pain management clinic use which is identified as prohibited. All Special Exception uses listed in the PO zoning district will still require separate Planning Commission and City Council approval.

The staff report is attached for more detail.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ord. No. 2019-16	Ord. No. 2019-16 .pdf
2.	Ord. No. 2019-16 Exhibit 1	Exhibit 1.pdf
3.	Staff Report	CC_Staff Report_5th Amendment Westport Storage and Office Park PCD.pdf

Penelope Cruz

Created/Initiated - 3/26/2019

ORDINANCE NO. 2019-16

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE FIFTH AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR WESTPORT STORAGE AND OFFICE PARK PLANNED COMMERCIAL DEVELOPMENT (PCD) AND CONCEPTUAL DEVELOPMENT PLAN FOR APPROXIMATELY +/-12.432 ACRES GENERALLY LOCATED AT 1415 – 5889, 5895, AND 5898 WILLIAMSON BOULEVARD; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into the Fifth Amendment to the Master Development Agreement for Westport Storage and Office Park Planned Commercial Development (PCD) “MDA” and Conceptual Development Plan (“CDP”); (hereinafter referred to as the “Fifth Amendment”); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the Fifth Amendment; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has considered and forwarded a recommendation to the City Council regarding the proposed Fifth Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the approval of the Fifth Amendment.

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 approve the Fifth Amendment (attached hereto as **Exhibit “1”**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said Fifth Amendment.

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 _____, 2019

Passed and adopted on second and final reading on the day of _____, 2019

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

Exhibit "1"

FIFTH AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR WESTPORT STORAGE AND OFFICE PARK PLANNED COMMERCIAL DEVELOPMENT (PCD)

This Agreement, entered into by and between Westport Storage, Ltd. (hereinafter the "Developer/Property Owner") and the City of Port Orange, a Florida municipal (hereinafter referred to as the "City"), constitutes the Fifth Amendment to the Master Development Agreement for the Westport Storage and Office Park Planned Commercial Development (hereinafter referred to as the "Fifth Amendment").

WHEREAS, the Developer/Property Owner is the owner of the property described in **Exhibit "A"**; and

WHEREAS, the Developer/Property Owner and the City previously entered into an agreement and covenant to bind their successors and assigns to the terms and provisions of a development agreement entitled "Master Development Agreement Westport Storage and Office Park Planned Commercial Development" (hereinafter referred to as the "MDA"), recorded in Official Records Book 4415, Page 3871, Public Records of Volusia County, Florida, which included the Property; and

WHEREAS, the Developer/Property Owner and the City entered into the First Amendment to the MDA for the Westport Storage and Office Park, recorded in Official Records Book 4519, Page 1684, Public Records of Volusia County, Florida; (the "First Amendment"); and

WHEREAS, the Developer/Property Owner submitted a proposed Second Amendment to the MDA for the Westport Storage and Office Park but later withdrew the application from consideration; and

WHEREAS, the Developer/Property Owner and the City previously entered into the Third Amendment to the MDA for the Westport Storage and Office Park, recorded in Official Records Book 4675, Page 1986, Public Records of Volusia County, Florida (the "Third Amendment"); and

WHEREAS, the Developer/Property Owner and the City previously entered into the Fourth Amendment to the MDA for the Westport Storage and Office Park, recorded in Official Records Book 5240, Page 3504, Public Records of Volusia County, Florida (the "Third Amendment"); and

WHEREAS, the Developer/Property Owner and the City agree to further amend the Westport Storage and Office Park MDA by this Fifth Amendment to update the list of permitted uses.

NOW, THEREFORE, the Developer/Property Owner and the City hereby agree as follows:

1. The above recitals are true, correct and form a material part of the Fifth Amendment.

2. The MDA is hereby amended to identify the following permitted uses:

Permitted Uses, Permitted Uses with Special Development Requirements, and Special Exception Uses shall be those allowed in the City of Port Orange's Professional Office (PO) Zoning District, as may be amended from time to time, excluding the pain management clinic use.

