REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

JUNE 16, 2020

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 Tom Nelson of First United Methodist Church
2. Pledge of Allegiance
3. Roll Call

B. CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only
5. Agenda Approval
6. Approval of Minutes
    a. June 2, 2020 - Regular City Council Meeting
7. Bid Awards and Contract Items
    a. Approval of Ponce Inlet Interlocal Agreement - Emergency Water Distribution Assistance
    b. Award ITB #20-07 for Disaster Debris Monitoring (FEMA) to Thompson Consulting Services and Tetra Tech, Inc.
    c. Award Bid #20-06, Disaster Debris Removal and Disposal (FEMA)
    d. Award ITB#19-28 to Security and Fire Electronics for City Hall Fire Alarm Replacement
8. Approval of CDBG Amended Action Plan for Program Year 2019 and CDBG Amended Citizen Participation Plan
9. Resolution No. 20-24 - Approval for creation of Grant Fund within Workday
10. Resolution No. 20-25 - Supporting Volusia County's Local Mitigation Strategy
11. Resolution No. 20-26 - Appropriate funds for ECHO grant

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

D. COUNCIL COMMENTS

12. Comments/Concerns from Council Members

E. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

13. Citizen Advisory Committee for TPO
14. Environmental Advisory Board Appointments (x3)

F. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

15. Victoria Fahlberg of First Step Shelter

G. PUBLIC HEARING

16. Second Reading - Ordinance No. 2020-7 - LDC Amendment/Chapter 2, 12, and 17 - PC-A Workplace District - Senior Independent Living Community (Case No. 20-25000001)
17. Second Reading - Ordinance No. 2020-8 - Emergency Preparedness and Response Ordinance
18. Second Reading - Ordinance No. 2020-9 - Feral Cats / Community Cat Program / Outdoor Feeding
19. Second Reading - Ordinance No. 2020-10 - Causeway Park Parking
20. First Reading - Ordinance No. 2020-11 - Small-Scale Future Land Use Map Amendment/All Aboard Storage Taylor Road (Case No. 19-20000005)
21. First Reading - Ordinance No. 2020-12 - PCD Rezoning/All Aboard Storage Taylor Road Master Development Agreement and Conceptual Development Plan (Case No. 19-65000003)
22. First Reading - Ordinance No. 2020-13 - Annexation/6156 Williamson Blvd. - Thrive Community Church (Case No. 20-10000001)
23. First Reading - Ordinance No. 2020-14 - Small-Scale Future Land Use Map Amendment/6156 Williamson Blvd. - Thrive Community Church (Case No. 20-20000001)
24. First Reading - Ordinance No. 2020-15 - Rezoning/6156 Williamson Blvd. - Thrive Community Church (Case No. 20-60000001)
25. First Reading - Ordinance No. 2020-16 - 4th Amendment to the Home Depot Planned Commercial Development Master Development Agreement and Conceptual Development Plan (Case No. 20-40000001)
26. First Reading - Ordinance No. 2020-17 - Administrative Rezoning/4035 Nova Rd., 5245, 5279 and 4050 Nova Rd. (Case No. 20-60000002)

27. Approval of Subdivision Replat/Altamira Shopping Village Partial Replat (Case No. 19-50000002)

H. REGULAR AGENDA

28. Approval of Contract with Halifax Humane Society for Spay/Neuter Services
29. First Reading - Ordinance No. 2020-18 - Amending Section 5.04 of the Charter - Primary Election Date

I. ADDITIONAL ITEMS

30. City Attorney
    a. City Attorney Evaluation
31. City Manager
    a. City Manager Evaluation

J. COUNCIL COMMITTEE REPORTS

32. City Council Committee Reports
    a. Port Orange/South Daytona Chamber of Commerce
    b. First Step Shelter
    c. Roundtable of Elected Officials

K. ADJOURNMENT

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

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

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

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

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

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

PUBLIC PARTICIPATION INSTRUCTIONS

Due to the Novel Coronavirus Disease 2019 (COVID-19) and Federal, State, County, and the City's Declarations of State of Emergency, and City of Port Orange Executive Order 9, the City of Port Orange will be calling meetings only when necessary, and conducting public meetings using communications media technology until the Local State of Emergency has concluded. Those wishing to attend meetings are encouraged to join the meeting through electronic means.

The June 16, 2020 Regular City Council Meeting will be conducted physically in Council Chambers at City Hall, 1000 City Center Circle with an opportunity to participate virtually. Access in Council Chambers will be limited in order to comply with the safety instructions relating to COVID-19.

To view and/or participate in the Regular City Council meeting on June 16, 2020, which begins at 6:30 p.m., you have the following additional options:

1. **Watch the meeting online, but not participate:**

You may watch the meeting via Spectrum Channel 498 or through the City's YouTube Channel: https://www.youtube.com/channel/UCTYNmc7tZVRrB2NH5-Oj7hg

2. **Watch the meeting online and provide public comment prior to the meeting:**

You may watch the meeting as listed above, and also provide written comments by emailing City Clerk Robin Fenwick by noon, April 7, 2020 at cityclerk@port-orange.org, regular mail at 1000 City Center Circle, Port Orange, FL 32129, or place it in the Drop Box at the front door of City Hall. Please include your full name, city of residence, and comments by the deadline and your comments will be read into the record. There is also a form located on the City's website at: www.port-orange.org/publiccomments which can be submitted electronically. Time limits will be enforced so written comments must be limited to no more than 3 minutes.

3. **Watch the meeting online and provide public comment during the meeting:**

Request to Speak instructions:

To request to speak virtually during the meeting, you must complete the Request to Speak form prior to the start of the meeting to be placed on a list. You may access the form by visiting www.port-orange.org/publiccomments. You must fill out all required information for the form to be submitted. Forms are due to the City Clerk no later than 6:30 p.m. on Monday, June 15, 2020. Once the form is received, the meeting instructions will be provided to you via email.

For additional information or for special assistance prior to the meeting, please contact Robin Fenwick, City Clerk, cityclerk@port-orange.org or (386) 506-5563.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
JUNE 2, 2020

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.

Silent Invocation

Pledge of Allegiance

Roll Call	Present:	Council Member Marilyn Ford Council Member Chase Tramont Council Member Scott Stiltner Vice Mayor Drew Bastian Mayor Donald Burnette
	Also Present:	City Manager Jake Johansson City Attorney Matthew Jones City Clerk Robin Fenwick

CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

Robert Reinhagen, citizen, did not need to speak as his questions were answered prior to the meeting by Staff.

5. Agenda Approval

There was nothing pulled by Council for further discussions.

6. Approval of Minutes
   a. May 19, 2020 - Regular City Council Meeting
   b. May 26, 2020 - City Council Budget Workshop
7. Bid Awards and Contract Items
   a. Approval of Task Authorization No 3 with Insituform Technologies, LLC for Sanitary Sewer Rehab under the Piggyback Agreement CA6601 for Sanitary Sewer Lining.
   b. Approval of Task Authorization No. 17 (CA4621) with Kimley-Horn and Associates
8. Approval of the FY2021 Budget Calendar
9. Approval to Write Off Utility Accounts Deemed Uncollectible
10. Resolution No. 20-23 - Calling a Primary and Regular Election for the purpose of electing a City Council member for District 3 and a Mayor and providing for the qualifying period and election dates

Motion to approve the Consent Agenda as presented was made by Council Member Chase Tramont and Seconded by Vice Mayor Drew Bastian. Motion carried unanimously by roll call vote.

CITIZEN PARTICIPATION (Non-Agenda – 20 minutes)

Reggie Hunter spoke on behalf of the Port Orange/South Daytona Chamber of Commerce and thanked Council for their support in helping businesses reopen and the Buy Local campaign.

Mr. Rienhagen spoke regarding his concerns and thoughts with panhandling.

Paul Snapp, citizen, thanked Council and Staff for their efforts at the peaceful protest on the Dunlawton Bridge over the weekend.

Anthony Halcuma, citizen, spoke regarding the intersection at Nova Road and Miles Drive where Ryan Friend was killed last year in a vehicle accident. He doesn't believe the intersection is safe. He suggested a full median to require a u-turn.

Kathy Nahoun, citizen, agreed with Anthony's comments. She asked for attention from DOT.

Patricia Thompson, citizen, spoke in support of safety measures at this intersection.

Laurie Friend, citizen, spoke regarding her son's death at the intersection of Miles Drive and Nova Road. She believes it was a dangerous intersection even before his accident and would like Council's help regarding the safety at the intersection.

Shereen Zahry, citizen, believes the intersection is extremely dangerous.

Jake Johansson, City Manager, provided details of what the City has done with the information we have as the road is a State road. COVID-19 has messed up the state and county funds but the City has placed the project on the TPO to try to make changes to the traffic patterns if possible. He suggested they reach out to the State reps to also put pressure on them.

Mayor Don Burnette called a 10 minute recess at 7:07 p.m.

COUNCIL COMMENTS

11. Comments/Concerns from Council Members

Council Member Chase Tramont spoke regarding the protest held at the Dunlawton Bridge over the weekend. He thanked all staff involved who helped make it successful. Council agreed.

Council Member Marilyn Ford suggested Council consider allowing small flag type signs for businesses to use while they consider other changes to the sign ordinance in upcoming meetings. She asked why Water's Edge is having so many issues with their sidewalks. Mr. Johansson provided details of the patch work.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

12. Victoria Fahlberg of First Step Shelter

Ms. Fahlberg asked to attend the June 16, 2020 meeting instead.

13. Annual Report from ArtHaus

Ms. Cameron Vinston, Executive Director of ArtHaus, was unable to attend and asked to be rescheduled.

PUBLIC HEARING

14. First Reading - Ordinance No. 2020-7 - LDC Amendment/Chapter 2, 12, and 17 - PC-A Workplace District - Senior Independent Living Community (Case No. 20-25000001) (continued from March 17, 2020)

Mayor Don Burnette read Ordinance No. 2020-7.

ORDINANCE NO. 2020-7

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTERS 2, 12, AND 17 RELATING TO DEFINITIONS AND INTERPRETATIONS, ROADS AND VEHICULAR USE AREAS, AND ZONING DISTRICT REGULATIONS; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2020-7 on first reading was made by Vice Mayor Drew Bastian and Seconded by Council Member Chase Tramont.

Penelope Cruz, Planning Manager, provided details of the amendment. The applicant held a neighborhood meeting which was positive. The residents are in favor of the amendment due to the reduced traffic.

Charles Baverman and Bob Lewis, Cameron General Contractors, provided details of the project planned on this site and answered questions from Council regarding parking spaces.

Motion carried unanimously by roll call vote.

The vote was inadvertently taken prior to hearing from Mr. Reinhagen, who attended virtually and signed up to speak on this item prior to the meeting. Mayor Don Burnette advised he would entertain a Motion to Reconsider once Mr. Reinhagen spoke.

Mr. Reinhagen spoke regarding the loss of jobs west of I-95 because of this project and asked Council to deny it.

Mayor Don Burnette asked for motion to reconsider after hearing comments from Mr. Reinhagen. No such motion was received.

REGULAR AGENDA

15. First Reading - Ordinance No. 2020-10 - Causeway Park Parking

Mayor Don Burnette read Ordinance No. 2020-10.

ORDINANCE NO. 2020-10

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 70 OF THE CODE OF ORDINANCES TO ESTABLISH A NEW SECTION 70-51 RELATED TO PARKING REGULATIONS; ENFORCEMENT AND INCREASED FINE FOR PARKING AT THE CAUSEWAY PARK; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2020-10 on first reading was made by Vice Mayor Drew Bastian and Seconded by Council Member Marilyn Ford.

Mr. Johansson provided details of the ordinance and the changes made in the area. The ordinance includes a fee increase for illegal parking.

Motion carried 4-1 by roll call vote with Council Member Chase Tramont voting no.

16. Approval of Fifth Amendment to Lease Agreement with ArtHaus Foundation, Inc. for the City-owned Property located at 3840 Ridgewood Avenue

Motion to approve the Fifth Amendment to Lease Agreement between ArtHaus Foundation, Inc., a non-profit

corporation, and the City of Port Orange, to amend and extend the Lease for an additional 3-year term, to forego the monthly rental payments in exchange for in-kind contribution by ArtHaus, to adjust the termination clause in case ArtHaus moves to a different city facility, and to authorize the Mayor and City Clerk to execute all required documents for lease agreement on behalf of the City was made by Vice Mayor Drew Bastian and Seconded by Council Member Chase Tramont. Motion carried unanimously by roll call vote.

ADDITIONAL ITEMS

17. City Attorney

Matthew Jones, City Attorney, updated Council on the panhandling ordinance he is working on with Mr. Kahn. He also updated Council on the code violation against 191 Gibson Way, which will be going to Court. June is the evaluation month for him.

18. City Manager

Mr. Johansson's evaluation will also be due in June. He will provide a form for Council's use if they so choose. He updated Council on COVID-19 grant funds that are being offered to cities. He will ask Council for their approval to accept the grant at the June 16, 2020 meeting. He is looking into hiring a CDBG Administrator to be paid through funds being received.

a. Lobbyist Contract Discussion

Mr. Johansson asked Council for objections to him signing the lobbyist contract and asked them if they would prefer the lobbyist contract coming before them for consideration or leave the authority with the City Manager. Council Member Marilyn Ford prefers a formal vote from Council. Mr. Johansson will bring an ordinance change to Council removing the City Manager's authority and ask Pittman Law Group for a multi-year contract.

COUNCIL COMMITTEE REPORTS

19. City Council Committee Reports
    a. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette provided details of upcoming events.
    b. Police Pension Fund - Vice Mayor Drew Bastian provided an update.

ADJOURNMENT - 8:35 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/16/2020

Consent item: Yes

SUBJECT: (B7a) Approval of Ponce Inlet Interlocal Agreement - Emergency Water Distribution Assistance

DEPARTMENT: Public Utilities

GOAL:

RECOMMENDED MOTION: Move to approve an interlocal agreement between the Town of Ponce Inlet and City of Port Orange to support the Town in utility repairs when needed; and authorizing the Mayor and City Clerk to execute all contract documents.

SUMMARY: Ponce Inlet lost a certified Distribution System Operator leaving only one on their staff. Ponce Inlet has reached out to Port Orange and requested emergency service augmentation at a specified contract rate for periods when they experience difficulties in staffing. This contract will provide for the mechanism for Port Orange teams to respond to Ponce Inlet water distribution emergencies that the Town is unable to handle on their own.

Project No.: Funding Account No.:

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Interlocal Agreement Ponce Inlet COPO - Emergency Water Distrubition Assistance	Interlocal Agreement Ponce Inlet COPO - Emergency Water Distrubition Assistance.pdf

Robin Fenwick	Created/Initiated - 5/18/2020
Lynn Stevens	Approved - 5/18/2020
Matthew Jones	Approved - 6/5/2020
Jake Johansson	Approved - 6/5/2020
Robin Fenwick	Final Approval - 6/5/2020

EMERGENCY POTABLE WATER DISTRIBUTION SYSTEM ASSISTANCE INTERLOCAL AGREEMENT BETWEEN THE TOWN OF PONCE INLET, FLORIDA AND THE CITY OF PORT ORANGE, FLORIDA

This Agreement is entered into this ____ day of _____, 2020, by and between the Town of Ponce Inlet, Florida, hereinafter the "Town" and the City of Port Orange, Florida, hereinafter the "City," and collectively referred to as the "Parties."

Whereas, Chapter 163, Part I, Florida Statutes, authorizes and provides for interlocal agreements between public agencies including cities; and

Whereas, the Town owns and operates a potable water distribution system to provide drinking water to an estimated 3,700 customers; and

Whereas, the Town potable water distribution system consists of the following:

- 22 miles of pipelines ranging in size from 2" to 12" diameter
- 277 valves, ranging in size from 2" to 12" diameter
- 149 fire hydrants
- Estimated 1200 water meters; and

Whereas, potable water is supplied to the Town from the City through 2 metered locations; and

Whereas, the Town distribution system is classified as a Level 3 distribution system (Serving at least 1,000 persons and less than 10,000 persons) by the State of Florida; and

Whereas, Florida Administrative Code Section 62-699 sets forth the State's minimum staffing requirements; and

Whereas, while the Town currently meets the State's minimum staffing requirements, the Town has asked for ad-hoc emergency assistance from the City to maintain their water distribution system during a main break due to the Town's staffing shortage; and

Whereas, it's in the best interest of the Town and the citizens thereof to have emergency aid on an ad-hoc basis as provided for herein and is in the best interest of the City to supply such aid to the Town as its wholesale potable water customer.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. The foregoing premises are true and correct and are incorporated herein by reference. The purpose of this Agreement is as hereinabove expressed. This Agreement shall become effective upon execution by the appropriate officials from the City and the Town by filing with the Clerk of the Circuit Court of Volusia County, Florida. This Agreement shalt remain in effect for a period of five (5) years from the effective date, unless terminated by one of the Parties. This Agreement may be terminated by either party upon giving thirty (30) days prior written notice to the other Party. Upon expiration of the five (5) year term, this Agreement may continue to remain in effect on an annual basis, subject to termination as provided herein.

2. ***Emergency Aid Provided by the City***

The City's Field Operations, Water Distribution Division shall assist the Town in emergency repair and maintenance of the Town's water distribution system. Such emergency services available to the Town upon request include, but are not limited to:

a. Emergency fire hydrant repair or replacement;

b. Emergency or after-hours water main breaks on mains that are 2" or greater in circumference;

c. Prompt notice to Town of completion of water main repairs; and

d. Providing parts for emergency repairs or maintenance

3. ***Payment for City Services***

The City shall invoice the Town after each emergency service is rendered. The invoice shall be based on actual hours required to respond and complete repairs. The hourly rate shall be based on the rate of pay for the actual City employee(s) responding plus an additional thirty-five percent (35%) to account for the employee's benefits and other overhead. The hours will begin when the City begins work on the request for service from the Town. In addition, all vehicles and equipment used for the repairs will be invoiced on an hourly basis at the current FEMA rates for such equipment. Any parts used on a repair shall be added to the invoice as a pass-through cost.

4. ***Town Responsibilities***

The following duties shall remain the responsibility of the Town unless agreed to by

the City in writing:

a. Meter reading, billing complaints, and customer billing;

b. Meter replacement and new meter installations;

c. Fire hydrant maintenance and repair;

d. Water quality complaints;

e. Routine flushing activities;

f. Daily chlorine residual checks;

g. All required routine sampling and reporting to DOH, including bacteriological, THM, HAA5, lead, copper, etc.;

h. Monthly operating reports;

i. Restoration of an area after the City completes a repair on the distribution system;

j. Precautionary boil water notices, if needed by Town policy, will be issued and rescinded by Town personnel;

k. Bacteriological sampling after repairs; and

l. All other routine operations associated with the Town's distribution system.

5. ***Prior Commitment of Equipment***

It is understood and agreed that the expectation for assistance is limited to the ability of the City to provide such assistance while also providing adequate protection to its own service area. If the City is involved in an emergency operation at the time of receiving a request for assistance, the City may refuse to respond or delay its response until such time as the City determines it can respond. The need for such delay or inability to respond shall be promptly communicated to the Town.

6. ***Equipment Liability***

The Town shall responsible for any loss or damage to the City's equipment while the equipment is used for work requested under this Agreement.

7. ***Employee Liability***

All of the privileges and immunities from liability; exemptions from laws, ordinances and rules; and pensions and relief, disability, workers' compensation and other benefits which may apply to employees of the City when performing their respective function within

the jurisdictional limits of the City shall apply to the same degree and extent to the performance of such functions and duties of such employees in the Town under the provisions of this Agreement.

8. ***Other Liability***

Each party agrees that it will be responsible for its own acts or omissions and the results thereof as a result of the undertakings performed under this Agreement. By entering this Agreement, the City has not under any circumstances relieved the Town of its maintenance obligations as the owner of the water distribution system. Any damage caused due to failure of the Town's water distribution system shall remain the responsibility of the Town.

9. ***Sovereign Immunity***

Notwithstanding anything set forth herein to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of any party beyond any statutory limited waiver of immunity or limits of liability adopted by the Florida Legislature or may be adopted by the Florida Legislature and any liability of any party for damages shall not exceed the statutory limits of liability, regardless of the number or nature of any claim which may arise including but not limited to a claim sounding in tort, equity or contract. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against any party, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

10. ***Amendments***

This Agreement may be amended only by an instrument of equal formality signed by the respective parties. Such amendment shall be effective upon execution by the appropriate officials from the City and the Town.

11. ***Filing with the Clerk***

Upon execution, this Agreement shall be recorded with the Clerk of the Circuit Court of Volusia County, Florida by the Town.

12. ***Entire Agreement***

This Agreement contains the entire agreement and understanding between the parties. No other understandings, terms, or conditions have been relied upon that are not

contained in this Agreement.

13. ***Invalid or Unenforceable Provisions***

If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, will not be affected and each provision of this Agreement will be valid and enforceable to the fullest extent permitted by law.

14. ***Notices***

All notices required to be given to either Party shall be in writing, addressed to the other party as follows, and delivered by certified mail or in-person to:

Town Manager
Town of Ponce Inlet
4300 South Atlantic Ave.
Ponce Inlet, FL 32127

Public Utilities Director
City of Port Orange
1395 Dunlawton Ave.
Port Orange, FL 32129

IN WITNESS WHEREOF, the Parties hereto, by and through the undersigned have entered into this Interlocal Agreement on the date and year stated.

Town of Ponce Inlet

_____
GARY L. SMITH, Mayor

ATTEST:

_____
Jeaneen Witt, Town Manager / Town Clerk

Approved as to form and correctness:

_____
Clifford B. Shepard, Town Attorney

City of Port Orange

_____
DONALD O. BURNETTE, Mayor

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Approved as to form and correctness:

_____
Matthew J. Jones, City Attorney

[CA7223]

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/16/2020

Consent item: Yes

SUBJECT: (B7b) Award ITB #20-07 for Disaster Debris Monitoring (FEMA) to Thompson Consulting Services and Tetra Tech, Inc.

DEPARTMENT: Public Utilities

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve award of ITB 20-07, Disaster Debris Monitoring Services (FEMA), to Thompson Consulting Services and Tetra Tech, Inc.; subject to City Attorney and City Manager review and approval of final contract documents; authorizing the Mayor and City Clerk to execute all contract documents; and authorizing the City Manager to execute all Task Authorizations issued pursuant to the Contracts.

SUMMARY: The Public Works & Utilities Department requests City Council approval to award ITB 20-07 Disaster Debris Monitoring Services to Thompson Consulting Services and Tetra Tech, Inc. for five years with one five-year renewal and authorize City Manager to exercise renewals. Work will be authorized by task authorization when a qualifying event is declared. On June 9, 2020, Purchasing received two bids in response to ITB #20-07, Disaster Debris Monitoring Services (FEMA). The purpose of this bid is for monitoring the volume of debris generated by a natural disaster such as a hurricane.

This service will help ensure the timely and lawful removal of the debris particularly in accordance with the procedures and cost reimbursement policies of the Federal Emergency Management Agency (FEMA).

A Contract for Services will be executed with two firms. The services of one of more firms will be activated via executed Task Authorizations. Each Task Authorization executed will be dependent upon the volume and degree of debris generated by a disaster and the degree of monitoring services required.

Project No.: Funding Account No.:

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Contract for services - Thompson Consulting	Contract for services.pdf
2.	Contact for Services - Tetra Tech	Contact for Services.pdf
3.	ITB-20-07-Disaster-Debris-Monitoring-Services-FEMA-FINAL-542020 BID	ITB-20-07-Disaster-Debris-Monitoring-Services-FEMA-FINAL-542020 BID

	PACKAGE	PACKAGE.pdf
4.	Addendum-1 of 1 --ITB-20-07-Disaster-Debris-Monitoring-06032020	Addendum-1 of 1 --ITB-20-07-Disaster-Debris-Monitoring-06032020.pdf
5.	ITB 20-07 Monitoring Thompson Services	ITB 20-07 Monitoring Thompson Services.pdf
6.	ITB 20-07 Monitoring Tetra Tech Inc	ITB 20-07 Monitoring Tetra Tech Inc.pdf
7.	Dept Justification Memo - Disaster Debris Monitoring	Dept Justification Memo - Disaster Debris Monitoring.pdf
8.	ITB 20-07 DISASTER DEBRIS MONITORING Bid Tabulation FINAL 6.9.20 (6)	ITB 20-07 DISASTER DEBRIS MONITORING Bid Tabulation FINAL 6.9.20 (6).xlsx
9.	ITB 20-07 Disaster Debris Monitoring NOTICE of INTENT Final	ITB 20-07 Disaster Debris Monitoring NOTICE of INTENT Final.docx

Kynah Cockcroft	Created/Initiated - 6/4/2020
Kynah Cockcroft	Approved - 6/4/2020
Julia Wiggins	Approved - 6/4/2020
Lynn Stevens	Approved - 6/9/2020
James Tillman	Approved - 6/10/2020
Matthew Jones	Approved - 6/12/2020
Jake Johansson	Approved - 6/12/2020
Robin Fenwick	Final Approval - 6/12/2020

CITY OF PORT ORANGE
CONTRACT FOR SERVICES

This Contract for Services ("Contract" or "Agreement") is entered into this ____ day of _____, **2020**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **THOMPSON CONSULTING SERVICES, LLC**, a Delaware limited liability company, whose principal address is 1135 Townpark Ave., Suite 2101, Lake Mary, FL 32746 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. *Provision of Services*

(a) Contractor hereby agrees to provide professional services to assist with the management of disaster debris collection and reporting activities for the City, in accordance with all the Federal Emergency Management Agency (FEMA) regulations, federal standards, guidelines, operating policies and reimbursement procedures, as more specifically described in Invitation to Bid # 20-07 ("ITB 20-07"), Addendum 1, and Contractor's bid, all of which are made a part hereof by reference. Contractor also agrees to provide these Services consistent with the Contractor's Schedule of Unit Pricing and Scope of Services attached hereto as Exhibit "1." Complete copies of ITB 20-07, Addendum 1 and Contractor's bid are available in the Office of the City Clerk.

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

Term: The term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for five (5) years, with one (1) additional five (5) year renewal, upon mutual agreement of the parties (the "Term"). The City Manager shall be authorized to renew this contract.

Manner and Place: As outlined in ITB 20-07, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order or task authorization, signed by an authorized agent of the City of Port Orange.

Time and Essence: Contractor acknowledges that time is of the essence for the performance of the Task Authorization, Notice to Proceed or Purchase Order issued hereunder.

2. Authorization for Services: This Contract standing alone does not authorize the performance of any work or services to be provided by the Contractor or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of a written Task Authorization(s) issued and executed by an authorized agent of the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "2." Contractor agrees to return an executed copy of the Task Authorization and a bond via facsimile or e-mail within 36 hours of City's delivery. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

3. *City Obligations*. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1." The total cost will be established by a Task Authorization issued pursuant to this Contract as referenced in Section 2. Contractor shall not exceed the amount of the Task Authorization. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

4. *Contract Documents*. The following forms are attached as Exhibit "3," and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by the Contractor under this Contract:

(a) Front Page for Bond (F.S. § 255.05)

(b) Combination Payment and Performance Bond (F.S. § 255.05)

5. *Contract Administration*. The Public Works Director, Lynn Stevens, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

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

7. *Termination for Convenience of the City*

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

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

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

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

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

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

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

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 24 of this contract concerning disputes.

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

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

10. *Examination of Records*

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

(b) The Contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any

duly authorized representative shall, until the expiration of five (5) years after closeout of the FEMA grant under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

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

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

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

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

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

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

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

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

12. *Termination for Non-Appropriation of Funds*

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

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

13. *Insurance*. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit (Exhibit "4"). Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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

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

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

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

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

Standard Insurance Requirements

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

☐	Property Insurance Builders Risk. Additional Coverage:	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☒	Professional Liability	Limits: Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - $ To be determined.	
☐	Contractor Pollution Liability	Limits: Coverage - $1,000,000	
☒	Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☒	Payment and Performance Bond Required	Limits: Coverage - Equal to 100% of the amount established by a Task Authorization issued pursuant to the Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $25,000.00.**		
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods under $25,000.00.**		

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

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

16. *Modifications or Changes to this Contract*

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

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

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

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

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

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

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

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

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

21. *Inspection*

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within

the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

22. *Liability for Loss or Damage*.

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

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

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

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

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

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

24. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision

by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

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

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

27. *Additional Provisions*. This Contract includes all additional provisions as may have been outlined in ITB 20-07 and written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

28 *Compliance with Other Federal Standards.*

(a) Compliance with Federal Laws, Regulations and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the agreement. The Contractor will comply with all applicable federal laws, regulations, and Executive Orders, including FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with FEMA.

(b) Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this agreement.

(c) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). All contractors entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(d) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(e) Utilization of Minority and Women Firms (M/WBE): The Contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when

possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the Contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the Contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the Contractor has established delivery schedules, where permitted, to encourage such businesses to respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal.

(f) Equal Employment Opportunity:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's

commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vi) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(vii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract

modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

(g) Davis-Bacon Act: If applicable to this contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This contract was conditioned upon the acceptance of the Department of Labor Wage Determination.

(h) Copeland Anti Kick Back Act:

(i) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3, if applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(i) Contract Work Hours and Safety Standards Act:

(i) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (i) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such

territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this section.

(iii) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this section.

(iv) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (i) through (iv) of this section.

(j) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(k) Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), ‘‘Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts. The Contractor shall certify compliance.

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractor agrees to comply with this provision. Contractor shall file the required certification.

(m) Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of ''funding agreement'' under 37 CFR § 401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the Contractor must comply with the requirements of 37 CFR Part 401,''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency.

(n) Procurement of Recovered Materials: Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(i) competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) meeting contract performance requirements; or

(iii) at a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(o) Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(p) Record Retention: Contractor will retain all required records pertinent to this contract for

a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in this Agreement.

(q) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

(r) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(s) DHS Seal, LOGO, and Flags: The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

(t) No Obligation by Federal Government

The Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

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

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

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

Copy to:
City of Port Orange
Attention: Lynn Stevens, Public Works Director
1395 Dunlawton Avenue
Port Orange, Florida 32129
(386) 506-5575

Contractor:
Thompson Consulting Services, LLC
Attention: Jon Hoyle, Manager
1135 Townpark Ave., Suite 2101
Lake Mary, FL 32746
(407) 792-0018

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

and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

31. *Contract Construction*

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

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

[Remainder of this page intentionally left blank]

Witnesses:

THOMPSON CONSULTING SERVICES, LLC

By:_____
Jon M. Hoyle
Manager

_____
Printed Name:_____

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

_____
Printed Name:_____

Date:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ____ online notarization, this _____ day of _____, 2020, by Jon M. Hoyle, as Manager of Thompson Consulting Services, LLC, a Delaware limited liability company. He is ____ personally known or ____ produced _____as identification.

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

Witnesses:

CITY OF PORT ORANGE

_____ By:_____

Printed Name:_____ Donald O. Burnette, Mayor

_____ Date:_____

Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ___ physical presence or ____ online notarization, this _____ day of _____, 2020, by Donald O. Burnette, as Mayor the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ____ personally known or ____ produced _____as identification.

_____

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

Witnesses:

ATTEST:

_____

Printed Name:_____ By:_____

Robin L. Fenwick, MMC, City Clerk

_____

Printed Name:_____ Date:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ___ physical presence or ____ online notarization, this _____ day of _____, 2020, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ____ personally known or ____ produced _____as identification.

_____

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

EXHIBT "1"

BID COST/FEE PROPOSAL

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

Bid Form
CITY OF PORT ORANGE
ITB #20-07
Disaster Debris Monitoring FEMA

Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission
Instruction to save Attachment from DemandStar website:
Bidders are required to complete all fields shaded in green. All other fields will be automatically calculated.

NAME OF BUSINESS:	Thompson Consulting Services, LLC
CONTACT PERSON:	Jon Hoyle
EMAIL ADDRESS:	jhoyle@thompsoncs.net
AUTHORIZED SIGNATURE:	

ITEM #	EMPLOYEE/SERVICE CATEGORY	ESTIMATED HOURS	HOURLY RATE	EXTENDED COST
1	ON-SITE PROJECT MANAGER	1,000	$ 52.50 -	$ 52,500.00 -
2	SITE SUPERVISOR OR AREA SUPERVISOR	3,333	$ 45.00 -	$ 149,985.00 -
3	TOWER MONITOR	6,667	$ 30.50 -	$ 203,343.50 -
4	FIELD MONITOR	3,333	$ 36.00 -	$ 119,988.00 -
5	ADMINISTRATIVE SUPPORT STAFF	3,360	$ 18.50 -	$ 62,160.00 -
6	1-8XX TELEPHONE SERVICE	833	$ 28.00 -	$ 23,324.00 -
7	GIS ANALYST	33	$ 49.00 -	$ 1,617.00 -
			TOTAL COST:	$ 612,917.50 -

Proposer may submit a schedule of additional positions, with corresponding hourly rates on the form below.
Proposer must attach a job description for each additional position submitted. EXAMPLES SHOWN BELOW
THE FEES FOR OTHER POSITIONS ARE FOR FUTURE USE IF NECESSARY BY THE CITY. THEY WILL NOT BE A FACTOR IN THE EVALUATION F COST
The hourly rates shall include all costs, including but not limited to applicable insurance, overhead and profit ,travel, fuel, lodging, tolls, transportation and out-of-pocket expenses.

ITEM #	ADDITIONAL POSITION(S) IF REQUIRED	ESTIMATED HOURS	HOURLY RATE	EXTENDED COST
1	Operations Manager	1,000	$ -	$ -
2	FEMA Coordinator	667	$ -	$ -
3	Scheduler/Expediter	167	$ -	$ -
4	Computer Analyst	33	$ -	$ -
5	Environmental Specialist	83	$ -	$ -
6	Project Inspectors (Citizen Site Monitors)	1,667	$ -	$ -
7	Project Inspectors (Load Ticket/Data Entry Clerks/QA/QC)	1,667	$ -	$ -
8	Billing/Invoice Analysts	833	$ -	$ -
9	Administrative Assistants	833	$ -	$ -
10	Field Coordinators (Crew Monitors)	10,000	$ -	$ -
	LIST ANY OTHERS NOT SHOWN		$ -	$ -
1			$ -	$ -
2			$ -	$ -
3			$ -	$ -
4			$ -	$ -
5			$ -	$ -
6			$ -	$ -
7			$ -	$ -
8			$ -	$ -
9			$ -	$ -

This document must be completed and returned with your Submittal

EXHIBIT A
SECTION 3 – SCOPE OF SERVICES

1.0 PROJECT DESCRIPTION

City of Port Orange is located in Volusia County, Florida and has a population of 64,252 in 2018 by the U.S. Census Bureau. According to the United States Census Bureau, the city has a total area of 28.7 *square miles* (74.3 km^2), of which 26.6 *square miles* (69.0 km^2) is land and 2.0 *square miles* (5.3 km^2) (7.09%) is water. City of Port Orange maintain 28 parks and facilities, 26 athletic fields, 1 Golf Course, 18 tennis courts, 21 sets of restrooms, 10 playgrounds, 6 boat ramps, 12 boardwalks / fishing piers, prepare fields for over 1,750 competitive games per year, and work 25 or more special events per year.

2.0 SCOPE OF SERVICES

The City of Port Orange is seeking proposals from qualified firms to provide professional services to assist with the management of disaster debris collection and reporting activities for the City. The Monitoring Contractor is expected to be extremely knowledgeable in Federal Emergency Management Agency (FEMA) regulations, guidelines, operating policies and reimbursement. The Monitoring Contractor shall advise and support the City during a disaster recovery effort and shall be responsible for the overall monitoring of debris collection/removal contractors. This will include monitoring the removal contractor's progress and recommending efficiencies to improve and expedite recovery work. The Monitoring Contractor shall coordinate with the debris removal contractor(s) and the City to ensure a compliant, well-managed and organized approach to debris collection and disposal.
All documentation and record keeping shall comply with current Federal Emergency Management Agency (FEMA) and all other applicable Federal, State and local regulations, guidelines and operating policies.

2.1 Project Management and Administration

A. The Monitoring Contractor shall appoint a qualified Project Manager for overall coordination and communication with the City. The Project Manager shall remain on the job and be available to the City at all times during the operational phases of the debris collection and disposal project.

B. The Monitoring Contractor shall supply a temporary field office for the monitoring staff. The field office shall include all necessary communication equipment, office equipment, and supplies to effectively implement assigned duties.

C. Project management and administrative responsibilities include but are not limited to:

1. Coordinate daily briefings with key operational staff, City staff and debris removal contractor(s) to review, formulate and update debris removal operations and strategies. Schedule, manage and conduct periodic meetings with field staff and removal contractors. Meetings shall be scheduled so that they will not impede, hinder nor delay the debris removal contractor(s) and the debris removal operation.

2. Provide a daily report of the current day debris removal contractor crew assignments, working locations and number of trucks assigned; from the previous day and for the project to date, the total number of loads, cubic yards collected by Temporary Debris Storage and Recovery Sites (TDSRS) and debris type as defined by the Project Manager, average cubic yards per load, average load call percentage, and other key operational statistics to the City's Debris Manager or designee.

3. An interactive web map shall be provided for in-house city staff with all information available in the working database. Data accessible in the web map shall include, but not be limited to, the "live" location of each debris monitor, all debris collection points, and the road collection status (i.e. 1st pass complete, 2nd pass complete). The City may optionally request a second web map for the public to communicate information and data approved by the City for public communication. The Monitoring Contractor shall provide the City, upon request, data contained in the web map in an ESRI geodatabase format. City access to the web map ESRI REST service(s) is preferred.

4. Coordinate daily scheduling, dispatching and logistical operations of the field collection monitors.

5. Hire, train, deploy and supervise all field collection monitors and staff.

6. Conduct debris surveys and perform debris estimation by debris types. In addition to the use of traditional field surveys and debris estimation models, the Monitoring Contractor shall have the ability to use aerial photography, collected from an unmanned aerial vehicle (UAV), traditional fixed wing aircraft or a helicopter, to confirm debris estimates or to generate automated/semi- automated debris estimates.

7. Maintain accurate records of all debris collection vehicles as specified in Section 2.6 Debris Vehicle Certification and conduct regular monitoring for vehicle modifications.

8. Track and coordinate responses to problems identified in the field and citizen complaints, including commercial and/or residential property damage claims as a result of debris removal. Monitoring Contractor shall maintain a detailed database of all problems and customer complaints and the corresponding resolutions.

9. Ensure that debris reduction and disposal sites have access control and security. Conduct end of the day duties and verify that all vehicles have left the disposal site at the specified time established by the City.

10. Ensure the field collection monitors are accurately recording the streets and locations where debris was collected.

11. Schedule work for all team members and contractors on a daily basis.

12. Conduct safety inspections on a regular, predetermined and random basis. Ensure the appropriate frequency of oversight is performed for all work crews, vehicles and locations.

13. Monitor the debris removal contractor for compliance with the requirements of their contract and all City, Federal, State and local regulations, guidelines and operating policies.

14. Provide training to City staff in essential debris management and collection functions to ensure appropriate and responsive interface with disaster debris collection contractor(s), county, state and federal agencies.

15. Develop forms, databases, etc. for tracking field activities, submitting invoices for reimbursement, etc. Such forms and invoices shall be compatible with City software and approved by the City's Project Manager or designee. The City utilizes Microsoft products (Excel, Access and SQL Server).

16. Daily personnel tracking sheets (field reports) shall be maintained for all Monitoring Contractor personnel assigned to the project.

17. Set up schedules for monitors each day and determine cleanup crew assignments. Survey and maintain a list of areas with special needs, including, but not limited to, hazardous stumps, trees, hangers/leaners, debris types, low hanging power lines, confined access and other potential problems.

18. Prepare daily and periodic tracking reports to support debris removal, Temporary Debris Storage and Recovery Site (TDSRS) Operations and final debris disposal and audit purposes. This includes maintaining a database of debris managed, costs incurred and reconciliation of debris collection and contractor invoices.

19. Compile records and assist the City with the preparation of required forms for reimbursement.

2.2 Collection Monitoring

A. In order to obtain maximum reimbursement, all debris loads shall be monitored in the field by field collection monitors to ensure debris eligibility. The Monitoring Contractor shall provide fully trained field collection monitors to assure proper and compliant documentation protocols are instituted and followed.

B. The Monitoring Contractor shall provide a field quality control team consisting of one field collection monitor per debris removal crew and at least one field supervisor for every seven monitors unless otherwise approved by the City. This team shall monitor the debris removal contractors for contract compliance, efficiency and regulatory compliance. The team shall provide daily feedback to the City through their Project Manager. All field team members shall be equipped with the state-of-the-art technology, which shall include GPS enabled cameras, computers, communication devices with GPS, and other equipment as deemed necessary and/or appropriate.

C. When a field collection monitor signs or creates a load ticket, they are certifying that **ALL** information on the document is complete and correct. The field collection monitor shall not sign, create or accept any incorrect or partially completed information. Only tickets that are one hundred (100%) percent complete will be paid by the City.

D. Collection monitoring quality control tasks include but are not limited to:

1. Verification that all debris picked up is a direct result of the disaster.

2 Accurately recording the addresses, streets and locations where debris was collected meeting or exceeding what is required by FEMA and other regulatory agencies for reimbursement;

3 Verification that the debris collection contractor(s) are working in their assigned collection areas and roads;

4. Immediately stop work in progress that is not being performed or documented in the approved manner. Such work shall be documented, noted for nonpayment, and brought to the attention of the City's Project Manager;

5. Inspect work in progress to ensure that removal efforts include debris of the proper type in the proper areas;

6. Ensure compliance with City contracts and federal, state and local requirements by all subcontractors;

7. Maintain and catalog/index all photo documentation of recovery work on a daily basis. Digital photographs shall be of a size between 2 to 4 megapixels and shall include GPS coordinates;

8. Identification of eligible stumps, hangers and leaners. Coordinate with the City and federal/ state representatives for eligibility determination and ensure documentation (forms, photos, etc.) is completed for reimbursement purposes.

9. Ensure that contractor(s) are working in compliance with all federal, state and local safety regulations appropriate for the task being performed.

10. Ineligible debris not removed by the debris removal contractor shall be tagged, stating the reason it is ineligible with a contact name, organization and phone number as defined by the City Project Manager at the time of the event.

11. Eligible vegetative debris that cannot be removed due to unsafe placement (i.e. under low hanging power lines, location with confined access) is to be tagged, stating the reason the debris was not collected with a contact name, organization and phone number as defined by the City Project Manager at the time of the event.

12. Coordinate with the City to respond to problems in the field, such as property damage complaints, debris crew issues, other customer complaints, etc. The Monitoring Consultant shall maintain a detailed database of customer complaints and resolutions.

13. An electronic ticketing system shall be used. The system shall be approved by the City prior to the event.

2.3 Load Ticket Process Development

A. The Monitoring Consultant shall establish an organized process that ensures complete and accurate data is being recorded on an approved debris load ticket. Load tickets shall consist of a digital database system with the ability to print tickets. The Monitoring Consultant shall retain the original completed tickets on behalf of the City and provide copies to the debris removal contractors, vehicle drivers, etc. as appropriate. Tickets shall be scanned in the event of a digital database failure. Digital and scanned tickets and supporting photographs shall be indexed by ticket number, street name, and be easily sortable, retrievable and printable. All hardcopy and electronic versions of the tickets shall be turned over to the City upon completion of the project. Digital data shall be provided to the City in a SQL Server database. Different database formats will only be considered if it is in the best interest of the City and must be approved by the City's Project Manager or designee.

B. Load tickets shall include the following minimum information:

1. Date
2. Time

3. Complete street address of closest property
4. Nearest cross street(s)
5. Vehicle tag number
6. Type of debris
7. Vehicle certification number
8. Percent of volume (PV)
9. Driver name (printed) and signature
10. Field monitor's name (printed) and signature
11. Name of sub-contractor
12. Tower monitor's name (printed) and signature

2.4 Disposal Site Monitoring

A. All debris collected and disposed of, and certifications of collection vehicles shall be documented and monitored by the disposal site monitors. The Monitoring Contractor shall ensure that disposal site and field collection monitors are deployed and operational commensurate with the beginning of debris collection and the establishment of debris site(s).

B. The Monitoring Contractor shall provide disposal site monitors and spotters to observe debris unloading operations at the City's designated disposal site(s). A minimum of two disposal site monitors are required per debris site. These staff members, in conjunction with the project management team and the debris contractor, shall coordinate the logistics of the disposal site to ensure efficient traffic flow and proper handling of load tickets that record FEMA data (such as vehicle volume, type of waste, etc.). The Monitoring Contractor shall observe all vehicles entering and exiting the disposal site, ensuring all vehicles are in good repair and safe with secure side boards and have a full tailgate. Additionally, the disposal site monitor shall calibrate their debris vehicle load determinations daily. Disposal site monitors are expected to provide volume determination consistent with FEMA regulations.

C. When a field collection monitor signs a load ticket, they are certifying that **ALL** information on the document is complete and correct. The field collection monitor shall not sign, create or accept any incorrect or partially completed information. Only tickets that are one hundred (100%) percent complete will be paid by the City.

D. The Monitoring Contractor's Project Manager shall conduct field quality inspections to check and verify information on debris removal and at Temporary Debris Staging and Reduction Sites (TDSRS) located throughout the City.

E. Disposal site monitoring tasks include but shall not be limited to:

1. Keeping accurate records of debris vehicles, cubic yard volume determinations, type of debris, time in and out, number of loads per day and other data as requested by City.

2. Coordinate with all federal, state and local agencies as needed for TDSRS on issues such as notification, obtaining permits, determining reimbursement, etc.

3. Provide preliminary assessment and documentation of TDSRS and assist in the return of the site to original conditions.

4. Provide personnel to supervise the operation of TDSRS including monitoring incoming loads of debris, processing of debris, and outgoing loads of processed debris.

5. Monitor and record the cubic yard capacity of each debris removal vehicle added into service; this shall be the physical internal measurement of the storage bed or trailer with deductions for unusable areas. Record data as specified in Section 2.6 Debris Vehicle Certification.

6. Conduct end of day activities, such as verifying completion of debris crew assignments, completion of all record keeping, that vehicles have left the disposal site and the locking down of the facilities.

2.5 Citizen Drop Off Site Monitoring and Operation

A. The Monitoring Contractor may be required to provide staff to operate a Citizen Drop Off Site that includes but shall not be limited to:

1. Document name and address of the citizen site user, validated with a driver license or other document approved by the City Project Manager, and the type of debris brought to the site.
2. Photograph debris, as directed by the City, to verify the source and type of debris.
3. Assist with communicating to residents proper handling and disposal practices.
4. Monitor the debris removal contractor collecting debris from the citizen drop off site to be taken to the Temporary Debris Storage and Recovery Site (TDSRS).
5. Traffic control as conditions require or as directed by the City Project Manager.

2.6 Debris Vehicle Certification

A. All debris hauling vehicles shall be measured and certified prior to performing debris removal. The Monitoring Contractor shall complete a certification on each vehicle deemed appropriate for collection. In addition to completing vehicle certification forms, photographs must be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications, including photographs, shall be retained by the Monitoring Contractor on behalf of the City and provided to the City upon project completion. One copy shall be provided to both the debris removal contractor and the vehicle driver. Once these vehicles are certified, random verifications shall be performed at least once every two weeks to ensure no vehicle modifications have been made and to confirm data accuracy.

B. The Monitoring Contractor shall measure the usable space of each debris collection vehicle for volume and certify that capacity. This certification process includes developing certification forms and documents to accurately measure the cubic yard volume to the nearest cubic yard of each vehicle. These forms shall show the following at a minimum:

1. Vehicle make, model
2. Length
3. Width
4. Depth
5. Gross volume in cubic yards
6. Reduction areas such as wheel wells to reduce volume areas in cubic yards
7. Net volume in cubic yards
8. Tag number of vehicle
9. Company vehicle number
10. Driver of vehicle name (printed) and signature
11. Photograph of the driver of the vehicle
12. Disposal site monitor name (printed) and signature certifying vehicle

13. Date
14. Vehicle certification number
15. Vehicle identification number

C. When a debris site monitor signs a vehicle certification, they are certifying that **ALL** information is complete and correct. The debris site monitor shall not sign or accept any partially completed information. Only tickets that are one hundred (100%) percent complete will be paid by the County.

2.7 Public Information Assistance

A. The Monitoring Contractor shall provide regular status updates to the City's Project Manager for public information use.

B. The Monitoring Contractor shall provide the City's Project Manager and the debris removal contractor(s) with daily updates on the quantities and type of debris collected. Each daily report shall contain the following and any other key operational statistics as defined by the City Project Manager:

1. Contractor name
2. Contract number
3. Reports and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, estimated time to completion, and daily cumulative cubic yards of debris removed, processed, and hauled. This reporting is due no later than 10:00A.M. the following business day or as requested by the City.

2.8 Database Reporting

A. The Monitoring Contractor shall be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing debris disposal data, including the ticket and photos, vehicle certifications, etc., into electronic formats to support federal, (FEMA), state and local reimbursements and subsequent audits.

B. A SQL Server Database shall be created by the Monitoring Contractor and backed up at regular intervals approved by the City. This database shall include all information on debris removal and disposal including but not limited to:

1. Complete load ticket information
2. Vehicle certification information
3. Stump removal information
4. Hanger removal data
5. Leaner removal information

Different database formats will only be considered if it is in the best interest of the City and must be approved by the City's Project Manager or designee.

All electronic reporting from the database shall be done in either the Adobe PDF format or Microsoft Excel. The database created by the Monitoring Contractor shall be given to the City with user documentation at the conclusion of the event. The Monitoring Contractor shall ensure the City can navigate, perform searches and produce reports from the final database in the same format provided for reimbursement.

2.9 Payment Monitoring and Reconciliation Process

The Monitoring Contractor shall review, validate and reconcile debris removal contractor(s) invoices prior to submission to the City for processing. The Monitoring Contractor shall conduct a meeting at the beginning of the debris removal operation to fully explain the process to the City, debris contractor(s) and FEMA representatives. All invoices from the debris contractor(s) shall be directed to the Monitoring Contractor. Within seven (7) calendar days of receipt, the invoices shall be reviewed by the Monitoring Contractor to be accepted or rejected. The Monitoring Contractor shall issue in writing to the City and the debris contractor, the acceptance or rejection of the invoices and a payment recommendation. If the invoice is rejected, the Monitoring Contractor shall clearly state the reasons for rejection and work with the debris contractor to resolve immediately. Only invoices that are one hundred (100%) percent accurate and complete will be forwarded to the City's Project Manager for payment.

2.10 Reporting to the City's Project Manager

The Monitoring Contractor shall contact the City's Project Manager no later than twenty-four (24) hours prior to a hurricane event or immediately upon the occurrence of a major disaster event within the City when there is no advance notification/warning. The Monitoring Contractor shall report to the City Project Manager or designee within eight (8) hours of being given a signed Task Authorization or Purchase Order.

2.11 Staffing Plan

The Monitoring Contractor shall include in the response to this ITB a management plan that will outline how the Monitoring Contractor proposes to handle the specified services, staffing (administrative and field), and equipment necessary to meet the City's requirements as identified in this ITB. The Monitoring Contractor shall submit a list of key personnel to be used in the resulting Contract, which shall include names and resumes. The supervising staff shall speak English and be able to effectively communicate with the drivers. The Monitoring Contractor may use other positions as necessary. All such positions and their purpose or role in the monitoring operations shall be identified.

2.12 Other Related Services

A. Event Closure

The Monitoring Contractor shall assist the City in preparing final reports necessary for City staff and designated debris removal contractors for reimbursement by FEMA and other applicable agencies for disaster recovery efforts. The Monitoring Contractor shall assist in reviewing and processing requests for payment by the debris removal contractor(s).

B. Federal Funding

To ensure that processing of federal funding is done as quickly as possible, the following information and its accuracy shall be the responsibility of the Monitoring Contractor:

1. Debris related invoices,
2. Monitoring information,
3. Reports,
4. Load tickets,

5. Consultant payroll,
6. Equipment hours
7. Vehicle certifications
8. Start and end dates of the first debris removal pass and all subsequent passes.

C. Compliance

The Monitoring Contractor shall provide professional oversight to ensure compliance with Florida Department of Environmental Protection (FDEP) regulations, Florida Department of Transportation (FDOT), Florida Forest Service (FFS), FEMA reporting requirements, and any other federal, state, or local regulation. The Monitoring Contractor shall stay current with FEMA policies and procedures and notify the City's Project Manager immediately as changes occur.

D. Meetings with City Personnel

The Monitoring Contractor shall meet with City representatives and the debris contractor daily during disaster event activation. During periods without a disaster, the Monitoring Contractor shall meet with the City's Project Manager or designee at least once a year at no cost to the City. This meeting shall occur prior to the hurricane season.

E. Additional Services

The Monitoring Contractor shall have the ability, at the request of the City, to implement a tracking mechanism to document each debris removal contractor truck's route to collect and transport debris to a Temporary Debris Storage and Recovery Site (TDSRS).

GENERAL SERVICES THAT WILL BE PERFORMED BY THE CONTRACTOR RESPONSIBLE FOR THE DIASTER REMOVAL DISPOSAL SERVICES CONTRACT THAT NEEDS TO BE MONITORED:

SEE ITB# 20-06 DISASTER DEBRIS REMOVAL and DISPOSAL SERVICES FEMA

[Remainder of this page left intentionally blank]

EXHIBIT "2"

TASK AUTHORIZATION NO. Click here to enter text.
Contract for Services dated Click here to enter text.
Between the City of Port Orange, Florida and Thompson Consulting Services, LLC

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **THOMPSON CONSULTING SERVICES, LLC**, a Delaware limited liability company with its principal place of business at 1135 Townpark Ave., Suite 2101, Lake Mary, FL 32746 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Contract and Services dated as referenced above, and any amendments thereto, hereinafter collectively referred to as the "Agreement." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Agreement and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. The Public Works Department Head, _____, or their designee, Click here to enter text., if applicable, shall perform contract administration for this Task Authorization No. Click here to enter text., and may be reached at Click here to enter text..

3. In addition to all other terms and conditions contained in the Agreement, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."

4. Contractor shall complete the services to be provided herein within Click here to enter text. days of the date of written notice by the City to the Contractor.

5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed $ Click here to enter text.. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

6. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. __.

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

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

Witnesses:

_____

Printed Name:_____

_____

Printed Name:_____

THOMPSON CONSULTING SERVICES, LLC

By:_____

Printed Name:

Title:

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

Date:_____

Witnesses:

CITY OF PORT ORANGE

_____ By:_____

Printed Name:_____ _____, City Manager

_____ Date:_____

Printed Name:_____

Witnesses:

ATTEST:

_____ By:_____

Printed Name:_____ _____, City Clerk

_____ Date:_____

Printed Name:_____

EXHIBIT "3"

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

PAYMENT AND PERFORMANCE BOND

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

BOND NO. _____

PRINCIPAL:
Developer or Contractor: Thompson Consulting Services, LLC
Principal Business Address: 1135 Townpark Ave., Suite 2101
Lake Mary, FL 32746

Contact Person: _____
Phone Number: _____

SURETY: _____
Address: _____
_____
Contact Person: _____
Phone Number: _____

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

Amount: $_____ **City Case/Project No.** _____

Description of Work: _____

Project Location: _____
Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

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

[MTR/sal 2015-02-10]

_____

Name of Project

City Project No._____
Bond No._____

COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION

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

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____, entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

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

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

Attest:

THOMPSON CONSULTING SERVICES, LLC
(Principal)

_____
(As to Corporate Principal) Secretary

By:_____
Name/Title:_____

_____
(Witness to Principal)

(Corporate Seal)

_____
(Surety)

_____
(Witness to Surety)

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

(Corporate Seal)

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

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

[MTR/sal 2015-02-10]

EXHIBIT "4" LEASED EMPLOYEE AFFIDAVIT

CONTRACT # CA7228

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company:_____

Workers' Compensation Carrier:_____

A.M. Best Rating of Carrier:_____

Inception Date of Leasing Arrangement:_____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer:_____

Title:_____ Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ____ online notarization, this _____ day of _____, 20__, by _____, as _____ of _____, a _____ corporation. He/She is ____ personally known or ____ produced _____as identification.

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

CITY OF PORT ORANGE
CONTRACT FOR SERVICES

This Contract for Services ("Contract" or "Agreement") is entered into this ____ day of _____, **20__**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **TETRA TECH, INC.**, a Delaware corporation, whose principal address is 3475 E. Foothill Blvd., Pasadena, CA 91107 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. *Provision of Services*

(a) Contractor hereby agrees to provide professional services to assist with the management of disaster debris collection and reporting activities for the City, in accordance with all the Federal Emergency Management Agency (FEMA) regulations, federal standards, guidelines, operating policies and reimbursement procedures, as more specifically described in Invitation to Bid # 20-07 ("ITB 20-07"), Addendum 1, and Contractor's bid, all of which are made a part hereof by reference. Contractor also agrees to provide these Services consistent with the Contractor's Schedule of Unit Pricing and Scope of Services attached hereto as Exhibit "1." Complete copies of ITB 20-07, Addendum 1 and Contractor's bid are available in the Office of the City Clerk.

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

Term: The term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for five (5) years, with one (1) additional five (5) year renewal, upon mutual agreement of the parties (the "Term"). The City Manager shall be authorized to renew this contract.

Manner and Place: As outlined in ITB 20-07, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order or task authorization, signed by an authorized agent of the City of Port Orange.

Time and Essence: Contractor acknowledges that time is of the essence for the performance of the Task Authorization, Notice to Proceed or Purchase Order issued hereunder.

2. Authorization for Services: This Contract standing alone does not authorize the performance of any work or services to be provided by the Contractor or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of a written Task Authorization(s) issued and executed by an authorized agent of the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "2." Contractor agrees to return an executed copy of the Task Authorization and a bond via facsimile or e-mail within 36 hours of City's delivery. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

3. *City Obligations*. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1." The total cost will be established by a Task Authorization issued pursuant to this Contract as referenced in Section 2. Contractor shall not exceed the amount of the Task Authorization. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

4. *Contract Documents*. The following forms are attached as Exhibit "3," and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by the Contractor under this Contract:

(a) Front Page for Bond (F.S. § 255.05)

(b) Combination Payment and Performance Bond (F.S. § 255.05)

5. *Contract Administration*. The Public Works Director, Lynn Stevens shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

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

7. *Termination for Convenience of the City*

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

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

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

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

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

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

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

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 24 of this contract concerning disputes.

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

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

10. *Examination of Records*

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

(b) The Contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any

duly authorized representative shall, until the expiration of five (5) years after closeout of the FEMA grant under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

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

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

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

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

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

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

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

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

12. *Termination for Non-Appropriation of Funds*

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

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

13. *Insurance*. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit (Exhibit "4"). Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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

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

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

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

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

Standard Insurance Requirements

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

☐	Property Insurance Builders Risk. Additional Coverage:	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☒	Professional Liability	Limits: Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - $ To be determined.	
☐	Contractor Pollution Liability	Limits: Coverage - $1,000,000	
☒	Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☒	Payment and Performance Bond Required	Limits: Coverage - Equal to 100% of the amount established by a Task Authorization issued pursuant to the Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $25,000.00.**		
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods under $25,000.00.**		

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

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

16. *Modifications or Changes to this Contract*

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

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

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

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

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

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

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

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

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

21. *Inspection*

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within

the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

22. *Liability for Loss or Damage*.

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

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

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

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

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

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

24. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision

by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

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

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

27. *Additional Provisions*. This Contract includes all additional provisions as may have been outlined in ITB 20-07 and written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

28 *Compliance with Other Federal Standards.*

(a) Compliance with Federal Laws, Regulations and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the agreement. The Contractor will comply with all applicable federal laws, regulations, and Executive Orders, including FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with FEMA.

(b) Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this agreement.

(c) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). All contractors entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(d) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(e) Utilization of Minority and Women Firms (M/WBE): The Contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when

possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the Contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the Contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the Contractor has established delivery schedules, where permitted, to encourage such businesses to respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal.

(f) Equal Employment Opportunity:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's

commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vi) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(vii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract

modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

(g) Davis-Bacon Act: If applicable to this contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This contract was conditioned upon the acceptance of the Department of Labor Wage Determination.

(h) Copeland Anti Kick Back Act:

(i) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3, if applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(i) Contract Work Hours and Safety Standards Act:

(i) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (i) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such

territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this section.

(iii) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this section.

(iv) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (i) through (iv) of this section.

(j) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(k) Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), ‘‘Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts. The Contractor shall certify compliance.

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractor agrees to comply with this provision. Contractor shall file the required certification.

(m) Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of ''funding agreement'' under 37 CFR § 401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the Contractor must comply with the requirements of 37 CFR Part 401,''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency.

(n) Procurement of Recovered Materials: Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(i) competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) meeting contract performance requirements; or

(iii) at a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(o) Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(p) Record Retention: Contractor will retain all required records pertinent to this contract for

a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in this Agreement.

(q) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

(r) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(s) DHS Seal, LOGO, and Flags: The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

(t) No Obligation by Federal Government

The Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

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

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

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

Copy to:
City of Port Orange
Attention: Lynn Stevens, Public Works Director
1395 Dunlawton Avenue
Port Orange, Florida 32129
(386) 506-5575

Contractor:
Tetra Tech, Inc.
Attention: Jonathan Burgiel, Business Unit President
2301 Lucien Way, Suite 120
Maitland, FL 32751
(321) 441-8501

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

and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

31. *Contract Construction*

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

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

[Remainder of this page intentionally left blank]

Witnesses:

TETRA TECH, INC.

_____
Printed Name:_____

_____
Printed Name:_____

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

Date:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ____ online notarization, this _____ day of _____, 2020, by _____, as _____ of Tetra Tech, Inc. a Delaware corporation. He or she is ____ personally known or ____ produced _____as identification.

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

Witnesses:

CITY OF PORT ORANGE

_____ By:_____

Printed Name:_____ Donald O. Burnette, Mayor

_____ Date:_____

Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ___ physical presence or ____ online notarization, this _____ day of _____, 2020, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ____ personally known or ____ produced _____as identification.

_____

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

Witnesses:

ATTEST:

_____

Printed Name:_____ By:_____

Robin L. Fenwick, MMC, City Clerk

_____

Printed Name:_____ Date:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ___ physical presence or ____ online notarization, this _____ day of _____, 2020, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ____ personally known or ____ produced _____as identification.

_____

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

EXHIBIT "1"

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

Bid Form

CITY OF PORT ORANGE

ITB #20-07

Disaster Debris Monitoring FEMA

Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission

Instruction to save Attachment from DemandStar website:

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 SIGNATURE:	

ITEM #	EMPLOYEE/SERVICE CATEGORY	ESTIMATED HOURS	HOURLY RATE	EXTENDED COST
1	ON-SITE PROJECT MANAGER	1,000	$ 74.00 -	$ 74,000.00 -
2	SITE SUPERVISOR OR AREA SUPERVISOR	3,333	$ 42.00 -	$ 139,986.00 -
3	TOWER MONITOR	6,667	$ 33.00 -	$ 220,011.00 -
4	FIELD MONITOR	3,333	$ 34.00 -	$ 113,322.00 -
5	ADMINISTRATIVE SUPPORT STAFF	3,360	$ 26.00 -	$ 87,360.00 -
6	*1-8XX TELEPHONE SERVICE*	*833*	$ 28.00 -	$ 23,324.00 -
7	GIS ANALYST	33	$ 50.00 -	$ 1,650.00 -
			TOTAL COST:	$ 659,653.00 -

Proposer may submit a schedule of additional positions, with corresponding hourly rates on the form below.
Proposer must attach a job description for each additional position submitted. EXAMPLES SHOWN BELOW
THE FEES FOR OTHER POSITIONS ARE FOR FUTURE USE IF NECESSARY BY THE CITY. THEY WILL NOT BE A FACTOR IN THE EVALUATION F CO
The hourly rates shall include all costs, including but not limited to applicable insurance, overhead and profit ,travel, fuel, lodging, tolls, transportation and out-of-pocket expenses.

ITEM #	ADDITIONAL POSITION(S) IF REQUIRED	ESTIMATED HOURS	HOURLY RATE	EXTENDED COST
1	Operations Manager	1,000	$ 62.00 -	$ 62,000.00 -
2	FEMA Coordinator	667	$ 95.00 -	$ 63,365.00 -
3	Scheduler/Expediter	167	$ ---- -	$ 0.00 -
4	Computer Analyst	33	$ ---- -	$ 0.00 -
5	Environmental Specialist	83	$ 55.00 -	$ 4,565.00 -
6	Project Inspectors (Citizen Site Monitors)	1,667	$ 30.00 -	$ 50,010.00 -
7	Project Inspectors (Load Ticket/Data Entry Clerks/QA/QC)	1,667	$ ---- -	$ 0.00 -
8	Billing/Invoice Analysts	833	$ 45.00 -	$ 37,485.00 -
9	Administrative Assistants	833	$ 35.00 -	$ 29,155.00 -
10	Field Coordinators (Crew Monitors)	10,000	$ ---- -	$ 0.00 -
	LIST ANY OTHERS NOT SHOWN		$ -	$ -
1	Data Manager	0	$ 58.00 -	$ 0.00 -
2			$ -	$ -
3			$ -	$ -
4			$ -	$ -
5			$ -	$ -
6			$ -	$ -
7			$ -	$ -
8			$ -	$ -
9			$ -	$ 246,580.00 -

This document must be completed and returned with your Submittal

Additional Positions

Exhibit 1 lists additional debris monitoring services positions and hourly rates that may be necessary to complete the scope of work requested by the City of Port Orange. The positions listed will be used as needed to facilitate the scope of work. Magnitude, duration, and intensity of the incident will dictate the appropriate response and level of service required to manage the recovery effort.

Exhibit 1: Debris Monitoring Additional Positions and Descriptions

Position	Description	Hourly Rate
Data Manager	Responsible for multiple functions during debris removal activities, including reporting and quality assurance/quality control of all automated debris management system (ADMS) documentation in the field along with storing the documentation in preparation for future audits. The Data Manager will validate documentation and metrics being reported as accurate and on-schedule.	**$58.00**

EXHIBIT A
SECTION 3 – SCOPE OF SERVICES

1.0 PROJECT DESCRIPTION

City of Port Orange is located in Volusia County, Florida and has a population of 64,252 in 2018 by the U.S. Census Bureau. According to the United States Census Bureau, the city has a total area of 28.7 *square miles* (74.3 km^2), of which 26.6 *square miles* (69.0 km^2) is land and 2.0 *square miles* (5.3 km^2) (7.09%) is water. City of Port Orange maintain 28 parks and facilities, 26 athletic fields, 1 Golf Course, 18 tennis courts, 21 sets of restrooms, 10 playgrounds, 6 boat ramps, 12 boardwalks / fishing piers, prepare fields for over 1,750 competitive games per year, and work 25 or more special events per year.

2.0 SCOPE OF SERVICES

The City of Port Orange is seeking proposals from qualified firms to provide professional services to assist with the management of disaster debris collection and reporting activities for the City. The Monitoring Contractor is expected to be extremely knowledgeable in Federal Emergency Management Agency (FEMA) regulations, guidelines, operating policies and reimbursement. The Monitoring Contractor shall advise and support the City during a disaster recovery effort and shall be responsible for the overall monitoring of debris collection/removal contractors. This will include monitoring the removal contractor's progress and recommending efficiencies to improve and expedite recovery work. The Monitoring Contractor shall coordinate with the debris removal contractor(s) and the City to ensure a compliant, well-managed and organized approach to debris collection and disposal.
All documentation and record keeping shall comply with current Federal Emergency Management Agency (FEMA) and all other applicable Federal, State and local regulations, guidelines and operating policies.

2.1 Project Management and Administration

A. The Monitoring Contractor shall appoint a qualified Project Manager for overall coordination and communication with the City. The Project Manager shall remain on the job and be available to the City at all times during the operational phases of the debris collection and disposal project.

B. The Monitoring Contractor shall supply a temporary field office for the monitoring staff. The field office shall include all necessary communication equipment, office equipment, and supplies to effectively implement assigned duties.

C. Project management and administrative responsibilities include but are not limited to:

1. Coordinate daily briefings with key operational staff, City staff and debris removal contractor(s) to review, formulate and update debris removal operations and strategies. Schedule, manage and conduct periodic meetings with field staff and removal contractors. Meetings shall be scheduled so that they will not impede, hinder nor delay the debris removal contractor(s) and the debris removal operation.

2. Provide a daily report of the current day debris removal contractor crew assignments, working locations and number of trucks assigned; from the previous day and for the project to date, the total number of loads, cubic yards collected by Temporary Debris Storage and Recovery Sites (TDSRS) and debris type as defined by the Project Manager, average cubic yards per load, average load call percentage, and other key operational statistics to the City's Debris Manager or designee.

3. An interactive web map shall be provided for in-house city staff with all information available in the working database. Data accessible in the web map shall include, but not be limited to, the "live" location of each debris monitor, all debris collection points, and the road collection status (i.e. 1st pass complete, 2nd pass complete). The City may optionally request a second web map for the public to communicate information and data approved by the City for public communication. The Monitoring Contractor shall provide the City, upon request, data contained in the web map in an ESRI geodatabase format. City access to the web map ESRI REST service(s) is preferred.

4. Coordinate daily scheduling, dispatching and logistical operations of the field collection monitors.

5. Hire, train, deploy and supervise all field collection monitors and staff.

6. Conduct debris surveys and perform debris estimation by debris types. In addition to the use of traditional field surveys and debris estimation models, the Monitoring Contractor shall have the ability to use aerial photography, collected from an unmanned aerial vehicle (UAV), traditional fixed wing aircraft or a helicopter, to confirm debris estimates or to generate automated/semi- automated debris estimates.

7. Maintain accurate records of all debris collection vehicles as specified in Section 2.6 Debris Vehicle Certification and conduct regular monitoring for vehicle modifications.

8. Track and coordinate responses to problems identified in the field and citizen complaints, including commercial and/or residential property damage claims as a result of debris removal. Monitoring Contractor shall maintain a detailed database of all problems and customer complaints and the corresponding resolutions.

9. Ensure that debris reduction and disposal sites have access control and security. Conduct end of the day duties and verify that all vehicles have left the disposal site at the specified time established by the City.

10. Ensure the field collection monitors are accurately recording the streets and locations where debris was collected.

11. Schedule work for all team members and contractors on a daily basis.

12. Conduct safety inspections on a regular, predetermined and random basis. Ensure the appropriate frequency of oversight is performed for all work crews, vehicles and locations.

13. Monitor the debris removal contractor for compliance with the requirements of their contract and all City, Federal, State and local regulations, guidelines and operating policies.

14. Provide training to City staff in essential debris management and collection functions to ensure appropriate and responsive interface with disaster debris collection contractor(s), county, state and federal agencies.

15. Develop forms, databases, etc. for tracking field activities, submitting invoices for reimbursement, etc. Such forms and invoices shall be compatible with City software and approved by the City's Project Manager or designee. The City utilizes Microsoft products (Excel, Access and SQL Server).

16. Daily personnel tracking sheets (field reports) shall be maintained for all Monitoring Contractor personnel assigned to the project.

17. Set up schedules for monitors each day and determine cleanup crew assignments. Survey and maintain a list of areas with special needs, including, but not limited to, hazardous stumps, trees, hangers/leaners, debris types, low hanging power lines, confined access and other potential problems.

18. Prepare daily and periodic tracking reports to support debris removal, Temporary Debris Storage and Recovery Site (TDSRS) Operations and final debris disposal and audit purposes. This includes maintaining a database of debris managed, costs incurred and reconciliation of debris collection and contractor invoices.

19. Compile records and assist the City with the preparation of required forms for reimbursement.

2.2 Collection Monitoring

A. In order to obtain maximum reimbursement, all debris loads shall be monitored in the field by field collection monitors to ensure debris eligibility. The Monitoring Contractor shall provide fully trained field collection monitors to assure proper and compliant documentation protocols are instituted and followed.

B. The Monitoring Contractor shall provide a field quality control team consisting of one field collection monitor per debris removal crew and at least one field supervisor for every seven monitors unless otherwise approved by the City. This team shall monitor the debris removal contractors for contract compliance, efficiency and regulatory compliance. The team shall provide daily feedback to the City through their Project Manager. All field team members shall be equipped with the state-of-the-art technology, which shall include GPS enabled cameras, computers, communication devices with GPS, and other equipment as deemed necessary and/or appropriate.

C. When a field collection monitor signs or creates a load ticket, they are certifying that **ALL** information on the document is complete and correct. The field collection monitor shall not sign, create or accept any incorrect or partially completed information. Only tickets that are one hundred (100%) percent complete will be paid by the City.

D. Collection monitoring quality control tasks include but are not limited to:

1. Verification that all debris picked up is a direct result of the disaster.

2 Accurately recording the addresses, streets and locations where debris was collected meeting or exceeding what is required by FEMA and other regulatory agencies for reimbursement;

3 Verification that the debris collection contractor(s) are working in their assigned collection areas and roads;

4. Immediately stop work in progress that is not being performed or documented in the approved manner. Such work shall be documented, noted for nonpayment, and brought to the attention of the City's Project Manager;

5. Inspect work in progress to ensure that removal efforts include debris of the proper type in the proper areas;

6. Ensure compliance with City contracts and federal, state and local requirements by all subcontractors;

7. Maintain and catalog/index all photo documentation of recovery work on a daily basis. Digital photographs shall be of a size between 2 to 4 megapixels and shall include GPS coordinates;

8. Identification of eligible stumps, hangers and leaners. Coordinate with the City and federal/ state representatives for eligibility determination and ensure documentation (forms, photos, etc.) is completed for reimbursement purposes.

9. Ensure that contractor(s) are working in compliance with all federal, state and local safety regulations appropriate for the task being performed.

10. Ineligible debris not removed by the debris removal contractor shall be tagged, stating the reason it is ineligible with a contact name, organization and phone number as defined by the City Project Manager at the time of the event.

11. Eligible vegetative debris that cannot be removed due to unsafe placement (i.e. under low hanging power lines, location with confined access) is to be tagged, stating the reason the debris was not collected with a contact name, organization and phone number as defined by the City Project Manager at the time of the event.

12. Coordinate with the City to respond to problems in the field, such as property damage complaints, debris crew issues, other customer complaints, etc. The Monitoring Consultant shall maintain a detailed database of customer complaints and resolutions.

13. An electronic ticketing system shall be used. The system shall be approved by the City prior to the event.

2.3 Load Ticket Process Development

A. The Monitoring Consultant shall establish an organized process that ensures complete and accurate data is being recorded on an approved debris load ticket. Load tickets shall consist of a digital database system with the ability to print tickets. The Monitoring Consultant shall retain the original completed tickets on behalf of the City and provide copies to the debris removal contractors, vehicle drivers, etc. as appropriate. Tickets shall be scanned in the event of a digital database failure. Digital and scanned tickets and supporting photographs shall be indexed by ticket number, street name, and be easily sortable, retrievable and printable. All hardcopy and electronic versions of the tickets shall be turned over to the City upon completion of the project. Digital data shall be provided to the City in a SQL Server database. Different database formats will only be considered if it is in the best interest of the City and must be approved by the City's Project Manager or designee.

B. Load tickets shall include the following minimum information:

1. Date
2. Time

3. Complete street address of closest property
4. Nearest cross street(s)
5. Vehicle tag number
6. Type of debris
7. Vehicle certification number
8. Percent of volume (PV)
9. Driver name (printed) and signature
10. Field monitor's name (printed) and signature
11. Name of sub-contractor
12. Tower monitor's name (printed) and signature

2.4 Disposal Site Monitoring

A. All debris collected and disposed of, and certifications of collection vehicles shall be documented and monitored by the disposal site monitors. The Monitoring Contractor shall ensure that disposal site and field collection monitors are deployed and operational commensurate with the beginning of debris collection and the establishment of debris site(s).

B. The Monitoring Contractor shall provide disposal site monitors and spotters to observe debris unloading operations at the City's designated disposal site(s). A minimum of two disposal site monitors are required per debris site. These staff members, in conjunction with the project management team and the debris contractor, shall coordinate the logistics of the disposal site to ensure efficient traffic flow and proper handling of load tickets that record FEMA data (such as vehicle volume, type of waste, etc.). The Monitoring Contractor shall observe all vehicles entering and exiting the disposal site, ensuring all vehicles are in good repair and safe with secure side boards and have a full tailgate. Additionally, the disposal site monitor shall calibrate their debris vehicle load determinations daily. Disposal site monitors are expected to provide volume determination consistent with FEMA regulations.

C. When a field collection monitor signs a load ticket, they are certifying that **ALL** information on the document is complete and correct. The field collection monitor shall not sign, create or accept any incorrect or partially completed information. Only tickets that are one hundred (100%) percent complete will be paid by the City.

D. The Monitoring Contractor's Project Manager shall conduct field quality inspections to check and verify information on debris removal and at Temporary Debris Staging and Reduction Sites (TDSRS) located throughout the City.

E. Disposal site monitoring tasks include but shall not be limited to:

1. Keeping accurate records of debris vehicles, cubic yard volume determinations, type of debris, time in and out, number of loads per day and other data as requested by City.

2. Coordinate with all federal, state and local agencies as needed for TDSRS on issues such as notification, obtaining permits, determining reimbursement, etc.

3. Provide preliminary assessment and documentation of TDSRS and assist in the return of the site to original conditions.

4. Provide personnel to supervise the operation of TDSRS including monitoring incoming loads of debris, processing of debris, and outgoing loads of processed debris.

5. Monitor and record the cubic yard capacity of each debris removal vehicle added into service; this shall be the physical internal measurement of the storage bed or trailer with deductions for unusable areas. Record data as specified in Section 2.6 Debris Vehicle Certification.

6. Conduct end of day activities, such as verifying completion of debris crew assignments, completion of all record keeping, that vehicles have left the disposal site and the locking down of the facilities.

2.5 Citizen Drop Off Site Monitoring and Operation

A. The Monitoring Contractor may be required to provide staff to operate a Citizen Drop Off Site that includes but shall not be limited to:

1. Document name and address of the citizen site user, validated with a driver license or other document approved by the City Project Manager, and the type of debris brought to the site.
2. Photograph debris, as directed by the City, to verify the source and type of debris.
3. Assist with communicating to residents proper handling and disposal practices.
4. Monitor the debris removal contractor collecting debris from the citizen drop off site to be taken to the Temporary Debris Storage and Recovery Site (TDSRS).
5. Traffic control as conditions require or as directed by the City Project Manager.

2.6 Debris Vehicle Certification

A. All debris hauling vehicles shall be measured and certified prior to performing debris removal. The Monitoring Contractor shall complete a certification on each vehicle deemed appropriate for collection. In addition to completing vehicle certification forms, photographs must be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications, including photographs, shall be retained by the Monitoring Contractor on behalf of the City and provided to the City upon project completion. One copy shall be provided to both the debris removal contractor and the vehicle driver. Once these vehicles are certified, random verifications shall be performed at least once every two weeks to ensure no vehicle modifications have been made and to confirm data accuracy.

B. The Monitoring Contractor shall measure the usable space of each debris collection vehicle for volume and certify that capacity. This certification process includes developing certification forms and documents to accurately measure the cubic yard volume to the nearest cubic yard of each vehicle. These forms shall show the following at a minimum:

1. Vehicle make, model
2. Length
3. Width
4. Depth
5. Gross volume in cubic yards
6. Reduction areas such as wheel wells to reduce volume areas in cubic yards
7. Net volume in cubic yards
8. Tag number of vehicle
9. Company vehicle number
10. Driver of vehicle name (printed) and signature
11. Photograph of the driver of the vehicle
12. Disposal site monitor name (printed) and signature certifying vehicle

13. Date
14. Vehicle certification number
15. Vehicle identification number

C. When a debris site monitor signs a vehicle certification, they are certifying that **ALL** information is complete and correct. The debris site monitor shall not sign or accept any partially completed information. Only tickets that are one hundred (100%) percent complete will be paid by the County.

2.7 Public Information Assistance

A. The Monitoring Contractor shall provide regular status updates to the City's Project Manager for public information use.

B. The Monitoring Contractor shall provide the City's Project Manager and the debris removal contractor(s) with daily updates on the quantities and type of debris collected. Each daily report shall contain the following and any other key operational statistics as defined by the City Project Manager:

1. Contractor name
2. Contract number
3. Reports and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, estimated time to completion, and daily cumulative cubic yards of debris removed, processed, and hauled. This reporting is due no later than 10:00A.M. the following business day or as requested by the City.

2.8 Database Reporting

A. The Monitoring Contractor shall be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing debris disposal data, including the ticket and photos, vehicle certifications, etc., into electronic formats to support federal, (FEMA), state and local reimbursements and subsequent audits.

B. A SQL Server Database shall be created by the Monitoring Contractor and backed up at regular intervals approved by the City. This database shall include all information on debris removal and disposal including but not limited to:

1. Complete load ticket information
2. Vehicle certification information
3. Stump removal information
4. Hanger removal data
5. Leaner removal information

Different database formats will only be considered if it is in the best interest of the City and must be approved by the City's Project Manager or designee.

All electronic reporting from the database shall be done in either the Adobe PDF format or Microsoft Excel. The database created by the Monitoring Contractor shall be given to the City with user documentation at the conclusion of the event. The Monitoring Contractor shall ensure the City can navigate, perform searches and produce reports from the final database in the same format provided for reimbursement.

2.9 Payment Monitoring and Reconciliation Process

The Monitoring Contractor shall review, validate and reconcile debris removal contractor(s) invoices prior to submission to the City for processing. The Monitoring Contractor shall conduct a meeting at the beginning of the debris removal operation to fully explain the process to the City, debris contractor(s) and FEMA representatives. All invoices from the debris contractor(s) shall be directed to the Monitoring Contractor. Within seven (7) calendar days of receipt, the invoices shall be reviewed by the Monitoring Contractor to be accepted or rejected. The Monitoring Contractor shall issue in writing to the City and the debris contractor, the acceptance or rejection of the invoices and a payment recommendation. If the invoice is rejected, the Monitoring Contractor shall clearly state the reasons for rejection and work with the debris contractor to resolve immediately. Only invoices that are one hundred (100%) percent accurate and complete will be forwarded to the City's Project Manager for payment.

2.10 Reporting to the City's Project Manager

The Monitoring Contractor shall contact the City's Project Manager no later than twenty-four (24) hours prior to a hurricane event or immediately upon the occurrence of a major disaster event within the City when there is no advance notification/warning. The Monitoring Contractor shall report to the City Project Manager or designee within eight (8) hours of being given a signed Task Authorization or Purchase Order.

2.11 Staffing Plan

The Monitoring Contractor shall include in the response to this ITB a management plan that will outline how the Monitoring Contractor proposes to handle the specified services, staffing (administrative and field), and equipment necessary to meet the City's requirements as identified in this ITB. The Monitoring Contractor shall submit a list of key personnel to be used in the resulting Contract, which shall include names and resumes. The supervising staff shall speak English and be able to effectively communicate with the drivers. The Monitoring Contractor may use other positions as necessary. All such positions and their purpose or role in the monitoring operations shall be identified.

2.12 Other Related Services

A. Event Closure

The Monitoring Contractor shall assist the City in preparing final reports necessary for City staff and designated debris removal contractors for reimbursement by FEMA and other applicable agencies for disaster recovery efforts. The Monitoring Contractor shall assist in reviewing and processing requests for payment by the debris removal contractor(s).

B. Federal Funding

To ensure that processing of federal funding is done as quickly as possible, the following information and its accuracy shall be the responsibility of the Monitoring Contractor:

1. Debris related invoices,
2. Monitoring information,
3. Reports,
4. Load tickets,

5. Consultant payroll,
6. Equipment hours
7. Vehicle certifications
8. Start and end dates of the first debris removal pass and all subsequent passes.

C. Compliance

The Monitoring Contractor shall provide professional oversight to ensure compliance with Florida Department of Environmental Protection (FDEP) regulations, Florida Department of Transportation (FDOT), Florida Forest Service (FFS), FEMA reporting requirements, and any other federal, state, or local regulation. The Monitoring Contractor shall stay current with FEMA policies and procedures and notify the City's Project Manager immediately as changes occur.

D. Meetings with City Personnel

The Monitoring Contractor shall meet with City representatives and the debris contractor daily during disaster event activation. During periods without a disaster, the Monitoring Contractor shall meet with the City's Project Manager or designee at least once a year at no cost to the City. This meeting shall occur prior to the hurricane season.

E. Additional Services

The Monitoring Contractor shall have the ability, at the request of the City, to implement a tracking mechanism to document each debris removal contractor truck's route to collect and transport debris to a Temporary Debris Storage and Recovery Site (TDSRS).

GENERAL SERVICES THAT WILL BE PERFORMED BY THE CONTRACTOR RESPONSIBLE FOR THE DIASTER REMOVAL DISPOSAL SERVICES CONTRACT THAT NEEDS TO BE MONITORED:

SEE ITB# 20-06 DISASTER DEBRIS REMOVAL and DISPOSAL SERVICES FEMA

[Remainder of this page left intentionally blank]

EXHIBIT "2"

TASK AUTHORIZATION NO. Click here to enter text.
Contract for Services dated Click here to enter text.
Between the City of Port Orange, Florida and Tetra Tech, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **TETRA TECH, INC.**, a Delaware corporation with its principal place of business at 3475 E. Foothill Blvd., Pasadena, CA 91107 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Contract and Services dated as referenced above, and any amendments thereto, hereinafter collectively referred to as the "Agreement." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Agreement and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. The Public Works Department Head, _____, or their designee, Click here to enter text., if applicable, shall perform contract administration for this Task Authorization No. Click here to enter text., and may be reached at Click here to enter text..

3. In addition to all other terms and conditions contained in the Agreement, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."

4. Contractor shall complete the services to be provided herein within Click here to enter text. days of the date of written notice by the City to the Contractor.

5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed $ Click here to enter text.. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

6. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. __.

7. This Task Authorization may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same

instrument. The delivery by facsimile or e-mail of an executed copy of this Task Authorization shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Task Authorization.

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

Witnesses:

_____

Printed Name:_____

_____

Printed Name:_____

TETRA TECH, INC.

By:_____

Printed Name:

Title:

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

Date:_____

Witnesses:

CITY OF PORT ORANGE

_____ By:_____

Printed Name:_____ _____, City Manager

_____ Date:_____

Printed Name:_____

Witnesses:

ATTEST:

_____ By:_____

Printed Name:_____ _____, City Clerk

_____ Date:_____

Printed Name:_____

EXHIBIT "3"

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

PAYMENT AND PERFORMANCE BOND

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

BOND NO. _____

PRINCIPAL:
Developer or Contractor: Tetra Tech, Inc.
Principal Business Address: 3475 E. Foothill Blvd.
Pasadena, CA 91107

Contact Person: _____
Phone Number: _____

SURETY: _____
Address: _____

_____

Contact Person: _____
Phone Number: _____

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

Amount: $_____ **City Case/Project No.** _____

Description of Work: _____

Project Location: _____
Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

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

[MTR/sal 2015-02-10]

_____

Name of Project

City Project No._____
Bond No._____

COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION

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

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____, entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

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

[MTR/sal 2015-02-10]

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

Attest:

TETRA TECH, INC.
(Principal)

_____ By:_____
(As to Corporate Principal) Secretary Name/Title:_____

_____ *(Corporate Seal)*
(Witness to Principal)

_____
(Surety)

_____ By:_____
(Witness to Surety) Name:_____
(Attorney-in-Fact)

(Corporate Seal)

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

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

[MTR/sal 2015-02-10]

EXHIBIT "4"

LEASED EMPLOYEE AFFIDAVIT

CONTRACT # CA7229

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company:_____

Workers' Compensation Carrier:_____

A.M. Best Rating of Carrier:_____

Inception Date of Leasing Arrangement:_____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer:_____

Title:_____ Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ____ online notarization, this _____ day of _____, 20__, by _____, as _____ of _____, a _____ corporation. He/She is ____ personally known or ____ produced _____as identification.

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

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

DISASTER DEBRIS MONITORING SERVICES
FEMA
ITB #20-07

City of Port Orange Purchasing Division
David Van Valkenburgh, Purchasing Agent

Release Date: May 5, 2020
Last Day for Questions: May 26, 2020 at 5:00 P.M.

Bid Due Date and Time: June 9, 2020 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 Bidders
ITB# 20-07 DISASTER DEBRIS MONITORING

Notice is hereby given that the City of Port Orange is soliciting sealed bid proposals for DISASTER DEBRIS MONITORING. Sealed bid proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on June 9, 2020** which may be amended by addendum issued by the City. All untimely sealed bid proposals will not be considered and will be returned to the Bidder unopened. All sealed bid proposals will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. Sealed bid proposals will be opened and read aloud at 2:30 P.M. in Council Chambers.

There will not be a Pre-Bid Meeting for this project.

A Bid Guarantee in the form of a Bid Bond executed by the Bidder and an acceptable surety or a certified check or bank draft payable to the City of Port Orange, Florida in an amount equal to five percent (5%) of the proposed bid shall be submitted with each submission.

DESCRIPTION: *The City of Port Orange is seeking sealed bid proposals for Disaster Debris Monitoring Services and Fixed Site Monitoring Services to assist the City with Disaster Debris Monitoring Services.*

This solicitation will result in the selection of at least one firm experienced to perform monitoring functions on the removal and lawful disposal of disaster-generated debris (other than household putrescible garbage) from public property, public rights-of-way and under limited conditions, private properties and private accesses, and setting up and operating Temporary Debris Staging and Reduction Sites (TDSRS) in the City of Port Orange, immediately after a hurricane or other disaster.

The objective of the ITB and subsequent contracting activity is to secure the services of an experienced monitoring contractor who is capable of efficiently overseeing and monitoring the removal of large volumes of disaster-generated debris from a large metropolitan area in a timely and cost-effective manner and ensuring the disposal of all debris in a lawful manner. The successful Contractor must be capable of assembling, directing, and managing a work force that can complete the debris monitoring operations in a maximum of 120 calendar days.

CONTRACT TERM: The Contract shall be valid from the date the City executes the contract for a five (5) year period with one (1) additional five (5) year renewal option. Authorization for goods or services under the Contract will be in the form of a Notice to Proceed, Task Authorization or Purchase Order.

All sealed bid proposals 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 sealed bid proposals 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.

Copies of the Bid documents, requirements, the scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from 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 Agent, David Van Valkenburgh, dvanvalkenburgh@port-orange.org or purchdiv@port-orange.org and reference **"Questions on ITB# 20-07 DISASTER DEBRIS MONITORING"** in the subject line. The last day for questions will be **May 26, 2020 at 5:00 PM.**

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. Upon award, the successful bidder will also be required to furnish and pay for a satisfactory one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange.

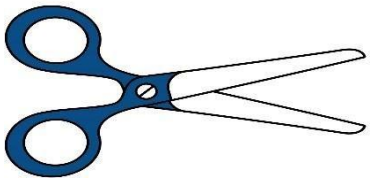
No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids and, to waive any and all non-substantial irregularity in Bids received, whenever such rejection or waiver is in the best interest of the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

Bids shall be **submitted to the City Clerk's office** with one (1) original and one (1) identical digital (CD or flash drive) version in pdf format, addressed to David Van Valkenburgh, 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# 20-07 DISASTER DEBRIS MONITORING".**

David Van Valkenburgh CFCM, CPM
Purchasing Agent
Legal Ad - One Time – **May 5, 2020**

[Remainder of this page left intentionally blank]

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



SEALED BID PROPOSAL • DO NOT OPEN

SEALED BID NO.	**ITB# 20-07**
BID TITLE:	**DISASTER DEBRIS MONITORING SERVICES**
DUE DATE/TIME:	**June 9, 2020 at 2:30 PM**
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)

Contents

SECTION 1 – PURPOSE AND OVERVIEW 6
SECTION 2 – INSTRUCTIONS TO BIDDERS 7
SECTION 3 – SCOPE OF SERVICES 12
SECTION 4 – STANDARD PURCHASE DEFINITIONS 21
SECTION 5 – GENERAL TERMS AND CONDITIONS 25
SECTION 6 – SPECIAL CONDITIONS 50
SECTION 7 – REQUIRED FORMS 52
FORM 7.1 – BID SUBMITTAL CHECKLIST 52
FORM 7.2 – VENDOR'S ACKNOWLEDGEMENT FORM 53
FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT 54
FORM 7.4 – DRUG FREE PREFERENCE STATEMENT 55
FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES 56
FORM 7.6 – ANTI-COLLUSION FORM 57
FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS 58
FORM 7.8 – STATEMENT OF VENDOR'S QUALIFICATIONS 59
FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE 60
FORM 7.10 – CERTIFICATE AS TO CORPORATE PRINCIPAL 62
FORM 7.11 – LISTING OF SUBCONTRACTORS 63
FEMA ATTACHMENTS 64
AFFIDAVIT REGARDING WORKER'S COMPENSATION (FOR INFORMATIONAL PURPOSES ONLY) 75
CERTIFICATE OF WORKERS COMPENSATION INSURANCE (FOR INFORMATIONAL PURPOSES ONLY) 76
ATTACHMENT 1 – BID PROPOSAL 77
BID BOND 78
STANDARD CITY OF PORT ORANGE CONTRACT DOCUMENTS (FOR INFORMATIONAL PURPOSES ONLY) 80
TASK AUTHORIZATION AND PAYMENT & PERFORMANCE BOND 99

SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Invitation to Bid (ITB) is to solicit competitive sealed bid proposals from vendors for the provision of Disaster Debris Monitoring Services as described herein.

Bidders must be a commercial contractor entity licensed to do business in the State of Florida and perform the services identified herein and properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

The City of Port Orange is seeking sealed bid proposals from qualified firms, businesses or individuals to assist the City with Disaster Debris Monitoring Services. This solicitation will result in the selection of at least two firms experienced with the removal and disposal, in a lawful manner, of disaster-generated debris (other than household putrescible garbage) from public property, public rights-of-way and under limited conditions, private properties and private accesses, and setting up and operating Temporary Debris Staging and Reduction Sites (TDSRS) in the City of Port Orange, immediately after a hurricane or other disaster.

The objective of the ITB and subsequent contracting activity is to secure the services of experienced monitoring contractors who are capable of efficiently overseeing and monitoring the removal of large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and ensuring the lawful disposal of all debris. The successful Contractor must be capable of assembling, directing, and managing a work force that can complete the debris monitoring operations in a maximum of 120 days.

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 of any language, requirements, etc., or any combination thereof, that 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 (contractor/vendors) 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…… May 5, 2020

Deadline for Questions …….. May 26, 2020 at 5:00 P.M.

Final Addendum Posting …….. June 2, 2020 by 5:00 P.M.

Bids Due: ..... June 9, 2020 by 2:30 P.M.

City Council Meeting for Approval of Recommendation of Award ..... to Be Determined

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

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

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

Bids shall be sealed, and contractor/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 Contractor/Vendor
d) Address of Contractor/Vendors

Due to the timing of mail service, the City cautions Contractor/Vendors to ensure 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.

Contractor/Vendors is 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, Contractor/Vendor is 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 read aloud.

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.

PRE-BID CONFERENCE:

There will not be a Pre-Bid Meeting for this project.

QUESTIONS REGARDING THIS ITB:

All questions shall reference **"Questions on ITB# 20-07 DISASTER DEBRIS MONITORING SERVICES"** in the subject line. All questions concerning this ITB shall be submitted in writing no later than **5:00 P.M.** on **May 26, 2020** to:

David Van Valkenburgh CFCM, CPM
Purchasing Agent
1000 City Center Circle Port Orange, FL 32129
purchdiv@port-orange.org

Bidders shall not direct any queries or statements concerning their proposal to the City Council, City staff and/or Evaluation Committee during the selection process, from the time of submission of a bid proposal until recommendation of award. Any Bidder who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.

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 of addenda were 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.

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

CLARIFICATIONS:

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

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

MINIMUM QUALIFICATIONS:

Vendors shall be licensed to do business in the State of Florida. The City will obtain a Sunbiz report showing your company registered as "Active" before award of contract.

Vendors must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein and properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

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

NO LOBBYING:

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

PRICING SHEETS:

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

EXCEPTIONS TO SPECIFICATIONS:

If taking exception to any portion of the ITB specifications, terms and conditions, the bidder must indicate those exceptions as stated on the vendor's acknowledgment, 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 may consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors may be required prior to award of contract 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 may consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors may be required prior to award of contract 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.

Federal Suspension and Debarment Requirements: A prospective contractor that is listed on the government-wide Excluded Parties List System in the System for Award Management (www.SAM.gov) as suspended or debarred, CANNOT be awarded a contract funded with Federal assistance or if the Contractor has been suspended or debarred by City of Port Orange.

REJECTION OF BIDS:

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

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

a) Failure to update the information on file including address, product, service or business descriptions.
b) Failure to perform according to contract provisions.
c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
d) Evidence of a violation of any federal or state 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 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.

FEDERAL REQUIREMENTS

This solicitation is paid in whole or in part by a federal government agency or source. The specific terms, regulations and requirements governing the disbursement of these funds are attached hereto and hereby become a part of this clause. Please see attachment FEMA ATTACHMENT in section 7. The guidelines under 2 CFR 200 shall apply to this contract.

MINORITY AND WOMEN-OWNED BUSINESSES

Bidders are hereby advised that the City takes all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2 CFR 200.321. Prior to the contract award, the City shall make efforts to assure that such businesses are solicited when there are potential sources; that the City will make an effort to divide the total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the City will establish delivery schedules, where permitted, to encourage such businesses to respond. City shall utilize service and assistance, when appropriate from organizations like SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities.

FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS

By submission of a proposal, Respondent affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

PROCUREMENT STANDARDS 200 CFR

https://portorange.sharepoint.com/:w:/g/pch/EdnKDNy564ZMtXFlfiO-bzUBgigv-1Fg_nDvyYxzabvS6A?e=uOEbv7

EXHIBIT A
SECTION 3 – SCOPE OF SERVICES

1.0 PROJECT DESCRIPTION

City of Port Orange is located in Volusia County, Florida and has a population of 64,252 in 2018 by the U.S. Census Bureau. According to the United States Census Bureau, the city has a total area of 28.7 *square miles* (74.3 km^2), of which 26.6 *square miles* (69.0 km^2) is land and 2.0 *square miles* (5.3 km^2) (7.09%) is water. City of Port Orange maintain 28 parks and facilities, 26 athletic fields, 1 Golf Course, 18 tennis courts, 21 sets of restrooms, 10 playgrounds, 6 boat ramps, 12 boardwalks / fishing piers, prepare fields for over 1,750 competitive games per year, and work 25 or more special events per year.

2.0 SCOPE OF SERVICES

The City of Port Orange is seeking proposals from qualified firms to provide professional services to assist with the management of disaster debris collection and reporting activities for the City. The Monitoring Contractor is expected to be extremely knowledgeable in Federal Emergency Management Agency (FEMA) regulations, guidelines, operating policies and reimbursement. The Monitoring Contractor shall advise and support the City during a disaster recovery effort and shall be responsible for the overall monitoring of debris collection/removal contractors. This will include monitoring the removal contractor's progress and recommending efficiencies to improve and expedite recovery work. The Monitoring Contractor shall coordinate with the debris removal contractor(s) and the City to ensure a compliant, well-managed and organized approach to debris collection and disposal.
All documentation and record keeping shall comply with current Federal Emergency Management Agency (FEMA) and all other applicable Federal, State and local regulations, guidelines and operating policies.

2.1 Project Management and Administration

A. The Monitoring Contractor shall appoint a qualified Project Manager for overall coordination and communication with the City. The Project Manager shall remain on the job and be available to the City at all times during the operational phases of the debris collection and disposal project.

B. The Monitoring Contractor shall supply a temporary field office for the monitoring staff. The field office shall include all necessary communication equipment, office equipment, and supplies to effectively implement assigned duties.

C. Project management and administrative responsibilities include but are not limited to:

1. Coordinate daily briefings with key operational staff, City staff and debris removal contractor(s) to review, formulate and update debris removal operations and strategies. Schedule, manage and conduct periodic meetings with field staff and removal contractors. Meetings shall be scheduled so that they will not impede, hinder nor delay the debris removal contractor(s) and the debris removal operation.

2. Provide a daily report of the current day debris removal contractor crew assignments, working locations and number of trucks assigned; from the previous day and for the project to date, the total number of loads, cubic yards collected by Temporary Debris Storage and Recovery Sites (TDSRS) and debris type as defined by the Project Manager, average cubic yards per load, average load call percentage, and other key operational statistics to the City's Debris Manager or designee.

3. An interactive web map shall be provided for in-house city staff with all information available in the working database. Data accessible in the web map shall include, but not be limited to, the "live" location of each debris monitor, all debris collection points, and the road collection status (i.e. 1st pass complete, 2nd pass complete). The City may optionally request a second web map for the public to communicate information and data approved by the City for public communication. The Monitoring Contractor shall provide the City, upon request, data contained in the web map in an ESRI geodatabase format. City access to the web map ESRI REST service(s) is preferred.

4. Coordinate daily scheduling, dispatching and logistical operations of the field collection monitors.

5. Hire, train, deploy and supervise all field collection monitors and staff.

6. Conduct debris surveys and perform debris estimation by debris types. In addition to the use of traditional field surveys and debris estimation models, the Monitoring Contractor shall have the ability to use aerial photography, collected from an unmanned aerial vehicle (UAV), traditional fixed wing aircraft or a helicopter, to confirm debris estimates or to generate automated/semi- automated debris estimates.

7. Maintain accurate records of all debris collection vehicles as specified in Section 2.6 Debris Vehicle Certification and conduct regular monitoring for vehicle modifications.

8. Track and coordinate responses to problems identified in the field and citizen complaints, including commercial and/or residential property damage claims as a result of debris removal. Monitoring Contractor shall maintain a detailed database of all problems and customer complaints and the corresponding resolutions.

9. Ensure that debris reduction and disposal sites have access control and security. Conduct end of the day duties and verify that all vehicles have left the disposal site at the specified time established by the City.

10. Ensure the field collection monitors are accurately recording the streets and locations where debris was collected.

11. Schedule work for all team members and contractors on a daily basis.

12. Conduct safety inspections on a regular, predetermined and random basis. Ensure the appropriate frequency of oversight is performed for all work crews, vehicles and locations.

13. Monitor the debris removal contractor for compliance with the requirements of their contract and all City, Federal, State and local regulations, guidelines and operating policies.

14. Provide training to City staff in essential debris management and collection functions to ensure appropriate and responsive interface with disaster debris collection contractor(s), county, state and federal agencies.

15. Develop forms, databases, etc. for tracking field activities, submitting invoices for reimbursement, etc. Such forms and invoices shall be compatible with City software and approved by the City's Project Manager or designee. The City utilizes Microsoft products (Excel, Access and SQL Server).

16. Daily personnel tracking sheets (field reports) shall be maintained for all Monitoring Contractor personnel assigned to the project.

17. Set up schedules for monitors each day and determine cleanup crew assignments. Survey and maintain a list of areas with special needs, including, but not limited to, hazardous stumps, trees, hangers/leaners, debris types, low hanging power lines, confined access and other potential problems.

18. Prepare daily and periodic tracking reports to support debris removal, Temporary Debris Storage and Recovery Site (TDSRS) Operations and final debris disposal and audit purposes. This includes maintaining a database of debris managed, costs incurred and reconciliation of debris collection and contractor invoices.

19. Compile records and assist the City with the preparation of required forms for reimbursement.

2.2 Collection Monitoring

A. In order to obtain maximum reimbursement, all debris loads shall be monitored in the field by field collection monitors to ensure debris eligibility. The Monitoring Contractor shall provide fully trained field collection monitors to assure proper and compliant documentation protocols are instituted and followed.

B. The Monitoring Contractor shall provide a field quality control team consisting of one field collection monitor per debris removal crew and at least one field supervisor for every seven monitors unless otherwise approved by the City. This team shall monitor the debris removal contractors for contract compliance, efficiency and regulatory compliance. The team shall provide daily feedback to the City through their Project Manager. All field team members shall be equipped with the state-of-the-art technology, which shall include GPS enabled cameras, computers, communication devices with GPS, and other equipment as deemed necessary and/or appropriate.

C. When a field collection monitor signs or creates a load ticket, they are certifying that **ALL** information on the document is complete and correct. The field collection monitor shall not sign, create or accept any incorrect or partially completed information. Only tickets that are one hundred (100%) percent complete will be paid by the City.

D. Collection monitoring quality control tasks include but are not limited to:

1. Verification that all debris picked up is a direct result of the disaster.

2 Accurately recording the addresses, streets and locations where debris was collected meeting or exceeding what is required by FEMA and other regulatory agencies for reimbursement;

3 Verification that the debris collection contractor(s) are working in their assigned collection areas and roads;

4. Immediately stop work in progress that is not being performed or documented in the approved manner. Such work shall be documented, noted for nonpayment, and brought to the attention of the City's Project Manager;

5. Inspect work in progress to ensure that removal efforts include debris of the proper type in the proper areas;

6. Ensure compliance with City contracts and federal, state and local requirements by all subcontractors;

7. Maintain and catalog/index all photo documentation of recovery work on a daily basis. Digital photographs shall be of a size between 2 to 4 megapixels and shall include GPS coordinates;

8. Identification of eligible stumps, hangers and leaners. Coordinate with the City and federal/ state representatives for eligibility determination and ensure documentation (forms, photos, etc.) is completed for reimbursement purposes.

9. Ensure that contractor(s) are working in compliance with all federal, state and local safety regulations appropriate for the task being performed.

10. Ineligible debris not removed by the debris removal contractor shall be tagged, stating the reason it is ineligible with a contact name, organization and phone number as defined by the City Project Manager at the time of the event.

11. Eligible vegetative debris that cannot be removed due to unsafe placement (i.e. under low hanging power lines, location with confined access) is to be tagged, stating the reason the debris was not collected with a contact name, organization and phone number as defined by the City Project Manager at the time of the event.

12. Coordinate with the City to respond to problems in the field, such as property damage complaints, debris crew issues, other customer complaints, etc. The Monitoring Consultant shall maintain a detailed database of customer complaints and resolutions.

13. An electronic ticketing system shall be used. The system shall be approved by the City prior to the event.

2.3 Load Ticket Process Development

A. The Monitoring Consultant shall establish an organized process that ensures complete and accurate data is being recorded on an approved debris load ticket. Load tickets shall consist of a digital database system with the ability to print tickets. The Monitoring Consultant shall retain the original completed tickets on behalf of the City and provide copies to the debris removal contractors, vehicle drivers, etc. as appropriate. Tickets shall be scanned in the event of a digital database failure. Digital and scanned tickets and supporting photographs shall be indexed by ticket number, street name, and be easily sortable, retrievable and printable. All hardcopy and electronic versions of the tickets shall be turned over to the City upon completion of the project. Digital data shall be provided to the City in a SQL Server database. Different database formats will only be considered if it is in the best interest of the City and must be approved by the City's Project Manager or designee.

B. Load tickets shall include the following minimum information:

1. Date
2. Time

3. Complete street address of closest property
4. Nearest cross street(s)
5. Vehicle tag number
6. Type of debris
7. Vehicle certification number
8. Percent of volume (PV)
9. Driver name (printed) and signature
10. Field monitor's name (printed) and signature
11. Name of sub-contractor
12. Tower monitor's name (printed) and signature

2.4 Disposal Site Monitoring

A. All debris collected and disposed of, and certifications of collection vehicles shall be documented and monitored by the disposal site monitors. The Monitoring Contractor shall ensure that disposal site and field collection monitors are deployed and operational commensurate with the beginning of debris collection and the establishment of debris site(s).

B. The Monitoring Contractor shall provide disposal site monitors and spotters to observe debris unloading operations at the City's designated disposal site(s). A minimum of two disposal site monitors are required per debris site. These staff members, in conjunction with the project management team and the debris contractor, shall coordinate the logistics of the disposal site to ensure efficient traffic flow and proper handling of load tickets that record FEMA data (such as vehicle volume, type of waste, etc.). The Monitoring Contractor shall observe all vehicles entering and exiting the disposal site, ensuring all vehicles are in good repair and safe with secure side boards and have a full tailgate. Additionally, the disposal site monitor shall calibrate their debris vehicle load determinations daily. Disposal site monitors are expected to provide volume determination consistent with FEMA regulations.

C. When a field collection monitor signs a load ticket, they are certifying that **ALL** information on the document is complete and correct. The field collection monitor shall not sign, create or accept any incorrect or partially completed information. Only tickets that are one hundred (100%) percent complete will be paid by the City.

D. The Monitoring Contractor's Project Manager shall conduct field quality inspections to check and verify information on debris removal and at Temporary Debris Staging and Reduction Sites (TDSRS) located throughout the City.

E. Disposal site monitoring tasks include but shall not be limited to:

1. Keeping accurate records of debris vehicles, cubic yard volume determinations, type of debris, time in and out, number of loads per day and other data as requested by City.

2. Coordinate with all federal, state and local agencies as needed for TDSRS on issues such as notification, obtaining permits, determining reimbursement, etc.

3. Provide preliminary assessment and documentation of TDSRS and assist in the return of the site to original conditions.

4. Provide personnel to supervise the operation of TDSRS including monitoring incoming loads of debris, processing of debris, and outgoing loads of processed debris.

5. Monitor and record the cubic yard capacity of each debris removal vehicle added into service; this shall be the physical internal measurement of the storage bed or trailer with deductions for unusable areas. Record data as specified in Section 2.6 Debris Vehicle Certification.

6. Conduct end of day activities, such as verifying completion of debris crew assignments, completion of all record keeping, that vehicles have left the disposal site and the locking down of the facilities.

2.5 Citizen Drop Off Site Monitoring and Operation

A. The Monitoring Contractor may be required to provide staff to operate a Citizen Drop Off Site that includes but shall not be limited to:

1. Document name and address of the citizen site user, validated with a driver license or other document approved by the City Project Manager, and the type of debris brought to the site.
2. Photograph debris, as directed by the City, to verify the source and type of debris.
3. Assist with communicating to residents proper handling and disposal practices.
4. Monitor the debris removal contractor collecting debris from the citizen drop off site to be taken to the Temporary Debris Storage and Recovery Site (TDSRS).
5. Traffic control as conditions require or as directed by the City Project Manager.

2.6 Debris Vehicle Certification

A. All debris hauling vehicles shall be measured and certified prior to performing debris removal. The Monitoring Contractor shall complete a certification on each vehicle deemed appropriate for collection. In addition to completing vehicle certification forms, photographs must be taken of each vehicle showing the vehicle number and type of vehicle. These photographs shall be attached with the certification. Original copies of these certifications, including photographs, shall be retained by the Monitoring Contractor on behalf of the City and provided to the City upon project completion. One copy shall be provided to both the debris removal contractor and the vehicle driver. Once these vehicles are certified, random verifications shall be performed at least once every two weeks to ensure no vehicle modifications have been made and to confirm data accuracy.

B. The Monitoring Contractor shall measure the usable space of each debris collection vehicle for volume and certify that capacity. This certification process includes developing certification forms and documents to accurately measure the cubic yard volume to the nearest cubic yard of each vehicle. These forms shall show the following at a minimum:

1. Vehicle make, model
2. Length
3. Width
4. Depth
5. Gross volume in cubic yards
6. Reduction areas such as wheel wells to reduce volume areas in cubic yards
7. Net volume in cubic yards
8. Tag number of vehicle
9. Company vehicle number
10. Driver of vehicle name (printed) and signature
11. Photograph of the driver of the vehicle
12. Disposal site monitor name (printed) and signature certifying vehicle

13. Date
14. Vehicle certification number
15. Vehicle identification number

C. When a debris site monitor signs a vehicle certification, they are certifying that **ALL** information is complete and correct. The debris site monitor shall not sign or accept any partially completed information. Only tickets that are one hundred (100%) percent complete will be paid by the County.

2.7 Public Information Assistance

A. The Monitoring Contractor shall provide regular status updates to the City's Project Manager for public information use.

B. The Monitoring Contractor shall provide the City's Project Manager and the debris removal contractor(s) with daily updates on the quantities and type of debris collected. Each daily report shall contain the following and any other key operational statistics as defined by the City Project Manager:

1. Contractor name
2. Contract number
3. Reports and graphs to delineate production rates of crews and their equipment, progress by area and estimations of total quantities remaining, estimated time to completion, and daily cumulative cubic yards of debris removed, processed, and hauled. This reporting is due no later than 10:00A.M. the following business day or as requested by the City.

2.8 Database Reporting

A. The Monitoring Contractor shall be responsible for collecting, auditing for completeness and accuracy, tabulating and organizing debris disposal data, including the ticket and photos, vehicle certifications, etc., into electronic formats to support federal, (FEMA), state and local reimbursements and subsequent audits.

B. A SQL Server Database shall be created by the Monitoring Contractor and backed up at regular intervals approved by the City. This database shall include all information on debris removal and disposal including but not limited to:

1. Complete load ticket information
2. Vehicle certification information
3. Stump removal information
4. Hanger removal data
5. Leaner removal information

Different database formats will only be considered if it is in the best interest of the City and must be approved by the City's Project Manager or designee.

All electronic reporting from the database shall be done in either the Adobe PDF format or Microsoft Excel. The database created by the Monitoring Contractor shall be given to the City with user documentation at the conclusion of the event. The Monitoring Contractor shall ensure the City can navigate, perform searches and produce reports from the final database in the same format provided for reimbursement.

2.9 Payment Monitoring and Reconciliation Process

The Monitoring Contractor shall review, validate and reconcile debris removal contractor(s) invoices prior to submission to the City for processing. The Monitoring Contractor shall conduct a meeting at the beginning of the debris removal operation to fully explain the process to the City, debris contractor(s) and FEMA representatives. All invoices from the debris contractor(s) shall be directed to the Monitoring Contractor. Within seven (7) calendar days of receipt, the invoices shall be reviewed by the Monitoring Contractor to be accepted or rejected. The Monitoring Contractor shall issue in writing to the City and the debris contractor, the acceptance or rejection of the invoices and a payment recommendation. If the invoice is rejected, the Monitoring Contractor shall clearly state the reasons for rejection and work with the debris contractor to resolve immediately. Only invoices that are one hundred (100%) percent accurate and complete will be forwarded to the City's Project Manager for payment.

2.10 Reporting to the City's Project Manager

The Monitoring Contractor shall contact the City's Project Manager no later than twenty-four (24) hours prior to a hurricane event or immediately upon the occurrence of a major disaster event within the City when there is no advance notification/warning. The Monitoring Contractor shall report to the City Project Manager or designee within eight (8) hours of being given a signed Task Authorization or Purchase Order.

2.11 Staffing Plan

The Monitoring Contractor shall include in the response to this ITB a management plan that will outline how the Monitoring Contractor proposes to handle the specified services, staffing (administrative and field), and equipment necessary to meet the City's requirements as identified in this ITB. The Monitoring Contractor shall submit a list of key personnel to be used in the resulting Contract, which shall include names and resumes. The supervising staff shall speak English and be able to effectively communicate with the drivers. The Monitoring Contractor may use other positions as necessary. All such positions and their purpose or role in the monitoring operations shall be identified.

2.12 Other Related Services

A. Event Closure

The Monitoring Contractor shall assist the City in preparing final reports necessary for City staff and designated debris removal contractors for reimbursement by FEMA and other applicable agencies for disaster recovery efforts. The Monitoring Contractor shall assist in reviewing and processing requests for payment by the debris removal contractor(s).

B. Federal Funding

To ensure that processing of federal funding is done as quickly as possible, the following information and its accuracy shall be the responsibility of the Monitoring Contractor:

1. Debris related invoices,
2. Monitoring information,
3. Reports,
4. Load tickets,

5. Consultant payroll,
6. Equipment hours
7. Vehicle certifications
8. Start and end dates of the first debris removal pass and all subsequent passes.

C. Compliance

The Monitoring Contractor shall provide professional oversight to ensure compliance with Florida Department of Environmental Protection (FDEP) regulations, Florida Department of Transportation (FDOT), Florida Forest Service (FFS), FEMA reporting requirements, and any other federal, state, or local regulation. The Monitoring Contractor shall stay current with FEMA policies and procedures and notify the City's Project Manager immediately as changes occur.

D. Meetings with City Personnel

The Monitoring Contractor shall meet with City representatives and the debris contractor daily during disaster event activation. During periods without a disaster, the Monitoring Contractor shall meet with the City's Project Manager or designee at least once a year at no cost to the City. This meeting shall occur prior to the hurricane season.

E. Additional Services

The Monitoring Contractor shall have the ability, at the request of the City, to implement a tracking mechanism to document each debris removal contractor truck's route to collect and transport debris to a Temporary Debris Storage and Recovery Site (TDSRS).

GENERAL SERVICES THAT WILL BE PERFORMED BY THE CONTRACTOR RESPONSIBLE FOR THE DIASTER REMOVAL DISPOSAL SERVICES CONTRACT THAT NEEDS TO BE MONITORED:

SEE ITB# 20-06 DISASTER DEBRIS REMOVAL and DISPOSAL SERVICES FEMA

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SECTION 4 – STANDARD PURCHASE DEFINITIONS

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

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

23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.
26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
33. **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** 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".)
58. **CONTRACTOR or Contractor** – the successful proposer(s)
59. **Construction & Demolition (C&D)** – Damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, fully cured asphalt, equipment, furnishings, and fixtures.
60. **Debris Management Team** – The team staffed by the City of Port Orange, Debris Monitoring Consultant and the CONTRACTOR.
61. **Debris Monitoring Consultant** – A Consultant retained by the City to manage administrative aspects of the recovery process including processing FEMA submittals.
62. **Debris** – **Scattered items and materials broken, destroyed, or displaced by a disaster. Example: trees, construction and** demolition material, personal property.
63. **Debris Removal** – The removal of debris from public right-of-way and other City owned property and transport to the applicable Temporary Debris Storage and Reduction Site(s).

64. **Electronic Waste –** Electronics that contain hazardous materials such as cathode ray tubes.
65. **Eligible Debris -** All debris resulting from the incident required to be removed, hauled and disposed of including, but not limited to, the requirements listed in this Scope of Services.
66. **Emergency Operations Center (EOC)** - Located at the City of Port Orange Headquarters building, 4545 S Clyde Morris Blvd, Port Orange, Florida 32129.
67. **Hazardous Tree -** FEMA considers incident-damaged trees to be hazardous and eligible if the tree has a diameter of 6 inches or greater measured 4.5 feet above ground level, and the tree: has a split trunk; has a broken canopy; or is leaning at an angle greater than 30 degrees.
68. **Federal Emergency Management Agency (FEMA)** - Agency tasked with responding to, planning for, recovering from and mitigating against disasters.
69. **FHWA** – Federal Highway Administration
70. **FDEM** – Florida Division of Emergency Management
71. **Government Debris Management Sites** - Any site approved by the City for debris collection and/or reduction, including TDSRS and Citizen Disposal Sites.
72. **Hazardous and/or Toxic Waste (HTW)** - Including, but not limited to, mercury containing devices, soil contaminated with fuel, hydraulic oil or other hazardous materials, batteries, bio-hazardous material, any oil or fuel not intended to be used or recycled.
73. **Incident** - Each disaster for which an NTP is issued. In the event of multiple incidents occurring during ongoing recovery operations, the Contractor will not be paid for mobilization unless additional TDSRS are required due to the subsequent incident.
74. **Logistical Staging Area (LSA)** - City designated location for the staging of disaster recovery resources including, but not limited to, trucks, cranes, trailers, heavy equipment.
75. **Marine Debris** – Any material obstructing a canal or waterway, including lake debris.
76. **Mileage Radius** - TDSRS within a radius of the mileage ranges indicated.
77. **Monitoring Consultant -** The Consultant under contract with the City to provide oversight and management of disaster recovery and debris removal contractor.
78. **Mulch -** The end product of the chipping or grinding of wood products.
79. **Notice to Proceed (NTP)** - The official written notice from an authorized City official instructing the Contractor to proceed with disaster recovery and debris removal activities as specified.
80. **Project Manager -** The individual with the overall responsibility of directing and managing the Contractor's disaster recovery and debris removal activities.
81. **Putrescent Debris** – Any debris that will decompose or rot, such as animal carcasses and other fleshy organic matter.
82. **Right-of-Way (ROW)** - The land which the City has title to, or right of use, for the road and its structures and appurtenances.
83. **TDSRS** ***- Temporary Debris Storage and Reduction Site(s) (TDSRS) - Including citizensite(s), located at various points within the City for the gathering, storage and reduction of debris related to a severe weather event or any other natural or manmade disaster or emergency.***
84. **White Goods** – Including, but not limited to, refrigerators, air conditioners, washing machines, electric or gas clothes dryers, electric or gas water heaters.
85. **Work Sites** – Any location at which the Contractor is delivering contract services under the contract, including debris pickup sites and all approved Government Debris Management Sites

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SECTION 5 – GENERAL TERMS AND CONDITIONS

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

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

1. ACCEPTANCE BY CITY

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

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 number 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 and City of Port Orange Website www.port-orange.org.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 the response from the successful bidder, 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 the response from the successful bidder, 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 lA 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 from the successful bidder, 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

Results from the recommendation of the requesting departments 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 with and shall be governed by the provisions of the City's Purchasing Policy.

The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Vendors; to reject any and all sealed bid 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 LOWEST Responsible Bidder(s) 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 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 to 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-Bid 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 will be determined through the Escalation/De-escalation provision.

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 City's representative and the Contractor. If the Contractor is found to be at fault, all repairs, restitution, or reimbursements to the City 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 LOWEST AND BEST RESPONSIBLE BIDDER(s) /PROPOSER(s)

In determining the lowest and best responsible Bidder(s)/Proposer(s), 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 they 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 nonresponse from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

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 any Bidder/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 contractoroffering such services to the 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

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

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

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

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

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

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

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

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Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
Required	Workers' Compensation The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions**. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	Contract Amount Limits Up to $10 million Statutory/$500,000 $10 - $20 million Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐If vessels involved, Jones Act coverage with limits of $500,000 required.
Required	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits: Combined Single Limit Bodily Injury and Property damage $1,000,000 occurrence $1,000,000 aggregate	☐When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Required	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits: Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. Additional Coverage:	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
Required	Professional Liability	Limits: Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - $ To be determined.	
☐	Contractor Pollution Liability	Limits: Coverage - $1,000,000	
Required	Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
Required	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $25,000.00.**		
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods under $25,000.00.**		

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. 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.

60. 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.

61. 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.

62. 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.

63. 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.

64. 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.

65. 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.

66. OTHER AGENCIES

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).

67. PATENTS/COPYRIGHTS

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

68. 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. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

69. PREPARATION OF RESPONSES

In preparing Responses, the Bid Form, Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, Drug Free Preference Statement and FEMA Requirements Attachment, Certification Regarding Debarment, Suspension and Other Responsibility Matters, Conflict of Interest Disclosure, and Ethics Clause and Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be written in ink, or electronically inputted 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 this solisataion. The Vendor shall sign their name and give their 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.

70. 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.

71. 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 initial term 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. Pricing on all transportation, freight, dray-age and other charges are to be prepaid by the contractor and included in the bid prices. 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.

72. PRODUCTS/ESTIMATES:

Quantities listed are estimates only and actual usage may be more or less. The City will pay only for actual quantities ordered and received. Order size will vary

73. 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.

74. 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.

75. 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.

76. PUBLIC RECORDS COMPLIANCE

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

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

b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

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

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

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

77. PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT

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

78. 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. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped FOB Destination 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. Non-conformance 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.

79. 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.

80. 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.

81. 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.

82. RECYCLED MATERIALS

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

83. REJECTING OF RESPONSES, REBIDDING

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount

and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

84. 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.

85. 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.

86. RIGHT OF NEGOTIATION RFP/RFSQ/ITN (n/a for ITB's)

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

87. 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.

88. 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.

89. RULES, REGULATIONS AND LICENSING REQUIREMENT

The Vendor shall comply with all laws, OSHA, EPA, 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.

90. 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.

91. 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.

92. 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.

93. 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.

94. SIGNED RESPONSE CONSIDERED AN OFFER

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

95. 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.

96. 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.

97. 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.

98. SUBCONTRACTING

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

99. 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.

100. 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.

101. 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.

102. 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.

103. TERMINATION CONVENIENCE - NOTICE

The City may terminate the Agreement at any time, without cause, upon notice to Bidder, in which case the following provisions shall apply: (A) The notice may be effective as of a date certain or may apply only after the delivery of certain enumerated deliverables; (B) The City shall pay to Bidder upon receipt of an invoice from Bidder otherwise complying with the Agreement, for any services in respect of a deliverable not yet delivered which have actually been performed by Bidder, pro-rated on a percentage completion basis based on Bidder's reconciliation of labor actually expended.

104. 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.

105. 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.

106. 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.

107. 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.

108. 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.

109. 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)

110. WARRANTIES

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

SECTION 6 – SPECIAL CONDITIONS

PRECEDENCE IN TERMS:

In the event of a conflict, the Special Terms and Conditions shall take precedence over all other sections.

PERIOD OF OFFER VALIDITY:

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

CONTRACT TERM / COMPLETION TIME:

The Contract shall be valid from the date the City executes the contract for a five (5) year period with one (1) additional five (5) year renewal option. Authorization for goods or services under the Contract will be in the form of a Notice to Proceed, Task Authorization or Purchase Order.

ESCALATION / DE-ESCALATION:

Bid prices shall remain firm for a period of the contract. The contract prices may be changed after the initial term for the following reasons: An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit. All written request for a price increase must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Manager 30 days prior to the scheduled renewal of the contract. Approval of each request shall be by written confirmation from the City Purchasing Manager. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

ELIGIBILITY OF BIDDER:

To be eligible to respond to this ITB, the Bidder must have prior successful experience working with the Disaster Debris Monitoring Services.

MINIMUM QUALIFICATIONS:

- Five (5) years of experience in DISASTER DEBRIS MONITORING

CODE OF CONDUCT:

Vendors and their subcontractors or teaming partners, upon award, must provide and maintain a written code of standards governing the performance of their employees working on the projects or administering the contract. It shall be the sole responsibility of the "Prime Vendor" to maintain and provide a copy of sub or teaming partner's codes of conduct to the City of Port Orange upon request.

SOCIOECONOMIC CONTRACTING:

In compliance with 44 C.F.R. § 13.36 (e) the City of Port Orange encourages small and minority firms, women's business enterprises and labor surplus area firms to submit proposals. When "prime" vendors use subcontractors or teaming partners they must ensure that they adhere to 44 C.F.R. § 13.36 (e) and encourage the use of socioeconomic contracting. If subcontractors or teaming partners will be utilized, prime vendors must provide documentation of their attempt(s) to comply with the socioeconomic requirements of 44 C.F.R. when submitting a response to this ITB.

BIDDER/PROPOSAL SECURITY:

Due to the nature of this ITB and in accordance with FEMA ATTACHMENT in Section 7, a bid bond is necessary.

PERFORMANCE AND PAYMENT BOND:

The Contractor shall furnish to the City, prior to the commencement of operations, a Performance and Payment Bond in an amount equal to the value established within an issued Purchase Order and/or Task Authorization, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers. If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

NON-EXCLUSIVITY OF CONTRACT:

The selected Bidder 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.

AWARDS:

The recommendation from the requesting department 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 with and shall be governed by the provisions of the City's Purchasing Policy.

The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Bidders; to reject any and all sealed bid proposals, or to waive any informality or technicality in sealed bid 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, seals bid proposal or quote for purchase of services and goods by the City of Port Orange.

SUBCONTRACTING:

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

BIDDER/PROPOSER'S PRODUCT OR SERVICES:

The Bidder'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.

If the Bidder is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.

The Bidder 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 Bidder.

In furnishing the service or product to the City, the Bidder shall comply with all federal, state, county laws, city rules, OSHA, and EPA 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.

LITERATURE (if applicable):

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

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 – Authorized Signatures/Negotiators

_____Form 7.8 – Statement of Vendor's Qualifications

_____Form 7.9 – Professional References for Previous Experience

_____Form 7.10 – Certificate as to Corporate Principal

_____Form 7.11 – Listing of Subcontractors

_____FEMA ATTACHMENTS

_____Attachment 1 – Bid Proposal

_____Copy of License (Contractor, Sunbiz, etc.)

_____BID BOND

_____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 by means of ___ physical presence or ____ online notarization, this _____ day of _____, 20__, by _____, as _____ of _____, a _____. He or she is ____ personally known or ____ 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 7.3 – 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:

* *

_____
Name of Business

By:_____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of_____physical presence or _____online notarization, this_____day of_____, 20___, by_____who is personally known to me or who produced_____as identification.

My Commission Expires: _____

_____
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 _____

The foregoing instrument was acknowledged before me by means of_____physical presence or _____online notarization, this_____day of_____, 20___, by_____who is personally known to me or who produced_____as identification.

My Commission Expires: _____

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

This document must be completed and returned with your Submittal

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, personallyappeared 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 _____

The foregoing instrument was acknowledged before me by means of_____physical presence or _____online notarization, this_____day of_____, 20___, by_____who is personally known to me or who produced_____as identification.

My Commission Expires: _____

_____
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 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

Name	Title	Phone #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____
(Authorized Signature)

_____
(Print Name of Authorized Signature)

This document must be completed and returned with your Submittal

FORM 7.8 – STATEMENT OF VENDOR'S QUALIFICATIONS

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.

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 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 _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20___, by _____ who is personally known to me or who produced _____ as identification.

My Commission Expires: _____

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

This document must be completed and returned with your Submittal

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that they 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 three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

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 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The bidder proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract and as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract. The Owner reserves the right to check references and confirm information provided herein.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1					
2					
3					

This document must be completed and returned with your Submittal.

FORM 7.10 – CERTIFICATE AS TO CORPORATE PRINCIPAL

I,_____, certify that I am the_____secretary of the corporation named as Principal in the within Bid Bond; that _____ _____, who signed the said Bid Bond on behalf of the Principal, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

_____
Signature

AFFIX CORPORATE SEAL

This document must be completed and returned with your Submittal

FORM 7.11 – LISTING OF SUBCONTRACTORS

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. The successful Vendor shall not substitute subcontractors without approval from the City of Port Orange Department Head. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1

Name:_____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name:_____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name:_____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name:_____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name:_____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FEMA ATTACHMENT

Either this solicitation is fully or partially Grant funded. The City will seek reimbursement from FEMA. Contractor shall comply with the clauses as enumerated below.

1. Contractor Compliance: This is an acknowledgement that FEMA financial assistance will be used to fund the agreement. The Contractor will comply with all applicable federal laws, regulations, and Executive Orders, including FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with FEMA.

2. Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). All contractors entering into Federal funded contracts over $100,000 must comply with the Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

3. Conflict of Interest: The Contractor must disclose in writing any potential conflict of interest to the City or pass-through entity in accordance with applicable Federal policy. Additionally, the award hereunder is subject to the provisions of Chapter 112, Florida Statutes.

4. Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. (***See Sworn Statement on Public Entity Crimes***)

5. Utilization of Minority and Women Firms (M/WBE): The Contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the Contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the Contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the Contractor has established delivery schedules, where permitted, to encourage such businesses to respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal.

6. Equal Employment Opportunity:

a. The Contractor will not discriminate against any employee or applicant for

employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or

by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

7. Davis-Bacon Act: If applicable to the contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and

3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

(See Prevailing Wage Determination by the Department of Labor

8. Copeland Anti Kick Back Act:

a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3, if applicable, which are incorporated by reference into the contract.

b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12."

9. Contract Work Hours and Safety Standards Act

a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph a. of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph

a. of this section.

c. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph b. of this section.

d. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph a. through d. of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs a. through d. of this section.

10. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387): as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), ''Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall certify compliance. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts. (**See Appendix Certification Regarding Debarment, Suspension, and Other Responsibility Matters**)

12. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractor agrees to

comply with this provision. Contractor shall file the required certification.

(See Appendix Ethics Clause and Certification Regarding Lobbying For Contracts, Grants, Loans and Cooperative Agreements).

13. Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of ‘‘funding agreement’’ under 37 CFR § 401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ‘‘funding agreement,’’ the Contractor must comply with the requirements of 37 CFR Part 401,‘‘Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,’’ and any implementing regulations issued by the awarding agency.

14. Procurement of Recovered Materials: Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of the contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

15. Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in the contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

16. Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in the agreement.

17. Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

18. Termination for Default or Convenience: Please see the contract attached to this solicitation.

19. Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

20. Prohibition on utilization of cost plus a percentage of cost contracts: The City will not award contracts containing Federal funding on a cost plus percentage of cost basis.

21. Prohibition on utilization of time and material type contracts: The City will not award contracts based on a time and material basis unless the strict federal requirements regarding time and material contract are met.

22. DHS Seal, LOGO, and Flags The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

[Remainder of this page intentionally left blank]

As the person authorized to sign this statement, I certify that this contractor complies/will comply fully with the above requirements.

STATE OF _____
COUNTY OF _____

Contractor/Firm: _____

Date:_____

By:_____
Printed Name/Title:_____
_____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ____ online notarization, this _____ day of _____, 20__, by _____, as _____ of _____, a _____. He or she is ____ personally known or ____ produced _____as identification.

_____
Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

APPENDIX: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

PRIMARY COVERED TRANSACTIONS

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
   d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

STATE OF _____ **Contractor/Firm:** _____
COUNTY OF _____

Date:_____ By:_____
Printed Name/Title:_____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ____ online notarization, this _____ day of _____, 20__, by _____, as _____ of _____, a _____. He or she is ____ personally known or ____ produced _____as identification.

_____
Notary Public, State of _____

Printed, typed or stamped name, commission and expiration

APPENDIX : CONFLICT OF INTEREST DISCLOSURE

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Contractor must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of the City. All firms must disclose the name of any City officer or employee who owns, directly or indirectly, an interest in the Contractor's firm or any of its branches or affiliates. All Contractor must also disclose the name of any employee, agent, lobbyist, previous employee, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Council in connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Officer or Employee of the City:

_____ _____

_____ _____

Name of Officer or Employee that owns any interest in Contractor's firm:

_____ _____

_____ _____

STATE OF _____
COUNTY OF _____

Contractor/Firm: _____

Date:_____

By:_____
Printed Name/Title:_____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ____ online notarization, this _____ day of _____, 20__, by _____, as _____ of _____, a _____. He or she is ____ personally known or ____ produced _____as identification.

_____
Notary Public, State of _____

Printed, typed or stamped name, commission and expiration

APPENDIX: ETHICS CLAUSE AND CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENT

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

STATE OF _____ **Contractor/Firm:** _____
COUNTY OF _____

Date:_____ By:_____
Printed Name/Title:_____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ____ online notarization, this _____ day of _____, 20__, by _____, as _____ of _____, a _____.
He or she is ____ personally known or ____ produced _____as identification.

_____
Notary Public, State of _____

Printed, typed or stamped name, commission and expiration

AFFIDAVIT REGARDING WORKERS' COMPENSATION

IMPORTANT

This certificate must be completed and returned by the Awarded Vendor, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

State of _____

County of _____

I, _____, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the _____ Company, under the terms of Policy Number _____ for a period from _____, 20___ to _____, 20___.

WITNESS:
By: _____
Name: _____

CONTRACTOR:
Company: _____
By: _____
Name/Title: _____

Sworn to and subscribed before me this ___ day of _____, 20___.
My Commission Expires: _____

_____
Notary Public

_____
Notary Public Printed Name

CERTIFICATE OF INSURANCE
FOR WORKERS' COMPENSATION

IMPORTANT

This certificate must be completed and returned by the Awarded Vendor, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage. This certificate must be completed by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed On Insurance Company's Standard Form may be attached hereto.

This is to certify that _____, Company has issued to _____, of the City of _____, State of _____, the following policy or policies:

Workers' Compensation and Employer's Liability Policy No. _____
Effective on _____, 20____, and expiring on _____, 20____.
Description of limits: _____
_____

If at any time this coverage is to be cancelled, the undersigned will notify the insured and the _____ in writing thirty (30) days prior to cancellation of policy.

WITNESS:
By: _____
Name: _____

INSURANCE COMPANY:
Company: _____
By: _____
Name/Title: _____

BID COST/FEE PROPOSAL

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

Bid Form

CITY OF PORT ORANGE

ITB #20-07

Disaster Debris Monitoring FEMA

Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission

Instruction to save Attachment from DemandStar website:

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 SIGNATURE:	

ITEM #	EMPLOYEE/SERVICE CATEGORY	ESTIMATED HOURS	HOURLY RATE	EXTENDED COST
1	ON-SITE PROJECT MANAGER	1,000	$ -	$ -
2	SITE SUPERVISOR OR AREA SUPERVISOR	3,333	$ -	$ -
3	TOWER MONITOR	6,667	$ -	$ -
4	FIELD MONITOR	3,333	$ -	$ -
5	ADMINISTRATIVE SUPPORT STAFF	3,360	$ -	$ -
6	1-8XX TELEPHONE SERVICE	833	$ -	$ -
7	GIS ANALYST	33	$ -	$ -
			TOTAL COST:	$ -

Proposer may submit a schedule of additional positions, with corresponding hourly rates on the form below.
Proposer must attach a job description for each additional position submitted. EXAMPLES SHOWN BELOW
THE FEES FOR OTHER POSITIONS ARE FOR FUTURE USE IF NECESSARY BY THE CITY. THEY WILL NOT BE A FACTOR IN THE EVALUATION F COST
The hourly rates shall include all costs, including but not limited to applicable insurance, overhead and profit ,travel, fuel, lodging, tolls, transportation and out-of-pocket expenses.

ITEM #	ADDITIONAL POSITION(S) IF REQUIRED	ESTIMATED HOURS	HOURLY RATE	EXTENDED COST
1	Operations Manager	1,000	$ -	$ -
2	FEMA Coordinator	667	$ -	$ -
3	Scheduler/Expediter	167	$ -	$ -
4	Computer Analyst	33	$ -	$ -
5	Environmental Specialist	83	$ -	$ -
6	Project Inspectors (Citizen Site Monitors)	1,667	$ -	$ -
7	Project Inspectors (Load Ticket/Data Entry Clerks/QA/QC)	1,667	$ -	$ -
8	Billing/Invoice Analysts	833	$ -	$ -
9	Administrative Assistants	833	$ -	$ -
10	Field Coordinators (Crew Monitors)	10,000	$ -	$ -
	LIST ANY OTHERS NOT SHOWN		$ -	$ -
1			$ -	$ -
2			$ -	$ -
3			$ -	$ -
4			$ -	$ -
5			$ -	$ -
6			$ -	$ -
7			$ -	$ -
8			$ -	$ -
9			$ -	$ -

This document must be completed and returned with your Submittal

BID BOND

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____, (hereinafter called "PRINCIPAL"), and _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____ (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of _____ dollars and (_____)/100 ($_____), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated _____, 20___, for:

Project Name / Bid No.:

Project Address:

Legal Description: N/A

Description of Work:

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this _____ day of _____, A.D. 20___, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

***Note**: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).*

PRINCIPAL:

_____
Signature

_____
Corporate Officer & Title

ATTEST:

_____
Signature

_____
Corporate Secretary (Affix Corporate Seal)

WITNESSESS:

_____

_____

SURETY:

_____
Attorney-in-Fact (signature)

_____
Name & Title

_____
Name of Local Resident Agent

_____
City, State, Zip

_____
Telephone:
A.M. Best No.: _____ *NAIC No. :* _____

ATTEST:

_____
Signature

_____
Corporate Secretary (Affix Corporate Seal)

STATE OF _____
COUNTY OF _____

Before me this day personally appeared _____ *(affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the* _____ *(corporate surety) and that this person has been authorized by* _____ *(corporate surety) to execute the forgoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.*

_____
Signature of Affiant

Sworn to / Affirmed and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who produced _____ as identification.

_____
NOTARY PUBLIC – STATE OF
Type or print name: _____
Commission No.: _____
Commission Expires: _____
(Seal)

END OF BID BOND

This document must be completed and returned with your Submittal

CITY OF PORT ORANGE
CONTRACT FOR SERVICES

This Contract for Services ("Contract" or "Agreement") is entered into this ____ day of _____, **20__**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, a _____ corporation whose principal address is _____ ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. *Provision of Services*

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

(i) _____

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

Term: The term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue until _____ (the "Term").

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

Time and Essence: Contractor acknowledges that time is of the essence for the performance of the Task Authorization, Notice to Proceed or Purchase Order issued hereunder.

2. Authorization for Services: This Contract standing alone does not authorize the performance of any work or services to be provided by the Contractor or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of a written Task Authorization(s) issued and executed by the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "__." Contractor agrees to review, execute, and return an executed copy of the Task Authorization and a bond via facsimile or e-mail within 36 hours of City's delivery. If the contract is for goods: This Contract standing alone does not authorize the purchase of any goods or require the City to place any orders for goods. Authorization for the purchase of goods from Contractor under this Contract shall be upon issuance of a Notice to Proceed and a written Purchase

SAMPLE

Order issued and executed by the City. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

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

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

(a) Front Page for Bond (F.S. § 255.05)

(b) Combination Payment and Performance Bond (F.S. § 255.05)

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

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

7. *Termination for Convenience of the City*

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

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

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

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

SAMPLE

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

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

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

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 24 of this contract concerning disputes.

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

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

10. *Examination of Records*

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after closeout of the FEMA grant , have access to and the right to examine and

SAMPLE

copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

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

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

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

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

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

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

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

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

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

12. *Termination for Non-Appropriation of Funds*

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

SAMPLE

accordance with this Section, the City shall be liable only for payments due through the date of termination.

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

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

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

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

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

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

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation

SAMPLE

to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions**. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	Contract Amount Limits Up to $10 million Statutory/$500,000 $10 - $20 million Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐If vessels involved, Jones Act coverage with limits of $[illegible]00,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits: Combined Single Limit Bodily Injury and Property damage $1,000,000 occurrence $1,000,000 aggregate	☐When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits: Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	

SAMPLE

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

SAMPLE

14. *<u>A Contract for the purchase</u>* of supplies shall be governed by the City of Port Orange Code of Ordinances, as amended, and such supplies shall be deemed "goods," as defined therein.

15. *<u>Assignability of Contract</u>*. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

16. *<u>Modifications or Changes to this Contract</u>*

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

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

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

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

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

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

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

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

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

21. *Inspection*

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of

SAMPLE

correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

22. *Liability for Loss or Damage*.

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

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

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

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

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

SAMPLE

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

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

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

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

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

28 *Compliance with Other Federal Standards.*

(a) Compliance with Federal Laws, Regulations and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the agreement. The Contractor will comply with all applicable federal laws, regulations, and Executive Orders, including FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with FEMA.

(b) Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this agreement.

(c) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance

SAMPLE

with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). All contractors entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(d) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(e) Utilization of Minority and Women Firms (M/WBE): The Contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the Contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the Contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the Contractor has established delivery schedules, where permitted, to encourage such businesses to respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal.

(f) Equal Employment Opportunity:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such

SAMPLE

information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vi) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(vii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

SAMPLE

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

(g) Davis-Bacon Act: If applicable to this contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This contract was conditioned upon the acceptance of the Department of Labor Wage Determination.

(h) Copeland Anti-Kick Back Act:

(i) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3, if applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(i) Contract Work Hours and Safety Standards Act:

(i) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics

SAMPLE

shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (i) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this section.

(iii) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this section.

(iv) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (i) through (iv) of this section.

(j) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(k) Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), ‘‘Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts. The Contractor shall certify compliance.

SAMPLE

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractor agrees to comply with this provision. Contractor shall file the required certification.

(m) Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of ''funding agreement'' under 37 CFR § 401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the Contractor must comply with the requirements of 37 CFR Part 401,''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency.

(n) Procurement of Recovered Materials: Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(i) competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) meeting contract performance requirements; or

(iii) at a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(o) Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books,

SAMPLE

documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(p) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in this Agreement.

(q) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

(r) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(s) DHS Seal, LOGO, and Flags: The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

(t) No Obligation by Federal Government

The Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

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

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

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

Copy to: City of Port Orange
Attention: _____
1000 City Center Circle

SAMPLE

Port Orange, Florida 32129
(386) 506-____

Contractor: _____
Attention: _____
_____
_____
_____
_____

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

31. *Contract Construction*

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

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

[Remainder of this page intentionally left blank]

SAMPLE

Witnesses:

_____

_____
Printed Name:_____

_____
Printed Name:_____

By:_____
Printed Name:_____
Title:_____

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

Date:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ____ online notarization, this _____ day of _____, 20__, by _____, as _____ of _____, a _____. He or she is ___ personally known or ____ produced _____as identification.

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

SAMPLE

Witnesses:

CITY OF PORT ORANGE

_____

Printed Name:_____

By:_____
M.H. Johansson, City Manager ***OR***
Donald O. Burnette, Mayor

_____

Printed Name:_____

Date:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ___ physical presence or ____ online notarization, this _____ day of _____, 20____, by Donald O. Burnette, as Mayor OR M.H. Johansson, as City Manager of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He or she is ____ personally known or ____ produced _____as identification.

_____

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

Witnesses:

ATTEST:

_____

Printed Name:_____

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

_____

Printed Name:_____

Date:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ___ physical presence or ____ online notarization, this _____ day of _____, 20__, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He or she is ____ personally known or ____ produced _____as identification.

_____

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

SAMPLE

TASK AUTHORIZATION NO. Click here to enter text.
Contract for Services dated Click here to enter text.
Between the City of Port Orange, Florida and Click here to enter text.

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

1. This Task Authorization expressly modifies the Agreement and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. The Click here to enter text. Department Head, Click here to enter text., or their designee, Click here to enter text., if applicable, shall perform contract administration for this Task Authorization No. Click here to enter text., and may be reached at Click here to enter text..

3. In addition to all other terms and conditions contained in the Agreement, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."

4. Contractor shall complete the services to be provided herein within Click here to enter text. days of the date of written notice by the City to the Contractor.

5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed $ Click here to enter text.. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.7, Florida Statutes, as amended.

6. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. __.

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

SAMPLE

shall be formed between the Contractor and the City until the City signs this Task Authorization.

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

Witnesses:

_____

_____
Printed Name:_____

_____
Printed Name:_____

_____

By:_____
Printed Name:_____
Title:_____

If this Agreement is signed by an individual not identified in the records of the Florida Department of State, Division of Corporations, then please provide written authorization for that individual to enter into Agreement on behalf of said entity.

Date:_____

SAMPLE

Witnesses:

CITY OF PORT ORANGE

_____ By: _____

Printed Name: _____ M.H. Johansson, City Manager

_____ Date: _____

Printed Name: _____

Witnesses:

ATTEST:

_____ By: _____

Printed Name: _____ Robin L. Fen[illegible]k, MMC, City Clerk

_____ Date: _____

Printed Name: _____

SAMPLE

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

PAYMENT AND PERFORMANCE BOND

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

BOND NO. _____

PRINCIPAL:
Developer or Contractor: _____
Principal Business Address: _____

Contact Person: _____
Phone Number: _____

SURETY:
Address: _____

Contact Person: _____
Phone Number: _____

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

Amount: $_____ **City Case/Project No.** _____

Description of Work: _____

Project Location: _____
Port Orange, Volusia County, Florida

Legal Description: _____

SAMPLE

Front Page

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

[MTR/sal 2015-02-10]

_____

Name of Project

City Project No._____

Bond No._____

COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION

per Section 255.05, Florida Statutes

Guaranty for Construction of Public Improvements

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____, entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

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

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

[MTR/sal 2015-02-10]

SAMPLE

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

Attest:

_____
(Name of Principal)

_____
(As to Corporate Principal) Secretary

By:_____
Name/Title:_____

_____
(Witness to Principal)

(Corporate Seal)

_____
(Surety)

_____
(Witness to Surety)

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

(Corporate Seal)

SAMPLE

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

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

[MTR/sal 2015-02-10]

End of Solicitation Documents

CITY OF PORT ORANGE
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5704
purchdiv@port-orange.org

ADDENDUM NO. #1
June 3, 2020
ITB #20-07 Disaster Debris Monitoring Services

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated May 5, 2020 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. **CLARIFICATIONS:**
N/A

B. **CHANGES TO SPECIFICATIONS:**
N/A

C. **QUESTIONS AND ANSWERS:**

Question 1: We are kindly requesting that the City waives **all** of the Bonding requirements as the Federal procurement regulations in 2 CFR §200.325 only recommends bonding requirements for construction or facility improvements contracts. 2 CFR 200.325 states the following:

§ 200.325 Bonding requirements. For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or passthrough entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

a. A bid guarantee (bid bond) from each bidder equivalent to five (5%) percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

b. A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

c. A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

Answer: Bond requirements will not be waived. Both are required.

Question 2: Is client open to negotiate the terms and conditions at the contract stage with the awarded Proposer/Contractor?
Answer: The City will use its standard provisions.

Question 3: Due to the ongoing COVID-19 crisis and many of our staff still working from home, will the City consider allowing electronic submissions?
Answer: No, not at this time. As required and stated by the ITB, submissions will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 on the Time and Date noted in the ITB.

Question 4: Bid Guarantee in the form of a Bid Bond executed by the Bidder and an acceptable surety or a certified check or bank draft payable to the City of Port Orange, Florida in an amount equal to five percent (5%) of the proposed bid shall be submitted with each submission. Is the City willing to waive the Bid bond? This bid is for a standby contract with no actual value to place a bid bond on at this time and exposes vendors to open lines of credit or causes them to incur bond costs without any guaranteed/specified work. Additionally, Federal procurement regulations in 2CFR only require a bid guarantee for 'construction or facility improvement contracts'. Monitoring services are considered to be Professional Services in consulting as they are oversight and advisory and not of a physical work nature.
Answer: No. The City will not waive the Bid Bond.

Question 5: Section 2.1.C.3, Scope of Services "An interactive web map shall be provided for in-house city staff with all information available in the working database…The City may optionally request a second web map for the public to communicate information and data approved by the City for public communication. The Monitoring Contractor shall provide the City, upon request, data contained in the web map in an ESRI geodatabase format. City access to the web map ESRI REST service(s) is preferred. We currently use Google Maps to track our monitors in the field. Is this acceptable to the City?
Answer: No. It must be ESRI geodatabase.

Question 6: Section 5 General Terms and Conditions. Would the City be agreeable that in the event there is a default that the Vendor will be provided a written notice and given the right to cure?
Answer: The City will use its standard contract provisions located in the standard contract attached to the ITB.

Question 7: Section 5 General Terms and Conditions. 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. Is the City willing to waive the Bid bond, Payment and Performance Bonds?
Answer: No. These bonds ensure that work will be done in times of emergency.

Question 8: If the Bid Bond is not waived, what is the dollar value of the Bid Bond, since the values are estimated?
Answer: The amount of the bid bond shall be for $50,000.

Question 9: Section 5 General Terms and Conditions 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. Would the City be agreeable to accepting a Contingency Certificate listing City of Port Orange as a Certificate Holder as it is not within the normal practice to issue a final COI until a final contract is in place?
Answer: No. Once an intent to award is issued, the vendor will have executed the contract. The City will need the COI before it executes the contract.

Question 10: Section 5 General Terms and Conditions 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. Could the City clarify as to how this is applicable to a Debris Monitoring contract?
Answer: Not applicable.

Question 11: Section 5 General Terms and Conditions 25. Cooperative Purchasing. Could the City clarify what is the intent of this section as it is not clear how it would impact the contract?
Answer: Not applicable.

Question 12: Section 5 General Terms and Conditions 28. Damage. Any damage to driveways, irrigation systems, sidewalks, pavement, or landscaping will be evaluated by the City's representative and the Contractor. If the Contractor is found to be at fault, all repairs, restitution, or reimbursements to the City must be completed within one week of discovery. Could the City clarify how this would be applicable in a Debris Monitoring Contract?
Answer: Not applicable.

Question 13: Section 5 General Terms and Conditions 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. Would the City be agreeable to notifying the Vendor if there is a default and be given the right to cure such default?
Answer: The City will use its standard contract provisions located in the standard contract attached to the ITB.

Question 14: Section 5 General Terms and Conditions 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. Could the City clarify this section as it would appear to read that if grant funds are utilized the Vendor wouldn't get paid until the grant funds are available?

Answer: The Vendor needs to comply with all Federal/FEMA requirements. The City will pay the Vendor and seek reimbursement from FEMA.

Question 15: Section 5 General Terms and Conditions 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. Would the City be agreeable to the revisions below as the current language is to broad:

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 to the extent arising out of, ~~any act, action, neglect or omission~~ relating to or resulting from the negligence or willful misconduct by contractor during the performance of the services under 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.

Answer: No. The City will use its standard contract provisions.

Question 16: Section 5 General Terms and Conditions 52. Insurance Requirements. The City reserves the right to increase insurance coverage as determined for higher risk contracts. Would the City be agreeable that in the event the City determines to request an increase to the insurance coverage that the Vendor will be able to negotiate pricing as it may require additional costs that has not already been addressed?

Answer: No. This is a standard contract provision.

Question 17: Section 5 General Terms and Conditions 56. Legal Requirements. 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. Would the City be agreeable to the revisions below:

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, reasonable attorneys' fees and court costs) to the extent arising out of, ~~or incidental to the~~ relating to or resulting from the negligence or willful misconduct performance of the services of this 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.

Answer: No. The City will use its standard contract provisions.

Question 18: Section 5 General Terms and Conditions 63. 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. Would the City be agreeable to notifying the Vendor if there is a default and providing the right to cure?

Answer: The City will use its standard provisions contained in the standard contract attached to the ITB.

Question 19: Section 5 General Terms and Conditions 65. 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. Could the City clarify if the intent with this language is to allow other agencies to utilize? If so, how will the vendor know if the Department of Management Services has certified the cost effectiveness? Would the Vendor have the ability to refuse any orders?

Answer: Not applicable.

Question 20: Section 6 Special Conditions Performance and Payment Bond. The Contractor shall furnish to the City, prior to the commencement of operations, a Performance and Payment Bond in an amount equal to the value established within an issued Purchase Order and/or Task Authorization, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers. If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value. This bid is for a standby contract with no actual value to place a bid bond on at this time and exposes vendors to open lines of credit or causes them to incur bond costs without any guaranteed/specified work. Additionally, Federal procurement regulations in 2CFR only require a bid guarantee for "construction or facility improvement contracts". Monitoring services are considered to be Professional Services in consulting as they are oversight and advisory and not of a physical work nature. Would the City waive this requirement?
Answer: No. The City needs this to ensure that work will be done in times of emergency.

Question 21: Sample Contract 2. Authorization for Services. Contractor agrees to review, execute, and return an executed copy of the Task Authorization and a bond via facsimile or e-mail within 36 hours of City's delivery. Would the City be agreeable to revise the turnaround time from 36 hours to 72 hours?
Answer: No, since the City needs this to ensure that work will be done quickly in times of emergency.

Question 22: Sample Contract 4. Contract Documents. In accordance with Statute 255.05 a bond is required for construction which is not applicable to debris monitoring services. Would the City be agreeable to deleting the referenced section?
Answer: No. A payment and performance bond will be required. The City needs this to ensure that work will be done in times of emergency.

Question 23: Sample Contract 9. Termination for Default. Would the City be agreeable to providing the Vendor a written notification if there is a default and provide the right to cure?
Answer: The City will use the provisions contained in its standard contract attached to the ITB.

Question 24: Sample Contract 13. Insurance. The City reserves the right to increase insurance coverage as determined for higher risk contracts. Would the City be agreeable that in the event the City determines to request an increase to the insurance coverage that the Vendor will be able to negotiate pricing as it may require additional costs that has not already been addressed?
Answer: No. This is a standard contract provision.

Question 25: Sample Contract 20 Additional Bond. In accordance with Statute 255.05 a bond is required for construction which is not applicable to debris monitoring services.
Additionally, Federal procurement regulations in 2CFR only require a bid guarantee for "construction or facility improvement contracts". Monitoring services are considered to be

Professional Services in consulting as they are oversight and advisory and not of a physical work nature. Would the City be agreeable to deleting the referenced section?
Answer: No. A payment and performance bond will be required. The City needs this to ensure that work will be done in times of emergency.

Question 26: Sample Contract 22 Liability for Loss or Damage. Would the City be agreeable to negotiating this section?
Answer: No. The City will use its standard contract.

Question 27: Sample Task Order Section 6. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No._. Would the City be agreeable to removing this requirement? In accordance with Florida Statute 255.05, bonding is required for construction contracts which is not applicable to debris monitoring services. Additionally, Federal procurement regulations in 2CFR only require a bid guarantee for '"construction or facility improvement contracts". Monitoring services are considered to be Professional Services in consulting as they are oversight and advisory and not of a physical work nature.
Answer: No. A payment and performance bond will be required. The City needs this to ensure that work will be done in times of emergency.

David Van Valkenburgh CFCM, C.P.M.
Purchasing Agent dvanvalkenburgh@port-orange.org

In all other respects, except as specifically stated herein, the subject ITB #20-07 Disaster Debris Monitoring Services remains unchanged.

END OF ADDENDUM NO. #1

Electronic Copy

City of Port Orange, Florida

Invitation to Bid No. 20-07

DISASTER DEBRIS MONITORING SERVICES

Opening Date/Time: June 9, 2020 | 2:30 PM

thompson
CONSULTING SERVICES

thompson
CONSULTING SERVICES

June 9, 2020

David Van Valkenburgh, Purchasing Agent
Finance Department, City Hall
1000 City Center Circle
Port Orange, FL 32129

RE: Invitation to Bid No. 20-07 for Disaster Debris Monitoring

Dear Members of the Selection Committee,

Thompson Consulting Service, LLC (Thompson) is pleased to submit the enclosed bid to provide the City of Port Orange, Florida (City) with professional disaster debris monitoring services. Thompson is a full service emergency planning, response, disaster recovery and grant management consultancy. Our consultants have over 50 years of combined experience in supporting local and state agencies in response to tornadoes, hurricanes, floods, wildfires, earthquakes, ice storms, rock slides, oil spills and other natural disasters. Our approach to providing disaster response and recovery services maintains a primary focus on the efficient and effective utilization of resources while assisting our clients with navigating the funding channels of the Federal Emergency Management Agency's (FEMA) Public Assistance (PA) program as well as other post-disaster grant programs. We believe Thompson is best suited to continue to assist the City with disaster debris monitoring services for the following reasons:

POST-DISASTER DEBRIS REMOVAL MANAGEMENT AND FEMA FUNDING EXPERIENCE: Thompson's experience with post-disaster debris removal monitoring and management services spans three decades and accounts for the administration of more than $3.5 billion of debris removal funding on behalf of more than 250 local and state government agencies. Our staff's experience is unparalleled in the industry and provides assurance to the City that its disaster reimbursement is in the hands of the industries most qualified professionals and we will stand by our work from project inception to regulatory closeout and audit.

FLORIDA EXPERIENCE: Thompson's consultants have responded to disaster incidents in the State of Florida since Hurricane Charlie in 2004. Over the last three years, Thompson has provided debris removal monitoring and grant consulting services to Florida clients following Hurricane Matthew in 2016, Hurricane Irma in 2017 and Hurricane Michael in 2018. We are well positioned to work closely with the City, the Florida Division of Emergency Management (FDEM), Florida Department of Transportation and the Florida Department of Environmental Quality to implement a compliant and efficient disaster debris removal monitoring program.

DELIVERY EFFICIENCY AND AUTOMATED DEBRIS MANAGEMENT SYSTEM: Thompson's debris removal monitoring experience includes the documentation of over 85 million cubic yards of debris. We have consistently demonstrated Thompson's delivery efficiency through the use of our automated debris management system (ADMS), the Thompson Data Management Suite (TDMS). TDMS is used to electronically capture data, such as employee credentialing, equipment barcoding, GPS coordinate, digital photography, etc. in the field and ensure accurate and timely reporting to the City. TDMS significantly reduces the quantity of hours required to perform equivalent services by competitors with

1135 Townpark Avenue, Suite 2101
Lake Mary, Florida 32746
407.792.0018 ph. / 407.878.7858 fax
www.thompsoncs.net

A THOMPSON HOLDINGS, INC. COMPANY

"lower" hourly rates. TDMS has been routinely deployed on FEMA reimbursed projects and meets the process requirements for the U.S. Army Corps of Engineers (USACE) Advanced Contracting Initiative (ACI).

VERSATILITY OF OUR TEAM: Thompson provides the City with professional engineers and consultants that have experience with developing programs to address any of the following disaster recovery programs:

- Right-of-way (ROW) debris removal
- Right-of-way leaning tree and hanging limb removal (leaner/hanger)
- Parks, beaches and waterways cleanup
- Private property debris removal (PPDR)
- Right-of-entry (ROE) administration
- Demolition program management
- Vehicle/vessel recovery
- White goods removal and decommissioning

ABILITY TO QUICKLY RESPOND: Thompson has personnel and resources on stand-by should a debris generating incident occur. With our headquarters in Lake Mary, Florida (less than an hour away from the City) we will be able to deploy staff and resources within hours of receiving a notice to proceed from the City. Thompson is set-up to quickly adapt to the uncertain and changing needs of the City. During times of emergency, this ability to rapidly respond to the needs of the City is of paramount importance.

LOCAL PREFERENCE FOR HIRING DEBRIS MONITORS: Following contract activation, Thompson will provide qualified City residents in need of work with the first opportunity to fill available temporary positions as debris monitors. Thompson will provide qualified residents with safety training, drug screening, and on the job training with experienced Thompson supervisors. This effort will help residents earn a competitive wage and participate in the City's recovery effort with a meaningful contribution, ultimately turning FEMA funding over within the City's local businesses.

COMMITMENT TO SAFETY AND QUALITY: Thompson is the only debris monitoring firm that performs drug screening and motor vehicle operating record reviews for temporary employees. This practice results in a team of monitors that is both safe and committed to quality. In addition, Thompson deploys a safety and quality assurance team to each of its projects to ensure that certain safety and quality standards are being upheld, regardless of the operating conditions and climate.

Thompson has the experience and resources necessary to be extremely responsive to the City's disaster debris removal monitoring and management needs following a disaster incident. We stand prepared to guide the City through the debris removal and recovery process while working with the FDEM and the FEMA Public Assistance program to achieve maximum disaster recovery cost reimbursement for the City. We would be honored to continue to serve as your disaster debris monitoring and management provider and stand prepared to exceed the service expectations that the City has established.

Best regards,
THOMPSON CONSULTING SERVICES, LLC

Jon Hoyle, President

AUTHORIZED AGENTS:

Jon Hoyle, President
O: 407.792.0018 | C: 321.303.2543 |F: 407.878.7858
E-mail: jhoyle@thompsoncs.net

Nate Counsell, Executive Vice President
O: 407.792.0018 | C: 407.619.2781 | F: 407.878.7858
E-mail: ncounsell@thompsoncs.net

TABLE OF CONTENTS

City of Port Orange, Florida

Invitation to Bid No.20-07
Disaster Debris Monitoring

SECTION

Cover Letter
Table of Contents

- Firm Qualifications & Experience 1
  - Exhibit 1-1: Staff Experience Matrix
- Staff Qualifications & Capacity 2
  - Exhibit 2-1: Key Personnel Resumes
- Technical Approach 3
- Cost Proposal 4
  - Attachment 1: Bid Form
- Required Forms & Certifications 5
  - Form 7.1: Bid Submittal Checklist
  - Form 7.2: Vendor's Acknowledgement Form
  - Form 7.3: Addendum and Change Order Procedure Acknowledgement
  - Form 7.4: Drug-Free Preference Statement
  - Form 7.5: Sworn Statement on Public Entity Crimes
  - Form 7.6: Anti-Collusion Form
  - Form 7.7: Authorized Signatures/Negotiators
  - Form 7.8 Statement of Vendor's Qualifications
  - Form 7.9: Professional References for Previous Experience
  - Form 7.10: Certificate as to Corporate Principal
  - Form 7.11: Listing of Subcontractors
  - FEMA Attachment
  - Appendix: Conflict of Interest Disclosure
  - Appendix: Ethics Clause and Certification Regarding Lobbying
  - Sunbiz Entity Report
  - Bid Bond
  - Certificate of Insurance

SECTION 1

FIRM QUALIFICATIONS & EXPERIENCE

Company Overview

Thompson Consulting Services, LLC is a full service emergency response, disaster recovery and grant management consultancy, organized as a subsidiary of Thompson Holdings, Inc. (Thompson) which also includes our sister companies Thompson Engineering and Watermark Design. What began as a small company doing basic soils and materials testing in Mobile, Alabama has since grown into a national corporation with thirteen branch offices throughout five states in the southeastern United States. Our ongoing success, strong growth, consistent project delivery and commitment to 100 percent client satisfaction can be traced back to 1953 when our founder, Vester J. Thompson, established the high standards that lay the foundation of our work ethic. These standards are still upheld today and summarized as follows:

- Excellence in workmanship
- Innovative solutions
- Timely, responsive service
- Cost effectiveness

With more than 350 personnel spanning the consulting, engineering and architecture disciplines, commitment to these standards ensures a universal threshold for project quality. Our staff has a vested interest in providing safe, quality driven, successful projects that are completed on time and within budget.

The corporate organizational chart below graphically depicts the relationship between the Thompson Family of Companies and provides a brief summary of each company's service offerings. Thompson Consulting Services will serve as the contracting entity for the services requested by the City of Port Orange, Florida (City).

Prior to the inception of Thompson Consulting Services in 2011, disaster debris monitoring and program management services have been provided by Thompson Engineering since 1979 following Hurricane Frederic. Since then our organization has supported various local, state, and federal entities, including the United States Army Corps of Engineers (USACE), throughout the Nation respond to and recover from a variety of natural disasters. ***Thompson Consulting Services was founded to focus solely on disaster preparedness, response and recovery service offerings.***

Firm Data

Firm Name:	Thompson Consulting Services, LLC	
Address:	1135 Townpark Avenue, Suite 2101 Lake Mary, Florida 32746	
Telephone:	(407) 792-0018	
Fax:	(407) 878-7858	
Email:	info@thompsoncs.net	
Website:	www.thompsoncs.net	
Company / Ownership Type:	Limited Liability Company	
Year Established:	2011	
Former Name:	Thompson Engineering	
Year Est.:	1953	
Sate of Formation:	Delaware	
Federal ID No.:	45-2015453	
SAM No. / CAGE Code:	968677158 / 7NZ42	
E-Verify Company ID:	1111126	
Officers/Board of Managers:	Jon Hoyle, President Nate Counsell, Vice President Chad Brown, BOM	John H. Baker, III, BOM Michael Manning, BOM

Financial Strength and Stability

Thompson has been in business for over 67 years. We are financially stable and have the necessary personnel, equipment and financial resources to provide the services at the level required by the City.

Thompson Holdings Revenue

2014 - 2018

2018 - $122,000,000
2017 - $ 83,000,000
2016 - $ 57,000,000
2015 - $ 66,700,000
2014 - $ 49,400,000

Thompson has both the financial capacity and the access to credit necessary to commence and continue project operations both before and while federal and state funds are approved for the declared emergency or disaster event, even when multiple projects are activated during the same time period. For example, in 2017, when Hurricanes Harvey and Irma made landfall within two weeks of each other, Thompson simultaneously ran project operations in Texas and Florida, covering over 53 client activations. In 2016, Thompson was simultaneously activated by twenty five (25) county and city governments in Louisiana, Florida, Georgia, South Carolina, North Carolina, and Virginia. In addition, the Georgia Department of Transportation activated Thompson in eleven (11) counties, and the South Carolina Department of Transportation activated Thompson in seven (7) counties. At its peak operating period in the fall of 2016, Thompson was actively monitoring debris removal operations to manage and monitor the removal of over 4,000,000 cubic yards of debris by ten contractors working in a forty three (43) county/parish area across six (6) states. Through project initiation and implementation Thompson has demonstrated our capacity to perform recovery programs prior to the obligation of federal funds. Thompson has a proven record of successfully deploying adequate personnel and resources to implement disaster debris removal monitoring and management services.

Our goal is to provide the highest level of consulting services to our customers in a cost effective manner. Through attainment of this goal we have been able to develop long-lasting relationships with our clients which have allowed our Company significant growth over the last 18 years.

Qualifications and Experience

Our staff has monitored the federally reimbursed removal of over 85 million cubic yards of debris on behalf of over 250 different local and state government agencies across the United States.

Thompson has provided disaster response and recovery services since 1979 following Hurricane Frederic. Since then, our staff has supported over 250 federal, state and local government entities plan for and respond to a variety of disaster incidents, such as, tornadoes, hurricanes, floods, earthquakes, ice storms, oil spills and other natural disasters. Our emergency response and disaster recovery consultants have over 50 years of combined experience and have responded to some of the most devastating incidents to impact the United States in the last two decades. This work has resulted in the documentation of over 85 million cubic yards of debris and our clients successfully applying for and retaining more than $3.5 billion of federal grant funding for debris removal.

Our approach to providing disaster response and recovery services to the City maintains a primary focus on the efficient and effective utilization of available resources while assisting the City in navigating the funding and compliance channels of the Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program.

Thompson's consultants have performed debris monitoring and grant administration services for over 45 Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) reimbursable federally declared disasters and emergencies. A summary of our experience over the last decade is provided in the table below. A summary of our experience over the last decade is provided in the table below and a comprehensive list of contracts is included in Exhibit 1-1 following this section.

Table 1-1: Grant Programs and Funding Administered by Disaster

Disaster	Year	Clients	Grant Funds Administered	Grant Programs
Hurricane Michael (FEMA DR-4399, 4400)	2018	10	TBD	FEMA PA
Hurricane Florence (FEMA DR-4393, 4394)	2018	11	TBD	FEMA PA
Hurricane Maria (FEMA DR-4339)	2017	1	TBD	FEMA PA
Hurricane Irma (FEMA DR-4337, 4338)	2017	47	$100,000,000	FEMA PA
Hurricane Harvey (FEMA DR-4332)	2017	6	$20,000,000	FEMA PA
Hurricane Matthew (FEMA DR-4283-86, 4291)	2016	17	$100,000,000	FEMA PA, FEMA HMGP
Louisiana Severe Flooding (FEMA DR-4277)	2015	2	$65,000,000	FEMA PA, FEMA HMGP
South Carolina Severe Flooding (FEMA DR-4241)	2015	1	$35,000,000	FEMA PA, FEMA HMGP
Winter Storm Pandora (FEMA DR-4211)	2015	3	$750,000	FEMA PA
Alabama Severe Storms (FEMA DR-4176)	2014	4	$2,000,000	FEMA PA
Winter Storm Pax (FEMA DR-4166)	2014	6	$200,000,000	FEMA PA, FHWA ER, FEMA HMGP
Hurricane Sandy (FEMA DR-4085-4086)	2012	7	$250,000,000	FEMA PA, FHWA ER, FEMA HMGP
Hurricane Isaac (FEMA DR-4080-4081)	2012	4	$2,000,000	FEMA PA, FHWA ER
Indiana Tornados (FEMA DR-4058)	2012	1	$2,500,000	FEMA PA, FHWA ER
Hurricane Irene (FEMA DR-4024)	2011	1	$4,500,000	FEMA PA, FHWA ER
Alabama Tornados (FEMA DR-1971)	2011	3	$25,000,000	FEMA PA, FEMA HMGP, FHWA ER, CDBG DR, DOE
Iowa Flooding (FEMA DR-1763)	2010	2	$1,640,325	FEMA PA, FEMA HMGP FHWA ER

Disaster	Year	Clients	Grant Funds Administered	Grant Programs
Massachusetts Snow Storm (FEMA \DR-1813)	2009	2	$896,475	FEMA PA, FHWA ER
Hurricane Ike (FEMA DR-1791)	2008	12	$445,504,160	FEMA PA, FEMA SRL, FHWA ER, CDBG DR
Hurricane Gustav (FEMA DR-1786)	2008	6	$19,374,540	FEMA PA, FEMA SRL, FEMA HMGP, FHWA ER
Hurricane Dolly (FEMA DR-1780)	2008	2	$17,241,000	FEMA PA, FHWA ER
Oklahoma/Missouri Ice Storm (FEMA DR-1735)	2007	2	$12,375,000	FEMA PA, FHWA ER
Missouri Ice Storm (FEMA DR-1676)	2007	3	$31,523,000	FEMA PA, FHWA ER
New York Winter Storm (FEMA DR-1665)	2006	7	$20,700,000	FEMA PA, FHWA ER, NRCS
Hurricane Wilma (FEMA DR-1609)	2005	15	$214,491,000	FEMA PA, FEMA HMGP, FHWA ER, NRCS
Hurricane Rita (FEMA DR 1606)	2005	2	$96,000,000	FEMA PA, FHWA ER
Hurricane Katrina (FEMA DR 1602-1604)	2005	30	$914,304,040	FEMA PA, FEMA HMGP, FHWA ER, NRCS
Hurricane Dennis (FEMA DR-1595	2005	3	$90,000,000	FEMA PA, FHWA ER
Hurricane Ivan (FEMA DR-1551)	2004	3	$243,332,500	FEMA PA, FEMA HMGP, FHWA ER, NRCS
Hurricane Charley (FEMA DR-1539)	2004	3	$97,085,850	FEMA PA, FHWA ER

Thompson's clients benefit from our long and consistent history in providing disaster response and recovery services through the incorporation of program management best practices gained over the years, and understanding of current federal disaster recovery guidelines and procedures. We have a thorough understanding of how agencies at the federal, state, and local levels coordinate during a recovery operation.

Past Performance and References

Thompson has an exceptional record of performance on our previous and existing contracts. The following select project examples highlight our experience and capabilities performing similar services to the scope of work requested by the City and include several recent examples that demonstrate our experience and ability to guide local governments to meet the FEMA Public Assistance Program eligibility requirements for debris removal and monitoring. In addition, many of these projects provide evidence of our ability to perform damage assessment, right-of-way monitoring, hazardous leaner/hanger removal, private property debris removal (PPDR), disposal site monitoring, solid and hazardous waste management and FEMA reimbursement.

Solid Waste Authority of Palm Beach County, Florida — October 2016 – February 2018

Debris Removal Monitoring & FEMA Grant Management Support — Debris Quantity: 2,399,786

Hurricane Irma: In preparation for the potential impacts of Hurricane Irma, a strong Category 4 hurricane, the Solid Waste Authority of Palm Beach County decided to activate its stand-by debris removal monitoring contract with Thompson. Following the passing of the storm and the allowance for safe reentry into the County, Thompson quickly mobilized to begin documenting debris removal efforts throughout the County. Thompson is monitoring debris removal in over 18 communities within the County, as well as documenting all disposal loads brought to the Solid Waste Authority's landfills. Over 2 million cubic yards of debris were documented by Thompson.

Hurricane Matthew: When Hurricane Matthew brushed Palm Beach County in 2016, the Solid Waste Authority of Palm Beach County (Authority) did not immediately elect to activate their emergency debris removal contracts. When the Authority made the decision to supplement their franchise haulers debris removal capacity and activate its emergency disaster debris removal contractor, Thompson mobilized within 24 hours with

experienced debris management personnel and full Automated Debris Management System (ADMS) capabilities. Within two weeks of activation, Thompson monitored the removal of 14,500 cubic yards of vegetative debris, with an emphasis on providing relief to hot spots within the County identified by the Authority and its customers.

City of Fort Lauderdale, Florida — September – December 2017

Hurricane Irma Disaster Debris Removal Monitoring — Debris Quantity: 460,000 CY

Summary: Thompson has maintained a stand-by debris monitoring contract with the City of Fort Lauderdale (City) for over five years prior to being activated following Hurricane Irma in September of 2017. During that time, Thompson performed annual debris training and disaster response process reviews with the City in order to maintain a high level of operational readiness should our debris monitoring team ever be needed to respond.

In advance of Hurricane Irma, the City activated Thompson's contract, and Thompson deployed a response team to the City immediately following passage of Hurricane Irma. Thompson began debris operations immediately with over 75 field staff ready due to our pre-deployment of resources. Thompson monitored the removal of over 460,000 cubic yards of vegetative, construction and demolition debris, as well as the removal of hazardous limbs from 12,000 trees and the complete removal of over 400 hazardous leaning trees. Thompson also worked closely with the City and its stakeholders to obtain approval for, and implement a FEMA approved private property debris removal program that has resulted in the removal of debris from private property and gated communities.

Furthermore, high wind and storm surge displaced nearly 60,000 cubic yards of beach sand onto A1A, City sidewalks, City parking lots, and other facilities including picnic areas and volleyball courts. The sand on A1A was pushed back to the beach entrances and onto the sidewalks during the emergency push, leaving massive 10 foot piles of sand covering the iconic the Fort Lauderdale Beach wave wall. Within hours of a notice to proceed, Thompson began coordinating with the City, County, FDEP and FEMA to begin emergency sand recovery and screening to remove the large piles and return the sand to the beach. Thompson coordinated with the Contractor to ensure project completion within an expedited debris removal schedule that allowed the City to quickly recover from the costly environmental and economic impacts of Hurricane Irma.

City of Daytona Beach, Florida — October 2016 – March 2017

Debris Removal Monitoring & FEMA Grant Management Support — Debris Quantity: 330,000 CY

Hurricane Irma: Following Hurricane Irma, the City once again activated Thompson to provide disaster debris removal monitoring and FEMA PA services. Thompson immediately began coordinating with the City's debris removal contractor to determine crew configurations and onboarding local residents for debris removal monitor positions. Thompson monitored and documented the removal of over 117,077 cubic yards of debris, completing operations in less than three months.

Hurricane Matthew: Thompson assisted the City of Daytona Beach with their debris removal operations and FEMA PA activities following the devastating impacts of Hurricane Matthew. Thompson immediately responded to the City following the passing of Hurricane Matthew to begin on-boarding and training local residents as debris removal monitors. Over all, Thompson monitored, documented, and substantiated reimbursement for the removal of 330,000 cubic yards of debris. In addition, Thompson has assisted the City with the identification of eligible projects, provided FEMA policy and process guidance, and continues to provide hands-on support to prepare and review the City's documentation and FEMA project worksheets. Thompson's FEMA PA consultants have a seven-year history of performance with Daytona Beach.

DDMP Update: In 2015 the City Public Works Department contracted Thompson to assist in updating their existing Disaster Debris Management Plan to meet current FEMA guidelines. The updated DDMP defines debris management roles and responsibilities and policies and procedures the City will refer to following a debris generating incident. Thompson also conducted validity assessments of the City's pre-identified temporary debris management site locations.

City of Vero Beach, Florida — October 2016 – February 2018

Debris Removal Monitoring — Debris Quantity: 70,000 CY

Hurricane Irma: Following Hurricane Irma, the City once again activated Thompson to provide disaster debris removal monitoring services. Thompson immediately began coordinating with the City's debris removal contractor to determine crew configurations and onboarding local residents for debris removal monitor positions. Thompson monitored and documented the removal of over 43,000 cubic yards of debris.

Hurricane Matthew: Thompson has been the contractor of record for disaster debris removal monitoring services for the City of Vero Beach since 2013. Over the course of this contract term Thompson has performed planning and preparedness and disaster debris removal monitoring services to the City. On an annual basis Thompson has provided debris management support and training as requested by the City, and following Hurricane Matthew in 2016, Thompson was activated by the City to perform debris removal monitoring and management services. We mobilized operations within hours of receiving a notice-to-proceed from the City and began on-boarding and training local residents as debris removal monitors. Throughout project operations, Thompson monitored, documented, and substantiated reimbursement for the removal of nearly 30,000 cubic yards of debris.

Lee County, Florida — September 2017 – March 2018

Hurricane Irma Disaster Debris Removal Monitoring — Debris Quantity: 2,319,784 CY

Summary: As Lee County braced for the potential impact of Hurricane Irma, the strongest Atlantic basin hurricane ever recorded, they activated Thompson's contract for debris removal monitoring services, and Thompson prepared to deploy a response team to the County immediately following the passage of Hurricane Irma. Hurricane Irma made a secondary U.S. landfall just South of Lee County, however still passed through the County as a strong devastating storm. Hurricane Irma left property damage, flooding from rainfall, and downed trees and power lines throughout the County.

Thompson began operations immediately upon receiving a notice to proceed and working closely with the County's debris removal contractor to quickly begin debris removal operations. Thompson monitored the removal of over 2 million cubic yard of debris from County ROW, and performed special debris removal programs including commercial, parks, and utilities ROW removal monitoring. Thomson also monitored the removal of over 70,000 hazardous limbs, and 4,000 trees throughout the County. In addition, Thompson substantiated the removal of nearly 10,000 CY of vegetation from County waterways.

Volusia County, Florida — September – December 2017

Disaster Debris Removal Monitoring & Contractor Procurement — Debris Quantity: 858,138 CY

Hurricane Irma: Thompson provided debris monitoring and public assistance consulting services to Volusia County following Hurricane Irma. In total, Thompson monitored the removal of over 850,000 cubic yards of debris and over 12,000 hazardous leaning trees, hanging limbs and stumps. This project included coordination with two different debris contractors and required monitoring at four debris management sites and three disposal sites. Thompson also provided FEMA Public Assistance Consulting services and expects the City to recover approximately $30 million in reimbursement for Hurricane Irma related costs.

Debris Management Contract Procurement: Thompson assisted the County in preparing procurement

documents for disaster debris removal and disposal services. Thompson has aided in reviewing scope of work requirements as well as pricing configurations for the request of proposal package/solicitation. Following open solicitation, Thompson assisted the County in reviewing each proposal response and providing the County with an "apples to apples" comparison of the submissions.

Disaster Debris Management Plan (DDMP) Update: Following Hurricane Irma, the County selected Thompson to perform an update to their existing DDMP. Thompson provided the County with an updated plan in accordance with current FEMA Public Assistance Policy and Procedures guidance. This also included revamping the County's debris collection and removal strategy and documentation on debris management sites (DMS).

City of Orlando, Florida — September 2017 – January 2018

Hurricane Irma Debris Removal Monitoring — Debris Quantity: 219,000 CY

Summary: Following Hurricane Irma, Thompson assisted the City in developing and executing a debris removal program. This included the use of three separate debris removal contractors at six debris management sites and two disposal sites. The City removed over 216,000 cubic yards of debris and more than 10,000 hazardous leaning trees and hanging limbs.

The City also performed some collection with force account resources. Thompson documented all activity to properly track debris removal work and costs performed by all parties so that the City could pursue reimbursement from FEMA.

Leon County, Florida — October 2018 – January 2019

Hurricane Michael Debris Removal Monitoring — Debris Quantity: 900,000 CY

Summary: In anticipation of widespread storm damage from Hurricane Michael, Leon County activated its storm-related debris collection efforts days before the storm. This included activating the County's stand-by debris hauling contractor and Thompson for debris removal monitoring services. Even with the majority of the County still without power, Thompson worked diligently to recruit local residents to serve as debris removal monitors so that debris removal operations could begin as quickly and as safely possible.

Thompson and the County's debris removal hauler worked closely with the County and the City of Tallahassee to conduct debris removal operations, as the City was simultaneously running a debris removal program as well. Thompson provided enhanced GIS support to assist in managing this effort and coordination between the two applicants. The County also required the use of Thompson's drone and aerial imaging capabilities to perform pile volume measurements at various temporary debris management sites. Ultimately, Thompson monitored and substantiated the removal of over 900,000 cubic yard of debris from County right-of-way (ROW) and the removal of over 57,000 hazardous limbs, and 2,000 hazardous trees throughout the County.

City of Deland, Florida — October 2016 – February 2017

Debris Removal Monitoring — Debris Quantity: 100,000 CY

Summary: As the City's debris monitor, Thompson assisted the City of Palm Bay with their debris removal operations following the impacts of Hurricane Matthew. Thompson immediately responded to the City following the passing of Hurricane Matthew to begin on-boarding and training local residents as debris removal monitors. Over all, Thompson monitored, documented, and substantiated reimbursement for the removal of 100,000 cubic yards of vegetative and construction and demolition debris.

City of Tuscaloosa, Alabama — 2011 – 2013

Tornado Disaster Grants Management / Cost Recovery Services

Disaster Grants Management: Thompson was selected by the City to assist it with FEMA Public Assistance program application, administration and program management. Thompson supported the City with seeking reimbursement for over $60 million of damages related to FEMA Categories B – G and spearheading the City's effort to file insurance claims for an additional $30 million in losses. The project required the submission of more than 100 project worksheets and the review of dozens of insurance claims. Also, in support of the City's long term recovery efforts, Thompson is providing grant application development and program management for projects to be funded by several different federal grant programs including FEMA PA and HMGP programs and HUD CDBG program.

HMGP Demolition Program Management: The City of Tuscaloosa is widely regarded as ground zero of the crippling tornados of April 2011 that tore through central and northern Alabama. Following the devastating impacts of the tornadoes, the City prioritized projects from their Hazard Mitigation Plan that would best serve the public in similar future disaster events. Projects chosen for application include the acquisition and demolition of substantially damaged properties. Thompson provided the City with program management services to ensure efficiency of operations and compliance with HMGP requirements of the demolition program. Thompson assisted the City in initiating their disaster demolitions program, which included the acquisition and demolition of substantially damaged properties as a result of the tornadoes. FEMA approved over 200 properties for demolition. Thompson also provided training to the City's staff to support the program, assisted in contractor procurement, and ultimately oversaw the documentation procedures for the program including monitoring of debris removal.