3. This Agreement shall be effective upon recording by the City at the Developer's expense in the Public Records of Volusia County, Florida.

4. This Fifth Amendment shall be recorded in the Public Records of Volusia County, Florida, at the Developer's expense.

5. The MDA and CDP, as previously enacted, and shall remain in full force and effect except with respect to those matters specifically amended by this Fifth Amendment.

[THE REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY.]

IN WITNESS WHEREOF, the parties have executed this First Amendment, by and through their duly authorized representatives, on the respective dates below.

WITNESSES:

**CITY OF PORT ORANGE, a Florida
municipal corporation**

By: _____

Donald O. Burnette, Mayor
1000 City Center Circle
Port Orange, FL 32129

Printed Name

Printed Name

Attest: _____

Robin Fenwick, City Clerk, CMC

Printed Name

Printed Name

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Donald O. Burnette, Mayor of the City of Port Orange, Florida, a Florida Municipal Corporation, on behalf of the City. He is personally known to me and did not take an oath.

Type, Print or Stamp Name
My commission expires:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Robin Fenwick, City Clerk, of the City of Port Orange, Florida, a Florida Municipal Corporation, on behalf of the City. She is personally known to me and did not take an oath.

Developer/Property Owner:

WESTPORT STORAGE, LTD., Florida
Limited Partnership

By: CLARK STORAGE CORPORATION

By: _____
D. Andrew Clark, President

Witnesses:

Printed Name: _____

Printed Name: _____

**STATE OF FLORIDA
COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by D. Andrew Clark as President of Clark Storage Corporation, General Partner of Westport Storage, Ltd, on behalf of said corporation and partnership. They are personally known to me or have produced _____ as identification and did not take an oath.

Print or Stamp Name, Commission Seal and Term ExpirationDate

EXHIBIT A
Legal Description

Phase I Property

A PORTION OF THE NORTHEAST 1/4 OF SECTION 19, LYING BETWEEN THE WESTERLY LINE OF THE LIMITED ACCESS ON INTERSTATE #95, AND THE EASTERLY LINE OF THE TRAVELED UNPLATTED SAMSULA ROAD, IN TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM A REFERENCE POINT, BEING THE NORTHEAST CORNER OF SAID SECTION 19; THENCE SOUTH 88 DEGREES 58 MINUTES 20 SECONDS WEST ALONG THE NORTH LINE THEREOF, A DISTANCE OF 654.32 FEET TO ITS INTERSECTION WITH THE CENTER-LINE OF RIGHT-OF-WAY ON US. INTERSTATE #95 AS THE SAME IS NOW OCCUPIED AND ESTABLISHED; THENCE SOUTH 23 DEGREES 23 MINUTES 50 SECONDS EAST ALONG SAID CENTER-LINE, A DISTANCE OF 1678.25 FEET TO A POINT THEREIN; THENCE SOUTH 66 DEGREES 36 MINUTES 10 SECONDS WEST A DISTANCE OF 185 FEET TO A POINT IN THE WESTERLY LINE OF SAID INTERSTATE #95 A DISTANCE OF 407.45 FEET; THENCE SOUTH 83 DEGREES 14 MINUTES 14 SECONDS WEST A DISTANCE OF 629.32 FEET TO A POINT IN THE EAST RIGHT-OF-WAY LINE OF SPRUCE CREEK AIRPORT ROAD; THENCE NORTH 26 DEGREES 18 MINUTES 44 SECONDS WEST A DISTANCE OF 83.25 FEET; THENCE NORTH 19 DEGREES 15 MINUTES 6 SECONDS EAST A DISTANCE OF 785.05 FEET TO A POINT IN THE WEST RIGHT-OF-WAY LINE OF INTERSTATE #95; THENCE SOUTH 32 DEGREES 23 MINUTES 54 SECONDS EAST ALONG SAID WEST RIGHT-OF-WAY LINE OF INTERSTATE #95 A DISTANCE OF 439.03 FEET TO THE POINT OF BEGINNING. SAID PARCEL CONTAINS 6.486 ACRES (D).

AND ALONG WITH:

AN IRREGULAR SHAPED PARCEL OF LAND BEING A PORTION OF THE NORTHEAST 1/4 SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST; LYING SOUTHWESTERLY OF INTERSTATE 95, AS SHOWN ON, STATE OF FLORIDA, STATE ROAD DEPARTMENT, RIGHT OF WAY MAP, STATE ROAD NO. 9 (1-95), VOLUSIA COUNTY, SECTION 79002-2407; LYING NORTHWESTERLY OF PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1583, PAGE 441, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; LYING NORTHEASTERLY OF AIRPORT ROAD, AS NOW LAID OUT; LYING SOUTHEASTERLY OF PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 3477, PAGE 354, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; BEING FORMERLY KNOWN AS SAMSULA AIRPORT ROAD, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE MOST NORTHERLY, CORNER OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1583, PAGE 441, SAID POINT BEING ALSO THE INTERSECTION OF THE WESTERLY LINE OF SAID INTERSTATE 95 (STATE ROAD NO: 9) WITH THE SOUTHEASTERLY LINE OF SAID SAMSULA AIRPORT ROAD (FORMERLY HERBERT STREET NOW RELOCATED); THENCE N 32'25'17" W,

ALONG SAID WESTERLY LINE OF INTERSTATE 95 (STATE ROAD NO. 9), A DISTANCE OF 64.20' TO A POINT WHERE SAME INTERSECTS THE SOUTHEASTERLY LINE OF SAID PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 3477, PAGE 354; THENCE S 23'09'28" W, ALONG SAID SOUTHEASTERLY LINE AND ALONG THE NORTHWESTERLY LINE OF SAID SAMSULA AIRPORT ROAD, A DISTANCE OF 104.05' TO A POINT THEREIN; ' THENCE S 19'33'42"W, ALONG SAID LINE, A DISTANCE OF 649.73' TO THE MOST SOUTHERLY POINT OF SAID PARCEL SAID POINT BEING ALSO IN THE EASTERLY LINE OF AIRPORT ROAD AS CURRENTLY MONUMENTED, ESTABLISHED AND OCCUPIED (1-27-97); THENCE S 21'12'14" E, ALONG SAID EASTERLY LINE, A DISTANCE OF 93.96' TO A POINT IN THE AFOREMENTIONED NORTHWESTERLY LINE OF SAID PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1583, PAGE 441; THENCE N 19' 15'06" E, ALONG SAID LINE A DISTANCE OF 785.21' TO THEPOINT OF BEGINNING. CONTAINING 1.039 ACRES MORE OR LESS.

Phase II Property

A PORTION OF THE NORTHEAST $\frac{1}{4}$ OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, LYING BETWEEN THE WESTERLY LINE OF THE UNITED ACCESS ON INTERSTATE 95 AND THE EASTERLY LINE OF SAMSULA AIRPORT ROAD IN TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT THE SOUTHEAST CORNER OF SAID SECTION 19; THENCE NORTH ALONG THE EAST SECTION LINE OF SAID SECTION 19 FOR A DISTANCE OF 3102.07 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE S 83 DEGREES 14'14" W, A DISTANCE OF 646.70 FEET TO A POINT IN THE EASTERLY R/W LINE OF SAMSULA AIRPORT ROAD (A 50 FOOT RM/ AS USED); THENCE N 00 DEGREES 32'14" W ALONG SAID EASTERLY RAN LINE OF SAMSULA AIRPORT ROAD, A DISTANCE OF 205.60 FEET TO A POINT; THENCE N 83 DEGREES 14'14" E, A DISTANCE OF 629.32 FEET TO A POINT IN THE WESTERLY R/W LINE OF A LIMITED ACCESS OF I-95; THENCE S 23 DEGREES 23'50" E ALONG SAID WESTERLY R/W LINE OF THE LIMITED ACCESS OF 1-95, A DISTANCE OF 37.25 FEET TO A POINT WHERE SAID SECTION LINE 19 INTERSECTS SAID LIMITED ACCESS OF I-95; THENCE S 01 DEGREES 29'10" E ALONG SAID EAST SECTION LINE OF SAID SECTION 19, A DISTANCE OF 169.41 FEET TO THE POINT OF BEGINNING.