United States Army Corps of Engineers, Vicksburg District — 2005 - 2007

Hurricane Recovery Management & Debris Removal Monitoring — Debris Quantity: 7,000,000 CY

Summary: Thompson Engineering provided 240 debris monitoring inspectors to support the Hurricane Katrina recovery effort in multiple counties in southern Mississippi. Thompson mobilized 100 Inspectors in 3 days and reached the Corps staffing goal of 250 within the timeframe established by the mission managers. Thompson debris removal monitoring responsibilities included daily quality assurance inspection, load ticket preparation, daily reports, by County, and project record keeping. Thompson inspectors monitored the collection of over 7M cubic yards of debris thought out the mission. Thompson also served as a liaison between the USACE, state agencies, and county representatives to report debris removal progress and resolve issues in the field. There were no FEMA reimbursement issues on this project.

Experience with Federal, State & Local Emergency Management

Our recent disaster recovery and debris monitoring experience in Florida, Georgia, Texas, South Carolina, Virginia, Louisiana, Mississippi, and Alabama demonstrates Thompson's ability to comply with application requirements of the FEMA Public Assistance Alternative Procedures Pilot Program for Debris Removal as well as other guidance documents and eligibility requirements issued by FEMA. Thompson closely monitors changes to FEMA policy and guidance so that we can make the appropriate changes to our own practices and procedures in order to best protect the clients we serve. For instance, our team is thoroughly versed and ready to implement the Public Assistance Program and Policy Guide (PAPPG) which incorporates and supersedes language from other PA Program publications including FEMA 325, 327 and the 9500 Series.

Thompson's consultants are well versed in federal program compliance regulations and policy for FEMA and other federal agencies. Although the guidance listed below is not exhaustive in nature, it is a sample

of specific material which may shape the City's recovery. Our consultants understand the material contained in these documents and will use this to aid in the recovery and reimbursement of all eligible debris and other related project costs in conjunction with local regulations and existing agreements. Thompson's goal is to promote an effective recovery in the most efficient amount of time while focusing on the end product of reimbursement though compliance with all applicable regulations.

- Local/state government debris management plan/standard operating procedures
- Local/state government purchasing guidelines and manuals
- Local government code of ordinances
- Local memorandums of understanding or mutual aid agreements
- FEMA Public Assistance Program and Policy Guide (FEMA PAPPG)
- FEMA Damage Assessment Operations Manual (April 5, 2016)
- OMB Circular A-87 – Cost Principles for State, Local and Indian Tribal Governments
- OMB Circular A-133 – Audits of States, Local Governments and Non-Profit Organizations
- 44 CFR Part 13 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

Thompson's approach to providing disaster debris monitoring services begins with the desired outcome at the forefront of what we do: document debris removal in a manner to ensure maximum grant reimbursement to our clients. Through past experience and lessons learned, we have been able to develop a fine tuned and tested approach to efficiently and effectively meet or exceed the FEMA compliance regulation standards for maximum reimbursement to our clients. When dealing with disaster recovery and compliance with FEMA and other federal agency regulations, not many things can take the place of first-hand experience. Our debris monitoring and reimbursement procedures, tools and training methods are the results of a unique blend of theoretical and applied implementation strategies on real recovery projects. The City receives the benefits of past client successes which have been retained and included in our program knowledge base. By the same token, we have been able to actively morph our tools based on the ever changing environment of debris monitoring and reimbursement assistance.

Litigation

Thompson Consulting Services, LLC does not currently have, and has not had any settled or pending litigation or claims; nor has Thompson Consulting Services, LLC been a party to any lawsuit or arbitration with regard to a contract for services similar to those requested in the specifications. Furthermore, Thompson Consulting Services, LLC has never had a contract terminated unfavorably, nor have we ever failed to complete a project or provide the goods/services for which we has been contracted.

EXHIBIT 1-1

STAFF EXPERIENCE MATRIX

thompson
CONSULTING SERVICES

Thompson Consulting Services
Staff Experience Matrix

Event/Client	FEMA-DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
TROPICAL STORM IMELDA 2019 – PRESENT																
EVENT TOTAL CUBIC YARDS – TBD																
City of Beaumont, TX	4466	3,850t	♦		♦		♦						♦			
City of Liberty, TX	4466	TBD	♦		♦		♦						♦			
HURRICANE DORIAN 2019 – PRESENT																
EVENT TOTAL CUBIC YARDS – TBD																
Currituck County, NC	4465	TBD	♦		♦		♦	♦					♦			
Dare County, NC	4465	TBD	♦		♦		♦	♦					♦			
HURRICANE BARRY 2019																
EVENT TOTAL CUBIC YARDS – 87,359																
Terrebone Parish, LA	4458	50,790	♦		♦		♦						♦			
City-Parish East Baton Rouge, LA	4458	36,569	♦		♦		♦						♦			
HURRICANE MICHAEL 2018 -2019																
EVENT TOTAL CUBIC YARDS – TBD																
Leon County, FL	4399	1,043,757	♦		♦		♦	♦					♦			
City of Tallahassee, FL	4399	427,650	♦		♦		♦	♦					♦			
Gadsden County, FL	4399	1,524,442	♦		♦	♦	♦	♦					♦			
Jackson County, FL	4399	122,956	♦		♦	♦	♦	♦					♦			
Tyndall Air Force Base, FL	4399	57,466					♦						♦			
Georgia Department of Transportation	4400	184,527	♦		♦		♦						♦			
Thomas County, GA	4400	45,031	♦		♦		♦	♦					♦			
HURRICANE FLORENCE 2018 – 2019																
EVENT TOTAL CUBIC YARDS – TBD																
Town of Bogue, NC	4393	8,915	♦		♦		♦						♦			
Carteret County, NC	4393	1,507,059	♦		♦	♦	♦						♦			
Cumberland County, NC	4393	1,319t	♦		♦		♦						♦			
City of Jacksonville, NC	4393	269,383	♦		♦		♦	♦					♦			
Dept. of Transportation, NC	4393	14,153t	♦		♦		♦	♦					♦			
Town of Swansboro, NC	4393	30,816	♦		♦		♦	♦					♦			
HURRICANE MARIA 2017 - 2019																
EVENT TOTAL CUBIC YARDS – 460,000																
Dept. of Transportation, PR	4339	460,000	♦		♦		♦	♦					♦			
HURRICANE IRMA 2017 – 2018																
EVENT TOTAL CUBIC YARDS – 12,000,000																
City of Altamonte Springs, FL	4336	68,144	♦		♦		♦	♦					♦			
City of Bonita Springs, FL	4336	536,487	♦		♦	♦	♦	♦					♦			
City of Casselberry, FL	4336	31,317	♦		♦		♦	♦					♦			
Citrus County, FL	4336	173,920	♦		♦		♦						♦			
Hendry County, FL	4336	300,110	♦		♦		♦	♦					♦			
City of Cooper City, FL	4336	153,376	♦		♦		♦	♦					♦			
City of Crystal River, FL	4336	3,142	♦		♦		♦						♦			
City of Daytona Beach, FL	4336	117,077	♦		♦		♦						♦			
City of Deland, FL	4336	129,377	♦		♦		♦	♦					♦	♦		
City of Delray Beach, FL	4336	173,674	♦		♦		♦	♦					♦			
City of Flagler Beach, FL	4336	27,515	♦		♦		♦						♦			
City of Ft Lauderdale, FL	4336	647,519	♦		♦	♦	♦	♦		♦			♦			♦
City of Ft Myers, FL	4336	331,986	♦		♦		♦	♦					♦			
Town of Ft Myers Beach, FL	4336	24,783	♦		♦		♦						♦			
Glades County, FL	4336	40,827	♦		♦		♦						♦			
Hernando County, FL	4336	118,699	♦		♦		♦	♦					♦			
City of Hialeah, FL	4336	211,704	♦		♦		♦	♦					♦			

Thompson Consulting Services
Staff Experience Matrix

Event/Client	FEMA-DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
City of Inverness, FL	4336	10,238	♦		♦		♦						♦			
City of Lake Mary, FL	4336	55,826	♦		♦		♦	♦					♦			
City of Lakeland, FL	4336	260,084	♦		♦		♦	♦					♦			
City of Largo, FL	4336	54,992	♦		♦		♦						♦			
Lee County, FL	4336	2,319,785	♦		♦	♦	♦	♦				♦	♦			
City of Leesburg, FL	4336	27,118	♦		♦		♦	♦					♦			
Leon County, FL	4336	37,619	♦		♦		♦						♦			
City of Maitland, FL	4336	36,443	♦		♦		♦	♦					♦			
Manatee County, FL	4336	560,188			♦		♦	♦			♦		♦			
City of Margate, FL	4336	94,506	♦		♦		♦	♦					♦			♦
City of Miami Springs, FL	4336	165,755	♦		♦		♦	♦					♦			
City of Oak Hill, FL	4336	6,124	♦		♦		♦						♦			
City of Orange City, FL	4336	47,722	♦		♦	♦	♦	♦					♦			
City of Orlando, FL	4336	216,508	♦		♦		♦	♦					♦			
City of Ormond Beach, FL	4336	157,371	♦		♦		♦	♦					♦			
City of Oviedo, FL	4336	39,208	♦		♦		♦						♦			
City of Palm Bay, FL	4336	253,867	♦		♦		♦						♦			
City of Stuart, FL	4336	17,851	♦		♦		♦	♦					♦			
Sumter County, FL	4336	116,322	♦		♦		♦	♦					♦			
Solid Waste Authority Palm Beach Co	4336	3,035,786	♦		♦		♦	♦			♦		♦			♦
City of Venice, FL	4336	12,817	♦		♦		♦	♦					♦			
City of Vero Beach, FL	4336	69,897	♦		♦		♦						♦			
Volusia County, FL	4336	858,138	♦		♦	♦	♦	♦			♦		♦	♦		♦
Chatham County, GA	4338	100,889	♦		♦		♦	♦					♦			
Georgia Department of Transportation	4338	27,559	♦		♦		♦						♦			
HURRICANE HARVEY 2017 – PRESENT																
EVENT TOTAL CUBIC YARDS – 3,000,000																
Aransas County, TX	4332	2,775,000	♦		♦	♦	♦	♦			♦		♦			
City of Beaumont, TX	4332	70,857	♦		♦		♦						♦			
City of Lake Jackson, TX	4332	4,281	♦		♦		♦						♦			
Newton County, TX	4332	8,859	♦		♦		♦						♦			
City of Santa Fe, TX	4332	22,690	♦		♦		♦						♦			
City of Texas City, TX	4332	22,400	♦		♦		♦						♦			
TENNESSEE WILDFIRES 2016 – 2018																
EVENT TOTAL CUBIC YARDS – 676t																
City of Gatlinburg, TN	4293	404t	♦	♦							♦		♦	♦	♦	
Sevier County, TN	4293	272t	♦	♦							♦		♦	♦	♦	
HURRICANE MATTHEW – 2016-2017																
EVENT TOTAL CUBIC YARDS OF DEBRIS – TBD																
City of Norfolk, VA	4291	29,000	♦		♦		♦	♦					♦			
City of Southern Shores, NC	4285	20,000	♦		♦		♦	♦					♦			
Dare County, NC	4285	96,000	♦		♦		♦	♦				♦	♦			
City of Lumberton, NC	4285	26,000	♦		♦		♦	♦					♦			
SC Department of Transportation	4286	960,000	♦		♦		♦	♦					♦			♦
Chatham County, GA	4284	1,400,000	♦		♦	♦	♦	♦			♦		♦			
City of Effingham, GA	4284	11,000	♦		♦		♦	♦					♦			
City of Pooler, GA	4284	17,000	♦		♦		♦	♦					♦			
Georgia Department of Transportation	4284	180,000	♦		♦		♦	♦					♦			
City of St. Augustine, FL	4283	83,000	♦		♦		♦	♦					♦			♦
City of Orange City, FL	4283	13,000	♦		♦		♦	♦					♦			
City of Ormond Beach, FL	4283	170,000	♦		♦		♦	♦					♦			♦
City of Deland, FL	4283	57,000	♦		♦		♦	♦					♦			

Thompson Consulting Services
Staff Experience Matrix

Event/Client	FEMA-DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
City of Daytona Beach, FL	4283	330,000	♦		♦		♦	♦					♦			♦
City of Palm Bay, FL	4283	99,000	♦		♦		♦	♦								
Solid Waste Authority Palm Beach Co.	4283	14,000	♦		♦		♦	♦					♦			
City of Vero Beach, FL	4283	27,000	♦		♦		♦	♦					♦			
SEVERE STORMS & FLOODING – 2016																
EVENT TOTAL CUBIC YARDS OF DEBRIS – TBD (Projects Ongoing)																
City-Parish of East Baton Rouge, LA	4277	1,800,000	♦		♦		♦		♦		♦		♦	♦		♦
City of Denham Springs, LA	4277	250,000	♦		♦		♦				♦		♦	♦		♦
SEVERE STORMS & FLOODING – 2016																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 44,736																
Vernon Parish, LA	4263	7,706	♦		♦		♦						♦			♦
Newton County, TX	4266	37,030	♦		♦		♦						♦			♦
SEVERE STORMS & FLOODING – 2015																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 120,000																
SC Department of Transportation	4241	120,000	♦	♦	♦		♦						♦			♦
SEVERE WINTER STORM PANDORA – 2015																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 271,000																
Putnam County, TN	4211	140,000	♦		♦		♦	♦					♦			♦
Fentress County, TN	4211	77,000	♦		♦		♦	♦					♦			♦
Overton County, TN	4211	54,000	♦		♦		♦	♦					♦			♦
TORNADOES – 2014																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 144,000																
City of Adamsville, AL	4176	22,000	♦		♦		♦	♦					♦			♦
City of Graysville, AL	4176	80,000	♦		♦		♦	♦					♦			♦
City of Kimberly, AL	4176	20,000	♦		♦		♦	♦					♦			♦
Lee County, AL	4176	22,000	♦		♦		♦	♦					♦			♦
SEVERE WINTER STORM PAX – 2014																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 2,930,000																
South Carolina DOT	4166	1,200,000	♦		♦		♦	♦	♦				♦			♦
Georgetown County, SC	4166	105,000	♦		♦	♦	♦	♦					♦	♦		♦
Marion County, SC	4166	25,000	♦		♦		♦	♦					♦			
Williamsburg County, SC	4166	40,000	♦		♦	♦	♦	♦					♦			
Aiken County, SC	4166	1,500,000	♦		♦	♦	♦	♦				♦	♦			♦
Allendale County, SC	4166	60,000	♦		♦		♦	♦					♦			
HURRICANE ISAAC – 2013																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 950																
Iberville Parish, LA (Waterways)	4080	950	♦				♦					♦	♦			♦
HURRICANE ISAAC – 2013																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 1,000																
AL Port Authority (Wetlands)	4082	1,000	♦									♦	♦			
HURRICANE SANDY – 2012																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 125,000																
City of Hoboken, NJ	4086	25,000	♦	♦	♦								♦			♦
Town of Babylon, NY	4085	100,000	♦		♦								♦			
HURRICANE ISAAC – 2012																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 92,000																
Terrebonne Parish, LA	4080	56,000	♦		♦	♦	♦	♦					♦			♦
Denham Spring, LA	4080	9,000	♦		♦	♦	♦	♦					♦			♦
Hancock County, MS	4081	23,000			♦		♦			♦			♦			
Jackson County, MS	4081	4,000			♦		♦									♦
HURRICANE IRENE – 2011																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 465,000																

Thompson Consulting Services
Staff Experience Matrix

Event/Client	FEMA-DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
Saluda Residency, Virginia DOT	4024	100,000			♦		♦	♦								
Petersburg Residency, Virginia DOT	4024	75,000			♦		♦	♦								
Ashland Residency, Virginia DOT	4024	200,000			♦		♦	♦								
Chesterfield Residency, Virginia DOT	4024	15,000			♦		♦	♦								
City of Portsmouth, Virginia	4024	50,000			♦		♦	♦								
Brunswick County, Virginia	4024	25,000			♦		♦	♦								
TORNADOES – 2011																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 450,000																
City of Tuscaloosa, AL	1971	N/A		♦							♦		♦	♦	♦	♦
Calhoun County, AL	1971	350,000	♦		♦		♦	♦	♦		♦		♦		♦	♦
Alabama DCNR	1971	100,000	♦		♦	♦	♦	♦	♦				♦		♦	
TORNADOES – 2010																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 18,944																
City of Norman, OK[1]	1926	18,944	♦		♦		♦	♦	♦				♦			♦
FLOODING – 2010																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 348,895																
City of Nashville, TN [2]	1909	275,540			♦		♦		♦				♦			
City of Cedar Rapids, IA[2]	1763	109,355	♦												♦	
ROCK SLIDES – 2009																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 60,000																
City of Chattanooga, TN	N/A	60,000	♦		♦	♦										
SNOW STORMS – 2009																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 59,765																
Town of Spencer, MA[1]	1813	10,930	♦		♦		♦	♦	♦				♦			♦
Town of Sterling, MA[1]	1813	48,835	♦		♦		♦	♦	♦				♦			♦
HURRICANE IKE – 2008																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 12,275,208																
City of Houston, TX[1]	1791	4,500,000	♦	♦	♦	♦	♦	♦	♦				♦	♦		♦
Harris County, TX [1]	1791	2,500,000	♦	♦	♦	♦	♦	♦	♦				♦	♦		♦
Galveston County, TX [3]	1791	1,400,000	♦		♦	♦	♦	♦	♦		♦		♦	♦		♦
City of Baytown, TX [1]	1791	1,000,000	♦		♦	♦	♦	♦	♦			♦	♦	♦		♦
Montgomery County, TX [1]	1791	871,452	♦		♦		♦	♦	♦				♦			♦
Fort Bend County, TX[1]	1791	415,000	♦		♦	♦	♦	♦	♦				♦			♦
Town of Dauphin Island, AL[1]	1797	50,000	♦		♦	♦				♦	♦	♦	♦			♦
Hardin County, TX [1]	1791	200,000	♦		♦		♦	♦	♦				♦			♦
City of Sugarland, TX [1]	1791	125,000	♦		♦	♦	♦	♦	♦				♦			♦
City of Missouri City, TX [1]	1791	97,238	♦		♦	♦	♦	♦	♦				♦			♦
HURRICANE GUSTAV – 2008																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 968,727																
Terrebonne Parish, LA[2]	1786	296,039	♦		♦	♦	♦	♦	♦		♦	♦	♦		♦	♦
St. Landry Parish, LA[2]	1786	225,000	♦		♦	♦	♦	♦	♦		♦		♦			♦
Iberville Parish, LA[2]	1786	179,185	♦		♦	♦	♦	♦	♦				♦			♦
City of New Orleans, LA[2]	1786	136,559	♦		♦	♦	♦	♦	♦				♦			♦
City of Thibodaux, LA[4]	1786	78,820	♦		♦	♦	♦	♦	♦				♦			♦
St John the Baptist Parish, LA[1]	1786	53,124	♦		♦	♦	♦	♦	♦				♦			♦
HURRICANE DOLLY – 2008																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 612,050																
Hidalgo County, TX[1]	1780	310,585	♦	♦	♦	♦	♦	♦	♦				♦	♦		♦
Cameron County, TX[2]	1780	301,465	♦	♦	♦	♦	♦	♦	♦				♦	♦		♦
IOWA FLOODING – 2008																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 200,000																
City of Waterloo, IA[1]	1763	200,000	♦		♦		♦		♦				♦			

Thompson Consulting Services
Staff Experience Matrix

Event/Client	FEMA-DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
MIDWEST ICE STORM – 2007																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 825,000																
City of Norman, OK[1]	1735	750,000	♦		♦	♦	♦	♦	♦		♦		♦		♦	♦
City of Webb City, MO[1]	1736	75,000	♦		♦		♦	♦	♦		♦		♦		♦	♦
MIDWEST ICE STORM – 2007																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 2,101,539																
City of Springfield, MO[1]	1676	1,448,539	♦		♦	♦	♦	♦	♦		♦		♦		♦	♦
Greene County, MO[2]	1676	545,000	♦		♦	♦	♦	♦	♦		♦		♦		♦	♦
City of Lebanon, MO[2]	1676	108,000	♦		♦		♦	♦	♦		♦		♦		♦	♦
BUFFALO SNOW STORM – 2006																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 1,386,000																
Town of Amherst, NY[2]	1655	800,000	♦		♦	♦	♦	♦	♦				♦			♦
Town of Tonawanda, NY[2]	1655	200,000	♦		♦	♦	♦	♦	♦				♦			♦
City of Lackawanna, NY[2]	1655	150,000						♦					♦			
City of North Tonawanda, NY[2]	1655	100,000	♦		♦	♦	♦	♦	♦				♦			♦
Genesee County, NY[2]	1655	80,000	♦		♦	♦	♦	♦	♦				♦			♦
Erie County, NY[4]	1655	50,000	♦										♦			
Town of Alden, NY[4]	1655	6,000	♦										♦			
HURRICANE WILMA – 2005																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 8,579,640																
Miami-Dade County, FL[2]	1609	3,000,000	♦		♦		♦		♦				♦			♦
Collier County, FL [4]	1609	932,000	♦										♦			♦
City of Ft. Lauderdale, FL [2]	1609	901,000	♦		♦	♦	♦	♦	♦	♦		♦	♦	♦		♦
City of Hollywood, FL [2]	1609	600,000	♦		♦	♦	♦	♦	♦				♦			♦
Town of Davie, FL [4]	1609	593,789	♦										♦			♦
City of Boca Raton, FL [4]	1609	574,200	♦										♦			♦
City of Plantation, FL [4]	1609	366,551	♦										♦			♦
City of Parkland, FL [4]	1609	244,910	♦										♦			♦
City of Weston, FL [4]	1609	244,395	♦										♦			♦
City of Cooper City, FL [4]	1609	217,464	♦										♦			♦
City of Coral Gables, FL [4]	1609	213,947	♦										♦			♦
Broward County, FL [4]	1609	204,105	♦										♦			♦
City of Sunrise, FL [4]	1609	199,548	♦										♦			♦
City of Oakland Park, FL [4]	1609	151,906	♦										♦			♦
City of Miami Beach, FL [4]	1609	135,825	♦										♦			♦
HURRICANE KATRINA – 2005																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 27,143,468																
Hancock County, MS [4]	1604	5,773,291	♦										♦			♦
Jackson County, MS [4]	1604	3,183,425	♦										♦			♦
City of Gulfport, MS [1]	1604	2,600,000	♦	♦	♦	♦	♦	♦	♦		♦	♦	♦	♦	♦	♦
Forrest County, MS [4]	1604	2,496,933	♦										♦			♦
Jones County, MS [4]	1604	1,961,427	♦										♦			♦
Harrison County, MS [1]	1604	1,850,000	♦		♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦
Lamar County, MS [4]	1604	1,533,579														
City of Pass Christian, MS [4]	1604	1,484,288	♦										♦			♦
City of Pascagoula, MS[4]	1604	1,236,646	♦										♦			♦
Mobile County, AL	1605	789,658	♦		♦		♦	♦								
City of Mobile, AL	1605	728,469	♦		♦		♦	♦								
George County, MS [4]	1604	651,359	♦										♦			♦
Perry County, MS [4]	1604	550,967	♦										♦			♦
Walthall County, MS [4]	1604	507,754	♦										♦			♦
City of New Orleans, LA[2]	1603	401,238	♦	♦	♦		♦		♦		♦		♦	♦	♦	♦

Thompson Consulting Services
Staff Experience Matrix

Event/Client	FEMA-DR	Cubic Yardage/ Tonnage	Disaster Debris Contract Management	Contract Procurement Assistance	ROW Debris Removal Monitoring	Parks Debris Removal Monitoring	DMS/Disposal Monitoring	Leaner/ Hangers/ Stumps Removal Monitoring	DMS Environmental Support	Beach Remediation/Restoration	Private Property Debris Removal (PPDR) Administration	Marine/Waterway Debris Removal	Data Collection/ Management/ Billing/ Invoicing	Customer Information/ Service Call Centers	Demolition Administration & Program Management	FEMA Category A&B Reimbursement Support
Jefferson Parish, LA [4]	1603	397,770	♦										♦			♦
City of Slidell, LA [4]	1603	153,165	♦										♦			♦
City of Covington, LA [4]	1603	143,919	♦										♦			♦
Lafourche Parish, LA [4]	1603	134,384	♦										♦			♦
Jasper County, MS	1604	131,251	♦		♦		♦	♦								
Town of Dauphin Island, AL	1605	94,037	♦		♦		♦	♦		♦		♦				
City of Prichard, AL	1605	70,445	♦		♦		♦	♦								
Clark County, MS	1604	90,134	♦		♦		♦	♦								
City of Citronelle, AL	1605	48,423	♦		♦		♦	♦								
City of Saraland, AL	1605	44,419	♦		♦		♦	♦								
City of Satsuma, AL	1605	29,404	♦		♦		♦	♦								
Choctaw County, AL	1605	26,409	♦		♦		♦	♦								
City of Bayou Le Batre, AL	1605	18,336	♦		♦		♦	♦								
City of Creola, AL	1605	7,719	♦		♦		♦	♦								
City of Mt. Vernon, AL	1605	4,619	♦		♦		♦	♦								
HURRICANE RITA – 2005																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 4,800,000																
Jefferson County, TX[2]	1606	4,600,000	♦		♦		♦	♦	♦		♦		♦	♦		♦
Monroe County, FL[2]	1602	200,000	♦	♦	♦		♦		♦	♦		♦	♦			♦
HURRICANE DENNIS – 2005																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 3,600,000																
Santa Rosa County, FL [1]	1595	2,000,000	♦		♦	♦	♦	♦	♦				♦	♦		♦
Escambia County, FL [1]	1595	1,200,000	♦		♦	♦	♦	♦	♦				♦	♦		♦
City of Pensacola, FL [1]	1595	400,000	♦		♦	♦	♦	♦	♦				♦	♦		♦
HURRICANE IVAN – 2004																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 9,733,300																
Escambia County, FL [2]	1551	7,681,500	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦	♦		♦
City of Pensacola, FL [1]	1551	1,343,000	♦		♦	♦	♦	♦	♦		♦		♦	♦		♦
Florida Dept. of Transportation[1]	1551	708,800	♦		♦		♦		♦				♦			
HURRICANE FRANCES – 2004																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 200,000																
City of Boca Raton, FL [1]	1545	200,000	♦		♦		♦						♦			♦
HURRICANE CHARLEY – 2004																
EVENT TOTAL CUBIC YARDS OF DEBRIS – 3,883,434																
Charlotte County, FL [4]	1539	1,870,669	♦										♦			♦
City of Orlando, FL [2]	1539	1,035,500	♦		♦	♦	♦	♦	♦				♦			
Orange County, FL [4]	1539	977,265	♦										♦			♦

[1] This work was completed by Beck Disaster Recovery's principal owners. Beck Disaster Recovery was acquired in 2009 and dissolved in 2011. Jon Hoyle, Thompson's President, served as the technical lead on this project.

[2] This work was completed by Beck Disaster Recovery's principal owners. Beck Disaster Recovery was acquired in 2009 and dissolved in 2011. Nate Counsell, Thompson's Vice President, served as the technical lead on this project.

[3] This work was completed by Beck Disaster Recovery. Beck Disaster Recovery was acquired in 2009 and dissolved in 2011. Nicole Counsell, Thompson's Grant Management Consultant, served as the technical lead on this project.

[4] This work was administered by Asevotech for Ashbritt Environmental. Wes Holden, Thompson's Director of Operations, served as the technical data administration lead on this project.

SECTION 2

STAFF QUALIFICATIONS & CAPACITY

Staff Overview and Capacity to Perform Services

Thompson's staff of consultants is amongst the most educated, qualified and dynamic in the industry. Our personnel are disaster recovery and response experts, business and financial consultants; registered professional engineers, geologists, and surveyors; scientists; and technical professionals in the following disciplines: civil, structural, environmental, geotechnical, hydraulic, mechanical, and electrical engineering. Thompson has over 350 multi-disciplined personnel on staff with diverse qualifications that can be drawn upon to address any project needs. Thompson has provided the following list of personnel by discipline as evidence of our unique qualifications and credentials as well as our capacity to support projects of any size and scope.

Personnel by Discipline

Grant/Financial Consultants	10	Environmental Engineers	9
Debris Project Managers	25	Geologists	10
Debris Supervisors	50	Scientists/Environmental	20
On-call Debris Monitors	1000	Credentialed Inspectors	57
Construction Managers	26	Investigative / Roof Consultants	13
Architects	3	Professional Land Surveyors	9
Civil Engineers	30	LEED Accredited Professionals	5
Marine Engineers	4	Construction Engineering Inspectors	50
Structural Engineers	7	Construction Materials Techs	19
Geotechnical Engineers	14	C.P. - Stormwater Quality (CPSWQ)	1
Transportation Engineers	5	C.P. - Erosion & Sediment Control	5
Hydraulic Engineers	3	Safety Professionals	4

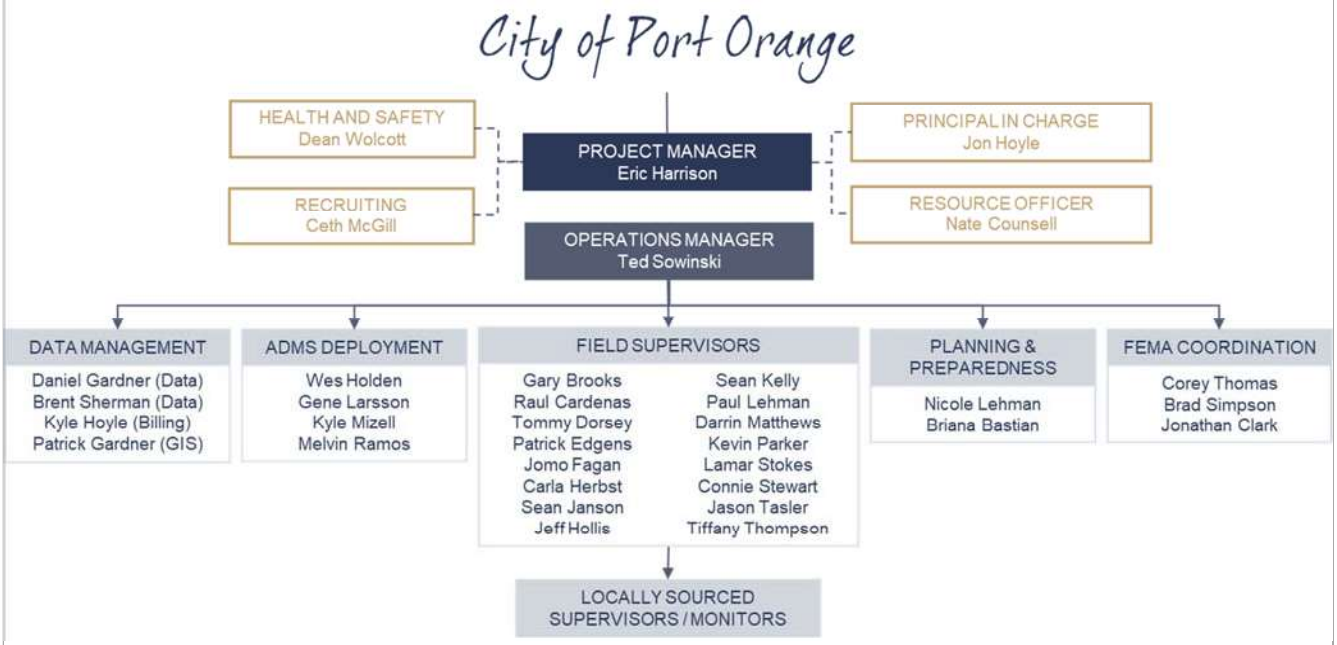
With advanced degrees in business, economics, finance, engineering, computer science and other disciplines we provide a well-rounded perspective and approach to problem solving in the emergency management and disaster recovery industry. Thompson provides the City with access to a unique combination of experience, services, resources and personnel through our family of companies.

Proposed Project Organization, Management and Qualifications

Thompson is committed to staffing the City's disaster debris monitoring project in accordance with the management staffing and key personnel proposed herein. Our technical approach is designed to be scalable in nature in order to effectively respond to both minor and catastrophic debris generating events. In addition to our full-time roster, Thompson maintains a network of more than 150 on-call debris removal monitoring managers and supervisors and more than 1,000 inspectors.

Because the City's needs and Thompson's staff obligations may change over time, Thompson will routinely update the City on the status and availability of the key personnel proposed. The organizational chart below graphically presents Thompson's proposed project staffing and key personnel.

Figure 2-1: Organizational Chart



Key Personnel Overview

JON HOYLE will serve as the Principal-in-Charge for the City and provide support as needed to ensure project operations are in accordance with the City's expectations. Mr. Hoyle has over fourteen years of experience including ten years providing management and oversight for disaster response and recovery efforts and grant writing administration / program management throughout the United States. He has managed 75 projects under contracts that total over $1.5 billion in grant administration and recovery efforts that required the mobilization of over 5,000 field and professional personnel over the past 10 years. His programmatic experience includes FEMA-PA, FHWA-ER, NRCS-EWP, HUD-CDBG, FEMA-HMGP, and others.

ERIC HARRISON will serve as a Project Manager for the City and ensure project operations are implemented in accordance with the contract and task order(s) issued by the City. Mr. Harrison has over thirteen years of experience providing debris monitoring program management support and oversight for disaster response and recovery efforts throughout the United States.

TED SOWINSKI Mr. Sowinski will serve as the on-site Operations Manager for the City to oversee day-to-day operations of the project as well as work closely with the City's debris hauler to coordinate crew requirements and scheduling. Mr. Sowinski has twelve years of experience managing debris monitoring and data management operations throughout the Southeast. Recently, Mr. Sowinski served as the Operations Manager on behalf of Carteret County, North Carolina following Hurricane Florence.

DANNY GARDNER Mr. Gardner will serve as the Data Manager for the City. Mr. Gardner has served as a data manager, program manager and grant management consultant for multiple federally funded grant programs on projects totaling approximately $250 million. His extensive understanding of the eligibility requirements, federal regulations and policies across many federal grant programs allows clients to maximize disaster recovery and mitigation reimbursement.

NICOLE LEHMAN will serve as the Planning and Preparedness lead for the City. Ms. Lehman has eleven years of disaster response and recovery experience. She is well versed in the programs, agencies, procedures and regulations involved in successfully running disaster debris management operations. Recently, Ms. Lehman served as the Project Manager for the City of Fort Lauderdale debris mission following Hurricane Irma. In addition, Ms. Lehman provides annual training to many of our clients regarding debris removal monitoring operations and FEMA policy guidance.

COREY THOMAS will serve as the FEMA Coordination / Cost Recovery Specialist and work directly with the City as needed to oversee the financial recovery of all eligible costs associated with FEMA PA and FHWA-ER activities. Since 2009, Mr. Thomas has worked with state and local agencies throughout the United States to recover millions of dollars of disaster expenditures. Mr. Thomas managed the FEMA PA reimbursement for multiple applicants in New York and New Jersey following Hurricane Sandy. He supported the South Carolina Department of Transportation recovery of over $195,000,000 in FEMA funding following two disaster incidents, and recently assisted applicants in Florida and Georgia following Hurricanes Matthew, Irma and Michael.

PATRICK GARDNER Mr. Gardner will provide GIS and mapping support to the City. Mr. Gardner is also a Federal Aviation Administration Certified Remote Pilot for Small Unmanned Aircraft (drone) and will be able to assist the County in conducting damage assessments as well as visual progress inspections with aerial photography captured through drone footage.

WES HOLDEN Mr. Holden has fourteen years of experience providing data management and disaster recovery software application development for disaster response and recovery efforts throughout the United States for a broad range of local and state government clients.

The following table summarizes the background and experience of our key personnel managing and monitoring more than 1,000,000 cubic yards on behalf of local and state governments. ***Resumes have also been included in Exhibit 2-1 following this section.***

Table 2-1: Summary of Project Team Experience

Name / Project Role / Background	Representative Experience/ Cubic Yards of Debris (as applicable)	Debris Program Experience
Jon M. Hoyle, Principal in Charge		
MBA – Finance/Management 14 Years of experience	– Lee County, FL – 2,000,000 CY – Georgia DOT – 180,000 CY – South Carolina DOT – 3,000,000 CY – Aiken County, SC – 1,500,000 CY – Harris County, TX – 2,500,000 CY – Chambers County, TX – 500,000 CY – Norman, OK – 750,000 CY – Springfield, MO – 1,448,539 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Vessel/Vehicle Recovery – Waterways Debris Removal – Beach Restoration – Private Property Debris Removal – Demolition Management – Recycling (DMS site separation)
Eric Harrison, Project Manager		
MS – Electronics Engineering 13 Years of experience	– Aransas Co, TX – 2,000,000 CY – St. Augustine, FL – 83,000 CY – Baton Rouge, LA – 1,800,000 CY – Daytona Beach, FL – 330,000 CY – South Carolina DOT – 3,000,000 CY – Virginia DOT – 500,000 CY – New Orleans, LA – 1,000,000 CY – Pembroke Pines, FL – 800,000 CY – Tonawanda, NY – 200,000 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Vessel/Vehicle Recovery – Waterways Debris Removal – Beach Restoration – Private Property Debris Removal – Demolition Management

Name / Project Role / Background	Representative Experience/ Cubic Yards of Debris (as applicable)	Debris Program Experience
	– Greene County, MO – 545,000 CY	– Recycling (DMS site separation) – White Goods (household appliances)
Ted Sowinski, Operations Manager		
12 Years of experience	– Carteret County, NC – 1,400,000 CY – Puerto Rico DOT – 400,000 CY – Bonita Springs – 536,487 CY – Newton County, TX - 37,500 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Vessel/Vehicle Recovery – Private Property Debris Removal – Demolition Management – Recycling (DMS site separation)
Danny Gardner, Data Manager		
MBA – Finance/Management 10 Years of experience	– Chatham Co, GA – 1,400,000 CY – Baton Rouge, LA – 1,800,000 CY – South Carolina DOT – 3,000,000 CY – Aiken County, SC – 1,500,000 CY – Alabama Tornados – $25,000,000 – Hurricane Ike – $445,000,000 – Hurricane Gustav – $19,374,540	– ADMS Implementation – Demolitions/ROE Program Design – Debris Project Formulation – Debris Data Management – Debris Document Management – Debris Removal Invoice Management – Debris Closeout Audit Support
Nicole Lehman, Planning and Preparedness		
BA – Psychology & Spanish 11 Years of experience	– City of Ft. Lauderdale – 460,000 CY – St. Augustine, FL – 83,000 CY – Chatham Co, GA – 1,400,000 CY – Daytona Beach, FL - 330,000 CY – Georgetown County, SC – 100,000 CY – Virginia DOT – 500,000 CY – Galveston County, TX – 1,700,000 CY – City of Galveston, TX 1,700,000 CY – New Orleans, LA - 1,000,000 CY – Norman, OK – 750,000 CY	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – DMS Operations – Vessel/Vehicle Recovery – Waterways Debris Removal – Beach Restoration – Private Property Debris Removal – Demolition Management – Recycling (DMS site separation) – White Goods (household appliances)
Corey Thomas, FEMA Coordination		
MBA – Finance/Management 10 Years of experience	– Baton Rouge, LA – 1,800,000 CY – Georgia DOT – 180,000 CY – South Carolina DOT – $195,000,000 – Alabama Tornados – $25,000,000 – Iowa Flooding – $1,640,325 – South Dakota Winter Storms – $60,000,000 – Hurricane Alex – $3,500,000 – Hurricane Ike – $445,000,000	– ADMS Implementation – ROW Debris Removal – Leaners, Hangers, and Stumps – Private Property Debris Removal Demolitions/ROE Program Design – Debris Project Formulation – Debris Removal Invoice Management – Debris Closeout Audit Support – Debris Appeals Assistance
Wes Holden, ADMS Deployment		
BS – Mgmt. Info. Systems 14 Years of experience	– Chatham Co, GA – 1,400,000 CY – Baton Rouge, LA – 1,800,000 CY – South Carolina DOT – 3,000,000 CY – Houston , TX – 4,500,000 CY – New Orleans, LA – 1,000,000 CY – Harris County, TX – 2,500,000 CY – Baytown, TX – 1,000,000 CY – Charlotte County, FL – 1,870,669 CY	– ADMS Implementation – Private Property Debris Removal – Leaners, Hangers, and Stumps – Debris Data Management – Debris Document Management – Waterways Debris Removal – Hazardous Materials – Household Hazardous Waste

Debris Removal Monitor Labor Force Sourcing

Thompson's proposed staffing plan is designed to be flexible and scalable so that we can effectively and efficiently respond to the City's needs. We maintain a staff of full time and on-call disaster debris

monitoring experts, consultants and supervisors that will be available to support the implementation and management of debris removal monitoring operations. In addition, Thompson maintains professional human resources and recruiting staff that have extensive experience in disaster response and recovery services available to assist in identifying and placing personnel.

It is Thompson's intent to fill all temporary debris monitoring positions with the City's qualified residents in need of work. Thompson will provide qualified residents with safety training, drug screening, and on the job training with experienced debris monitoring supervisors. Thompson is the only debris monitoring firm that performs drug screening and motor vehicle operating record reviews for its temporary employees. This practice results in a team of monitors that is both safe and committed to quality. We will make sure that all local hires are properly trained prior to being deployed to monitor a debris removal crew. In addition, this effort will help residents participate in the City's recovery efforts with a meaningful impact and earn a competitive hourly wage.

Program Experience and Qualifications

Debris Removal Programs

Thompson's proposed team of disaster response and recovery experts have responded to some of the most devastating natural disasters to impact the United States in the last decade. Each team member has served in a variety of recovery operations roles and has real-world experience managing and supporting special disaster recovery programs to include right-of-way (ROW), private property/right-of-entry (ROE) work, waterways clean-up and reimbursement, leaning tree and hanging limb removal, hazardous material removal, vessel and vehicle recovery, asbestos abatement, data management and hauler invoice reconciliation and contracting, and FEMA appeals assistance. Thompson's consultants have experience with all of the following disaster recovery programs.

Debris Removal Monitoring

- Debris hauling vehicle certification (volumetric)
- Right-of-Way debris collection
- Debris management site operations
- Leaning tree, hanging limb, and hazardous stump removal
- Private property debris removal
- Right-of-Entry (ROE) administration
- Waterways debris removal monitoring
- Beach and shoreline restoration
- Data management
- Document management
- Progress reporting
- Contractor invoice reconciliation and payment recommendation
- Vessel and vehicle recovery
- Asbestos abatement
- Health and safety monitoring
- Multi-jurisdictional coordination/scheduling
- Damage claim resolution
- Disaster recovery monitoring with handheld devices
- Hazardous material removal
- GIS reporting
- Cost recovery/grant applications

Special Services Debris Removal Programs

Thompson's consultants consider special debris removal programs such as private property/right of entry work, waterways clean-up, demolition management, vessel and vehicle recovery, etc. as service offerings that our clients expect following a disaster event. Thompson's consultants have extensive and unique experience with private property debris removal and demolition housing initiatives, including the management of many of the largest multi-phase, multi-property demolition and housing initiatives in the United States over the past ten years. In addition, Thompson has extensive waterway/coastal recovery experience, including waterway, wetland and beach sand removal and restoration monitoring.

A sample of Thompson's extensive experience with special debris removal monitoring programs includes, but is not limited to:

- Puerto Rico Infrastructure Financing Authority: Private Property Debris Removal and Demolition
- City-Parish of East Baton Rouge: C&D, HHW, E-Waste, White Goods
- SC Department of Transportation: Leaning Trees/Hazardous Limbs
- New York City: Abandoned Vehicle Recovery
- Hancock County: Animal Carcasses
- Sevier County: Private Property Debris Removal
- City of Tuscaloosa: Structural Demolitions
- City of Gulfport: Food Waste
- City of Fort Lauderdale: Beach Sand Removal and Restoration
- Alabama State Port Authority: Wetland Debris Removal
- Aiken County, South Carolina: Waterway Debris Removal

Disaster Cost Recovery and Reimbursement Processes

Thompson's consultants are well versed in federal program compliance regulations and policy for FEMA and other federal agencies. Our consultants thoroughly understand the programs, policies, and regulations related to disaster reimbursement and will use this knowledge to aid in the recovery and reimbursement of all eligible debris and other related project costs. Thompson's goal is to promote an effective recovery in the most efficient amount of time while focusing on the end product of reimbursement though compliance with all applicable federal, state and local regulations.

Public Assistance Program Consulting Services

- Preliminary damage assessment (PDA) data management tool development (categories A-G)
- Collection and compilation of PDAs
- Applicant kickoff meeting facilitation
- Debris staging site consultation (environmental, logistical, etc.)
- Project worksheet development
- Housing inventory damage assessment
- Direct administrative cost (DAC) support
- Damage site surveying (photography, GPS, condition reports, cost estimation, etc.)
- Small/large project formulation and scoping
- Alternate / improved projects
- Section 406 mitigation consultation
- Procurement assistance
- Expenditure review/approval and reconciliation
- EMMIE monitoring/support
- FEMA appeals assistance

Thompson recently assisted the South Carolina Department of Transportation with FEMA Public Assistance consulting services following a major ice storm in 2014 and more recent flooding event in 2015. This work has resulted in developing both small and large project worksheets totaling over $195,000,000 in disaster funding.

Grant Application, Administration, and Management

Thompson's experience in supporting recovery efforts for local and state governments spans three decades and accounts for the administration of more than $3 billion in federal grant funding. Our consultants can draw upon their knowledge and experience in working with over eight different federal grant funding agencies and 15 grant programs, including the following:

- Federal Emergency Management Agency
  - Public Assistance (PA)
  - Hazard Mitigation Grant Program (HMGP)
- Department of Housing & Urban Development
  - Community Development Block Grant
  - HOME Investment Partnership Program

  - Pre-disaster Mitigation (PDM)
  - Flood Mitigation Assistance (FMA)
- Federal Highway Administration (FHWA)
  - Emergency Relief (ER)
- Environmental Protection Agency (EPA)
- Natural Resources Conservation Service (NRCS)
  - Emergency Watershed Protection (EWP)
- Small Business Administration (SBA)
- Department of Agriculture (USDA)

Capacity to Perform Services

Equipment Capacity

Thompson has successfully provided disaster recovery services to our clients over the years. On past projects we have not had any issues with supplying sufficient amounts of equipment and supplies. However, we do have pre-event contracts in place to provide additional supplies as needed within 24-hours. The following items are supplied to field personnel prior to mobilization:

- Safety Equipment: Hard hats, safety glasses, and safety vests are provided to all personnel. All personnel are required to wear steel toed boots at their own expense. Field supervisors are provided medical kits.
- Communication Device: Cell phones, and/or radios are provided to our field personnel based upon the project needs.
- Laptops and Portable Printers / Scanners / Copiers: These items are provided to Thompson management personnel for use in vehicles or mobile command centers as needed.
- Additional Field / Office Supplies: All necessary forms (field documents, truck certification, etc.) and office supplies are kept in stock and provided prior to mobilization.

A listing of our office and field equipment is shown in the following table.

Table 2-2: Available Field Equipment and Personnel

Resources/Field Equipment	Quantity	Resources/Field Equipment	Quantity
Southeast Offices	13	Full Time Employees	350
ADMS Sets	1,300	Stand-by Disaster Recovery Employees	1,000
Computer – Desktop Station	175	Printers / Copier – Color Laser	35
Computer – Laptop	175	Printers – Black and White Laser	30
Air Card	18	Printer / Copier / Scanner / Fax– Portable	25
MiFi Access Point	50	Digital Cameras	150
Communication – Cell Phones	213	Handheld GPS Units	150
Communication – Radios	83	Boats (12’ to 22’)	6
Communication – Desktop Phones	350	Trucks	125
Printers – Wide Format Plotters	6	Trailers (8’ to 48’ – open and enclosed)	15

Automated Debris Management System

Thompson maintains over 1,300 TDMS*mobile* units on hand and has access to additional units within 24 hours of notification when necessary. Thompson’s TDMS*mobile* devices have been deployed successfully over the last seven (7) years, and from day one of debris removal operations Thompson will be able to provide the County with paperless ticketing. Additional information on Thompson’s ADMS is provided in Section 3.

Current Florida Contractual Obligations

Thompson strongly believes that responsible disaster response consultants should disclose their commitments so that perspective clients can gage whether they can reliably provide critical resources in the event of mobilization. In order to ensure that we are able to deliver the full force of man-power committed in our proposal, Thompson limits its stand-by commitments to ensure that we can responsibility exceed our clients expectations.

On an annual basis, our staff conducts an internal exercise to test response capabilities to all of our Florida stand-by obligations in the unlikely incident that a state-wide disaster activation causes all of our Florida contracts to simultaneously activate. Following a future disaster, the City should expect the priority treatment that Thompson is committed to delivering. ***Thompson Consulting Services, LLC has never had a contract terminated unfavorably, nor have we ever failed to complete a project or provide the goods/services for which we has been contracted.*** We have listed our stand-by debris monitoring commitments in the State of Florida in Table 2-3.

Table 2-3: Current Executed Florida Contracts

Client	Client
FLORIDA	
Altamonte Springs, City of	Leon County
Apopka, City of	Miami Springs, City of
Atlantis, City of	New Smyrna Beach, City of
Belle Glade, City of	North Port, City of
Bonita Springs, City of	Oak Hill, City of
Boynton Beach, City of	Ocoee, City of
Casselberry, City of	Orange City, City of
Citrus County	Orlando, City of
Collier County	Ormond Beach, City of
Daytona Beach, City of	Oviedo, City of
Debary, City of	Palm Bay, City of
Deland, City of	Palm Beach County Solid Waste Authority
Delray Beach, City of	Palm Coast, City of
Deltona, City of	Panama City Beach, City of
Desoto County	Pasco County
Edgewater, City of	Pinellas County
Escambia County	Plant City, City of
Flagler County	Port Orange, City of
Fort Lauderdale, City of	Riviera Beach, City of
Glades County	Sanibel, City of
Hendry County	South Bay, City of
Hernando County	South Daytona, City of
Hialeah, City of	St. Cloud, City of
Holly Hill, City of	St. Lucie County
Hollywood, City of	Stuart, City of
Inverness, City of	Tallahassee, City of

Client	Client
Jackson County	Venice, City of
Lake Worth, City of	Vero Beach, City of
Lakeland, City of	Volusia County
Largo, City of	West Palm Beach, City of
Lee County	Winter Garden, City of

Experience with Recent Simultaneous Contract Activations

Thompson recognizes that each disaster situation is going to be different. Although we will always be able to leverage our extensive experience and capabilities, we will also have to be prepared to draw on resources intelligently, prioritize efficiently, and act decisively when facing new challenges. In order to do this, Thompson promotes a collaborative working relationship with our clients and their debris removal contractors.

Recent disaster incidents, including Hurricanes Florence and Michael in 2018, Hurricanes Harvey, Irma and Maria in 2017 and Hurricane Matthew in 2016 have tested and enhanced Thompson's managerial capabilities, especially in the State of Florida. These disaster incidents have resulted in regional, nearly state-wide and multi-state response operations. Hurricanes Michael and Florence made landfall within one month of each other and required simultaneous disaster response operations for nine (9) clients in North and South Carolina and six (6) clients in Florida and Georgia. Following Hurricane Irma, Thompson was activated by, and successfully responded to 47 clients within the State of Florida, including Lee County, Volusia County and the Solid Waste Authority of Palm Beach County, some of the hardest hit and largest debris removal missions throughout the State. In 2016 when a massive flooding event devastated the greater Baton Rouge area of Louisiana and Hurricane Matthew struck the Atlantic Seaboard of the United States, Thompson was simultaneously activated by twenty five (25) county and city governments in Louisiana, Florida, Georgia, South Carolina, North Carolina, and Virginia. At peak times following Hurricane Irma in Florida alone, Thompson had deployed over 1,600 field staff, and nearly 1,200 pieces of ADMS equipment. Through these recent events Thompson worked closely with our clients and many different debris removal companies to work through the following challenges:

LOGISTIC CONSIDERATIONS: When addressing a multi-state disaster response such as Hurricane Matthew, Thompson's debris removal monitoring assignments were extended over a large area including south central Louisiana and spanning nine hundred (900) miles along the Atlantic coast from Palm Beach County, FL to Norfolk, Virginia. In order to address client specific field personnel and equipment needs, Thompson implemented several operational hubs in six (6) states with runner and logistics support to all projects.

LARGE SCALE ADMS DEPLOYMENT TO MONITOR ALL TYPES OF DEBRIS COLLECTION: Thompson's ADMS deployment following Hurricanes Harvey, Irma and Maria in 2017 was one of the largest simultaneous ADMS deployments in history, with over 1,300 units deployed to over 55 work locations. Thompson's ADMS units were configured to monitor the collection of nearly 15 million cubic yards of disaster related debris. Thompson's ADMS system was configured to monitor the removal of vegetative, construction and demolition (C&D), white goods, household hazardous waste, animal carcasses, sand, waterway, and private property debris removal.

STAFFING EXECUTION PLAN: Thompson maintains a professional recruiting and staffing department in house so that we can respond quickly and efficiently to surge staffing demands. We maintain a network

of over 1,000 potential field monitors on call to supplement monitors sourced locally. When tasked with ramping up quickly, efficiently, and simultaneously over a six (6) state area following Hurricane Matthew, Thompson relied on dedicated resources that owned the ramp-up process. We did not, and do not currently, rely on any third party staffing firms that do not understand the disaster business. This was critical to our success with the Hurricanes Matthew, Irma and Michael mobilizations.

RAPID MOBILIZATION: During these recent disasters, many of Thompson's clients elected to participate in the Public Assistance Alternative Procedures (PAAP) Pilot Program for Debris Removal and tasked Thompson and the debris removal contractors with expedited debris removal schedules. Thompson, the debris removal contractors, and the clients were highly motivated to complete debris removal operations as quickly as possible. Thompson was able to handle the great deal of operational pressure associated with monitoring expedited debris removal operations, and over 90% of the work that we monitored was completed within 90 days.

EXHIBIT 2-1

KEY PERSONNEL RESUMES

thompson
CONSULTING SERVICES

Jon M. Hoyle

President

FIRM

Thompson Consulting Services

1135 Townpark Avenue, Suite 2101

Lake Mary, FL 32746

EDUCATION

BA: International Relations

MBA: Management and Finance

EXPERIENCE

14 years

PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FEMA Hazard Mitigation Grant Program (404 and 406)
- FEMA Severe Repetitive Loss Program
- FHWA ER Program
- CDBD Disaster Recovery
- CDBG Housing

Experience and Qualifications

Mr. Hoyle has fourteen years of experience providing management and oversight for disaster response and recovery efforts and grant writing administration / program management throughout the United States. He has managed 65 projects under contracts that total over $1 Billion in grant administration and recovery efforts that required the mobilization of over 5,000 field and professional personnel.

Project Experience

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 – Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Following the devastating impacts of the storm Mr. Hoyle worked with DTOP to ensure proper procurement measures were in place to solicit and begin disaster debris removal and monitoring services. Ultimately, Thompson began performing debris monitoring services in three DTOP zones. Mr. Hoyle oversaw the establishment of project operations and is responsible for contract obligations and cost controls.

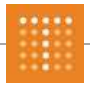
Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 – Mr. Hoyle served as principal-in-charge during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously. Mr. Hoyle was responsible for contract obligations and cost controls for all projects. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Hurricane Matthew, Disaster Recovery Operations, Multiple States, 2016 - 2017 – Mr. Hoyle served as principal-in-charge during Thompson's multi-state mobilization in response to Hurricane Matthew. Thompson conducted debris removal monitoring operations in five (5) states and 23 unique clients simultaneously. Mr. Hoyle was responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson provided debris monitoring and substantiation for more than 3.2M cubic yards of debris as a result of Hurricane Matthew.

South Carolina Department of Transportation, Severe Flooding, 2015 - 2016 – Mr. Hoyle again served on the Thompson management team during the SCDOT's response to statewide severe flooding. He was responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson provided debris monitoring services on behalf of the SCDOT in 11 counties as well as FEAM PA services to identify and document damages to approximately 600 sites and prepared and submitted both large and small project worksheets totaling over $35,000,000 and including hazard mitigation measures.

Putnam, Fentress and Overton Counties, Tennessee, Sever Winter Storm, 2015 – Mr. Hoyle served as the Principal-in-Charge during for all projects following a regional ice storm that impacted Tennessee. He managed and ensured all contracts and task orders were processed and implemented.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 –Winter Storm Pax impacted the State of South Carolina generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transpiration (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Hoyle served on the Thompson management team responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson monitored, documented, and substantiated reimbursement for the removal of over 2,900,000 cubic



yards of debris and the removal of 400,000 hazardous limbs and trees.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 – In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Hoyle served on the Thompson debris program team responsible for mobilizing and deploying project staff and resources to multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's field monitoring efforts documented and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

Virginia Department of Transportation (VDOT), Multiple Locations, Hurricane Recovery Debris Monitoring, 2011 – In the wake of Hurricane Irene the VDOT called upon it's pre-position contractors to assist it with collecting and disposing of debris strewn about its rights-of-way in the Central and Eastern regions of the State. Thompson was tasked with providing debris removal monitoring services in the Ashland, Chesterfield, Petersburg, South Hill, and Saluda Residencies, which included a territory of 23 Counties. Mr. Hoyle served as the Principal-In-Charge acting as the liaison officer between the VDOT's pre-positioned contractors and the field management team.

Alabama Department of Conservation and Natural Resources (ADCNR), Disaster Management and Debris Monitoring, Alabama, 2011 – Mr. Hoyle served as the Project Manager for the disaster management and debris monitoring at Guntersville, Buck's Pocket, and Morgan's Cove State Parks following the crippling tornados of April 2011. The camp grounds were totally destroyed and massive amounts of debris were scattered in the roadways, trail systems, and fire lines. At peak, 90 crews were mobilized, managed, and monitored. Contract value totals $1.5-million.

Calhoun County, Alabama, Tornado Recovery Operations, 2011 – During April of 2011, north/central Alabama, eastern Mississippi, northwest Georgia, and southeast Tennessee, were struck with a record-breaking number of crippling, deadly tornados. Thompson Consulting Services (Thompson) was selected by Calhoun County (County) to provide disaster response and recovery consulting services including grant administration and debris removal monitoring. Mr. Hoyle served as the Principal-In-Charge while supporting the field management team's efforts to aid the County in a swift recovery.

Texas and Louisiana, Hurricane Ike Long Term Recovery, Infrastructure Repair and Grant Management Administration, 2008-2011 – Following the devastating impact that Hurricanes Ike made on the Texas and Louisiana coast, Mr. Hoyle implemented and managed over 15 large long term recovery, infrastructure repair, and grant administration programs in Texas and Louisiana and helping obtain over $250 million FEMA PA, FHWA ER, and CDBG DR funds on behalf of local governments and agencies such as the Port of Galveston, City of Galveston, and Texas Department of Transportation.

Escambia County, Florida, BP Deep-water Horizon Oil Spill Response, 2010 – As oil threatened the beaches and waterways of Escambia County (Pensacola), FL during the summer of 2010, Mr. Hoyle deployed a team responsible for documenting and accounting for over $10 million of contracted efforts to contain the oil and mitigate the environmental impact the oil spill made on beaches, waterways, and tourism.

Norman, Oklahoma, Ice Storm Deployment, 2008 – Following a crippling ice storm in Norman, Oklahoma in 2008, Mr. Hoyle served as the Principal in Charge for a program to document and account for contracted response, recovery, and debris removal operations initiated by the City. The effort documented and substantiated over $3 million worth of eligible FEMA and FHWA funding.

Florida and Mississippi, Hurricane Deployment, Hurricane Katrina, 2005-2007 – Mr. Hoyle deployed teams to simultaneously respond to multiple local governments in Florida and Mississippi to provide debris monitoring and grant administration assistance. The effort documented and substantiated the removal of over 5,000,000 cubic yards of debris, representing $175 million of FEMA and FHWA reimbursement to local governments.

Previous Employment Experience

Science Applications International Corporation (SAIC), Maitland, FL, 2009-2011 – Mr. Hoyle served as the Director of the Financial Recovery Services Division.

Beck Disaster Recovery (BDR), Maitland, FL, 2005-2009 – Mr. Hoyle was a company co-founder, owner and managing principal of the Response and Recovery Services division.

Nathaniel T. Counsell

Executive Vice President

FIRM

Thompson Consulting Services
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

EDUCATION

BA: Economics
MBA: International Business

EXPERIENCE

14 years

PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FEMA Hazard Mitigation Grant Program (404 and 406)
- FEMA Severe Repetitive Loss Program
- FHWA ER Program
- CDBD Disaster Recovery
- CDBG Housing

Experience and Qualifications

Mr. Counsell has fourteen years of experience providing management and oversight for disaster response and recovery efforts throughout the United States. He has managed 80 projects under contracts that total over $1.5 Billion in recovery efforts that required the mobilization of over 5,000 field and professional personnel.

Project Experience

Solid Waste Authority of Palm Beach County (SWA), Hurricane Irma, 2017 - 2018 – Mr. Counsell served as the principal-in-charge / program manager to coordinate debris monitoring and disposal operations throughout the county, this included performing monitoring services for 18 communities within the County and documenting all disposal loads brought to the SWA's landfills. Over all Thompson provided the substantiation for more than 3M cubic yards of debris as a result of Hurricane Irma.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 – Mr. Counsell served as the principal-in-charge / corporate resource officer during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously. Mr. Counsell ensured all projects had the resources necessary to implement monitoring operations for all projects and programs. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Louisiana Severe Flooding, City of Baton Rouge, Parish of East Baton Rouge and Denham Springs, LA, 2016 - 2017 – Mr. Counsell served as the principal-in-charge / corporate resource officer for the City of Baton Rouge, Parish of East Baton Rouge and Denham Springs disaster recovery operations conducted by Thompson. Each of these communities were severely impacted by massive flooding and required specialized debris removal programs. Recovery operations in the City / Parish of East Baton Rouge resulted in the collection of over 1.9M cubic yards of construction and demolition debris, the largest C&D removal program since Hurricane Katrina. Over 90% of the City of Denham Springs was impacted by flooding resulting in 250,000 CY of debris collected. Both projects also required extended ROW debris removal and Thompson worked with each community to implement a private property debris removal (PPDR) program. Mr. Counsell ensured all projects had the resources necessary to implement monitoring operations for all programs. He also worked closely with the leadership of each community to address public information concerns and worked closely with the debris removal contractors to assist in organized debris removal operations.

South Carolina Department of Transportation, Severe Flooding, 2015 – Mr. Counsell served as the corporate resource officer during the SCDOT's response to statewide severe flooding. Mr. Counsell ensured all projects had the resources necessary to implement debris removal monitoring in 11 counties throughout the State.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 – Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transpiration (SCDOT), Georgetown,

Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Counsell is serving on the Thompson management team responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects. Thompson monitored, documented, and substantiated reimbursement for the removal of over 2,900,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 – In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Counsell served on the Thompson financial team responsible for contract cost controls and FEMA Category A&B reimbursement for multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's data and financial management efforts authorized nearly a $1,000,000 of eligible contractor payments and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

Virginia Department of Transportation (Multiple Locations), Hurricane Recovery and Debris Removal, 2011 – In the wake of Irene, the Virginia Department of Transportation (VDOT) called upon their pre-position contractors to assist it with collecting and disposing of debris strewn about its rights-of-way in the Central and Eastern regions of the State. Thompson was tasked with providing debris removal monitoring services in the Ashland, Chesterfield, Petersburg, South Hill, and Saluda Residencies, which included a territory of 23 Counties. Mr. Counsell served as Project Manager for this engagement and oversaw all debris monitoring operations.

Calhoun County, Alabama, Tornado Disaster Debris Monitoring, 2011 – Mr. Counsell served as the Project Manager for disaster debris removal monitoring following the crippling tornados of April 2011. The project involved monitoring right-of-way collection of vegetative and construction and demolition (C&D) debris throughout the County and administering and monitoring contracted debris removal from private property through a right-of-entry (ROE) program as part of Operation Clean Sweep administered by FEMA and AEMA. Contract value totals $3-million.

New Orleans, Louisiana, FEMA Funded Commercial and Residential Demolition Program, 2007-2009 – Between 2007 and 2009, Mr. Counsell served as the Program Manager of the City of New Orleans residential and commercial demolition program, helping the City design and implement a multi-phase process for the identification, historical review, decommissioning, demolition, and disposal of over 1,500 residential and commercial structures located throughout the City. The program required coordinated cost tacking to 5 large Project Worksheets totaling over $50 million in FEMA Public Assistance Funding.

Louisiana and Texas, Hurricane Deployment, Hurricanes Dolly, Gustav, and Ike, 2008-2010 – Following the devastating impact that Hurricanes Dolly, Gustav, and Ike made on the Texas and Louisiana coast, Mr. Counsell deployed, implemented, and executed 10 large scale debris monitoring and grant administration programs in Texas and Louisiana and helped obtain $250 million FEMA PA, FHWA ER, and CDBG DR funds on behalf of local governments and agencies such as Terrebonne Parish, City of New Orleans, and City of Houston.

South Florida, Hurricane Deployment, Hurricane Wilma, 2005-2006 – Mr. Counsell deployed teams to simultaneously respond to 17 local governments in Broward, Miami-Dade, and Monroe County, FL to provide debris monitoring and grant administration assistance. The effort documented and substantiated the removal of over 5,000,000 cubic yards of debris, representing $175 million of FEMA and FHWA reimbursement to local governments.

Previous Employment Experience

Science Applications International Corporation (SAIC), Maitland, FL, 2009-2011 – Mr. Counsell served as the Director of the Response and Recovery Services Division.

Beck Disaster Recovery (BDR), Maitland, FL, 2005-2009 – Mr. Counsell was a company co-founder, owner and managing principal of the Program Management Services division.

Eric Harrison

Vice President | Field Operations

FIRM

Thompson Consulting Services

1135 Townpark Avenue, Suite 2101

Lake Mary, FL 32746

EDUCATION

BS: Electronic Engineering Technology

Graduate Certificate: Geographic Information Science

EXPERIENCE

12 years

PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B)
- FHWA ER Program
- Demolition Program Management
- Occupational Safety and Health Administration Implementation

Experience and Qualifications

Mr. Harrison has twelve years of experience assisting communities with disaster response and recovery efforts throughout the United States. He has lead and supported multiple debris operations through project management, mobilization of response teams, staging logistics, data management and permitting debris sites. Also, as a geographic information systems (GIS) specialist he has extensive experience in developing zone and routing maps for disaster recovery projects.

Project Experience

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 – Mr. Harrison served as a program manager overseeing project operations for debris monitoring services in three DTOP designated zones. He was responsible for ensuring all projects were operating in accordance with federal, state and local requirements and that project managers were operating consistently across the DTOP zones.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 – Mr. Harrison oversaw Thompson's debris removal monitoring operations throughout the State of Florida. He assigned and managed project and operations managers across all projects and ensured each had the resources necessary to complete efficient and effective debris removal monitoring operations. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

City of Hialeah, Hurricane Irma Recovery Operations, 2017 – Mr. Harrison served as onsite project manager overseeing disaster debris removal monitoring operations in the City of Hialeah following Hurricane Irma. The recovery efforts included the documentation, collection and removal of over 211,704 cubic yards of debris.

Hurricane Matthew, Disaster Recovery Operations, Multiple States, 2016 - 2017 – Mr. Harrison oversaw Thompson's debris removal monitoring operations in five (5) states and 23 unique clients simultaneously. He assigned and managed project and operations managers across all projects and ensured each had the resources necessary to complete efficient and effective debris removal monitoring operations. Thompson provided debris monitoring and substantiation for more than 3.2M cubic yards of debris as a result of Hurricane Matthew.

South Carolina Department of Transportation, Severe Flooding, 2015 – Following severe statewide flooding in South Carolina, SCDOT contracted Thompson to provide debris removal monitoring services in 11 counties throughout the State. Mr. Harrison served on the Thompson management team responsible overseeing operations, staffing and controls on all active projects including the mobilization and demobilization of staff and resources throughout the State.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 –Winter Storm Pax impacted the State of South Carolina which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transpiration (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Harrison served on the Thompson management team responsible overseeing operations, staffing and controls on all active projects. Thompson is scheduled to monitor, documents, and substantiate reimbursement for the removal of 1,000,000 cubic yards of debris and the removal of hazardous limbs from 154,000 hazardous trees.

Hurricane Deployment, Hurricane Sandy, New Jersey, New York, 2012 – Mr. Harrison deployed teams to respond to Hoboken, NJ and Babylon, New York following Hurricane Sandy to provide debris monitoring using ADMS and grant administration assistance. Mr. Harrison performed quality control of field supervisors and monitors utilizing ADMS to certify equipment, credential new monitors, and track debris removal. Concurrently, Mr. Harrison also deployed a field team skilled in ADMS and special programs to manage the extensive documentation associated with the identification, removal, and inventory management of flooded vehicles and vessels in New York City.

Mississippi and Louisiana, Hurricane Deployment, Hurricane Isaac, 2012 – Mr. Harrison deployed teams to simultaneously respond to four local governments in Terrebonne Parish, LA, Denham Springs, LA, Hancock County, MS, and Jackson County, MS to provide debris monitoring and grant administration assistance. Mr. Harrison was responsible for the deployment and project specific configuration of handheld devices to each activated contract. The effort documented and substantiated the removal of nearly 100,000 cubic yards of debris in less than 45 days.

Virginia Department of Transportation (VDOT), Hurricane Irene Recovery Operations, 2011 – Mr. Harrison served as project manager overseeing disaster debris removal operations in the Richmond and Fredericksburg VDOT Districts which included six different residencies across the eastern part of state. The recovery efforts included the collection and removal of over 450,000 cubic yards of debris which was tracked and managed with TDMS*web*.

City of New Orleans, FEMA Funded Commercial and Residential Demolition Program, New Orleans, LA, 2007-2011 – Between 2007 and 2011, Mr. Harrison served as the Deputy Project Manager of the City of New Orleans Residential and Commercial Demolition Program. He was responsible for preparing applications for two historic review committees for demolition requests and for carrying out all required procedures set forth in City ordinances prior to committee review. Also, using GIS software Mr. Harrison mapped demolition progress and managed a demolition database of nearly 3,000 properties. The program required coordinated cost tacking to 5 large Project Worksheets totaling over $50 million in FEMA Public Assistance Funding.

Louisiana and Texas, Hurricane Deployment, Hurricanes, Gustav, and Ike, 2008-2010 – Following the devastating impact that Hurricanes Gustav and Ike made on the Louisiana and Texas coast, Mr. Harrison supported the debris monitoring operations in New Orleans as well as providing GIS support for multiple field operations in Texas.

City of Waveland, Mississippi , Hurricane Deployment, Hurricane Katrina, 2005-2007 – Mr. Harrison served as GIS specialist and assisted the City of Waveland, MS with developing zone maps, conducting damage assessments and leaner and hanger debris removal programs following Hurricane Katrina.

Pembroke Pines, Florida, Hurricane Deployment, Hurricane Wilma, 2005-2006 – Mr. Harrison served as the operations manager and assisted in the deployment of an immediate response team to provide storm debris cleanup and recovery planning on behalf of the City of Pembroke Pines, FL in response to Hurricane Wilma. He also assisted in the development of zone and routing maps for the City's recovery efforts.

South Florida, Hurricane Deployment, Hurricanes Charley, Frances and Jeanne, 2004-2005 – Mr. Harrison was a part of a response team to provide immediate on-site assistance and a wide range of disaster recovery management and storm debris clean-up monitoring services to aid multiple South Florida communities in making a quick recovery. Mr. Harrison assisted with surveying areas for special collection needs such as tree stumps, hazardous trees and construction and demolition (C&D) debris.

Training and Certifications

- Occupation Safety and Health Administration (OSHA) 7600 Disaster Site Worker
- Occupation Safety and Health Administration (OSHA) 10-hour Construction Safety
- Federal Emergency Management Agency (FEMA) IS-700a – NIMS An Introduction
- ArcGIS 9.x and ArcGIS Server 9.x
- ArcGIS Spatial and Network Analyst

Corey Thomas

Vice President | Grants Management Services

FIRM

Thompson Consulting Services
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

EDUCATION

BS: Communication, Advertising, and Public Relations
MBA: Finance and Management

EXPERIENCE

10 years

PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FEMA Hazard Mitigation Grant Program (404 and 406)
- FHWA ER Program
- HUD CDBG Disaster Recovery

Experience and Qualifications

Mr. Thomas has ten years of project management and consulting experience assisting local and state governments in determining and claiming eligible costs under FEMA's Public Assistance program. He has assisted clients with developing project worksheets for all categories of work (A-G) and performed tasks associated with project formulation, scoping, cost estimating, 406 mitigation, project inspection, financial compliance, invoice and cost reconciliation, and appeals.

Presenter: **National Hurricane Conference, 2013 – Debris Monitoring and Contracting Training Workshop**

Project Experience

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 – Mr. Thomas served on the Thompson management team responsible for contract obligations, cost controls, and FEMA Category A&B reimbursement for all projects during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously. Mr. Thomas conducted project kickoff meetings and coordinated ensured projects had the necessary personnel and equipment to implement monitoring operations. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Hurricane Matthew State of Florida FEMA PA Consulting 2016 – 2017 - Mr. Thomas provided subject matter expertise while overseeing a team of consultants responsible preparing project worksheets and supporting documentation to substantiate reimbursement of costs to perform eligible storm-related response and recovery work on behalf of seven Florida communities - Cities of Daytona Beach, St. Augustine, Ormond Beach, Deland, Deltona, Orange City and the Solid Waste Authority of Palm Beach County. In total, over 70 project worksheets substantiating more than $12 million in FEMA Public Assistance reimbursement will be submitted. Additionally, Thompson developed Hazard Mitigation Grant Program projects and applications to improve public infrastructure for each of our clients.

South Carolina Department of Transportation (SCDOT), Severe Flooding FEMA PA Consulting, 2015 – 2016 – Mr. Thomas provided subject matter expertise to SCDOT leadership while developing and implementing a financial recovery plan to recoup over $35 million in FEMA Public Assistance (PA) funding. He successfully managed a team of consultants responsible for developing over 200 project worksheets for emergency and permanent work which included repair, replacement and/or mitigation of over 500 damaged roads throughout the state.

South Carolina Department of Transportation (SCDOT), Winter Storm Pax FEMA PA Consulting, 2014 - 2015 – Winter Storm Pax impacted the State of South Carolina which generated widespread vegetative disaster debris. Thompson was activated by the SCDOT to provide FEMA PA consulting services related to the debris removal missions being performed throughout the State. Mr. Thomas assisted the SCDOT with the application of over $250 million in FEMA Category A reimbursement using alternative procedures in accordance with the Sandy Recovery Improvement Act of 2013. The effort included the consolidation of debris removal and monitoring data from five debris removal contractors and three monitoring firms for work completed in an 18 county area in order to obtain an increased federal cost share on behalf of SCDOT for performing an accelerated debris removal mission.

Town of Babylon, NY, FEMA Public Assistance Consulting, Hurricane Sandy, 2012-2013 – The Town of Babylon, suffered severe damage and large amounts of vegetative and C&D debris following Hurricane Sandy. Mr. Thomas was able to quickly and accurately prepare large project Category A PW's valued at $5.5 million. All PWs were approved in their entirety, and funded as part of the State's first round of reimbursement for Sandy.

Middlesex County Utilities Authority, NJ, FEMA Public Assistance Consulting, Hurricane Sandy, 2012-2013 – Mr. Thomas provided FEMA PA consulting services to MCUA to assist the Authority with development of PWs to capture costs associated with debris removal, emergency protective measures, and permanent work. The MCUA suffered damages to sewage pumping stations estimated at over $200 million. Mr. Thomas continues to provide PA and HMA support to help the Authority properly navigate FEMA policy requirements and federal regulations.

City of Fort Lauderdale, Florida, FEMA Public Assistance Consulting, Hurricane Wilma, 2012 – Following hurricanes Wilma and Katrina in 2005, The City of Fort Lauderdale sustained widespread damage generating large amounts of debris throughout the City, particularly in parks and along beaches. In 2012, following a federal OIG audit of the City's FEMA project worksheets, approximately $10 million in funding for debris removal activities was de-obligated. Mr. Thomas assisted the City in collecting project documentation, preparing a formal appeal, and submitting to FDEM and FEMA Region IV. The State has supported the City's claims and FEMA approval of the $10 million appeal is expected in early 2013.

Clark County, Indiana, FEMA Public Assistance Consulting, Severe Storms and Tornadoes, 2012 – A massive EF-4 tornado caused widespread damage across a 20 mile long path in Clark County, IN on March, 2nd 2012, generating an estimated 1.2 million cubic yards of debris and over $40 million in damage. Responding to the County and State Incident Command Centers just days after the storm, Mr. Thomas served as grant management consultant, participating in debris operations and long-term FEMA PA program administration including PW preparation and audit and close-out support.

City of Tuscaloosa, Alabama, FEMA Hazard Mitigation Grant Program Consulting, Severe Storms and Tornadoes, 2011 – The City of Tuscaloosa was struck by one of the most deadly tornado outbreaks in recent history in April, 2011. Mr. Thomas served as a grant management consultant, preparing applications for ten community safe rooms to be funded by the HMGP. The safe rooms will provide shelter to over 2,000 residents and City employees during future emergencies.

City of Daytona Beach, Florida, FEMA Public Assistance Consulting, Severe Storms and Flooding, 2009 – The City of Daytona Beach was struck by severe storms and record rainfall during May, 2009. Thousands of labor and equipment hours associated with emergency response efforts, as well as costs associated with permanent repairs were incurred. Mr. Thomas assisted the City in identifying eligible costs and preparing PWs for Categories A-E and provided support throughout project implementation and closeout preparation.

Port of Galveston, Texas, FEMA Public Assistance Consulting, Hurricane Ike, 2009-2011 – During Hurricane Ike, the Port of Galveston's infrastructure was inundated with floodwaters caused by record storm surge. While the Port experienced over $100 million of damages as a result of the storm, not all damages were evident immediately following the event. Mr. Thomas identified additional eligible projects and prepared small and large project PWs to provide the Port with additional FEMA PA funding as well as prepare for grant closeout.

Professional Training Courses

- FEMA IS-30: Mitigation eGrants System for the Subgrant Applicant
- FEMA IS-100a: Introduction to the Incident Command System
- FEMA IS-208a: State Disaster Management
- FEMA IS-230: Principles of Emergency Management
- FEMA IS-253: Coordinating Environmental and Historic Preservation Compliance
- FEMA IS-279: Retrofitting Flood Prone Residential Structures
- FEMA IS-393a: Introduction to Hazard Mitigation
- FEMA IS-630: Introduction to Public Assistance
- FEMA IS-631: Public Assistance Operations
- FEMA IS-632: Introduction to Debris Operations in FEMA's PA Program
- FEMA IS-634: Introduction to FEMA's Public Assistance Program
- FEMA IS-700a: National Incident Management System, An Introduction

Daniel M. Gardner

Vice President | Data Operations

FIRM

Thompson Consulting Services
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

EDUCATION

BSBA: Management Information Systems
MBA: Finance and Management

EXPERIENCE

10 years

PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FEMA Hazard Mitigation Grant Program (404 and 406)
- FEMA Severe Repetitive Loss Program
- CDBD Disaster Recovery
- CDBG Housing

Experience and Qualifications

Mr. Gardner has served a program manager and grant management consultant for multiple federally funded grant programs on projects totaling approximately $160 million. His extensive understanding of the eligibility requirements, regulations and policies across many federal grant programs allows clients to maximize disaster recovery and mitigation reimbursement. He provides oversight throughout grant and project implementation and is intimately familiar with such activities as application development, public outreach, environmental review, vendor procurement, project and process monitoring, fair housing and Davis Bacon compliance, project closeout and program audits.

Mr. Gardner has assisted clients obtain funding from multiple federally funded grant programs including the U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program, the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program and the FEMA Hazard Mitigation Grant Program (HMGP).

Project Experience

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 – Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Following the devastating impacts of the storm DTOP selected Thompson to perform debris monitoring services in three DTOP zones. Mr. Gardner served as Data Manager and is responsible for overseeing all daily ticket review, detailed road review and daily reporting. In addition, Mr. Gardner performs all contract review and invoice reconciliation.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 – Mr. Gardner served as the lead Data Manager overseeing Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously within the State. Mr. Gardner was responsible for all QA/QC activities as well as contractor invoice reconciliation. Thompson substantiated more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Hurricane Matthew, Data Management Operations, 2016 - 2017 – Mr. Gardner oversaw Thompson's data management operations, to include daily reporting, ticket/data review and invoice reconciliation for all projects activated as a result of Hurricane Mathew. Following the hurricane Thompson was activated in five (5) states and 23 unique clients simultaneously. Managing a team of data administrators, Mr. Gardner ensured each client received customized daily reporting within 24 hours of debris removal operations beginning. He also worked closely with eight (8) different debris contractors to review and reconcile debris removal invoices and provide payment recommendations to each client. Thompson provided debris monitoring and substantiation for more than 3.2M cubic yards of debris as a result of Hurricane Matthew.

South Carolina Department of Transportation, Severe Flooding Statewide Response, 2015 - 2016 – The SCDOT activated Thompson to provide debris removal monitoring services in 11 counties throughout the State following severe storms and flooding. Mr. Gardner served on the on-site project kickoff team and managed the data reporting and invoice reconciliation tasks throughout the projects. He oversaw the daily review of data and produced reports for the Counties including a daily summary, cost estimation and contractor summary.

Putnam, Fentress and Overton Counties, Tennessee, Sever Winter Storm, 2015 – Mr. Gardner served on the on-site project kickoff team and managed the data reporting and invoice reconciliation tasks throughout the projects. He oversaw the daily review of data and produced reports for the Counties including a daily summary, cost estimation and contractor summary.

Additionally, Mr. Gardner worked with the debris hauler to reconcile all project data for invoicing and provided payment recommendations to the Counties. All data was submitted to FEMA in a Project Worksheet ready package for immediate review and submission for reimbursement.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 – In February of 2014 Severe Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transpiration (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Gardner is managing the Thompson data management team responsible for validation and reporting of all project data. He is also responsible for data reconciliation and contractor invoicing. Thompson is scheduled to monitor, documents, and substantiate reimbursement for the removal of 2,000,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

City of Hoboken, NJ, Emergency Operations Planning, Debris Monitoring, and FEMA PA Consulting, Hurricane Sandy 2012- 2013 The City of Hoboken was severely impacted by Hurricane Sandy, experiencing widespread flooding throughout the majority of the City. Mr. Gardner assisted with the oversight and coordination of debris removal operations immediately following the hurricane, and served as the Senior Grant Consultant during preparation the City's FEMA Project Worksheets.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 – In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Gardner served on the Thompson financial team responsible for contract cost controls and FEMA Category A&B reimbursement for multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's data and financial management efforts authorized nearly a $1,000,000 of eligible contractor payments and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

City of Tuscaloosa, Alabama, Public Assistance and Long Term Recovery Grant Program, 2011 – The City of Tuscaloosa was impacted by multiple large and small tornadoes in April, 2011. The largest tornado flattened a one mile by six mile swath of the City causing an estimated $85M in damage. Critical infrastructure was damaged and hundreds of residents lost their homes and property during the event. Mr. Gardner aided the City secure federal funding across several grant programs including CDBG, to assist with the rebuilding of lost public housing while focusing on the goal of energy efficiency and sustainability.

City of Galveston, Texas, CDBG DR Round 1 and 2 Administration, 2009 - 2010 – The City of Galveston was the epicenter of Hurricane Ike's landfall in September 2008 and suffered massive damage as a result. As program manager, Mr. Gardner managed the administration of approximately $107 million in CDBG Disaster Recovery funding and assisted City staff coordinate all grant activities for infrastructure projects including a business economic recovery loan program and the reconstruction of the City's Main Wastewater Treatment Plant (estimated at $70 million). He was in charge of program design and oversight, as well as ensuring all day to day activities were carried out according to federal, state and local regulations.

Training and Certifications

- Homeland Security Exercise and Evaluation Program (HSEEP)
- FEMA IS-31: Mitigation eGrants System for the Grant Applicant
- FEMA IS-100a: Introduction to the Incident Command System
- FEMA IS-208a: State Disaster Management
- FEMA IS-230: Principles of Emergency Management
- FEMA IS-253: Coordinating Environmental and Historic Preservation Compliance
- FEMA IS-279: Retrofitting Flood Prone Residential Structures
- FEMA IS-386: Introduction to Residential Coastal Construction
- FEMA IS-559: Local Damage Assessment
- FEMA IS-631: Public Assistance Operations
- FEMA IS-632: Introduction to Debris Operations in FEMA's PA Program
- FEMA IS-634: Introduction to FEMA's Public Assistance Program
- FEMA IS-700a: National Incident Management System (NIMS) An Introduction
- FEMA IS-922: Applications of GIS for Emergency Management

Wesley Holden

Senior Vice President | ADMS Operations

FIRM

Thompson Consulting Services
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

EDUCATION

BS: Management Information Systems

EXPERIENCE

14 years

TECHNOLOGY EXPERTISE

- Enterprise Web, Accounting and Document Management Applications
- ASP.Net, VB.Net, C#, Javascript, HTML, Visual Studio, Source Control
- SQL Server, T-SQL, Stored Procedures, Index Tuning, Performance Management

Experience and Qualifications

Mr. Holden has fourteen years of experience providing data management and disaster recovery software application development for disaster response and recovery efforts throughout the United States for a broad range of local and state government clients.

Project Experience

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 – Mr. Holden oversaw Thompson's ADMS deployment during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously. Mr. Holden ensured all projects had the equipment and personnel necessary to perform monitoring operations utilizing Thompson's ADMS for all projects and programs. Thompson provided debris monitoring and substantiation for more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Hurricane Matthew, Disaster Recovery Operations, Multiple States, 2016 - 2017 – Mr. Holden oversaw Thompson's ADMS deployment in five (5) states and 23 unique clients simultaneously as a result of Hurricane Matthew. He assigned and managed a team of ADMS operators across all projects. This effort included the setup, distribution and management of more than 500 ADMS handheld and hip printer units which enable real-time data collection of debris monitoring operations. Overall, Thompson provided debris monitoring and substantiation for more than 3.2M cubic yards of debris as a result of Hurricane Matthew.

Chatham County, Georgia, Hurricane Matthew Recovery Operations, 2016 – 2017 Mr. Holden served the project manager for debris removal monitoring services on behalf of Chatham County following Hurricane Matthew. He worked closely with the County and the debris removal contractor to ensure right-of-way (ROW), hazardous tree and limb, and private property debris removal (PPDR) programs were performed efficiently and in accordance with federal and state regulations. Thompson substantiated the removal of over 1,400,000 cubic yards of vegetative debris.

South Carolina Department of Transportation, Severe Flooding, 2015 – Following severe statewide flooding in South Carolina, SCDOT contracted Thompson to provide debris removal monitoring services in 11 counties throughout the State. Mr. Holden provided oversight of the implementation of Thompson's automated debris management system (ADMS), the Thompson Data Management Suite, and our handheld field units, TDMS*mobile* across all projects throughout the State.

Mississippi Department of Transportation, Road Sign Tracking Analysis, 2015 – The Mississippi Department of Transportation (MDOT) contracted Thompson to conduct an analysis of current roadway sign shop operations, systems integration of roadway sign shop operations, field maintenance operations, data gathering, and creation of standard operating procedures of roadway sign creation and maintenance. Mr. Holden served as Project Manager and ensured project deliverables were completed and presented to MDOT stakeholders in accordance with the project task order.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 – Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transpiration (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal monitoring services. Mr. Holden provided oversight of the implementation of

Thompson's automated debris management system (ADMS), the Thompson Data Management Suite, and our handheld field units, TDMS*mobile*. Overall Thompson deployed 450 units to documents and substantiate reimbursement for the removal of an over 2,900,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees throughout the State.

Town of Babylon, New York, Hurricane Sandy Recovery Operations, 2012 -2013 – Following the devastating landfall of Hurricane Sandy, Mr. Holden provided oversight of the implementation of Thompson's automated debris management system (ADMS), TDMS*mobile*, which was utilized to track a number of different inventory metrics associated with the Town's debris removal program, including equipment deployed, trucks assigned to different work zones, debris types removed, debris collection locations, and recyclable material recovered.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 – In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Mr. Holden served on the Thompson financial team responsible for contract cost controls and FEMA Category A&B reimbursement for multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA. In all, Thompson's data and financial management efforts authorized nearly a $1,000,000 of eligible contractor payments and substantiated reimbursement for the removal of nearly 100,000 cubic yards of debris from roadways, canals, and beaches.

Clark County, Indiana, Tornado Recovery Operations, Data Management, 2012 – Mr. Holden managed a team tasked with supporting data entry, document scanning and data management to track and report debris removal operations for Clark County. He was also in charge of debris hauler invoice reconciliation and payment recommendations.

Calhoun County, AL, Tornado Recovery Operations, 2011 – Mr. Holden served as the County's project manager during the disaster debris removal monitoring efforts following the April 2011 tornadoes. He was in charge of overseeing collection operations for the County to ensure that all debris removal and monitoring was within federal regulations.

Alabama Tornadoes, Data Management, 2011 – Mr. Holden managed a data management operation responsible for scanning, inputting, mapping, tracking and reporting the quantities of debris removed and disposed by various contractors throughout the State of Alabama.

Texas, Hurricane Ike Data Management, 2008-2009 – Following Hurricane Ike, Mr. Holden managed a team tasked with supporting data entry, document scanning, and data management to track and report debris removal operations for multiple municipalities and counties throughout Texas. At the peak of the engagement, Mr. Holden was tasked with managing the scanning and entry of over 250,000 documents and images per day.

City of New Orleans, FEMA Funded Commercial and Residential Demolition Document Management, New Orleans, LA, 2007-2009 – Between 2007 and 2009, Mr. Holden helped design a software application to electronically store critical field documents that supported a multi-phase process for the identification, historical review, decommissioning, demolition, and disposal of over 1,500 residential and commercial structures located throughout the City of New Orleans.

Mississippi, Hurricane Katrina, Data Management 2005-2007 – Following the devastating impact that Hurricanes Katrina made on the Mississippi coast, Mr. Holden managed a data management operation responsible for inputting, tracking, and reporting the quantities of debris removed and disposed of by the United States Army Corps of Engineers contractors throughout the State of Mississippi.

Program Experience

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FEMA Hazard Mitigation Grant Program (404 and 406)

Nicole Lehman

Director of Client Services| Program Manager

FIRM

Thompson Consulting Services
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

EDUCATION

BA: Psychology and Spanish

EXPERIENCE

11 years

PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FHWA ER Program
- CDBG Disaster Recovery
- CDBG Housing

Experience and Qualifications

Ms. Lehman has eleven years of experience providing grant and program management support and oversight for disaster response and recovery efforts throughout the United States. Following Hurricane Ike, she managed multiple projects for Galveston County and the City of Galveston, the most heavily impacted communities by the storm.

Presenter: **National Hurricane Conference, 2013 – Debris Monitoring and Contracting Training Workshop**

Project Experience

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2019 – Ms. Lehman served as a program manager overseeing project operations for debris monitoring services in three DTOP designated zones. She was responsible for ensuring all projects were operating in accordance with federal, state and local requirements.

Fort Lauderdale, Hurricane Irma, 2017 – Ms. Lehman served as program manager for Fort Lauderdale's recovery efforts following Hurricane Irma. Thompson monitored the removal of over 600,000 cubic yards of vegetative and construction and demolition debris, as well as the removal of hazardous limbs from 13,000 trees and the complete removal of over 450 hazardous leaning trees. In addition, Thompson implemented a sand recovery and screening operation to return the displaced sand to the public beaches. She coordinated closely with the City and the debris removal contractors to implement and carry out debris removal programs.

City of Daytona Beach, Florida, Disaster Debris Management Plan Update, 2015 – Ms. Lehman led a planning team in the update of the City's Disaster Debris Management Plan. The update included ensuring the plan met new FEMA policy and procedure guidance as well as a review and update of the City's debris management roles and responsibilities and the debris collection and monitoring strategies.

Alabama Department of Transportation Southwest Region, Disaster Debris Management Plan, 2014 - 2015 – Ms. Lehman assisted in the development and preparation of a Disaster Debris Management Plan (DDMP) for the ALDOT Southwest Region. She worked closely with the Region to develop the debris collection and monitoring strategies included in the plan. In addition Ms. Lehman reviewed debris management site options throughout the Region.

South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014 – Ms. Lehman is currently serving as operations manager for the SCDOT debris removal monitoring mission in Georgetown County. She is in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County.

Georgetown County, South Carolina, Winter Storm Pax Recovery Operations, 2014 – Ms. Lehman is currently serving as operations manager for debris removal monitoring operations in Georgetown County. She is in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on County maintained roadways.

City of Hoboken, NJ, Emergency Operations Planning, Debris Monitoring, and FEMA PA Consulting, Hurricane Sandy 2012- 2013 The City of Hoboken was severely impacted by Hurricane Sandy, experiencing widespread flooding throughout the majority of the City. Ms. Lehman has served as the City's Project Manager for debris operations immediately following the hurricane, and PA Consultant in preparing the

City's FEMA Project Worksheets. Additionally, Ms. Lehman assisted in the preparation of the City's Emergency Operations Plan, to help prepare the City and all department personnel to respond during future disaster events.