EXHIBIT A cont'd

Phase III Property

ALL OF LOT 48 AND A PORTION OF LOTS 15, 16, 17, 18, 19, 49 AND 50 ALONG WITH A PORTION OF A 25 FOOT ALLEY OR STREET AS SHOWN ON THE PLAT OR MAP OF MAC-JOHN SUBDIVISION, AS RECORDED IN MAP BOOK 27, PAGE 223, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE AND THE POINT OF BEGINNING COMMENCE AT THE SOUTHWEST CORNER OF LOT 48, MAC-JOHN SUBDIVISION, AS RECORDED IN MAP BOOK 27, PAGE 223, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; RUN THENCE NORTH 01 DEGREES 45 MINUTES 10 SECONDS WEST ALONG THE WEST LINE OF SAID SUBDIVISION FOR A DISTANCE OF 624.93 FEET TO THE WEST RIGHT-OF-WAY ON INTERSTATE 95; THENCE SOUTH 24 DEGREES 25 MINUTES 19 SECONDS EAST ALONG THE SAID WEST RIGHT-OF-WAY LINE FOR A DISTANCE OF 680.48 FEET TO THE SOUTH LINE OF SAID MAC-JOHN SUBDIVISION; THENCE SOUTH 88 DEGREES 33 MINUTES 30 SECONDS WEST ALONG THE SAID SOUTH LINE FOR A DISTANCE OF 265.92 FEET TO THE POINT OF BEGINNING. THE ABOVE DESCRIBED PARCEL CONTAINS 1.907 ACRES MORE OR LESS.



STAFF REPORT

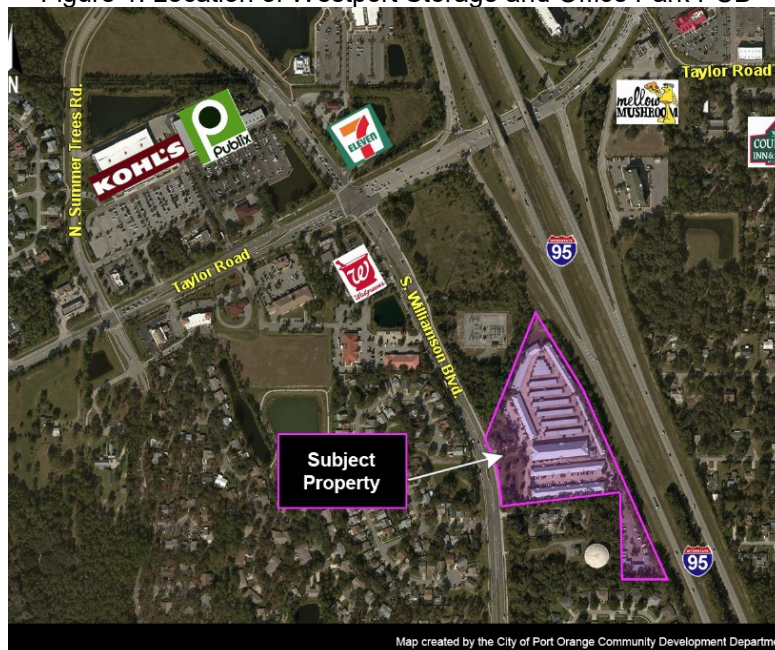
Fifth Amendment to the Westport Storage and Office Park PCD Master Development Agreement
CASE NO. 19-4000002