Trinity Bay Conservation District, Texas, FEMA PA Project Worksheet Close-out and Audit Preparation, 2012 – Ms. Lehman served as Grant Management Specialist for the final reconciliation of expenditures to grant funds received for Hurricane Ike bridge and facility replacements. Ms. Lehman organized all supporting documentation for project worksheets and prepared projects for close-out and federal audit.

Louisiana and Mississippi, Hurricane Isaac Regional Response and Disaster Recovery, 2012 – In August 2012, Hurricane Isaac struck the Louisiana and Mississippi gulf coast with Category 1 strength winds and 24 hours of sustained rainfall. Ms. Lehman served on the Thompson debris program team responsible for mobilizing and deploying project staff and resources to multiple jurisdictions along coastal Mississippi and Louisiana, including Jackson and Hancock County, MS, and Terrebonne Parish and Denham Springs, LA.

Trinity Bay Conservation District, Texas, Disaster Debris Management Planning, 2012 – Ms. Lehman assisted in the development and preparation of a Disaster Debris Management Plan (DDMP) for the Trinity Bay Conservation District in Chambers County, Texas to ensure increased eligibility for federal PA cost-share in accordance with recent changes to FEMA's PA Pilot Program.

City of Tuscaloosa, Alabama, Severe Storms, Tornadoes, Straight-line Winds, and Flooding, 2011 – Ms. Lehman served as project manager for the City of Tuscaloosa, Alabama and ran the FEMA Public Assistance (PA) and assisted the City with the design and implementation of Housing Demolition Programs following the April 2011 tornadoes that devastated the City and caused an estimated $85M in damages.

City of Galveston, Texas, Community Development Block Grant (CDBG) Administration, 2011 – Ms. Lehman served as Financial Recovery Specialist for the administration of $106 million in Housing and Urban Development (HUD) non-housing CDBG funds for the City. At this capacity, Ms. Lehman coordinated with HUD, and the Texas Department of Rural Affairs and provided guidance to the City to ensure that the program was properly documented and administered in compliance with statutory regulations and program guidelines. In addition, Ms. Lehman assisted the City with the development of contracts, procurement documentation, and comparison of data for federal reimbursement.

Escambia County, Florida, BP Deepwater Horizon Oil Spill Response, 2010 – Ms. Lehman served as Program Manager of a program designed to minimize the impact that the BP oil spill made on Escambia County's (Pensacola area) beaches, waterways, and tourism. During this effort, over $1.5 million in claims for oil containment and public outreach were documented and substantiated. Ms. Lehman coordinated and documented the efforts of participating local, state, federal, and private to substantiate the BP claims.

City of Galveston, Texas, Standing Dead Tree Removal Program, Hurricane Ike, 2009-2010 – Following Hurricane Ike, Ms. Lehman monitored a contracted program to remove over 10,000 standing dead trees throughout the City that were killed as a result of saltwater inundation. The monitoring and documentation efforts substantiated over $3.5 Million in FEMA PA funding. In addition, Ms. Lehman worked with Galveston County to monitor and document over $62 million worth of debris removal programs including sand removal, vessel recovery, and private property debris removal.

Galveston County/Bolivar, Texas, ROW Debris Removal and Specialized PPDR Programs Following Hurricane Ike, 2008-2009 – Ms. Lehman served as the Project Manager for Galveston County, including the Bolivar Peninsula and eleven cities within the County following Hurricane Ike. Ms. Lehman oversaw disaster debris removal programs and assisted the County with planning and implementing specialized voluntary and involuntary PPDR programs under which debris, sand, vessels, and hazardous materials were removed from over 1500 private properties on the Bolivar Peninsula and mainland Galveston County.

Training and Certifications

- HAZWOPER 40 hour certification
- OSHA 30 hour certification
- ISO 9000
- Applying for Federal Grants and Cooperative Agreements Certificate
- Managing Federal Grants and Cooperative Agreements for Recipients Certificate
- FEMA IS 700.a – National Incident Management System (NIMS) An Introduction

Patrick Gardner

GIS Manager

FIRM

Thompson Consulting Services

1135 Townpark Avenue, Suite 2101

Lake Mary, FL 32746

EDUCATION

BS: Marine Science

MS: Fisheries and Aquatic Sciences

EXPERIENCE

4 years

PROGRAM EXPERIENCE

- FEMA Public Assistance (Categories A-B)

Experience and Qualifications

Mr. Gardner brings GIS and data management experience from the State University System of Florida. He oversaw data collection and processing for state and federally funded research projects. During this time, he worked both locally and internationally to complete grant deliverables. These deliverables included the creation of publication quality maps and figures which communicated complex spatial data into clear and coherent representations. Most recently, Mr. Gardner assists with data management, invoice reconciliation, and GIS analysis.

Disaster Project Experience

Hurricane Michael, Disaster Recovery Operations, Florida and Georgia, - 2018 – Mr. Gardner provided GIS and data management services during Thompson's mobilization in response to Hurricane Michael which included over 12 contract activations. Mr. Gardner coordinated will each community to establish eligible roadway maps and was responsible for mapping data points through GIS and providing support to the QA/QC team.

Hurricane Florence, Disaster Recovery Operations, North Carolina, 2018 – Mr. Gardner provided GIS support for all of Thompson's projects following Hurricane Florence, including the NCDOT, Carteret and Cumberland Counties and the City of Jacksonville. Mr. Gardner also provided geospatial analysis utilizing Thompson's drone capabilities to measure and substantiate disaster debris piles.

Hurricane Irma, Disaster Recovery Operations, State of Florida, 2017 - 2018 – Mr. Gardner provided GIS and data management services during Thompson's state-wide mobilization in response to Hurricane Irma. Thompson conducted debris removal monitoring operations on behalf of 45 unique clients simultaneously within the State. Mr. Gardner was responsible for mapping data points through GIS and providing support to the QA/QC team. Thompson substantiated more than 11.6M cubic yards of debris as a result of Hurricane Irma.

Sevier County, Tennessee, Chimney Tops 2 Wildfire, 2016 - 2018 – Mr. Gardner served as the onsite project manager overseeing debris monitoring services for right-of-way tree removal of standing dead trees as a result of the 2016 wildfires which burned over 17,000 acres and destroyed more than 2,400 properties. In addition, Mr. Gardner administered the private property debris removal program established to eliminate hazardous conditions located on private property.

Dare County and included municipalities, North Carolina, Hurricane Matthew, 2016 - Dare County activated Thompson to provide debris removal monitoring services to the county and local municipalities following Hurricane Matthew. Mr. Gardner assisted with data management and invoice reconciliation.

South Carolina Department of Transportation, Severe Flooding Statewide Response, 2015 - 2016 – The SCDOT activated Thompson to provide debris removal monitoring services in 11 counties throughout the State following severe storms and flooding. Mr. Gardner assisted with data reporting and invoice reconciliation tasks throughout the projects.

Putnam, Fentress and Overton Counties, Tennessee, Sever Winter Storm, 2015 – Mr. Gardner assisted with data reporting and invoice reconciliation tasks throughout the projects. He oversaw the daily review of data for the Counties. All data was submitted to FEMA in a Project Worksheet ready package for immediate review and submission for reimbursement.

South Carolina, Winter Storm Pax Regional Response and Disaster Recovery, 2014 – In February of 2014, Severe Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by the South Carolina Department of Transpiration (SCDOT), Georgetown, Marion, Williamsburg, Aiken and Allendale Counties to provide debris removal

monitoring services. Mr. Gardner assisted with the data management and invoice reconciliation. Thompson monitored and substantiated reimbursement for the removal of approximately 2,000,000 cubic yards of debris and the removal of 400,000 hazardous limbs and trees.

Brevard County, FL, Hurricane Sandy Beach Renourishment, 2013 - 2014 – Federal funding following Hurricane Sandy provided funding for Beach renourishment on Florida's east coast. While working for Land and Sea Surveying Concepts Inc., Mr. Gardner acted as surveying technician using real-time kinematic GPS to produce 1000 m beach elevation transects before and after sand renourishmnet.

Environmental Project Experience

Exploration, Habitat Characterization, and Coral Health Assessment in Flower Garden Banks National Marine Sanctuary, 2015 -2016 – Mr. Gardner served as a Research Coordinator at Harbor Branch Oceanographic Institute at Florida Atlantic University. While assisting with this project in the lab, Mr. Gardner used transect photos to characterize habitat on shallow and mesophotic reefs. Field collections included technical diving to 170 fsw collect live coral tissue for RNA sequencing analyses.

Development of Fisheries Independent, Habitat-Based indices of Abundance for Pre-Reproductive Gag Grouper in the Northeastern Gulf of Mexico, 2013 - 2015 – As a research assistant Mr. Gardner performed counts of gag grouper on artificial reefs using closed-circuit rebreathers. He interpreted and classified side scan SONAR data, constructed sampling regimes, validated and analyzed data for use by resource managers, and created publication quality maps in ArcGIS.

Impact of invertebrate grazers on freshwater algae in Kings Bay, FL, 2013 - 2015 – As a research assistant, Mr. Gardner conducted fieldwork collecting freshwater invertebrate grazers and implemented lab studies to determine grazing rates on freshwater algae.

Reproductive Biology of Invasive Lionfish (*Pterois volitans/miles* complex) from Little Cayman Island, 2013 - 2014 – Mr. Gardner developed, implemented, and published results determining spawning seasonality, frequency and batch fecundity of invasive lionfish. This project was completed in fulfillment of his master's degree at the University of Florida. (Peer reviewed publication: Gardner PG, Frazer TK, Jacoby CA, Yanong RPE. 2015. Reproductive biology of invasive Lionfish (*Pterois volitans*) from Little Cayman. Frontiers in Marine Science 2:7).

Assessing Organic Soil Amendments in Saltwater Marsh Restoration, 2007 - 2009 – While a student at Eckerd College, Mr. Gardner served as a research assistant working in the field to collect plant biomass, invertebrate, and water samples. In the lab, he performed sulfide analysis, prepared plant biomass for nitrogen analysis, and composed a research paper on the effects of sulfides on wetland plants. In a supervisory role, he trained volunteers and intern for various project tasks.

Training and Certifications

- Federal Aviation Administration Certified Remote Pilot for Small Unmanned Aircraft Systems
- U.S. Environmental Protection Agency Scientific Diver
- NAUI SCUBA Instructor
- Department of the Interior Motorboat Operations Certification Course
- First Aid, CPR, Oxygen Delivery, and Blood Bourne Pathogens
- GIS applications for Natural Resource Management, Florida Sea Grant

Gary Brooks

Project / Operations Manager

FIRM

Thompson Consulting Services
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

MILITARY EXPERIENCE

United States Marine Corps

EXPERIENCE

14 years

PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B)
- FHWA ER Program

Experience and Qualifications

Mr. Brooks has fourteen years of experience managing debris monitoring operations throughout the United States. In additional to Right-of-Way (ROW) debris monitoring programs, Mr. Brooks has worked extensively on large scale debris reduction sites, including a temporary site in Pensacola Florida that reduced over 1,000,000 cubic yards of Construction and Demolition debris following Hurricane Ivan. Mr. Brooks also has extensive experience Leaner, Hanger, and Stump Removal, Vessel Recovery and Waterways Debris Removal monitoring programs.

Project Experience

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 – Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Mr. Brooks served as the operations manager overseeing day-to-day debris removal monitoring operations from the North DTOP Zone.

Solid Waste Authority of Palm Beach County (SWA), Hurricane Irma, 2017 - 2018 – Mr. Brooks served as the project manager to coordinate debris monitoring and disposal operations throughout the county, this included performing monitoring services for 18 communities within the County and documenting all disposal loads brought to the SWA's landfills. Over all Thompson provided the substantiation for more than 3M cubic yards of debris as a result of Hurricane Irma.

South Carolina Department of Transportation, Hurricane Matthew Recovery Operations, 2016 – 2017 – Mr. Brooks served as project manager for debris removal monitoring services on behalf of SCDOT following Hurricane Matthew. Mr. Brooks oversaw debris monitoring operations in seven counties, including Colleton, Darlington, Florence, Horry, Orangeburg, Sumter and Williamsburg. These operations substantiated the removal of over 956,000 cubic yards of vegetative debris.

South Carolina Department of Transportation, Lexington and Richland Counties, South Carolina, Severe Flooding Recovery Operations, 2015 – Mr. Brooks served as operations manager for debris removal monitoring in Lexington and Richland Counties on behalf of SCDOT following a severe flooding event. He oversaw day-to-day operations for right-of-way collection on SCDOT maintained roadways throughout the Counties.

Putnam County, Tennessee, Severe Winter Storm Recovery Operations, 2015 – Mr. Brooks served as the operations manager overseeing day-to-day debris removal monitoring operations throughout Putnam County. The County is performing both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on County maintained roadways.

South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014 – Mr. Brooks served as the operations manager for the SCDOT debris removal monitoring mission in Williamsburg County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County.

Williamsburg County, South Carolina, Winter Storm Pax Recovery Operations, 2014 – Mr. Brooks served as the operations manager for debris removal monitoring operations in Williamsburg County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners, hangers on County maintained roadways.

Iberville Parish, Louisiana, Hurricane Isaac Recovery, Waterway Debris Removal Monitoring, 2013 – Mr. Brooks served as operations manager and field supervisor overseeing the debris removal monitoring effort in various Parish waterways. The debris

congestion in the waterways was remaining from the impacts of Hurricane Isaac.

Alabama State Port Authority, Hurricane Isaac Recovery, Wetland Debris Removal Monitoring, 2013 – Mr. Brooks served as operations manager and field supervisor overseeing the debris removal monitoring effort in the ASPA Arlington Park wetlands in Mobile, AL. Debris impacting the 27-acre wetlands consisted of an up to four foot thick layer of logs and wood debris carried into the park by the storm surge in late August 2012. The FEMA-funded debris program involved specialized, low-impact debris removal techniques in accordance with the United States Corps of Engineers permit. A total of 771 cubic yards of debris was successfully removed, allowing for the recovery of the wetlands.

Denham Springs, Louisiana, Hurricane Isaac Recovery Operations, 2012 – Mr. Brooks served as an operations manager for debris removal monitoring efforts on behalf of Denham Springs following the landfall of Hurricane Irene. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance and debris removal operations and right-of-way collection of over 9,300 CY of vegetative and construction and demolition (C&D) debris throughout the affected areas.

Clark County, Indiana, Tornado Recovery Operations, 2012 – Mr. Brooks served as an operations manager for debris removal efforts following the devastating February severe weather incident which swept through the County and surrounding areas. He was in charge of overseeing day-to-day operations for all monitoring staff throughout the County.

City of Portsmouth, Virginia, Hurricane Irene Recovery Operations, 2011 – Mr. Brooks served as field supervisor overseeing disaster debris removal operations for the City of Portsmouth, VA following Hurricane Irene. The recovery efforts included the collection and removal of over 50,000 cubic yards of debris from the City.

Alabama Department of Conservation and Natural Resources, Tornado Debris Removal Monitoring, 2011– The devastating tornados in the spring of 2011 ripped through the State of Alabama and ravaged two of the state parks. Mr. Brooks served as the parks field supervisor to oversee field monitors tasked to monitor the removal and reduction of thousands of damaged trees in compliance with FEMA 325 and 327 guidelines.

City of Baytown, Texas, Hurricane Debris Removal Monitoring, 2008 – In 2008, Mr. Brooks served as the field project manager on the City of Baytown debris monitoring effort. Mr. Brook's monitoring team oversaw, monitored, and documented the removal of over 1,000,000 cubic yards of storm debris by two prime contractors. Mr. Brooks also coordinated with the City, State, and FEMA to monitor the removal of derelict vessels displaced by the Hurricane Ike storm surge onto public property.

Town of Amherst, New York, Snow Storm Debris Removal Monitoring , 2006 – Following an unusual snow storm that collapsed the pre-fall vegetative canopy in Western New York in 2006, Mr. Brooks served as a field operations supervisor for the Town of Amherst's debris removal monitoring program. The effort monitored, documented, and secured FEMA funding for the removal of over 900,000 cubic yards of vegetative storm debris as well as damaged trees, and hanging limbs from the Town's Right-of-Way.

Escambia County, Florida, Hurricane Debris Disposal Monitoring, 2004– Following the devastating impact that Hurricane Ivan made on Escambia County, Mr. Brooks served as the Debris Management Site (DMS) manager for Bronson Field, a former U.S. Military base that served as the largest DMS to support Escambia County's debris removal program. County-wide, 3 prime contractors removed nearly 8,000,000 cubic yards of vegetative and construction and demolition debris, nearly 30% of which was processed and reduced at Bronson Field.

Ted Sowinski

Field Operations Manager

FIRM

Thompson Consulting Services
1135 Townpark Avenue
Suite 2101
Lake Mary, FL 32746

MILITARY EXPERIENCE

United States Air Force

EXPERIENCE

12 years

PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FHWA ER Program

Experience and Qualifications

Mr. Sowinski has over 12 years of experience managing debris monitoring and data management operations throughout the United States following some of the largest debris generating natural disasters in recent history. In addition to right-of-way (ROW) debris monitoring programs, Mr. Sowinski has worked extensively on hazardous leaner, hanger, and stump removal programs. Mr. Sowinski also has extensive knowledge in ADMS hardware, software, and communications infrastructure and has overseen day-to-day ADMS project operations and reporting in recent activations.

Project Experience

City of Beaumont, Texas, Tropical Storm Imelda Recovery Operations, 2019 – Mr. Sowinski recently served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of Beaumont following Tropical Storm Imelda. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on City maintained roadways.

Jackson County, Florida, Hurricane Michael, 2018 - 2019 – Mr. Sowinski served as the field supervisor overseeing debris removal monitoring efforts on behalf of the County. He assisted in daily field operations for all monitoring programs including right-of-way (ROW) debris removal and leaner, hanger, and stump removal. To date over 122,000 cubic yards of debris have been collected throughout the County.

Carteret County, North Carolina, Hurricane Florence Recovery Operations, 2018 - 2019 – Mr. Sowinski served as the field supervisor overseeing debris removal monitoring efforts on behalf of the County. The County performed hazardous tree and limb removal as well as right-of-way (ROW) collection programs on County maintained roadways. Thompson documented the removal of over 1.5 million cubic yards of debris.

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 – Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Mr. Sowinski served as the operations manager overseeing day-to-day debris removal monitoring operations from the West DTOP Zone.

Lee County, Florida, Hurricane Irma Recovery Operations, 2017 - 2018 – Mr. Sowinski served as the field supervisor overseeing debris removal monitoring efforts on behalf of the County. The County performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on County maintained roadways. Overall, Thompson substantiated more than 2.4 million cubic yards of vegetative debris.

Glades County, Florida, Hurricane Irma Recovery Operations, 2017 - 2018 – Mr. Sowinski served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the County following Hurricane Irma. The County performed hazardous tree and limb removal as well as right-of-way (ROW) collection programs on County maintained roadways. Thompson documented the removal of 40,827 cubic yards of debris.

City of Bonita Springs, Florida, Hurricane Irma Recovery Operations, 2017 - 2018 – Mr. Sowinski served as the operations manager overseeing day-to-day debris removal monitoring operations throughout Bonita Springs. The City performed hazardous tree and limb removal, right-of-way (ROW) collection programs on City maintained roadways, and provided environmental support services. Overall, 536,487 cubic yards of debris was documented

Newton County, Texas, Hurricane Harvey Recovery, 2017 - 2018 – Mr. Sowinski served as project operations manager for debris removal monitoring services on behalf of Newton County following Hurricane Harvey. Mr. Sowinski oversaw day-to-day operations of the extensive right-of-way (ROW) and disposal site monitoring. Thompson substantiated the removal of 8,859 yards of vegetative debris from the County.

City of Beaumont, Texas, Hurricane Harvey Recovery, 2017 - 2019 – Mr. Sowinski served as project operations manager for debris removal monitoring services on behalf of the City of Beaumont following Hurricane Harvey. Mr. Sowinski oversaw day-to-day operations of the extensive right-of-way (ROW) of City maintained roadways and disposal site monitoring. Overall, Thompson substantiated the removal of 70,857 yards of vegetative debris.

South Carolina Department of Transportation (SCDOT), Hurricane Matthew Recovery Operations, 2016 - 2017 – Mr. Sowinski served as operations manager for the SCDOT debris removal monitoring mission in Orangeburg County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout Orangeburg County.

Training and Certifications

- LADOTD Traffic Control Supervisor Certification

Raul Cardenas

Project / Operations Manager

FIRM

Thompson Consulting Services
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

EXPERIENCE

13 years

PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FHWA ER Program

Experience and Qualifications

Mr. Cardenas has thirteen years of experience supporting and managing debris monitoring operations throughout the United States. He has worked extensively on private property debris removal programs as well as, right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal programs in some of the largest areas impacted by debris generating events in the last decade.

Project Experience

Aransas County, Texas, Hurricane Harvey Recovery Operations, 2017 – 2018 - Mr. Cardenas served as project operations manager for debris removal monitoring services on behalf of Aransas County following Hurricane Harvey. Mr. Cardenas oversaw day-to-day operations of the extensive right-of-way (ROW), parks, and private property debris removal (PPDR) programs. Thompson substantiated the removal of over 2.8 million cubic yards of vegetative debris.

Chatham County, Georgia, Hurricane Matthew Recovery Operations, 2016 – 2017 - Mr. Cardenas served as senior operations manager for debris removal monitoring services on behalf of Chatham County following Hurricane Matthew. Mr. Cardenas oversaw day-to-day operations of the extensive right-of-way (ROW), hazardous tree and limb, and private property debris removal (PPDR) programs. Thompson substantiated the removal of over 1,400,000 cubic yards of vegetative debris.

City/Parish of East Baton Rouge, Louisiana, Severe Flooding, ROW and PPDR Program Management, 2016 - 2017 – Mr. Cardenas served as a senior field supervisor for debris removal monitoring efforts on behalf of the City/Parish. He assisted in daily field operations for all monitoring programs including right-of-way (ROW) debris removal and an extended ROW Private Property Debris Removal (PPDR) program. To date over 1.8 million cubic yard of construction and demolition debris have been collected and more than 1,450 applicants participated in the extended ROW PPDR program.

South Carolina Department of Transportation, Dorchester and Berkeley Counties, South Carolina, Severe Flooding Recovery, 2015 – Mr. Cardenas served as operations manager for debris removal monitoring in Dorchester and Berkeley Counties on behalf of SCDOT following a severe flooding event. He oversaw day-to-day operations for right-of-way collection on SCDOT maintained roadways throughout the Counties.

South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014 – Mr. Cardenas served as the operations manager for the SCDOT debris removal monitoring mission in Marion County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County. County-wide, nearly 500,000 cubic yards of vegetative debris was collected, temporarily disposed, and burned. In addition, nearly 45,500 hazardous trees were addressed.

Marion County, South Carolina, Winter Storm Pax Recovery Operations, 2014 – Mr. Cardenas served as the operations manager for debris removal monitoring operations in Marion County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners, hangers on County maintained roadways.

Virginia Department of Transportation (VDOT), Hurricane Irene Recovery Operations, 2011 – Mr. Cardenas served as field supervisor overseeing disaster debris removal operations in the Richmond and Fredericksburg VDOT Districts which included six different residencies across the eastern part of state. The recovery efforts included the collection and removal of over 450,000 cubic yards of debris.

MEMA, Hurricane Deployment, Hurricane Katrina, 2005-2007 – Mr. Cardenas worked as part of a disaster recovery team contracted by MEMA following Hurricane Katrina. The team was responsible for conducting damage assessments, reviewing Right-off-

Way collection and disposal operations and the permitting of temporary debris sites. In addition, Mr. Cardenas would review leaner and hanger debris removal programs, private property debris removal programs, and other specialized debris removal programs performed by local governments and the United States Army Corps of Engineers to closely monitor compliance, eligibility, and proper documentation.

South Florida, Hurricane Deployment, Hurricanes Charley, Frances and Jeanne, 2004-2005 – Mr. Cardenas was a part of a response team to provide immediate on-site assistance and a wide range of disaster recovery management and storm debris clean-up monitoring services to aid multiple South Florida communities in making a quick recovery. Mr. Cardenas was assigned to multiple municipalities in Broward County, where he oversaw collection and disposal operations performed at County Debris Management Sites. In addition, Mr. Cardenas provided Quality Assurance/Quality control over municipal debris being disposed of and reduced at County Temporary Debris Management Sites.

Training and Certifications

- OSHA 29 CFR 1910.120 40-Hour HAZWOPER Training
- OSHA 29 CFR 1910.120 8-Hour Refresher Trainings
- National Safety Council Defensive Driving Training
- TSCA Title II 24-Hour Asbestos Inspection and Assessment Training
- FEMA IS 700a. – National Incident Management System, An Introduction

Thomas "Tommy" Dorsey

Field Operations Manager / Supervisor

FIRM

Thompson Consulting Services
1135 Townpark Avenue
Suite 2101
Lake Mary, FL 32746

EDUCATION

BS: Emergency Management (In Progress)
Manager of Environmental Safety and Health (MESH)

EXPERIENCE

8 years

PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B)
- FHWA ER Program

Experience and Qualifications

Mr. Dorsey has eight years of experience managing debris monitoring and data management operations throughout the Southeast following some of the largest debris generating natural disaster in recent history. In additional to Right-of-Way (ROW) debris monitoring programs, Mr. Dorsey has worked extensively on Hazardous Leaner, Hanger, and Stump Removal programs. Mr. Dorsey has extensive knowledge in ADMS hardware, software, and communications infrastructure and has overseen day-to-day ADMS project operations and reporting in recent activations.

Mr. Dorsey also completed 40-Hour HAZWOPER – OSHA, 30-Hour OSHA Safety for the Construction Industry courses and over 50 FEMA EMI Courses.

Project Experience

City of Palm Bay, Florida, Hurricane Irma Recovery Operations, 2017 – Mr. Dorsey served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of Palm Bay following the devastating impacts of Hurricane Irma. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on City maintained roadways. Thompson documented the removal of over 253,867 cubic yards of debris.

City of Stuart, Florida, Hurricane Irma Recovery Operations, 2017 – Mr. Dorsey served as the operations manager overseeing debris removal monitoring operations throughout the City of Stuart. Thought the efficiencies managed by Mr. Dorsey, the City was able to complete debris removal operations in less than 30 days.

City of Vero Beach, Florida, Hurricane Matthew Recovery Operations, 2016 – Mr. Dorsey served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of Vero Beach. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on City maintained roadways.

South Carolina Department of Transportation, Orangeburg, Bamberg and Clarendon Counties, South Carolina, Severe Flooding Recovery Operations, 2015 – Mr. Dorsey served as operations manager and field supervisor for debris removal monitoring in multiple counties on behalf of SCDOT following a severe flooding event. He oversaw day-to-day operations for right-of-way collection on SCDOT maintained roadways throughout the Counties.

Putnam County, Tennessee, Severe Winter Storm Recovery Operations, 2015 – Mr. Dorsey served as the field supervisor supporting daily debris removal monitoring operations throughout Putnam County. He was also responsible for managing and supporting debris removal monitors in the field. The County performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs.

Aiken County, South Carolina Winter Storm Pax Response and Disaster Recovery, 2014 – In February of 2014 Severe Winter Storm Pax impacted the State of South Carolina covering various regions of the State in up to 1.5" of ice which generated widespread vegetative disaster debris. Thompson was activated by Aiken County to provide debris removal monitoring services. Mr. Dorsey served as the Operations Manager responsible for overseeing all of the Counties debris removal monitoring programs. The County performed ROW debris removal, hazardous trees and limb removal, and a waterway debris removal program throughout the historic Horse Creek Trail. Overall more than 1,400,000 cubic yards of debris was substantiated by Thompson in Aiken County.

Jefferson Parish, LA, Hurricane Recovery Operations 2012 – Mr. Dorsey served as an operations manager for debris removal monitoring efforts on behalf of Jefferson Parish following the landfall of Hurricane Isaac. He was in charge of overseeing day-to-day operations monitoring projects including truck certification, monitor training, emergency road clearance and debris removal operations and right-of-way collection.

Training and Certifications

- HAZWOPER Supervisor - OSHA
- 40-Hour HAZWOPER - OSHA
- 30-Hour OSHA Safety for the Construction Industry
- Over 50 FEMA EMI Courses

Connie Stewart

Field Operations Supervisor

FIRM

Thompson Consulting Services
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

EXPERIENCE

10 years

PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FHWA ER Program

Experience and Qualifications

Ms. Stewart has thirteen years of experience supporting and managing debris monitoring operations throughout the United States. She has worked extensively on private property debris removal programs as well as, right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal programs in some of the largest areas impacted by debris generating events in the last decade.

Project Experience

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 – Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Ms. Stewart served as the project coordinator overseeing day-to-day personnel management for various debris programs.

Lee County, Florida, Hurricane Irma Recovery, 2017 - 2018 – Ms. Stewart served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the Lee County, including the City of Fort Myers and the Town of Fort Myers Beach. The County performed both hazardous tree and limb removal, right-of-way (ROW) and waterway collection programs on County maintained roadways/waterways. Overall, Thompson substantiated more than 2.4 million cubic yards of vegetative debris.

City of Ormond Beach, Florida, Hurricane Matthew Recovery Operations, 2016 - 2017 – Ms. Stewart served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of Ormond Beach following Hurricane Matthew. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on City maintained roadways.

Sumter County and City of Sumter, SC, Winter Storm Pax, 2014 Ms. Stewart served as a project manager and oversaw debris removal monitoring project operations from project inception to closing the local field office. Duties also included hiring, training and managing field supervisors and field monitors.

New York Department of Transportation, Hurricane Sandy, 2012 – 2013, Ms. Stewart served as a project data manager and disposal site supervisor. Her responsibilities included overseeing a crew of oil recovery technicians along the shoreline and barrier islands of the Mississippi coast line.

US Army Corp of Engineers, New Orleans, LA, Levee Restoration, 2010- 2011 Ms. Stewart operated heavy equipment, including trackhoes, dozers and off road dump trucks in removing and stockpiling clay for the USACE Levee Restoration Mission. In addition, Ms. Stewart served as the site Safety Officer.

Decon Facility, Pascagoula, MS, BP Deep-water Horizon Oil Spill Response, 2010 – Ms. Stewart served as a project manager overseeing a crew of oil recovery technicians along the shoreline and barrier islands of the Mississippi coast line.

Galveston County, TX, Hurricane Debris Removal Monitoring, 2008 – In 2008, Ms. Stewart served as a field operation manager for the Galveston County debris monitoring effort. Ms. Stewart managed a field team responsible for monitoring the removal of debris from the Bolivar Peninsula off of Galveston County.

St. Landry Parish, LA, Hurricane Debris Removal Monitoring, 2008 –Ms. Stewart served as a field operation manager for St. Landry Parish following Hurricane Gustav. Ms. Stewart was responsible for the hiring, training and management of field debris monitors overseeing right of way and leaner and hanger debris removal programs.

Norman, Oklahoma, Ice Storm Deployment, 2007 - 2008 – Following a crippling ice storm in Norman, Oklahoma in 2008, Ms. Stewart served as a field supervisor overseeing daily activates of a group of debris removal monitors and ensuring project compliance.

Monroe County, Florida, Hurricane Wilma, Waterway Debris Removal 2006 – Ms. Stewart was responsible for hiring, training and managing field monitors to document waterway debris removal and derelict vessel removal programs throughout the Florida Keys. In addition Ms. Stewart performed canal surveys identifying debris posing potential navigational hazards.

City of Gulfport, MS, Hurricane Katrina, 2005-2006 – Ms. Stewart was responsible for hiring, training and managing field monitors to document a variety of debris removal programs including, right of way, salt water kill tree removal, private property debris removal, hazardous leaning tree and hanging limb removal, and abandoned storm damaged car and boat removal. She also oversaw a special program to provide temporary fencing around swimming pools.

Training and Certifications

- FEMA Emergency Management Institute
  - Professional Development Series (consists of 7 different courses)
  - IS-00005.A An Introduction to Hazardous Materials
  - IS-00100.B Introduction to Incident Command System ICS-100
  - IS-00340 Hazardous Materials Prevention
  - IS-631 Public Assistance Operations 1
  - IS-00632.A Introduction to Debris Operations
  - IS-00634 Introduction to FEMA's Public Assistance Program
  - IS-00700.A National Incident Management System (NIMS) An Introduction
  - IS-00703.A NIMS Resource Management
  - IS-00704 NIMS Communications and Information Management
  - IS-00800.B Nation Response Framework, An Introduction
  - IS-00805 Emergency Support Function (ESF)#5 Emergency Management
  - IS-00810 Emergency Support Function (ESF)#10 Oil and Hazardous Materials Response
- OSHA Certifications
  - 16 Hour OSHA Course # 7600 Disaster Site Worker
  - 40 Hour HAZWOPER + 8hr refresher to stay current
  - 10 Hour OSHA Construction Safety and Health
  - 30 Hour OSHA Construction Safety and Health
  - OSHA 510 – Construction Safety and Health
  - OSHA 500 – Authorized Construction Safety and Health Instructor
- TWIC Card
- Class D CDL

Jeff Hollis

Field Operations Supervisor

FIRM

Thompson Consulting Services
1135 Townpark Avenue, Suite 2101
Lake Mary, FL 32746

EXPERIENCE

13 years

PROGRAM EXPERIENCE

- FEMA Public Assistance Emergency Work (Categories A-B) and Permanent Work (Categories C-G)
- FHWA ER Program

Experience and Qualifications

Mr. Hollis has thirteen years of experience supporting and managing debris monitoring operations throughout the United States. He has worked extensively on private property debris removal programs as well as, right-of-way (ROW) debris monitoring, and leaner, hanger, and stump removal programs in some of the largest areas impacted by debris generating events in the last decade.

Project Experience

Puerto Rico Department of Transportation and Public Works (DTOP), Hurricane Maria, 2017 - 2018 – Hurricane Maria is regarded as the worst natural disaster on record to impact Puerto Rico. Mr. Hollis served as the operations manager overseeing day-to-day debris removal monitoring operations from the South DTOP Zone.

City of Santa Fe, Texas, Hurricane Harvey Recovery, 2017 - 2018 – Mr. Hollis served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of Santa Fe. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on County maintained roadways.

City of St. Augustine, Florida, Hurricane Matthew Recovery Operations, 2016 - 2017 – Mr. Hollis recently served as the operations manager overseeing day-to-day debris removal monitoring operations throughout the City of St. Augustine following Hurricane Matthew. The City performed both hazardous tree and limb removal as well as right-of-way (ROW) collection programs on City maintained roadways. Thompson documented over 83,000 cubic yards of vegetative debris.

Lumberton, North Carolina, Hurricane Matthew, 2016 – 2017 - Mr. Hollis served as operations manager for debris removal monitoring in Lumberton County, NC following Hurricane Matthew. He oversaw day-to-day operations including up to 35 debris removal monitors ADMS units for right-of-way collection on County maintained roadways. Overall, Thompson substantiated more than 26,000 cubic yards of vegetative debris.

City/Parish of East Baton Rouge, Louisiana, Severe Flooding, ROW and PPDR Program Management, 2016 - 2017 – Mr. Hollis served as a senior field supervisor for debris removal monitoring efforts on behalf of the City/Parish. He assisted in daily field operations for all monitoring programs including right-of-way (ROW) debris removal and an extended ROW Private Property Debris Removal (PPDR) program. To date over 1.8 million cubic yard of construction and demolition debris have been collected and more than 1,450 applicants participated in the extended ROW PPDR program.

South Carolina Department of Transportation, Horry and Georgetown Counties, South Carolina, Severe Flooding Recovery Operations, 2015 – Mr. Hollis served as operations manager for debris removal monitoring in Horry and Georgetown Counties on behalf of SCDOT following a severe flooding event. He oversaw day-to-day operations for right-of-way collection on SCDOT maintained roadways throughout the Counties.

Allendale County, South Carolina, Winter Storm Pax Recovery Operations, 2014 – Mr. Hollis served as the operations manager for debris removal monitoring operations in Allendale County following Winter Storm Pax. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners, hangers on County maintained roadways. County-wide, nearly 30,000 cubic yards of vegetative debris was collected, temporarily disposed, and burned. In addition, over 6,000 hazardous trees were addressed.

South Carolina Department of Transportation (SCDOT), Winter Storm Pax Recovery Operations, 2014 – Mr. Hollis served as operations manager for the SCDOT debris removal monitoring mission in Dillon County. He was in charge of overseeing day-to-day operations for all monitoring projects including emergency road clearance, right-of-way collection, and removal of hazardous leaners and hangers on SCDOT maintained roadways throughout the County. County-wide, nearly 200,000 cubic yards of vegetative debris was collected, temporarily disposed, and burned.

Harris County, TX, Hurricane Debris Removal Monitoring, 2008 – In 2008, Mr. Hollis served as a field operation manager for the Harris County debris monitoring effort. Mr. Hollis managed a field team responsible for monitoring the removal of over 2,500,000 cubic yards of debris.

City of New Orleans, Louisiana, Demolition Field Manager, 2007-2008 – Mr. Hollis served as a demolition field manager on the City of New Orleans residential demolition program in 2007 and 2008. Mr. Hollis was responsible for ensuring that each FEMA eligible property had been properly condemned, posted, and decommissioned prior to being demolished. In addition, Mr. Hollis was responsible for ensuring that properties containing Asbestos Containing Materials (ACM) were properly demolished and disposed of at Type I Disposal facilities.

St. Landry Parish, Louisiana, Hurricane Gustav, 2008 – Following the devastating impact that Hurricane Gustav, Mr. Hollis served as the field project manager for the Parish's debris removal monitoring program. Mr. Hollis's field team monitored and documented the removal of eligible storm debris and worked with the Parish, State, and FEMA to address many unique challenges. Parish-wide, nearly 225,000 cubic yards of vegetative and construction and demolition debris was collected.

Escambia County, Florida, Hurricane Debris Disposal Monitoring, 2004 – Mr. Hollis served a field supervisor responsible for overseeing field monitors and ensuring only eligible debris was collected. County-wide, nearly 8,000,000 cubic yards of vegetative and construction and demolition debris was collected.

Training and Certifications

- OSHA 29 CFR 1910.120 40-Hour HAZWOPER Training

SECTION 3

TECHNICAL APPROACH

Project Understanding

The City of Port Orange Florida (City) is located in Volusia County along the Halifax River near the Atlantic Ocean. The City encompasses 28.7 square miles and has a population of nearly 64,842. The City is highly vulnerable to the impacts of future debris-generating disasters such as hurricanes, severe weather, flooding, and tornadoes. In 2017, the City was impacted from the southwest by Hurricane Irma and high winds generated large quantities of vegetative debris city-wide. As such, the City maintains a constant, high level of readiness to respond to a variety of hazards that may impact its citizens and consequently, is seeking proposals from qualified consultants to provide debris monitoring support and assist the City in navigating the funding and compliance channels of the Florida Division of Emergency Management (FDEM) and the Federal Emergency Management Agency (FEMA) Public Assistance (PA) Program.

Thompson has the experience and resources necessary to be extremely responsive to the City's disaster management needs following a disaster incident. We stand prepared to guide the City through the debris removal and recovery process while working with the FDEM and the FEMA PA program to achieve maximum disaster recovery cost reimbursement for the City.

Thompson's Automated Debris Management System (ADMS)

Thompson has invested considerable resources in technologies to support more efficient debris removal monitoring. Among these technologies is our best-in-class ADMS solution, the Thompson Data Management Suite (TDMS). TDMS is a collection of hardware, software and communications infrastructure for the management of data and documents related to disaster recovery. The suite provides near real time debris collection data to applicants, grantees, FEMA, FHWA, debris removal contractors, and others without disrupting the speed of the recovery. TDMS has also been evaluated and proven to meet the process requirements for the U.S. Army Corps of Engineers (USACE) Advanced Contracting Initiative (ACI). ***Thompson owns and maintains TDMS and does not lease any part of our ADMS solution from an alternate provider.***

TDMS has been field proven on multiple large scale recovery operations. In 2017, when Hurricane Harvey and Hurricane Irma made landfall within two weeks of each other, Thompson simultaneously ran project operations in Texas and Florida, covering over 53 client activations. In 2016, when a massive flooding event devastated the greater Baton Rouge area of Louisiana and Hurricane Matthew struck the Atlantic Seaboard of the United States, Thompson was simultaneously activated by twenty five (25) county and city governments in Louisiana, Florida, Georgia, South Carolina, North Carolina, and Virginia. In addition, the Georgia Department of Transportation activated Thompson in eleven (11) counties, and the South Carolina Department of Transportation activated Thompson in seven (7) counties. At our peak operating period in the fall of 2016, Thompson was actively monitoring debris removal operations by ten contractors working in a forty three (43) county/parish area across six (6) states.

TDMS has been deployed by Thompson on nearly every FEMA eligible disaster debris removal monitoring project we have performed since 2012. The following list includes the disaster incident and the number of handheld units deployed.

- 2012 Hurricane Isaac – 12 units deployed
- 2012 Hurricane Sandy – 100 units deployed
- 2014 Winter Storm Pax – 475 units deployed
- 2015 SC Flooding – 180 units deployed
- 2016 LA Flooding – 330 units deployed
- 2016 Hurricane Matthew – 876 units deployed
- 2017 Hurricane Harvey – 400 units deployed
- 2017 Hurricane Irma – 1,200 units deployed
- 2017 Hurricane Maria – 375 units deployed
- 2018 Hurricane Florence – 235 units deployed
- 2018 Hurricane Michael – 1,300 units deployed

Thompson maintains over 1,300 TDMS*mobile* units on hand and has access to additional units within 24 hours of notification when necessary. Thompson's TDMS*mobile* devices have been deployed successfully over the last eight (8) years, and from day one of debris removal operations Thompson will be able to provide the City with paperless ticketing.

Project Execution Utilizing TDMS

TDMS is a collection of hardware, software and communications infrastructure for the management of data and documents related to disaster recovery, each major component is described below:

TDMS*mobile*

TDMS*mobile* is Thompson's ADMS hardware solution that provides clients the option to manage and monitor debris recovery missions electronically in the field utilizing our handheld device and hip printer. Figures 1 - 4 provide graphical depictions of the TDMS*mobile* solution and its components.

FIGURE 1

Motorola ES400 running TDMSmobile.

FIGURE 2

Employee badges utilize QR coding for identification ticket development.

FIGURE 3

Paper tickets are created with encrypted QR code to transmit information/data.

FIGURE 4

RW 220 hip belt printer uses direct thermal laser technology

TDMS*mobile* provides enhanced quality control through, geocoding and location verification. The handheld device and system have configurable security settings to protect use and data. Specified locations, such as

debris pickup and disposal sites, are captured by the GPS capabilities of the handheld and verified in the web-based system. This enhanced level of accuracy and corroboration increases the efficiency and production of debris removal operations. To date we have observed cost savings to our clients ranging from 20 – 30 percent with the use of our ADMS solution.

TDMS*mobile* can be utilized for a variety of programs and activities, including but not limited to:

- Truck Certification
- Right-of-Way (ROW) Collection
- Hazardous Tree Work (L/H/S)
- Private Property Debris Removal (PPDR)
- Demolitions
- Haul Out/Disposal
- Project and Data Administration
- Monitor Role and Time Management

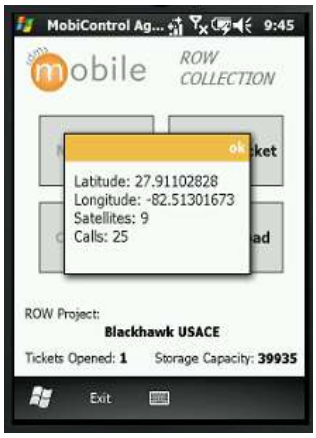
In addition, TDMSmobile has a disconnected architecture and is fully operational in a post storm environment where cellular networks are destroyed or compromised. This capability has been routinely field tested, most significantly during Thompson's response to Hurricane Maria in Puerto Rico. Given the geographic nature of the island and lack of reliable cellular connectivity, Thompson was still able to successfully document and capture debris collection and disposal data substantiating over 600,000 cubic yards of debris on behalf of the Puerto Rico Department of Transportation and Public Works.

TDMS*web*

TDMS*web* is a web based application that serves as the backbone of the TDMS for storage and data management. TDMS*web* provides access to viewing, querying, sorting, reporting, mapping and managing project related data and documents including electronic tickets, contractor invoices, text message updates, reports, and FEMA data and image exports. In addition, Thompson is able to control access to TDMS*web* and what permissions (read, read/write, etc.) users have through credentialing.

Figures 5 and 6 provide an example of the interface between TDMS*mobile* and TDMS*web*. GPS and collection or disposal data is captured in the field via TDMS*mobile*, in near-real time the field data is accessible via TDMS*web* for viewing and reporting.

FIGURE 5



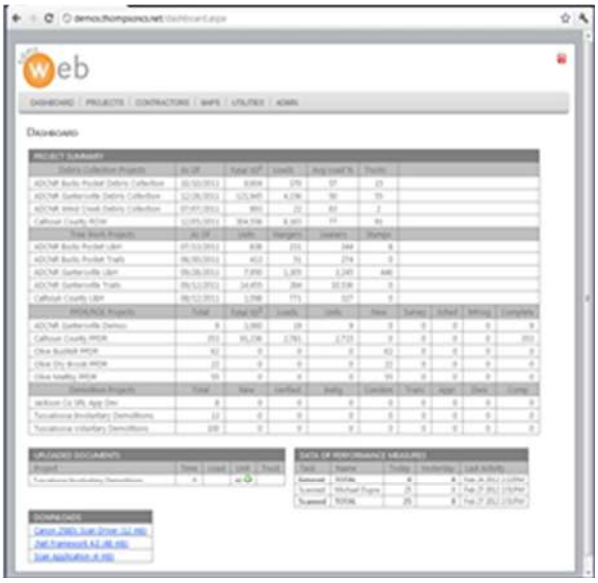
Handheld device GPS location capture and verification

FIGURE 6

Mapping interface provides users with Google maps functionality for point-and-click data access

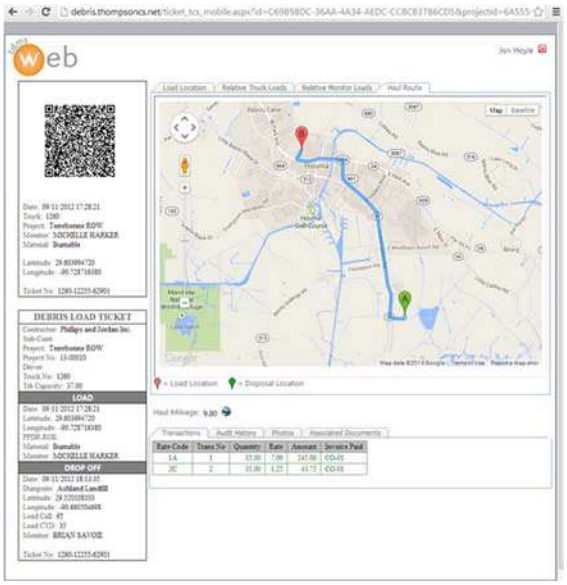
The following figures (7 to 10) provide graphical highlights and depictions of TDMS*web* and its components.

FIGURE 7



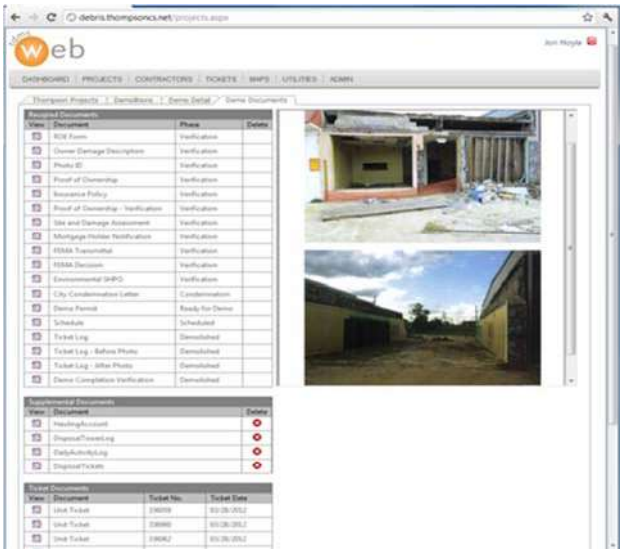
TDMSweb dashboard displays summary project statistics online with the ability to drill down to varying levels of detail.

FIGURE 8



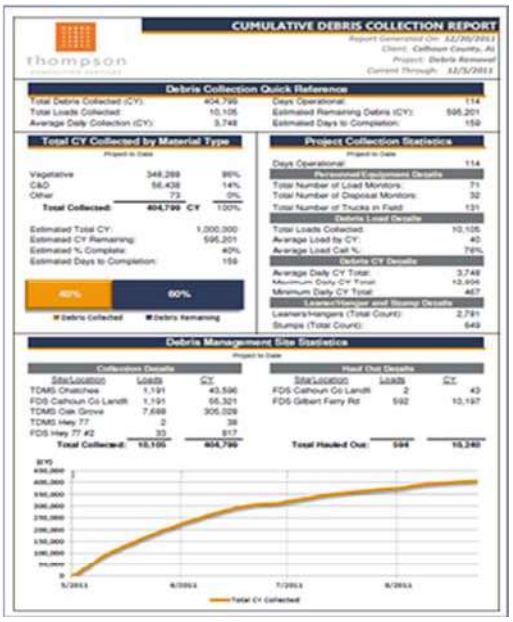
Accurate and efficient collection of field data provides for near real time data analysis and review. Financial encumbrances and project progress can now be tracked via the Internet.

FIGURE 9



TDMSweb system allows Thompson to electronically manage a variety of client debris removal programs such as, ROW, ROE, blue roof and demolition, including photographs, field forms, logs, transmittals, etc.

FIGURE 10



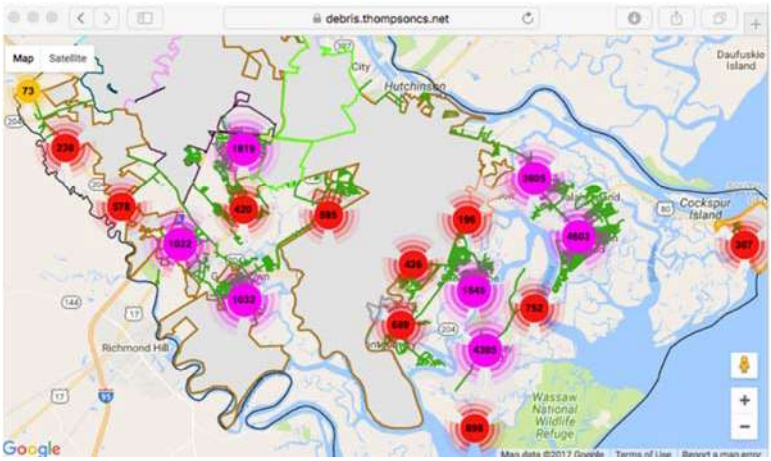
TDMSweb generates a various project reporting documents, such as daily reports and financial summary logs.

TDMS*maps*

TDMS*maps* is a web based GIS application that integrates geospatial and relational data to enhance management and public information capabilities. Thompson's clients have full access to live maps, progress maps and query maps which will allow the client and project managers to evaluate progress, assign or re-assign crews, and make general debris management decisions. Thompson has the ability to tailor progress

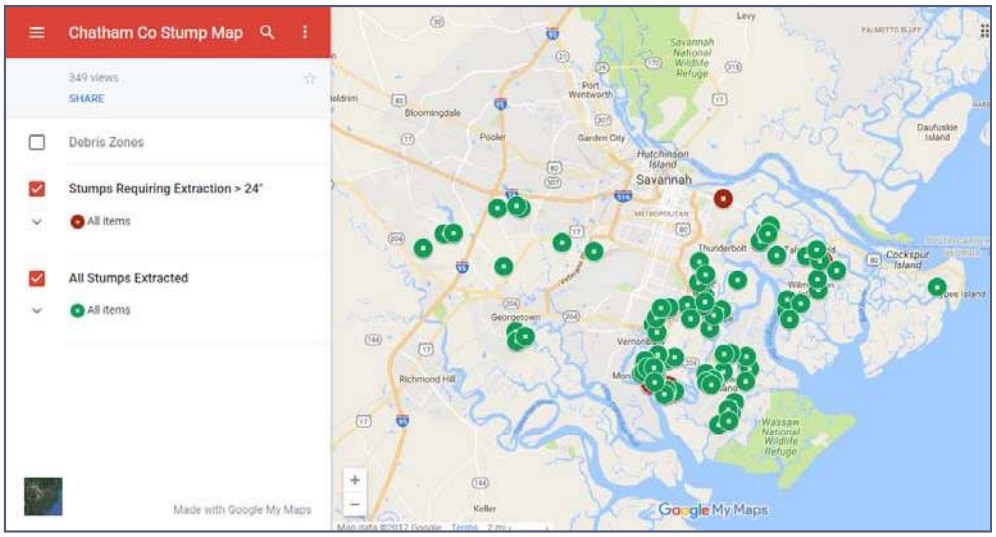
and real-time operation mapping to meet the needs of the City. ***During routine debris meetings, the City, Thompson, and the City's contractors can utilize the mapping tools to evaluate progress, assign or re-assign crews, and make general debris management decisions.*** Figures 11 and 12 below provide examples of some of the mapping capabilities that may be utilized for right of way (ROW) debris removal and special debris removal programs.

FIGURE 11



Debris Load and Tree Work Heat Maps that illustrate the concentration of damage with the ability to drill down within each cluster and access individual transaction data.

FIGURE 12

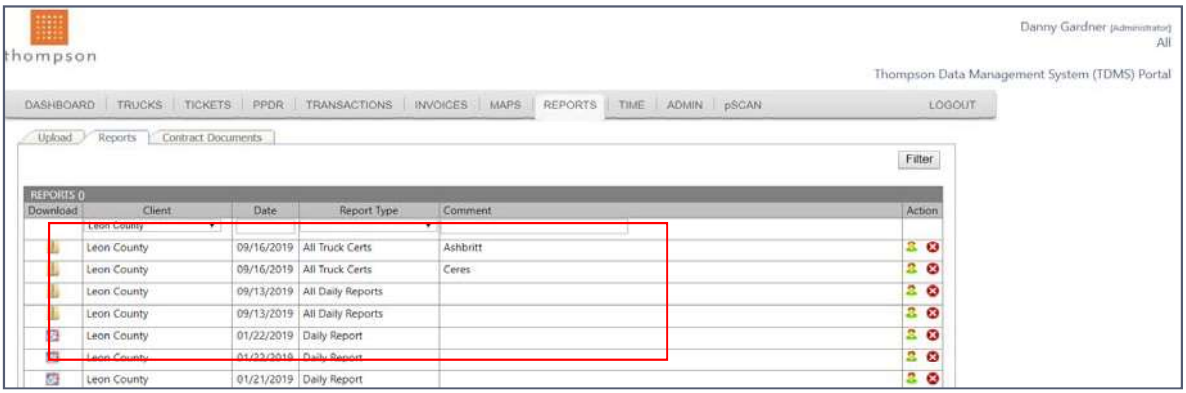


Hazardous Stump Map provides color-coded stump locations to allow increased operational efficiencies and real-time situational reporting for project stakeholders.

TDMS*portal*

TDMS*portal* is a web based portal that serves as the client and contractor information center for project costs, electronic tickets, accounting transactions and invoices. TDMS*portal* provides access to viewing, querying, sorting, reporting, mapping and managing project related data and documents. The portal eliminates email for document sharing and transfer and ultimately increase visibility between the City Thompson and the debris contractor. Figure 13 displays a document tree for organizing and sharing project related data.

FIGURE 13



Document tree organizing project related documents including truck certifications, daily reports, and invoices.

Enhanced GIS Technology and Capabilities

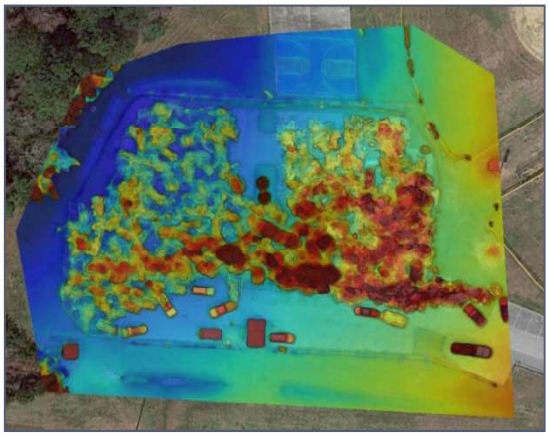
Thompson continues to expand our geographic information system (GIS) resources and capabilities to better support debris removal management. This includes enhanced gathering, managing, and analyzing data to provide spatial location information such as project boundaries and roadway maintenance responsibility designations (i.e. local vs. state roadways). Thompson employs ArcGIS Pro, ESRI's latest desktop GIS application, which allows for seamless integration with our company's ArcGIS Online and Enterprise platforms. Additionally, we are able to integrate data collected through ESRI's Survey123 and Collector for ArcGIS applications.

Thompson has also implemented the utilization of drone technologies to enhance debris removal and monitoring operations. This includes conducting qualitative damage assessments with drones to provide a means for identifying areas that have been compromised which may be isolated without means of conventional travel due to debris, flooding, or otherwise inaccessible terrain. Drone data can also improve the management of debris management sites (DMS). Through photogrammetric volume calculations, different debris types can be quantified and reported to provide quick, actionable data to local government officials. For example, this information can indicate when a site has reached maximum capacity and needs to be shut down or if additional sites should be opened. Figures 14 and 15 below provide examples of some of the volumetric measurement capabilities that may be utilized for DMS piles.

FIGURE 14

Aerial drone footage illustrating the volume of debris at Resident Drop-Off Site

FIGURE 15



Debris pile heat maps that illustrate the density of debris

Technical Approach

Thompson has functionally organized its technical approach by task predicated on the various debris streams and programs that can be expected based on our experience monitoring and documenting large scale debris removal operations. Thompson will tailor our approach to the City's debris recovery effort based on the unique challenges of the City's specific future disaster. Our tasks and task approach can be modified and scalable to address both large and small scale events and our mobilization times can be either compressed or extended based on the needs of the City and the public.

Table 3-1: Mobilization Method and Approach

Task / Mobilization Time	Description
1. Debris Program Implementation	
Within twenty-four (24) hours from notification date	Program Management Team will report to the City 48 hours prior to known disaster events and within 12 hours of passage of no-notice disaster events. Thompson will implement a program based on the specific needs of the City, feedback from debris removal contractors, and debris estimates developed through the preliminary damage assessment.
2. Onboarding and Training of Employees	
Within forty-eight (48) hours from notification date	Thompson performs Motor Vehicle Reports (MVR's) and drug testing on all field staff.
3. Health and Safety Plan Implementation	
Within forty-eight (48) hours from notification date	Health and Safety Plan will be periodically reviewed and updated to address any disaster specific hazards. Thompson's safety program is focused on the safety of Thompson monitors and field personnel.
4. Measure and Certify Trucks by FEMA PAPPG Standards	
Within forty-eight (48) hours from notification date	Thompson will certify contractor equipment once a contractor crew schedule is reviewed and approved by the City.
5. Deploy Loading Site Collection Monitors	
Within forty-eight (48) hours from notification date	Thompson will deploy a collection monitor to each debris removal crew. Based on our planning assumption, we expect many of the crews to be tandem, self-loading trucks or two to three trucks paired with a single loading device.
6. Monitor the Removal of Leaning Trees, Hanging Limbs, and Hazardous Stumps	
Within forty-eight (48) hours from notification date	Thompson will document the removal of hazardous trees and limbs to meet all requirements outlined in FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide (PAPPG).
7. Deploy Debris Management Site Monitors	
Within forty-eight (48) hours from notification date	Thompson will coordinate with the Debris Contractor to ensure that the City Debris Management Sites (DMS) meet all FDEP requirements.
8. Deploy Field Supervisors / Field Supervisors	
Within forty-eight (48) hours from notification date	Thompson will deploy one (1) Field Supervisor for every ten (10) collection monitors to appropriately supervise collection operations. The 1:10 supervisor to monitor ration is encouraged by FEMA.
9. Damage Complaint Tracking	
Concurrent with field operations	Thompson will assign a unique work order to each damage complaint and track the actions taken, responsible sub-contractor, and satisfactory/unsatisfactory resolution in a report, by Service Area that may be tracked through GIS.

Task / Mobilization Time	Description
10. FEMA Consultation	
Within seventy-two (72) hours from Federal Declaration	Thompson has recent experience with FEMA's new delivery model using Grants Portal and, at the direction of the City, is prepared to participate in in project scoping meetings with FEMA.
11. Ordinance Review to Determine Best Method to Perform Private Property Debris Removal (PPDR)	
2-3 weeks after debris operations begin (subject to need)	Thompson management staff has experience analyzing and designing PPDR programs based on Voluntary/Right-of Entry, Imminent Danger of Collapse, and Public Nuisance Programs.
12. Private Property Debris Removal Monitoring	
TBD, based on input from FDEM and FEMA	PPDR programs may include vegetative and C&D debris, as well as leaners, hangers, stumps, and structural demolitions.
13. Specialized Debris Removal Monitoring	
TBD, based on input from City, FDEM, and FEMA	Thompson management staff has experience with the operational methods to properly document special debris removal programs such as removal of debris from waterways and lakes, debris removal from parks and trails, vessel and vehicle removal, and the removal of debris and sediment from storm drains, catch basins and other public facilities.
14. Accumulate Daily Field Data	
Immediately following the start of ROW and hazardous tree programs	Thompson will maintain field data for all debris recovery programs monitored. Debris removal data will be organized by debris type, road type, and program
15. Reconcile Contractor Invoices	
Weekly following the start of ROW and tree programs	Thompson will comply with the invoicing and payment term in the debris removal contract.

Debris Program Implementation

Thompson will assist the City in overseeing the debris management operations, obtaining proper approvals for special debris removal programs, and providing in-depth working knowledge of a variety of recovery operations, USACE debris management guidelines, and FEMA eligibility and reimbursement guidelines. Thompson will work with the City to develop a project management plan to ensure that contracted debris removal is properly documented to substantiate FEMA PA, FHWA ER, and NRCS funding. Some of the initial considerations will include, but not be limited to:

- Single/multiple debris removal contractors
- Debris removal contractor rates and specifications
- Debris estimates, by collection zone
- Debris removal from gated communities
- Crew/Monitor Estimates, by collection zone
- Onboarding and safety training locations and procedures
- Operations Manager/Supervisor Assignments
- Progress reporting distribution lists and protocols

Estimation Methodology

With experience assisting local governments in disaster response and recovery for a variety of events, ranging from the costliest hurricanes in our nation's history to relatively smaller disasters including minor storms and localized flooding, Thompson has recognized that responsiveness and adaptability are critical to success. Thompson stands ready to serve the City in any capacity. Our approach to services can be transformed to fit a particular task or event in effort to best meet the City's recovery goals by taking the

most efficient and cost-effective actions. For purposes of pre-event planning and understanding resource requirements, Thompson utilizes the US Army Corps of Engineers (USACE) debris estimating model for developing debris estimates. The USACE developed this model based on debris generated by Hurricanes Frederic, Hugo and Andrew. The model contemplates the number of households in an urban/suburban area, as well as the category of storm, vegetative characteristics, commercial density and precipitation.

The estimated quantities produced by the model have a predicted accuracy of ± 30%. Because of the margin of error in the model, Thompson validates the modeled result via windshield surveying and aerial drone flyover assessments in a post-disaster scenario. Windshield surveys provide debris removal professionals the opportunity to estimate the quantity of debris per parcel surveyed, which can be extrapolated to include the number of parcels within jurisdictional limits of the community. In addition, Thompson has the equipment and capability to perform aerial drone flyovers which are beneficial because they provide Thompson and the City with the ability to gage the consistency of the damage across the jurisdiction and provide a means for identifying areas that have been compromised which may be isolated without means of conventional travel due to debris or flooding.

Forecasted Debris Types & Resource Estimates

Debris types from disaster events may include items such as vegetative debris, construction and demolition debris, household appliances, household furnishings, sediment, sand, household hazardous wastes, and vehicles. This debris may have to be removed from a variety of physical environments, including on and near roadways, underwater in canals and lakes, or even hanging in large trees. Debris types, volumes and locations can require many different removal and disposal techniques.

The total amount of debris generated by any particular disaster will depend on the location and type of event experienced, as well as its severity, duration, and intensity. Thompson understands that the crew numbers and subsequent monitor requirements are subject to change based on the actual incident. We have developed this estimate to demonstrate to the City that we have the capacity and experience to develop a flexible, scalable staffing plan that addresses the City's needs. For planning purposes, the table below summarizes the impacts that various hurricane categories could have on the City:

Table 3-2: Disaster Impact and Resource Estimates

Description	Category 1	Category 2	Category 3
Total Debris	114,244 CY	456,976 CY	1,485,172 CY
Avg Daily ROW Crew/Monitor/ADMS Requirement	4	14	19
Avg Daily DMS Monitor/ADMS Requirement	2	4	6
Required Land Area for DMS	5 Acres	17 Acres	54 Acres
Est Time to Complete Debris Removal	30 Days	60 Days	120 Days
Load Transactions	2,856	11,424	37,129
Unit Rate Transactions	2,285	9,140	29,703

While the modeling and results presented herein are based on an unknown and hypothetical event, following an actual event Thompson would model the storm characteristics taking into account our understanding of impacts caused by historical storm events, to assist the City with developing strategies for debris collection. It may be determined that the City has the capability to perform debris removal with in-house staff and equipment following smaller incidents such as severe storms or local flooding. For more significant disaster debris events, the City may elect to engage its contracted forces for debris removal and

monitoring. Regardless of which approach the City takes following a debris generating incident, the Debris Collection Strategy will be scalable to the size of incident and resources required.

Response Time by Task

In most cases, Thompson will deploy our project team in anticipation of receipt a notice to proceed so that we can be responsive to the City's needs and effectively manage the deployment of personnel and resources. For example, if the City is within a cone of certainty for severe weather, Thompson will deploy a representative to meet with the City 48 to 72 hours prior to the anticipated event. Thompson's response times by task are summarized in Table 3-3.

Table 3-3: Thompson Task Response Times

Response Time	Task Description
Immediately after notification	Thompson will report to the City's EOC or Contract Management Center
No more than 48 hours after notification	Thompson ready to assist the City with truck certification
No more than 48 hours after notification	Thompson ready to staff public drop-off sites and other City locations
No more than 48 hours after notification	Thompson to have monitors ready for ROW debris removal operations
No more than 72 hours after notification	Thompson to have monitors ready for hazardous tree removal operations

Prior to known events, Thompson will stage personnel and equipment either in or as close as possible to the City. Upon receipt of a Notice-to-Proceed, Thompson will deploy the following project initiation teams to the City responsible for the City's contract deliverables:

- Project Quality Assurance Team
- Project Administrative Team

The Project Quality Assurance Team will consist of the Project Manager and six to ten Field Supervisors, based on the severity of the event. In addition to providing surge support to the City, the Project Quality Assurance Team will serve as the field project management team. The Project Quality Team will be deployed with equipment kits to accommodate all Field Staff.

The Project Administrative Team will consist of administrative/human resource employees. The Project Administrative Team will be temporarily deployed to the City to support the monitor on-boarding process, including:

- Employee application reviews
- Drug testing and Department of Motor Vehicle records checks
- Health and Safety Plan Implementation
- Debris Monitor Training

Debris Removal Contractor Coordination

Thompson recognizes that each disaster situation is going to be different and therefore promotes a collaborative working relationship with the City and its debris removal contractors. As soon as the City is within the cone of certainty for a tropical system or immediately following passage of a no-notice event, Thompson will begin coordinating with the City and City contractors to synchronize mobilization and response activities. These activities may include:

- **Identification/confirmation of equipment staging area:** If a staging location is identified during planning sessions and the site is compromised/unavailable due to the event, Thompson will work

with the contractor to identify an area outside of the impacted zone to stage equipment and begin equipment certification.

- **Damage assessment:** Thompson will perform damage assessments with the City and City contractors to determine the scope of the damage, identify the need for special debris programs such as leaner/hanger/stump removal, and develop crew configurations and assignments. This information will allow Thompson and the City Contractor(s) to develop budget estimates to be used for task orders and Project Worksheet development.
- **Emergency push:** Thompson will work with the City and contractor(s) to ensure that all hours and activities are well documented to substantiate FEMA reimbursement. Thompson will also work to expedite 70-hour push activities, focusing on the City's list of priority roadways, while ensuring that the period of performance adheres to FEMA's eligibility standards and all labor and equipment time is tracked and documented.
- **Zone assignment to contractors and subcontractors:** Thompson will work with the debris removal contractors to coordinate and schedule the appropriate number of crews for each pass. Zone parameters will be entered into TDMS to generate detailed reports by zone, contractor, debris type, etc.
- **Discrete field management**: ADMS will be configured to discretely document and manage multiple contractors and the type of debris that has been approved for collection. For example, if a contractor is tasked only with the collection of vegetative debris, the ADMS devices will only be configured to that specific debris type. A monitor will not be able to issue a ticket for C&D debris if the hauler has only been approved to collect vegetative debris.
- **DMS permitting:** Thompson will ensure that each contractor obtains environmental authorization and/or permits for DMS sites. Thompson will also work with each contractor to obtain copies of permits for final disposal locations.

If the City decides to activate multiple contractors, Thompson will assign a field operations manager for each contractor activated to streamline communications and ensure quality control.

Damage Assessment

At the request of the City, Thompson will coordinate aerial drone flyover assessments to facilitate debris estimation and collect post-disaster photographs and geographical data. At the direction of the City, Thompson will also assist with preliminary damage assessments in accordance with the FEMA Damage Assessment Operations Manual. Damage assessment assistance may include, and is not limited to, participation in one or more of the following tasks:

Table 3-5: Damage Assessment Tasks and Descriptions

Task	Description
Identifying Damaged Facilities	Thompson will assist with documenting the location of all damaged sites using GPS and annotated maps. Thompson will work with City to collect all necessary documentation to substantiate legal responsibility, maintenance, lease/rental agreements, and improvement plans.
Documenting Damage	Thompson will document the damage to each facility by taking photographs and developing maps and diagrams to outline the specific location and extent of the damage. The diagrams and associated photographs will capture damage dimensions, materials, and the size or capacity of the damaged elements.
Documenting Work and Cost	Information describing work and cost will be broken down by Category of Work (A-G). Thompson will prepare work and cost estimates by gathering documentation

Task	Description
	associated with Force Account Labor, Equipment, Leased Equipment, Supplies, Contract Labor, and Materials. Thompson will also document any mutual aid received by the City.
Other Considerations	Thompson will help the City navigate other PA program considerations including codes and standards, repair vs. replacement, hazard mitigation, as well as unique considerations for each category of work.

Proposed Meetings

Thompson is prepared to meet with the City Debris Manager, City Stakeholders, and representatives from FEMA, FDEM, FDEP, and other agencies on a daily basis at a time and location specified by the City. To the extent necessary, Thompson will help the City secure a meeting location. Thompson recommends that project stakeholders conduct a daily briefing while the EOC is fully operational and re-evaluate the frequency of meetings after the first 10 days of project operations.

Methods for communicating with City Emergency Staff and Teamwork Assignments

Throughout the project, the Thompson Project Manager will identify critical path functions that will required close coordination between the City and Thompson. These may include:

- Public Information
- Private Property Issues
- Special Needs Assistance
- Information on FEMA
- Damage reports and resolution

Thompson will identify a lead for each function to serve as a direct interface with the appropriate City staff on each issue. The Thompson team member will be available in person, by phone, or email to communicate with the City and project stakeholders. To the extent that cellular connectivity is not available, Thompson will secure alternative communications methods (radios, satellite, etc.).

Public Information Support

Immediately following notice to proceed from the City, Thompson will establish and staff a hotline to assist with public telephone inquiries and complaints regarding debris removal operations. Thompson will ensure that all calls are documented and assigned a status in order to track the complaint and resolution. Damage complaints concerning debris removal will be tracked and reported by debris contractor(s). All complaints will be provided to the project management team for resolution with the debris contractor. Thompson will provide a log of complaints and their resolution to the City Project Manager on a weekly basis.

Onboarding and Training of Employees

Following an event, Thompson will establish a local office from which to perform recruiting, onboarding, and training. These activities will be coordinated and supported from our headquarters in Lake Mary, Florida. Thompson will also make every effort to hire residents from within the City to serve as debris monitors. This effort will help skilled residents participate in the City's recovery efforts with a meaningful impact and earn a competitive hourly wage.

In accordance with FEMA FP-104-009-2, Thompson will train debris monitors, City employees, and other project stakeholders to have a complete understanding of the roles and responsibilities of the debris manager, including:

- Accurate and objective debris estimating techniques

- Process for determining debris eligibility: (1) threat to public health/safety, (2) direct result of the disaster event, and (3) existing in the public right-of-way
- A comprehensive understanding of all phases of debris management operations, including loading sites, Debris Management Site's (DMS), and final disposal locations
- The ability to differentiate between debris types
- Understanding of Collection Site and DMS safety procedure
- Understanding of the Thompson Field Health and Safety Plan
- Understanding of the terms, conditions, and scope of the debris removal contract and other disaster specific guidance provided by the City, FDEM, FDEP, and FEMA

Ability to Onboard and Train within 48 Hours

Thompson has made a tremendous investment in our personnel, resources, technology, and tools to have the flexibility and scalability necessary to be an industry leader in debris monitoring. Part of this investment is in a proven process to identify, train, and equip local hires in a safe manner in extremely short periods of time. Thompson begins the process of recruiting and on-boarding immediately upon contract award, not reactively following a notice to proceed. Thompson will issue contingent job postings through a variety of outlets to pre-identify a pool of existing candidates to serve as field monitors. The table below outlines Thompson's local hire tasks and timelines to ensure that we deploy trained, safe, drug-free local hires within 48 hours of a notice-to-proceed:

Table 3-6: Local Hire Task Summary

Task	Timeframe (to meet or exceed)	Comments
Local Hiring Recruiting (non-event)	Year-round	When no task order is imminent, Thompson pro-actively develops a pool of local hire candidates.
Local Hiring Recruiting (activation known)	12 to 48 hours	Once activated, Thompson Project Administrative team can recruit and onboard 100 local hires per day. Thompson initiates on-boarding 72 to 96 hours prior to known disaster events.
Drug-testing	12 to 48 hours	Thompson requirement for employment
Driver Motor Vehicle Record Check	12 to 48 hours	Thompson requirement for employment
Safety Training	12 to 48 hours	Thompson requirement for employment
Continued on the Job Safety Training	48 to 72 hours	Thompson requirement for employment
Debris Monitor Training	12 to 48 hours	Thompson requirement for employment
Automated Debris Management System Training	12 to 48 hours	Contract specific requirement
Issuance of Personal Protective Equipment	48 hours	Issued by Project Administration team upon completion of Safety Training

Health and Safety Plan Implementation

Thompson is the only debris monitoring firm that performs drug screening and motor vehicle operating record reviews for our employees, including temporary field staff. This practice results in a team of monitors that is both safe and committed to quality. In addition, Thompson deploys a quality assurance team to each of its projects to ensure that certain quality standards are being upheld, regardless of the operating conditions and climate.

At project initiation, Thompson will implement a Health and Safety Plan (HASP) that outlines site-specific precautions to be taken to avoid and mitigate the risk of hazards associated with work performed in the elements, around heavy equipment, near tree work, and close to vehicle traffic. The HASP will outline that work performed on the project shall comply with all applicable OSHA, State of Florida, and all other safety requirements provided by FEMA and its authorized contractors. Thompson will also provide the following personal protective equipment to collection monitors, debris management site monitors and field supervisors:

- Hard hat
- Reflective vest
- Safety glasses
- Hearing protection

In addition, Thompson will ensure that all collection monitors, debris management site monitors and field supervisors report to work with the following personal protective equipment and communication equipment:

- Cell phone
- Protective shoes
- Long pants
- Hot, cold, and/or wet weather gear
- Sunscreen and supply of bottled water

Thompson's safety program is focused on Thompson monitors and field personnel. The safety of debris removal crews is the responsibility of the debris removal contractor(s).

Measure and Certify Trucks by FEMA PAPPG Standards

Thompson will complete equipment check-in and certification of trucks and other equipment mobilized by the Contractor so that debris removal operations can be recorded and substantiated in accordance with the terms, conditions and unit rates in the City's debris removal contract. In order to comply with these standards, Thompson has observed and recorded the following information during truck certifications:

- Valid driver's license of truck operator
- Valid truck registration and insurance
- Volumetric capacity of the inside of the loading container
- Calculated deductions of volumetric capacity for dog boxes, round container bottoms, and other volumetric capacity reductions
- Brief physical description of the truck
- Photographs of the truck and container

Thompson will assign a unique identification number to each truck and a placard with the truck number will be affixed to each side of the debris removal truck.

Deploy Loading Site Collection Monitors

Thompson will deploy a debris removal collection monitor for each mechanized piece of loading equipment deployed by the Contractor unless multiple debris loading operations can be safely and substantially observed and documented by a single monitor. The Collection Monitor's primary responsibility is to observe, document, and substantiate the removal of eligible storm debris from City ROW and other

collection zones identified and approved by the City. The Thompson collection monitor will be responsible for:

- Ensuring that only eligible, disaster related debris is removed for loading and hauling from approved public areas
- Ensuring that debris collected is in accordance with the regulations, safety considerations, and contract terms of the specific waste stream (i.e. hazardous waste is not loaded into container of clean vegetative debris, etc.)
- Recording the time, date, disaster number, truck number, and loading location using ADMS
- Issuing load ticket to driver when loading container is fully loaded
- Ensuring that debris loads are contained properly in the loading container prior to the departure of the truck from the loading location to the DMS
- Checking for safety considerations and areas of potential problem (school zone, utility meters, power lines, mailboxes, etc.) and reporting potential issues the Thompson Field Supervisor
- Recording and reporting any damages caused to streets, curbs, utility meters, mailboxes and other public property as a result of debris removal operations including photos, owner information, and circumstances of the damage
- Ensuring all white goods and Freon containing appliances are sorted and ready for Freon removal on site or separate transport for Freon removal before final disposal
- Certifying household hazardous wastes are segregated, handled, loaded and hauled in accordance with environmental laws and local, state, and federal regulations. HHW must be handled by specialists licensed by FDEP
- Ensuring work area is clear of debris to the specified level before equipment moves to a new loading area
- Other duties as directed by the debris management project manager or designated City personnel

Monitor the Removal of Leaning Trees, Hanging Limbs, and Hazardous Stumps

Thompson anticipates beginning hazardous tree removal operations prior to or concurrent with Right-of-Way debris collection. By getting the bucket trucks out ahead of the debris removal trucks with hazardous tree and limb removal, the overall collection operation will be more efficient. Thompson will ensure that hazardous stumps are pre-approved by FEMA and that the stump removal process is documented to include before and after photographs and GPS coordinates. The Thompson leaner, hanger, and stump monitor will be responsible for:

- Ensuring that only eligible leaners, hangers, and stumps are removed as defined by FEMA PAPPG from approved public areas
- Recording the date, GPS location, physical address, and time that the work was performed
- Measuring the eligible tree work in accordance with the City's contract
- Photo documenting the work performed to facilitate an audit ready paper trail for FEMA review

Deploy Debris Management Site Monitors

Thompson will work with the City and its contractor to establish the appropriate number of Debris Management Site (DMS) and staff it with a DMS Monitor. DMS Monitors are responsible for completing the load transactions and recording debris volumes for loads that have been transported to the DMS for processing and storage or final disposal. DMS Monitors are responsible for observing and recording the following information:

- Debris classification
- Debris load call/volume estimation
- Truck unloading time and date
- Spot check photographs of loads before and after unloading as a Quality Assurance measure for load call methodology and to insure that trucks are completely unloaded at the DMS
- Ensure white goods and Freon containing appliances are sorted and ready for Freon removal
- Document that white goods are cleaned and processed to remove putrescent debris inside and remove all oils, solvents, and refrigerants
- Ensure hazardous and household hazardous wastes are segregated, handled, stored, and disposed in accordance with environmental laws and local, state, and federal regulations
- Document and immediately report any improper segregation of hazardous waste debris
- Ensuring site safety and security

Residential Drop-Off Sites

Thompson will work with the City to establish residential drop-off sites that can accommodate residents eager to remove debris from their property. Thompson will work with the City and the debris management contractor to establish site security, published hours of operation, and closure dates to prevent illegal dumping and manage public expectations. Thompson will provide a monitor at each City residential drop-off site to capture all documentation to substantiate residential drop-off site operations in accordance with FEMA policy. Drop-off site Monitors are responsible for observing and recording the following information:

- Ensuring that only City residents are using the site by validating identification and address via driver's license, property tax statement, utility billing, or other method approved by the City
- Recording the address of the eligible site users
- Recording the type and quantity of debris brought to the site
- Recording and provide a copy of the completed load ticket using ADMS
- Photographing debris, as directed by the City, to verify the source and debris type
- Assisting with communicating to residents the proper handling and disposal practices
- Distributing debris information via flyers and other methods approved by the City

Debris Disposal Diversion

Thompson will work with the City and FDEP to develop a recycling/debris diversion plan that minimizes the amount of potentially recyclable debris that is disposed of at landfills. White goods, e-waste, metals, vegetative and other types of debris may be processed and recycled. Thompson will ensure that salvage operations are documented separately to substantiate retainage of salvage proceeds in accordance with FEMA policy.

Deploy Field Supervisors

Thompson will deploy Field Supervisors at a 10 monitor: 1 supervisor ratio to efficiently and effectively oversee, document, and substantiate debris removal efforts. Thompson Field Supervisors will:

- Be prepared to operate a minimum of 12-14 hours per day, 7 days per week
- Verify that only eligible debris is being removed from designated public ROW and public property within assigned collection zones

- Maintain regular communication with and ensure that collection monitors are authorizing the collection and removal of eligible debris from approved public areas
- Confirm the completeness and accuracy of load tickets and field documentation generated by Thompson field staff to substantiate debris removal operations

Damage Complaint Tracking

Thompson field supervisors will have the primary responsibility for damage report tracking and resolution. Thompson will assign a unique Work Order number to each damage complaint and will track the Work Order by the GPS coordinate of the complaint. A map will be maintained of all damage related Work Orders. Thompson will maintain the following information for each damage complaint Work Order and organize Work Orders by Precinct:

- Work Order point of contact
- Responsible contractor/sub-contractor
- Photographs of damage
- Description of actions taken by the responsible party
- Photographs/other evidence of repair
- Cost summary, if available

FEMA Consultation

To the extent that it is required by the City, Thompson will serve as a liaison between the City, FDEM and FEMA to document and demonstrate that debris removal, response and recovery activities are eligible, allowable, and in compliance and in compliance with FEMA Publication FP-104-009-2 Public Assistance Program and Policy Guide.

Thompson will work with the City, FDEM, FEMA Region 4, and FEMA Headquarters to facilitate a transparent, well documented partnership throughout the recovery effort. This will allow Thompson to integrate Disaster Specific Guidance (DSG) issued from FEMA into the City's debris removal efforts, and pro-actively create a positive working relationship with participating stakeholder regulatory agencies.

To the extent necessary, Thompson will provide the City with first and second appeal support for unfunded or de-obligated disaster related projects or initiatives that the City and Thompson mutually agree may be determined eligible by FEMA based on a re-review of existing project documentation or other review of new information presented to substantiate the eligibility of the project.

Ordinance Review to Determine the Best Method to Perform Private Property Debris Removal

Thompson's proposed management team has previous experience with reviewing local ordinances and designing a private property debris removal (PPDR) program that demonstrates and documents that local governments have the legal authority (and FEMA eligibility) to perform a variety of debris removal programs on private property. We have performed comprehensive PPDR ordinance feasibility reviews and PPDR program implementation in Alabama, Mississippi, Louisiana, and Florida. In order to ensure that the PPDR program is successful, Thompson will have the following objectives during ordinance review:

- Identify an ordinance that clearly grants the City with the authority to enter private property to remove and dispose of debris, such as a nuisance abatement or public nuisance ordinance. This is critical in order to establish legal authority and FEMA eligibility.
- Establish a multi-step process to ensure that all proper notifications are made to property owners.

- Develop a public outreach plan to ensure that City residents in need are able to participate in the program.

Private Property Debris Removal Monitoring

Upon review and approval of a proposed PPDR program by FDEM and FEMA, Thompson will implement and document the program to maximize available reimbursement. PPDR programs may include:

- Vegetative, construction and demolition (C&D), and mixed waste debris removal
- Residential and commercial structural demolitions
- Leaner, hanger, and stump removal

In managing, monitoring, and documenting PPDR programs, Thompson will develop a property identification number for each property. Each property will have a PPDR "packet" that documents the following information:

- Ordinance granting legal authority under which the private property debris removal work was performed
- Documentation of all necessary actions taken to satisfy the requirements of the ordinance
- Notification to property owner
- Posting on property
- Executed Right-of Entry Agreement
- FEMA/FDEM Approval
- FEMA Historic Preservation (HP) review and approval
- Documentation of asbestos abatement (if necessary)
- Documentation of utility disconnections (if necessary)
- Field documents and site schematic documenting eligible work performed
- Before/after photographs
- Property close-out documentation

Special Debris Removal Monitoring

The damage caused by hurricanes often necessitate the need for special debris removal programs which include, among others:

- Waterway debris removal
- Parks debris removal
- Abandoned Vehicle removal

To the extent necessary, Thompson management staff will review existing maintenance records to establish the pre-disaster conditions and ensure compliance with FEMA policy and work with the City's contractors, FEMA, FDEP, NRCS and other regulatory agencies to expeditiously remove storm generated debris from affected public facilities.

Special debris program monitors will be responsible for:

- Demonstrating that the debris/sediment/vehicle presents a hazard or immediate threat to public health and safety
- Ensuring that only eligible debris is removed as defined by FEMA PAPPG from approved public areas
- Ensuring that contaminated debris/soil is handled, processed, and disposed in accordance with the type of contaminant

- Verifying that any contaminated disaster-related debris is addressed by the specialist from FDEP and/or EPA and managed appropriately in the designated areas
- Recording the date, GPS location, physical address, and time that the work was performed
- Measure the eligible debris removal in accordance with the City's contract (i.e. linear foot)
- Ensuring vehicles or vessels are abandoned, e.g. the vehicle or vessel is not the owner's property and ownership is undetermined
- Verifying and documenting the chain of custody, transport and disposal of the vehicle or vessel
- Photo documenting the work performed to facilitate an audit ready paper trail for FEMA review

Accumulate Daily Field Data

Thompson uploads daily debris collection and disposal information from our ADMS system into a secure electronic disaster debris data management system that summarizes debris quantities to include collection and disposal information by date, debris type, collection zone, and collections and disposal location.

Thompson will plot daily collection totals using GIS software and provide the City with a map of daily collection operations and cumulative debris removal to date. Thompson's graphical reporting tools can provide the City with the collection information needed to make critical decisions and report progress to the public.

In addition, the Thompson data management system will serve as an electronic clearinghouse for photographs, electronic "ticket" transaction images, and other field reports developed to document the debris removal operation.

The following information further outlines Thompson's data management operations and capabilities. Our scalable approach has been developed to accommodate both small and large scale activations and multiple debris removal contractors.

Data Management, Project Tracking, and Computer Accountability Programs

Thompson utilizes technology as integral part of its approach to providing debris removal monitoring services for purposes of quality assurance/quality control (QA/QC), contractor invoice reconciliation, and reporting. Each day Thompson queries and reviews truck certifications, load transactions, and unit rate transactions. This data is then used for the following purposes.

Quality Assurance/Quality Control

A critical component of the debris removal monitoring firm's responsibilities is to identify and correct any impropriety that may occur in the debris removal process. To do this, Thompson leverages its data management system to provide QA/QC through standard data queries. Such queries and parameters include:

- Count of loads by collection truck
- Trip time per load
- Trip distance
- Average load call by truck
- Average load call by disposal monitor
- Count of loads by collection location

Reporting

The final tool employed by Thompson through its data and document management system allows us to timely report progress of debris removal to the City. This reporting tool is flexible and can be tailored to report debris removal by any number of parameters. In the past we have reported debris removal according to the following:

- Percent of total estimate complete
- By GIS grid
- By Service Area
- By voting precinct
- By City political district (council districts, commission district, etc.)
- FEMA eligible versus state aid eligible
- Quantity by DMS
- By material type (vegetative, C&D, white goods, etc.)

Thompson will review the QA/QC reports each day to identify anomalies. In most cases these anomalies are explained through investigations of circumstances surrounding the irregularity. Our experience has shown that the mere fact that debris removal contractors and monitors are aware that such metrics are being monitored deters impropriety.

In addition to the cumulative debris collection and financial report, Thompson will coordinate with the contractor to provide daily summaries that will include:

- Number of crews deployed
- Types and quantities of equipment deployed
- Equipment/crew/monitor assignments (area/zone)
- Status of DMS operations
- Changes in operational status or problems encountered since previous report

Reconcile Contractor Invoices

Thompson will perform a thorough review and reconciliation of contractor invoices submitted to the City. In order for contractor payments to be verified as accurate and correct Thompson verifies truck certification, load transactions and unit rate transactions with its database. The reconciliation will include a review of the collection date, time, and location, as well as the debris volume, disposal time and location submitted by the Contractor against the data maintained by Thompson on behalf of the City. Upon completing the verification of each record being claimed for payment, Thompson will render a payment recommendation to the City. Thompson's payment recommendation will include the following:

- A copy of the contractor invoice
- Invoice back-up organized by program, date, service type, contract line item, and location
- A summary of discrepancies identified
- A payment recommendation report
- A cover letter summarizing the reconciliation findings and payment recommendation

Added Value Services

Part of Thompson's commitment to pre-positioned clients is providing planning and training services to the communities we serve. Our team is constantly expanding education, training, and field experience in the disaster debris monitoring, grant management, and emergency management fields and will share their knowledge with City leadership and staff. Following contract award, Thompson will coordinate training schedules with the City to provide departments and key staff members training which will address prioritized topics, as requested by the City. Thompson can provide a variety of planning services, training programs, and tools and templates that can be utilized by the City in future disasters, or participate in exercises related to the City's disaster preparedness, response, and recovery. A listing of sample services that can be provided to the City is outlined in the table below.

Table 3-7: Added Value Services

Service	Description
1. Mitigation Planning and Support	Develop hazard mitigation plans (HMP) to provide the City strategies to implementing long-term resiliency measures. Conduct or train City staff to prepare Benefit-Cost Analyzes, provide project management support, train City staff in environmental and historical requirements of mitigation programs, and augment City staff to complete mitigation applications and projects.
2. Comprehensive Emergency Management Planning	Prepare, review, and revise Emergency Operations Plan (EOP), Continuity of Operations Plan (COOP), and/or additional plans to provide the City with written and exercised guidance to assist in future disasters and emergencies.
3. Disaster Debris Management Plans (DDMP)	Provide hands-on guidance during the City's planning strategies. Manage DDMP development stages and prepare final plan. Update regularly to ensure accuracy.
4. FEMA Public Assistance (PA) Training	Conduct training courses on the FEMA PA program with City officials and key departments expected to incur costs. Discuss eligibility and documentation requirements, as well as best-practices to help maximize likelihood of receiving reimbursement while minimizing the City's administrative burden.
5. Identification of Debris Management Sites (DMS)	Identify and rank multiple potential DMS sites and submit to the City for approval and action.
6. Procurement Assistance	Offer procurement assistance related to contracting with debris removal contractors, engineering or architectural firms, and additional contractors relevant to the City's response and recovery efforts. Thompson will ensure procurements are in compliance with the City, FDEM, and FEMA requirements so that funding is not jeopardized due to improper procurement practices.
7. Project Management	Provide long-term project management support for permanent work projects, mitigation activities, and other grant-funded projects. Management of task forces assigned to project, City stakeholders, and City contractors.
8. Executive Guidance to City Commissions, Boards, and Panels	Subject-matter and program management expertise to ensure City leadership is knowledgeable of the City's response and recovery status as well as involvement in federal programs.
9. Public Information Support	Provide technical support and assistance in the development and disbursement of public information notices. Conduct community outreach meetings, host telephone call centers, and provide general public relations support as requested.
10. Other Training and Assistance as Requested by the City	Thompson is prepared to provide additional training or assistance requested by the City as related to debris removal and monitoring, grant management, emergency management, and additional City concerns that may arise.

SECTION 4

COST PROPOSAL

Thompson has completed and included Attachment 1: Bid Form in the subsequent pages of this section.

BID COST/FEE PROPOSAL

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

Bid Form

CITY OF PORT ORANGE

ITB #20-07

Disaster Debris Monitoring FEMA

Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission

Instruction to save Attachment from DemandStar website:

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

NAME OF BUSINESS:	Thompson Consulting Services, LLC
CONTACT PERSON:	Jon Hoyle
EMAIL ADDRESS:	jhoyle@thompsoncs.net
AUTHORIZED SIGNATURE:	

ITEM #	EMPLOYEE/SERVICE CATEGORY	ESTIMATED HOURS	HOURLY RATE	EXTENDED COST
1	ON-SITE PROJECT MANAGER	1,000	$ 52.50 -	$ 52,500.00 -
2	SITE SUPERVISOR OR AREA SUPERVISOR	3,333	$ 45.00 -	$ 149,985.00 -
3	TOWER MONITOR	6,667	$ 30.50 -	$ 203,343.50 -
4	FIELD MONITOR	3,333	$ 36.00 -	$ 119,988.00 -
5	ADMINISTRATIVE SUPPORT STAFF	3,360	$ 18.50 -	$ 62,160.00 -
6	1-8XX TELEPHONE SERVICE	833	$ 28.00 -	$ 23,324.00 -
7	GIS ANALYST	33	$ 49.00 -	$ 1,617.00 -
			TOTAL COST:	$ 612,917.50 -

Proposer may submit a schedule of additional positions, with corresponding hourly rates on the form below.
Proposer must attach a job description for each additional position submitted. EXAMPLES SHOWN BELOW
THE FEES FOR OTHER POSITIONS ARE FOR FUTURE USE IF NECESSARY BY THE CITY. THEY WILL NOT BE A FACTOR IN THE EVALUATION F COST
The hourly rates shall include all costs, including but not limited to applicable insurance, overhead and profit ,travel, fuel, lodging, tolls, transportation and out-of-pocket expenses.

ITEM #	ADDITIONAL POSITION(S) IF REQUIRED	ESTIMATED HOURS	HOURLY RATE	EXTENDED COST
1	Operations Manager	1,000	$ -	$ -
2	FEMA Coordinator	667	$ -	$ -
3	Scheduler/Expediter	167	$ -	$ -
4	Computer Analyst	33	$ -	$ -
5	Environmental Specialist	83	$ -	$ -
6	Project Inspectors (Citizen Site Monitors)	1,667	$ -	$ -
7	Project Inspectors (Load Ticket/Data Entry Clerks/QA/QC)	1,667	$ -	$ -
8	Billing/Invoice Analysts	833	$ -	$ -
9	Administrative Assistants	833	$ -	$ -
10	Field Coordinators (Crew Monitors)	10,000	$ -	$ -
	LIST ANY OTHERS NOT SHOWN		$ -	$ -
1			$ -	$ -
2			$ -	$ -
3			$ -	$ -
4			$ -	$ -
5			$ -	$ -
6			$ -	$ -
7			$ -	$ -
8			$ -	$ -
9			$ -	$ -

This document must be completed and returned with your Submittal

SECTION 5

REQUIRED FORMS & CERTIFICATIONS

Thompson has completed and included the following forms and documents in the subsequent pages of this section.

- Form 7.1: Bid Submittal Checklist
- Form 7.2: Vendor's Acknowledgement Form
- Form 7.3: Addendum and Change Order Procedure Acknowledgement
- Form 7.4: Drug-Free Preference Statement
- Form 7.5: Sworn Statement on Public Entity Crimes
- Form 7.6: Anti-Collusion Form
- Form 7.7: Authorized Signatures/Negotiators
- Form 7.8: Statement of Vendor's Qualifications
- Form 7.9: Professional References for Previous Experience
- Form 7.10: Certificate as to Corporate Principal
- Form 7.11: Listing of Subcontractors
- FEMA Attachment
- Appendix: Conflict of Interest Disclosure
- Appendix: Ethics Clause and Certification Regarding Lobbying
- Sunbiz Entity Report
- Bid Bond
- Certificate of Insurance

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

__x__ Form 7.2 – **Vendor's** Acknowledgement

__x__ Form 7.3 – Addendum and Change Order Procedure Acknowledgement

__x__ Form 7.4 – Drug Free/Tie Preference Statement

__x__ Form 7.5 – Public Entity Crimes Statement

__x__ Form 7.6 – Affidavit of Anti-Collusion

__x__ Form 7.7 – Authorized Signatures/Negotiators

__x__ Form 7.8 – **Statement of Vendor's** Qualifications

__x__ Form 7.9 – Professional References for Previous Experience

__x__ Form 7.10 – Certificate as to Corporate Principal

__x__ Form 7.11 – Listing of Subcontractors

__x__ FEMA ATTACHMENTS

__x__ Attachment 1 – Bid Proposal

__x__ Copy of License (Contractor, Sunbiz, etc.)

__x__ BID BOND

__x__ **Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or flash drive) version in PDF format.**

BY: Thompson Consulting Services, LLC
Name of Business

Authorized Signature

6/1/2020
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):

_____

_____

Thompson Consulting Services, LLC NAME OF BUSINESS	1135 Townpark Ave, Suite 2101 MAILING ADDRESS
 AUTHORIZED SIGNATURE	Lake Mary, FL 32746 CITY, STATE & ZIP CODE
Jon Hoyle, President NAME, TITLE, TYPED	407-792-0018 / 407-878-7858 TELEPHONE NUMBER / FAX NUMBER
45-2015453 FEDERAL IDENTIFICATION #	jhoyle@thompsoncs.net **E-MAIL ADDRESS**

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of X physical presence or ____ online notarization, this 1st day of June, 20 20 by Jon Hoyle, as President of Thompson Consulting Services, LLC, a limited liability company. He or she is X personally known or ____ produced _____ as identification.

BRIANA GARDNER
Notary Public - State of Florida
Commission # GG 936362
My Comm. Expires Feb 29, 2024
Bonded through National Notary Assn.

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

This document must be completed and returned with your Submittal

FORM 7.3 – 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 # No.1 Date: 6/3/2020 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:

****

Thompson Consulting Services, LLC
Name of Business

By: _____
Printed Name: Jon Hoyle
Title: President

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of physical presence *physical presence or* _____ *online notarization, this* 4th *day of* June, *20* 20, *by* Jon Hoyle *who is personally known to me or who produced* personally known *as identification.*

My Commission Expires: 2/29/2024

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

This document must be completed and returned with your Submittal

BRIANA GARDNER
Notary Public - State of Florida
Commission # GG 936362
My Comm. Expires Feb 29, 2024
Bonded through National Notary Assn.

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.

Thompson Consulting Services, LLC
Name of Business

By: _____

Printed Name: Jon Hoyle

Title: President

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of physical presence *physical presence or* _____ *online notarization, this* 1st *day of* June, *20* 20, *by* Jon Hoyle *who is personally known to me or who produced* personally known *as identification.*

My Commission Expires: 2/29/2024

Briana Gardner

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

BRIANA GARDNER
Notary Public - State of Florida
Commission # GG 936362
My Comm. Expires Feb 29, 2024
Bonded through National Notary Assn.

This document must be completed and returned with your Submittal

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, personallyappeared affiant Jon Hoyle, who, being by me first duly sworn, made the following statement:

1. The business address of Thompson Consulting Services, LLC (name of Offeror or business) is 1135 Townpark Avenue, Suite 2101 Lake Mary, FL 32746.

2. My relationship to Thompson Consulting Services, LLC (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.)**

Thompson Consulting Services, LLC
Name of Business

By: _____

Printed Name: Jon Hoyle

Title: President

STATE OF Florida

COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of physical presence *physical presence or* _____ *online notarization, this* 1st *day of* June, *20* 20, *by* Jon Hoyle *who is personally known to me or who produced* personally known *as identification.*

My Commission Expires: 2/29/2024

_____ Briana Gardner

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: Thompson Consulting Services, LLC

SIGNED BY: _____

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

PRINTED SIGNATURE: Jon Hoyle

TITLE: President

ADDRESS: 1135 Townpark Avenue, Suite 2101

CITY: Lake Mary, STATE: FL ZIP CODE: 32746

TELEPHONE: 407-792-0018 FAX: 407-878-7858

COMPLETION TIME: 6/1/2020

F.E.I.N. NUMBER: 45-2015453

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): _____

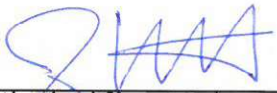
_____

This document must be completed and returned with your Submittal

FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

Name	Title	Phone #
Jon Hoyle	President	407-792-0018
Nate Counsell	Executive Vise President	407-792-0018



(Authorized Signature)

Jon Hoyle

(Print Name of Authorized Signature)

This document must be completed and returned with your Submittal

FORM 7.8 – STATEMENT OF VENDOR'S QUALIFICATIONS

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. Please see attached for additional information

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 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.

Thompson Consulting Services, LLC
Name of Business

By: _____
Printed Name: Jon Hoyle
Title: President

STATE OF Florida
COUNTY OF Seminole

The foregoing instrument was acknowledged before me by means of physical presence *physical presence or* _____ *online notarization, this* 1st *day of* June, 20 20, *by* Jon Hoyle *who is personally known to me or who produced* personally known *as identification.*

My Commission Expires: 2/29/2024

_____ Briana Gardner
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

ADDITIONAL INFORMATION

A. Name of Vendor: Thompson Consulting Services, LLC

B. Permanent main office address: 1135 Townpark Avenue, Suite 2101 Lake Mary, FL 32746

C. Date organized: 2011* See Section 1 for more details.

D. If a corporation, where incorporated: Limited Liability Company – Delaware

E. How many years have you been engaged in the contracting business under your present firm or trade name?

- 9 years* See Section 1 for more details.

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)

- See Section 2 for current contract list.

G. General character of work performed by your company.

- Disaster debris monitoring and management; grant management; financial recovery services

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. See Section 1 for more details.

K. List your major equipment currently owned or leased. See Section 2 for more details.

L. Experience in work similar to this type of project. See Section 1 for more details.

M. Background and experience of the principal members of your organization, including the officers. See Section 2 for more details.

N. Credit currently available: $ 6,000,000

O. Give bank reference:

- Tommy B. Faust, Jr. |President - Mobile/Baldwin County
  Trustmark National Bank
  107 St Francis Street
  Mobile, AL 36602
  (251) 431-7831 DIRECT | (251) 929-2894 DIRECT | (251) 379-4697 MOBILE
  tfaust@trustmark.com

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? Yes

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that they 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 three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: City of Daytona Beach, Florida
   Contact Person: David Waller, Deputy Works Director
   City, State: Daytona Beach, FL
   Telephone Number: 386-671-8681
   Email Address: wallerd@codb.us
   Description of goods or
   Services provided: Debris removal monitoring and FEMA grant managment
   Contract Amount: $ 522,663.51
   Start/End Date of Contract: October 2016 - March 2017

2. Company Name: City of Vero Beach, Florida
   Contact Person: Donald Dexter, Public Works Manager
   City, State: Vero Beach, FL
   Telephone Number: 772-978-4800
   Email Address: ddexter@covb.org
   Description of goods or
   Services provided: Hurricane Irma disaster debris removal monitoring
   Contract Amount:
   Start/End Date of Contract: September - December 2017

3. Company Name: City of Fort Lauderdale, Florida
   Contact Person: Melissa Doyle, Program Manager - Solid Waste and Recycling
   City, State: Fort Lauderdale, FL
   Telephone Number: 954-828-6111
   Email Address: mdoyle@fortlauderdale.gov
   Description of goods or
   Services provided: Disaster debris removal monitoring
   Contract Amount: $ 1,200,000.00
   Start/End Date of Contract: September - December 2017

This document must be completed and returned with your Submittal.

(Form 7.9 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The bidder proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract and as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract. The Owner reserves the right to check references and confirm information provided herein.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1	Jason Fournier - Pubic Utilities Manager	239-533-8920	Y	4	Disaster debris removal monitoring
2	Roshaunda Bradley - Administrative Services Mgr.	850-606-1542	Y	4	Disaster debris removal monitoring
3	John Anguilli- Director	386-736-5965	Y	4	Disaster debris removal monitoring, cost recovery, grant management

This document must be completed and returned with your Submittal.

FORM 7.10 – CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Nate Counsell, certify that I am the Executive Vice President secretary of the corporation named as Principal in the within Bid Bond; that Jon Hoyle President, who signed the said Bid Bond on behalf of the Principal, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

Signature

AFFIX CORPORATE SEAL

This document must be completed and returned with your Submittal

FORM 7.11 – LISTING OF SUBCONTRACTORS

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. The successful Vendor shall not substitute subcontractors without approval from the City of Port Orange Department Head. Vendor shall attach additional sheets as necessary. None

Subcontractor No. 1

Name:_____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name:_____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name:_____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name:_____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name:_____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in the contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

16. Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in the agreement.

17. Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

18. Termination for Default or Convenience: Please see the contract attached to this solicitation.

19. Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

20. Prohibition on utilization of cost plus a percentage of cost contracts: The City will not award contracts containing Federal funding on a cost plus percentage of cost basis.

21. Prohibition on utilization of time and material type contracts: The City will not award contracts based on a time and material basis unless the strict federal requirements regarding time and material contract are met.

22. DHS Seal, LOGO, and Flags The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

[Remainder of this page intentionally left blank]

As the person authorized to sign this statement, I certify that this contractor complies/will comply fully with the above requirements.

STATE OF Florida
COUNTY OF Seminole

Date: 6/1/2020

Contractor/Firm: Thompson Consulting Services, LLC

By: _____
Printed Name/Title: Jon Hoyle, President

The foregoing instrument was acknowledged before me by means of x physical presence or ____ online notarization, this 1st day of June, 2020, by Jon Hoyle, as President of Thompson Consulting Services, LLC, a limited liability company. He or she is x personally known or ____ produced _____ as identification.

_____ Briana Gardner
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

BRIANA GARDNER
Notary Public - State of Florida
Commission # GG 936362
My Comm. Expires Feb 29, 2024
Bonded through National Notary Assn.

APPENDIX: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

PRIMARY COVERED TRANSACTIONS

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
   d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

STATE OF Florida
COUNTY OF Seminole

Date: 6/1/2020

Contractor/Firm: Thompson Consulting Services, LLC

By: _____
Printed Name/Title: Jon Hoyle, President

The foregoing instrument was acknowledged before me by means of x physical presence or ____ online notarization, this 1st day of June, 2020, by Jon Hoyle, as President of Thompson Consulting Services, LLC, a limited liability company. He or she is x personally known or ____ produced _____ as identification.

Briana Gardner
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration

BRIANA GARDNER
Notary Public - State of Florida
Commission # GG 936362
My Comm. Expires Feb 29, 2024
Bonded through National Notary Assn.

APPENDIX : CONFLICT OF INTEREST DISCLOSURE

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Contractor must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of the City. All firms must disclose the name of any City officer or employee who owns, directly or indirectly, an interest in the Contractor's **firm or any of its branches or affiliates. All** Contractor must also disclose the name of any employee, agent, lobbyist, previous employee, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Council in connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Officer or Employee of the City:

None _____ _____

_____ _____

Name of Officer or Employee that owns **any interest** in Contractor's firm:

None _____ _____

_____ _____

STATE OF Florida
COUNTY OF Seminole

Date: 6/1/2020

Contractor/Firm: Thompson Consulting Services, LLC

By: _____
Printed Name/Title: Jon Hoyle, President

The foregoing instrument was acknowledged before me by means of x physical presence or ____ online notarization, this 1st day of June, 2020, by Jon Hoyle, as President of Thompson Consulting Services, LLC, a limited liability company. He or she is x personally known or ____ produced _____ as identification.

_____ Briana Gardner
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration

BRIANA GARDNER
Notary Public - State of Florida
Commission # GG 936362
My Comm. Expires Feb 29, 2024
Bonded through National Notary Assn.

APPENDIX: ETHICS CLAUSE AND CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENT

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, **"Disclosure Form to Report Lobbying,"** in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

STATE OF Florida
COUNTY OF Seminole

Contractor/Firm: Thompson Consulting Services, LLC

Date: 6/1/2020

By: _____
Printed Name/Title: Jon Hoyle, President

The foregoing instrument was acknowledged before me by means of x physical presence or ____ online notarization, this 1st day of June, 20 20 by Jon Hoyle, as President of Thompson Consulting Services, LLC, a limited liability company. He or she is x personally known or ____ produced _____ as identification.

Briana Gardner
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration

BRIANA GARDNER
Notary Public - State of Florida
Commission # GG 936362
My Comm. Expires Feb 29. 2024
Bonded through National Notary Assn.

Detail by Entity Name

Foreign Limited Liability Company
THOMPSON CONSULTING SERVICES, LLC

Cross Reference Name

THOMPSON CONSULTING SERVICES, LLC

Filing Information

Document Number	M11000002276
FEI/EIN Number	45-2015453
Date Filed	05/05/2011
State	DE
Status	ACTIVE
Last Event	DROPPING DBA
Event Date Filed	01/20/2012
Event Effective Date	NONE

Principal Address

1135 TOWNPARK AVE STE 2101
LAKE MARY, FL 32746-4790

Changed: 04/10/2013

Mailing Address

1135 TOWNPARK AVE STE 2101
LAKE MARY, FL 32746-4790

Changed: 04/10/2013

Registered Agent Name & Address

VCORP SERVICES, LLC
5011 SOUTH STATE ROAD 7, SUITE 106
DAVIE, FL 33314

Address Changed: 09/21/2011

Authorized Person(s) Detail

Name & Address

Title MGR

COUNSELL, NATHANIEL T
1135 Townpark Avenue
Ste 2101

Lake Mary, FL 32746

Title MGR

HOYLE, JON M
1135 Townpark Avenue
Ste 2101
LAKE MARY, FL 32746

Title MGR

MANNING, MICHAEL V
2970 COTTAGE HILL ROAD
MOBILE, AL 36606

Title MGR

BAKER, JOHN, III
2970 COTTAGE HILL ROAD
MOBILE, AL 36606

Title MGR

SHUMOCK, JAMES H
2970 COTTAGE HILL ROAD
MOBILE, AL 36606

Annual Reports

Report Year	Filed Date
2018	03/28/2018
2019	04/22/2019
2020	05/21/2020

Document Images

05/21/2020 -- ANNUAL REPORT	View image in PDF format
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03/28/2018 -- ANNUAL REPORT	View image in PDF format
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03/07/2016 -- ANNUAL REPORT	View image in PDF format
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06/09/2014 -- ANNUAL REPORT	View image in PDF format
04/10/2013 -- ANNUAL REPORT	View image in PDF format
04/05/2012 -- ANNUAL REPORT	View image in PDF format
01/20/2012 -- Dropping Alternate Name	View image in PDF format
05/05/2011 -- Foreign Limited	View image in PDF format

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that Thompson Consulting Services, LLC, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 1135 Townpark Ave, Ste 2101, Lake Mary, FL32746 Tel.:321-249-9976, (hereinafter called "PRINCIPAL"), and Western Surety Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 151 N. Franklin Street, Chicago, IL 60606, Tel.: 615-804-4777 (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of Five Percent (5%) of the Amount Bid---------- dollars and (_____)/100 ($_____), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated June 9, 2020, for:

Project Name / Bid No.: ITB #20-07 - Disaster Debris Monitoring Services

Project Address: City of Port Orange, Florida

Legal Description: N/A

Description of Work: Disaster Debris Monitoring Services and Fixed Site Monitoring Services to assist the City with Disaster Debris Monitoring Services

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this 9th day of June, A.D. 2020, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL: Thompson Consulting Services, LLC

Signature

Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary *(Affix Corporate Seal)*

WITNESSESS:

SURETY: Western Surety Company

Attorney-in-Fact (signature)

Kathleen Scarborough, Attorney-In-Fact, FL Non-Resident Agent
Name & Title

Lenita W. Wright - Bowen, Miclette & Britt of Florida, LLC
Name of Local Resident Agent

1020 N. Orlando Ave., Ste. 200
City, State, Zip

Maitland, FL 32751
Telephone: 407-551-0108
A.M. Best No.: 000974 *NAIC No. :* 13188

ATTEST:

Signature

Corporate Secretary *(Affix Corporate Seal)*

STATE OF Mississippi
COUNTY OF Harrison

Before me this day personally appeared Kathleen Scarborough *(affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the* Western Surety Company *(corporate surety) and that this person has been authorized by* Western Surety Company *(corporate surety) to execute the forgoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.*

Signature of Affiant

Sworn to / Affirmed and subscribed before me this 9th *day of* June, *20*20, *by* Kathleen Scarborough, *who is personally known to me or who produced* _____ *as identification.*

NOTARY PUBLIC - STATE OF

Type or print name: Susan M. Skrmetta

Commission No.:

Commission Expires:

(Seal)

STATE OF MISSISSIPPI SUSAN M. SKRMETTA NOTARY PUBLIC HARRISON COUNTY

END OF BID BOND

This document must be completed and returned with your Submittal

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

John B Sneed, Patrick Thomas Mason, Lisa R Butler, Joseph Russell Beattie, Individually, of Gulfport, MS
Jim E Brashier, Troy P Wagener, Loren Richard Howell, Jr, Kathleen Scarborough, Dewey B Mason, Susan Skrmetta, Individually, of Biloxi, MS
Ross Bell, Richard Teb Jones, Mary J Norval, David Robin Fortenberry, Kim Barhum, Individually, of Hattiesburg, MS
Sharon Tuten, Chris Boone, Individually, of Jackson, MS
John Nance, Individually, of Tupelo, MS
Andrew P Underwood, Individually, of Mobile, AL

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 20th day of May, 2019.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota
County of Minnehaha } ss

On this 20th day of May, 2019, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021

J. MOHR
NOTARY PUBLIC SOUTH DAKOTA

J. Mohr, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of June, 2020.

WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

WESTERN SURETY COMPANY
Sioux Falls, South Dakota
Statement of Net Admitted Assets and Liabilities
December 31, 2019

ASSETS

Bonds		$ 1,943,152,245
Stocks		27,166,227
Cash, cash equivalents, and short-term investments		27,903,793
Receivables for securities		-
Investment income due and accrued		17,854,019
Premiums and considerations		56,706,652
Amounts recoverable from reinsurers		1,307,522
Current federal and foreign income tax recoverable and interest hereon		2,678,469
Net deferred tax asset		11,798,536
Receivable from parent, subsidiaries, and affiliates		12,821,583
Other assets		601
Total Assets		$ 2,101,389,646

LIABILITIES AND SURPLUS

Losses		$ 206,051,147
Loss adjustment expense		52,124,445
Commissions payable, contingent commissions and other similar charges		9,862,381
Other expenses (excluding taxes, license and fees)		3,624
Taxes, License and fees (excluding federal and foreign income taxes)		3,875,999
Federal and foreign income taxes payable		-
Unearned premiums		248,521,840
Advance premiums		6,112,006
Ceded reinsurance premiums payable (net of ceding commissions)		1,673,524
Amounts withheld or retained by company for account of others		5,332,206
Provision for reinsurance		290,516
Payable to parent, subsidiaries and affiliates		2905
Payable on security transactions		-
Other liabilities		97,836
Total Liabilities		$ 533,948,430

Surplus Account:		
Common stock	$ 4,000,000	
Gross paid in and contributed surplus	280,071,837	
Unassigned funds	1,283,369,380	
Surplus as regards policyholders		$ 1,567,441,217
Total Liabilities and Capital		$ 2,101,389,646

I, Amy Smith, Senior Vice President of Western Surety Company hereby certify that the above is an accurate representation of the financial statement of the Company dated December 31, 2019, as filed with the various Insurance Departments and is a true and correct statement of the condition of Western Surety Company as of that date.

Western Surety Company

By _____
Senior Vice President

Subscribed and sworn to me this 11th day of March, 2020.

My commission expires:

YOLANDA JIMENEZ
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires
September 24, 2021

By _____
Notary Public

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/31/2019

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

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

PRODUCER BXS Insurance P.O. Drawer 228 Biloxi MS 39533	CONTACT NAME: Patty Savage PHONE (A/C, No, Ext): 228-374-2000 FAX (A/C, No): 228-863-1957 E-MAIL ADDRESS: patty.savage@bxsi.com
INSURED THOMINC-03 Thompson Consulting Services, LLC 1135 Townpark Ave, Ste. 2101 Lake Mary FL 32746	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Scottsdale Insurance Co 41297 INSURER B : Transportation Insurance Company 20494 INSURER C : Continental Casualty Company 20443 INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 1510065356 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			VRS0004286	1/1/2020	1/1/2021	EACH OCCURRENCE	$ 5,000,000
	[ ] CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC						PRODUCTS - COMP/OP AGG	$ 5,000,000
	[ ] OTHER:							$
B	AUTOMOBILE LIABILITY			2097385745	1/1/2020	1/1/2021	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	[ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR						EACH OCCURRENCE	$
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$
	[ ] DED [ ] RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N			2097385843	1/1/2020	1/1/2021	X PER STATUTE [ ] OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
A	Professional Liab Contractors Pollution Liability			VRS0004286	1/1/2020	1/1/2021	Per Claim/Agg Per Claim/Agg	$5 mil/$10 mil $5 mil/$10 mil

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

CERTIFICATE HOLDER

EVIDENCE OF COVERAGE
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
X
XXXXXXXXXXXXXXXXXXXX -

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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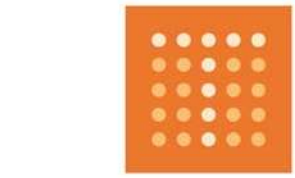


thompson

CONSULTING SERVICES

BID FOR

Disaster Debris Monitoring Services - FEMA ITB #20-07

City of Port Orange, Florida

TETRA TECH

complex world | CLEAR SOLUTIONS™

Electronic | June 2020

TETRA TECH

June 9, 2020

Mr. David Van Valkenburgh, Purchasing Agent
City of Port Orange City Clerk's Office – Finance Department
1000 City Center Circle
Port Orange, Florida 32129

Subject: ITB# 20-07 Disaster Debris Monitoring

Dear Mr. Van Valkenburgh and Members of the Evaluation Committee,

Tetra Tech, Inc. (Tetra Tech) is pleased to submit the enclosed proposal in response to the City of Port Orange (City) request for proposals for disaster debris monitoring services. Our team of disaster recovery experts offers a unique integration of mitigation, emergency preparedness and planning, and disaster response and recovery management services, providing end-to-end solutions for the City. We are one of the leading firms in the nation in the field of disaster response and recovery and are well suited to assist the City for the following reasons:

- **Nationally Recognized Leader in Disaster Recovery.** Our team has successfully assisted *over 300 local and state government clients across the nation* with planning for and recovering from natural and human-caused disasters and has extensive experience successfully managing multiple disaster response and recovery operations across the United States simultaneously. Our team has overseen and managed the recovery of *over 120 million cubic yards (CYs) of debris*, resulting in excess of *$6 billion in reimbursable costs* to our clients. We have served as the ground-zero debris monitoring consultant for many clients affected by our nation's most catastrophic natural disasters, including communities in Florida (Hurricanes Michael, Irma and Matthew); Texas (Hurricane Harvey); California (Wildfires); North Carolina and Virginia (Hurricane Irene); North Carolina and South Carolina (Hurricane Florence), South Carolina (Hurricane Matthew); New Jersey (Hurricane Sandy); and Colorado (Flooding).
- **Immediate Response Capability.** With disaster response and recovery experts located throughout the state, Tetra Tech can stage a full-scale mobilization in the City within hours of a disaster. Our team has never failed to respond to a client's needs, providing each community with a dedicated project team. In 2017, *Tetra Tech successfully deployed more than 6,000 field staff throughout the country* to respond to clients affected by Hurricane Irma in Florida, Hurricane Harvey in Texas, Hurricane Maria in Puerto Rico, and multiple wildfires in California. Our simultaneous response to several disasters is proof that we have the staff, resources, and expertise to respond to the City's post-disaster needs. Tetra Tech stands ready to work with the City as a trusted partner who will respond immediately and provide high-quality services throughout the engagement.
- **Extensive Experience in the City of Port Orange and Throughout the State of Florida.** Following Hurricane Matthew, *Tetra Tech monitored over 428,000 cubic yards of debris and the removal of over 6,000 hazardous hanging limbs and leaning trees in the City of Port Orange*. Additionally, Tetra Tech provided the City of Port orange with FEMA public Assistance consulting services. Most recently, following Hurricane Irma, Tetra Tech partnered with the City to monitor the removal of over 100,000 cubic yards of debris. Since 2004, our team has monitored the collection and removal of almost *60 million CY of debris in Florida* and have assisted numerous communities in Florida with response and recovery efforts after Hurricanes Charley, Frances, Jeanne, Ivan, Dennis, Katrina, Wilma, and most recently, Matthew, Irma and Michael. In addition, our team has assisted communities after a variety of other disasters, including tropical storms, tornadoes, fires, and floods. Tetra Tech is proud of our experience in Florida and is committed to successfully managing all phases of debris monitoring for our clients after a debris-generating event. *We have 22 offices in Florida, including our Response and Recovery Division headquarters in Maitland.* Tetra Tech is available to the City before, during, and after a disaster.
- **Dedicated Project Management Team.** To provide the City with the most experienced management team assigned to its disaster management mission, we have assembled a team of nationally recognized experts in the field of response and recovery. Leading Tetra Tech Disaster Recovery is *Mr. Jonathan Burgiel, a 30+-year veteran of the industry who is one of the nation's leading experts in disaster debris monitoring and*

Tetra Tech, Inc.
2301 Lucien Way, Suite 120, Maitland, FL 32751
Tel 321-441-8500 Fax 321-441-8501 tetratech.com

Federal Emergency Management Agency (FEMA) reimbursement. Mr. Burgiel has helped hundreds of communities throughout Florida and the nation with preparing for and responding to hurricanes and other natural disasters. Additionally, James Ward, our proposed regional project manager, has extensive experience in disaster debris project management support, including experience in the City of Port Orange.

- **RecoveryTrac™ Automated Debris Management System (ADMS) Technology.** RecoveryTrac™ allows our staff to monitor and manage a recovery effort electronically, increasing productivity while decreasing fraud, human error, and cost. Tetra Tech successfully utilized RecoveryTrac™ in the City of Port Orange following Hurricanes Irma and Matthew to provide real-time debris collection tracking, segregating, and debris hauler invoice reconciling from debris removal firms. *RecoveryTrac™ is one of only three systems validated by the United States Army Corps of Engineers (USACE) and is the ADMS preferred by the USACE debris contractors.* The specifications set forth by the USACE are designed to support the largest and most devastating disasters. In fact, *Tetra Tech's USACE response to the California wildfires in 2017/2018 was the largest ADMS activation in U.S. history.*

Tetra Tech would be honored to serve as the City's disaster debris monitoring services provider. We are fully prepared to provide the high-quality service the City expects. For questions regarding this response, please contact the representatives listed below. As an authorized representative of the firm, I am authorized and empowered to sign this proposal and bind the firm in contractual commitments.

Technical representative:
Ms. Anne Cabrera
2301 Lucien Way, Suite 120, Maitland, FL 32751
954-559-4951 | 321-441-8501 (f)
anne.cabrera@tetratech.com

Contractual representative:
Ms. Betty Kamara
2301 Lucien Way, Suite 120, Maitland, FL 32751
407-803-2551 | 321-441-8501 (f)
betty.kamara@tetratech.com

Sincerely,
Tetra Tech, Inc.

Jonathan Burgiel
Business Unit President - Tetra Tech Disaster Recovery

Table of Contents

Qualifications of the Firm ..... SECTION 1

- Project Profiles
- Good Faith Efforts

Qualifications of Staff ..... SECTION 2

- Résumés

Technical Approach ..... SECTION 3

Required Forms ..... SECTION 4

- Form 7.1 Bid Submittal Checklist
- Form 7.2 Vendor's Acknowledgment
- Form 7.3 Addendum and Change Order Procure Acknowledgment
- 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 Authorized Signatures/Negotiators
- Form 7.8 Statement of Vendor's Qualifications
- Form 7.9 Professional References for Previous Experience
- Form 7.10 Certificate as to Corporate Principal
- Form 7.11 Listing of Subcontractors
- FEMA Attachments
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Conflict of Interest Disclosure
- Ethics Clause and Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreement
- Attachment 1 – Bid Proposal
- Copy of License (Contractor, Sunbiz, etc.)
- Bid Bond

Qualifications Of The Firm

Description and History of the Firm

Tetra Tech, Inc. (Tetra Tech) is a leading provider of consulting, engineering, and technical services worldwide. Founded in 1966, Tetra Tech is one of the leading firms in the nation in the field of disaster management and homeland security, with millions of dollars in revenue coming from contracts in such diverse areas as infrastructure hardening and protection; disaster recovery; emergency management, planning, and preparedness; community resilience; and grant management. Tetra Tech supports government and commercial clients by providing innovative solutions to complex problems focused on water, environment, energy, infrastructure, and natural resources. With 20,000 employees worldwide, Tetra Tech's capabilities span the entire project life cycle.

Key Features

19
Years in Disaster Recovery

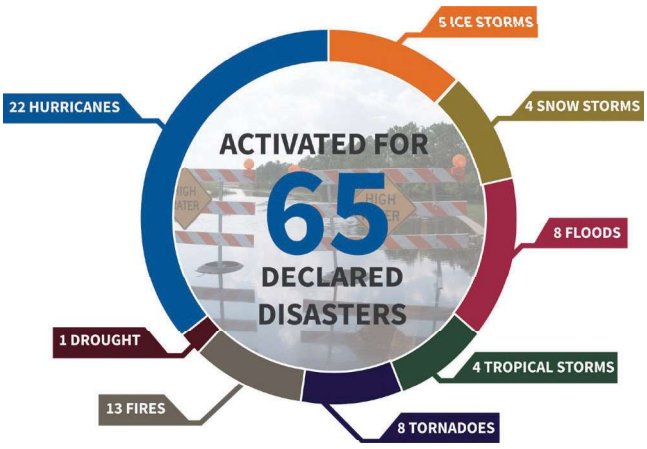
300+
Clients Assisted

> $6B
Reimbursed to clients

120M
Cubic yards of Disaster Debris Monitored

Dedicated to helping state and local governments plan for and recover from natural and human-caused disasters, our staff members offer a field-tested and proven methodology for emergency readiness, continuity planning, and disaster recovery. ***Our team is recognized for its ability to quickly respond to a broad range of emergencies, allowing our clients to return to the business of running their day-to-day operations.***

Likewise, our team's understanding of the Federal Emergency Management Agency (FEMA), the Federal Highway Administration (FHWA) (including recent changes), and other reimbursement agencies' requirements for eligibility, documentation, and reimbursement helps clients receive the maximum reimbursement allowed. ***Our team has obtained over $6 billion in reimbursement funds for our clients*** from federal agencies such as FEMA, FHWA, and the Natural Resources Conservation Service (NRCS). In total, our team has successfully managed the removal of and reimbursement for over ***120 million cubic yards (CYs) of debris*** as well as the ***demolition of over 12,500 uninhabitable residential and commercial structures.***



Within our proposal, we demonstrate that:

- We are duly qualified to perform the scope of work outlined in the City of Port Orange's request for proposal, as evidenced by our staff's extensive qualifications for many of the nation's most catastrophic disasters and our team's previous experience with disaster recovery in Florida over the past 16 years, including recovery services for the City following multiple disasters.
- We are committed to providing the City with skilled resources within the time frames specified by the City as evidenced by the depth of experience of our senior management team and project management team.
- We offer a proven and successful technical and management approach that has been refined in disaster activations across the United States, including 23 projects with over 1 million CYs of debris, as evidenced by our team's detailed scope of work and significant work history in the disaster response marketplace and within Florida.
- The backbone of our disaster debris recovery program is our senior management team's foundation in the solid waste industry. For nearly 15 years, Mr. Jonathan Burgiel, a 30+-year industry veteran, has worked with a team

of highly skilled professionals to design and develop a proven approach that has been battle-tested and refined over 64 activations across the United States.

- As a global engineering firm with over 3.1 billion in annual revenues, we have the financial resources and cash flow to support a large, long-term recovery effort.
- We offer detailed reporting, real-time debris collection tracking, and mapping capabilities that are driven by our RecoveryTrac™ automated debris management system (ADMS) technology, which allows our staff to monitor and manage a recovery effort electronically in addition to increasing productivity while decreasing fraud, human error, and cost to the City. Additionally, RecoveryTrac™ geoportals and systems have been utilized in the City following past events.

Knowledge and Expertise in Debris Management

Recent Debris Monitoring Experience

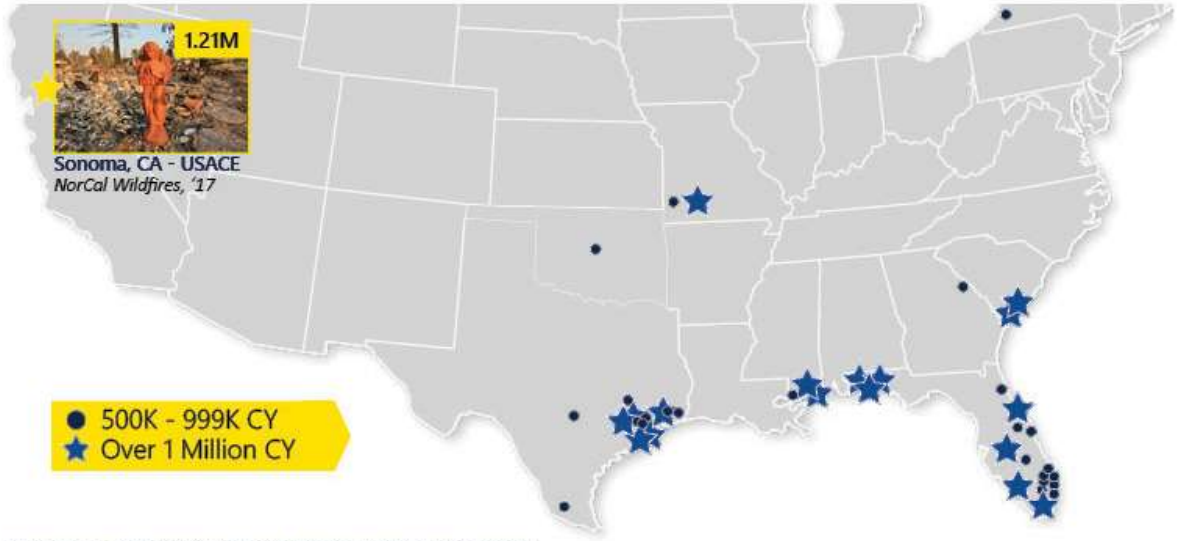
Our team has vast experience providing disaster management, recovery, and consulting services to state and local government agencies. Our approach includes partnering with our clients to establish and test the necessary plans and procedures before a disaster strikes and assisting with disaster response and recovery operations as well as post-disaster grant management. Exhibit 1-1 provides an abbreviated experience matrix for projects conducted since 2001. *Profiles and references from specific projects are featured later in this section. Tetra Tech can provide additional projects and information upon request.*

Exhibit 1-1: Experience Matrix (2001–2019)

Large-Scale Debris Monitoring Experience

Tetra Tech takes great pride in the reliability of our service. Clients count on us to respond in their time of need, and we deliver. Our team has never failed to respond to our clients' deployment and mobilization needs, regardless of location or type of disaster. Our services under these engagements included environmental permitting, temporary debris storage and reduction sites (TDSRS) monitoring, contractor invoice reconciliation, and federal grant reimbursement support.

Exhibit 1-2: Large Project Experience



Summary of Projects Over 1 Million (M) Cubic Yards

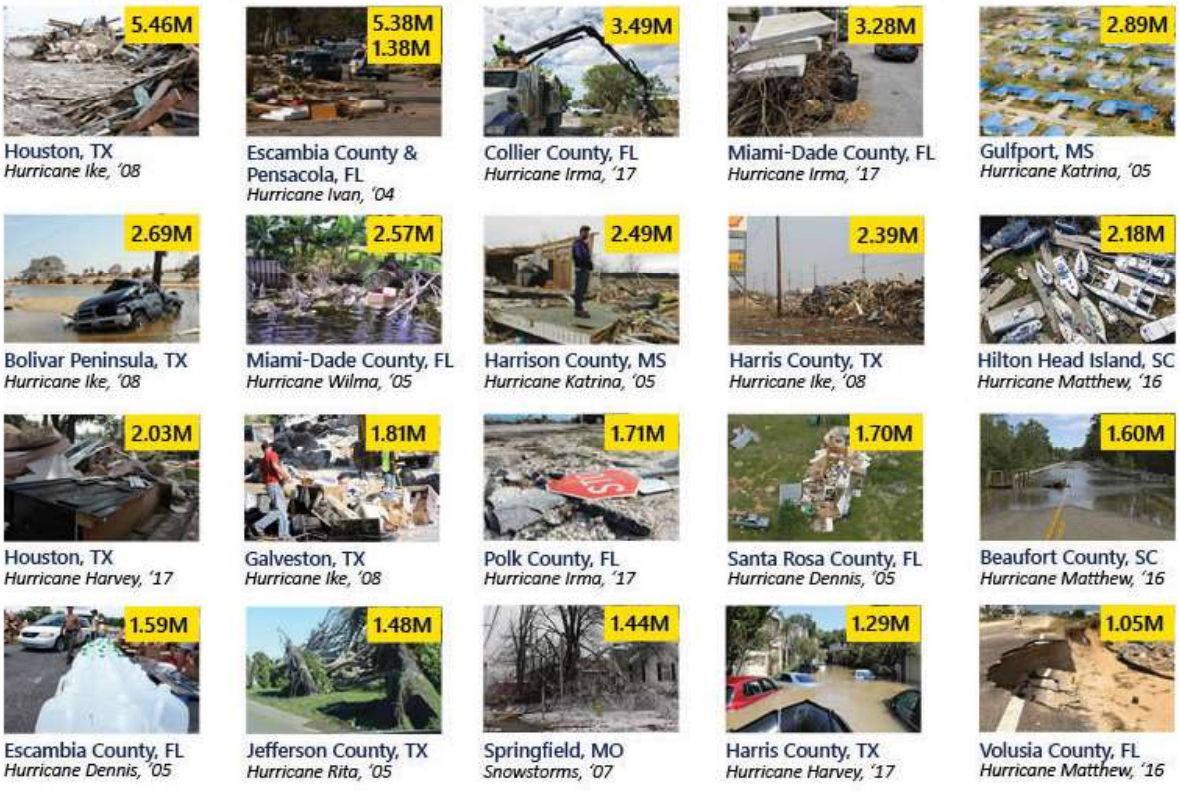


Photo Source | *FEMA.gov*

Florida Debris Monitoring Experience

Our team has assisted numerous communities in Florida with response and recovery efforts following Hurricanes Charley, Frances, Jeanne, Ivan, Dennis, Katrina, Wilma, and most recently Matthew Irma and Michael. The list below summarizes our team's past debris monitoring experience in the State of Florida.

Hurricane Charley (2004)
Total Cubic Yards (CY) of Debris – 1,652,200 | 2 Clients
Lake County | 616,700 CY
City of Orlando | 1,035,500 CY

Hurricane Frances (2004)
Total CY of Debris – 500,000 | 2 Clients
City of Boca Raton | 200,000 CY
City of Orlando | 300,000 CY

Hurricane Ivan (2004)
Total CY of Debris – 7,475,554 | 3 Clients
Escambia County | 5,385,084 CY
Florida Department of Transportation | 708,800 CY
City of Pensacola | 1,381,670 CY

Hurricane Jeanne (2004)
Total CY of Debris – 350,000 CY | 2 Clients
Lake County | 100,000 CY
City of Orlando | 250,000 CY

Hurricane Dennis (2005)
Total CY of Debris – 3,917,267 | 5 Clients
Escambia County | 1,589,182 CY
Monroe County | 200,000 CY
City of Pensacola | 400,000 CY
Santa Rosa County | 1,708,085 CY

Hurricane Katrina (2005)
Total CY of Debris – 9,942,000 | 11 Clients | Representative Clients:
City of Fort Lauderdale | 400,000 CY
City of Hollywood | 360,000 CY
Miami-Dade County | 2,500,000 CY
Monroe County | 200,000 CY
City of Plantation | 450,000 CY

Hurricane Rita (2005)
Total CY of Debris – 4,810,000 | 3 Clients | Representative Clients:
Monroe County | 200,000 CY

Hurricane Wilma (2005)
Total CY of Debris – 8,914,000 | 17 Clients | Representative Clients:
City of Boca Raton | 646,000 CY
City of Fort Lauderdale | 901,000 CY
Miami-Dade County | 3,000,000 CY
City of Pembroke Pines | 930,000 CY
City of Plantation | 811,000 CY

Groundhog Day Tornadoes (2007)
Total CY of Debris – 281,000 | 2 Clients
Lake County | 144,000 CY
Volusia County | 137,000 CY

Tropical Storm Fay (2008)
Total CY of Debris – 50,000 | 3 Clients | Representative Clients:
St. Johns County | 30,000 CY
Leon County | 20,000 CY

Tropical Storm Debby (2012)
Total CY of Debris – 7,253 | 3 Clients | Representative Clients:
Clay County | 3,777 CY
Pasco County | 2,583 CY

Florida Debris Monitoring Projects
by disaster

Since 2004, our team has monitored the collection and removal of more than 60 million cubic yards of debris in Florida.

Hurricane Matthew (2016)
Total CY of Debris – 2,738,106 | 14 Clients | Representative Clients:
Brevard County | 820,779 CY
Flagler County | 129,687 CY
City of Holly Hill | 137,094 CY
City of New Smyrna Beach | 203,981 CY
City of Port Orange | 428,244 CY
St. Johns County | 712,705 CY
Volusia County | 1,058,334 CY

Hurricane Irma (2017)
Total CY of Debris – 21,442,478 | 59 Clients | Representative Clients:
City of Cape Coral | 363,207 CY
Collier County | 3,122,681 CY
Highlands County | 891,782 CY
City of Hollywood | 335,368 CY
City of Miami | 540,305 CY
Maimi-Dade County | 3,559,582 CY
Monroe County | 1,075,134 CY
Polk County | 2,237,547 CY
Seminole County | 821,470 CY

Hurricane Michael (2018)
Total CY of Debris – 9,248,830 | 13 Clients | Representative Clients:
City of Callaway | 561,580 CY
City of Lynn Haven | 1,041,607 CY
City of Parker | 378,240 CY
City of Springfield | 387,676 CY

Experience Coordinating with Federal, State, and Local Funding Sources and Reimbursement Processes

Throughout the course of the hundreds of debris management and grant management projects that our staff has administered for state and local governments across the United States, our team has developed a unique understanding of the FEMA organization and other regulatory agencies' policies and procedures. Our team maintains strong relationships with many of the lead federal coordinating officers, debris specialists, Public Assistance (PA) coordinators and officers, and other staff. Our team also understands the duties and responsibilities of emergency management personnel at the state and local level, which helps us build strong relationships. Our team has worked with hundreds of local government emergency management agencies and dozens of state emergency management organizations following disaster debris-generating events.

Our team has worked closely with FEMA and FHWA staff in the determination of debris eligibility, data requirements, project worksheet/detailed damage inspection report development, auditing of documentation, and reimbursement requirements. This includes providing step-by-step assistance to clients throughout the FEMA reimbursement process.

WHAT DO OUR CLIENTS SAY?

"Your team assisted us with FEMA PA Grant Program application and administration, FHWA ER technical assistance, FEMA HMGP grant application, and HUD CDBG-DR project identification, technical assistance, and application development representing a combined estimated $280 million in federal grants—the largest grant application in Boulder County's history.
Boulder County has been very pleased by the work of your team and would absolutely recommend them to any other state or local government agency in the aftermath of a disaster."

Michelle Krezek, Commissioners' Deputy
Boulder County, Colorado

To maximize PA funding for our clients, our staff members maintain a working relationship with FEMA at the headquarters, regional, and local levels. Constant communication and regular interface with FEMA allows our team to obtain quick responses on disaster-specific guidance and issues.

Additionally, our data management and document storage procedures are tailored to facilitate FEMA review of the generation of project worksheet versions throughout the project. ***Our FEMA appeals and funding specialists have worked with FEMA closeout officers to obtain millions of previously deobligated dollars for communities.***

In the field, our operations managers and field supervisors fully understand FEMA rules and regulations for hand-loaded vehicles; stump, limb, and tree removal at unit rates; volumetric load calls at temporary disposal site locations; and right-of-way (ROW) debris removal eligibility. This allows us to monitor contracts to the smallest detail while concurrently managing and documenting the operation using proven methodologies that maximize FEMA reimbursement. ***Our understanding of reimbursement agencies' requirements for eligibility, documentation, and reimbursement has helped our clients obtain over $6 billion in reimbursement funds from federal agencies such as FEMA, FHWA, and the NRCS.***

Our grant management experts have assisted clients with applying for and retaining grant funds, even after closeout and audit processes. Exhibit 1-3 provides a summary of our experience providing FEMA PA services to local and state governments.

Exhibit 1-3: Recent Grant Funding Experience

Year	Client	Event	Program	Value ($)	Preliminary Damage Request	Develop Request for Public Assistance	Applicant Briefing	Applicant Kickoff Meeting	Site Visits/Inspections	Project Scoping	Project Cost Estimation & Documentation	PW/Application Development	Alternate/Improved/Pilot Program Projects	Project Cost Reconciliation	Interim Inspections	Funding Disbursement	Grant Closeout
2020	Harris County, TX	DR-4855	PA	200,000,000						■	■			■			
2020	Houston, TX	DR-4855	PA	50,000,000						■	■			■			
2019	Harris County, TX	DR 4332	CDBG-DR, CDBG-MIT	1,200,000,000					■	■				■	■	■	
2019	Missouri, State of	DR 4451	PA	2,947,200							■			■		■	■
2019	Missouri, State of	DR 4435	PA	5,664,229							■			■		■	■
2018	Commonwealth of Puerto Rico	DR 4339	PA	60,000,000,000					■	■	■	■	■	■		■	
2018	City of Callaway, FL	DR 4399	PA	50,000,000	■	■	■	■	■	■	■	■	■	■			
2018	City of Lynn Haven, FL	DR 4399	PA	50,000,000	■	■	■	■	■	■	■	■	■	■			
2018	Dougherty County, GA	DR 4400	PA	10,000,000	■	■											
2018	City of Albany, GA	DR 4400	PA	10,000,000	■	■											
2018	Ventura County, CA	DR 4353	PA	100,000,000						■	■	■		■			
2018	Commonwealth of Puerto Rico	DR 4339	PA HMGP	60,000,000,000					■	■	■	■	■	■	■	■	■
2017	City of Houston, TX	DR 4332	PA	2,400,000,000	■	■	■	■	■	■	■	■	■	■			
2017	City of South Daytona, FL	DR 4337	PA	6,000,000			■	■	■	■	■	■	■	■			
2017	Fort Bend County, TX	DR 4332	PA	50,000,000	■	■	■	■	■	■	■	■	■	■			
2017	City of Albany, GA	DR 4294 DR 4297	PA	14,000,000	■	■	■	■	■	■	■	■	■	■			
2017	Dougherty County, GA	DR 4297	PA	12,500,000	■	■	■	■	■	■	■	■	■	■			
2016	South Daytona, FL	DR 4283	PA	1,600,000													
2016	Volusia County, FL	DR 4283	PA	28,000,000	■	■	■	■	■	■	■	■	■	■			
2016	City of Port Orange, FL	DR 4283	PA	16,000,000			■	■		■	■	■		■			
2016	Beaufort County, SC	DR 4284	PA	56,000,000			■	■				■		■			
2015	Richland County, SC	DR 4241	PA HMGP CDBG-DR	4,000,000 8,700,000 23,500,000	■	■	■	■	■	■	■	■	■	■	■	■	
2015	City of Sumter, SC	DR 4241	PA HMGP	13,000,000	■	■	■	■	■	■	■	■					
2015	Lexington County, SC	DR 4241	PA HMGP	1,600,000					■	■	■	■					
2015	Dorchester County, SC	DR 4241	PA	3,500,000	■	■	■	■	■	■	■	■					
2015	Montgomery County, TX	DR 4269 DR 4272	HMGP	15,000,000					■	■	■	■					
2015	Austin County, TX	DR 4269 DR 4272	PA	4,000,000	■	■	■	■	■	■	■	■	■	■			

Year	Client	Event	Program	Value ($)	Preliminary Damage Request	Develop Request for Public Assistance	Applicant Briefing	Applicant Kickoff Meeting	Site Visits/Inspections	Project Scoping	Project Cost Estimation & Documentation	PW/Application Development	Alternate/Improved/Pilot Program Projects	Project Cost Reconciliation	Interim Inspections	Funding Disbursement	Grant Closeout
2015	Waller County, TX	DR 4269 DR 4272	PA	4,000,000	■	■	■	■	■	■	■	■	■	■			
2015	Ascension Parish, LA	DR 4277	PA	20,000,000	■	■	■	■	■	■	■	■	■	■			
2015	Walton County, FL	N/A	FMA	522,000						■	■	■					
2015	Fayette County, GA	DR 4259	PA	3,800,000	■	■	■	■	■	■	■	■	■	■			
2014	City of Napa, CA	DR 4193	PA	2,000,000	■		■	■	■	■	■	■		■			
2014 2015	City of Houston, TX	DR 4223 DR 4269 DR 4272	PA	60,000,000	■	■	■	■	■	■	■	■	■	■			
2013	Boulder County, CO	DR 4193	PA, HMGP	2,000,000			■	■				■					■
2012	State of New Jersey Department of Environmental Protection	DR 4086	PA	30,500,000	■	■	■	■	■	■	■	■	■	■			
2011	Virginia DOT	DR 4023	PA	3,000,000	■	■	■	■	■	■	■	■	■	■	■	■	■
2011	State of Vermont	DR 4022	PA, HMGP	23,000,000	■		■	■	■	■	■	■		■			
2011	State of Connecticut	DR 4023	PA	500,000	■				■	■	■						
2010	Hidalgo County, TX	DR 1931	PA	318,000	■	■	■	■	■	■	■	■	■	■	■		
2009	City of Daytona Beach, FL	DR 1840	HMGP	1,200,000	■	■			■	■	■	■	■	■	■	■	
2009	Volusia County, FL	DR 1840	PA	890,000		■			■	■	■	■	■	■	■		
2009	City of Austell, GA	DR 1858	PA	7,900,000	■	■	■	■	■	■	■	■					
2009	Clark Energy Co-op, KY	DR 1818	HMGP	500,000						■	■			■			■
2009	City of Newport News, VA	DR 1862	PA	280,000	■	■	■	■	■	■	■	■		■			
2009	City of Virginia Beach, VA	DR 1862	PA/SRL	2,000,000					■	■	■	■					
2008	City of Cocoa, FL	DR 1785	PA	200,000					■	■	■	■					
2008	City of Cocoa Beach, FL	DR 1785	PA	15,000					■	■	■	■					
2008	Leon County/ City of Tallahassee, FL	DR 1785	PA	580,000	■					■	■	■		■			
2008	St. Johns County, FL	DR 1785	PA	870,000	■					■	■			■			
2008	Plaquemines Parish, LA	DR 1786	PA	10,000	■	■						■					
2008	Ashburnham Municipal Light Plant, MA	DR 1813	PA	645,000	■		■	■	■	■	■	■		■			
2008	Princeton Municipal Light Department, MA	DR 1813	PA	9,300,000	■		■	■	■	■	■	■		■			
2008	Sterling Municipal Light Dept.	DR 1813	PA	3,900,000	■		■	■	■	■	■	■		■			
2008	City of Alvin, TX	DR 1791	PA	2,100,000					■	■	■	■		■	■	■	■
2008	City of Angleton, TX	DR 1791	PA	6,000,000					■	■	■	■		■	■	■	■
2008	Cameron County, TX	DR 1780	PA	27,000,000	■	■	■	■	■	■	■	■		■	■	■	■
2008	Fort Bend County, TX	DR 1791	PA	15,300,000	■	■	■	■	■	■	■	■		■	■	■	■

Disaster Recovery Program Management Services

As a result of our successful performance on past projects, our team has become a national leader in providing management and support documentation for the following:

- Emergency road clearance
- Curbside debris collection
- Operation of citizen drop-off sites
- Demolition of uninhabitable structures
- Data management and invoice reconciliation
- Execution of private property debris removal (PPDR) programs
- Oversight of temporary debris storage and reduction sites (TDSRS)
- Final debris disposal at a landfill or other end use
- Conflict and damage resolution
- Truck certification
- Right-of-entry (ROE) administration

Special Programs Management

Our team is experienced with all facets of the debris removal monitoring industry, including special disaster recovery program management services. Some examples of special programs our team has managed and administered include the following:

- Animal carcass removal and disposal
- Asbestos abatement
- Beach remediation/restoration
- C&D debris
- Creosote piling
- Disposal site management
- Drainage and canal debris removal
- E-wastes
- Food waste removal
- Hazardous waste debris removal
- Leaner, hanger, and stump removal
- Marine/waterway debris removal
- Private property demolition/debris removal
- Nuisance abatement ordinance administration
- Saltwater killed tree removal
- Subsurface storm drain debris removal
- Vessel and vehicle recovery
- Wetland and parkland debris
- White goods debris removal
- Woodchips/ashes

Private Property/Right-of-Entry Debris Removal

Our team has administered many of the largest PPDR programs in U.S. history, including projects for New Orleans, Louisiana; Gulfport, Mississippi; Bastrop, Texas; and Escambia County, Florida. Tetra Tech assists communities with ensuring they have the legal authority via local and state ordinances to enter onto private property. Our team also assists with preparing submittal packages for FEMA to approve the program, promoting the ROE program with residents, and ensuring the program is properly documented. Exhibit 1-4 is a representative list of our experience in assisting clients with PPDR activities and demolition program management.

Exhibit 1-4: PPDR and Demolition Program Management

Client	Disaster/Year	Public Advertisement	Application Administration	Historical/Environmental Review	Property Survey	Scheduling	Individual Property Debris Tracking	Demolition Program Management	Debris Removal Monitoring	Reduction/Disposal Monitoring	Property Close Out	Data Management
CalRecycle / CALOES Ventura County	Wildfire (2018)	■	■	■	■	■	■	■	■	■	■	■
USACE – Napa County, CA	Wildfire (2017)	■	■	■	■	■	■	■	■	■	■	■
USACE – Mendocino County, CA	Wildfire (2017)	■	■	■	■	■	■	■	■	■	■	■
USACE – Lake County, CA	Wildfire (2017)	■	■	■	■	■	■	■	■	■	■	■
USACE – Sonoma County, CA	Wildfire (2017)	■	■	■	■	■	■	■	■	■	■	■
Dougherty County, GA	Tornado (2017)								■	■		■
Lake County, CA	Wildfires (2015)	■	■	■	■	■			■	■	■	■
Hays County, TX	Flooding (2014)	■	■	■	■	■			■	■	■	■
Boulder County, CO	Flooding (2013)	■	■	■	■	■		■	■	■	■	■
Middletown, Township of, NJ	Hurricane Sandy (2012)					■	■	■	■	■		■
St. John the Baptist Parish, LA	Hurricane Isaac (2012)	■			■	■			■	■		■
Bastrop County, TX	Wildfires (2011)	■	■	■	■	■			■	■	■	■
Comanche Nation, OK	Ice Storm (2009)					■	■		■	■		■
Cedar Rapids, City of, IA	Flooding (2008)			■		■		■	■	■	■	■
University of Iowa	Flooding (2008)			■		■		■	■	■	■	■
Galveston, City of, TX	Hurricane Ike (2008)	■	■	■	■	■	■		■	■	■	■
Terrebonne Parish, LA	Hurricanes Ike (2008)	■	■	■	■	■	■	■	■	■	■	■
Iberville Parish, LA	Hurricane Gustav (2008)	■	■		■	■			■	■	■	■
New Orleans, City of, LA	Hurricane Katrina (2005)	■	■	■	■	■	■	■	■	■	■	■
Waveland, City of, MS	Hurricane Katrina (2005)	■	■		■	■	■	■	■	■	■	■
Naples, City of, FL	Hurricane Wilma (2005)					■			■	■	■	■

Beach Remediation

Critical to the recovery of any coastal community following a disaster is the remediation of its beaches. The City is no exception to this. Following Hurricane Katrina and the Deep Water Horizon oil spill, millions of federal grant dollars were made available to the Louisiana and Mississippi Gulf Coast for post-event restoration projects. Tetra Tech understands how important those funds are to an economy that is recovering from disasters. A loss in tourism and visitors to the City's beaches could reset the local economy to immediate post-hurricane conditions. Tetra Tech

is prepared to assist in evaluating damages, working with FEMA and Florida Department of Environmental Protection (FDEP) to determine eligibility, and overseeing recovery efforts on the City's beaches. If tasked, Tetra Tech will employ proven displaced sand removal and beach remediation protocols to create a program in an effort to reopen the beaches as soon as possible and minimize the impact that a beach closure could have on the City's economy.

Waterways Debris Removal

A cleanup crew clears an inland waterway of debris.

Our team has worked extensively with local, state, and federal agencies (including the United States Army Corps of Engineers (USACE) and the National Oceanic and Atmospheric Administration) to determine legal responsibility and to evaluate and implement marine debris removal programs. Our team has performed multiple projects for Monroe County, Florida (the Florida Keys), to remove derelict vessels and traps from waterways following Hurricanes Katrina, Gustav, Ike, and Wilma. Following Hurricane Ike, our team assisted Galveston City Municipal Utility District #12, Jefferson County Drainage District #7, the Trinity Bay Conservation District, and the Harris County Flood Control District with inland waterway debris removal assignments. We will help the City legal staff rapidly determine legal responsibility for waterway debris removal, verify scope eligibility, and document the work in a fashion deemed appropriate by reimbursement agencies. ***Our team members monitored waterway efforts following Hurricane Sandy on behalf of the New Jersey Department of Environmental Protection (NJDEP); following Hurricanes Matthew and Irma on behalf of FDEP; and following Hurricane Irma on behalf of the City of Cape Coral, Lee County, Brevard County, Monroe County, and Collier County.***

Vessel and Vehicle Recovery

Tetra Tech is able to assist the City in documenting the locations and quantities of vessel and vehicle debris in the City and presenting a case to FEMA to approve and fund the program. The City must first show that they have a legal responsibility to remove the debris and that the debris is not the responsibility of another state or federal agency such as the Florida Department of Environmental Protection, USACE, or the NRCS. Vessel and vehicle debris on private land may present unique ingress/egress challenges and require ROE agreements for access. ***Our team monitored vessel debris removal efforts following Hurricane Sandy on behalf of the NJDEP and provided similar services to Escambia County, FL and Monroe County, FL (Florida Keys) following the 2004 and 2005 hurricane season and most recently in Beaufort County, SC to remove vessels damaged and abandoned from Hurricane Matthew.***

Leaning Trees, Hanging Limbs, and Stump Removal

Leaning trees, hanging limbs, and stumps pose significant threats to public health and safety. Guidance on reimbursement for the removal of these vegetative threats is disaster-specific. Tetra Tech has the experience and expertise to help communities avoid the de-obligation of funds or non-reimbursement for these activities due to ineligible work. Our team has assisted numerous clients in surveying, documenting, and monitoring the removal of leaning trees, hanging limbs, and stumps. ***Our team members most recently monitored the removal and disposal of 198,635 hazardous trees and hangers on behalf of 36 clients following Hurricane Matthew.***

Exhibit 1-5 provides featured clients where our team has monitored the collection and removal of leaning trees, hanging limbs, and stumps following a disaster debris-generating event.

Exhibit 1-5: Previous Leaner/Hanger/Stump Removal Programs

Client	Event	Total Leaners/Hangers/ Stumps Removed
City of Albany, Georgia	2018 Hurricane Michael	10,804
City of Callaway, Florida	2018 Hurricane Michael	6,379
City of Lynn Haven, Florida	2018 Hurricane Michael	3,008
Lenoir County, North Carolina	2018 Hurricane Florence	1,060
City of New Bern, North Carolina	2018 Hurricane Florence	2,111
Onslow County, North Carolina	2018 Hurricane Florence	9,391
Miami-Dade County Parks (Florida)	2017 Hurricane Irma	70,908
City of Miami, Florida	2017 Hurricane Irma	29,366
Polk County, Florida	2017 Hurricane Irma	27,267
Seminole County, Florida	2017 Hurricane Irma	25,348
Beaufort County, South Carolina	2016 Hurricane Matthew	67,581
Town of Hilton Head, South Carolina	2016 Hurricane Matthew	48,589
Horry County, South Carolina	2016 Hurricane Matthew	33,661
Flagler County, Florida	2016 Hurricane Matthew	15,151
City of Port Orange, Florida	2016 Hurricane Matthew	6,098
City of Myrtle Beach, South Carolina	2016 Hurricane Matthew	4,076
Lake County, California	2015 Valley Wildfire	7,544
Calaveras County, California	2015 Wildfire	8,158
City of Augusta, Georgia	2014 Winter Storm Pax	26,800
City of Rapid City, South Dakota	2013 Ice Storm	8,000
City of Sioux Falls, South Dakota	2013 Ice Storm	26,700
State of Connecticut	2011 Winter Storm Alfred	57,200
Henrico County, Virginia	2011 Hurricane Irene	15,500
Texas Department of Transportation	2011 Texas Drought and Wildfires	5,800
City of Raleigh, North Carolina	2011 Tornado	7,500
Arkansas Game and Fish Commission	2009 Ice Storm	48,900
City of Houston, Texas	2008 Hurricane Ike	212,500
Terrebonne Parish, Louisiana	2008 Hurricane Gustav	14,500
City of Norman, Oklahoma	2007 Midwest Ice Storm	26,800
Greene County, Missouri	2007 Midwest Snow Storm	53,900
Genesee County, New York	2006 Ice Storm	9,100
Town of Amherst, New York	2006 Ice Storm	32,700
City of Fort Lauderdale, Florida	2005 Hurricane Wilma	20,400
Santa Rosa County, Florida	2005 Hurricane Dennis	13,700
Escambia County, Florida	2004 Hurricane Ivan	15,100

Hazardous Material Removal

Major disasters (particularly those that involve significant flooding) will result in the need to address hazardous materials. Typically, the U.S. Environmental Protection Agency (EPA) is responsible for identifying and removing large quantities of household hazardous waste (HHW) (containers over 5 gallons such as large commercial/industrial storage tanks, propane tanks, 55-gallon drums, etc.). Local governments are charged with implementing collection programs for HHW, including containers with paints, pesticides, household cleaners, oils/solvents, fuels, etc. Our team has significant experience helping local governments plan, procure, implement, and track disaster-related HHW collection programs at curbside or drop-off locations. Following Hurricane Ike, which resulted in a storm surge that covered almost all of Galveston Island, our team helped the City of Galveston implement one of the largest post-disaster HHW programs in U.S. history, in addition to working cooperatively with the EPA on large quantity HHW recovery.

Asbestos Containing Material Management

Through our team's years of demolition experience, including our previous engagements in Iowa following the 2008 flood, our team of experts has developed best management practices for documenting and monitoring work related to Asbestos Containing Material (ACM). Tetra Tech's best management practices for ACM collection, remediation, and disposal meet state and local regulatory agency requirements. Tetra Tech will collect and catalog all pertinent information related to the ACM content, or lack thereof, for a property. Once the remediation contractor has removed and wrapped the ACM, Tetra Tech will document the transfer of custody through final disposition. As part of the ACM documentation process, Tetra Tech will also collect and pair all waste shipment records to the respective load tickets. Additionally, during the course of the project if Tetra Tech notices any lack of due diligence or potential for environmental violations, our management staff will notify City officials immediately and assist in creating a mitigation strategy. In the instance of non-ACM debris removal, Tetra Tech will collect and digitally link all TDSRS or landfill manifest with the corresponding load ticket.

Data Management

Our team has spent years researching and developing an effort to streamline the debris collection documentation process with a focus on minimizing the cost to our clients and improving the visibility of debris project operations. Our ADMS, RecoveryTrac™, is the result of these efforts. RecoveryTrac™ is a scalable and fully featured disaster management application designed specifically to address the operational challenges faced during a disaster recovery project. Managing the enormous volume of documentation generated during a debris monitoring operation was paramount to the design of our ADMS. ***This state-of-the-art technology has already shown to increase the efficiency and improve the management of debris removal efforts for multiple clients.*** For more information on our data management, please see please see **Section 3: Technical Approach.**

Hauler Invoice Reconciliation and Contracting

To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of all primary debris hauler contracts with the City. After reviewing the contracts, Tetra Tech will set up our ADMS, RecoveryTrac™ database to generate transactions for tickets issued to each debris contractor. Tetra Tech will then meet with each primary debris contractor to review the debris contractor reports that will be generated automatically through RecoveryTrac™. The debris contractor reports will provide each contractor with sufficient data to reconcile with their subcontractors as well as generate invoices for payment by the City. Several quality assurance (QA) and quality control (QC) checks will be conducted on data before it is provided to the contractor. RecoveryTrac™ significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech. For more information on our hauler invoice reconciliation and contracting, please see **Section 3: Technical Approach**.

FEMA Appeal Assistance and Support

Our staff has an outstanding track record of getting our clients reimbursed, with more than 200 major disaster recovery mobilizations over the past 10 years. Given the nature and scrutiny of FEMA reimbursement, it is not unusual for a local government to have one or more project worksheets questioned by FEMA/Office of Inspector General (OIG) during the audit process. We routinely work with our clients in these matters—oftentimes for years following an event—to support and defend their reimbursement.

In 2017, Tetra Tech simultaneously deployed in Texas, Florida, Puerto Rico, and the Virgin Islands in response to three hurricanes (Harvey, Irma, and Maria), representing more than 100 government clients.

Furthermore, **due to our staff's in-depth knowledge of FEMA reimbursement policies, we are often hired by applicants to assist them during FEMA/OIG audits and support them during FEMA appeals even when we have had no involvement with the applicant during the recovery period.** Our team of recovery experts is currently working with the Port of Galveston, Texas, to close out Hurricane Ike-related projects. To date, we have been able to identify and capture over $80 million in previously unidentified or deobligated funding. The following are a few examples of areas in which our staff has successfully supported the appeals effort of our clients with FEMA:

- **South Broward Drainage District.** Following Hurricane Wilma, our team prepared an appeal in support of $4 million in reimbursement associated with lake erosion repairs made by the South Broward Drainage District. With our team's support, the South Broward Drainage District was fully reimbursed.
- **Lake County, Florida.** Our team supported the successful appeal of over $400,000 of previously deobligated funds in response to the 2004 Hurricanes Charley, Frances, and Jeanne. These funds were associated with debris collected on private roads and gated communities. Our team did a comprehensive geographic information system (GIS) analysis of all of the debris collected on the roads in question and was able to appeal the decision and obtain reimbursement from FEMA for these county-incurred costs.
- **Port of Galveston, Texas.** The Port of Galveston experienced extensive damage due to storm-induced erosion caused by Hurricane Ike surge that reached heights upward of 20 feet. The pier was not designed to withstand the water weight and rapid draw down of the water. As a result, the concrete sheet pile was damaged and caused the fill underneath the warehouse slab to wash out, thus compromising the support of the warehouse floor. The floor collapsed near the most significant voids underneath the base. FEMA deemed the damage ineligible due to subtle erosion that happened over time. The Port of Galveston, with the assistance of our team of experts, submitted an appeal for eligibility and won the appeal resulting in an approval of a $1.5 million for Pier 15. More importantly, the appeal approval has established precedence for the Port of Galveston's remaining Ike-damaged piers, enabling the Port of Galveston to apply for an additional $80 million of funding due to damage caused by Hurricane Ike previously deemed ineligible.

Good Faith Effort Documentation

As firm policy, Tetra Tech conscientiously looks for opportunities to work with small, women-, minority-owned and disadvantaged business enterprises where specific and individual capabilities complement our own for the benefit of the successful completion of a project.

In fact, in 2016 Tetra Tech was presented with the **Mentor of the Year Award by the U.S. Agency for International Development's Office of Small and Disadvantaged Business Utilization.** The Mentor of the Year Award annually recognizes a large prime contractor for effective development assistance given to a small business. Tetra Tech received the award at the USAID Annual Small Business Conference held on May 4, 2016, in Washington, DC.

Additionally, in February 2019, **Tetra Tech received the City of Houston Goods and Services Prime Contractor of the Year Award at the 6th Annual Champions of Diversity Awards Ceremony.** Tetra Tech is honored to be selected for such award, and it demonstrates our commitment to work with minority, women, small, and disabled business enterprises.

Tetra Tech receiving the City of Houston Goods and Services Prime Contractor of the Year Award at the 6th Annual Champions of Diversity Awards Ceremony.

We have established working relationships with a number of small, women-, and minority-owned firms, and have worked with many agencies having equal employment opportunity requirements. In addition, we maintain a comprehensive file of the qualifications and experience of these firms to aide us in selecting appropriate subcontractors for specific project tasks. Although Tetra Tech does no plan to utilize subcontractors for this project, Tetra Tech has already performed a Good Faith Effort outreach to firms whose capabilities may be of benefit to this project, should the need arise. ***The Good Faith Effort documentation is attached following this section.***

References

Similar to the services being requested by the City, our team has successfully assisted over 300 clients with recovering from the damaging effects of hurricanes, tropical storms, tornadoes, floods, and ice storms across the country. Our efforts have allowed our clients to maintain their focus on continuing daily operations while relying on us to oversee the management of debris removal operations and federal reimbursement in compliance with FEMA and FHWA guidelines and reimbursement procedures.

The following projects are a representative sample of our experience and accomplishments in performing services that are similar in scope, complexity, and magnitude to the City. Per City's request, we have included references on the City's reference form located in **Section 4: Required Forms**.

Project Profiles

TETRA TECH

TETRA TECH

Disaster Debris Monitoring Services
Hurricane Michael

KEY FEATURES

- Debris Monitoring Services
- Private Property Debris Removal (PPDR)
- Project Management and Oversight
- Hauler Invoice Reconciliation

PROJECT DESCRIPTION

The City of Callaway, Florida is located in Bay County, which sits in the Florida Panhandle. The City has is comprised of 9.6 square miles, including .58 square miles of water. Located just miles from the Gulf of Mexico, the City of Callaway is especially susceptible to natural disasters including tropical storms, hurricanes, and flooding.

On October 10, 2018, Hurricane Michael ripped across the Florida Panhandle as a Category 5 Hurricane with maximum sustained speeds of 161 miles per hour, making it the most powerful storm in recorded history to impact the area. The eye of the storm made landfall near the Tyndall Air Force Base, which is less than ten miles from the City. Hurricane Michael left the area completely devastated. Most homes and businesses in the City of Callaway severely damaged or destroyed, and almost all residents were left without power for several days.

Upon notice to proceed, the Tetra Tech team responded in the aftermath of Hurricane Michael and performed initial debris survey estimates across the County. Our team hired and trained as nearly 100 monitors. In total, our team documented and managed the removal, reduction, and disposal of ***over 1,090,190 cubic yards of debris and over 6,700 leaners and hangers following Hurricane Michael.***

CLIENT

City of Callaway

LOCATION

Florida

DURATION

October 2018 - Current

COST

$1,683,912.50

PROJECT TEAM

Project Manager - Matt Mooneyham

Operations Manager - Katie Taylor

Data Manager - Albert Jacob

REFERENCES

Eddie Cook

City Manager

Phone: 850-871-6000

Citymanager@cityofcallaway.com

TETRA TECH

Disaster Debris Program Management
Hurricane Irma

KEY FEATURES

- Disaster Debris Program Management
- Waterway Debris Removal Monitoring

PROJECT DESCRIPTION

In September 2017, the waterfront city of Cape Coral lies on Florida's Gulf Coast was impacted by Hurricane Irma, the most powerful storm to make landfall in Florida in over 10 years.

While the City did not suffer as much damage to homes as many other southern Florida communities, the storm's powerful winds downed trees and left debris throughout many neighborhoods and roads. In addition, the City suffered major damage to its canal system and seawalls.

The City activated Tetra Tech under a pre-positioned contract to conduct disaster debris monitoring services. At peak, our team led nearly 30 local hires to monitor the debris removal process, utilizing our proprietary RecoveryTrac™ ADMS software. Additionally, our team provided data management and closeout support including reporting on special requests to assist the City with their FEMA reimbursement. In total, our team monitored the removal of well over 500,000 cubic yards of debris. This entailed 364,000 cubic yards of right-of-way debris and 164,000 cubic yards of waterway debris. Our project management team continues to assist the City with its long-term recovery.

CLIENT

City of Cape Coral

LOCATION

Florida

DURATION

September 2017–February 2018

SIZE

364,146 CY (ROW)

164,830 CY (Waterways)

Total: 528,976 CY Total

COST

$1,788,336

PROJECT TEAM

Anne Cabrera

Phil Ivey

Paris Atkinson

REFERENCES

Mark Ridenour
Facilities/Projects Manager
Public Works Department
City of Cape Coral
1015 Cultural Park Blvd,
Cape Coral, FL 33990
P. (239) 574-0724
mridenour@capecoral.net

TETRA TECH

Disaster Debris Program Management
Hurricane Irma

KEY FEATURES

- Disaster Debris Program Management
- Right of Way/Private Roadway Collection Monitoring

PROJECT DESCRIPTION

As Hurricane Irma approached Florida, the City of Deerfield Beach prepared for a direct hit. Due to its location along the Florida's southern Atlantic coast in Broward County, the City is vulnerable to the effect of tropical weather events.

Though the City of Deerfield was spared from a direct hit, Hurricane Irma caused extensive disaster-generated debris and downed trees throughout the City. The City activated Tetra Tech under a pre-positioned contract to conduct disaster debris monitoring services. Our team supported the City by monitoring the removal of more than 70,000 CYs of debris and managing the debris management site. Additionally, our team provided data management and closeout services to support the City by reconciling hauler invoices, tracking private and public collection data, and providing data to assist with the FEMA reimbursement process. Our project management team continues to assist the City with its long-term recovery.

CLIENT

City of Deerfield Beach

LOCATION

Florida

DURATION

September 2017–December 2017

COST

$308,119

SIZE

70,955 CYs

PROJECT TEAM

Kerri O'Dell

Wade Greene

Paris Atkinson

REFERENCES

Chad E. Grecsek, MBA, LEED AP

Director of Sustainable Management

City of Deerfield Beach

401 SW 4th Street

Deerfield Beach, FL 33441

P: 954.420.5562

Good Faith Efforts

TETRA TECH

Brooks, Elizabeth

From: Brooks, Elizabeth
Sent: Friday, May 22, 2020 3:31 PM
To: Brooks, Elizabeth
Cc: Kamara, Betty
Subject: Request for Qualification--Tetra Tech, Inc.--City of Port Orange, FL--RFP--Disaster Debris Monitoring Services
Attachments: FL Port Orange_ITB 20-07 Disaster Debris Monitoring Services FEMA Final ....pdf; Tetra Tech Standard Terms and Conditions.pdf

Tracking:

Recipient	Delivery	Read
Brooks, Elizabeth	Delivered: 5/22/2020 3:31 PM	Read: 5/22/2020 3:41 PM
Kamara, Betty	Delivered: 5/22/2020 3:31 PM	
sandy@ghyabi.com		
s.vilberg@fasttrackse.com		
JUBET@BELLSOUTH.NET		
JVAZQUEZ@DETRAFFIC.COM		
HOLLYSTROUT@AOL.COM		
DFERRELL@TEDS-FL.COM		
JBPROPERTIES1@ATT.NET		
JMROGERS70@AOL.COM		
BSANDERSON@CFL.RR.COM		
VLS@VLSENGINEERING.COM		
SALES@ACESOFJAX.COM		
MAHESH.ADHYARU@COMCAST.NET		
PBARNES@BFAENVIRONMENTAL.COM		
BETH@BRAVACG.COM		
ALEXANDRA_CARVALHO@CMARCONSUL		
DRODRIGUEZ@COMPEDGELLC.COM		
ASAYEED@EQUUSIS.COM		
MGARRIGA@GEOGRAPHICSYSTEMS.COM		
KSMITH@OPSSTAFF.COM		
LEESAGERALD@LG2ES.COM		
ELIZABETH@MCCRANIE-ENGINEERS.COM		
ECA@MODICA.CC		
SPECCO@CARIBE.NET		

Good Afternoon-

Tetra Tech, Inc. (Tetra Tech) is currently working on preparing a proposal in response to the City of Port Orange, FL **RFP Disaster Debris Monitoring Services FEMA ITB 20-07** (attached). Tetra Tech officially invites you to provide a **statement of qualifications** for services relevant to your organization, as described in the attached Solicitation.

This request for qualifications does not commit Tetra Tech or the City of Port Orange, FL to pay any costs incurred in the preparation and submission of a **statement of qualifications** in any form. Please understand **this is not a commitment to team** with any firms at this time. Tetra Tech, Inc. is only **pre-qualifying** firms to confirm how we are going to proceed.

If you intend to respond to this **request for qualifications**, the following instructions are required:

1. Please submit a brief company overview and any past history/experience with the City of Port Orange, FL.
2. Please submit resumes for the key personnel that apply to your company's service capabilities.
3. If your company is a certified SB/MBE/WBE or DBE, please provide relevant vendor identification number(s) and certificates.

CAREFULLY review "City of Port Orange, FL Terms and Conditions" of the RFP and Tetra Tech's General Conditions (also attached) which would be incorporated into any subcontract/master agreement or purchase order awarded as a result of the solicitation. Tetra Tech will require you to adhere to the terms and conditions described therein.

All responses must be received no later than 5:00pm EST on Friday, May 29,, 2020. However, it would be helpful if you provide your response as soon as possible!

Offeror must e-mail its proposal submission to: **Elizabeth Brooks at Elizabeth.Brooks@tetratech.com**

Questions regarding this solicitation shall be directed to **Elizabeth Brooks** (phone: 407-247-1210 or Email: Elizabeth.Brooks@tetratech.com).

Thank you,

Elizabeth Brooks

Elizabeth Brooks| Contracts Administrator Assistant
Mobile **+1 (407) 247-1210** | Fax **+1 (321) 441-8501** | elizabeth.brooks@tetratech.com

Tetra Tech | Complex World, Clear Solutions™ | Emergency Management and Community Resilience Division
2301 Lucien Way, Suite 120 | Maitland, FL 32751 | tetratech.com

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Overview of Staff Experience

Tetra Tech has assembled a team of experienced emergency management, infrastructure, and grant management specialists with hands-on experience in recent disasters and emergencies as well as prevention, mitigation, preparedness, response, and recovery programs. Our disaster recovery professionals are uniquely familiar with the policies, procedures, and requirements associated with providing disaster recovery services subject to Federal Emergency Management Agency (FEMA), Federal Highway Administration (FHWA), U.S. Department of Housing and Urban Development (HUD), Natural Resources Conservation Service (NRCS), and other federal agency reimbursement programs.

Our staff members have successfully managed the removal of and reimbursement for over ***120 million cubic yards (CYs) of debris*** as well as the ***demolition of over 12,500 uninhabitable residential and commercial structures.*** Our team has monitored and obtained FEMA, FHWA, and NRCS reimbursement on ***23 debris removal projects in excess of 1 million CYs of debris*** and understands the significant resource commitment and effort that is necessary to manage and monitor large-scale debris removal operations for local governments.

Tetra Tech is committed to providing the City with a dedicated and consistent project management team that will expedite recovery efforts in the City by establishing a coordinated and organized approach to debris removal. Our dedicated team is available to the City 365 days per year.

Based on this understanding, Tetra Tech has assembled a project team with the qualifications and expertise necessary to support the City following a disaster.

Professional Certifications, Training, and Licensing

Tetra Tech is committed to providing our customers with quality technical products and services while meeting the highest level of ethical and regulatory standards and performance in our jobs. In addition, our environmental health and safety program helps our business operate in a manner that protects the health and safety of our employees, customers, business partners, community neighbors, and the environment.

Tetra Tech remains abreast of the latest guidance, issues being debated, and current best practices through participation in expert groups, attendance in training and conference sessions, and working with national experts in disaster recovery operations, emergency management, national security, information technology, public health, transportation, and critical infrastructure protection.

Our proposed team possesses many of the key certifications necessary to provide quality technical services and have attended numerous training courses related to debris operations and emergency management. Some of these include, but are not limited to:

- Occupational Safety and Health Administration (OSHA) Disaster Site Worker Course
- OSHA 10-Hour Construction Safety Certification
- OSHA 40-Hour HAZWOPER Certification
- G-202 Debris Management
- IS 100: Introduction to Incident Command System
- IS-120: Introduction to Exercises
- IS-200: Basic Incident Command
- IS-547: Introduction to Continuity of Operations (COOP)
- IS-631: Public Assistance Operations I
- IS-632: Introduction to Debris Operations
- IS-634: Introduction to FEMA's Public Assistance Program
- IS-700: National Incident Management System
- IS-800: National Response Program
- Intermediate Workzone Traffic Control (FDOT)

Additionally, all collection and disposal monitors and field supervisors must attend a debris monitoring training session prior to working. These training sessions are delivered by experienced trainers and provide the

information required to facilitate accurate field monitoring. Tetra Tech also conducts daily "tailgate" safety sessions with field employees to alert them of potential work hazards and review safe work practices.

Proposed Staff

Senior Management Team

Our senior management team will provide expert oversight and assistance at critical junctures and is prepared to assist the project management team for the duration of any disaster recovery operation. These individuals bring decades of disaster debris monitoring and reimbursement expertise.

- **Mr. Jonathan Burgiel** has 31 years of experience in solid waste and disaster recovery. His disaster-related work has included serving as principal in charge of over 100 projects, helping clients throughout the country prepare for, respond to, and recover from natural and human-caused disasters. Mr. Burgiel has provided senior management leadership to communities in Puerto Rico (Hurricane Maria); Miami Dade County and the City of Winter Park (Hurricane Irma); Richland County, South Carolina (Historic 1,000 Flooding Event); the New Jersey Department of Environmental Protection (NJDEP) (Hurricane Sandy); State of Connecticut (Hurricane Sandy); State of Louisiana (Hurricane Isaac); City of New Orleans, LA (Hurricane Katrina Residential Demolition Program); and Harris County, Texas (Hurricane Ike), to name a few.
- **Mr. Ralph Natale** is an expert in FEMA Public Assistance (PA) Grant Program reimbursement policies and has administered nearly 230 projects in his 13-year career. Mr. Natale has served as a principal in charge or project manager in response to some of the country's largest debris-generating disasters, including NORCAL and SOCAL Wildfires, Hurricanes Harvey, Irma, Matthew, Katrina, Ike and Sandy. This includes managing and documenting the removal of over 46 million cubic yards (CYs) of debris and over 1.3 million hazardous trees. This and the program management of over 9,600 demolitions total over 2.5 billion dollars of reimbursed invoices. He currently serves as principal in charge for several of the firm's response efforts in California following the devastating fires and for 38 communities following Hurricane Harvey in Texas.
- **Ms. Anne Cabrera, FEMA Coordinator,** has worked nationwide on numerous major post-disaster activations since Hurricane Wilma in 2005. She has served in a variety of roles focusing on reimbursement for more than $2 billion from the FEMA. Ms. Cabrera has worked on behalf of cities and counties throughout the United States and is a highly regarded expert in the debris management industry. In addition to her work with post-disaster recovery operations, Ms. Cabrera has worked with a number of clients on their longer-term financial recovery, including serving as a technical resource to clients during implementation of the FEMA PA program and other federal grant programs and assisting in the preparation, development, and review of FEMA PA project worksheets (PWs) for disaster-related activities, state appeals, and close out processes.
- **Mr. Jeff Dickerson, GIS Analyst,** has more than 30 years of experience in program management and information technology and is the principal system architect of our automated debris management system (ADMS), RecoveryTrac™. Mr. Dickerson has managed numerous large disaster response operations with over 1,000 field monitors, coordinated the operation of 24-hour data processing centers (some with nearly 100 personnel), and provided technical support for a debris management database to track over 1,000 trucks and the documentation for over 5 million CYs of debris brought to clients' debris management sites. Mr. Dickerson has led deployment and logistics efforts for some of the firm's largest debris monitoring efforts. Most recently, he oversaw the deployment of over 6,000 field units to over 100 clients following Hurricanes Harvey, Irma, and Maria.
- **Mr. John Buri** is a versatile emergency management, disaster mitigation, response and recovery, and grant management professional with 16 years of experience. Mr. Buri has provided senior management oversight on 22 major disasters declarations for over 100 clients since 2007, representing over $6 billion in disaster-related grants. He has responded to numerous large-scale activations and engages with FEMA and state

regulatory agencies and debris contractors in addition to providing FEMA PA consulting for tasks and activities associated with each disaster recovery operation. Mr. Buri also is familiar with FEMA Hazard Mitigation Assistance, HUD CDBG-DR, and disaster funding strategies for local and state governments.

- **Mr. Oliver Yao** has over 12 years of disaster recovery experience and has supported response efforts to some of the largest disasters to affect the United States, including Hurricanes Katrina, Ike, Sandy, Matthew, and Harvey. Mr. Yao has developed standard operating procedures (SOP) for documentation and data management that assist our clients during closeout and audit. He has also provided local governments across the country with debris management consulting services. Mr. Yao is a leading subject matter expert in reimbursement documentation and closeout audit support. In addition, Mr. Yao has assisted numerous local governments with FEMA appeals following Hurricanes Charley, Frances, Jeanne, Wilma, and Matthew

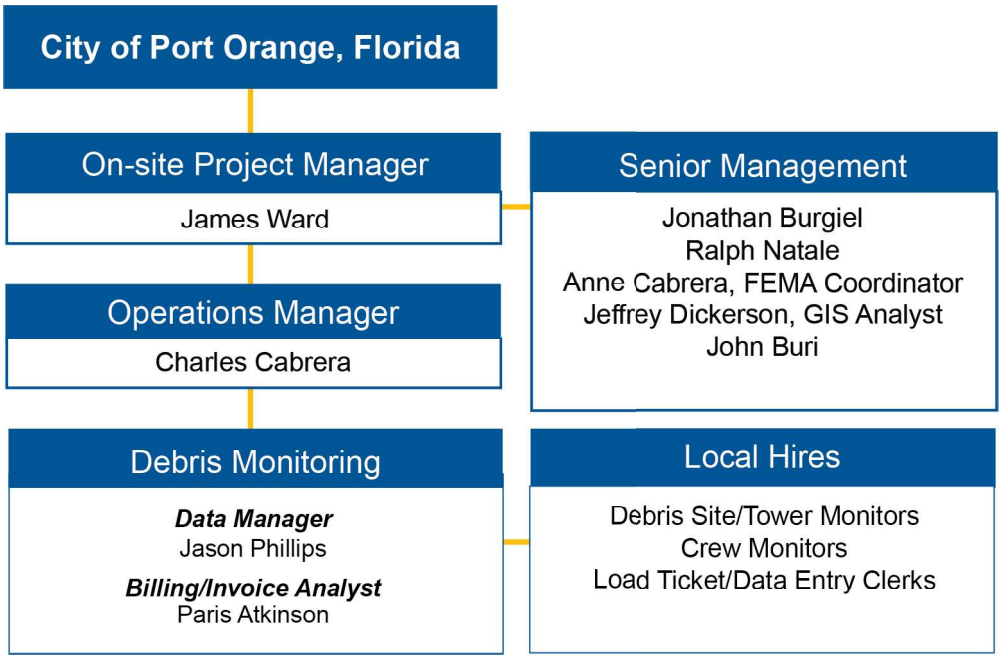
Project Management Team

In addition to our senior management team, our dedicated project management team consists of disaster recovery professionals who are uniquely familiar with the policies, procedures, and requirements associated with providing disaster recovery services. ***Tetra Tech's staff members constitute an integrated team with unparalleled skills and experience that is uniquely qualified to manage the debris monitoring operations.***

- **James Ward, On-site Project Manager,** is an experienced professional providing program management services for hazard mitigation emergency preparedness/planning response and recovery. He has supported projects in the states of Texas, Louisiana, South Carolina, and South Dakota, where he was responsible for implementing schedules for the contractor and providing client support for Federal Emergency Management Agency (FEMA) regulations and procedures. Additionally, *Mr. Ward served as project manager for the City of Port Orange's debris removal program following Hurricane Matthew*. He oversaw coordination with the debris removal contractors, field monitor oversight, FEMA reimbursement documentation, and field monitor health and safety. Mr. Ward oversaw the collection of over 428,000 cubic yards of eligible disaster debris that was a result of Hurricane Matthew. He also managed a hazardous tree and hanger removal program that addressed over 6,000 trees in the City
- **Charles Cabrera, Operations Manager,** is a 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER)-trained operations manager for Tetra Tech who serves on various projects throughout the country. Mr. Cabrera is responsible for the implementation of Tetra Tech's work plans, dispatching field personnel, staffing, safety, field logistics, and training. Mr. Cabrera will verify eligibility and compliance; oversee collection and disposal operations; and coordinate directly with debris contractors, data managers, and project managers to facilitate the success of fast-moving debris operations projects. Mr. Cabrera has developed an extensive understanding of federal, state, and local regulations, protocols, processes, and guidance with respect to homeland security, disaster preparedness, response, recovery, and mitigation.
- **Paris Atkinson, Billing/Invoice Analyst,** is a senior data manager and billing/invoice analyst with over 13 years of experience. Her responsibilities include data management, management of monitoring documentation for the FEMA, invoice reconciliation, and the use of our ADMS. She has extensive experience on all aspects of program data management up to and including project closeout and post-closeout audit support. Ms. Atkinson possesses knowledge and understanding of federal grant programs, including the Federal Highway Administration (FHWA) Emergency Relief (ER) Program and FEMA Public Assistance (PA) Program.
- **Jason Phillips, Data Manager,** is an experienced document controller and data manager with over 4 years of relevant experience. He is an expert at private property debris removal (PPDR) documentation. He also has an in-depth understanding of FEMA eligibility, documentation requirements, and our automated debris management system (ADMS). Mr. Phillips has also served as outreach coordinator for the Rebuild Florida program following Hurricanes Michael & Ima where he oversees the collection of data for applicants, performs environmental surveys and review properties for eligibility.