REQUEST:	Amend the Master Development Agreement (MDA) for the Westport Storage and Office Park Planned Commercial Development (PCD) to add additional uses
LOCATION:	1415 – 5889, 5895, and 5898 Williamson Boulevard
OWNER:	Westport Storage LTD
APPLICANT:	D. Andrew Clark
STAFF CONTACT:	Penelope Cruz, Planning Manager (386)506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION RECOMMENDATION:	Approval (February 28, 2019)
CITY COUNCIL DATE:	April 2, 2019

INTRODUCTION

The proposed Fifth Amendment to the Westport Storage and Office Park Planned Commercial Development (PCD) Master Development Agreement (MDA) is to amend the list of permitted uses allowed in the PCD. The PCD property is located between Williamson Boulevard and I-95, south of Taylor Road (Figure 1). The PCD property is currently developed with a self-storage facility, multiple tenant buildings with commercial and office tenants, and an outside storage area, which has been open to the public for the last 20 years.

Figure 1. Location of Westport Storage and Office Park PCD



DISCUSSION

The amendment consolidates the lists of permitted uses identified in the original MDA and past MDA amendments, along with the removal of square-footage limits for certain uses (health/exercise, clubs, adult education, and fleet-based services), by using the list of allowed uses in the Professional Office (PO) zoning district within the PCD.

The proposed MDA amendment maintains the self-storage and outside storage uses currently allowed, removes the square-footage limits for uses and adds uses allowed in the City's Professional Office (PO) zoning district, with the exception of the pain management clinic use which is identified as prohibited. All Special Exception uses listed in the PO zoning district will still require separate Planning Commission and City Council approval.

The subject property is designated *Office/Residential Transition* (ORT) on the City's Future Land Use (FLU) Map. The original PCD zoning district and MDA were found consistent with the City's Comprehensive Plan when it was approved in 2000. If approved, the proposed MDA amendment would not create any inconsistencies with the Comprehensive Plan.

At this time, the property owner does not plan to modify the existing site and new tenants would occupy the existing buildings on the PCD property. Similar to other properties zoned Professional Office, staff will review potential tenants for compliance with adequate screening, parking, and other LDC requirements.

A Public Notice sign was posted on the site on February 8, 2019.

RECOMMENDATION

Staff recommends approval of the Fifth Amendment to the Westport Storage and Office Park PCD Master Development Agreement.

ATTACHMENTS

- Exhibit 1 – Fifth Amendment to the Westport Storage and Office Park PCD Master Development Agreement (See Ordinance Exhibit)
- Exhibit 2 – Professional Office (PO) Zoning District Uses

EXHIBIT 2

Land Development Code

Chapter 17

Section 19: - Professional office (PO) district.

(a) *Purpose and intent.* The professional office (PO) district is intended to provide areas for business, government, industry, medical, professional, or service offices.

(b) Permitted uses.

- (1) Business services.
- (2) Financial services.
- (3) Fleet-based services.
- (4) Funeral homes (freestanding uses only).
- (5) Medical office/clinics.
- (6) Offices.
- (7) Veterinary clinics.
- (8) Xerographic and offset printing.

(bb) Permitted uses with special development requirements (chapter 18, section 4).

- (1) Assisted living facilities (subsection 1.5).
- (2) Banks (subsection 3).
- (3) Child care centers (subsection 4).
- (4) Health/exercise clubs (subsection 6).
- (5) Nursing homes (subsection 1.5).
- (6) Office supplies (subsection 11).
- (7) Office/warehouse facilities (subsection 12).
- (8) Pain management clinics.
- (9) Personal services.
- (10) Restaurants.
- (11) Community gardens.

(c) Special exception uses (chapter 18, section 3).

- (1) Houses of worship (subsection 9).
- (2) Private schools (subsection 16).



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 4/16/2019

Consent item: No

SUBJECT: (H21) FY2018 Audit (CAFR)

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION:

SUMMARY: The City's auditors, James Moore & Co will present the Comprehensive Annual Financial Report (CAFR) for the year ended September 30, 2018. The document will be sent to Council under separate cover once available.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

Robin Fenwick

Created -