Exhibit 2-1 shows our proposed project team organizational structure. *Résumés have been included at the end of this section.*

Exhibit 2-1: Project Team Organizational Chart



Résumés

TETRA TECH

TETRA TECH

Jonathan Burgiel

Business Unit President, Disaster Recovery

EXPERIENCE SUMMARY

As President of Tetra Tech's Disaster Recovery Business Unit, Mr. Burgiel manages the business operations of all disaster recovery efforts, including preparedness planning, project staffing, logistics, grant administration and agency reimbursement support, program accounting/auditing oversight, and contract negotiations. Mr. Burgiel is dedicated to helping communities plan for and recover from disasters and provide the necessary documentation to receive the maximum allowable reimbursement from federal and state emergency management agencies.

Mr. Burgiel has 30+ years of solid waste and disaster recovery experience. His disaster-related work has included serving as principal in charge of over 100 projects, helping clients throughout the country prepare for, respond to, and recover from natural and human-caused disasters.

Mr. Burgiel is intimately familiar with local, state, and federal solid waste and hazardous waste regulations, as well as U.S. Department of Housing and Urban Development (HUD), Federal Emergency Management Agency (FEMA), and Federal Highway Administration (FHWA) policies and reimbursement procedures as they relate to disaster management and recovery.

RELEVANT EXPERIENCE

Mr. Burgiel has provided senior management oversight to the following projects:

- Hurricane Maria debris mission supporting the Commonwealth of Puerto Rico Department of Transportation
- 67 communities and over 2,400 staff in Florida – Hurricane Irma
- 38 communities and over 1,400 staff in Texas – Hurricane Harvey
- Multiple communities in South and North Carolina – Hurricane Matthew
- Richland County & Lexington County, South Carolina - South Carolina 1,000-year Flooding Event - Comprehensive Disaster Recovery Services
- Hays County/City of Wimberley, Texas – Severe Flooding Disaster Recovery Assistance
- New Jersey Department of Environmental Protection (NJDEP) – Hurricane Sandy Disaster Vessel Recovery Program
- State of Connecticut – Hurricane Sandy Disaster Debris Program
- State of Louisiana – Hurricane Isaac Disaster Debris Program Management
- City of New Orleans, Louisiana – Hurricane Katrina Residential Demolitions
- Bastrop County, Texas – Wildfires
- City of Cedar Rapids, Iowa – Severe Flooding

EDUCATION

University of Central Florida
Master of Business Administration, 1989

Tufts University
Bachelor of Arts, Economics, 1984

AREA OF EXPERTISE

- Solid and Hazardous Waste Management
- Disaster Recovery Program Management
- Federal Grant Management

GRANT EXPERIENCE

- FEMA PA
- CDBG-DR
- HMGP

DISASTERS

- 4337 FL Hurricane Irma
- 4332 TX Hurricane Harvey
- 4286 SC Hurricane Matthew
- 4245 TX Flood
- 4241 SC Flood
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4106 CT Winter Storm
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1679 FL Tornados
- 1606 Hurricane Rita
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina
- 1595 Hurricane Dennis
- 1561 Hurricane Jeanne
- 1551 Hurricane Ivan
- 1545 Hurricane Frances
- 1539 Hurricane Charley

YEARS OF EXPERIENCE

30+ years

Principal in Charge (October 2019 - Present)

St. Johns County, Florida | HUD CDBG-DR Housing Rehabilitation Program Management

Mr. Burgiel and his team engaged with the County immediately following contract execution to assist with managing the CDBG-DR funds for St. John's Housing Rehabilitation and Reconstruction Program. To support the long-term recovery and restoration of the impacted areas, Mr. Burgiel managed the grant allocated to the recovery activities for over 300 properties including repair and elevation; reconstruction of properties, repair/replacement of damaged manufactured homes or mobile home units (MHUs), relocation of homeowners, and mortgage payment assistance.

Principal in Charge (October 2018 – Present)

North Carolina Department of Public Safety | Hurricane Matthew HUD CDBG-DR Program Management

Serving as Principal-in-Charge for all environmental services for this $400 million CDBG-DR program addressing 3,400 homes for rehabilitation. Tetra Tech will be performing an estimated 3,400 Tier 2 Reviews, 25 Tier 1 Reviews, 1,700 lead and asbestos risk assessments, and other required specialized environmental services (e.g., CESTs, EAs, etc.) as subcontractor to IEM Inc.

Principal in Charge (November 2018 – Present)

Florida Department of Economic Opportunity | HUD CBDG-DR Rehab/Reconstruction Program

Mr. Burgiel serves as program manager for Tetra Tech's performance of housing rehabilitation and reconstruction related environmental services associated with the State of Florida's $615.9 million HUD CDBG-DR grant associated with Hurricane Irma. Overseeing Tetra Tech staff's development of approximately 6,000 Tier 2s, 3,000 lead risk assessments, review of 8 Tier 1s, and other specialized environmental services (e.g., CESTs, EAs, etc.) as a subcontractor to IEM, Inc.

Senior Project Manager (June 2017 – Present)

Restore Louisiana | HUD CDBG-DR Housing Rehabilitation

Served as Project Manager over the preparation of over 25,500 Tier 2 environmental reviews and over 6,000 lead risk assessment and clearance inspections. This $20 million project performed by Tetra Tech utilized state of the art technology and cloud based technology to decrease the cost of performing a Tier 2 review by over 50% from prior state led residential rehab projects.

Principal in Charge (October 2018 – Present)

Texas General Land Office | HUD CBDG-DR Housing Rehab/Reconstruction Program

Mr. Burgiel is currently serving as program manager for Tetra Tech's performance of housing rehab and reconstruction related environmental services associated with the State of Texas' $5.024 billion HUD CDBG-DR grant associated with Hurricane Harvey. Overseeing Tetra Tech staff's development of approximately 3,500 Tier 2s, 1,700 lead risk assessments, and other specialized environmental services (CESTs, EAs, etc.) as a subcontractor to IEM, Inc.

Principal-in-Charge (October 2015–Present)

Richland County South Carolina | Comprehensive Post-Disaster Flood Support Services

Following the State of South Carolina's 1,000-year flooding event that took place from October 1–5, 2015, Mr. Burgiel led a team of Tetra Tech staff to provide comprehensive disaster recovery services to Richland County immediately following the historic flooding event. Services included but were not limited to FEMA PA reimbursement support, procurement package development for over 270 road and bridge repairs, well testing and disinfection program management, a post-disaster outstanding needs assessment, flood mitigation planning support, grant funding strategic plan development, and coordination and technical support activities among the County, State and FEMA agencies.

Senior Management (September 2004-September 2009)

City of Orlando, Florida | Disaster Debris Program Management

Mr. Burgiel served in a senior leadership role and assisted the City of Orlando with a range of storm recovery monitoring and management activities. Mr. Burgiel was responsible for managing a full support team involved with staging operations, load inspections for storm debris cleanup performed by contract haulers, scheduling, dispatching, and logistics operations for the field inspectors assigned to storm debris cleanup. Our team's assistance enabled the City of Orlando to promptly apply for and receive reimbursement for the total cleanup cost from state and federal emergency management agencies.

Senior Management (February-April 2007)

Volusia County, Florida | Groundhog Day Tornado Disaster Recovery and Storm Debris Removal
Our team was retained by Volusia to assist with monitoring of cleanup efforts following the Groundhog Day tornadoes that swept through Central Florida during the early morning hours, leaving 20 people dead and many others injured and without homes. Under Mr. Burgiel's direction, our team mobilized a response team to the area to help identify critical debris removal areas and initiate its ROW debris removal operation. Mr. Burgiel oversaw the management of a full support team involved with staging operations, load inspections for storm debris cleanup, and logistics operations for the field inspectors.

Senior Management (August 2004-2005)

City of Boca Raton, Florida | Hurricane Frances Disaster Recovery and Debris Cleanup Management
Following Hurricane Frances, Mr. Burgiel supervised the responsive deployment of support teams, assisted with staging operations, and managed scheduling, dispatching, and logistics operations for the field inspectors assigned to storm debris cleanup.

Senior Management (August 2005-October 2006)

Miami-Dade County, Florida | Hurricanes Katrina and Wilma Disaster Recovery and Debris Management
After Hurricanes Katrina and Wilma struck Miami-Dade County, our team provided immediate on-site assistance and a wide range of disaster recovery management and storm debris cleanup monitoring services to help Miami-Dade County make a quick recovery. Under Mr. Burgiel's direction, our team assembled and deployed a full disaster recovery team to assist Miami-Dade County with removal of approximately 5.5 million cubic yards of debris. Mr. Burgiel oversaw the data management process and assisted Miami-Dade County with FEMA project worksheets and appeals.

Senior Management (August 2004)

Polk County, Florida | Hurricane Charley Program Management and Disposal Site Monitoring Assistance
In the weeks following Hurricane Charley, Mr. Burgiel assisted Polk County with planning and managing disposal site monitoring activities. He was responsible for overseeing disposal site monitors, as well as spotters at Polk County's northeast, north central, and southeast landfills. Mr. Burgiel managed documentation efforts to help Polk County promptly apply for and receive reimbursement for the total cleanup cost from state and federal emergency management agencies.

Senior Management (August 2004-2005)

Lake County, Florida | Hurricanes Charley and Frances Disaster Recovery and Debris Management
Following Hurricanes Charley and Frances, Mr. Burgiel helped Lake County perform a range of storm debris cleanup monitoring and management activities. He supervised staging operations, load inspections for storm debris cleanup performed by contract haulers, scheduling, dispatching, and logistics operations for the field inspectors assigned to storm debris cleanup.

TETRA TECH

Ralph Natale

Director, Post Disaster Programs

EXPERIENCE SUMMARY

Mr. Ralph Natale is the director of post-disaster programs for Tetra Tech, Inc. He leads the practice by developing programs, providing daily project support, and providing oversight and guidance to his team of project managers and projects. Mr. Natale is an expert in Federal Emergency Management Agency-Public Assistance (FEMA-PA) Grant Program reimbursement policies and has administered nearly 70 projects in his 13-year career.

Mr. Natale has served as a principal in charge, project manager, data manager, and operations manager in response to some of the country's largest debris-generating disasters, including Hurricanes Matthew, Katrina, Ike and Sandy. This includes managing and documenting the removal of over 16 million cubic yards (CYs) of debris and 895,000 hazardous trees totaling over $470 million dollars of reimbursed invoices.

FEATURED RELEVANT EXPERIENCE

Subject Matter Expert (Debris Documentation, Program Management, Grant Management)

Mr. Natale has served as a debris documentation specialist and grant consultant for state and local governments during his extensive career in disaster debris industry. This includes serving as a current member of the State of Connecticut Emergency Operations Debris Task Force, where he was activated during the recovery operations following Hurricane Irene and Winter Storm Alfred.

Mr. Natale has also served as a senior consultant and subject matter expert on the following projects:

- State of California Camp Fire Response 2018- present
- USACE | NorCal Wildfires, 2017 – 2018
- State of California | SoCal Wildfires, 2018 – present
- Lake County, California | Valley and Butte Fire (September 2015–Present)
- City of Houston, Texas | Hurricane Ike, severe droughts, May 2015 floods (June 2009–Present), Hurricane Harvey (June 2009–Present)
- State of Connecticut | Interagency Debris Management Task Force (August 2010–Present)
- City of New Orleans, Louisiana | Hurricane Isaac (September–December 2012)
- Texas Department of Transportation | Federal Highway Administration-Emergency Relief Statewide Training (January–July 2010)
- Connecticut Department of Transportation | Winter Storm Alfred (October 2011–July 2012)

YEARS OF EXPERIENCE

14 Years

AREA OF EXPERTISE

- Program Development
- Documentation Management
- Private Property Debris Removal Programs
- Debris Removal Planning
- Debris Removal Monitoring
- Packet Management
- Geospatial Reporting

GRANT EXPERIENCE

- FEMA PA
- NRCS EWP
- FHWA ER

DISASTERS

- 4240 Valley and Butte Fire
- 4245 TX Severe Storms
- 4145 CO Flooding
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4106 CT Snow Storm
- 3268 NY Snowstorm
- 1971 AL Tornadoes
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1763 IA Flooding
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina

TRAINING/CERTIFICATIONS

- OSHA 40-Hour Asbestos Training
- IS-632: Debris Operations
- HSEEP-Certified
- OSHA Asbestos Health and Safety
- IS-30: Mitigation Grants System
- IS-100, 200, and 700: ICS and NIMS
- IS-630: Intro to the PA Process

- Boulder County, Colorado | 2013 Floods (October 2013 –2015)

Principal in Charge/Senior Program Manager

As director of post-disaster programs for Tetra Tech, Mr. Natale has focused on developing and improving program management processes. These processes ensure the most efficient methods of managing debris removal programs to maximize federal reimbursement via the FEMA 325, and 327 guidelines. As a senior program manager, Mr. Natale ensures quality control and quality assurance of project managers' deliverables on all Tetra Tech projects. A representative list of projects he has worked on is included below.

Camp Fire Response
Mr. Natale serves as project manager and is responsible for oversight of debris and environmental work related to the hazardous material removal of over 12,000 parcels located in the County of Butte. This is possibly the largest debris operation in history.

Carr and Mendocino Complex Fire Incident (August 2018 – present)
Mr. Natale serves as project manager and is responsible for oversight of debris and environmental work related to the hazardous material removal of over 1,300 parcels located in Shasta and Lake Counties.

Northern California (NORCAL) Wildfire Response (November 2017-Present)
Mr. Natale serves as principal in charge for USACE ADMS services for all the work completed after the Northern California wildfires in 2015. This included debris and environmental services of over 8,000 homes and over 1 billion dollars in costs. Mr. Natale oversees the overall project management team and assists with staffing and logistics for this four county response.

Ventura California Wildfire Response (February 2018 – Present)
Mr. Natale serves as principal in charge for USACE ADMS services for all the work completed after the Northern California wildfires in 2015. This included debris and environmental services of over 8,000 homes and over 1 billion dollars in costs. Mr. Natale oversees the overall project management team and assists with staffing and logistics for this four county response.

Florida Department of Environmental Protection (2016-2018)
Mr. Natale serves as principal in charge for FDEP waterways debris removal programs (wet debris). Unlike conventional debris removal programs that are well established every waterways program needs a level of customization. Mr. Natale has provided this oversight working with the State of Florida, FEMA and the local counties that recovery was being conducted. Counties worked post Matthews and Irma include; Nassau, St. Johns, Ventura, Brevard, Monroe, Collier, Lee.

Detwiler Fire (August 2017-Present) and Helena Fire (September 2017- Present) California Fire Response
Following the catastrophic fires that impacted California in the fall of 2017, Mr. Natale has been overseeing disposal operations for both the Detwiler and Helena Fires. Under Mr. Natale's direction, the Tetra Tech team was responsible for the hazard assessment of over 200 parcels of burned area in Northern California. Tetra Tech also conducted OSHA personal sampling and air monitoring and sampling during all operations to ensure protectiveness to public health during cleanup operations. Tetra Tech assessed each parcel for radiation, VOCs, lead, asbestos, and debris estimates.

Clayton Valley Fire California Fire Response (October 2016-January 2017)
As senior program manager, Mr. Natale was responsible for coordinating project management staff, overseeing health and safety operations, and responsible for overall completion of the project. He also oversaw the Tetra Tech team that conducted OSHA personal sampling, air monitoring, and sampling during the duration of the project to ensure protectiveness to public health during cleanup operations.

CalRecycle | Erskine Fire (July 2016–October 2016)

As principal in charge for the Erskine wildfire recovery project, Mr. Natale oversaw operations including staffing, safety, field logistics, task force dispatching, training, and other daily activities. The Erskine fire was the second-most destructive fire of the California wildfire season that year, burning nearly 50,000 acres, and destroying over 100 buildings. Debris removal was performed on 302 fire-damaged sites, and under Mr. Natale's oversight the firm provided management and support staff for the CalRecycle/Cal Office of Emergency Services (OES) incident command system for the duration of the program.

California | Valley and Butte Fire (October 2015–2016)
Mr. Natale helped create and implement programs for several projects after the Valley and Butte fires of 2015, which burned over 150,000 acers of forests and destroyed over 2,000 homes, with recovery costs of over $300 million. Each program developed was unique but necessary for the community as a whole to recover. Programs included geospatial live tracking of work completed and equipment deployed; mitigation of hazardous trees from rights of ways and private property that was fully funded by CalOES and FEMA; private property debris removal packet management and database support; and management of a unique mix of environmental scientists and debris specialists to provide documentation for remediation of asbestos and other contaminants left behind, including debris quantities. These clients included Lake County Public Works, CalRecycle (AJ Diani), CalRecycle (Sukut), and PG&E.

State of New Jersey | Hurricane Sandy Disaster Recovery Operations (October 2012–January 2013)
Mr. Natale supported debris monitoring efforts for seven separate municipalities and state agencies following Hurricane Sandy. These clients including but not limited to the City of Newark, City of Sayreville, Ocean Township, and the New Jersey Parks Department.

State of Connecticut | Hurricane Sandy Statewide Debris Monitoring Operations (October–December 2012)
Mr. Natale oversaw statewide debris monitoring operations in response to Hurricane Sandy. Mt. Natale led our team in responding to nine municipalities spread over 100 miles, including but not limited to the Town of Fairfield, City of New London, and the Town of Greenwich.

City of New Orleans; Jefferson Parish; and St. John the Baptist Parish, LA | Hurricane Isaac Debris Monitoring Operations (September–December 2012)
Mr. Natale oversaw the debris monitoring efforts following Hurricane Isaac. During this effort, our team monitored the collection and disposal of over 670,000 CYs of debris. Mr. Natale coordinated with several local governments, including the City of New Orleans, Jefferson Parish, and St. John the Baptist Parish.

Town of Hilton Head Island, South Carolina | Hurricane Matthew (October 2016–June 2017)
Mr. Natale provided project management and oversight for the popular tourist destination, Hilton Head Island, following extensive damage caused by Hurricane Matthew. Within hours of the disaster, Mr. Natale was on-site to assess the damage and meet with Town officials. Mr. Natale managed the mobilization of a local team of debris monitors and established our automated debris management system (ADMS) for the City to provide real-time updates on the debris removal operations. In total, our team monitored the removal of 2,187,080 cubic yards of debris.

TETRA TECH

Anne Cabrera

Deputy Director, Post Disaster Programs

FEMA Coordinator

EXPERIENCE SUMMARY

Ms. Cabrera has worked nationwide on numerous major post-disaster activations since Hurricane Wilma in 2005, where she has served in a variety of roles focusing on reimbursement for more than $2 billion from the Federal Emergency Management Agency (FEMA). Ms. Cabrera has worked on behalf of cities and counties throughout the United States and is a highly regarded expert in the debris management industry.

In addition to her work with post-disaster recovery operations, Ms. Cabrera has worked with a number of clients on longer-term financial recovery, including serving as a technical resource to clients during implementation of the FEMA Public Assistance (PA) Program and other federal grant programs and assisting in the preparation, development, and review of FEMA PA Project Worksheets (PWs) for disaster related activities, state appeals, and closeout processes. Within the Tetra Tech post-disaster practice Ms. Cabrera is the lead technical expert on the FEMA PA Program remaining up to date on policy and guidance changes and providing a resource to our post-disaster projects across the board to ensure consistency in understanding and implementation of requirements. Ms. Cabrera is often called on by our regional project managers to provide technical expertise on various projects.

In addition, Ms. Cabrera has developed valuable partnerships with various clients, helping them to plan for and prepare for potential disasters. This work has included providing training sessions and participating in exercises with communities across the Country, including helping many cities and counties create or update disaster debris management plans and develop ongoing staff training programs.

FEATURED RELEVANT EXPERIENCE

Regional Program Manager/Technical Advisor (October 2018-May 2019)

Hurricane Michael

On October 10, 2018, Hurricane Michael made landfall as a high-end Category 4 hurricane, with maximum sustained winds of 155 mph in Mexico Beach, Florida, and had direct impacts on Bay County, Florida. Ms. Cabrera worked directly with the cities of Lynn Haven, Callaway, Springfield and Parker who suffered some of the most devastating impacts from the storm. Her work involved providing oversight to debris operations while helping the Cities with technical assistance in program planning and FEMA reimbursement including application for private property debris removal, demolition and commercial debris removal programs.

YEARS OF EXPERIENCE

14 Years

AREA OF EXPERTISE

- FEMA Compliance Monitoring
- FEMA Reimbursement
- Disaster Debris Management
- Reimbursement Policies and Procedures
- Data Management
- Invoice Reconciliation
- Database Systems
- Project Staffing
- Multiagency Coordination

GRANT EXPERIENCE

- FEMA PA

DISASTERS

- 4399 Hurricane Michael
- 4393 Hurricane Florence
- 4337 Hurricane Irma
- 4332 Hurricane Harvey
- 4283 Hurricane Matthew
- 4241 SC Flooding
- 4240 CA Wildfires
- 4223 TX Severe Storms
- 4165 GA Winter Storm
- 4145 CO Flooding
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4106 CT Winter Storm
- 3268 NY Snowstorm
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1676 MO Winter Storms
- 1679 FL Tornados
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina

EDUCATION

Florida Atlantic University
Master of Business Administration, International Business, 2011

Bachelor of Arts, Liberal Arts, 1999

Regional Program Manager (September 2017–June 2018)

Hurricane Irma

Hurricane Irma affected the entire state of Florida and Ms. Cabrera served as the regional program manager for one of the hardest hit areas including Collier County where the storm made landfall. In addition, Ms. Cabrera has oversaw project operations for the Cities of Naples, Marco Island, Cape Coral and Charlotte County and was the Principal in Charge for a Florida Department of Environmental Protection (FDEP) waterway debris removal project.

Regional Program Manager (October 2016-March 2017)

Hurricane Matthew

After Hurricane Matthew impacted the east coast of the United States in October 2016, Ms. Cabrera served as the regional program manager for many of Tetra Tech's Florida clients overseeing all aspects of operations for Brevard and St. Johns Counties and the Cities of Cocoa Beach, Port Orange, Holly Hill, South Daytona, New Smyrna Beach, Oak Hill and Lake Helen.

Debris Program Manager (January 2016–February 2016)

Collier County, Florida | 2016 Straight-Line Winds

In January 2016, Collier County was forced to manage debris after a straight-line windstorm left a swath of damaged and downed trees across the County. After a long history of helping Collier County to plan for such disasters, including annual trainings and a 2015 update of their Disaster Debris Management Plan, Ms. Cabrera assisted with the rapid ramp-up to monitor disposal of debris from the impacted areas. Tetra Tech worked for the County for a three-week period and monitored and documented the contractor's removal of over 44,000 cubic yards of vegetative debris during this brief time-frame.

Public Information Technical Assistance (September 2015–December 2015)

Lake County, California | Valley Wildfire

The Valley Fire began September 12, 2015, in Lake County and burned 76,067 acres in Lake, Napa, and Sonoma Counties prior to being fully contained. 1,958 structures were ultimately destroyed, and the intensity of the Valley Fire destroyed many trees. There were multiple cooperating agencies participating in various aspects of the fire response and recovery efforts, including the California Office of Emergency Services (CalOES), California Department of Transportation (Caltrans), California Department of Resources Recycling and Recovery (CalRecycle), and Pacific Gas and Electric Company (PG&E). Specifically, Lake County's responsibility has been to provide for safe use of County-maintained roads and trails within County parks resulting in a County run program to address dead and dying trees threatening County roadways. Given the weariness of residents with the ongoing fire recovery, the multiple private contractors hired by various agencies involved with recovery efforts, the general concern over responsible tree removal operations, the community benefit to retaining trees when possible, and the need for entry on to private property for portions of the work, it was important for the County to devise a clear and responsive communications plan to keep residents informed of all aspects of the project. Ms. Cabrera helped write a public information plan to provide timely and accurate information to County residents. This was a multi-faceted approach to communicate information and included a County web page, mailers to County residents, identification badges for contractors, informational flyers, Town Hall style meetings, and a citizen information center.

Debris Subject Matter Expert (November 2015–December 2016)

Central Contra Costa Solid Waste Authority | Multi-Jurisdictional Disaster Debris Management Plan (DDMP)

The Central Contra Costa Solid Waste Authority (SWA) is a Joint Powers Authority with six member agencies, including portions of unincorporated central Contra Costa County, the Towns of Danville and Moraga, and the Cities of Lafayette, Orinda, and Walnut Creek. The SWA service area has a population of approximately 215,000 people and is responsible for managing franchised refuse and recycling collection, processing, and disposal services for its member agencies. After the nearby Napa Earthquake in 2014, the agency became concerned

about the ability to handle and coordinate disaster debris in addition to regular municipal solid waste collection in the region. Desiring a regional planning approach, the SWA wanted to proceed with a planning process that results in individual disaster debris management plans for the six member jurisdictions that roll up into an overarching regional framework. Ms. Cabrera has been instrumental in developing and managing this unique planning process, including both regional planning meetings and jurisdictional meetings. Ms. Cabrera has also provided operational expertise to jurisdictions that largely have not had to address debris management in the past.

Debris Subject Matter Expert (March 2014–September 2014)

Montgomery County, Pennsylvania | Multi-Jurisdictional DDMP

Ms. Cabrera served as a debris subject matter expert and supported Montgomery County in establishing and implementing a multi-jurisdictional debris management planning program. Ms. Cabrera assisted with the planning meetings and in developing a customized DDMP. This program enhanced Montgomery County's ability to facilitate the performance of government services during and after a debris-generating disaster.

Debris Subject Matter Expert (June 2008–Present)

Broward County, Florida | County-Wide Debris Site Assessments Study

Since 2008, Ms. Cabrera has provided consultation and debris subject matter expertise to Broward County in preparation for a potential FEMA declared disaster. Ms. Cabrera has worked closely with many members of various County departments to ensure information has been gathered based on past experiences and improvements made to proactively prepare for managing the execution of a Stafford Act PA Grant Program. In addition to providing management on several County planning projects, Ms. Cabrera has worked with the County's Solid Waste and Recycling accounting department to update their internal database systems to support account reconciliations necessary to control and report on County PW accounts as well as the disposal accounts for the 31 separate applicant municipalities that may use the County solid waste disposal sites in a declared disaster event.

Public Assistance Grant Administrator (January 2010–September 2012)

Port of Galveston, Texas | Hurricane Ike Financial Recovery Services

Ms. Cabrera assisted with the PA Grant Administration for the Port of Galveston, Texas following Hurricane Ike. Ms. Cabrera's tasks included reviewing and reconciling PWs for State and FEMA closeout for Hurricane Ike. In the course of the initial review, damages not captured in the initial PWs were identified including storm induced erosion damages that did not become evident until many months after the initial disaster. Ms. Cabrera was involved in the process of writing new PWs for the previously undocumented damage which included the formulation, review and management of damage descriptions, bid specifications, scope of work, contractors specifications, force account labor and equipment, logistics of project commencement and completion, invoicing, tracking of funds, site visits and photos, State and FEMA communication, and monitoring the obligation and closeout process.

Invoice Reconciliation Analyst (October 2005–August 2012)

City of Hollywood, Florida | Hurricanes Katrina and Wilma Financial Recovery Services

Ms. Cabrera worked with the City of Hollywood as an invoice reconciliation analyst immediately following Hurricanes Katrina and Wilma when they impacted the area in 2005. She oversaw the data management process at an established local data center and worked with the City, their multiple debris contractors and FEMA staff to reconcile the invoices for debris removal work which provided the back-up for the FEMA PWs. Ms. Cabrera has remained a consultant to City of Hollywood staff working with their accounting and finance department to respond to FEMA requests for additional information and as audit support for both FEMA and Office of Inspector General (OIG) audits.

TETRA TECH

Jeffrey Dickerson
GIS Analyst

EXPERIENCE SUMMARY

Mr. Jeffrey Dickerson has more than 30 years of experience in program management, with extensive experience in technical organizational management, training, and readiness exercises. He is a military veteran with skills in leadership, training, and personnel development. As the Technical Applications Manager, Mr. Dickerson is responsible for the planning, development, deployment of technical applications supporting emergency response operations for the firm.

Mr. Dickerson has extensive experience in process improvement and application of advanced technology to boost efficiency post-disaster field and data operations. He recently presented at the National Hurricane Conference on the use and application of technology to improve disaster response cost efficiency.

Mr. Dickerson has led the development and support of Tetra Tech's automated debris management system (ADMS), RecoveryTrac™. As one of only three systems validated by the USACE, it is the preferred provider by the USACE debris contractors, providing ADMS services to 6 of 8 USACE districts globally. RecoveryTrac's flexibility and GIS capabilities provide best-in-class reporting and analysis tools. Additionally, RecoveryTrac's web-based data feeds enable direct integration into client GIS and emergency management systems.

Mr. Dickerson has managed numerous large disaster activities with over 1,000 field monitors, coordinated the operation of a round-the-clock data processing centers—some with over 90 personnel, and provided technical support for a debris management database to track the over 1,000 trucks and documentation for over 5 million cubic yards of debris brought to the client's debris management sites (DMS).

RELEVANT EXPERIENCE

GIS/ADMS Applications Manager (October 2017–July 2018)

Sonoma, Napa, Lake and Mendocino Counties, CA | Wildfire Disaster Debris Private Property Debris Removal (PPDR) Program Management

As part of a FEMA-Army Corps of Engineers (ACE) contractor team, Mr. Dickerson supported the deployment and data management of the ACE compliant ADMS and GIS technologies to automate documentation of the private property hazard removal and fire debris removal mission. Mission assignment also included site assessment and environmental remediation sampling. To date, over 3,450 properties have been assessed, sampled and fire debris removed generating nearly 761,000 tons of debris. Advanced GIS mapping, document, and data analysis portals were used extensively to document FEMA, ACE, and California environmental requirements.

YEARS OF EXPERIENCE

30 Years

AREA OF EXPERTISE

- Mobile and GIS Technology
- Resource Deployment and Tracking
- Readiness Training and Exercises
- Disaster Operations Support
- 20+ Years Military Experience

DISASTERS

- 4340 Hurricane Maria
- 4240 CA Wildfires
- 4223 TX Flooding
- 4166 SC Winter Storm
- 4165 GA Winter Storm
- 4145 CO Flooding
- 4115 SD Winter Storm
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4106 CT Winter Storm
- 1791 Hurricane Ike
- 1609 Hurricane Wilma
- 1602 Hurricane Katrina

TRAINING/CERTIFICATIONS

- FEMA IS-632, IS-700, IS-922
- MCDBA, Microsoft Certified Database Administrator
- MCSE, Microsoft Certified Network Engineer
- MCT, Microsoft Certified Trainer

EDUCATION

Thomas Edison University
Associate of Science, Nuclear Engineering Technology, 1997

Deputy Project Manager (May 2017–October 2017)

State of Louisiana, Restore Louisiana (ReLa) Program

Mr. Dickerson managed the HUD-mandated environmental reviews (Tier II Site Specific Reviews) in accordance with 24 CFR Part 58 and the current Restore Louisiana Program Environmental Review (Tier II) Procedures for over 10,000 flood damaged properties.

GIS/ADMS Applications Manager (October 2016–May 2017)

States of Florida, Georgia, South Carolina and North Carolina | Hurricane Matthew Disaster Debris Public and Private Property Debris Removal (PPDR) Program Management

Mr. Dickerson managed the deployment of customized GIS-enabled ADMS technology. The system documented removal of over 8.5 million CYs of debris and 198,000 tree hazards while supporting 720 ADMS field employee and 47 debris management sites at a removal rate of nearly 165,000 CYs/day.

GIS/ADMS Applications Manager (October 2015–August 2016)

Lake and Calaveras Counties, CA | Wildfire Disaster Debris Private Property Debris Removal (PPDR) Program Management

Mr. Dickerson managed the development and deployment of customized GIS-enabled ADMS technology to automate a private and commercial property hazard removal and demolition program, including environmental remediation sampling. Over 4,000 hazardous tree were removed and 1,000 structures were, demolished generating nearly 100,000 cubic yards of mixed debris. Advanced GIS mapping, document, and data analysis portals were used extensively to document California environmental requirements.

ADMS and Logistics Manager (May 2015–August 2015)

State of Texas | Severe Flooding Debris and Hazard Removal Program Management

Mr. Dickerson managed the logistics and deployment of staff equipment and supplies as well as ADMS technology to 10 county and local clients in a multi-jurisdiction activation, including over 135 handheld devices removing 325,000 cubic yards of flood and household debris. Advanced GIS web services and data information portals were used extensively in managing the hazardous material pickups, road pass clearance, and public information applications.

GIS Field Application Manager (November 2014–May 2015)

City of New Orleans, LA | Hurricanes Katrina Demolition Phase II Program Management

Mr. Dickerson developed and deployed mobile field GIS technology to automate the private property demolition survey and documentation. Custom GIS base workflow automation provided custom form generation from collected field data. Phase II included the survey and demolition of over 375 structures.

GIS/ADMS Application Manager (February 2014–June 2014)

States of Georgia and South Carolina | Winter Storm Pax Disaster Debris Program Management

Mr. Dickerson managed the logistics and deployment of ADMS technology to seven county and local clients in a multi-state activation, including over 265 handheld devices for over 110,000 hazardous limb and tree removals and over 1,000,000 cubic yards of debris. Advanced GIS web services and data analysis portals were used extensively in managing the projects and public information applications.

Logistics and Network Operations Manager (August 2011–June 2012)

States of Virginia and North Carolina | Hurricane Irene Debris Removal Monitoring

Following Hurricane Irene, Mr. Dickerson managed the logistics and network infrastructure to support the project work for over 15 state, county, and local clients. His responsibilities included ensuring the availability of application and communication systems to support disaster operations. Logistical responsibilities included arranging travel, accommodations, equipment, and supplies needed to support field operations.

TETRA TECH

John Buri

Principal & Director, Post Disaster Programs

EXPERIENCE SUMMARY

Mr. John Buri is a director of post-disaster programs for Tetra Tech, Inc., and a member of our senior management team. Mr. Buri has a thorough understanding and practical application of industry best practices and federal guidance governing such efforts including the Federal Emergency Management Agency (FEMA), Hazard Mitigation Assistance (HMA), FEMA Public Assistance (PA) Program, 2 CFR 200, HUD CDBG-DR and disaster funding strategies for local and state governments. Key highlights of Mr. Buri's career include:

- **16 years of experience:** Working with mitigation, emergency management planning, response, and recovery operations
- **$3 billion:** His work has represented over $3B in disaster related grants.
- **22 Disaster Declarations:** Performed in roles of project manager or principal-in-charge
- **$142 million:** Served as program manager for $142M in buyout /elevations
- **41 Total Disaster Declarations:** Worked on projects in either a project manager, principal in charge or support role.
- **17 States:** Worked in 17 states across 8 FEMA Regions
- **100 clients**: Mr. Buri has worked for over 100 state and local governments clients since 2004
- **39 national and state-level conference speaking engagements:** He is a nationally recognized speaker on disaster recovery and preparedness topics, presenting at the National Hurricane Conference, National Hazardous Materials Management Association Annual Conference, Solid Waste Association of North America Annual Conference (WasteCon), Maryland Emergency Management Association Conference, Government Finance Officers Association Conference, Texas Homeland Security Conference, North Carolina Emergency Management Conference, and the National Forum for Black Public Administrators Conference.

FEATURED RELEVANT EXPERIENCE

Multi-year Emergency Management & Disaster Recovery Services

City of Houston, Texas; Program Manager

- Managed emergency responses to major disasters including Hurricane Ike in 2008 (DR-1791), Memorial Day flood in 2015 (DR-4223), Tax Day flood in 2016 (DR-4269); and Hurricane Harvey 2017
- Following each disaster, coordinated with FEMA, Texas Division of Emergency Management (TDEM), USACE, Texas Commission on Environmental Quality (TCEQ), city departments, elected officials,

YEARS OF EXPERIENCE

16 Years

AREA OF EXPERTISE

- Damage Assessment
- Policy and Procurement
- Debris Management
- Disaster Housing
- Grant Application Development
- Grant Accounting Systems
- Audit Process
- Closeout Procedures

GRANT EXPERIENCE

- FHWA-ER Program
- HUD CDBG-DR
- FEMA PA
- FEMA 404 HMGP
- FEMA HMA

DISASTERS

- 4245 TX Flood
- 4241 SC Flood
- 4240 CA Wildfire
- 4223 TX Flood
- 4222 OK Flood
- 4193 Napa Earthquake
- 4166 SC Winter Storm
- 4165 GA Winter Storm
- 4145 Colorado Floods
- 4087 Hurricane Sandy
- 4084 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 4022 Tropical Storm Irene
- 4106 CT Winter Storm
- 4064 OK Tornado
- 1969 NC Tornados

EDUCATION

Texas State University
Master of Arts, Public Administration, 2002

The University of Texas
Bachelor of Arts, Government, 2000

congressional offices and volunteer groups to coordinate field activities, damage site inspections, eligibility reviews, and audits

- Managed planning team for 5 task orders under the DHS' Regional Catastrophic Planning Initiative Grant and Urban Area Security Initiative grant allocated to the City of Houston Office of Homeland Security
- Program manager for the City's flood resilience initiative in supporting the City's Flood Czar conducting damage analysis, mitigation project identification and identification of grant opportunities.

Hazard Mitigation Grant Program Support

Various Clients – US

- Overall responsibility for the management and performance of task orders supporting $90+ in HMGP Grant applications across Texas, Georgia, Florida, South Carolina and North Carolina.
- Developed processes and implementation strategies for outreach, intake and verification for 100 elevations and 200 acquisition/demolitions

Disaster Grant Management Consulting – 2013 Front Range Flood

Boulder County, Colorado, Program Manager

- Overall responsibility for the management and performance of our task order for $8M in consulting services associated with the administration and documentation to support disaster grants
- Managed the grant administration of $300M in FEMA PA, FEMA HMGP, FHWA-ER, NRCS-EWP and HUD CDGB-DR recovery grants following the front-range floods.
- Coordinated recovery efforts between the County, USACE, NRCS, FEMA, Colorado Department of Local Affairs (DOLA), Colorado Division of Homeland Security and Emergency Management (DHSEM), Colorado Department of Transportation, Town of Lyons and Jamestown, internal county departments and elected officials.
- Facilitated strategic planning meetings with community stakeholders to identify long term recovery initiatives

Multi-year Emergency Management & Disaster Recovery Services

Montgomery County, Texas

- Managed emergency responses to multiple major disasters including Hurricane Ike in 2008 (DR-1791) and two floods in 2016 (DR-4269 and DR-4272)
- Directed various task orders following disasters including project formulation, technical assistance on the PA grant program, conducting substantial damage estimation of 250 flooded properties, data collection for PA grant program and grant application for FEMA FMA grant program.
- Served as the client point of contact, prepared cost and technical task order proposals, assigned resources, reviewed deliverables, and tracked costs and schedules to ensure compliance with statements of work and approved budgets

Subject Matter Expert/Senior Management Oversight (October 2015-Ongoing)

Richland County, South Carolina | Public Assistance Consulting

Mr. Buri has been an integral part of Tetra Tech's Richland County disaster recovery team assisting the Project Manager and consultants with obtain data, policy interpretation and general grant consulting. Mr. Buri has focused his time assisting with navigating the on-going challenges associated with dam reconstruction, road damage restoration and long term recovery.

Subject Matter Expert/Senior Management Oversight (May 2015-Ongoing)

City of Houston, Texas | Disaster Debris Monitoring and Public Assistance Consulting

Following the May 2015 Memorial Day Flood in Houston, Mr. Buri worked closely with the City of Houston's Disaster Recovery team on debris and FEMA reimbursement related issues. Mr. Buri developed operational plans, press releases, USACE/FEMA coordination, and daily progress reports along with contractor and force account labor documentation for submission to FEMA.

Senior Management Oversight (August-December 2011)

State of North Carolina | Hurricane Irene Disaster Debris Program Management

Mr. Buri provided senior management oversight to the State of North Carolina following the impact of Hurricane Irene and was instrumental in all disaster recovery operations. Mr. Buri oversaw a variety of projects for all 16 of our North Carolina clients, including right-of-way debris removal and disposal, removal of dangerous hanging limbs and leaning trees, residential debris disposal, Federal Highway Administration (FHWA) debris segregation, and FEMA reimbursement.

Regional Program Manager (September 2008–September 2010)

State of Texas – 78 Total Clients | Hurricane Ike Comprehensive Debris Management Operations and FEMA PA Administration and Management

Following Hurricane Ike, Mr. Buri served as regional program manager and provided senior management for approximately 78 clients in the state of Texas. Mr. Buri was instrumental in the immediate mobilization of our team and provided a full range of services and client support to each client. Mr. Buri also provided management and guidance to each client to ensure they received FEMA reimbursement.

Project Manager (September 2008-September 2011)

City of Houston, Texas | Hurricane Ike Disaster Debris Program Management

Mr. Buri served as a project manager to the City of Houston following Hurricane Ike, where Mr. Buri worked closely with the City of Houston Solid Waste and Finance Department to reconcile and provide detailed information of over $110 million in invoices and over $3 million in FHWA funds. In total, our team's response to the City of Houston included the collection of over 5.5 million cubic yards of debris in 256 zones throughout the City. This included 300 parks and open spaces and the removal of over 214,000 hazardous trees accompanied by 630,000 photographs to document eligibility.

Project Manager (July 2007–March 2008)

Escambia County, Florida | Escambia County Disaster Debris Management Plan

Mr. Buri assisted with the preparation of a disaster debris management plan for the County that identified responsibilities of key County staff and individuals from other participating jurisdictions. Pivotal to defining roles and responsibilities were two key workshops with all County and non-County stakeholders. Mr. Buri facilitated two half-day workshops, compiled the input and used the information for final plan development. The workshops were the basis for establishing a spirit of cooperation between, the County, participating municipalities, the Florida Department of Transportation, the Santa Rosa Island Authority and the Perdido Key Chamber of Commerce. The specific roles for each group in the event of a disaster were resolved and defined during the course of the meetings.

Senior Management

Disaster Debris Management Planning

Mr. Buri has provided senior management on several disaster debris management plans. In this role, he oversees the location and assessment of debris management sites, assists in the determination of what type of debris the sites could accommodate, assessing the ingress and egress capabilities, managing environmental issues, and managing the challenges that specific sites would present to the community. Throughout the disaster debris management planning process, Mr. Buri works thoroughly with government leadership to establish and define roles and responsibilities for debris-generating events. Mr. Buri has managed the completion of disaster debris management plans for the following jurisdictions:

- Brazoria County, Texas
- Denton County, Texas
- City of Grand Prairie, Texas
- Collin County, Texas
- City of Mansfield, Texas
- City of Mesquite, Texas

TETRA TECH

Oliver Yao

Project Role: Senior Management Team

EXPERIENCE SUMMARY

Mr. Oliver Yao serves as a financial analyst for post disaster programs at Tetra Tech, Inc. Mr. Yao has over twelve years of industry experience in the four phases of emergency management: preparedness, response, recovery, and mitigation. In addition, Mr. Yao has supported response efforts to some of the largest disasters to affect the United States, including Hurricanes Katrina and Ike. Due to his experience, Mr. Yao also has unique knowledge and understanding of federal grant programs and the documentation requirements. This knowledge and experience has aided Mr. Yao in developing and implementing standard operating procedures (SOP) for documentation and data management that assist our clients during closeout and audit.

Mr. Yao also understands all aspects of our automated debris management system (ADMS), RecoveryTrac™. Due to his understanding, Mr. Yao is able to support all aspects of the ADMS handhelds, including field deployment, geospatial reporting, and future enhancements.

This knowledge and experience has aided Mr. Yao in providing local governments across the country with debris management consulting services such as the development of disaster debris management plans (DDMPs), the procurement of debris removal contractors, and the evaluation of debris management sites (DMS). Mr. Yao also has extensive experience assisting Florida communities with debris management services. He was part of the project team that helped develop the first Florida FEMA-approved DDMP for Escambia County.

RELEVANT EXPERIENCE

Senior Management and Data Oversight (October 2018–Present)

Florida | Hurricane Michael Program Management

Hurricane Michael impacted the Florida panhandle region as a Category 5 hurricane. Mr. Yao currently provides senior management and data oversight for multiple projects in Florida including the cities of Lynn Haven, Springfield, and Callaway. Recovery efforts include private property debris removal and structural demolitions.

Senior Management and Data Oversight (September 2018–December 2018)

North Carolina | Hurricane Florence Program Management

Hurricane Florence impacted North Carolina in September of 2018. Mr. Yao provided senior management and data oversight for multiple projects in North Carolina including the counties of Onslow, Lenoir, and Craven.

YEARS OF EXPERIENCE

12 Years

AREA OF EXPERTISE

- FEMA Reimbursement and Audit Support
- Disaster Debris Management
- Data Management
- FEMA-Compliant Disaster Planning
- RecoveryTrac™ ADMS
- Emergency Management Planning

GRANT EXPERIENCE

- FEMA PA

DISASTERS

- 4337 FL Hurricane Irma
- 4332 TX Hurricane Harvey
- 4283 FL Hurricane Matthew
- 4240 CA Valley Fire
- 4223 TX Flooding
- 4166 SC Winter Storm
- 4145 CO Flooding
- 4155 SD Winter Storm
- 4145 CO Flooding
- 4086 Hurricane Sandy
- 4080 Hurricane Isaac
- 4029 TX Wildfires
- 4024 Hurricane Irene
- 1791 Hurricane Ike
- 1786 Hurricane Gustav
- 1780 Hurricane Dolly
- 1679 Tornadoes
- 1676 MO Winter Storms
- 1665 NY Snowstorm
- 1603 Hurricane Katrina

EDUCATION

Rollins College, Crummer School of Business
Master of Business Administration, 2006

Rollins College
Bachelor of Arts, Economics, 2003

Senior Management and Data Oversight (August 2017–April 2018)

City of Houston, Texas | Hurricane Harvey Program Management

The southwest region of Texas was substantially impacted by Hurricane Harvey and the torrential rainfall amounts the system brought to the region. The City of Houston activated the monitoring and program management services of Tetra Tech. Mr. Yao provided senior management and data oversight to the project. To date, over 1.2 million cubic yards of debris have been collected in the City as a result of Hurricane Harvey.

Senior Management and Data Oversight (September 2016–July 2017)

Volusia County; St. Johns County; Flagler County; Brevard County, Florida | Hurricane Matthew Program Management

The jurisdictions of Volusia County, St. Johns County, Flagler County, and Brevard County were among the many Florida communities impacted by Hurricane Matthew in September of 2016. Tetra Tech was activated by the aforementioned communities to provide program management and disaster debris monitoring services. Mr. Yao served as a senior management and data oversight manager for the Florida projects. He supported the projects by developing health and safety plans and verifying the projects met the project operations, timeline, deliverable, and budget standards for Tetra Tech.

Debris Management Consultant (April 2015–June 2015)

Sarasota County, Florida | Pre-Event Disaster Planning Services

Mr. Yao served as a debris management subject matter expert and assisted Sarasota County, Florida with the development of their scope of services for disaster debris removal services. As part of the County project team, Mr. Yao also assisted in responding to vendor questions and developing an analysis of vendor rates.

Debris Management Consultant (April 2015–September 2015)

City of Winter Springs, Florida | FEMA-Compliant Disaster Debris Management Plan

Mr. Yao assisted the City in developing their first DDMP in 2007. As such, the City requested Mr. Yao's assistance in updating the City plan to meet current FEMA guidelines as well as compliance under the FEMA Public Assistance Alternative Procedures (PAAP) Pilot Program. Mr. Yao collaborated with the City to update their DDMP. Mr. Yao also facilitated a force account workshop to train the City's key staff on updated documentation policies and procedures as they relate to force account labor and equipment.

Debris Management Consultant (March 2015–August 2015)

City of Sarasota, Florida | FEMA-Compliant Disaster Debris Management Plan

The City of Sarasota, Florida requested Tetra Tech's assistance to update their DDMP to meet FEMA requirements under the FEMA PAAP Pilot Program. Mr. Yao assisted the City in updating the City's plan to meet FEMA guidelines as well as industry best practices. As a result, the City's DDMP was approved by FEMA as compliant under the FEMA PAAP Pilot Program.

Senior Management and Data Oversight (May 2014–August 2014)

Blount County; Limestone County, Alabama | Severe Storms and Tornadoes Disaster Debris Program Management

Mr. Yao provided senior management and data oversight to two counties in the State of Alabama following severe storms and tornadoes that affected the area in May 2014. Mr. Yao was responsible for overseeing data management and project deliverables. Mr. Yao also provided the project manager operational and safety guidance.

Debris Subject Matter Expert (March 2014– September 2014)

Montgomery County, Pennsylvania | Multi-Jurisdictional DDMP

Mr. Yao served as a debris subject matter expert and supported Montgomery County in establishing and implementing a multi-jurisdictional debris management planning program. Mr. Yao and the project team

developed a debris management strategy based on the assessment of the County's existing resources, landfill and disposal capacity, and debris management site options. Mr. Yao also assisted in the development of multiple debris forecast models to estimate the resulting debris volumes following a disaster, as well as the County's capacity to address debris using internal equipment and resources.

Data Manager (April 2011–Ongoing)

City of New Orleans, Louisiana | Hurricane Katrina Residential Demolition Program
Mr. Yao served as a data manager and invoice reconciliation analyst for the City of New Orleans. In total, our team has supported the City of New Orleans in monitoring and documenting the demolition of over 1,700 damaged structures following Hurricane Katrina.

Senior Management and Data Oversight (February 2014–June 2014)

South Carolina | Winter Storm Pax Disaster Debris Program Management
The jurisdictions of Colleton County, SC; City of Sumter, SC; Sumter County, SC; Dorchester County, SC; and Barnwell County, SC were significantly impacted by Winter Storm Pax. Mr. Yao provided senior management and data oversight to the project managers assigned to the South Carolina projects. With Mr. Yao's support the projects met Tetra Tech standards for project operations, timelines, deliverables, and budgets.

Regional Data Manager (February 2013–January 2014)

New Jersey Department of Environmental Protection | Hurricane Sandy Waterways Debris Removal Program Management
Mr. Yao provided data management and oversight of the application of ADMS technology in both the north and south regions of the state as part of long-term recovery efforts to remove disaster debris from waterways throughout the state.

Debris Management Consultant (June 2012–August 2012)

Lake County, Florida | Pre-Event Disaster Planning Services
Our team has performed disaster planning and recovery efforts in Lake County since 2005 and assisted the County with monitoring efforts following Hurricane Charley and the 2007 Groundhog Day Tornadoes. As a result of this relationship, the County tasked our team with assisting in the development of a pre-positioned debris contractor request for proposal (RFP). Mr. Yao worked with the County to develop a scope of work and technical specifications for the debris contractor RFP.

TETRA TECH

James Ward
On-Site Project Manager

EXPERIENCE SUMMARY

Mr. James Ward is an experienced professional providing program management services for hazard mitigation emergency preparedness/planning response and recovery. He has supported projects in the states of Texas, Louisiana, South Carolina, and South Dakota, where he was responsible for implementing schedules for the contractor and providing client support for Federal Emergency Management Agency (FEMA) regulations and procedures.

FEATURED RELEVANT EXPERIENCE

Deputy Operations Section Chief/Branch Director (January 2019 – Present)

Camp Fire, CA – CalRecycle/CalOES

Mr. Ward served as deputy operations section chief following the November 2019 Camp Fire. The project is projected to require the demolition and debris removal of nearly 17,000 structures.

Branch Director (September 2018-Present)

Carr Fire, CA – CalRecycle

Mr. Ward currently serves as a Branch Director overseeing division supervisors in Shasta County, CA. The Carr fire resulted in nearly 1,300 parcels requiring debris removal.

Operations Manager (November 2017 – March 2018)

Northern California (NORCAL) Wildfire Response

Mr. Ward served as an operations manager associated with cleanup efforts after the NORCAL wildfires. The fires resulted in over 3,000 homes requiring debris removal. Mr. Ward assisted with staffing and logistics for this as well as the implementation of RecoveryTrac™ Automated Debris Management System (ADMS) to document debris removal efforts.

Project Manager (September 2017 – November 2017)

Brazoria County, Texas | Hurricane Harvey Disaster Debris Monitoring

Immediately following Hurricane Harvey, Mr. Ward serves as project manager, implementing the removal of over 230,000 cubic yards of debris for Brazoria County. Mr. Ward remained a consistent point of contact for the County throughout the debris removal process, and will provide a bridge to the County's long-term recovery.

Project Manager (October 2016–January 2017)

City of Port Orange, Florida | Hurricane Matthew Debris Removal Program

Mr. Ward served as project manager for the City of Port Orange's debris removal program following Hurricane Matthew. He oversaw coordination with the debris removal contractors, field monitor oversight, FEMA reimbursement

YEARS OF EXPERIENCE

7 years

AREAS OF EXPERTISE

- Disaster Debris Management
- Right-of-Way/Right-of-Entry Debris Removal
- Private Property Programs
- Leaner/Hanger Programs
- FEMA Reimbursement

DISASTERS

- 4283 FL Hurricane Matthew
- 4277 LA Severe Storms and Flooding
- 4269 TX Severe Storms and Flooding
- 4223 TX Severe Storms and Flooding
- 4166 SC Winter Storm
- 4115 SD Winter Storm
- 4029 TX Wildfires

documentation, and field monitor health and safety. Mr. Ward oversaw the collection of over 428,000 cubic yards of eligible disaster debris that was a result of Hurricane Matthew. He also managed a hazardous tree and hanger removal program that addressed over 6,000 trees in the City.

Operations Manager (August 2016 – September 2016)

Ascension Parish, Louisiana | Severe Storms and Flooding Disaster

Mr. Ward was deployed as an operations manager for Ascension Parish, Louisiana following severe storms and flooding that resulted in concentrated volumes of disaster debris in the Parish. Mr. Ward's responsibilities included field monitor dispatch, health and safety, reimbursement documentation, and field supervision. Mr. Ward also worked closely with data managers and ADMS specialists to document and track operations as well as deliver expedient and accurate reporting to key stakeholders.

Operations Manager (May 2016 – July 2016)

Harris County, Texas | Severe Storms and Flooding Disaster Debris

Mr. Ward was deployed as an operations manager for Harris County, Texas following severe storms and flooding that resulted in concentrated volumes of disaster debris in the County. Mr. Ward's responsibilities include field monitor dispatch, health and safety, reimbursement documentation, and field supervision. Mr. Ward also worked closely with data managers and ADMS specialists to document and track operations as well as deliver expedient and accurate reporting to key stakeholders.

Senior Field Supervisor (May 2015 – August 2015)

City of Houston, Texas | Severe Storms and Flooding Disaster Debris

Mr. Ward was deployed as a senior field supervisor for the City of Houston, Texas following severe storms and flooding that resulted in concentrated volumes of disaster debris in the City. Mr. Ward's responsibilities include field monitor supervisor, health and safety, reimbursement documentation, and truck certifications.

Field Supervisor (February 2014–May 2014)

Dorchester County, South Carolina | Winter Storm Pax Disaster Debris Program Management

Mr. Ward served as field supervisor for Dorchester County, South Carolina following Winter Storm Pax, where he oversaw field monitors and support reimbursement documentation for the County. Mr. Ward was also instrumental in the identification, hiring, and training of field staff to support the project.

Field Supervisor (April 2013–September 2013)

City of Sioux Falls, South Dakota | Severe Winter Storm Disaster Debris Program Management

Following an ice storm in April 2013, Mr. Ward served a field supervisor for the City of Sioux Falls, South Dakota. Mr. Ward's responsibilities include field monitor dispatch, health and safety, reimbursement documentation, and field supervision. Mr. Ward also worked closely with data managers and ADMS specialists to document and track operations.

Field Supervisor (September 2011–August 2012)

Bastrop County, Texas | Wildfire Disaster Program Management

Mr. Ward served as a field supervisor, where he worked on right-of-entry properties to identify qualified trees for removal after more than 1,600 homes were destroyed following the largest and most damaging wildfire in Texas history.

TETRA TECH

Charles Cabrera
Operations Manager

EXPERIENCE SUMMARY

Mr. Charles Cabrera is a 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER)-trained operations manager for Tetra Tech who serves on various projects throughout the country. Mr. Cabrera is responsible for the implementation of Tetra Tech's work plans, dispatching field personnel, staffing, safety, field logistics, and training. Mr. Cabrera will verify eligibility and compliance; oversee collection and disposal operations; and coordinate directly with debris contractors, data managers, and project managers to facilitate the success of fast-moving debris operations projects.

Mr. Cabrera has developed an extensive understanding of federal, state, and local regulations, protocols, processes, and guidance with respect to homeland security, disaster preparedness, response, recovery, and mitigation.

FEATURED RELEVANT EXPERIENCE

Operations Section Chief – Inside Paradise West (January 2019-Present)

Camp Fire, CA – CalRecycle

Mr. Cabrera serves as Operations Section Chief overseeing the debris removal operations for the west portion of the City of Paradise, CA following the November 2018 Camp Fire. The project is projected to require the demolition and debris removal of nearly 17,000 structures.

Operations Section Chief (October 2018-January 2019)

Mendocino-Complex Fire, CA – CalRecycle

Mr. Cabrera serves as Operations Section Chief overseeing the debris removal operations of nearly 174 structures following the October 2018 Mendocino-Complex Fire in Lake County, CA.

Project Manager (August 2018–Present)

Tetra Tech provided program management and monitoring services beginning in August 2018. Mr. Cabrera serves as the Project Manager and is providing oversight and documentation of waterways debris removal for the Port Authority.

Operations Manager (May 2018–June 2018)

City of Miami, FL | Hurricane Irma

Mr. Cabrera served as the operations manager and was responsible for assigning monitors to crews, health and safety, supervisor training, and overall field oversight.

Lead Field Manager (November 2017 – February 2018)

Sonoma County, CA | NORCAL Fires

In October of 2017, more than 250 wildfires erupted and burned throughout Northern California (NORCAL). Due to the scale and severity of the fires, the

YEARS OF EXPERIENCE

5 Years

AREA OF EXPERTISE

- Disaster Debris Management
- Right-of-Way Debris Removal
- Safety
- Private Property Debris Removal
- Disposal Operations
- Quality Assurance Initiatives
- FEMA Compliance Monitoring
- Supervision of Field Operations
- Operational Scheduling and Dispatch
- Hazardous Tree Removal
- FEMA PA Category A documentation and eligibility requirements

DISASTERS

- 4382 CA Wildfires
- 4337 Hurricane Irma
- 4332 Hurricane Harvey
- 4283 Hurricane Matthew
- Collier County Severe Storms and Straight-Line Winds
- 4240 California Valley Fire and Butte Fire
- 4245 Texas Severe Storms
- 4223 Texas Severe Storms and Flooding
- 4165 Georgia Severe Winter Storm

EDUCATION

University of South Florida, Associate Degree, *In Progress*

TRAINING/CERTIFICATIONS

- 40- Hour HAZWOPER

United States Army Core of Engineers (USACE) was tasked with the assignment of the debris removal mission. USACE selected three prime contractors to work in the three fire damaged regions and Tetra Tech provided the documentations services for all three contractors. Mr. Cabrera served as a Lead Field Manager and was responsible for the management and implementation of RecoveryTrac™ Automated Debris Management System (ADMS) to document debris removal efforts.

Deputy Project Manager (August 2017- October 2017)

City of Houston, Texas | Hurricane Harvey

While Hurricane Harvey made landfill near Rockport, TX, the slow moving tropical system brought bands of heavy rain. An average of 40 inches of total rainfall, the equivalent of 1.2 trillion gallons of water, dropped onto Harris County and the City of Houston. As a result, the City experienced widespread flooding and activated program management and monitoring services from Tetra Tech. Mr. Cabrera was mobilized as a Deputy Project Manager to initiate operations, manage staffing levels, and implement quality assurance and control measures.

Project Manager (February 2017–June 2017)

Florida Department of Environmental Protection | Hurricane Matthew

In February of 2017, the Florida Department of Environmental Protection (FDEP) awarded Tetra Tech a contract to monitor the removal of waterways debris from Brevard, Nassau, St. Johns, and Volusia County waterways. Mr. Cabrera was deployed as the project manager for the FDEP Brevard County waterways program. Mr. Cabrera oversaw the monitoring and documentation of 31,711 CY of waterways debris removed from Brevard County.

Deputy Project Manager (October 2016–January 2017)

Brevard County, Florida | Hurricane Matthew

Hurricane Matthew pummeled Brevard County in 2016, leaving over 800,000 cubic yards of debris in its wake. As deputy project manager, Mr. Cabrera was responsible for implementing all task orders from the City, and provided project oversight, project scheduling, training of personnel, and dispatching of staff.

Project Manager (January 2016–February 2016)

Collier County, Florida | Straight-Line Wind Event | Disaster Debris Program Management

Following a quick but powerful straight-line wind event, Collier County was faced with 60,000 cubic yards (CY) of vegetative debris that lined a swath of land throughout the southernmost section of the county. This isolated event was not declared federally but was still a large enough amount of debris to warrant an activation of debris collection resources. Mr. Cabrera coordinated with Collier County code enforcement and solid waste employees to document the areas in need of collection while managing the removal and disposal.

Operations Manager (May 2015–August 2015)

City of Houston, Texas | Severe Storms and Flooding Disaster Debris Program Management

Mr. Cabrera's responsibilities included dispatch of 120 monitors to debris trucks, compliance with the health and safety program, reimbursement documentation, and oversight of field supervisors that covered over 612 road miles throughout the City. Mr. Cabrera also worked closely with data managers and automated debris management system (ADMS) specialists to document and track operations as well as deliver expeditious and accurate reporting to key stakeholders.

Senior Field Supervisor/Operations Manager (February 2014–April 2014)

City of Augusta, Richmond County, Georgia | Winter Storm Pax Disaster Debris Program Management

Following Winter Storm Pax, Mr. Cabrera was deployed to assist in the management of nearly 90 debris removal trucks and the collection of over 900,000 CYs of vegetative debris within a four-week period. Mr. Cabrera was promoted from senior field supervisor to operations manager due to his implementation and understanding of Tetra Tech processes and health and safety requirements. As an operations manager, Mr. Cabrera assisted with the dispatch of field monitors, compliance with the health and safety, and compliance with program and documentation requirements.

TETRA TECH

Paris Atkinson
Billing/Invoice Analyst

EXPERIENCE SUMMARY

Ms. Paris Atkinson is a senior data manager and billing/invoice analyst, where her responsibilities include data management, management of monitoring documentation for the Federal Emergency Management Agency (FEMA), invoice reconciliation, and the use of our automated debris management system (ADMS). She has extensive experience on all aspects of program data management up to and including project closeout and post-closeout audit support. Ms. Atkinson possesses knowledge and understanding of federal grant programs, including the Federal Highway Administration (FHWA) Emergency Relief (ER) Program and FEMA Public Assistance (PA) Program.

FEATURED RELEVANT EXPERIENCE

Regional Project Manager (November 2018-Present)

State of Georgia – United States Army Corps of Engineers (USACE)

Ms. Atkinson is currently serving as the overall regional data manager for the USACE mission to remove debris that was a result of Hurricane Michael in the State of Georgia. She oversees the regional data manager from the northern, central, and southern regions and provide senior leadership and oversight.

Regional Data Manager (September 2017-August 2018)

State of Florida | Hurricane Irma | Disaster Debris Program Management

Ms. Atkinson served as a regional data manager and oversaw daily data and invoice reconciliation operations of projects throughout Florida including Hillsborough County, Polk County, and Orange County. Ms. Atkinson provided senior level leadership and guidance to field data managers including FEMA compliance management, QA/QC of collection data, and the management and documentation of specialized programs such as hazardous tree and hanger removal. Ms. Atkinson also managed a team of invoice reconcilers who reviewed and submitted reconciled hauler invoices to clients.

Regional Data Manager (August 2017-June 2018)

State of Texas | Hurricane Harvey | Disaster Debris Program Management

Mr. Atkinson served as a regional data manager following the aftermath of Hurricane Harvey. She provided senior level leadership and guidance to field project managers. Ms. Atkinson verified field data managers followed standard operating procedures to manage and report debris collection statistics and progress. Ms. Atkinson also managed a team of invoice reconcilers that reviewed and submitted reconciled hauler invoices to Tetra Tech's Texas clients.

YEARS OF EXPERIENCE

13 Years

AREA OF EXPERTISE

- FEMA Reimbursement and Audit Support
- Reimbursement Policies and Procedures
- RecoveryTrac™ ADMS
- Data Management
- Debris Monitoring Compliance
- Invoice Reconciliation
- Geospatial Analysis

GRANT EXPERIENCE

- FEMA PA
- FHWA ER

DISASTERS

- 4337 Hurricane Irma
- 4332 Hurricane Harvey
- 4283 Hurricane Matthew
- Collier County FL Severe Storms
- 4269 TX Flooding
- 4240 CA Valley Fire
- 4223 TX Flooding
- 4166 SC Winter Storm
- 4165 GA Winter Storm
- 4145 CO Flooding
- 4087 Hurricane Sandy
- 4080 Hurricane Isaac
- 4046 CT Winter Storm
- 4029 TX Wildfires
- 3268 NY Snowstorm
- 1609 Hurricane Wilma

EDUCATION

University of Florida
Bachelor of Science, Psychology, 2005

Regional Data Manager (September 2016-June 2017)

State of Florida | Hurricane Matthew | Disaster Debris Program Management

Ms. Atkinson served as a regional data manager and provided senior level leadership and guidance to field project managers. Hurricane Matthew primarily impacted Florida's east coast communities such as Volusia, Flagler, and St. John's County. Ms. Atkinson also performed quality assurance checks on field data managers to verify proper project reporting and data management. Ms. Atkinson also led a team of reconcilers to review and process debris hauler invoices for submission to Tetra Tech's Florida clients.

Senior Data Manager (October 2015–August 2016)

Lake County, California | Valley Fire Disaster Debris Program Management

In addition to a right-of-way debris and hazardous tree removal program, the County also initiated a selective private property debris removal (PPDR) program. One of the unique aspects of the County is the enormous trees along the right-of-ways. Thousands of fire hazard trees were identified throughout the County that, though located on private property, could post a threat to County maintained roads. As a result, the County initiated a selected PPDR program to address standing dead trees on private property that could impact County roads. Ms. Atkinson served as a senior data manager and was responsible for FEMA compliance management, including QA/QC of data and managing the documentation.

Senior Data Manager (May 2015–August 2016)

Hays County; Caldwell County; City of Houston, Texas | Severe Storms, Tornadoes, Straight-Line Winds, and Flooding Program Management

Tetra Tech was activated by the aforementioned communities to provide program management and disaster debris monitoring services. Ms. Atkinson served as the senior data manager for the Texas projects. She supported the projects by managing the data team in the field; providing FEMA compliance management, including QA/QC of right-of-way load collection; and managing the documentation for all hazardous tree and hanger removal. Ms. Atkinson also provided ADMS and database support for all staff members. Hays County has an ongoing PPDR program for which Ms. Atkinson continues to provide data management support.

Billing/Invoice Analyst (May 2015 – October 2015)

City of Houston, Texas | Severe Storms and Flooding Disaster Debris Program Management

Ms. Atkinson served as billing/invoice analyst for the City of Houston, Texas following severe storms and flooding that resulted in 300,000 cubic yards of disaster debris in the City. Ms. Atkinson worked alongside the data manager of the FEMA funded destruction relief program for the City, and also assisted with the daily input of collection logs and data documentation.

Senior Data Manager (January 2016–February 2016)

Collier County, Florida | Severe Storm and Straight-Line Wind Debris Program Management

Collier County, FL was impacted in January by a severe storm with measured winds as high as 83 mph. The storm caused significant arboreal damage to the County, so much so that the County chose to activate their disaster debris removal contractors and Tetra Tech. Ms. Atkinson provided program management and debris monitoring services to the County, which included ADMS technology implementation, quality assurance (QA)/quality control (QC) of data, multiple reporting functions, management of debris pile reported data and citizen concerns, contractor reconciliation and invoicing, and final project closeout.

Project Manager (July 2012–September 2012)

Lake County, Florida | FEMA-Compliant Disaster Debris Management Plan

In August 2012, she assisted Lake County, Florida, with the development of a FEMA-compliant disaster debris management plan. In addition, she assisted the County in developing a scope of services for their request for proposal for debris contracting, where a large focus was on helping complete the debris hauling request for proposal and guiding the County through the bid process.

TETRA TECH

Jason Phillips
Data Manager

EXPERIENCE SUMMARY

Mr. Phillips is an experienced document controller and data manager for Tetra Tech, Inc. He is an expert at private property debris removal (PPDR) documentation. He also has an in-depth understanding of Federal Emergency Management Agency (FEMA) eligibility, documentation requirements, and our automated debris management system (ADMS).

RELEVANT EXPERIENCE

Outreach Coordinator

Rebuild Florida | Hurricanes Michael & Irma

Mr. Phillips served as outreach manager for Tetra Tech's Rebuild Florida engagement. The program is designed to work with homeowners who sustained damage during Hurricanes Micheal and Irma to assess their applications to receive grant funding for the cost of repairing their homes. Mr. Phillips role has been to oversee the collection of sources data for new applicants, perform environmental surveys of properties and review properties for eligibility.

Regional Data Manager

USACE Georgia | FEMA DR 4400 - Hurricane Michael

Mr. Phillips was deployed to the 13 county United States Army Corps of Engineers (USACE) mission. This mission resulted in over 3.5 million cubic yards of debris collected and documented using RecoveryTrac ADMS. Mr. Phillips was responsible for the northern counties in the mission and oversaw daily quality assurance and quality control, reconciliation, and project reporting.

Packet Manager

CalRecycle | FEMA DR 4337 – Carr Fire

Mr. Phillips served as a data manager on the Carr Fire recovery program in Shasta County, CA. Mr. Phillips was responsible for supporting the electronic management and tracking of site documentation and quality assurance and quality control on the project database used for tracking debris removal costs and daily reconciliation. Over 518,905 tons of debris was documented using RecoveryTrac ADMS.

Data Manager

Town of New Fairfield, CT | FEMA DR 4385 – Connecticut Severe Storms and Tornadoes

Mr. Phillips served as a data manager on for the Town of New Fairfield following severe storms and tornadoes. Mr. Phillips was responsible for supporting the electronic management and tracking of site documentation and quality assurance and quality control on the project database used for tracking debris removal costs and daily reconciliation. This project resulted in over 86,000 CY of debris being collected within the first 50 days.

YEARS OF EXPERIENCE

4 Years

AREA OF EXPERTISE

- Data Management
- Quality Control/Quality Assurance
- Private Property Debris Removal
- Document Retention and File Management
- Geographic Information Systems (GIS)

DISASTERS

- 4400 Hurricane Michael
- 4382 CA Wildfires
- 4385 Severe Storms, Tornadoes, and Straight-Line Winds
- 4337 Hurricane Irma
- 4332 Hurricane Harvey
- 4294 Georgia Tornadoes

EDUCATION

IBM College, Dayton OH, Computer Science

Data Manager

Miami-Dade County | FEMA DR 4337 - Hurricane Irma

Mr. Phillips served as one of the lead data managers for the Miami-Dade County following Hurricane Irma. Mr. Phillips was responsible for supporting the electronic management and tracking of site documentation and quality assurance and quality control on the project database used for tracking debris removal costs and daily reconciliation.

Data Manager

Harris County | FEMA DR 4332 - Hurricane Harvey

Mr. Phillips served as data manager for the Harris County following Hurricane Harvey. Mr. Phillips was responsible for supporting the electronic management and tracking of site documentation and quality assurance and quality control on the project database used for tracking debris removal costs and daily reconciliation.

Data Manager

Dougherty County, GA | FEMA DR 4294 - Georgia Tornadoes

Mr. Phillips served as data manager for the Dougherty County following severe storms and tornadoes. Mr. Phillips was responsible for supporting the electronic management and tracking of site documentation and quality assurance and quality control on the project database used for tracking debris removal costs and daily reconciliation. This project also involved private property debris removal (PPDR) and demolitions. Mr. Phillips oversaw PPDR packet management.

Technical Approach

Project Understanding

Tetra Tech implements a best practices approach to disaster debris monitoring when planning for and responding to debris-generating events. Our team has gained unparalleled experience working on many of the largest Federal Emergency Management Agency (FEMA) Public Assistance (PA) eligible projects, including responses to Hurricanes Michael, Irma, Harvey, Matthew, Sandy, Ike, Wilma, and Katrina. Our team has assisted more local governments with debris monitoring efforts following natural disasters than any other firm in the nation. ***Collectively, we have overseen and managed the recovery of over 120 million cubic yards (CYs) of debris on behalf of over 300 public sector clients, resulting in excess of $6 billion in reimbursable costs to our clients.***

In addition, our understanding of the Florida Department of Transportation, FEMA, Federal Highway Administration (FHWA), U.S. Department of Housing and Urban Development (HUD), Natural Resources Conservation Service (NRCS), and other reimbursement agencies' requirements for eligibility, documentation, and reimbursement will help the City of Port Orange to receive the maximum reimbursement allowed following a disaster.

Tetra Tech has carefully reviewed the scope of work requested in the request for proposal (RFP) and can assure the City that we have the extensive experience, understanding, and knowledge of the City to successfully perform all aspects of the scope of work. ***Tetra Tech has worked with the City as a trusted partner following Hurricane Matthew and Hurricane Irma***, and has a unique understanding of the operational needs of the City. We are aware of the magnitude and importance of organizing and directing the necessary resources to define and carry out the tasks associated with the scope of work, and we are committed to continuing to provide a consistent and coordinated team to perform these services upon activation. Our project team will dedicate themselves to the City's needs throughout the year, not just during times of activation.

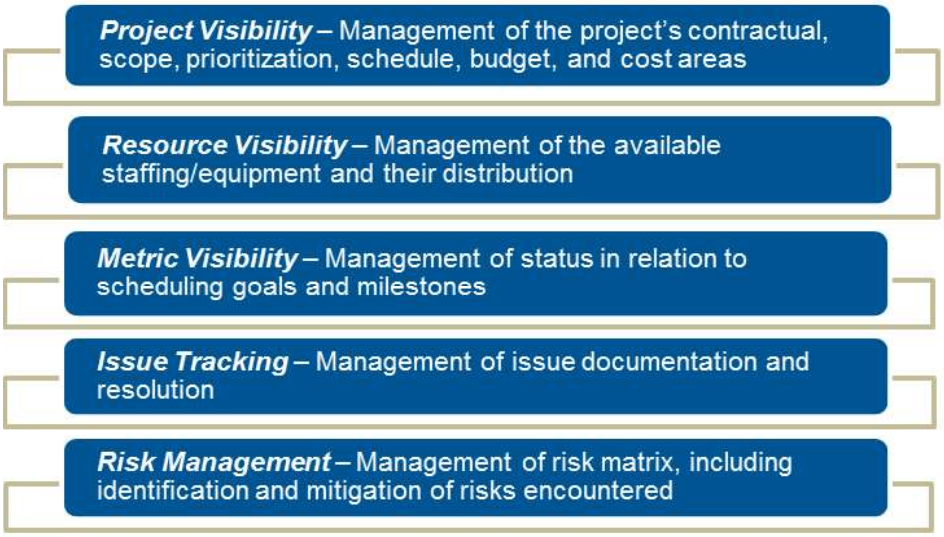
Our technical approach captures our unique capabilities, including the following:

- Our team's ability to provide end-to-end services in disaster preparedness, emergency management, and post-event response and recovery to help state and local governments plan for and recover from natural and human-caused disasters
- A project management team that is recognized for its ability to respond quickly to a broad range of emergencies, allowing our clients to return to the business of running their day-to-day operations
- A focus on local hires and the ability to hire, train, and support a local team to oversee the work being completed in their own communities, with local hires being fully supported with technology and a team of dedicated managers
- Detailed reporting systems and mapping capabilities that are driven by our RecoveryTrac™ automated debris management system (ADMS) technology, which will be tailored to the City's data needs, and has been utilized in the City of Port Orange following multiple disasters.

Project Management Methodology

Our methodology of project management governs both the planning and execution of all project work. The strategy, structure, and staffing requirements for the project organization are based on client expectations and the desired outcome. Tetra Tech's project management methodology enables our team to achieve success despite the unpredictable nature of disasters. Our methodology addresses the project management areas shown in the exhibit below.

Exhibit 3-1: Project Management Areas



These management areas are administered using the established project management procedures and protocols we have developed and refined over the years and numerous disaster activations. Our interactions with our clients are based on best practices that balance the need for direction of operational priority, issue resolution, and relevant information with considerations for the time availability of the client.

Procedures and Protocols

Each phase of Tetra Tech project management has documented procedures that govern the execution to provide ***scalable, consistent, high-quality results***. We use a systematic approach with frequent in-process quality checks to execute our project processes. Our general project approach includes tasks in each of the following phases:

- **Initiation (Pre-Event)**
  - **Annual coordination –** Conduct annual trainings and meetings to plan and test execution protocols and identify potential risks/mitigation opportunities.
  - **Contract review –** Review contracts for understanding of contractual requirements and possible cost savings.
  - **Communication systems checks –** Verify that communication systems function as designed and reporting needs are understood.
- **Mobilization (Immediately Prior to and Following Event)**
  - **Scope, tasking, and budget –** Determine services required, performance metrics, schedule, and budget constraints.
  - **Deployment and resource requirements –** Develop work plan and safety plans. Update risk matrix for work plan specifics.
  - **Staging of equipment and resources –** Coordinate movement of required support equipment/supplies and setup of communication and information systems.
- **Execution (Post-Event)**
  - **On-boarding and training staff –** Conduct suitability for work checks and provide targeted training program based on work and safety plans.
  - **Monitoring –** Supervise field operations, quality assurance/quality control (QA/QC) in-process checks, prioritization of resource management, and project reporting.

- **Communication –** Conduct status meetings and communicate project metrics and other pertinent information.
- **Issue tracking/resolution –** Conduct issue identification, staff communication, and resolution tracking.

- **Closeout (Post-Event)**
  - **Documentation deliverable –** Produce and deliver required documentation to support auditing.
  - **Demobilization –** Manage reduction in staff, post-use maintenance, and movement of equipment and supplies.
  - **Audit support –** Provide continued availability of information systems to support closeout information requests.

Client Interaction

Coordinated project communications coupled with accurate information enables effective decision-making. Our implementation of this provides our clients with the benefits:

- **Common Operating Picture**
  - Tetra Tech's real-time data sharing information portal allows the client, the debris removal contractors, and the monitoring firm to access the same accurate information, which markedly improves their ability to execute efficiently. The result is a much more efficient completion of project objectives.
- **Interoperability**
  - The information portability across disparate systems is the true power of Tetra Tech's client interaction and communication system. It allows integration with existing systems to provide better understanding and coordination among organizations.
- **Reliability, Scalability, and Portability**
  - Documented procedures and protocols enable scalability without loss in fidelity and quality of work product. When in-process quality controls and team cross-training are added, the ability to tolerate faults without affecting outcome is substantially increased.
- **Resiliency and Redundancy**
  - Experience operating in disasters enables Tetra Tech to design systems and processes to be able to withstand loss of infrastructure and key personnel yet maintain client expectations for information. This is accomplished not only in technology design, but in effective procedural protocols and our risk mitigation component.

Tetra Tech's project managers use methods specifically aimed at increasing the success of the team by engaging in ***collaborative problem solving and issue resolution***. By approaching others with professional mutual respect, our project managers form relationships that allow close coordination between the client and other contractors, ultimately improving communication, coordination, and efficiency of the project.

Operational Schedule

Based on Tetra Tech's understanding of the City and their needs, we have developed a draft mobilization schedule with key project management tasks in chronological order. The timeline is based on a typical activation; however, Tetra Tech is prepared to work with the City to adjust the timing of the specific elements below to meet the City's needs.

Prior to an event with warning (such as a hurricane), our team will begin monitoring the landfall of any tropical system at H-96 and will coordinate via conference call with the City. Following an event without warning (such as tornadoes or flooding), Tetra Tech will begin response at H-0.

Exhibit 3-2: Disaster Debris-Generating Event Operational Plan

Time	Task	Deliverables/Milestones
Preparedness		
Pre-event (normal conditions)	**Meet with the City to review plans and documents**	• Conduct annual pre-event meeting with the City and debris contractor • Review the City's disaster recovery contracts for FEMA compliance • Update critical documents and files, including any GIS files
H-96	**Review capabilities and resources**	• Contact the City and initiate daily conference call • Determine resource requirements from debris model • Review the City's emergency policies and contracts • Establish contact with the City's debris hauler and ensure Tetra Tech has the most up to date copy of the debris hauler contract
H-72	**Execute responsibilities and activate contracts**	• Review possible critical areas of concern, hospitals, major transit systems, historic districts, environmental issues, and critical infrastructure • Review protocols for private property, gated communities, and public drop-off sites • Review temporary debris reduction and site (TDSRS) locations and follow up with the Florida Department of Environmental Protection (FDEP) on permitting procedures • Estimate equipment requirements and DMS capacity to haul and stage debris • Prepare ADMS technology for mobilization
H-48	**Monitor storm track and continue preparations**	• Conduct regular meetings with City staff as requested • Confirm staging location and begin mobilization of resources • Mobilize project assets and begin base camp coordination and logistics (food, water, housing, etc.) with the City and Tetra Tech headquarters (if necessary) • Review list of priority roads and the operational plan • Obtain GIS files for municipalities that the City will assist with debris removal • Continue to update and gather updates from the City's debris hauler
H-24	**Prepare final reports**	• Save all critical documents and files to the network drive, USB drive, and laptop hard drive • Certify emergency road clearance equipment (in coordination with the City's debris hauler) • Determine emergency road clearance priorities
H-0	**ARRIVAL OF NOTICE EVENT/INITIATE RESPONSE TO NO-NOTICE EVENT**	
Response		
H +24	**Emergency push**	• Receive notice to proceed with not to exceed • Begin emergency push • Maintain time and materials (T&M) logs for push equipment • Coordinate with the City to conduct preliminary damage assessments and road closures (if requested) • Supervisors report to pre-designated locations and prep staff on project • Begin establishing ADMS infrastructure • Begin recruiting and training monitors, project coordinators, and data staff • Initiate opening of TDSRS locations • Follow up with FDEP on debris permits (if required)

Time	Task	Deliverables/Milestones
		• Work with the City to establish public information protocols to respond to concerns and comments
H +48	**Emergency push/ damage assessment**	• Continue emergency push • Continue preliminary damage assessment • Develop debris cost estimate required for presidential disaster declaration • Develop operational plan for disaster-specific issues • Refine health and safety plan for disaster-specific issues
H +72	**Disaster debris vehicle certification/ site preparation**	• Begin hauling truck certification • Install ADMS tower monitor infrastructure • Train monitors on policies, ADMS, and safety • Open public drop-off sites as requested
H +96	**Begin debris collection monitoring**	• Assign monitors to trucks • Assign supervisors to monitors • Hold morning and afternoon meeting with City staff and debris hauler • Implement QA/QC procedures
Recovery		
Week 1+	**Right-of-way (ROW) debris collection monitoring**	• Continue ROW collection • Address household hazardous waste (HHW) issues (if critical) • Issue daily reports/GIS maps • Hold daily meetings with the City, hauler, and/or State/FEMA as required • Staff citizens debris management hotline (if requested) • Define supplemental programs required (private roads, HHW) and prepare eligibility request
Week 1+	**Data management and invoice reconciliation**	• Provide ADMS reports and real-time monitoring access • Establish client GeoPortal to provide insight into project progress • Review truck metrics provided by RecoveryTrac™ • Initiate weekly reconciliation • Initial payment recommendations with retainage
Week 1+	**Reimbursement support/grant administration (FEMA, NRCS)**	• Prepare damage/cost estimates • Compile supporting documentation (debris permits, debris contracts, etc.) • Liaise with FEMA Region 4, Florida Division of Emergency Management (FDEM), U.S. Army Corps of Engineers (USACE), etc.
Week 2+	**Special projects (if required)**	• Waterway debris removal • Private property debris removal (PPDR) • Public drop-off sites • HHW • Mud/silt/sand removal (from storm drains, ditches, etc.) • Identify areas of operational concern and make disaster-specific recommendations to FEMA to improve efficiency
Week 3+	**Financial recovery assistance staff engaged (if requested)**	• Facilitate kickoff meetings with primary stakeholders • Draft a PA work plan • Conclude/review preliminary damage assessments • Gather documentation for project worksheet (PW) development • Identify opportunities for mitigation

Time	Task	Deliverables/Milestones
		• Conduct site visits
Project completion	**Document turnover/closeout**	• Final reconciliation • Retainage release • Release hard copy files • Provide electronic database • Assist with PW development • Assist the City with long-term reimbursement • Audit assistance • Appeal support if necessary

RecoveryTrac™ Automated Debris Management System – Tetra Tech's Alternative to Paper Ticketing

In today's technology-driven society, paper-based systems are quickly becoming obsolete. Recognizing the migration to electronic-based systems, our team has spent years on research and development in an effort to streamline the debris collection documentation process, with a focus on minimizing the cost to our clients while improving the visibility of debris project operations. RecoveryTrac™ is the result of these efforts. RecoveryTrac™ is a scalable and fully featured disaster management application designed specifically to address the operational challenges faced during a disaster recovery project.

Our proprietary ADMS technology, RecoveryTrac™, is one of only three systems validated by the U.S. Army Corps of Engineers (USACE). The system provides real-time collection of data and offers multiple solutions to data management, reporting, invoice reconciliation, and project controls that cannot be achieved with a paper-based program.

Tetra Tech has implemented RecoveryTrac™ ADMS technology on our last 150 FEMA PA-eligible projects. On these projects, our clients and FEMA found this state-of-the-art technology to increase efficiency and improve the management of debris removal efforts.

- *Owned and operated by Tetra Tech*
- *Over 6,000 mobile units on-hand and ready for state-wide multi-district mobilizations*
- *Meets USACE specifications for electronic debris monitoring handhelds*
- *Real-time situation awareness of field resources and efficient direction to support City priorities*
- *Real-time GIS web services for EOC information and visualization systems*
- *Capable of collecting data regardless of cellular service*
- *Automated photograph and GPS capture*
- *Provides reports and pass map tracking in real-time*
- *Minimizes chance of fraud through real-time monitoring*
- *Minimizes data entry and human error*
- *Expedites invoice reconciliation*
- *Intuitive and user-friendly*

Key Benefits of RecoveryTrac™

Ability to Respond. Combined with the on-hand inventory of over 6,000 handheld devices and the ability to rapidly procure additional equipment through preferred vendor relationships, the City can rely on our mobilization strategy for zero-day activations in disasters covering large areas with little or no-notice. ***The on-hand inventory can be on-site and ready to use within 24 hours of a notice to proceed,*** and additional needs can be met quickly (in most cases, 72 hours or less).

Simple and Intuitive. A key foundation of our mobilization strategy is the ability to quickly hire and train local residents and begin debris removal operations. The mobile application is simple to understand and intuitive, allowing most users to begin using the device once the standard monitor training is completed.

Cost Effective. RecoveryTrac™ combines the advantage of automation and the desire of our customers to control costs by utilizing widely available commercial equipment and increasing the simplicity of operations.

Recently, our team simultaneously deployed approximately 6,000 ADMS units in the field following Hurricanes Harvey, Irma, Maria, and the California Wildfires. The use of RecoveryTrac™ reduces data entry costs and provides real-time project tracking reports to our clients.

Reliable and Stable. Based on the Android operating system, RecoveryTrac™ is secure and reliable. This minimizes the interruptions in field operations due to technical difficulties and reduces the number of support personnel required to maintain the system.

Technical Support. RecoveryTrac™ is designed to be self-repairing when possible; most support needs are resolved by field supervisors who are able to reach field monitors within 15–30 minutes in most cases. In addition, we have dedicated technicians at disposal sites and provide a field service center to maintain and repair equipment.

Real-Time Reporting. The key to successful management of a debris project is the timely availability of relevant information needed to make sound decisions and respond to anomalies before they become issues. Our powerful reporting engine allows the user to monitor contractor performance, track damages, track street-by-street debris removal progress, and identify and resolve potential problems as they happen. The geospatial reporting systems within RecoveryTrac™ provide real-time information that raises the bar for post-disaster project management.

The RecoveryTrac™ Process

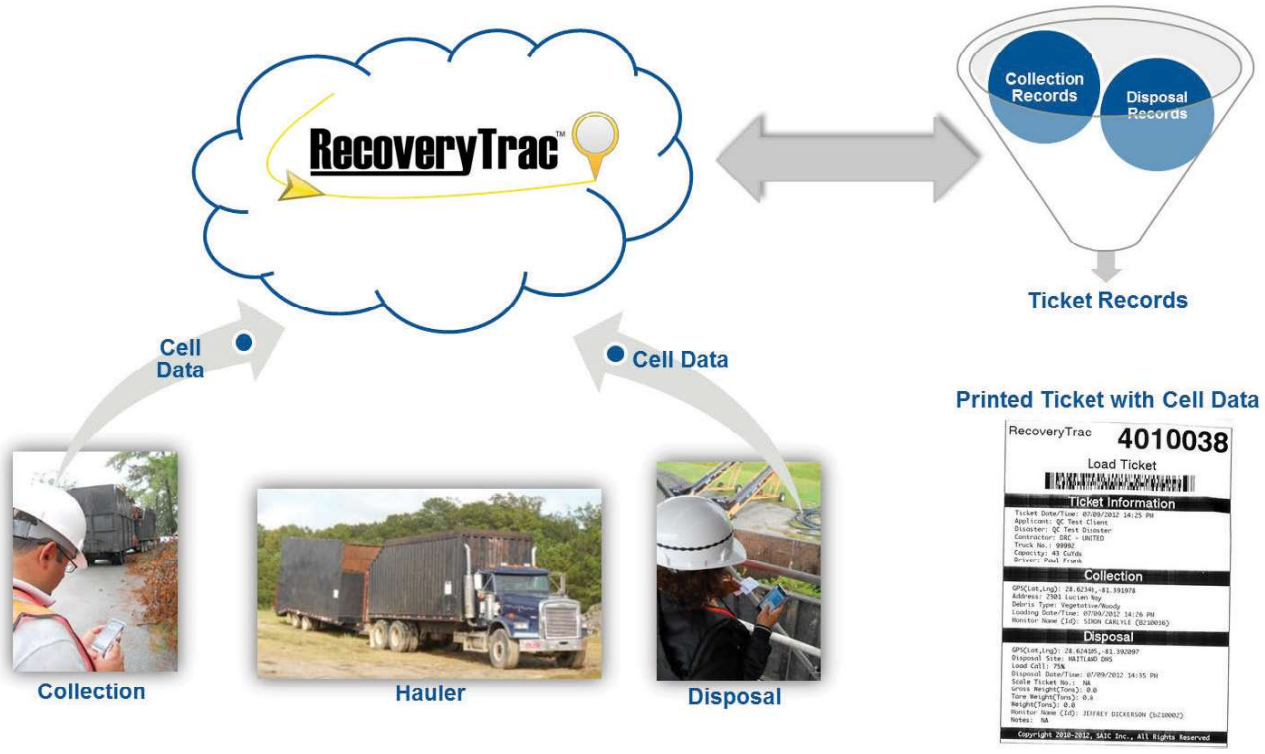
The steps of the RecoveryTrac™ process are as follows:

Even under the harshest conditions where cellular service is not available, RecoveryTracTM was built to comply with U.S. Army Corps of Engineers (USACE) specs using Near Field Communication (NFC) and internal memory to protect and transfer data.

1. The process begins with debris hauler truck certification using the handheld devices. Handheld devices are provisioned and assigned to both field and debris site/tower monitors.
2. A truck certification form is printed with a unique electronic bar code and provided to the driver as well as our debris site/tower monitor(s).
3. Field monitors begin a ticket by scanning the truck certification bar code to open a control ticket and then begin to record waypoints (debris pile pick-up locations) on the handheld device as the truck is loaded.
4. When the truck is full, the field monitor selects the debris type and scans the control ticket to assign the load a unique number.
5. The truck then proceeds to the disposal site. The collection data is uploaded to a server via cellular connection, and using a process called *Look Ahead*, the collection ticket information is made available to the disposal monitor's handheld device before the truck arrives.
6. The control ticket is provided to the driver and taken to the TDSRS, where it is scanned by a debris site/tower monitor.
7. The debris site/tower monitor confirms the truck and debris type and enters the load call.
8. Finally, the disposal load ticket is printed and data is uploaded to the system, where it can be utilized in real-time reporting systems.

Even when there is no cellular connection, the handheld devices continue to operate in connected mode; however, the data is stored on the device until a data connection is restored. The device periodically searches for this connection, and when services are restored, the handheld device automatically uploads the stored ticket data. Exhibit 3-3 shows the RecoveryTrac™ process under normal operating conditions.

Exhibit 3-3: RecoveryTrac™ Process



Emergency Push Period

The emergency push period begins immediately following an event. Debris removal contractors coordinate with City crews to clear blocked roadways for emergency vehicle passage. Tetra Tech is prepared to assist during the push period by providing the following services:

- Documenting blocked roads that require immediate clearance
- Administering the sign-in and sign-out of labor and equipment to track time and materials (T&M) charges
- Helping staff maintain maps or databases to track road clearance progress and other essential tasks, as requested
- Maintaining documentation for reimbursement of emergency push work

Debris Estimation

Tetra Tech prescribes to a variety of approaches for debris estimation. We will utilize national models such as the USACE debris estimating model to supplement our own estimates. More often however, we will fall back upon area-specific per household debris estimates from our trained staff as our principle method for debris estimation. We have been involved in disaster events with debris estimates ranging from 1 cubic yard per household, which is more typical in tropical storms, to 50 cubic yards per household, which occurred with Hurricane Katrina in the City of Waveland, Mississippi. The information collected from the damage assessment

team windshield surveys will be fed back to the Phase 1 debris manager who will utilize the information to further prioritize critical routes requiring emergency road clearance or closure.

Vehicle Certification

Tetra Tech has a proven vehicle certification procedure that complies with FEMA guidelines and results in maximum reimbursement for our clients. Tetra Tech's ADMS technology, RecoveryTrac™, will be used to electronically certify all trucks used in an activation. Benefits of using the mobile truck certification application include ***electronic volume calculations***, instantaneous upload to the RecoveryTrac™ database to allow immediate QA/QC checks to verify the truck certification calculations, and automated photo-matching of truck and driver photographs to the truck. The truck certification application allows us to complete truck certifications in ***30% less time than with a paper-based system***.

Exhibit 3-4: Truck Audit Report

RecoveryTrac Truck Certification Audit Report — Trucks Certified On: *All

AUGUSTA - WINTER STORM PAX - ROW COLLECTION - Truck Certification Summary

	Tot Trucks Certified	Tot Certified Capacity	Avg Certified Capacity
Contractor: ASHBRITT	167	6961	41.68

Contractor: ASHBRITT

N/A 700373 61 02/27/2014 11:02 AM ACTIVE 26B2WR (MO) SELF-LOADING TRUCK

Primary Box (L x W x H): 216x102x102 = 2247264.0 Cu Inches (+)
Type: Box (L x W x H): 70x102x64 = 456960.0 Cu Inches (+)
Type: Box (L x W x H): 48x102x28 = 137088.0 Cu Inches (+)
Total Volume: 2841312.0 Cu Inches (/46,656) = 60.90 CuYds

Driver-Placard View | Side View | Back-Interior View | Front View

Our disaster debris vehicle certification procedure includes the following:

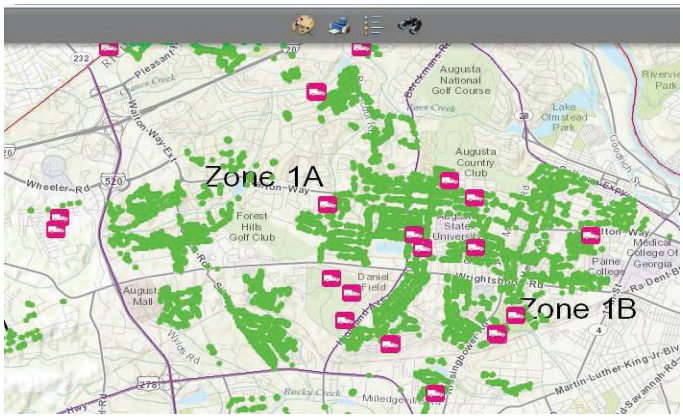
- Generation of unique truck numbers for contractor crews and equipment
- Automated truck certification form, which includes the latest FEMA guidelines on truck certification documentation and volume calculations and a bar code for automated ticket scanning
- Special vehicle notations on the truck certification form and vehicle placard, which inform tower monitors of sideboards, tailgates, or other modifications, thus discouraging debris removal contractors from fraudulently altering vehicles after certification
- Photographs of vehicles, vehicle cavities, and drivers
- Periodic spot checks and recertification of trucks to identify trucks altered after initial certification

Right-of-Way Collection Reporting

Our ADMS technology allows the City to view debris collection points, truck locations, monitor locations, damage, incidents, and daily metrics at any given time. The additional geospatial reporting capabilities are made possible through the Tetra Tech approach to field monitoring.

At each debris collection point, the field collection monitor marks the waypoint or location of the debris pile to collect GPS coordinates. The map below displays the waypoints associated with each collection ticket issued in the field. The waypoint collection report is updated in real time and can be filtered by date.

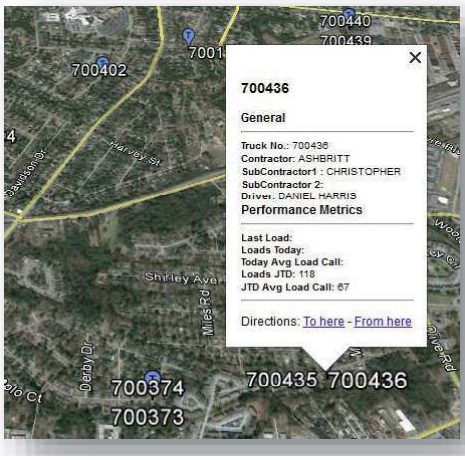
Exhibit 3-5: Waypoint Collection/Hazardous Tree Maps



An additional feature of our ADMS technology is that each handheld device reports back the location of the device regularly. By leveraging this location information, Tetra Tech can view monitor locations and truck locations in real time, as demonstrated in Exhibits 3-6 and 3-7.

Exhibit 3-6: Monitoring Locations

Exhibit 3-7: Truck Locations



Field Operations

The Tetra Tech debris monitoring program includes the following:

- **Operations.** Field collection monitors report to a staging location prior to the commencement of daily operations for a briefing to be given by the project manager or field supervisors and the distribution of safety gear (for example, caution lights or safety vests), map books, and ADMS handheld devices and debris tickets.
- **Deployment.** A field monitor is assigned to one loading unit or to a leaner and hanger removal crew. In instances where leaner and hanger crews have multiple saw operators, the cut crew can request the addition of a monitor (this typically happens when a cut crew can complete over 60 hazard removals per day).

- **Field Supervision.** Responsibilities of the field supervisor monitor include training, QA/QC of work being performed, verifying load ticket accuracy, and responding to field monitor and debris contractor issues in the field.
- **Responsibilities.** Field monitors will verify the proper loading of debris into the debris removal contractor's certified loading container. Monitors will document that contractors and their subcontractors adhere to local, state, and federal regulations and that they are working safely and efficiently. Field monitors often notice inconsistencies with debris removal procedures and submit them to their supervisors. If a field monitor feels there is justifiable need to stop operations, the monitor is instructed to refrain from issuing a ticket until the debris hauler supervisor and a Tetra Tech supervisor can be called in to determine the appropriate action.
- **Work Scheduling.** Tetra Tech will coordinate with the debris removal contractor's project manager to estimate the number of field monitors that will be required for the following day. To be responsive and mitigate overstaffing, Tetra Tech requests that the debris hauler release the next day's schedule by 5 p.m. This will verify the appropriate number of field monitors is dispatched.
- **Daily Closeout.** At the close of operations each day, all collection and disposal monitors will report to the staging area to clock out and turn in their ADMS handheld devices.
- **Contractor Completion.** Tetra Tech will assist the City in completing the project efficiently and within the timelines set forth in the RFP. There are many aspects of debris removal that are outside of the monitoring firm's control but will still need to be managed. Tetra Tech will assist the City with managing these goals, including the following:
  - The ability of a debris contractor to respond with sufficient equipment will affect the proposed schedule. Tetra Tech will provide burn rate analysis to verify the proper equipment is being provided. This will be adjusted as more accurate debris estimates are available.
  - Leapfrogging by the contractor (cherry picking work being performed) is detrimental to the efficiency of operations and will be reported.
  - Invoices by the contractor need to be produced in a timely manner so that Tetra Tech can reconcile in a timely manner. Tetra Tech will work to make the contractors aware of an appropriate time frame for invoicing and will communicate with the City if deadlines are not being met.
  - Deadlines for collecting debris are set to correspond with the work schedule that is based on estimated work to be completed. As damage estimates become more accurate (as is typical throughout the process), Tetra Tech will work with City officials to adjust the timeline to appropriately reflect the changing estimates.

In addition, there are events out of the control of all parties that could negatively impact a debris removal operation (for example, inclement weather). In the event any of these circumstances occur, Tetra Tech will work closely with the City to refine timelines and support an expeditious recovery for the City.

Temporary Debris Storage and Reduction Site Monitoring

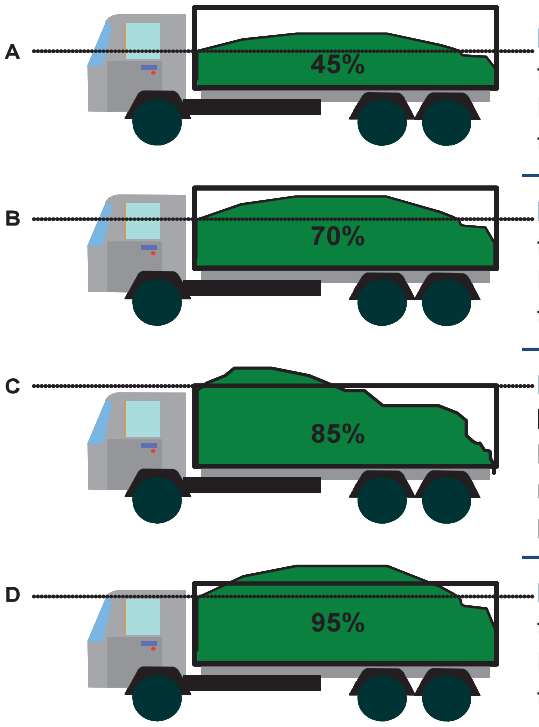
Response to debris-generating events requires locating TDSR, emergency permitting of TDSRS (including debris burning and State regulatory permits), baseline soil testing before the TDSRS are opened and as part of remediation process, and recycling and diversion initiatives once the reduced vegetative debris is collected and processed. Tetra Tech has had significant experience assisting local governments in Florida with pre-permitting TDSRS before a disaster event as well as post-disaster permitting.

As TDSRS are activated, Tetra Tech will provide a minimum of two disposal monitors per site. Staffing numbers may also increase or decrease, depending on site layout. Tetra Tech verifies hauler passes through the TDSRS and documentation remains accurate and complete with several daily audits by project operations managers and

supervisors to verify load call accuracy and consistency. Specific documentation kept by Tetra Tech TDSRS disposal monitors includes the following:

- **Load Ticket.** The load ticket is used to document that debris removal complies with all FEMA requirements.
- **Disposal Monitor Log.** The disposal monitor log is used as backup documentation as required by FEMA.
- **Scale Manifest Tickets.** If the debris hauling contract is weight-based, Tetra Tech will digitize and catalog tickets generated by the existing scales at the City's TDSRS.
- **Incident Report.** Tetra Tech will document property damage, arguments, unsafe practices, and injuries.
- **Photographic Documentation.** Tetra Tech disposal supervisors will photograph a TDSRS frequently to create a visual timeline of the site.
- **QA/QC of Field Tickets.** Disposal monitors review and verify collection monitors' work in the field.

Exhibit 3-8: Load Call Estimate Examples



Example A. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 45 percent.

Example B. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 70 percent.

Example C. The mounded portion at the front of the load offsets the area in the back where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 85 percent.

Example D. The mounded portion of the load offsets the areas where the load drops below the fill line. Because the load includes light and medium debris, the load percentage estimate is 95 percent.

Citizen Drop-Off Sites

To provide documentation to FEMA that supports reimbursement of debris brought by the City's residents to residential drop-off sites and proves the debris is not commercial, the City must monitor each site and screen citizens who enter. Tetra Tech is prepared to support the City by assisting with this task if needed.

Quality Assurance/Quality Control Program

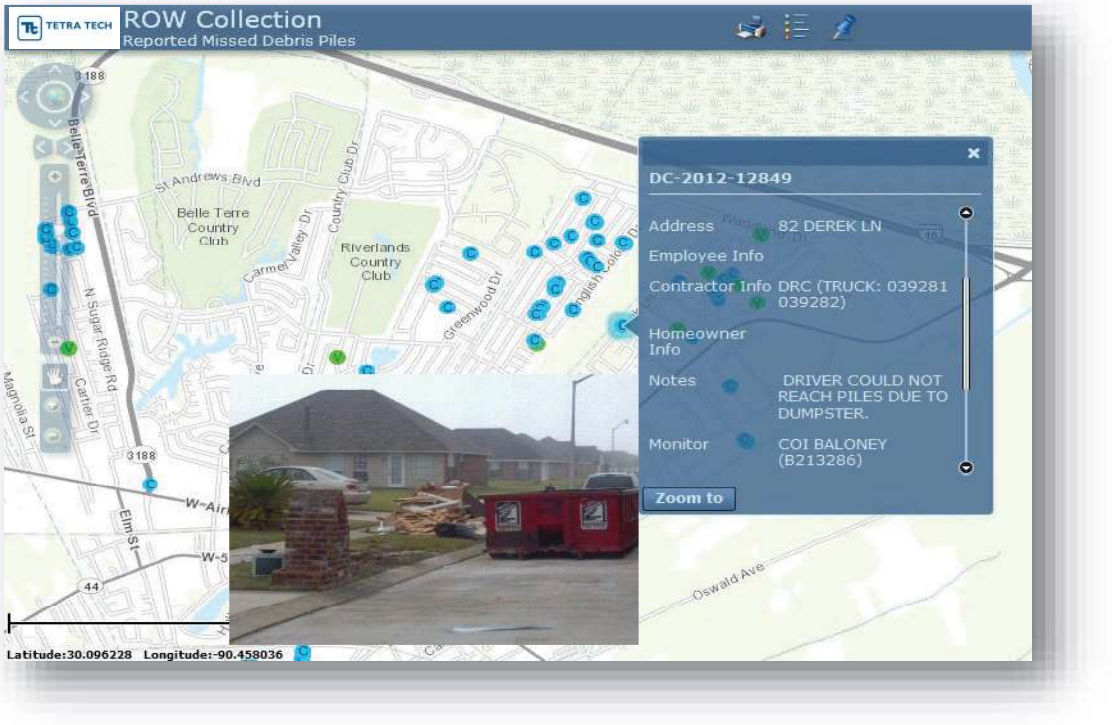
Implementing comprehensive QA/QC protocols and technologies is critical to a debris monitoring effort. Proper QA/QC protocols reduce the amount of work associated with back-end data management, reduce invoice reconciliation timeframes, prevent fraud, and establish a sound dataset for future audits. Throughout years of experience assisting local

Our ADMS technology expedites the QA/QC process and drastically reduces ticket errors that can result from traditional manual (paper and pen) debris monitoring operations.

governments with recovering from disasters and the subsequent audits, Tetra Tech has developed industry-leading QA/QC standards and protocols. The use of our ADMS technology expedites the QA/QC process and drastically reduces ticket errors that can result from traditional manual (paper and pen) debris monitoring operations. For example, monitors no longer have to carry a GPS device and manually write in GPS coordinates because this is logged automatically.

Due to the real-time information collected by our ADMS technology, Tetra Tech can establish a virtual command center to audit project information during the collection process and correct issues as they appear. For example, our ADMS technology provides reporting and tracking on any missed debris piles. This allows Tetra Tech to improve our responsiveness to resident complaints and provide real-time tracking tools to manage removal of these missed piles to the City.

Exhibit 3-9: Missed Piles Tracking



Fraud Prevention

Several practices are used to prevent debris haulers from committing fraud both in the field and remotely by real-time data monitoring. At TDSRS locations, Tetra Tech disposal monitors or supervisors will randomly recertify a previously certified truck. Recalculating the truck hauling capacity helps verify that the original work was accurate and that nothing has been altered since certification. Additionally, ADMS technology displays a photo of the truck as a ticket is scanned by the disposal monitor. This makes it nearly impossible for a debris hauler to switch truck certifications between trucks or alter their truck configuration (i.e., remove sideboards).

Fraud prevention reports are run daily to identify data anomalies that may be a result of fraud. The load call report shows all load calls for a given day/monitor to confirm no trucks are receiving extraordinarily high load calls. The load ticket report and unit rate daily ticket report determine if monitors are issuing an excessive number of tickets in relation to the average number of tickets per day. The RecoveryTrac™ system includes built-in project controls

that alert the data manager to anomalies that may be indicative of fraud. For example, the following data features are flagged:

- **Truck Turn-Around-Time.** The time between last pick-up location and arrival of a truck at the TDSRS is tracked. A time that is too short may indicate that the debris hauler is not filling the vehicle to capacity.
- **Out-of-Bounds.** The municipality boundaries are programmed geospatially to confirm that debris pick-up remains within the eligible bounds of the City.
- **Debris Type.** Discrepancies between the debris type noted by the collection monitor and the debris type noted by the disposal monitor are flagged for review.

Hazardous Tree Removal

Guidance established by FEMA requires supporting photo documentation for each ticket issued for hazardous tree or hanger removal services. The previous standard for monitoring firms was to take supporting photographs with a digital camera and manually associate the photos to each tree ticket. Tetra Tech can utilize ADMS technology to automatically associate photographs for all hazardous tree and hanger removal operations, which eliminates the potentially extensive labor associated with this task. Additionally, our ADMS technology and software is designed to manage photo documentation by compressing and securely storing photos for field validations and audits in real time. The ability to associate photo documentation to unit rate tickets is critical for FEMA reimbursement, QA/QC, and fraud deterrence.

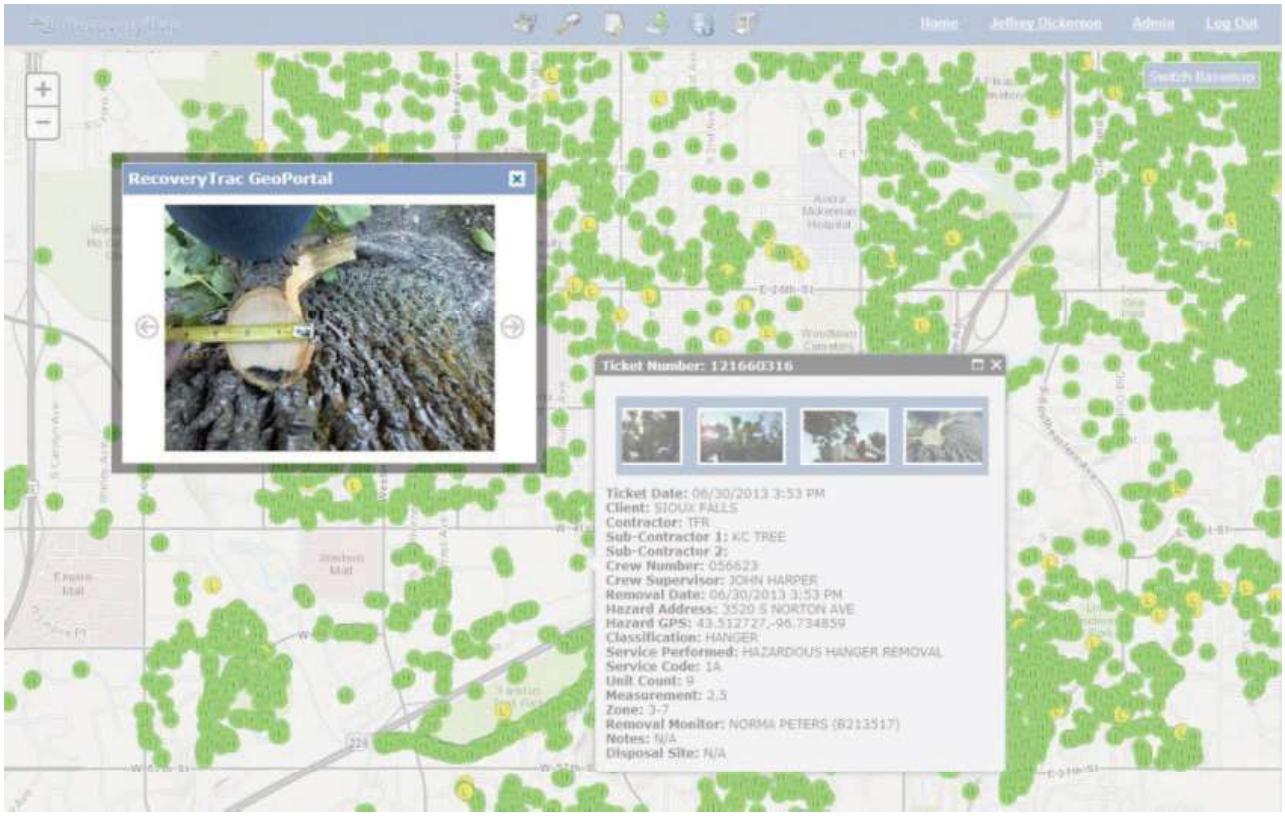
As work in the field is completed, the information and supporting photos are uploaded directly to our database for QA/QC checks. A QA/QC manager verifies that the photographs comply with FEMA regulations and that all measurements meet the City's contractual agreement with the contractor.

Exhibit 3-10: Real-Time Ticket Report

Unit Rate Ticket Geoportal Report

As monitors complete unit rate tickets for hazardous trees or hangers, their locations are logged and collected. The map below displays locations where hazardous tree or hanger removals were documented in the field. Clicking on the marker allows the user to review the data and photos collected by the field monitor (see example below). The unit rate ticket report is updated in real-time.

Exhibit 3-11: Unit Rate Ticket Map



Public Information

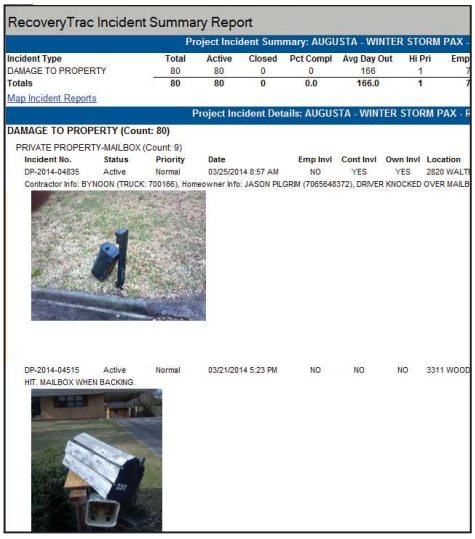
Following a disaster event, citizens will look to the City for direction regarding the debris removal process and project progress. Tetra Tech is prepared to assist the City with developing a means for City to manage inquiries from residents regarding the debris removal process. Tetra Tech has staffed debris hotlines for some of the largest disasters that have impacted the United States and is prepared to help the City establish and staff a debris hotline (including supplying equipment, phone lines, etc.) to respond to public inquires and concerns.

Incident Reporting

Another key feature of our ADMS technology is that it allows field monitors to report incidents and provide supporting photographs in real time to the City, Tetra Tech, and the debris contractor. Examples of incidents include reporting pre-existing damage, damage caused by the contractor, debris piles skipped by the contractor, safety hazards, and other incidents critical to a debris removal program. As monitors complete incident reports in the field, the information and supporting photographs are uploaded to the Tetra Tech reporting server. Depending on the type of incident, priority e-mails may be sent out by the reporting server to City representatives, Tetra Tech's project team, and debris contractor representatives. Our firsthand experience assisting local governments with recovering from disasters has shown that accurately capturing and photographing pre-existing damage can alleviate residential damage claims that may be submitted to the City. Additionally, the incident map developed from the collection information is essential to quickly identify unresolved contractor damages before the completion of the program.

Exhibit 3-12: Incident Report

Incident Database


RecoveryTrac Incident Summary Report

Project Incident Summary: AUGUSTA - WINTER STORM PAX -

Incident Type	Total	Active	Closed	Pct Compl	Avg Day Out	Hi Pri	Emp
DAMAGE TO PROPERTY	80	80	0	0	166	1	7
Totals	80	80	0	0.0	166.0	1	7

Map Incident Reports

Project Incident Details: AUGUSTA - WINTER STORM PAX - F

DAMAGE TO PROPERTY (Count: 80)

PRIVATE PROPERTY-MAILBOX (Count: 9)

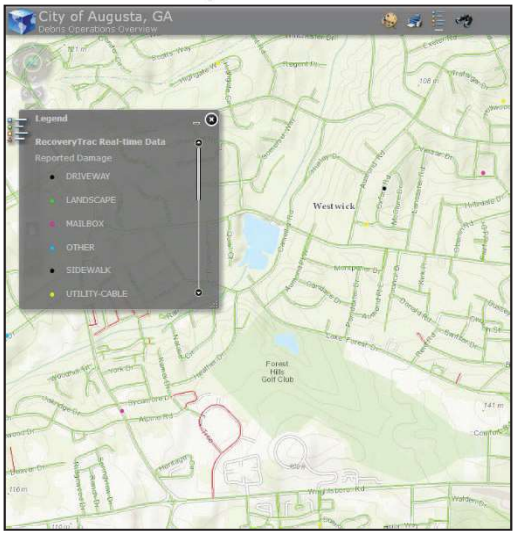
Incident No.	Status	Priority	Date	Emp Invl	Cont Invl	Own Invl	Location
DP-2014-04835	Active	Normal	03/25/2014 8:57 AM	NO	YES	YES	2820 WALT

Contractor Info: BYNOON (TRUCK: 700166), Homeowner Info: JASON PILGRIM (7065648372), DRIVER KNOCKED OVER MAILB

DP-2014-04515 Active Normal 03/21/2014 5:23 PM NO NO NO 3311 WOOD

HIT. MAILBOX WHEN BACKING.

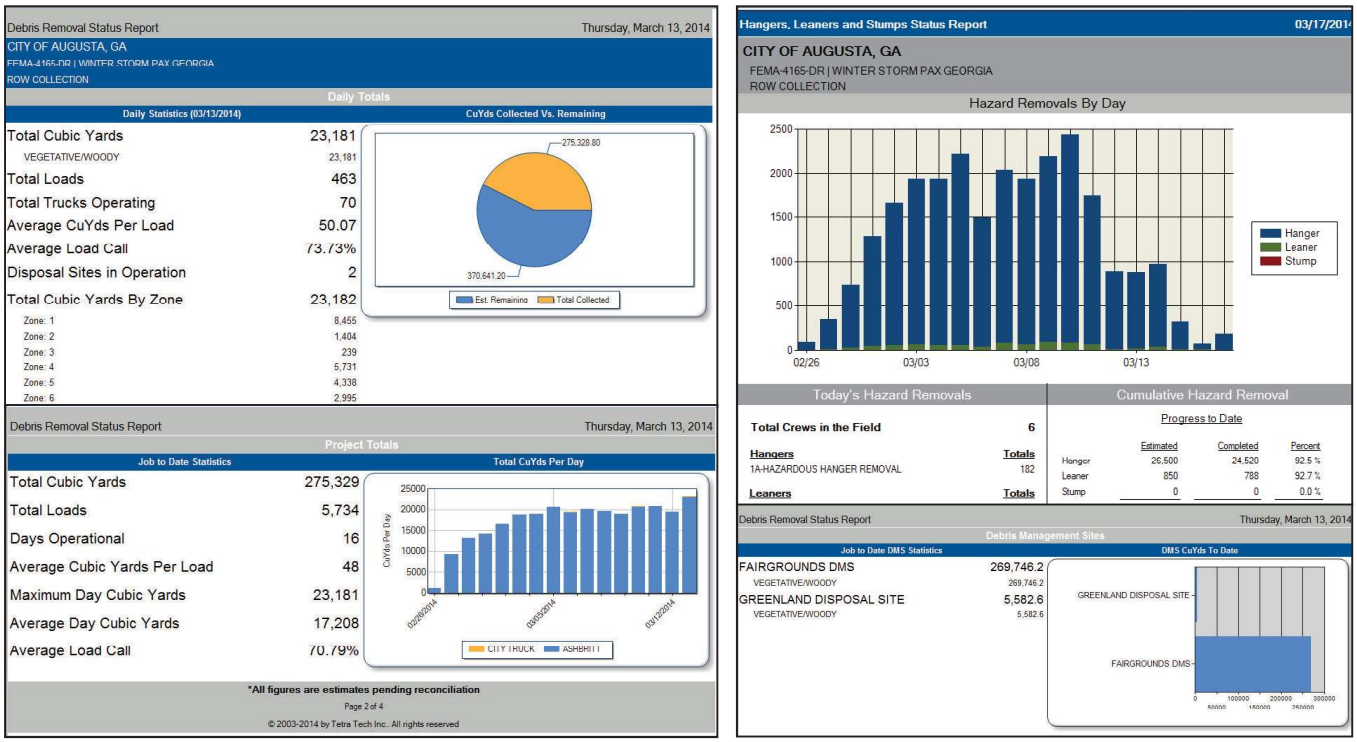
Incident Map



Daily Reporting Metrics

Tetra Tech has a suite of reports that are automated from RecoveryTrac™ and available in real-time via PC, tablet, or smart phone. Although the reports are available at any time to the City, Tetra Tech will submit a daily status report that includes daily cubic yards/tons collected by material and program, cumulative cubic yard/tons collected, number of debris monitors in the field, cumulative cubic yards/tons hauled to final disposal, and daily/cumulative hazard removals. Below are samples of these reports created for recent projects. Additionally, Tetra Tech takes pride in the customization of reports to meet our client's specific needs and provided reports tailored to any metrics not captured in the generic reports.

Exhibit 3-13: Sample Custom Reports Developed



Contractor Reconciliation

RecoveryTrac™ significantly reduces the amount of time needed for a contractor to generate an invoice and for the subsequent invoice reconciliation with Tetra Tech.

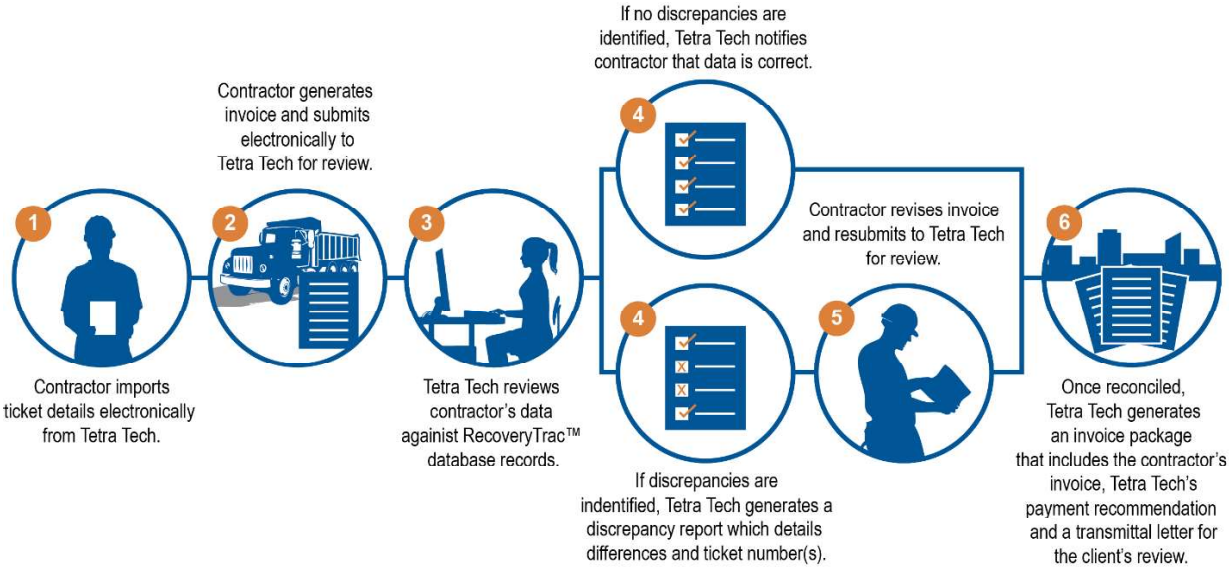
To expedite contractor invoice reconciliation efforts, Tetra Tech requires copies of contracts for all primary debris contractors. After reviewing the necessary contract(s), Tetra Tech sets up the RecoveryTrac™ database to generate transactions applicable to contract terms for tickets issued to each debris contractor.

Next, Tetra Tech meets with each primary debris contractor to review the debris contractor project reports that will be generated automatically via RecoveryTrac™. The debris contractor project reports will provide the debris contractors with sufficient data to reconcile with their subcontractors as well as generate invoices for payment by the client. The debris contractor is given a report login, which enables them to access the data remotely. They may run the report for a specific date or a range of dates.

Tetra Tech conducts several real-time QA/QC checks throughout the day, and a final daily comprehensive data analysis is performed at the close of operations. A final QA/QC check is completed when the debris contractor sends the invoice dataset to Tetra Tech for reconciliation. Incongruencies in the debris contractor's data are flagged for review and must be resolved prior to the issuance of a final invoice.

The step-by-step process for contractor invoice reconciliation in a RecoveryTrac™ project is outlined on the following page:

Exhibit 3-14: Contractor Invoice Reconciliation Process



Monitor Training Program

To properly instruct newly hired employees, Tetra Tech has developed a training program that includes modules specific to the City. These modules are complete with the information required to facilitate accurate field monitoring and ADMS implementation. Qualifying tools included in the training modules assist with the retention of the material and assist Tetra Tech in screening and selecting the most qualified personnel for the monitoring task. Training module topics include truck certification, load site monitor responsibilities, disposal monitor responsibilities, hazardous trees monitor responsibilities, and field supervisor responsibilities. Project Managers, data managers, and operations managers follow standard operating procedures and protocols established in our concept of operations plan.

Health and Safety

Tetra Tech's employees are the foundation of our business and protecting them at all work sites is our highest priority. The company subscribes to the philosophy that all occupational incidents can be prevented and that no incident is treated as an acceptable event when we execute our work. To achieve this, the company's health and safety processes are a vital and integral part of our work.

Health and safety addressed in our operations and management systems is supported by strong leadership. Tetra Tech's leaders understand their responsibility and accountability to plan for safety and to ensure that safety measures are implemented. Preventing incidents also relies on a management system that regularly evaluates performance and identifies necessary adjustments to target continual improvement. The principal objectives of our program are codified in our written health and safety policy, which is endorsed and regularly monitored by the highest levels of our management team.

Industry metrics for our 2019 health and safety performance are provided below:

- US Experience Modification Rate (EMR) of 0.71
- 2019 Enterprise-Wide Total Recordable Injury Rate (TRIR) 0.81
- 2019 Enterprise-Wide Lost Workday Incident Rate (LWDIR) 0.10

Tetra Tech is committed to workplace safety. As such, a project-specific health and safety plan will be developed for the scope of work. Field staff assigned to the project will be trained on the health and safety plan. Additionally, Tetra Tech project managers have completed the Occupational Safety and Health Administration (OSHA) Disaster Site Worker course and have their 10-hour Construction Safety Certification. During a debris recovery operation, Tetra Tech project managers and supervisors routinely examine the safety of field and debris staging site operations and have the authority to shut down unsafe operations. Debris staging site monitors are equipped with the appropriate personal protective equipment, which may include hard hats, appropriate footwear, reflective vests, hearing protection, and eye protection. Additionally, Tetra Tech project managers conduct regular tailgate safety sessions with their field employees to alert them of potential work hazards and review safe work practices.

Grant Management Consulting Services

As one of the nation's premier providers of hazard mitigation, emergency preparedness, and response and recovery services, Tetra Tech is dedicated to helping our clients plan for, respond to, and recover from natural and human-caused disasters. Tetra Tech maintains a multidisciplinary staff with experience in disaster response and recovery, grant administration, and emergency management. Many are first responders, former state and local emergency management directors, and consultants who have been at the forefront nationally in developing strategies and plans in support of the U.S. Department of Homeland Security's (DHS) National Recovery Goals. ***Tetra Tech offers a complete, end-to-end solution that empowers our clients to protect their most precious assets in times of chaos.***

Over the past 20 years, our grant management experts have assisted clients with applying for and retaining grant funds, even after closeout and audit processes. Our team has extensive experience assisting local and state governments with managing and documenting projects that are eligible for federal funding through the FEMA PA Program, including multiple, large PA programs for the States of Vermont, South Dakota, and Connecticut. Our team also has significant experience with FHWA Emergency Relief (FHWA-ER) federal reimbursement, having assisted over 60 clients with FHWA application, project management, and reimbursement. ***Our team's record of success spans over 300 state and local government clients in response to over 50 declared presidential disasters, representing the recovery of more than $4 billion in disaster grant funds. These activations have yielded grant program management engagements resulting in clients not only garnering grant funds but in retaining 99.8 percent of the funds received.***

Following Hurricane Matthew, ***Tetra Tech provided the City of Port Orange with FEMA Public Assistance consulting services to support formulation of their Category A-G project worksheets estimated at roughly $20M***. Our team not only provided staff augmentation to prepare project worksheets and required supporting documentation, but supported the completion of site visits in the field along with City, State, and FEMA representatives.

Having a national firm with broad capabilities allows the City to bring in the right skills and background for the required scope of work and funding source. From engineers with technical capabilities (i.e., transit, road/bridge, water/wastewater, cost estimating) to former federal and state emergency management officials included on our project team, our team has direct experience with the following grant programs:

- FEMA Hazard Mitigation Grant Program (HMGP)
- FEMA Flood Mitigation Assistance Program[1] (FMA)
- FEMA Public Assistance (PA) Program
- Pre-Disaster Mitigation (PDM)

[1]Formerly three separate grant programs: FEMA Severe Repetitive Loss Program, FEMA Repetitive Flood Claims Program, and the FEMA Pre-Disaster Mitigation Program.

- Federal Highway Administration-Emergency Relief (FHWA-ER) Program
- FHWA Transportation Investment Generating Economic Recovery Grant
- Natural Resources Conservation Service (NRCS) Emergency Watershed Protection
- U.S. Department of Housing and Urban Development (HUD) Community Development Block Grant (CDBG) Program

Tetra Tech has comprehensive experience working with the CDBG and CDBG-DR programs and has a successful record of helping communities across the region bolster recovery efforts and long-term resilience. Tetra Tech has applied our expertise in the CDBG-DR program to help numerous communities navigate complex program requirements, including the development of action plans, consolidated plans, grant management, application procedures, and compliance review among other services.

Required Forms

Per the requirements listed in the RFP, the following has been included:

- Form 7.1 Bid Submittal Checklist
- Form 7.2 Vendor's Acknowledgment
- Form 7.3 Addendum and Change Order Procure Acknowledgment
- 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 Authorized Signatures/Negotiators
- Form 7.8 Statement of Vendor's Qualifications
- Form 7.9 Professional References for Previous Experience
- Form 7.10 Certificate as to Corporate Principal
- Form 7.11 Listing of Subcontractors
- FEMA Attachments
- Certification Regarding Debarment, Suspension, and Other Responsibility Matters
- Conflict of Interest Disclosure
- Ethics Clause and Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreement
- Attachment 1 – Bid Proposal
- Copy of License (Contractor, Sunbiz, etc.)
- Bid Bond

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

X Form 7.2 – Vendor's Acknowledgement

X Form 7.3 – Addendum and Change Order Procedure Acknowledgement

X Form 7.4 – Drug Free/Tie Preference Statement

X Form 7.5 – Public Entity Crimes Statement

X Form 7.6 – Affidavit of Anti-Collusion

X Form 7.7 – Authorized Signatures/Negotiators

X Form 7.8 – Statement of Vendor's Qualifications

X Form 7.9 – Professional References for Previous Experience

X Form 7.10 – Certificate as to Corporate Principal

X Form 7.11 – Listing of Subcontractors

X FEMA ATTACHMENTS

X Attachment 1 – Bid Proposal

X Copy of License (Contractor, Sunbiz, etc.)

X BID BOND

X Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or flash drive) version in PDF format.

BY: Tetra Tech, Inc.
Name of Business

Authorized Signature

June 5, 2020
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):

_____

_____

Tetra Tech, Inc.	2301 Lucien Way, Suite 120
NAME OF BUSINESS	MAILING ADDRESS
Jonathan Burgiel	Maitland, FL 32751
AUTHORIZED SIGNATURE	CITY, STATE & ZIP CODE
Jonathan Burgiel, Business Unit President	321-441-8501
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX NUMBER
95-4148514	betty.kamara@tetratech.com
FEDERAL IDENTIFICATION #	E-MAIL ADDRESS

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of X physical presence or ____ online notarization, this 5th day of June, 2020 by Jonathan Burgiel, as Business Unit President of Tetra Tech, Inc., a Corporation. He or she is X personally known or ____ produced _____ as identification.

Notary Public State of Florida
Stephanie S Kilgore
My Commission GG 216785
Expires 05/10/2022

Stephanie Kilgore

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.3 – 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: 6/3/2020 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:

****

Tetra Tech, Inc.
Name of Business

By: _____
Printed Name: Jonathan Burgiel
Title: Business Unit President

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of x *physical presence or* _____ *online notarization, this* 5th *day of* June, 20 20, *by* Jonathan Burgiel *who is personally known to me or who produced* (personally known) *as identification.*

My Commission Expires: May 10, 2022

Notary Public State of Florida
Stephanie S Kilgore
My Commission GG 216785
Expires 05/10/2022

_____
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.

Tetra Tech, Inc.
Name of Business

By: _____

Printed Name: Jonathan Burgiel

Title: Business Unit President

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of x *physical presence or* _____ *online notarization, this* 5th *day of* June, 2020, *by* Jonathan Burgiel *who is personally known to me or who produced* (personally known) *as identification.*

My Commission Expires: May 10, 2022

Notary Public State of Florida
Stephanie S Kilgore
My Commission GG 216785
Expires 05/10/2022

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

This document must be completed and returned with your Submittal

FORM 7.5 – 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, personallyappeared affiant Jonathan Burgiel, who, being by me first duly sworn, made the following statement:

1. The business address of Tetra Tech, Inc. (name of Offeror or business) is 2301 Lucien Way, Suite 120, Maitland, FL 32751.

2. My relationship to Tetra Tech, Inc. (name of Offeror or business) is Business Unit 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.)**

Tetra Tech, Inc.
Name of Business

By: _____

Printed Name: Jonathan Burgiel

Title: Business Unit President

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of x *physical presence or* _____ *online notarization, this* 5th *day of* June, 2020, *by* Jonathan Burgiel *who is personally known to me or who produced* (personally known) *as identification.*

My Commission Expires: May 10, 2022

Notary Public State of Florida
Stephanie S Kilgore
My Commission GG 216785
Expires 05/10/2022

_____

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: Tetra Tech, Inc.

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

PRINTED SIGNATURE: Jonathan Burgiel

TITLE: Business Unit President

ADDRESS: 2301 Lucien Way, Suite 120

CITY: Maitland STATE: Florida ZIP CODE: 32751

TELEPHONE: 321-441-8518 FAX: 321-441-8501

COMPLETION TIME: June 5, 2020

F.E.I.N. NUMBER: 95-4148514

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): Not applicable

This document must be completed and returned with your Submittal

FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

Name	Title	Phone #
Jonathan Burgiel	Business Unit President	321-441-8518
Betty Kamara	Contracts Administrator	407-803-2551

(Authorized Signature)

Jonathan Burgiel, Business Unit President

(Print Name of Authorized Signature)

This document must be completed and returned with your Submittal

FORM 7.8 – STATEMENT OF VENDOR'S QUALIFICATIONS

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.

A. Name of Vendor. *Please see attached sheets.
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 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.

Tetra Tech, Inc.
Name of Business

By: _____
Printed Name: Jonathan Burgiel
Title: Business Unit President

STATE OF Florida
COUNTY OF Orange

The foregoing instrument was acknowledged before me by means of x *physical presence or* _____ *online notarization, this* 5th *day of* June, 20 20, *by* Jonathan Burgiel *who is personally known to me or who produced* (personally known) *as identification.*

My Commission Expires: May 10, 2022

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

Notary Public State of Florida
Stephanie S Kilgore
My Commission GG 216785
Expires 05/10/2022

This document must be completed and returned with your Submittal

Form 7.8 – Statement of Vendor's Qualifications

A. Name of Vendor.
Tetra Tech, Inc.

B. Permanent main office address.
2301 Lucien Way, Suite 120, Maitland, Florida 32751

C. Date organized.
Incorporated on February 4, 1988

D. If a corporation, where incorporated.
Incorporated in the State of Delaware

E. How many years have you been engaged in the contracting business under your present firm or trade name?
We have been providing services associated with disaster debris monitoring and management for 19 years (since 2001).

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
The table below represents Tetra Tech's current/active projects related to disaster debris monitoring services.

Project	Estimated POP	Contract Amount
City of Houston, TX - Hurricane Harvey - Debris Monitoring Services	06/2019-11/30/2020	$4,900,000
Bay County, FL - Hurricane Michael - Debris Monitoring Services (PPDR)	05/2019-12/31/2020	$1,950,188
City of Lynn Haven, FL – Hurricane Michael – Debris Monitoring Services	08/2018-06/30/2020	$3,226,800
City of Callaway, FL – Hurricane Michael – Debris Monitoring Services	01/2019-08/15/2020	$996,402
City of Springfield, FL – Hurricane Michael – Debris Monitoring Services	12/2019-10/11/2020	$1,254,430
State of CA - Carr Fire - Debris Management and Consulting Services	08/2018-05/31/2020	$14,400,000
State of CA - Mendocino Fire - Debris Management and Consulting Services	09/2018-06/30/2020	$1,584,000
State of CA - Camp Fire - Debris Management and Consulting Services	12/2018-06/30/2020	$250,000,000
City of Chattanooga, TN – Debris Monitoring Services	04/2020-06/15/2020	$600,000
Hamilton County, TN – Debris Monitoring Services	04/2020-06/15/2020	$961,480
Harris County, TX – Covid-19 Shelter – Monitoring Services	04/2020-08/30/2020	$608,130

G. General character of work performed by your company.
Disaster Recovery Consulting Services

H. Have you ever failed to complete any work awarded to you? If so, where and why?
Tetra Tech, Inc. has not failed to complete any awarded work related to disaster debris monitoring services.

I. Have you ever defaulted on a contract? If so, where and why?
Tetra Tech, Inc. has never defaulted on a contract related to debris monitoring services

J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
Please refer to Section 1: Qualifications of the Firm.

K. List your major equipment currently owned or leased.

Tetra Tech understands the critical nature of asset management and logistics following a disaster. To that end, Tetra Tech maintains a warehouse located in Orlando with over 120 fully stocked bays of debris monitoring supplies capable of supporting over 50 simultaneous recovery operations for over 90 days. ***Tetra Tech has consistently deployed large-scale mobilizations of hundreds of staff and thousands of dollars' worth of equipment to multiple clients in a matter of days and on very short notice.*** Exhibit 1 lists available equipment and facilities readily available upon activation.

Exhibit 1: Available Equipment

FIELD DOCUMENTS* CURRENTLY IN THE WAREHOUSE	
ADMS Handheld Units	6,000
Time and Materials Forms	5,000
Truck Certification Forms	5,000
ADMS Ticket Stubs	800,000
Haul Out Ticket Stubs	300,000
Placards	4,000
KITS	
Project Manager Kits (1 per 100 monitors)	40
Project Coordinator Kits (1 per 100 monitors)	40
Human Resources Kits (1 per 100 monitors)	40
Collection Monitor Kits (1 per 25 monitors)	90
Disposal Monitor Kits (1 kit per disposal site)	100
Leaner/Hanger/Stump Kits (1 per 50 monitors)	40
EQUIPMENT**	
Laptops	480
Mifi (Mobile Wireless)	90
High Speed Scanners	70
Printers	45
Mobile Command Office	2
Gas Trucks	To be obtained from pre-contracted vendor
Modular Work Locations	To be obtained from pre-contracted vendor
Generators	To be obtained from pre-contracted vendor
Portable Facilities	To be obtained from pre-contracted vendor

**All field documents are replenished as they are needed. Tetra Tech has several emergency vendors with the ability to fulfill supply needs in 24 hours or less.*

*** Automated debris management system (ADMS) units are readily available and can be ordered as needed on a 24-hour turnaround*

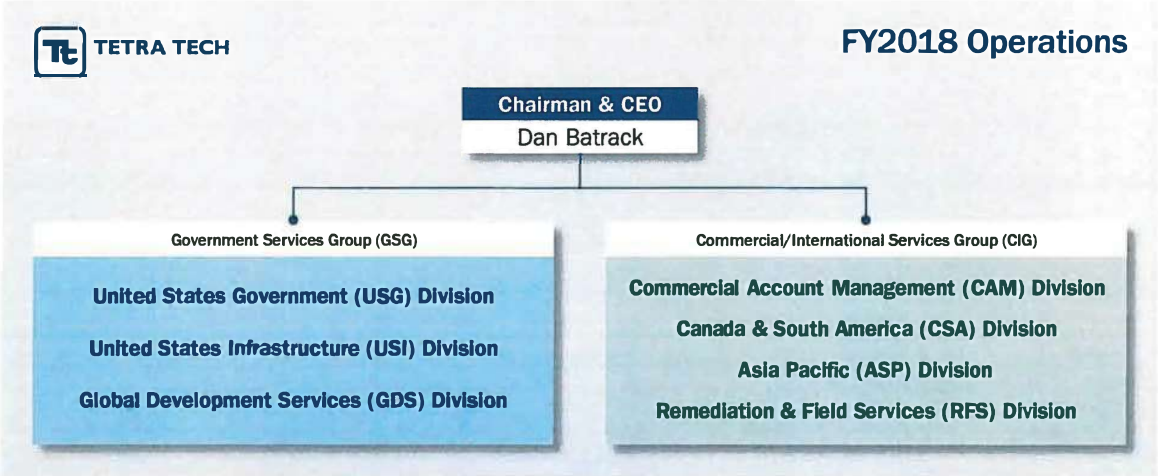
L. Experience in work similar to this type of project.

Please refer to Section 1: Qualifications of the Firm

M. Background and experience of the principal members of your organization, including the officers.

A list of names of all corporate officers is listed below.

Title	Name	
Chairman, Chief Executive Officer, and President	Dan L. Batrack	
President	Leslie L. Shoemaker	
Executive Vice President, Chief Financial Officer	Steven M. Burdick	
Senior Vice President, Chief Engineer	William R. Brownlie	
Senior Vice President, Corporate Controller and Chief Accounting Officer	Brian N. Carter	
Senior Vice President, Chief Information Officer	Craig L. Christensen	
Senior Vice President, General Counsel, and Secretary	Preston Hopson	
Senior Vice President, Corporate Administration	Richard A. Lemmon	
Senior Vice President, Enterprise Risk Management	Brendan O'Rourke	
Directors	Dan L. Batrack Gary R. Birkenbeuel Hugh M. Grant Patrick C. Haden J. Christopher Lewis Joanne M. Maguire	Kimberly E. Ritrievi Albert E. Smith J. Kenneth ThompsonThompson Kristen M. Volpi Li-San Hwang



N. Credit currently available: $700 million. A Treasury letter can be provided, upon request.

O. **Give bank reference:**

Wells Fargo Bank
100 Lakes Drive, Suite 250
West Covina, CA 91790
Telephone: 626-919-6602

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?

Yes. Additionally, an abbreviated version of Tetra Tech, Inc.'s latest financial statement has been provided. Additional information can be provided, upon request.

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.

See form.

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that they 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 three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: City of Callaway, Florida
   Contact Person: Mr. Eddie Cook, City Manager
   City, State: Callaway, Florida
   Telephone Number: 850-871-6000
   Email Address: citymanager@cityofcallaway.com
   Description of goods or
   Services provided: Disaster Debris Monitoring Services - Hurricane Michael
   Contract Amount: $1,683,9123.50
   Start/End Date of Contract: October 2018 - Current

2. Company Name: City of Cape Coral, Florida
   Contact Person: Mr. Mark Ridenour, Facilities/Projects Manager
   City, State: Cape Coral, Florida
   Telephone Number: 239-574-0724
   Email Address: mridenou@capecoral.net
   Description of goods or
   Services provided: Disaster Debris Program Management
   Contract Amount: $1,788,336
   Start/End Date of Contract: September 2017 - February 2018

3. Company Name: City of Deerfield Beach, Florida
   Contact Person: Mr. Chad Grecsek
   City, State: Deerfield Beach, Florida
   Telephone Number: 954-420-5562
   Email Address: cgrecsek@deerfield-beach.com
   Description of goods or
   Services provided: Disaster Debris Program Management - Hurricane Irma
   Contract Amount: $308,119
   Start/End Date of Contract: September 2017 - December 2017

This document must be completed and returned with your Submittal.

(Form 7.9 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The bidder proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract and as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract. The Owner reserves the right to check references and confirm information provided herein.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1	Mr. Rob Strong - Project Manager, Public Works Dept. City of Cocoa Beach, FL	321-898-3316	Y	Since 2007	Disaster Debris Program Management Services including disaster debris monitoring, oversight, and debris management consulting services following Hurricane Matthew. email: rstrong@cityofcocoabeach.com
2	Mr. William Pickrum - Public Works and Utilities City of Dunedin, FL	727-657-6408	Y	Since 2008	Debris Removal Monitoring including right-of-way collection monitoring, specialized debris removal programs (parks, public golf courses), and financial recovery services following Hurricane Irma. email: wpickrum@dunedinfl.net
3	Ms. Vickie Gainer City of Lynn Haven, FL	850-265-2121 ext. 112	Y	Since 2008	Debris Monitoring including services following Hurricane Micheal - private property debris removal, project management and oversight, data management, and hauler invoice reconciliation, 1,290,700 cubic yards of debris email: Vgainer@cityoflynnhaven.com

This document must be completed and returned with your Submittal.

*Tetra Tech has also provided additional business references that Tetra Tech has a relationship with.

TETRA TECH

Tetra Tech is a leading provider of consulting and engineering services. For 50 years, the Company has supported commercial and government clients focused on water, environment, infrastructure, resource management, energy, and international development. With 18,000 staff worldwide, Tetra Tech provides clear solutions to complex problems. For more information about Tetra Tech, please visit tetratech.com,

Tetra Tech Inc.

Web Site: www.tetratech.com	**Annual revenue:** 2.8 Billion
Federal Tax I.D: 95-4148514	**NASDQ:** TTEK
Incorporated: 1988	**D-U-N-S Number:** 04-522-4250

Banking References

United States	Canada
Well Fargo Bank 100 Lakes Drive, Suite 250 West Covina CA 91790 Telephone 626-919-6602	**BMO Bank of Montreal** Treasury Mgt, Corporate Finance Division First Canadian Place 100 King Street West, 11th Floor Toronto, ON M5X 1A1 Tel: 416-643-4398 Fax: 416-867-3119 Contact : Sue Dawson

Trade References – North America

Field Environmental Instruments 301 Brushton Ave Suite A Pittsburgh PA 15221 PH:412-436-2600 FX:412-436-2616 Att: Acct	**Emax Laboratories** 1835 W 205th Street Torrance, CA 90501-1510 Phone 310-618-8889 Fax 310-618-0818 Att: Shigemi A/R	**Donlen Corporation** 2315 Sanders Rd Northbrook, IL 60062 Tel: 847-412-5215 Fax 847-714-1002 Fax Request Att: AR
	ALPHA ANALYTICAL INC 145 Flanders Rd Westborough MA 01581 Send Requests via email to: AR@alphalab.com Att: Nellie	**BC Laboratories Inc.** 4100 Atlas Court Bakersfield CA 93308 Phone: 661-327-4911 Fax: 361-327-1918

FORM 7.10 – CERTIFICATE AS TO CORPORATE PRINCIPAL

* Not applicable, see enclosed cashier's check.

I,_____, certify that I am the_____secretary of the corporation named as Principal in the within Bid Bond; that _____ _____, who signed the said Bid Bond on behalf of the Principal, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

_____
Signature

AFFIX CORPORATE SEAL

This document must be completed and returned with your Submittal

FORM 7.11 – LISTING OF SUBCONTRACTORS

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. The successful Vendor shall not substitute subcontractors without approval from the City of Port Orange Department Head. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1

Name: Tetra Tech does not plan to utilize subcontractors for this project. Tetra Tech has already performed a Good Faith Effort outreach to firms whose capabilities may be of benefit to th project, should the need arise. The Good Faith Effort documentation is attached following Section 1: Qualifications of the Firm.

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FEMA ATTACHMENT

Either this solicitation is fully or partially Grant funded. The City will seek reimbursement from FEMA. Contractor shall comply with the clauses as enumerated below.

1. Contractor Compliance: This is an acknowledgement that FEMA financial assistance will be used to fund the agreement. The Contractor will comply with all applicable federal laws, regulations, and Executive Orders, including FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with FEMA.

2. Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub I 100-690, Title V, Subtitle D). All contractors entering into Federal funded contracts over $100,000 must comply with the Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

3. Conflict of Interest: The Contractor must disclose in writing any potential conflict of interest to the City or pass-through entity in accordance with applicable Federal policy. Additionally, the award hereunder is subject to the provisions of Chapter 112, Florida Statutes.

4. Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. (***See Sworn Statement on Public Entity Crimes***)

5. Utilization of Minority and Women Firms (M/WBE): The Contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the Contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the Contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the Contractor has established delivery schedules, where permitted, to encourage such businesses to respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal.

6. Equal Employment Opportunity:

a. The Contractor will not discriminate against any employee or applicant for

employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or

by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

7. Davis-Bacon Act: If applicable to the contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and

3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

(See Prevailing Wage Determination by the Department of Labor

8. Copeland Anti Kick Back Act:

a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3, if applicable, which are incorporated by reference into the contract.

b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12."

9. Contract Work Hours and Safety Standards Act

a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph a. of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph

a. of this section.

c. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph b. of this section.

d. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph a. through d. of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs a. through d. of this section.

10. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387): as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall certify compliance. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts. (**See Appendix Certification Regarding Debarment, Suspension, and Other Responsibility Matters**)

12. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractor agrees to

comply with this provision. Contractor shall file the required certification.

(See Appendix Ethics Clause and Certification Regarding Lobbying For Contracts, Grants, Loans and Cooperative Agreements).

13. Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the Contractor must comply with the requirements of 37 CFR Part 401,"Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

14. Procurement of Recovered Materials: Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of the contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

15. Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in the contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

16. Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in the agreement.

17. Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

18. Termination for Default or Convenience: Please see the contract attached to this solicitation.

19. Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

20. Prohibition on utilization of cost plus a percentage of cost contracts: The City will not award contracts containing Federal funding on a cost plus percentage of cost basis.

21. Prohibition on utilization of time and material type contracts: The City will not award contracts based on a time and material basis unless the strict federal requirements regarding time and material contract are met.

22. DHS Seal, LOGO, and Flags The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

[Remainder of this page intentionally left blank]

As the person authorized to sign this statement, I certify that this contractor complies/will comply fully with the above requirements.

STATE OF Florida
COUNTY OF Orange

Contractor/Firm: Tetra Tech, Inc.

Date: May 27, 2020

By: _____
Printed Name/Title: Jonathan Burgiel,
Business Unit President

The foregoing instrument was acknowledged before me by means of x physical presence or ____ online notarization, this 5th day of June, 20 20, by Jonathan Burgiel, as Business Unit President of Tetra Tech, Inc., a Corporation. He or she is ____ personally known or x produced (personally known) as identification.

_____
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Stephanie S Kilgore
My Commission GG 216785
Expires 05/10/2022

APPENDIX: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

PRIMARY COVERED TRANSACTIONS

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
   d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

STATE OF Florida
COUNTY OF Orange

Date: June 5th, 2020

Contractor/Firm: Tetra Tech, Inc.

By: _____
Printed Name/Title: Jonathan Burgiel, Business Unit President

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this 5th day of June, 2020, by Jonathan Burgiel, as Business Unit President of Tetra Tech, Inc., a Corporation.
He or she is X personally known or ___ produced (personally known) as identification.

Notary Public State of Florida
Stephanie S Kilgore
My Commission GG 216785
Expires 05/10/2022

_____
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration

APPENDIX : CONFLICT OF INTEREST DISCLOSURE

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Contractor must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of the City. All firms must disclose the name of any City officer or employee who owns, directly or indirectly, an interest in the Contractor's firm or any of its branches or affiliates. All Contractor must also disclose the name of any employee, agent, lobbyist, previous employee, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Council in connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Officer or Employee of the City:

None

Name of Officer or Employee that owns any interest in Contractor's firm:

None

STATE OF Florida
COUNTY OF Orange

Contractor/Firm: Tetra Tech, Inc.

Date: June 5, 2020

By: Jonathan Burgiel
Printed Name/Title: Business Unit President

The foregoing instrument was acknowledged before me by means of X physical presence or ____ online notarization, this 5th day of June, 2020, by Jonathan Burgiel, as Business Unit President of Tetra Tech, Inc., a Corporation. He or she is X personally known or ____ produced (personally known) as identification.

Notary Public State of Florida
Stephanie S Kilgore
My Commission GG 216785
Expires 05/10/2022

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration

APPENDIX: ETHICS CLAUSE AND CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENT

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

STATE OF Florida
COUNTY OF Orange

Contractor/Firm: Tetra Tech, Inc.

Date: June 5, 2020

By: _____
Printed Name/Title: Jonathan Burgiel, Business Unit President

The foregoing instrument was acknowledged before me by means of X physical presence or ____ online notarization, this 5th day of June, 2020, by Jonathan Burgiel, as Business Unit President of Tetra Tech, Inc., a Corporation. He or she is X personally known or ____ produced (personally known) as identification.

Notary Public State of Florida
Stephanie S Kilgore
My Commission GG 216785
Expires 05/10/2022

_____
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration

BID COST/FEE PROPOSAL

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

Bid Form

CITY OF PORT ORANGE

ITB #20-07

Disaster Debris Monitoring FEMA

Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission

Instruction to save Attachment from DemandStar website:

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 SIGNATURE:	

ITEM #	EMPLOYEE/SERVICE CATEGORY	ESTIMATED HOURS	HOURLY RATE	EXTENDED COST
1	ON-SITE PROJECT MANAGER	1,000	$ 74.00 -	$ 74,000.00 -
2	SITE SUPERVISOR OR AREA SUPERVISOR	3,333	$ 42.00 -	$ 139,986.00 -
3	TOWER MONITOR	6,667	$ 33.00 -	$ 220,011.00 -
4	FIELD MONITOR	3,333	$ 34.00 -	$ 113,322.00 -
5	ADMINISTRATIVE SUPPORT STAFF	3,360	$ 26.00 -	$ 87,360.00 -
6	1-8XX TELEPHONE SERVICE	833	$ 28.00 -	$ 23,324.00 -
7	GIS ANALYST	33	$ 50.00 -	$ 1,650.00 -
			TOTAL COST:	$ 659,653.00 -

Proposer may submit a schedule of additional positions, with corresponding hourly rates on the form below.
Proposer must attach a job description for each additional position submitted. EXAMPLES SHOWN BELOW
THE FEES FOR OTHER POSITIONS ARE FOR FUTURE USE IF NECESSARY BY THE CITY. THEY WILL NOT BE A FACTOR IN THE EVALUATION F CO
The hourly rates shall include all costs, including but not limited to applicable insurance, overhead and profit ,travel, fuel, lodging, tolls, transportation and out-of-pocket expenses.

ITEM #	ADDITIONAL POSITION(S) IF REQUIRED	ESTIMATED HOURS	HOURLY RATE	EXTENDED COST
1	Operations Manager	1,000	$ 62.00 -	$ 62,000.00 -
2	FEMA Coordinator	667	$ 95.00 -	$ 63,365.00 -
3	Scheduler/Expediter	167	$ ---- -	$ 0.00 -
4	Computer Analyst	33	$ ---- -	$ 0.00 -
5	Environmental Specialist	83	$ 55.00 -	$ 4,565.00 -
6	Project Inspectors (Citizen Site Monitors)	1,667	$ 30.00 -	$ 50,010.00 -
7	Project Inspectors (Load Ticket/Data Entry Clerks/QA/QC)	1,667	$ ---- -	$ 0.00 -
8	Billing/Invoice Analysts	833	$ 45.00 -	$ 37,485.00 -
9	Administrative Assistants	833	$ 35.00 -	$ 29,155.00 -
10	Field Coordinators (Crew Monitors)	10,000	$ ---- -	$ 0.00 -
	LIST ANY OTHERS NOT SHOWN		$ -	$ -
1	Data Manager	0	$ 58.00 -	$ 0.00 -
2			$ -	$ -
3			$ -	$ -
4			$ -	$ -
5			$ -	$ -
6			$ -	$ -
7			$ -	$ -
8			$ -	$ -
9			$ -	$ 246,580.00 -

This document must be completed and returned with your Submittal

Additional Positions

Exhibit 1 lists additional debris monitoring services positions and hourly rates that may be necessary to complete the scope of work requested by the City of Port Orange. The positions listed will be used as needed to facilitate the scope of work. Magnitude, duration, and intensity of the incident will dictate the appropriate response and level of service required to manage the recovery effort.

Exhibit 1: Debris Monitoring Additional Positions and Descriptions

Position	Description	Hourly Rate
Data Manager	Responsible for multiple functions during debris removal activities, including reporting and quality assurance/quality control of all automated debris management system (ADMS) documentation in the field along with storing the documentation in preparation for future audits. The Data Manager will validate documentation and metrics being reported as accurate and on-schedule.	**$58.00**

State of Florida
Department of State

I certify from the records of this office that TETRA TECH, INC. is a Delaware corporation authorized to transact business in the State of Florida, qualified on April 28, 1988.

The document number of this corporation is P19034.

I further certify that said corporation has paid all fees due this office through December 31, 2020, that its most recent annual report/uniform business report was filed on January 2, 2020, and that its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the First day of April, 2020

Secretary of State

Tracking Number: 5850256075CU

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Detail by Entity Name

Foreign Profit Corporation
TETRA TECH, INC.

Filing Information

Document Number	P19034
FEI/EIN Number	95-4148514
Date Filed	04/28/1988
State	DE
Status	ACTIVE
Last Event	CORPORATE MERGER
Event Date Filed	12/30/2003
Event Effective Date	01/02/2004

Principal Address

3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Changed: 07/14/2003

Mailing Address

3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Changed: 07/14/2003

Registered Agent Name & Address

CT CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
PLANTATION, FL 33324

Name Changed: 03/18/1992

Address Changed: 03/18/1992

Officer/Director Detail

Name & Address

Title Senior Vice President, Chief Engineer

BROWNLIE, WILLIAM R
3475 E. Foothill Blvd.
Pasadena, CA 91107

Title Senior Vice President, Corporate Administration

LEMMON, RICHARD A
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Executive Vice President, CFO and Assistant Secretary

BURDICK, STEVEN M
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Chairman of the Board, CEO

Batrack, Dan L.
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Senior Vice President, Chief Information Officer

Christensen, Craig L
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title President

Shoemaker, Leslie L
3475 E. Foothill Blvd.
Pasadena, CA 91107

Title Senior Vice President, Corporate Controller

Carter, Brian N
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Director

Smith, Albert E
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Director

Lewis, J. Christopher
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Director

Haden, Patrick C

3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Director

Grant, Hugh M
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Director

Thompson, J. Kenneth
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Director

Ritrievi, Kimberly E
3475 E FOOTHILL BLVD
PASADENA, CA 91107

Title Director

Volpi, Kirsten M
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title SVP

BIAGI , JAMES Q, Jr.
4967 U.S. Hwy 42
Ste. 210
Louisville, KY 40222

Title Director

Maguire, Joanne M.
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title Senior Vice President and President of the Commercial Account Management Division and Commercial/International Services Group

Amidon, Derek G
4750 W. 2100 South
Ste. 400
Salt Lake City, UT 84120

Title Senior Vice President, President of the Government Services Group and President of the United States Government Division

Argus, Roger R.

1230 Columbia Street
Suite 1000
San Diego, CA 92101

Title Senior Vice President and President of the Global Development Services Division

Auman, Jan K
159 Bank Street
Suite 300
Burlington, VT 05401

Title Senior Vice President and President of the Canada and South America Division

Teufele, Bernard
14940 123 Avenue
Edmonton, AB T5V 1B4 CA

Title Secretary

Hopson, Preston
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title VPFS

JENKINS, LAWRENCE E
201 E. PINE ST.
ORLANDO, FL 32801

Title Director

Birkenbeuel, Gary R.
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title SVP, Enterprise Risk Management

O'Rourke, Brendan
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Title SVP and President of the United States Infrastructure Division

Rynning, Mark A.
201 E. Pine Street
Suite 1000
Orlando, FL 32801

Title Treasurer

Wu, Jim
3475 E. FOOTHILL BLVD.
PASADENA, CA 91107

Annual Reports

Report Year	Filed Date
2018	01/03/2018
2019	01/02/2019
2020	01/02/2020

Document Images

01/02/2020 -- ANNUAL REPORT	View image in PDF format
01/02/2019 -- ANNUAL REPORT	View image in PDF format
05/18/2018 -- AMENDED ANNUAL REPORT	View image in PDF format
01/03/2018 -- ANNUAL REPORT	View image in PDF format
11/21/2017 -- AMENDED ANNUAL REPORT	View image in PDF format
01/05/2017 -- ANNUAL REPORT	View image in PDF format
01/12/2016 -- ANNUAL REPORT	View image in PDF format
01/07/2015 -- ANNUAL REPORT	View image in PDF format
04/24/2014 -- AMENDED ANNUAL REPORT	View image in PDF format
01/10/2014 -- ANNUAL REPORT	View image in PDF format
01/03/2013 -- ANNUAL REPORT	View image in PDF format
02/09/2012 -- ANNUAL REPORT	View image in PDF format
01/18/2012 -- ANNUAL REPORT	View image in PDF format
02/15/2011 -- ANNUAL REPORT	View image in PDF format
01/29/2011 -- ANNUAL REPORT	View image in PDF format
01/28/2010 -- ANNUAL REPORT	View image in PDF format
01/14/2009 -- ANNUAL REPORT	View image in PDF format
02/15/2008 -- ANNUAL REPORT	View image in PDF format
03/12/2007 -- ANNUAL REPORT	View image in PDF format
02/08/2006 -- ANNUAL REPORT	View image in PDF format
02/23/2005 -- ANNUAL REPORT	View image in PDF format
01/31/2005 -- ANNUAL REPORT	View image in PDF format
05/13/2004 -- ANNUAL REPORT	View image in PDF format
05/05/2004 -- ANNUAL REPORT	View image in PDF format
03/01/2004 -- ANNUAL REPORT	View image in PDF format
12/30/2003 -- Merger	View image in PDF format
07/14/2003 -- ANNUAL REPORT	View image in PDF format
03/03/2002 -- ANNUAL REPORT	View image in PDF format
05/15/2001 -- ANNUAL REPORT	View image in PDF format
05/04/2000 -- ANNUAL REPORT	View image in PDF format
04/07/1999 -- ANNUAL REPORT	View image in PDF format
07/29/1998 -- ANNUAL REPORT	View image in PDF format
04/09/1997 -- ANNUAL REPORT	View image in PDF format
02/09/1996 -- ANNUAL REPORT	View image in PDF format
04/14/1995 -- ANNUAL REPORT	View image in PDF format

BID BOND *Please see enclosed cashier's check.

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____, (hereinafter called "PRINCIPAL"), and _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____ (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of _____ dollars and (_____)/100 ($_____), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated _____, 20___, for:

Project Name / Bid No.:

Project Address:

Legal Description: N/A

Description of Work:

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this _____ day of _____, A.D. 20___, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Note: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).

PRINCIPAL:

_____
Signature

_____
Corporate Officer & Title

ATTEST:

_____
Signature

_____
Corporate Secretary (Affix Corporate Seal)

WITNESSESS:

_____

_____

SURETY:

_____
Attorney-in-Fact (signature)

_____
Name & Title

_____
Name of Local Resident Agent

_____
City, State, Zip

_____
Telephone:
A.M. Best No.: _____ *NAIC No. :* _____

ATTEST:

_____
Signature

_____
Corporate Secretary (Affix Corporate Seal)

STATE OF _____
COUNTY OF _____

Before me this day personally appeared _____ *(affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the* _____ *(corporate surety) and that this person has been authorized by* _____ *(corporate surety) to execute the forgoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.*

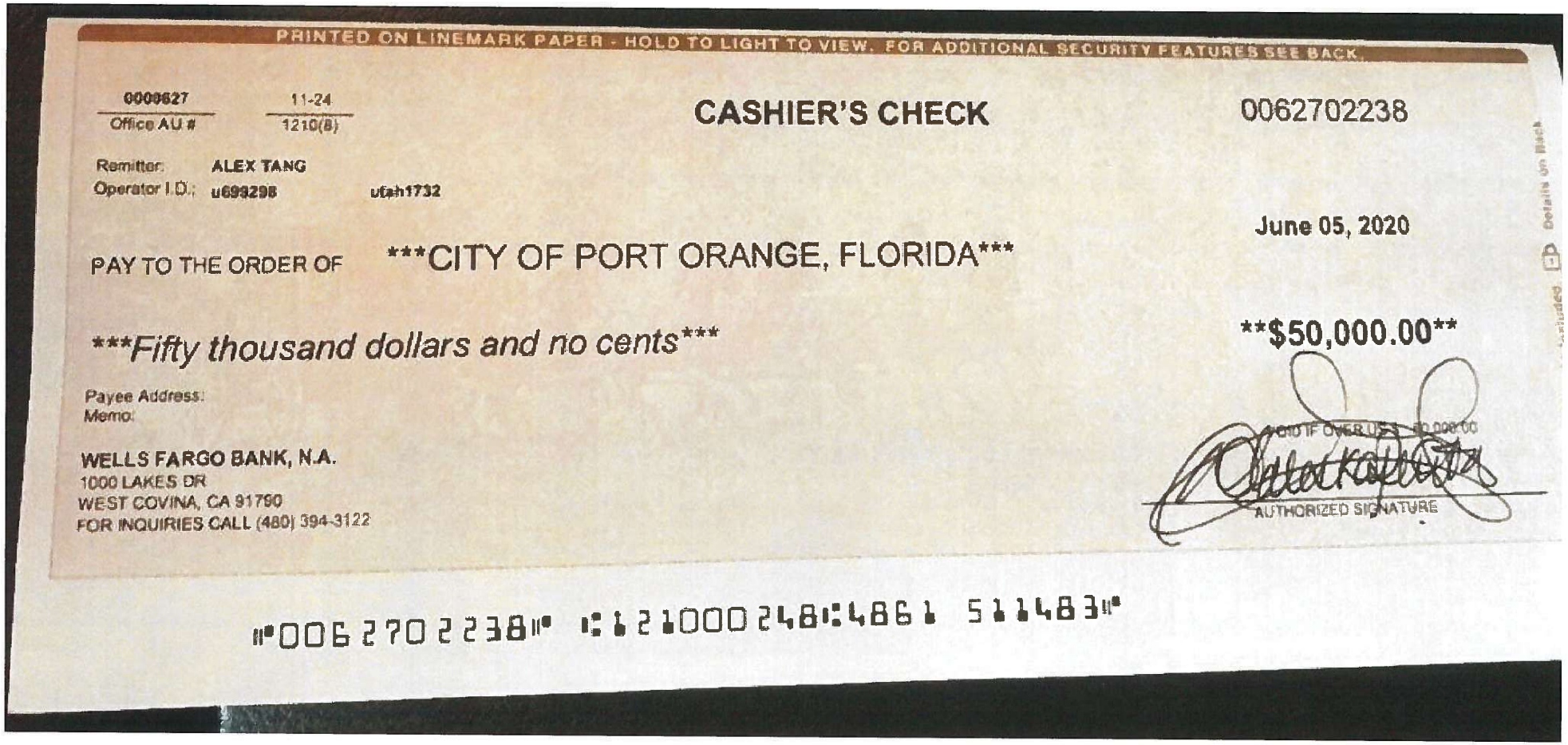
_____
Signature of Affiant

Sworn to / Affirmed and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who produced _____ as identification.

_____
NOTARY PUBLIC – STATE OF
Type or print name: _____
Commission No.: _____
Commission Expires: _____
(Seal)

END OF BID BOND

This document must be completed and returned with your Submittal



PRINTED ON LINEMARK PAPER - HOLD TO LIGHT TO VIEW. FOR ADDITIONAL SECURITY FEATURES SEE BACK.

0000627 Office AU # | 11-24 1210(8)

CASHIER'S CHECK

0062702238

Remitter: ALEX TANG
Operator I.D.: u698298 utah1732

June 05, 2020

PAY TO THE ORDER OF ***CITY OF PORT ORANGE, FLORIDA***

Fifty thousand dollars and no cents **$50,000.00**

Payee Address:
Memo:

VOID IF OVER U.S. $50,000.00

WELLS FARGO BANK, N.A.
1000 LAKES DR
WEST COVINA, CA 91790
FOR INQUIRIES CALL (480) 394-3122

AUTHORIZED SIGNATURE

Details on Back

⑈0062702238⑈ ⑆121000248⑆4861 511483⑈

City of Port Orange
Public Works & Utilities Department

TO: M. H. Johansson, City Manager

THRU: Julia Wiggins, Public Works & Utilities Business Manager

FROM: Lynn Stevens, Public Works & Utilities Director
Ronny Buttrum, Deputy Director Public Works & Utilities

DATE: June 10, 2020

SUBJECT: Intent to Award ITB 20-07 Disaster Debris Monitoring

REQUEST:
The Public Works & Utilities Department requests City Council approval to award ITB 20-07 Disaster Debris Monitoring Services to Thompson Consulting Services and Tetra Tech, Inc. for five years with one five-year renewal and authorize City Manager to exercise renewals. Work will be authorized by task authorization when a qualifying event is declared.

PURPOSE:
The purpose of this request is to prepare for disaster cleanup for events such as hurricanes. This work is for monitoring the volume of debris to ensure the maximum allowable FEMA reimbursement.

CONSIDERATION:
On June 9, 2020, the City received two (2) bids for ITB #20-07 Disaster Debris Monitoring Services. After review of the bids, staff recommends award to both bidders, Thompson Consulting Services of Lake Mary, Florida and Tetra Tech, Inc. of Maitland, Florida. The City previously contracted with both firms for the last debris monitoring services contract. That contract expires October 2021. Staff chose to solicit bids prior to the end of the contract period due to changes in FEMA CFR compliance requirements.

By awarding to both contractors, the City gets the best price and response on each disaster event and ensures the City will be able to secure those services and maintain full compliance with all FEMA requirements to ensure maximum reimbursement. The

actual cost will be calculated based upon the estimated volume of debris after the emergency event has occurred.

The Standard Contract for Services will have an initial five (5) year term and can be renewed for one additional five (5) year term upon approval of both parties. Work will be authorized by task authorization when an emergency event is declared.

FUNDING:

No funding is required to award this bid. Funding would be required at the time of issuance of a task authorization and after an emergency account code is created.

RECOMMENTATION:

The Department of Public Works & Utilities City Council approval to award ITB 20-07 Disaster Debris Monitoring Services to Thompson Consulting Services and Tetra Tech, Inc. for five years with one five-year renewal and authorize City Manager to exercise renewals.

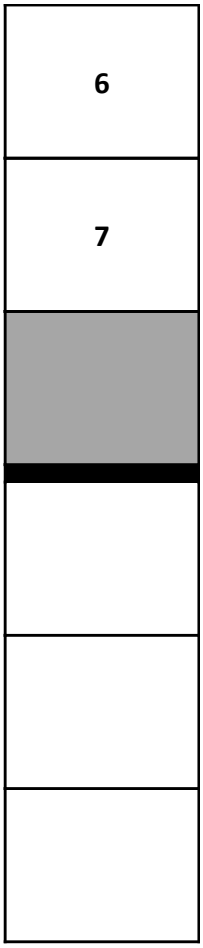
ANTICIPATED SCHEDULE:

Council Meeting: June 16, 2020
Executed contracts: June 30, 2020

ATTACHMENTS:

1) Bid Documents ITB #20-07 Disaster Debris Monitoring Services

Item No
A
1
2
3
4
5



DISCLAIM

CONTRAC

OPENIN

Description
EMPLOYEE/SERVICE CATEGORY
ON-SITE PROJECT MANAGER
SITE SUPERVISOR OR AREA SUPERVISOR
TOWER MONITOR
FIELD MONITOR
ADMINISTRATIVE SUPPORT STAFF

1-8XX TELEPHONE SERVICE

GIS ANALYST

Required Forms Submitted:

Bid Bond Submitted:

Responsive & Responsible Bidder:

ER: THIS BID TABULATION INDICATES ONLY THE BIDS AS

T COMPLIANCE. NO CONCLUSIONS ABOUT CONTRACT A

NG DATE/TIME: June 9th, 2020 @ 2:30PM

Bid Tabulation

ITB #20-07

Disaster Debris Monitoring FEMA

Thompson Consulting Services			
Lake Mary, FL			
Estimated Hours	Hourly Rate	Extended Cost	Estimated Hours
1,000	$ 52.50	$ 52,500.00	1,000
3,333	$ 45.00	$ 149,985.00	3,333
6,667	$ 30.50	$ 203,343.50	6,667
3,333	$ 36.00	$ 119,988.00	3,333
3,360	$ 18.50	$ 62,160.00	3,360

833	$ 28.00	$ 23,324.00	833
33	$ 49.00	$ 1,617.00	33
	TOTAL COST:	$ 612,917.50	
YES			
YES			

Did not price additional postions

*Cashier's Check

Tetra Tech, Inc.

Maitland, FL

Hourly Rate	Extended Cost
$ 74.00	$ 74,000.00
$ 42.00	$ 139,986.00
$ 33.00	$ 220,011.00
$ 34.00	$ 113,322.00
$ 26.00	$ 87,360.00

$ 28.00	$ 23,324.00
$ 50.00	$ 1,650.00
TOTAL COST:	$ 659,653.00

YES
YES

in Lieu of Form 7

NOTICE OF INTENT TO AWARD

ITB 20-07 Disaster Debris Monitoring
June 10, 2020

On June 9, 2020 Purchasing received Two (2) bids for ITB 20-07 Disaster Debris Monitoring. Tetra Tech Inc of Maitland, FL and Thompson Consulting Services of Lake Mary, FL

After review of the bids submitted, City Staff has made its recommendation to award to both contractors at the pricing submitted.

OPENING DATE/TIME: June 9th, 2020 @ 2:30PM							
Bid Tabulation							
ITB #20-07							
Disaster Debris Monitoring FEMA							
		Thompson Consulting Services			Tetra Tech, Inc.		
		Lake Mary, FL			Maitland, FL		
Item No	Description	Estimated Hours	Hourly Rate	Extended Cost	Estimated Hours	Hourly Rate	Extended Cost
A	EMPLOYEE/SERVICE CATEGORY						
1	ON-SITE PROJECT MANAGER	1,000	$ 52.50	$ 52,500.00	1,000	$ 74.00	$ 74,000.00
2	SITE SUPERVISOR OR AREA SUPERVISOR	3,333	$ 45.00	$ 149,985.00	3,333	$ 42.00	$ 139,986.00
3	TOWER MONITOR	6,667	$ 30.50	$ 203,343.50	6,667	$ 33.00	$ 220,011.00
4	FIELD MONITOR	3,333	$ 36.00	$ 119,988.00	3,333	$ 34.00	$ 113,322.00
5	ADMINISTRATIVE SUPPORT STAFF	3,360	$ 18.50	$ 62,160.00	3,360	$ 26.00	$ 87,360.00
6	1-8XX TELEPHONE SERVICE	833	$ 28.00	$ 23,324.00	833	$ 28.00	$ 23,324.00
7	GIS ANALYST	33	$ 49.00	$ 1,617.00	33	$ 50.00	$ 1,650.00

Recommendation to award will be presented for City Council approval on June 16th, 2020.

David VanValkenburgh CFCM, C.P.M.
Purchasing Agent

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/16/2020

Consent item: Yes

SUBJECT: (B7c) Award Bid #20-06, Disaster Debris Removal and Disposal (FEMA)

DEPARTMENT: Public Utilities

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve award of ITB 20-06, Disaster Debris Removal and Disp
Services, Inc. and CrowderGulf Joint Venture, Inc.; subject to City Attorney and City Manager review and approval
authorizing the Mayor and City Clerk to execute all contract documents; and authorizing the City Mana
Task Authorizations issued pursuant to the Contracts.

SUMMARY: On June 9, 2020, Purchasing received nine (9) bids in response to ITB 20-06, Disaster D
Services.

The objective is to secure the services of professional and experienced contractors capable of efficien
large volumes of disaster-generated debris in a lawful manner and in accordance with the procedures
of the Federal Emergency Management Agency (FEMA).

Approval to award to two contractors based on experience, reliability, and price is requested to ensure
disaster. A Contract for Services will be executed. All work under contract will be authorized by Task
Authorizations will be executed based on volume of disaster-generated debris.

Link to bid submittals here https://portorange.sharepoint.com/:f:/g/pch/EkQluvHHlr5KmJlmJrQYQnABmgqWRJyF7jrFfosrC0X0
in the Clerk's office for review.

Project No.: Funding Account No.:

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Contract for services- Ceres Environmental	Contract for services.pdf
2.	Contract for Services - Crowder-Gulf	Contract for Services - Crowder-
3.	ITB-20-06-Disaster-Debris-Removal-Disposal-Services-FEMA-FINAL-542020 BID PACKAGE	ITB-20-06-Disaster-Debris-Remo FINAL-542020 BID PACKAGE.p
4.	Addendum-1 of 1 --ITB-20-06-Disaster-Debris-Removal-Disposal-Services-FINAL-06022020	Addendum-1 of 1 --ITB-20-06-Di Services-FINAL-06022020.pdf
5.	Bid Tab ITB 20-06 Disaster Debris Removal and Disposal Services	Bid Tab ITB 20-06 Disaster Debr Services.xlsx
6.	Department Justification - ITB 20-06 Debris Removal and Disposal (1)	Department Justification - ITB 20 Disposal (1).pdf

Kynah Cockcroft	Created/Initiated - 6/4/2020
Kynah Cockcroft	Approved - 6/4/2020
Julia Wiggins	Approved - 6/4/2020
Lynn Stevens	Approved - 6/10/2020
James Tillman	Approved - 6/11/2020
Matthew Jones	Approved - 6/12/2020
Jake Johansson	Approved - 6/12/2020
Robin Fenwick	Final Approval - 6/12/2020

CITY OF PORT ORANGE
CONTRACT FOR SERVICES

This Contract for Services ("Contract" or "Agreement") is entered into this ____ day of _____, **2020**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **CERES ENVIRONMENTAL SERVICES, INC.,** a Minnesota corporation, whose principal address is 3825 85th Ave. N., Brooklyn Park, MN 55443 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. *Provision of Services*

(a) Contractor hereby agrees to provide services for disaster debris removal, reduction, disposal and other emergency cleanup services following a disaster event for the City, in accordance with all the Federal Emergency Management Agency (FEMA) regulations, federal standards, guidelines, operating policies and reimbursement procedures, as more specifically described in Invitation to Bid # 20-06 ("ITB 20-06"), Addendum 1, and Contractor's bid, all of which are made a part hereof by reference. Contractor also agrees to provide these Services consistent with the Contractor's Schedule of Unit Pricing and Scope of Services attached hereto as Exhibit "1." Complete copies of ITB 20-06, Addendum 1 and Contractor's bid are available in the Office of the City Clerk.

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

Term: The term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for five (5) years, with one (1) additional five (5) year renewal, upon mutual agreement of the parties (the "Term"). The City Manager shall be authorized to renew this contract.

Manner and Place: As outlined in ITB 20-06, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order or task authorization, signed by an authorized agent of the City of Port Orange.

Time and Essence: Contractor acknowledges that time is of the essence for the performance of the Task Authorization, Notice to Proceed or Purchase Order issued hereunder.

2. Authorization for Services: This Contract standing alone does not authorize the performance of any work or services to be provided by the Contractor or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of a written Task Authorization(s) issued and executed by an authorized agent of the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "2." Contractor agrees to return an executed copy of the Task Authorization and a bond via facsimile or e-mail within 36 hours of City's delivery. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

3. *City Obligations*. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1." The total cost will be established by a Task Authorization issued pursuant to this Contract as referenced in Section 2. Contractor shall not exceed the amount of the Task Authorization. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

4. *Contract Documents*. The following forms are attached as Exhibit "3," and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by the Contractor under this Contract:

(a) Front Page for Bond (F.S. § 255.05)

(b) Combination Payment and Performance Bond (F.S. § 255.05)

5. *Contract Administration*. The Public Works Director, Lynn Stevens, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

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

7. *Termination for Convenience of the City*

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

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

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

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

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

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

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

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 24 of this contract concerning disputes.

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

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

10. *Examination of Records*

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

(b) The Contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any

duly authorized representative shall, until the expiration of five (5) years after closeout of the FEMA grant under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

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

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

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

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

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

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

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

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

12. *Termination for Non-Appropriation of Funds*

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

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

13. *Insurance*. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit (Exhibit "4"). Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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

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

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

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

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

Standard Insurance Requirements

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

☐	Property Insurance Builders Risk. Additional Coverage:	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - $ To be determined.	
☒	Contractor Pollution Liability	Limits: Coverage - $1,000,000	
☐	Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☒	Payment and Performance Bond Required	Limits: Coverage - Equal to 100% of the amount established by a Task Authorization issued pursuant to the Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $25,000.00.**		
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods under $25,000.00.**		

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

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

16. *Modifications or Changes to this Contract*

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

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

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

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

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

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

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

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

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

21. *Inspection*

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within

the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

22. *Liability for Loss or Damage*.

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

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

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

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

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

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

24. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision

by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

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

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

27. *Additional Provisions*. This Contract includes all additional provisions as may have been outlined in ITB 20-06 and written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

28 *Compliance with Other Federal Standards.*

(a) Compliance with Federal Laws, Regulations and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the agreement. The Contractor will comply with all applicable federal laws, regulations, and Executive Orders, including FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with FEMA.

(b) Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this agreement.

(c) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). All contractors entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(d) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(e) Utilization of Minority and Women Firms (M/WBE): The Contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when

possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the Contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the Contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the Contractor has established delivery schedules, where permitted, to encourage such businesses to respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal.

(f) Equal Employment Opportunity:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's

commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vi) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(vii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract

modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

(g) Davis-Bacon Act: If applicable to this contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This contract was conditioned upon the acceptance of the Department of Labor Wage Determination.

(h) Copeland Anti Kick Back Act:

(i) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3, if applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(i) Contract Work Hours and Safety Standards Act:

(i) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (i) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such

territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this section.

(iii) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this section.

(iv) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (i) through (iv) of this section.

(j) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(k) Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), ‘‘Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts. The Contractor shall certify compliance.

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractor agrees to comply with this provision. Contractor shall file the required certification.

(m) Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of ''funding agreement'' under 37 CFR § 401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the Contractor must comply with the requirements of 37 CFR Part 401,''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency.

(n) Procurement of Recovered Materials: Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(i) competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) meeting contract performance requirements; or

(iii) at a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(o) Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(p) Record Retention: Contractor will retain all required records pertinent to this contract for

a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in this Agreement.

(q) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

(r) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(s) DHS Seal, LOGO, and Flags: The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

(t) No Obligation by Federal Government

The Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

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

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

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

Copy to:
City of Port Orange
Attention: Lynn Stevens, Public Works Director
1395 Dunlawton Avenue
Port Orange, Florida 32129
(386) 506-5575

Contractor:
Ceres Environmental Services, Inc.
Attention: Dawn Brown, Assistant Corporate Secretary
6968 Professional Parkway E.
Sarasota, FL 34240
(800) 218-4424

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

and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

31. *Contract Construction*

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

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

[Remainder of this page intentionally left blank]

Witnesses:

CERES ENVIRONMENTAL SERVICES, INC.

By:_____
Printed Name:
Title:

_____
Printed Name:_____

_____
Printed Name:_____

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

Date:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ____ online notarization, this _____ day of _____, 2020, by _____, as _____ _____ of Ceres Environmental Services, Inc., a Minnesota corporation. He/she is ____ personally known or ____ produced _____as identification.

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

Witnesses:

CITY OF PORT ORANGE

_____ By:_____

Printed Name:_____ Donald O. Burnette, Mayor

_____ Date:_____

Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ___ physical presence or ____ online notarization, this _____ day of _____, 2020, by Donald O. Burnette, as Mayor the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ____ personally known or ____ produced _____as identification.

_____

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

Witnesses:

ATTEST:

_____

Printed Name:_____ By:_____

Robin L. Fenwick, MMC, City Clerk

_____

Printed Name:_____ Date:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ___ physical presence or ____ online notarization, this _____ day of _____, 2020, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ____ personally known or ____ produced _____as identification.

_____

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

EXHIBIT "1"

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING
BID FORM
CITY OF PORT ORANGE
ITB #20-06

Disaster Debris Removal and Disposal Services FEMA

Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission

Instruction to save Attachment from DemandStar website:
Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells electronically.
The additional rates requested will be ordered at the unit prices provided should they be needed by the City below. They will not be a factor in the evaluation cost.

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

NAME OF BUSINESS:	Ceres Environmental Services, Inc.
CONTACT PERSON:	Dawn Brown
EMAIL ADDRESS:	dawn.brown@ceresenv.com
AUTHORIZED SIGNATURE:	Dawn Brown

Proposal Pricing

SCHEDULE A: SCHEDULE OF ITEMS

Items will be used for evaluation purposes only. Quantities are not guaranteed and are used for evaluation purposes only. Prices shall be all-inclusive of requirements as defined in the scope of work. All labor rates are to be fully burdened to include all taxes, benefits, handling charges, overhead and profits.

Category	Description of Services	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
Management and Reduction	Debris Management Site Management: Preparation, management and segregating at debris management site	300,000	Cubic Yard	$ 1.85	$ 555,000.00
	Above Grade - Air Curtain Burning: Vegetative Debris	150,000	Cubic Yard	$ 0.98	$ 147,000.00
	Portable - Air Curtain Burning: Vegetative Debris	150,000	Cubic Yard	$ 1.06	$ 159,000.00
	Grinding: Grinding/Chipping Vegetative Debris	600,000	Cubic Yard	$ 2.75	$ 1,650,000.00
				TOTAL MANAGEMENT AND REDUCTION:	$ 2,511,000.00
Vegetative Collect and Haul	Load and Haul Vegetative Debris from ROW to a DMS - (Mileage is based on a one-way haul distance)				
	0-30 Miles	300,000	Cubic Yard	$ 9.98	$ 2,994,000.00
C & D Collect and Haul	Load and Haul C&D Debris from ROW to a DMS - (Mileage is based on a one-way haul distance)				
	0-30 Miles	300,000	Cubic Yard	$ 8.28	$ 2,484,000.00
Mixed Debris Collect and Haul	Load and Haul Mixed Debris from ROW to a DMS - Mixed debris consists of personal property items such as furniture, carpet, mattresses, etc. (Mileage is based on a one-way haul distance)				
	0-30 Miles	300,000	Cubic Yard	$ 8.28	$ 2,484,000.00
White Goods Collect and Haul	Removal of Eligible Non-refrigerant White Goods - Work consists of load and haul eligible non-refrigerant white goods from ROW to DMS	500	Each	$ 78.00	$ 39,000.00
	Removal of Eligible Refrigerant White Goods - Work consists of load and haul eligible refrigerant white goods from ROW to DMS. Contractor shall be responsible for the proper removal and disposal of refrigerants as required by law	500	Each	$ 82.00	$ 41,000.00

			TOTAL WHITE GOODS COLLECT AND HAUL:		$ 80,000.00
Tree Operations	Removal of Hazardous Trees - Work consists of removing eligible hazardus trees and placing them at the nearest and safest location on the City ROW for collection as normal vegetative debris. (Measurements are the diameter of the tree up 54" from ground level)				
	6.0 inch - 12.9 inch diameter	100	Per Tree	$ 95.00	$ 9,500.00
	13.0 inch - 24.9 inch diameter	100	Per Tree	$ 165.00	$ 16,500.00
	25.0 inch - 36.9 inch diameter	100	Per Tree	$ 285.00	$ 28,500.00
	37.0 inch - 48.9 inch diameter	100	Per Tree	$ 395.00	$ 39,500.00
	49 inch and greater diameter	100	Per Tree	$ 550.00	$ 55,000.00
	Removal of Hazardous Limbs - Work consists of removing eligible hazardus limbs and placing them at the nearest and safest location on the County ROW for collection as normal vegetative debris. (Measurements are the diameter of the tree up 54" from ground level)				
	Hazardus Limbs are 2" inches and greater in diameter at point of break.	100	Per Tree	$ 94.00	$ 9,400.00
			TOTAL TREE OPERATIONS:		$ 158,400.00
Final Disposition - Reduced Debris; Collect and Haul	Haul-out of Reduced Eligible DMS Debris to City Designated Final Disposal - work consists of loading and transporting reduced eligible disaster debris to a City approved final disposal site. (Mileage is based on one-way haul distance)				
	0-30.0 MILES	600,000	Cubic Yard	$ 2.98	$ 1,788,000.00
	30.1-60.0 Miles	600,000	Cubic Yard	$ 3.83	$ 2,298,000.00
	60.1-90.0 Miles	200,000	Cubic Yard	$ 4.68	$ 936,000.00
	90.1-120.0 Miles	100,000	Cubic Yard	$ 5.53	$ 553,000.00
	120.1-150.0 Miles	100,000	Cubic Yard	$ 6.38	$ 638,000.00
	150.1 Miles or Greater	100,000	Cubic Yard	$ 7.23	$ 723,000.00
			TOTAL FINAL DISPOSTION- REDUCED DEBRIS; COLLECT AND HAUL:		$ 6,936,000.00
Final Disposition - Unreduced Debris; Collect and Haul	Haul-out of Unreduced Eligible DMS Debris to City Designated Final Disposal - work consists of loading and transporting unreduced eligible disaster debris from a public property or ROW to a City approved final disposal site. (Mileage is based on one-way haul distance)				
	0-30.0 MILES	500,000	Cubic Yard	$ 3.58	$ 1,790,000.00
	30.1-60.0 Miles	500,000	Cubic Yard	$ 4.43	$ 2,215,000.00
	60.1-90.0 Miles	300,000	Cubic Yard	$ 5.28	$ 1,584,000.00
	90.1-120.0 Miles	200,000	Cubic Yard	$ 6.13	$ 1,226,000.00
	120.1-150.0 Miles	100,000	Cubic Yard	$ 6.98	$ 698,000.00

	150.1 Miles or Greater	100,000	Cubic Yard	$ 7.83	$ 783,000.00
				TOTAL FINAL DISPOSTION- UNREDUCED DEBRIS; COLLECT AND HAUL:	$ 8,296,000.00

LABOR RATES: All labor rates are to be fully burdened to include all taxes, benefits, handling charges, overhead and profits; per diem and fuel is to be included in hourly labor rates.

Category	Labor Category	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
Project Management	Project Manager with truck and cell phone	N/A	HOUR	$ 115.00	N/A
	Field Supervisor with truck and cell phone	N/A	HOUR	$ 85.00	N/A
	Administrative Assistant	N/A	HOUR	$ 39.00	N/A
	Clerical Worker	N/A	HOUR	$ 39.00	N/A
				PROJECT MANAGEMENT TOTAL:	$ 278.00
Work Crews	Heavy Equipment Operator	N/A	HOUR	$ 64.00	N/A
	Tool Operator (Chainsaw)	N/A	HOUR	$ 55.00	N/A
	Traffic Controller (Flagman)	N/A	HOUR	$ 49.00	N/A
	Laborer with Small Tools	N/A	HOUR	$ 49.00	N/A
	Hazardous Materials Worker with Gear	N/A	HOUR	$ 58.00	N/A
	Mechanic with Truck and Tools	N/A	HOUR	$ 72.00	N/A
	Tree Climber with Chainsaw and Gear	N/A	HOUR	$ 72.00	N/A
				WORK CREWS TOTAL:	$ 419.00

SUMMARY OF SCHEDULE A: COST PROPOSAL FEES

Category	Total Price
Management and Reduction	$ 2,511,000.00
Vegetative Collect and Haul	$ 2,994,000.00
C & D Collect and Haul	$ 2,484,000.00
Mixed Debris Collect and Haul	$ 2,484,000.00
White Goods Collect and Haul	$ 80,000.00
Tree Operations	$ 158,400.00

Final Disposition - Reduced Debris; Collect and Haul	$	6,936,000.00
Final Disposition - Unreduced Debris; Collect and Haul	$	8,296,000.00
Project Management	$	278.00
Work Crews	$	419.00
SCHEDULE A TOTAL:	$	25,944,097.00

SCHEDULE B: SCHEDULE OF ADDITIONAL CONTRACT ITEMS

Additional Contract Items will be used for evaluation purposes only. Items are contract items and will be ordered at the unit prices provided should they be needed by the City.

Category	Labor Category	Unit of Measure	Unit Price
Specialty Removal	Load, Haul and Dispose of Household Hazardous Waste	Pound	$ 6.82
	Electronic Waste - Removal of Electronic Debris that contains hazardous materials; includes computer monitors and televisions.	Pound	$ 2.48
	Biowaste - Removal of waste capable of causing infection to humans (animal waste, human blood, pathological waste)	Pound	$ 12.82
	Putrescent Removal - Removal of debris that will decompose or rot (animals and organic fleshy matter)	Pound	$ 9.77
	Load, Haul and Dispose of Animal Carcasses	Each	$ 25.00
Canal and Waterway Debris Removal	Width 0-4 feet	Cubic Yard	$ 72.15
	Width 4.1-8 feet	Cubic Yard	$ 80.81
	Width 8.1-12 feet	Cubic Yard	$ 90.50
	Width 12.1-16 feet	Cubic Yard	$ 101.37
	Width 16.1-20 feet	Cubic Yard	$ 113.53
	Width 20.1 feet or greater	Cubic Yard	$ 127.15
Sand Collection and Screening	Screen/Sift Sand, Soil and Mud	Cubic Yard	$ 17.88
	Load and Haul Sand, Soil and Mud	Cubic Yard	$ 13.24
Removal and Storage of Vehicles and Vessels	Removal of Eligible Abandoned Vehicle of Vessel to City approved Staging Area		
	Vehicle Removal	Each	$ 225.00
	Vessel Removal (Land)	Linear Foot	$ 95.00
	Vessel Removal (Marine)	Linear Foot	$ 165.00

Hazardous Tree Bracing	6.0 inch - 24.0 inch diameter	Each	$ 65.00
	24.1 inch - 36.0 inch diameter	Each	$ 125.00
	Greater than 36.0 inch diameter	Each	$ 175.00
Hazardous Stump Removal	Work consists of removing eligible hazardous stumps, backfilling and compacting the stump hole, and transporting the stump to an approved City DMS or final disposal location. Measurement is the diameter of the stump 24 inches above the ground.		
	24 -36 inches diameter	Each	$ 255.00
	36.1-48 inches diameter	Each	$ 365.00
	48.1-72 inches diameter	Each	$ 475.00
	Greater than 72 inches diameter	Each	$ 595.00
OTHER: Define other workers that may be required and the hourly rate to provide		Hour	$ -
		Hour	$ -
		Hour	$ -
		Hour	$ -
		Hour	$ -
		Hour	$ -
		Hour	$ -
		Hour	$ -
		Hour	$ -
		Hour	$ -
Work Crew Category: (Typical Crew Makeup for "First Push" Operations)	Wheel Loader with Operator, 2.5cy, Foreman with Support Vehicle and Small Equipment, Laborer with Chainsaw and two (2) Laborers with Small Tools	Hour for Complete Work Crew	$ 335.00

EQUIPMENT RATE SCHEDULE

Number	Equipment	Specification	Capacity/Size/HP	Notes	Hourly Rate
1	Aerial Lift, Self Propelled	Max Platform HT	37 ft/15 HP	Articulated, Telescoping, Scissor	$ 18.62
2	Aerial Lift, Self Propelled	Max Platform HT	60 ft/To 30 HP	Articulated, Telescoping, Scissor	$ 27.24

3	Aerial Lift, Self Propelled	Max Platform HT	70 ft/To 50 HP	Articulated, Telescoping, Scissor	$ 48.80
4	Aerial Lift, Self Propelled	Max Platform HT	125 ft/To 85 HP	Articulated, Telescoping, Scissor	$ 129.30
5	Aerial Lift, Self Propelled	Max Platform HT	150 ft/To 130 HP	Articulated, Telescoping, Scissor	$ 150.87
6	Aerial Lift, Truck Mounted	Max Platform HT	25 ft	Articulated, Telescoping, Scissor	$ 84.00
7	Aerial Lift, Truck Mounted	Max Platform HT	50 ft	Articulated, Telescoping, Scissor	$ 96.00
8	Aerial Lift, Truck Mounted	Max Platform HT	75 ft	Articulated, Telescoping, Scissor	$ 102.00
9	Aerial Lift, Truck Mounted	Max Platform HT	100 ft	Articulated, Telescoping, Scissor	$ 114.00
10	Breaker, Hand-Held Pavement	N/A	N/A	N/A	$ 42.00
11	Breaker, Pavement	N/A	N/A	N/A	$ 66.19
12	Breaker, Pavement	N/A	N/A	N/A	$ 91.19
13	Breaker, Pavement	N/A	N/A	N/A	$ 116.19
14	Breaker, Pavement	N/A	N/A	N/A	$ 116.19
15	Bucket, Clamshell	Capacity	1.0 CY	N/A	$ 7.44
16	Bucket, Clamshell	Capacity	2.5 CY	N/A	$ 13.69
17	Bucket, Clamshell	Capacity	5.0 CY	N/A	$ 21.19
18	Bucket, Clamshell	Capacity	7.5 CY	N/A	$ 27.44
19	Chainsaw	Bar Length	16 in	N/A	$ 3.69
20	Chainsaw	Bar Length	25 in	N/A	$ 7.44
21	Chainsaw Pole	Bar Size	18 in	N/A	$ 3.69
22	Chipper, Brush	Chipping Capacity	6 in/To 35 HP	Trailer Mounted	$ 57.00
23	Chipper, Brush	Chipping Capacity	12 in/To 65 HP	Trailer Mounted	$ 66.00
24	Chipper, Brush	Chipping Capacity	16 in/To 100 HP	Trailer Mounted	$ 94.32
25	Chipper, Brush	Chipping Capacity	18 in/To 125 HP	Trailer Mounted	$ 139.83
26	Chipper, Brush	Chipping Capacity	18 in/To 200 HP	Trailer Mounted	$ 151.63
27	Chipper, Brush	Chipping Capacity	19 in/To 300 HP	Trailer Mounted	$ 168.49

28	Chipper, Brush	Chipping Capacity	20 in/To 450 HP	Trailer Mounted	$ 185.34
29	Chipper, Brush	Chipping Capacity	21 in/To 650 HP	Trailer Mounted	$ 234.00
30	Crane	Max Lift Cap	8 MT/To 80 HP	N/A	$ 175.00
31	Crane	Max Lift Cap	15 MT/To 150 HP	N/A	$ 275.00
32	Crane	Max Lift Cap	27 MT/To 200 HP	N/A	$ 395.00
33	Crane	Max Lift Cap	45 MT/To 300 HP	N/A	$ 450.00
34	Crane	Max Lift Cap	70 MT/To 350 HP	N/A	$ 525.00
35	Crane	Max Lift Cap	110 MT/To 450 HP	N/A	$ 595.00
36	Crane, Truck Mounted	Max Lift Cap	17,600 lbs	N/A	$ 125.00
37	Crane, Truck Mounted	Max Lift Cap	33,000 lbs	N/A	$ 155.00
38	Crane, Truck Mounted	Max Lift Cap	60,000 lbs	N/A	$ 300.00
39	Crane, Truck Mounted	Max Lift Cap	120,000 lbs	N/A	$ 375.00
40	Fork Lift	Capacity	6,000 lbs/To 60 HP	N/A	$ 42.00
41	Fork Lift	Capacity	12,000 lbs/To 90 HP	N/A	$ 54.00
42	Fork Lift	Capacity	18,000 lbs/To 140 HP	N/A	$ 66.00
43	Fork Lift	Capacity	50,000 lbs/To 215 HP	N/A	$ 112.44
44	Loader, Skid-Steer	Operating Capacity	1,000 lbs/To 35 HP	N/A	$ 80.00
45	Loader, Skid-Steer	Operating Capacity	2,000 lbs/To 65 HP	N/A	$ 90.00
46	Loader, Skid-Steer	Operating Capacity	3,000 lbs/To 85 HP	N/A	$ 110.00
47	Loader, Skid-Steer	Operating Capacity	4,000 lbs/To 94 HP	N/A	$ 125.00
48	Loader, Wheel	Bucket Capacity	0.5 CY/To 38 HP	N/A	$ 82.44
49	Loader, Wheel	Bucket Capacity	1 CY/To 60 HP	N/A	$ 95.00
50	Loader, Wheel	Bucket Capacity	2 CY/To 105 HP	N/A	$ 125.00
51	Loader, Wheel	Bucket Capacity	3 CY/To 152 HP	N/A	$ 144.94
52	Loader, Wheel	Bucket Capacity	4 CY/To 200 HP	N/A	$ 155.00

53	Loader, Wheel	Bucket Capacity	5 CY/To 250 HP	N/A	$ 169.94
54	Loader, Wheel	Bucket Capacity	6 CY/To 305 HP	N/A	$ 178.69
55	Loader, Wheel	Bucket Capacity	7 CY/To 360 HP	N/A	$ 206.19
56	Loader, Wheel	Bucket Capacity	8 CY/To 415 HP	N/A	$ 299.94
57	Loader, Wheel	Bucket Capacity	9 CY/To 470 HP	N/A	$ 349.94
58	Loader, Wheel	Bucket Capacity	10 CY/To 530 HP	N/A	$ 374.94
59	Loader-Backhoe, Wheel	Bucket Capacity	0.5 CY/To 40 HP	Loader and Backhoe Bucket Included	$ 75.00
60	Loader-Backhoe, Wheel	Bucket Capacity	1 CY/To 95 HP	Loader and Backhoe Bucket Included	$ 80.00
61	Loader-Backhoe, Wheel	Bucket Capacity	1.5 CY/To 95 HP	Loader and Backhoe Bucket Included	$ 85.00
62	Loader-Backhoe, Wheel	Bucket Capacity	1.75 CY/To 115 HP	Loader and Backhoe Bucket Included	$ 110.00
63	Saw, Concrete	Blade Diameter	14 in/To 14 HP	N/A	$ 13.69
64	Saw, Concrete	Blade Diameter	26 in/To 35 HP	N/A	$ 31.19
65	Saw, Concrete	Blade Diameter	48 in/To 65 HP	N/A	$ 52.44
66	Sweeper, Pavement	N/A	To 110 HP	N/A	$ 103.69
67	Sweeper, Pavement	N/A	To 150 HP	N/A	$ 128.69
68	Sweeper, Pavement	N/A	To 200 HP	N/A	$ 159.94
69	Trailer, Dump	Capacity	20 CY	Does Not Include Prime Mover	$ 25.00
70	Trailer, Dump	Capacity	30 CY	N/A	$ 35.00
71	Trailer, Dump	Capacity	40 CY	Does Not Include Prime Mover	$ 42.00
72	Trailer, Equipment	Capacity	30 Tons	N/A	$ 35.00
73	Trailer, Equipment	Capacity	40 Tons	N/A	$ 43.00
74	Trailer, Equipment	Capacity	60 Tons	N/A	$ 52.00
75	Trailer, Equipment	Capacity	120 Tons	N/A	$ 90.00
76	Truck, Dump	Truck Capacity	8 CY/To 210 HP	N/A	$ 85.25
77	Truck, Dump	Truck Capacity	10 CY/To 235 HP	N/A	$ 118.06

78	Truck, Dump	Truck Capacity	12 CY/To 255 HP	N/A	$ 148.25
79	Truck, Dump	Truck Capacity	18 CY/To 330 HP	N/A	$ 157.43
80	Truck, Dump	Truck Capacity	28 CY/To 400 HP	N/A	$ 227.00
81	Truck, Dump	Truck Capacity	40 CY/To 460 HP	N/A	$ 288.68
82	Truck, Dump	Truck Capacity	50 CY/To 620 HP	N/A	$ 328.06
83	Truck, Flatbed	Max Gross Vehicle Weight	15,000 lbs/To 150 HP	N/A	$ 80.00
84	Truck, Flatbed	Max Gross Vehicle Weight	25,000 lbs/To 180 HP	N/A	$ 87.00
85	Truck, Flatbed	Max Gross Vehicle Weight	30,000 lbs/To 215 HP	N/A	$ 92.00
86	Truck, Flatbed	Max Gross Vehicle Weight	45,000 lbs/To 250 HP	N/A	$ 103.69
87	Truck, Flatbed	Max Gross Vehicle Weight	50,000 lbs/To 300 HP	N/A	$ 162.44
88	Truck, Flatbed	Max Gross Vehicle Weight	To 375 HP	N/A	$ 199.94
89	Truck, Flatbed	Max Gross Vehicle Weight	To 450 HP	N/A	$ 237.44
90	Truck, Knuckle Boom	N/A	N/A	Add Flatbed Truck to Truck Mounted Crane	$ 198.75
91	Truck, Pickup	N/A	To 130 HP	N/A	$ 20.00
92	Truck, Pickup	N/A	To 180 HP	N/A	$ 21.00
93	Truck, Pickup	N/A	To 230 HP	N/A	$ 29.38
94	Truck, Pickup	N/A	To 280 HP	N/A	$ 36.25
95	Truck, Tractor	N/A	To 210 HP	N/A	$ 80.00
96	Truck, Tractor	N/A	To 265 HP	N/A	$ 95.00
97	Truck, Tractor	N/A	To 310 HP	N/A	$ 105.00
98	Truck, Tractor	N/A	To 350 HP	N/A	$ 112.00
99	Tub Grinder	N/A	To 400 HP	N/A	$ 356.25
100	Tub Grinder	N/A	To 500 HP	N/A	$ 493.75
101	Tub Grinder	N/A	To 600 HP	N/A	$ 532.44
102	Tub Grinder	N/A	To 700 HP	N/A	$ 642.17

103	Tub Grinder	N/A	To 800 HP	N/A	$ 665.56
104	Tub Grinder	N/A	To 900 HP	N/A	$ 683.33
105	Tub Grinder	N/A	To 1,000 HP	N/A	$ 695.50

OTHER EQUIPMENT: Define other EQUIPMENT that may be required and the hourly rate to provide.

Number	Equipment	Specification	Capacity/Size/HP	Notes	Hourly Rate
106	Marine Debris Removal Land Based	CY		rate per CY	$ 78.00
107	Marine Debris Removal Water Based	CY		rate per CY	$ 138.00
108					$ -
109					$ -
110					$ -
111					$ -
112					$ -
113					$ -
114					$ -
115					$ -
116					$ -
117					$ -
118					$ -
119					$ -
120					$ -

EXHIBIT A
SECTION 3 – SCOPE OF SERVICES

City of Port Orange is located in Volusia County, Florida and has a population of 64,252 in 2018 by the U.S. Census Bureau. According to the United States Census Bureau, the city has a total area of 28.7 square miles (74.3 km2), of which 26.6 square miles (69.0 km2) is land and 2.0 square miles (5.3 km2) (7.09%) is water. City of Port Orange maintain 28 parks and facilities, 26 athletic fields, 18 tennis courts, 21 sets of restrooms, 10 playgrounds, 1 golf course, 6 boat ramps, 12 boardwalks / fishing piers, prepare fields for over 1,750 competitive games per year, and work 25 or more special events per year.

Background

The City of Port Orange (City) Public Works Department (PW) is seeking to establish one or more contracts for disaster debris removal, reduction, disposal and other emergency cleanup services following a disaster event. Due to the urgency and level of service required following a disaster event, the City seeks sealed bid proposals from qualified Contractors with sufficient experience in the specialized management of disaster response and subcontractors for the purpose of debris removal services during the preparation, response, recovery, and mitigation phases of potential emergency situations or disasters. Consequently, qualified Contractors must have the capacity and ability to rapidly mobilize and respond to potential wide-scale debris volumes typical of a hurricane in addition to localized small-scale volumes typical of a tornado.

Pre-Event Coordination Meeting

The successful Contractor(s) shall be required to attend an annual pre-hurricane season kickoff meeting with the City and its debris monitoring firm(s) at no cost to the City.

Description of Designated Areas

A. The designated area for debris removal is bounded by the City limits plus the Halifax River immediately adjacent to the City limits and includes public property and Right-of-Ways (ROW), City parks and City debris staging areas within the unincorporated areas of the City and may include private segments within the jurisdictional boundaries of the City. The City Debris Manager may also authorize the Contractor to perform debris removal on non-City roadways, waterways or other areas, as directed in writing by the City Debris Manager.

B. The City Debris Manager will authorize and approve which services the Contractor shall provide from the scope of services and which zones/areas must be prioritized.

C. All debris identified by the City Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the City is at the discretion of the City Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the City or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the City Debris Manager in writing.

D. Loose leaves and small debris in excess of one, bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.

E. Contractor shall deliver all disaster related debris to a City approved Debris Management Site (DMS) or City Designated Final Disposal Site that has been approved to receive storm-generated debris and adhere to all local, state and federal regulations.

F. The City will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the City, the City may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the City. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and the Florida Department of Environmental Protection (FDEP). All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use.

G. Contractor is responsible for maintaining the access road from the nearest publicly maintained roadway to each DMS location. The Contractor may bill the City for costs associated with the materials to include the hauling and placement needed to stabilize and maintain access road maintenance with the approval of the City Debris Manager. If additional material is acquired other than what is on site, Contractor is required to request approval from the City Debris Manager prior to purchase of said materials.

H. The City Designated Final Disposal Site is the Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32128. Additional City Designated Final Disposal Sites may be approved by the City in writing depending on the severity of the disaster and the amount of debris generated.

I. All City Designated Final Disposal Sites must be approved, in writing, by the City Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the City Debris Manager.

J. Payment for disposal costs such as tipping fees incurred by the Contractor at a City Designated Final Disposal Site that meet local, state and federal regulations for disposal will be reimbursed by the City as a pass-through cost. Prior to reimbursement by the City, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weigh tickets numbers with load ticket or haul out ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the City Designated Final Disposal Site.

K. Recycling of debris removed by the Contractor is strongly encouraged and will be coordinated with the City and authorized agencies. Recycling efforts will also be carried out under the current recycling programs existing at most landfills. The strength or weakness of the various landfills recycling programs will be a factor in choosing disposal locations. Common recyclable materials that are a result of a debris- generating event include wood waste, metals, and concrete. The City is to retain any income received for recycling of disaster debris. The Contractor will submit all recycling proceeds to the City prior to submitting the Final Invoice.

L. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any City public utilities works.

M. The City reserves the right to inspect DMS, verify quantities and reviewoperations at any time.

N. The City will not pay for removal and reduction of debris that has an incomplete load ticket. Only tickets that are one hundred percent (100%) complete will be paid by the City.

O. Contractor shall provide a truck dispatch list to designated debris monitoring firm project manager or designee by 9:00 PM Eastern Time prior to the nextworkday.

P. City reserves the right to prohibit the use of certain roads by Contractor vehicles to travel to a DMS, for example, thru a central business district.

Q. The City, at its sole discretion, may elect to perform work with in-house forces or additional contract forces to expedite debris removal.

R. The Contractor shall be responsible to repair or replace any damage to public or private property caused by the activities conducted in this scope of work.

Scope of Services

All debris removal and disposal management services shall be in accordance with all applicable federal and state laws, and environmental regulations. Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the City Debris Manager. Work shall also include the clearing and removing of any and all "Eligible" debris as most currently defined (at the time written Task Authorization orders are issued and executed by the City for the Contractor) by the Public Assistance grant program guidelines Federal Emergency Management Agency (FEMA) Publication FP-104-009-2 Public Assistance Program and Policy Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies, Federal Highway Administration (FHWA) Emergency Relief (ER) Program to and as directed by the City Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA or FHWA during the course of a debris removal project. The aforementioned definition of "Eligible" applies to all uses throughout this Scope of Services. Work will include examining debris to determine whether or not debris is Eligible; loading the debris; hauling debris to City approved DMS(s) or City Designated Final Disposal Site(s); reducing disaster related debris; hauling reduced debris to a City Designated Final Disposal Site; disposing of reduced debris at a City Designated Final Disposal Site and supporting documentation. Debris not defined as Eligible by FEMA Publication FP-104-009-2 or state or federal DSGs or policies will not be loaded, hauled dumped or reimbursed under this contract unless written instructions are given to the Contractor by the City Debris Manager.

It shall be the Contractor's responsibility to load, transport, reduce andproperly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Task Authorization orders, unless otherwise directed by the City Debris Manager, in writing. This includes, but is not limited to:

1. Emergency Road Clearance

At the request of the City, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from City designated roadways, to make them passable immediately following a declared disaster event. All roadways designated by the City Debris Manager shall be clear and passable within three (3) calendar days of the issuance of the Task Authorization from the City to conduct emergency roadway clearance work. The City may choose to extend the Contractor's three (3) calendar days limit through a written request. Clearance of these roadways will be performed as identified by the City Debris Manager. The Contractor shall assist the City and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting

and ending times, and zones/areas worked identified by road name with extents. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2. Eligible ROW Vegetative Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible disaster-related vegetative debris existing on the City ROW to a City approved DMS or a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, Eligible vegetative debris that is piled in immediate, proximity to the street and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
b. Removal of Eligible vegetative debris existing in the City will be performed as identified by the City Debris Manager.
c. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved DMS or a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
d. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
e. Entry onto private property for the removal of Eligible vegetative hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures.
f. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut at the ROW line and removed.
g. The Contractor must provide traffic control as conditions require or as directed by the City Debris Manager.

3. Collection of Eligible Vegetative Debris from Citizen Drop Off Site(s) and Consolidated Collection Point(s)

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible disaster-related vegetative debris from Citizen Drop Off Sites and additional consolidated collection points located throughout the City to a City approved DMS or a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Removal of Eligible vegetative debris from Citizen Drop Off Site(s) and Consolidated Collection Point(s) will be performed as identified by the City Debris Manager.
b. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved DMS or a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
c. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative. Contractor shall provide separate crews to collect Citizen Drop Off Site debris and another separate crew to collect Consolidated Collection Point debris, so that these debris types can be accurately reported for FEMA reimbursement.

4. Eligible ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible Construction and Demolition (C&D) debris existing on the City ROW to a City Designated Final Disposal Site in accordance with all federal, state and local rules and

regulations.

a. For the purposes of this contract, Eligible C&D debris that is piled in immediate proximity to the street and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
b. Removal of Eligible C&D debris existing in the City ROW will be performed as identified by the City Debris Manager.
c. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
d. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific ROE legal and operational procedures.
f. The Contractor must provide traffic control as conditions require or as directed by the City Debris Manager.

5. DMS(s) Management, Operations and Reduction Through Grinding

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate the DMS(s) for the acceptance, management, segregation, staging and reduction through grinding of Eligible disaster related debris. Grinding must be approved by the Debris Manager prior to commencement of reduction activities. The DMS(s) layout and ingress and egress plan must be approved by the Manager.

a. The management of the DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and FDEP. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
b. Contractor is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines.
c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), and debris program (ROW collection, private property debris removal, etc.).
d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
e. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
f. Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
g. Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).
h. Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
i. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF), as requested by the City. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost

reflected in this scope of services item 5. Depending on the volume of HHW per DMS location, the City may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.

j. Contractor is responsible for providing twenty-four (24) hour DMS(s) security.
k. Contractor will only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
l. Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP **(See Debris Site Tower Specifications)**.
m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.

6. DMS(s) Management, Operations and Reduction Through Air Curtain Incinerators

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through an Air Curtain Incinerator (ACI) of Eligible disaster related debris. ACI reduction must be approved by the City Debris Manager, FDEP and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the City Debris Manager.

a. The management of DMS(s) includes assistance in obtaining necessary local, state, and federal permits or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies which may include, but are not limited, to EPA and FDEP. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA, and FDEP guidelines.
c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), and debris program (ROW collection, private property debris removal, etc.).
d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
e. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
f. Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones, barriers and staff with traffic flags.
g. Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.
h. Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection that is approved by the City Debris Manager), fire breaks and a site foreman.
i. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted TSDF, as requested by the City. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services item 7. Depending on the volume of

HHW per DMS location, the City may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.

j. Contractor is responsible for providing twenty-four (24) -hour DMS(s) security and fire tender.
k. Contractor will only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
l. Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP **(See Debris Site Tower Specifications)**.
m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.
n. Weekly pile measurements shall be taken to confirm prior week burn estimates. The contractor shall maintain a log of the weekly pile measurements and the updated log shall be provided to the City Debris Manager within 24 hours of each pile measurement.

7. DMS(s) Management, Operations and Reduction Through Pile Burn Incineration

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through Pile Burn Incineration of Eligible disaster related debris. Pile Burn reduction must be approved by the City Debris Manager, Florida Division of Forestry and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the City Debris Manager.

a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies which may include, but are not limited, to EPA, FDEP, and the Florida Division of Forestry. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA, FDEP and the Florida Division of Forestry guidelines.
c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), and debris program (ROW collection, private property debris removal, etc.).
d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
e. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
f. Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones, barriers, and staff with traffic flags.
g. Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.
h. Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection that is approved by the City Debris Manager), fire breaks and a site foreman.
i. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined

containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted TSDF, as requested by the City. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services item 8. Depending on the volume of HHW per DMS location, the City may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.

j. Contractor is responsible for providing twenty-four (24) -hour DMS(s) security and fire tender.
k. Contractor will only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
l. Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP **(See Debris Site Tower Specifications)**.
m. Upon completion of haul-out activities or site application of the ash, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, etc., with the exception of ash that can be land applied with City Debris Manager approval, is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.
n. Weekly pile measurements shall be taken to confirm prior burn estimates. The contractor shall maintain a log of the weekly pile measurements and the updated log shall be provided to the City Debris Manager within 24 hours of each pile measurement.

8. Haul-Out of Reduced Debris to a City Designated Final Disposal Site

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced Eligible material such as ash, compacted C&D, mulch, etc., existing at a City approved DMS(s) to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the City for haul-out or load tickets related to reduced or un-reduced debris transported and disposed of at a non-City Designated Final Disposal Site. All debris residing in the City ROW and City provided DMS shall be the property of the City until final disposal at a permitted disposal site or recycling facility, unless otherwise negotiated by the City.

9. Removal of Eligible Hazardous Leaning Trees and Eligible Hanging Limbs

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all Eligible hazardous trees six (6) inches or greater in diameter, measured 4.5 feet from the base of the tree and Eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the City ROW. Debris generated from the removal of Eligible hazardous trees and Eligible hanging limbs two (2) inches or greater existing in the City ROW will be placed in the safest possible location on the City ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal."

Eligible hazardous leaning trees less than six (6) inches in diameter, measured 4.5 feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The City will not compensate the Contractor for cutting leaning trees less than six (6) inches in diameter on a unit rate basis. The collection of all Eligible hazardous leaning trees and Eligible

hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the City ROW, then Contractor must load the resulting debris as Eligible hazardous leaning tree or Eligible hazardous hanging limbs as they are removed.

a. Eligible hazardous trees will be identified by the City or its authorized representative for removal. Removal and placement of Eligible hazardous trees six (6) inches or greater in diameter existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Contractor, in writing, by the City Debris Manager or its authorized representative. For leaning or hazardous trees to be removed and Eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:

1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.
3. Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.
4. The tree has a split trunk that exposes heartwood.

b. Eligible hazardous hanging limbs will be identified by the City or its authorized representative for removal. Removal and placement of Eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the City Debris Manager or its authorized representative. For hanging limbs to be removed and Eligible for payment, the limb must satisfy all of the following requirements:

1. The limb is greater than two (2) inches in diameter.
2. The limb is still hanging in a tree and threatening a public-use area.
3. The limb is located on improved public property.

10. Removal of Eligible Hazardous Stumps

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove all Eligible hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree existing on the City ROW. Further, debris generated from the removal of uprooted stumps existing on the City ROW will be transported to a City approved DMS or a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and twenty-four (24) inches or less in diameter will be considered normal Eligible vegetative debris and removed in accordance with scope of services item.
The diameter of Eligible stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table and removed under the terms and conditions of scope of services item.

a. Eligible hazardous stumps will be identified by the City or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the City Debris Manager or its authorized representative. For hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:

1. Fifty percent (50%) or more of the root ball is exposed.

2. The stump is on City ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of unattached stumps will be based off the diameter conversion using the published FEMA stump conversion table. The City or its authorized representative will measure and certify all Eligible stumps prior to removal.

NOTE: Stump removal will be based on the most current version of the Public Assistance Program and Policy Guide (PAPPG) that is in effect at the time of the disaster.

11. Eligible Household Hazardous Waste Removal Transport and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of Eligible HHW from the ROW to a TSDF.

a. The removal, transportation and disposal of Eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
b. All HHW shall be managed as hazardous waste and disposed of at a permitted Hazardous Waste TSDF.

12. Eligible ROW White Goods Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of Eligible white goods from the ROW, removal of refrigerants, transportation to a City approved DMS, decontamination, and transportation to a City approved facility for recycling. The designated facility for recycling must be approved in writing by the City. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged. White goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling.

a. The removal, transportation and recycling of Eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

1. All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.

b. The Contractor shall recycle all Eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.
c. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a designated City approved DMS for refrigerant removal by the Contractor's qualified technicians.

13. Eligible E-Scrap Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and proper disposal of Eligible E-Scrap from the ROW to a City Designated E-scrap recycling facility. Eligible E-Scrap includes, but is not limited to, televisions, computers, computer monitors and microwaves in areas identified and approved by the City. The Contractor shall recycle or dispose of all Eligible E-Scrap Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

14. Eligible Dead Animal Carcasses

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a City Designated Final Disposal Site. Contractor shall coordinate activities with the Volusia County Animal Services Division and the Volusia County Health Department.

15. Other Debris Removal Work

a. Marine Debris Removal - The Contractor shall clear waterways of Eligible debris that is a direct result of a natural or manmade disaster as directed by the City, in writing. The first response work will focus on clearing blockages and other impediments to water flow. After water flow paths are restored, debris work will then consist of further clearing storm debris in the designated waterways (canals, streams, lakes, etc.). This will include the removal and disposal of trees, branches, brush, rubbish, etc., debris deposited in and adjacent to the waterway up to a maximum of eight (8) feet beyond the top of the bank down to and including items in the water and other items as may be designated by the City or its representative.
b. Sand Screening - The Contractor shall screen all sand to remove Eligible debris deposited as a result of a natural or manmade disaster as directed by the City, in writing. Sand screening shall include the collection of debris-laden sand, hauling to the processing screen, processing the sand through the screen and returning clean sand to the beach or designated site. Eligible debris removed from the sand shall be collected, hauled and processed at the DMS.
c. Removal of Sand, Silt, and Sediment from Storm Drains and Catch Basins- Following a flood event, the Contractor(s) may be tasked with removing sand, silt, sediment and debris that has been washed into storm drains and catch basins in order to restore drainage function.
d. Abandoned Vehicles and Vessels- The Contractor shall remove vehicles and vessels from City ROW and City property that have been abandoned and present a hazard or immediate threat that blocks ingress/egress in public use areas. The Contractor will stage the vehicles and vessels in accordance with local ordinances and State law to secure ownership.

e. Oil/Chemical Spill Cleanup- The Contractor shall provide the materials and labor required to contain and provide cleanup and recovery of eligible oil and/or chemical spills within the City. The Contractor will be responsible for the final disposition of all materials in accordance with all local, state and federal environmental regulations.

16. Eligible Demolition, Removal, Transport and Disposal of Non-RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Eligible Non- Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the City. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, Eligible debris generated from the demolition of Non-RACM

structures, as well as Eligible scattered C&D debris on private property, will be transported to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Scrap, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
b. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
c. Removal and transportation of Eligible Non-RACM demolished structures and Eligible scattered C&D debris on private property will be performed as directed in writing by the City Debris Manager.
d. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed in writing by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
f. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

17. Eligible Demolition, Removal, Transport and Disposal of RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Eligible RACM structures on private property within the jurisdictional limits of the City. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, Eligible debris generated from the demolition of structures, as well as Eligible scattered C&D debris on private property, will be transported to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
b. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
c. Removal and transportation of Eligible RACM demolished structures and Eligible scattered C&D debris on private property will be performed as directed in writing by the City Debris Manager.
d. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed in writing by the City or its authorized representative. The City will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
f. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

[Remainder of this page left intentionally blank]

EXHIBIT "2"

TASK AUTHORIZATION NO. Click here to enter text.
Contract for Services dated Click here to enter text.
Between the City of Port Orange, Florida and Ceres Environmental Services, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **CERES ENVIRONMENTAL SERVICES, INC.**, a Minnesota corporation with its principal place of business at 3825 85th Ave. N., Brooklyn Park, MN 55443 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Contract and Services dated as referenced above, and any amendments thereto, hereinafter collectively referred to as the "Agreement." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Agreement and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. The Public Works Department Head, _____, or their designee, Click here to enter text., if applicable, shall perform contract administration for this Task Authorization No. Click here to enter text., and may be reached at Click here to enter text..

3. In addition to all other terms and conditions contained in the Agreement, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."

4. Contractor shall complete the services to be provided herein within Click here to enter text. days of the date of written notice by the City to the Contractor.

5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed $ Click here to enter text.. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

6. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. __.

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

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

Witnesses:

_____

Printed Name:_____

_____

Printed Name:_____

CERES ENVIRONMENTAL SERVICES, INC.

By:_____

Printed Name:

Title:

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

Date:_____

Witnesses:

CITY OF PORT ORANGE

_____ By:_____

Printed Name:_____ _____, City Manager

_____ Date:_____

Printed Name:_____

Witnesses:

ATTEST:

_____ By:_____

Printed Name:_____ _____, City Clerk

_____ Date:_____

Printed Name:_____

EXHIBIT "3"

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

PAYMENT AND PERFORMANCE BOND

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Ceres Environmental Services, Inc.
Principal Business Address: 3825 85th Ave. N.
Brooklyn Park, MN 55443
Contact Person: _____
Phone Number: _____

SURETY: _____
Address: _____
_____
Contact Person: _____
Phone Number: _____

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

Amount: $_____ **City Case/Project No.** _____

Description of Work: _____

Project Location: _____
Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

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

[MTR/sal 2015-02-10]

_____

Name of Project

City Project No._____
Bond No._____

COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION

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

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____, entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

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

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

Attest:

CERES ENVIRONMENTAL SERVICES, INC.
(Principal)

_____
(As to Corporate Principal) Secretary

By:_____
Name/Title:_____

_____
(Witness to Principal)

(Corporate Seal)

_____
(Surety)

_____
(Witness to Surety)

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

(Corporate Seal)

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

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

[MTR/sal 2015-02-10]

EXHIBIT "4"

LEASED EMPLOYEE AFFIDAVIT

CONTRACT # CA7231

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company:_____

Workers' Compensation Carrier:_____

A.M. Best Rating of Carrier:_____

Inception Date of Leasing Arrangement:_____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer:_____

Title:_____ Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ____ online notarization, this _____ day of _____, 20__, by _____, as _____ of _____, a _____ corporation. He/She is ____ personally known or ____ produced _____as identification.

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

CITY OF PORT ORANGE
CONTRACT FOR SERVICES

This Contract for Services ("Contract" or "Agreement") is entered into this ____ day of _____, **2020**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **CROWDER-GULF JOINT VENTURE, INC.,** a Florida corporation, whose principal address is 5435 Business Parkway, Theodore, AL 36582 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. *Provision of Services*

(a) Contractor hereby agrees to provide services for disaster debris removal, reduction, disposal and other emergency cleanup services following a disaster event for the City, in accordance with all the Federal Emergency Management Agency (FEMA) regulations, federal standards, guidelines, operating policies and reimbursement procedures, as more specifically described in Invitation to Bid # 20-06 ("ITB 20-06"), Addendum 1, and Contractor's bid, all of which are made a part hereof by reference. Contractor also agrees to provide these Services consistent with the Contractor's Schedule of Unit Pricing and Scope of Services attached hereto as Exhibit "1." Complete copies of ITB 20-06, Addendum 1 and Contractor's bid are available in the Office of the City Clerk.

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

Term: The term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue for five (5) years, with one (1) additional five (5) year renewal, upon mutual agreement of the parties (the "Term"). The City Manager shall be authorized to renew this contract.

Manner and Place: As outlined in ITB 20-06, in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written purchase order or task authorization, signed by an authorized agent of the City of Port Orange.

Time and Essence: Contractor acknowledges that time is of the essence for the performance of the Task Authorization, Notice to Proceed or Purchase Order issued hereunder.

2. Authorization for Services: This Contract standing alone does not authorize the performance of any work or services to be provided by the Contractor or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of a written Task Authorization(s) issued and executed by an authorized agent of the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "2." Contractor agrees to return an executed copy of the Task Authorization and a bond via facsimile or e-mail within 36 hours of City's delivery. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

3. *City Obligations*. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1." The total cost will be established by a Task Authorization issued pursuant to this Contract as referenced in Section 2. Contractor shall not exceed the amount of the Task Authorization. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

4. *Contract Documents*. The following forms are attached as Exhibit "3," and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by the Contractor under this Contract:

(a) Front Page for Bond (F.S. § 255.05)

(b) Combination Payment and Performance Bond (F.S. § 255.05)

5. *Contract Administration*. The Public Works Director, Lynn Stevens, shall perform contract administration of this Contract. The City may change the contract administrator, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

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

7. *Termination for Convenience of the City*

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

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

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

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

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

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

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

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 24 of this contract concerning disputes.

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

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

10. *Examination of Records*

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

(b) The Contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any

duly authorized representative shall, until the expiration of five (5) years after closeout of the FEMA grant under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

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

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

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

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

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

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

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

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

12. *Termination for Non-Appropriation of Funds*

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

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

13. *Insurance*. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit (Exhibit "4"). Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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

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

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

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

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

Standard Insurance Requirements

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

☐	Property Insurance Builders Risk. Additional Coverage:	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - $ To be determined.	
☒	Contractor Pollution Liability	Limits: Coverage - $1,000,000	
☐	Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☒	Payment and Performance Bond Required	Limits: Coverage - Equal to 100% of the amount established by a Task Authorization issued pursuant to the Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $25,000.00.**		
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods under $25,000.00.**		

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

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

16. *Modifications or Changes to this Contract*

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

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

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

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

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

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

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

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

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

21. *Inspection*

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within

the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

22. *Liability for Loss or Damage*.

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

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

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

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

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

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

24. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision

by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, MMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

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

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

27. *Additional Provisions*. This Contract includes all additional provisions as may have been outlined in ITB 20-06 and written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work. In the event of a conflict between any attachments or exhibits to this Contract, and this Contract, the language of this Contract shall control.

28 *Compliance with Other Federal Standards.*

(a) Compliance with Federal Laws, Regulations and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the agreement. The Contractor will comply with all applicable federal laws, regulations, and Executive Orders, including FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with FEMA.

(b) Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this agreement.

(c) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). All contractors entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(d) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(e) Utilization of Minority and Women Firms (M/WBE): The Contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when

possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the Contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the Contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the Contractor has established delivery schedules, where permitted, to encourage such businesses to respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal.

(f) Equal Employment Opportunity:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's

commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vi) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(vii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract

modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

(g) Davis-Bacon Act: If applicable to this contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This contract was conditioned upon the acceptance of the Department of Labor Wage Determination.

(h) Copeland Anti Kick Back Act:

(i) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3, if applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(i) Contract Work Hours and Safety Standards Act:

(i) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (i) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such

territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this section.

(iii) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this section.

(iv) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (i) through (iv) of this section.

(j) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(k) Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), ‘‘Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts. The Contractor shall certify compliance.

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractor agrees to comply with this provision. Contractor shall file the required certification.

(m) Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of ''funding agreement'' under 37 CFR § 401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the Contractor must comply with the requirements of 37 CFR Part 401,''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency.

(n) Procurement of Recovered Materials: Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(i) competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) meeting contract performance requirements; or

(iii) at a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(o) Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(p) Record Retention: Contractor will retain all required records pertinent to this contract for

a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in this Agreement.

(q) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

(r) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(s) DHS Seal, LOGO, and Flags: The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

(t) No Obligation by Federal Government

The Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

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

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

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

Copy to:
City of Port Orange
Attention: Lynn Stevens, Public Works Director
1395 Dunlawton Avenue
Port Orange, Florida 32129
(386) 506-5575

Contractor:
Crowder-Gulf Joint Venture, Inc.
Attention: John Ramsay, President & CEO
5629 Commerce Blvd. East
Mobile, AL 36619
(800) 992-6207

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

and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

31. *Contract Construction*

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

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

[Remainder of this page intentionally left blank]

Witnesses:

CROWDER-GULF JOINT VENTURE, INC.

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

Date:_____

_____
Printed Name:_____

_____
Printed Name:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ____ online notarization, this _____ day of _____, 2020, by _____, as _____ _____ of Crowder-Gulf Joint Venture, Inc., a Florida corporation. He/she is ____ personally known or ____ produced _____as identification.

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

Witnesses:

CITY OF PORT ORANGE

_____ By:_____

Printed Name:_____ Donald O. Burnette, Mayor

_____ Date:_____

Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ___ physical presence or ____ online notarization, this _____ day of _____, 2020, by Donald O. Burnette, as Mayor the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ____ personally known or ____ produced _____as identification.

_____

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

Witnesses:

ATTEST:

_____

Printed Name:_____ By:_____

Robin L. Fenwick, MMC, City Clerk

_____

Printed Name:_____ Date:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ___ physical presence or ____ online notarization, this _____ day of _____, 2020, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ____ personally known or ____ produced _____as identification.

_____

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

EXHIBIT "1"

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING
BID FORM
CITY OF PORT ORANGE
ITB #20-06

Disaster Debris Removal and Disposal Services FEMA

Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission

Instruction to save Attachment from DemandStar website:
Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells electronically.
The additional rates requested will be ordered at the unit prices provided should they be needed by the City below. They will not be a factor in the evaluation cost.

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

NAME OF BUSINESS:	CrowderGulf Joint Venture, Inc.
CONTACT PERSON:	John Ramsay, President & CEO
EMAIL ADDRESS: jramsay@crowdergulf.com	jramsay@crowdergulf.com
AUTHORIZED SIGNATURE:	

Proposal Pricing

SCHEDULE A: SCHEDULE OF ITEMS

Items will be used for evaluation purposes only. Quantities are not guaranteed and are used for evaluation purposes only. Prices shall be all-inclusive of requirements as defined in the scope of work. All labor rates are to be fully burdened to include all taxes, benefits, handling charges, overhead and profits.

Category	Description of Services	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
Management and Reduction	Debris Management Site Management: Preparation, management and segregating at debris management site	300,000	Cubic Yard	$ 2.25	$ 675,000.00
	Above Grade - Air Curtain Burning: Vegetative Debris	150,000	Cubic Yard	$ 1.90	$ 285,000.00
	Portable - Air Curtain Burning: Vegetative Debris	150,000	Cubic Yard	$ 2.00	$ 300,000.00
	Grinding: Grinding/Chipping Vegetative Debris NOTE: Valid for C&D Compaction	600,000	Cubic Yard	$ 2.75	$ 1,650,000.00
				TOTAL MANAGEMENT AND REDUCTION:	$ 2,910,000.00
Vegetative Collect and Haul	Load and Haul Vegetative Debris from ROW to a DMS - (Mileage is based on a one-way haul distance)				
	0-30 Miles	300,000	Cubic Yard	$ 7.40	$ 2,220,000.00
C & D Collect and Haul	Load and Haul C&D Debris from ROW to a DMS - (Mileage is based on a one-way haul distance)				
	0-30 Miles	300,000	Cubic Yard	$ 7.40	$ 2,220,000.00
Mixed Debris Collect and Haul	Load and Haul Mixed Debris from ROW to a DMS - Mixed debris consists of personal property items such as furniture, carpet, mattresses, etc. (Mileage is based on a one-way haul distance)				
	0-30 Miles	300,000	Cubic Yard	$ 7.40	$ 2,220,000.00
White Goods Collect and Haul	Removal of Eligible Non-refrigerant White Goods - Work consists of load and haul eligible non-refrigerant white goods from ROW to DMS	500	Each	$ 35.00	$ 17,500.00
	Removal of Eligible Refrigerant White Goods - Work consists of load and haul eligible refrigerant white goods from ROW to DMS. Contractor shall be responsible for the proper removal and disposal of refrigerants as required by law	500	Each	$ 60.00	$ 30,000.00
				TOTAL WHITE GOODS COLLECT AND HAUL:	$ 47,500.00
Tree Operations	Removal of Hazardous Trees - Work consists of removing eligible hazardus trees and placing them at the nearest and safest location on the City ROW for collection as normal vegetative debris. (Measurements are the diameter of the tree up 54" from ground level)				
	6.0 inch - 12.9 inch diameter	100	Per Tree	$ 70.00	$ 7,000.00
	13.0 inch - 24.9 inch diameter	100	Per Tree	$ 118.00	$ 11,800.00
	25.0 inch - 36.9 inch diameter	100	Per Tree	$ 170.00	$ 17,000.00
	37.0 inch - 48.9 inch diameter	100	Per Tree	$ 245.00	$ 24,500.00
	49 inch and greater diameter	100	Per Tree	$ 290.00	$ 29,000.00
	Removal of Hazardous Limbs - Work consists of removing eligible hazardus limbs and placing them at the nearest and safest location on the County ROW for collection as normal vegetative debris. (Measurements are the diameter of the tree up 54" from ground level)				
	Hazardus Limbs are 2" inches and greater in diameter at point of break.	100	Per Tree	$ 105.00	$ 10,500.00
				TOTAL TREE OPERATIONS:	$ 99,800.00
Final Disposition - Reduced Debris; Collect and Haul	Haul-out of Reduced Eligible DMS Debris to City Designated Final Disposal - work consists of loading and transporting reduced eligible disaster debris to a City approved final disposal site. (Mileage is based on one-way haul distance) NOTE: Based on debris from contractor operated DMS.				
	0-30.0 MILES	600,000	Cubic Yard	$ 1.50	$ 900,000.00
	30.1-60.0 Miles	600,000	Cubic Yard	$ 2.00	$ 1,200,000.00
	60.1-90.0 Miles	200,000	Cubic Yard	$ 3.40	$ 680,000.00
	90.1-120.0 Miles	100,000	Cubic Yard	$ 4.65	$ 465,000.00
	120.1-150.0 Miles	100,000	Cubic Yard	$ 7.00	$ 700,000.00

	150.1 Miles or Greater	100,000	Cubic Yard	$ 8.50	$ 850,000.00
				TOTAL FINAL DISPOSTION- REDUCED DEBRIS; COLLECT AND HAUL:	$ 4,795,000.00
Final Disposition - Unreduced Debris; Collect and Haul	Haul-out of Unreduced Eligible DMS Debris to City Designated Final Disposal - work consists of loading and transporting unreduced eligible disaster debris from a public property or ROW to a City approved final disposal site. (Mileage is based on one-way haul distance)				
	0-30.0 MILES	500,000	Cubic Yard	$ 9.00	$ 4,500,000.00
	30.1-60.0 Miles	500,000	Cubic Yard	$ 9.25	$ 4,625,000.00
	60.1-90.0 Miles	300,000	Cubic Yard	$ 9.50	$ 2,850,000.00
	90.1-120.0 Miles	200,000	Cubic Yard	$ 9.75	$ 1,950,000.00
	120.1-150.0 Miles	100,000	Cubic Yard	$ 10.00	$ 1,000,000.00
	150.1 Miles or Greater	100,000	Cubic Yard	$ 11.50	$ 1,150,000.00
				TOTAL FINAL DISPOSTION- UNREDUCED DEBRIS; COLLECT AND HAUL:	$ 16,075,000.00

LABOR RATES: All labor rates are to be fully burdened to include all taxes, benefits, handling charges, overhead and profits; per diem and fuel is to be included in hourly labor rates.

Category	Labor Category	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
Project Management	Project Manager with truck and cell phone	N/A	HOUR	$ 110.00	N/A
	Field Supervisor with truck and cell phone	N/A	HOUR	$ 85.00	N/A
	Administrative Assistant	N/A	HOUR	$ 40.00	N/A
	Clerical Worker	N/A	HOUR	$ 38.00	N/A
				PROJECT MANAGEMENT TOTAL:	$ 273.00
Work Crews	Heavy Equipment Operator	N/A	HOUR	$ 46.00	N/A
	Tool Operator (Chainsaw)	N/A	HOUR	$ 42.00	N/A
	Traffic Controller (Flagman)	N/A	HOUR	$ 40.00	N/A
	Laborer with Small Tools	N/A	HOUR	$ 40.00	N/A
	Hazardous Materials Worker with Gear	N/A	HOUR	$ 85.00	N/A
	Mechanic with Truck and Tools	N/A	HOUR	$ 125.00	N/A
	Tree Climber with Chainsaw and Gear	N/A	HOUR	$ 120.00	N/A
				WORK CREWS TOTAL:	$ 498.00

SUMMARY OF SCHEDULE A: COST PROPOSAL FEES

Category	Total Price
Management and Reduction	$ 2,910,000.00
Vegetative Collect and Haul	$ 2,220,000.00
C & D Collect and Haul	$ 2,220,000.00
Mixed Debris Collect and Haul	$ 2,220,000.00
White Goods Collect and Haul	$ 47,500.00
Tree Operations	$ 99,800.00
Final Disposition - Reduced Debris; Collect and Haul	$ 4,795,000.00
Final Disposition - Unreduced Debris; Collect and Haul	$ 16,075,000.00
Project Management	$ 273.00
Work Crews	$ 498.00
SCHEDULE A TOTAL:	$ 30,588,071.00

SCHEDULE B: SCHEDULE OF ADDITIONAL CONTRACT ITEMS

Additional Contract Items will be used for evaluation purposes only. Items are contract items and will be ordered at the unit prices provided should they be needed by the City.

Category	Labor Category	Unit of Measure	Unit Price
	Load, Haul and Dispose of Household Hazardous Waste	Pound	$ 6.95

Specialty Removal	Electronic Waste - Removal of Electronic Debris that contains hazardous materials; includes computer monitors and televisions.	Pound	$ 7.50
	Biowaste - Removal of waste capable of causing infection to humans (animal waste, human blood, pathological waste)	Pound	$ 8.95
	Putrescent Removal - Removal of debris that will decompose or rot (animals and organic fleshy matter)	Pound	$ 3.95
	Load, Haul and Dispose of Animal Carcasses	Each	$ 150.00
Canal and Waterway Debris Removal	Width 0-4 feet	Cubic Yard	$ 40.00
	Width 4.1-8 feet	Cubic Yard	$ 48.00
	Width 8.1-12 feet	Cubic Yard	$ 48.00
	Width 12.1-16 feet	Cubic Yard	$ 48.00
	Width 16.1-20 feet	Cubic Yard	$ 90.00
	Width 20.1 feet or greater	Cubic Yard	$ 90.00
Sand Collection and Screening	Screen/Sift Sand, Soil and Mud	Cubic Yard	$ 16.90
	Load and Haul Sand, Soil and Mud	Cubic Yard	$ 24.00
Removal and Storage of Vehicles and Vessels	Removal of Eligible Abandoned Vehicle of Vessel to City approved Staging Area		
	Vehicle Removal	Each	$ 150.00
	Vessel Removal (Land)	Linear Foot	$ 65.00
	Vessel Removal (Marine)	Linear Foot	$ 125.00
Hazardous Tree Bracing	6.0 inch - 24.0 inch diameter	Each	$ 150.00
	24.1 inch - 36.0 inch diameter	Each	$ 250.00
	Greater than 36.0 inch diameter	Each	$ 350.00
Hazardous Stump Removal	Work consists of removing eligible hazardous stumps, backfilling and compacting the stump hole, and transporting the stump to an approved City DMS or final disposal location. Measurement is the diameter of the stump 24 inches above the ground.		
	24 -36 inches diameter	Each	$ 200.00
	36.1-48 inches diameter	Each	$ 300.00
	48.1-72 inches diameter	Each	$ 400.00
	Greater than 72 inches diameter	Each	$ 500.00
OTHER: Define other workers that may be required and the hourly rate to provide	Marine Based Debris Removal (Per Addendum)	Cubic Yard	$ 125.00
	NOTE: Tipping / disposal fees for all line items will be a pass through to Client.	Hour	$ -
		Hour	$ -
		Hour	$ -
		Hour	$ -
		Hour	$ -
		Hour	$ -
		Hour	$ -
		Hour	$ -
		Hour	$ -
Work Crew Category: (Typical Crew Makeup for "First Push" Operations)	Wheel Loader with Operator, 2.5cy, Foreman with Support Vehicle and Small Equipment, Laborer with Chainsaw and two (2) Laborers with Small Tools	Hour for Complete Work Crew	$ 305.00

EQUIPMENT RATE SCHEDULE

Number	Equipment	Specification	Capacity/Size/HP	Notes	Hourly Rate
1	Aerial Lift, Self Propelled	Max Platform HT	37 ft/15 HP	Articulated, Telescoping, Scissor	$ 27.50
2	Aerial Lift, Self Propelled	Max Platform HT	60 ft/To 30 HP	Articulated, Telescoping, Scissor	$ 34.50
3	Aerial Lift, Self Propelled	Max Platform HT	70 ft/To 50 HP	Articulated, Telescoping, Scissor	$ 44.00

4	Aerial Lift, Self Propelled	Max Platform HT	125 ft/To 85 HP	Articulated, Telescoping, Scissor	$ 82.50
5	Aerial Lift, Self Propelled	Max Platform HT	150 ft/To 130 HP	Articulated, Telescoping, Scissor	$ 112.50
6	Aerial Lift, Truck Mounted	Max Platform HT	25 ft	Articulated, Telescoping, Scissor	$ 27.00
7	Aerial Lift, Truck Mounted	Max Platform HT	50 ft	Articulated, Telescoping, Scissor	$ 51.75
8	Aerial Lift, Truck Mounted	Max Platform HT	75 ft	Articulated, Telescoping, Scissor	$ 70.75
9	Aerial Lift, Truck Mounted	Max Platform HT	100 ft	Articulated, Telescoping, Scissor	$ 137.50
10	Breaker, Hand-Held Pavement	N/A	N/A	N/A	$ 10.00
11	Breaker, Pavement	N/A	N/A	N/A	$ 35.00
12	Breaker, Pavement	N/A	N/A	N/A	$ 40.00
13	Breaker, Pavement	N/A	N/A	N/A	$ 50.00
14	Breaker, Pavement	N/A	N/A	N/A	$ 40.00
15	Bucket, Clamshell	Capacity	1.0 CY	N/A	$ 20.00
16	Bucket, Clamshell	Capacity	2.5 CY	N/A	$ 30.00
17	Bucket, Clamshell	Capacity	5.0 CY	N/A	$ 40.00
18	Bucket, Clamshell	Capacity	7.5 CY	N/A	$ 60.00
19	Chainsaw	Bar Length	16 in	N/A	$ 10.00
20	Chainsaw	Bar Length	25 in	N/A	$ 12.00
21	Chainsaw Pole	Bar Size	18 in	N/A	$ 10.00
22	Chipper, Brush	Chipping Capacity	6 in/To 35 HP	Trailer Mounted	$ 50.00
23	Chipper, Brush	Chipping Capacity	12 in/To 65 HP	Trailer Mounted	$ 75.00
24	Chipper, Brush	Chipping Capacity	16 in/To 100 HP	Trailer Mounted	$ 125.00
25	Chipper, Brush	Chipping Capacity	18 in/To 125 HP	Trailer Mounted	$ 150.00
26	Chipper, Brush	Chipping Capacity	18 in/To 200 HP	Trailer Mounted	$ 300.00
27	Chipper, Brush	Chipping Capacity	19 in/To 300 HP	Trailer Mounted	$ 350.00
28	Chipper, Brush	Chipping Capacity	20 in/To 450 HP	Trailer Mounted	$ 450.00
29	Chipper, Brush	Chipping Capacity	21 in/To 650 HP	Trailer Mounted	$ 500.00
30	Crane	Max Lift Cap	8 MT/To 80 HP	N/A	$ 125.00
31	Crane	Max Lift Cap	15 MT/To 150 HP	N/A	$ 150.00
32	Crane	Max Lift Cap	27 MT/To 200 HP	N/A	$ 160.00
33	Crane	Max Lift Cap	45 MT/To 300 HP	N/A	$ 225.00
34	Crane	Max Lift Cap	70 MT/To 350 HP	N/A	$ 275.00
35	Crane	Max Lift Cap	110 MT/To 450 HP	N/A	$ 350.00
36	Crane, Truck Mounted	Max Lift Cap	17,600 lbs	N/A	$ 70.00
37	Crane, Truck Mounted	Max Lift Cap	33,000 lbs	N/A	$ 90.00
38	Crane, Truck Mounted	Max Lift Cap	60,000 lbs	N/A	$ 110.00
39	Crane, Truck Mounted	Max Lift Cap	120,000 lbs	N/A	$ 200.00
40	Fork Lift	Capacity	6,000 lbs/To 60 HP	N/A	$ 50.00
41	Fork Lift	Capacity	12,000 lbs/To 90 HP	N/A	$ 60.00
42	Fork Lift	Capacity	18,000 lbs/To 140 HP	N/A	$ 65.00
43	Fork Lift	Capacity	50,000 lbs/To 215 HP	N/A	$ 70.00
44	Loader, Skid-Steer	Operating Capacity	1,000 lbs/To 35 HP	N/A	$ 50.00
45	Loader, Skid-Steer	Operating Capacity	2,000 lbs/To 65 HP	N/A	$ 60.00
46	Loader, Skid-Steer	Operating Capacity	3,000 lbs/To 85 HP	N/A	$ 80.00

47	Loader, Skid-Steer	Operating Capacity	4,000 lbs/To 94 HP	N/A	$ 95.00
48	Loader, Wheel	Bucket Capacity	0.5 CY/To 38 HP	N/A	$ 110.00
49	Loader, Wheel	Bucket Capacity	1 CY/To 60 HP	N/A	$ 125.00
50	Loader, Wheel	Bucket Capacity	2 CY/To 105 HP	N/A	$ 135.00
51	Loader, Wheel	Bucket Capacity	3 CY/To 152 HP	N/A	$ 145.00
52	Loader, Wheel	Bucket Capacity	4 CY/To 200 HP	N/A	$ 155.00
53	Loader, Wheel	Bucket Capacity	5 CY/To 250 HP	N/A	$ 165.00
54	Loader, Wheel	Bucket Capacity	6 CY/To 305 HP	N/A	$ 175.00
55	Loader, Wheel	Bucket Capacity	7 CY/To 360 HP	N/A	$ 185.00
56	Loader, Wheel	Bucket Capacity	8 CY/To 415 HP	N/A	$ 195.00
57	Loader, Wheel	Bucket Capacity	9 CY/To 470 HP	N/A	$ 215.00
58	Loader, Wheel	Bucket Capacity	10 CY/To 530 HP	N/A	$ 225.00
59	Loader-Backhoe, Wheel	Bucket Capacity	0.5 CY/To 40 HP	Loader and Backhoe Bucket Included	$ 50.00
60	Loader-Backhoe, Wheel	Bucket Capacity	1 CY/To 95 HP	Loader and Backhoe Bucket Included	$ 60.00
61	Loader-Backhoe, Wheel	Bucket Capacity	1.5 CY/To 95 HP	Loader and Backhoe Bucket Included	$ 75.00
62	Loader-Backhoe, Wheel	Bucket Capacity	1.75 CY/To 115 HP	Loader and Backhoe Bucket Included	$ 80.00
63	Saw, Concrete	Blade Diameter	14 in/To 14 HP	N/A	$ 25.00
64	Saw, Concrete	Blade Diameter	26 in/To 35 HP	N/A	$ 30.00
65	Saw, Concrete	Blade Diameter	48 in/To 65 HP	N/A	$ 35.00
66	Sweeper, Pavement	N/A	To 110 HP	N/A	$ 45.00
67	Sweeper, Pavement	N/A	To 150 HP	N/A	$ 50.00
68	Sweeper, Pavement	N/A	To 200 HP	N/A	$ 75.00
69	Trailer, Dump	Capacity	20 CY	Does Not Include Prime Mover	$ 40.00
70	Trailer, Dump	Capacity	30 CY	N/A	$ 55.00
71	Trailer, Dump	Capacity	40 CY	Does Not Include Prime Mover	$ 60.00
72	Trailer, Equipment	Capacity	30 Tons	N/A	$ 115.00
73	Trailer, Equipment	Capacity	40 Tons	N/A	$ 130.00
74	Trailer, Equipment	Capacity	60 Tons	N/A	$ 150.00
75	Trailer, Equipment	Capacity	120 Tons	N/A	$ 200.00
76	Truck, Dump	Truck Capacity	8 CY/To 210 HP	N/A	$ 65.00
77	Truck, Dump	Truck Capacity	10 CY/To 235 HP	N/A	$ 75.00
78	Truck, Dump	Truck Capacity	12 CY/To 255 HP	N/A	$ 85.00
79	Truck, Dump	Truck Capacity	18 CY/To 330 HP	N/A	$ 105.00
80	Truck, Dump	Truck Capacity	28 CY/To 400 HP	N/A	$ 120.00
81	Truck, Dump	Truck Capacity	40 CY/To 460 HP	N/A	$ 125.00
82	Truck, Dump	Truck Capacity	50 CY/To 620 HP	N/A	$ 130.00
83	Truck, Flatbed	Max Gross Vehicle Weight	15,000 lbs/To 150 HP	N/A	$ 30.00
84	Truck, Flatbed	Max Gross Vehicle Weight	25,000 lbs/To 180 HP	N/A	$ 40.00
85	Truck, Flatbed	Max Gross Vehicle Weight	30,000 lbs/To 215 HP	N/A	$ 45.00
86	Truck, Flatbed	Max Gross Vehicle Weight	45,000 lbs/To 250 HP	N/A	$ 50.00
87	Truck, Flatbed	Max Gross Vehicle Weight	50,000 lbs/To 300 HP	N/A	$ 60.00
88	Truck, Flatbed	Max Gross Vehicle Weight	To 375 HP	N/A	$ 70.00

89	Truck, Flatbed	Max Gross Vehicle Weight	To 450 HP	N/A	$ 80.00
90	Truck, Knuckle Boom	N/A	N/A	Add Flatbed Truck to Truck Mounted Crane	$ 110.00
91	Truck, Pickup	N/A	To 130 HP	N/A	$ 15.00
92	Truck, Pickup	N/A	To 180 HP	N/A	$ 18.00
93	Truck, Pickup	N/A	To 230 HP	N/A	$ 20.00
94	Truck, Pickup	N/A	To 280 HP	N/A	$ 25.00
95	Truck, Tractor	N/A	To 210 HP	N/A	$ 40.00
96	Truck, Tractor	N/A	To 265 HP	N/A	$ 50.00
97	Truck, Tractor	N/A	To 310 HP	N/A	$ 55.00
98	Truck, Tractor	N/A	To 350 HP	N/A	$ 65.00
99	Tub Grinder	N/A	To 400 HP	N/A	$ 325.00
100	Tub Grinder	N/A	To 500 HP	N/A	$ 370.00
101	Tub Grinder	N/A	To 600 HP	N/A	$ 425.00
102	Tub Grinder	N/A	To 700 HP	N/A	$ 450.00
103	Tub Grinder	N/A	To 800 HP	N/A	$ 525.00
104	Tub Grinder	N/A	To 900 HP	N/A	$ 600.00
105	Tub Grinder	N/A	To 1,000 HP	N/A	$ 650.00

OTHER EQUIPMENT: Define other EQUIPMENT that may be required and the hourly rate to provide.

Number	Equipment	Specification	Capacity/Size/HP	Notes	Hourly Rate
106					$ -
107					$ -
108					$ -
109					$ -
110					$ -
111					$ -
112					$ -
113					$ -
114					$ -
115					$ -
116					$ -
117					$ -
118					$ -
119					$ -
120					$ -

EXHIBIT A
SECTION 3 – SCOPE OF SERVICES

City of Port Orange is located in Volusia County, Florida and has a population of 64,252 in 2018 by the U.S. Census Bureau. According to the United States Census Bureau, the city has a total area of 28.7 square miles (74.3 km2), of which 26.6 square miles (69.0 km2) is land and 2.0 square miles (5.3 km2) (7.09%) is water. City of Port Orange maintain 28 parks and facilities, 26 athletic fields, 18 tennis courts, 21 sets of restrooms, 10 playgrounds, 1 golf course, 6 boat ramps, 12 boardwalks / fishing piers, prepare fields for over 1,750 competitive games per year, and work 25 or more special events per year.

Background

The City of Port Orange (City) Public Works Department (PW) is seeking to establish one or more contracts for disaster debris removal, reduction, disposal and other emergency cleanup services following a disaster event. Due to the urgency and level of service required following a disaster event, the City seeks sealed bid proposals from qualified Contractors with sufficient experience in the specialized management of disaster response and subcontractors for the purpose of debris removal services during the preparation, response, recovery, and mitigation phases of potential emergency situations or disasters. Consequently, qualified Contractors must have the capacity and ability to rapidly mobilize and respond to potential wide-scale debris volumes typical of a hurricane in addition to localized small-scale volumes typical of a tornado.

Pre-Event Coordination Meeting

The successful Contractor(s) shall be required to attend an annual pre-hurricane season kickoff meeting with the City and its debris monitoring firm(s) at no cost to the City.

Description of Designated Areas

A. The designated area for debris removal is bounded by the City limits plus the Halifax River immediately adjacent to the City limits and includes public property and Right-of-Ways (ROW), City parks and City debris staging areas within the unincorporated areas of the City and may include private segments within the jurisdictional boundaries of the City. The City Debris Manager may also authorize the Contractor to perform debris removal on non-City roadways, waterways or other areas, as directed in writing by the City Debris Manager.

B. The City Debris Manager will authorize and approve which services the Contractor shall provide from the scope of services and which zones/areas must be prioritized.

C. All debris identified by the City Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the City is at the discretion of the City Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the City or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the City Debris Manager in writing.

D. Loose leaves and small debris in excess of one, bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.

E. Contractor shall deliver all disaster related debris to a City approved Debris Management Site (DMS) or City Designated Final Disposal Site that has been approved to receive storm-generated debris and adhere to all local, state and federal regulations.

F. The City will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the City, the City may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the City. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and the Florida Department of Environmental Protection (FDEP). All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use.

G. Contractor is responsible for maintaining the access road from the nearest publicly maintained roadway to each DMS location. The Contractor may bill the City for costs associated with the materials to include the hauling and placement needed to stabilize and maintain access road maintenance with the approval of the City Debris Manager. If additional material is acquired other than what is on site, Contractor is required to request approval from the City Debris Manager prior to purchase of said materials.

H. The City Designated Final Disposal Site is the Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32128. Additional City Designated Final Disposal Sites may be approved by the City in writing depending on the severity of the disaster and the amount of debris generated.

I. All City Designated Final Disposal Sites must be approved, in writing, by the City Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the City Debris Manager.

J. Payment for disposal costs such as tipping fees incurred by the Contractor at a City Designated Final Disposal Site that meet local, state and federal regulations for disposal will be reimbursed by the City as a pass-through cost. Prior to reimbursement by the City, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weigh tickets numbers with load ticket or haul out ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the City Designated Final Disposal Site.

K. Recycling of debris removed by the Contractor is strongly encouraged and will be coordinated with the City and authorized agencies. Recycling efforts will also be carried out under the current recycling programs existing at most landfills. The strength or weakness of the various landfills recycling programs will be a factor in choosing disposal locations. Common recyclable materials that are a result of a debris- generating event include wood waste, metals, and concrete. The City is to retain any income received for recycling of disaster debris. The Contractor will submit all recycling proceeds to the City prior to submitting the Final Invoice.

L. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any City public utilities works.

M. The City reserves the right to inspect DMS, verify quantities and reviewoperations at any time.

N. The City will not pay for removal and reduction of debris that has an incomplete load ticket. Only tickets that are one hundred percent (100%) complete will be paid by the City.

O. Contractor shall provide a truck dispatch list to designated debris monitoring firm project manager or designee by 9:00 PM Eastern Time prior to the nextworkday.

P. City reserves the right to prohibit the use of certain roads by Contractor vehicles to travel to a DMS, for example, thru a central business district.

Q. The City, at its sole discretion, may elect to perform work with in-house forces or additional contract forces to expedite debris removal.

R. The Contractor shall be responsible to repair or replace any damage to public or private property caused by the activities conducted in this scope of work.

Scope of Services

All debris removal and disposal management services shall be in accordance with all applicable federal and state laws, and environmental regulations. Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the City Debris Manager. Work shall also include the clearing and removing of any and all "Eligible" debris as most currently defined (at the time written Task Authorization orders are issued and executed by the City for the Contractor) by the Public Assistance grant program guidelines Federal Emergency Management Agency (FEMA) Publication FP-104-009-2 Public Assistance Program and Policy Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies, Federal Highway Administration (FHWA) Emergency Relief (ER) Program to and as directed by the City Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA or FHWA during the course of a debris removal project. The aforementioned definition of "Eligible" applies to all uses throughout this Scope of Services. Work will include examining debris to determine whether or not debris is Eligible; loading the debris; hauling debris to City approved DMS(s) or City Designated Final Disposal Site(s); reducing disaster related debris; hauling reduced debris to a City Designated Final Disposal Site; disposing of reduced debris at a City Designated Final Disposal Site and supporting documentation. Debris not defined as Eligible by FEMA Publication FP-104-009-2 or state or federal DSGs or policies will not be loaded, hauled dumped or reimbursed under this contract unless written instructions are given to the Contractor by the City Debris Manager.

It shall be the Contractor's responsibility to load, transport, reduce andproperly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Task Authorization orders, unless otherwise directed by the City Debris Manager, in writing. This includes, but is not limited to:

1. Emergency Road Clearance

At the request of the City, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from City designated roadways, to make them passable immediately following a declared disaster event. All roadways designated by the City Debris Manager shall be clear and passable within three (3) calendar days of the issuance of the Task Authorization from the City to conduct emergency roadway clearance work. The City may choose to extend the Contractor's three (3) calendar days limit through a written request. Clearance of these roadways will be performed as identified by the City Debris Manager. The Contractor shall assist the City and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting

and ending times, and zones/areas worked identified by road name with extents. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2. Eligible ROW Vegetative Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible disaster-related vegetative debris existing on the City ROW to a City approved DMS or a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, Eligible vegetative debris that is piled in immediate, proximity to the street and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
b. Removal of Eligible vegetative debris existing in the City will be performed as identified by the City Debris Manager.
c. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved DMS or a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
d. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
e. Entry onto private property for the removal of Eligible vegetative hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures.
f. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut at the ROW line and removed.
g. The Contractor must provide traffic control as conditions require or as directed by the City Debris Manager.

3. Collection of Eligible Vegetative Debris from Citizen Drop Off Site(s) and Consolidated Collection Point(s)

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible disaster-related vegetative debris from Citizen Drop Off Sites and additional consolidated collection points located throughout the City to a City approved DMS or a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Removal of Eligible vegetative debris from Citizen Drop Off Site(s) and Consolidated Collection Point(s) will be performed as identified by the City Debris Manager.
b. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved DMS or a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
c. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative. Contractor shall provide separate crews to collect Citizen Drop Off Site debris and another separate crew to collect Consolidated Collection Point debris, so that these debris types can be accurately reported for FEMA reimbursement.

4. Eligible ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible Construction and Demolition (C&D) debris existing on the City ROW to a City Designated Final Disposal Site in accordance with all federal, state and local rules and

regulations.

a. For the purposes of this contract, Eligible C&D debris that is piled in immediate proximity to the street and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
b. Removal of Eligible C&D debris existing in the City ROW will be performed as identified by the City Debris Manager.
c. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
d. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific ROE legal and operational procedures.
f. The Contractor must provide traffic control as conditions require or as directed by the City Debris Manager.

5. DMS(s) Management, Operations and Reduction Through Grinding

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate the DMS(s) for the acceptance, management, segregation, staging and reduction through grinding of Eligible disaster related debris. Grinding must be approved by the Debris Manager prior to commencement of reduction activities. The DMS(s) layout and ingress and egress plan must be approved by the Manager.

a. The management of the DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and FDEP. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
b. Contractor is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines.
c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), and debris program (ROW collection, private property debris removal, etc.).
d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
e. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
f. Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
g. Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).
h. Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
i. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF), as requested by the City. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost

reflected in this scope of services item 5. Depending on the volume of HHW per DMS location, the City may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.

j. Contractor is responsible for providing twenty-four (24) hour DMS(s) security.
k. Contractor will only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
l. Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP **(See Debris Site Tower Specifications)**.
m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.

6. DMS(s) Management, Operations and Reduction Through Air Curtain Incinerators

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through an Air Curtain Incinerator (ACI) of Eligible disaster related debris. ACI reduction must be approved by the City Debris Manager, FDEP and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the City Debris Manager.

a. The management of DMS(s) includes assistance in obtaining necessary local, state, and federal permits or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies which may include, but are not limited, to EPA and FDEP. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA, and FDEP guidelines.
c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), and debris program (ROW collection, private property debris removal, etc.).
d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
e. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
f. Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones, barriers and staff with traffic flags.
g. Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.
h. Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection that is approved by the City Debris Manager), fire breaks and a site foreman.
i. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted TSDF, as requested by the City. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services item 7. Depending on the volume of

HHW per DMS location, the City may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.

j. Contractor is responsible for providing twenty-four (24) -hour DMS(s) security and fire tender.
k. Contractor will only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
l. Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP **(See Debris Site Tower Specifications)**.
m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.
n. Weekly pile measurements shall be taken to confirm prior week burn estimates. The contractor shall maintain a log of the weekly pile measurements and the updated log shall be provided to the City Debris Manager within 24 hours of each pile measurement.

7. DMS(s) Management, Operations and Reduction Through Pile Burn Incineration

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through Pile Burn Incineration of Eligible disaster related debris. Pile Burn reduction must be approved by the City Debris Manager, Florida Division of Forestry and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the City Debris Manager.

a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies which may include, but are not limited, to EPA, FDEP, and the Florida Division of Forestry. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA, FDEP and the Florida Division of Forestry guidelines.
c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), and debris program (ROW collection, private property debris removal, etc.).
d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
e. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
f. Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones, barriers, and staff with traffic flags.
g. Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.
h. Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection that is approved by the City Debris Manager), fire breaks and a site foreman.
i. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined

containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted TSDF, as requested by the City. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services item 8. Depending on the volume of HHW per DMS location, the City may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.

j. Contractor is responsible for providing twenty-four (24) -hour DMS(s) security and fire tender.
k. Contractor will only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
l. Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP **(See Debris Site Tower Specifications)**.
m. Upon completion of haul-out activities or site application of the ash, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, etc., with the exception of ash that can be land applied with City Debris Manager approval, is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.
n. Weekly pile measurements shall be taken to confirm prior burn estimates. The contractor shall maintain a log of the weekly pile measurements and the updated log shall be provided to the City Debris Manager within 24 hours of each pile measurement.

8. Haul-Out of Reduced Debris to a City Designated Final Disposal Site

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced Eligible material such as ash, compacted C&D, mulch, etc., existing at a City approved DMS(s) to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the City for haul-out or load tickets related to reduced or un-reduced debris transported and disposed of at a non-City Designated Final Disposal Site. All debris residing in the City ROW and City provided DMS shall be the property of the City until final disposal at a permitted disposal site or recycling facility, unless otherwise negotiated by the City.

9. Removal of Eligible Hazardous Leaning Trees and Eligible Hanging Limbs

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all Eligible hazardous trees six (6) inches or greater in diameter, measured 4.5 feet from the base of the tree and Eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the City ROW. Debris generated from the removal of Eligible hazardous trees and Eligible hanging limbs two (2) inches or greater existing in the City ROW will be placed in the safest possible location on the City ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal."

Eligible hazardous leaning trees less than six (6) inches in diameter, measured 4.5 feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The City will not compensate the Contractor for cutting leaning trees less than six (6) inches in diameter on a unit rate basis. The collection of all Eligible hazardous leaning trees and Eligible

hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the City ROW, then Contractor must load the resulting debris as Eligible hazardous leaning tree or Eligible hazardous hanging limbs as they are removed.

a. Eligible hazardous trees will be identified by the City or its authorized representative for removal. Removal and placement of Eligible hazardous trees six (6) inches or greater in diameter existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Contractor, in writing, by the City Debris Manager or its authorized representative. For leaning or hazardous trees to be removed and Eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:

1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.
3. Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.
4. The tree has a split trunk that exposes heartwood.

b. Eligible hazardous hanging limbs will be identified by the City or its authorized representative for removal. Removal and placement of Eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the City Debris Manager or its authorized representative. For hanging limbs to be removed and Eligible for payment, the limb must satisfy all of the following requirements:

1. The limb is greater than two (2) inches in diameter.
2. The limb is still hanging in a tree and threatening a public-use area.
3. The limb is located on improved public property.

10. Removal of Eligible Hazardous Stumps

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove all Eligible hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree existing on the City ROW. Further, debris generated from the removal of uprooted stumps existing on the City ROW will be transported to a City approved DMS or a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and twenty-four (24) inches or less in diameter will be considered normal Eligible vegetative debris and removed in accordance with scope of services item.
The diameter of Eligible stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table and removed under the terms and conditions of scope of services item.

a. Eligible hazardous stumps will be identified by the City or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the City Debris Manager or its authorized representative. For hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:

1. Fifty percent (50%) or more of the root ball is exposed.

2. The stump is on City ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of unattached stumps will be based off the diameter conversion using the published FEMA stump conversion table. The City or its authorized representative will measure and certify all Eligible stumps prior to removal.

NOTE: Stump removal will be based on the most current version of the Public Assistance Program and Policy Guide (PAPPG) that is in effect at the time of the disaster.

11. Eligible Household Hazardous Waste Removal Transport and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of Eligible HHW from the ROW to a TSDF.

a. The removal, transportation and disposal of Eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
b. All HHW shall be managed as hazardous waste and disposed of at a permitted Hazardous Waste TSDF.

12. Eligible ROW White Goods Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of Eligible white goods from the ROW, removal of refrigerants, transportation to a City approved DMS, decontamination, and transportation to a City approved facility for recycling. The designated facility for recycling must be approved in writing by the City. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged. White goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling.

a. The removal, transportation and recycling of Eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

1. All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.

b. The Contractor shall recycle all Eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.
c. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a designated City approved DMS for refrigerant removal by the Contractor's qualified technicians.

13. Eligible E-Scrap Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and proper disposal of Eligible E-Scrap from the ROW to a City Designated E-scrap recycling facility. Eligible E-Scrap includes, but is not limited to, televisions, computers, computer monitors and microwaves in areas identified and approved by the City. The Contractor shall recycle or dispose of all Eligible E-Scrap Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

14. Eligible Dead Animal Carcasses

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a City Designated Final Disposal Site. Contractor shall coordinate activities with the Volusia County Animal Services Division and the Volusia County Health Department.

15. Other Debris Removal Work

a. Marine Debris Removal - The Contractor shall clear waterways of Eligible debris that is a direct result of a natural or manmade disaster as directed by the City, in writing. The first response work will focus on clearing blockages and other impediments to water flow. After water flow paths are restored, debris work will then consist of further clearing storm debris in the designated waterways (canals, streams, lakes, etc.). This will include the removal and disposal of trees, branches, brush, rubbish, etc., debris deposited in and adjacent to the waterway up to a maximum of eight (8) feet beyond the top of the bank down to and including items in the water and other items as may be designated by the City or its representative.
b. Sand Screening - The Contractor shall screen all sand to remove Eligible debris deposited as a result of a natural or manmade disaster as directed by the City, in writing. Sand screening shall include the collection of debris-laden sand, hauling to the processing screen, processing the sand through the screen and returning clean sand to the beach or designated site. Eligible debris removed from the sand shall be collected, hauled and processed at the DMS.
c. Removal of Sand, Silt, and Sediment from Storm Drains and Catch Basins- Following a flood event, the Contractor(s) may be tasked with removing sand, silt, sediment and debris that has been washed into storm drains and catch basins in order to restore drainage function.
d. Abandoned Vehicles and Vessels- The Contractor shall remove vehicles and vessels from City ROW and City property that have been abandoned and present a hazard or immediate threat that blocks ingress/egress in public use areas. The Contractor will stage the vehicles and vessels in accordance with local ordinances and State law to secure ownership.

e. Oil/Chemical Spill Cleanup- The Contractor shall provide the materials and labor required to contain and provide cleanup and recovery of eligible oil and/or chemical spills within the City. The Contractor will be responsible for the final disposition of all materials in accordance with all local, state and federal environmental regulations.

16. Eligible Demolition, Removal, Transport and Disposal of Non-RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Eligible Non- Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the City. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, Eligible debris generated from the demolition of Non-RACM

structures, as well as Eligible scattered C&D debris on private property, will be transported to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Scrap, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
b. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
c. Removal and transportation of Eligible Non-RACM demolished structures and Eligible scattered C&D debris on private property will be performed as directed in writing by the City Debris Manager.
d. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed in writing by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
f. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

17. Eligible Demolition, Removal, Transport and Disposal of RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Eligible RACM structures on private property within the jurisdictional limits of the City. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, Eligible debris generated from the demolition of structures, as well as Eligible scattered C&D debris on private property, will be transported to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
b. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
c. Removal and transportation of Eligible RACM demolished structures and Eligible scattered C&D debris on private property will be performed as directed in writing by the City Debris Manager.
d. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed in writing by the City or its authorized representative. The City will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
f. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

[Remainder of this page left intentionally blank]

EXHIBIT "2"

TASK AUTHORIZATION NO. Click here to enter text.
Contract for Services dated Click here to enter text.
Between the City of Port Orange, Florida and Crowder-Gulf Joint Venture, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **CROWDER-GULF JOINT VENTURE, INC.**, a Florida corporation with its principal place of business at 5435 Business Parkway, Theodore, AL 36582 ("Contractor"), and hereinafter collectively referred to as the "Parties," and is to that certain Contract and Services dated as referenced above, and any amendments thereto, hereinafter collectively referred to as the "Agreement." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

1. This Task Authorization expressly modifies the Agreement and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. The Public Works Department Head, _____, or their designee, Click here to enter text., if applicable, shall perform contract administration for this Task Authorization No. Click here to enter text., and may be reached at Click here to enter text..

3. In addition to all other terms and conditions contained in the Agreement, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."

4. Contractor shall complete the services to be provided herein within Click here to enter text. days of the date of written notice by the City to the Contractor.

5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed $ Click here to enter text.. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

6. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. __.

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

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

Witnesses:

_____

Printed Name:_____

_____

Printed Name:_____

CROWDER-GULF JOINT VENTURE, INC.

By:_____

Printed Name:

Title:

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

Date:_____

Witnesses:

CITY OF PORT ORANGE

_____ By:_____

Printed Name:_____ _____, City Manager

_____ Date:_____

Printed Name:_____

Witnesses:

ATTEST:

_____ By:_____

Printed Name:_____ _____, City Clerk

_____ Date:_____

Printed Name:_____

EXHIBIT "3"

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

PAYMENT AND PERFORMANCE BOND

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

BOND NO. _____

PRINCIPAL:
Developer or Contractor: Crowder-Gulf Joint Venture, Inc.
Principal Business Address: 5435 Business Parkway
Theodore, AL 36582
Contact Person: _____
Phone Number: _____

SURETY: _____
Address: _____
_____
Contact Person: _____
Phone Number: _____

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

Amount: $_____ **City Case/Project No.** _____

Description of Work: _____

Project Location: _____
Port Orange, Volusia County, Florida

Legal Description: _____

Front Page

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

[MTR/sal 2015-02-10]

_____

Name of Project

City Project No._____
Bond No._____

COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION

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

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____, entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

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

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

Attest:

CROWDER-GULF JOINT VENTURE, INC.
(Principal)

_____
(As to Corporate Principal) Secretary

By:_____
Name/Title:_____

_____
(Witness to Principal)

(Corporate Seal)

_____
(Surety)

_____
(Witness to Surety)

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

(Corporate Seal)

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

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

[MTR/sal 2015-02-10]

EXHIBIT "4" LEASED EMPLOYEE AFFIDAVIT

CONTRACT # CA7232

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the City in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the City with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any City jobsite.

I further agree to notify the City if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company:_____

Workers' Compensation Carrier:_____

A.M. Best Rating of Carrier:_____

Inception Date of Leasing Arrangement:_____

I further agree to notify the City in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the City that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer:_____

Title:_____ Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ____ online notarization, this _____ day of _____, 20__, by _____, as _____ of _____, a _____ corporation. He/She is ____ personally known or ____ produced _____as identification.

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

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

DISASTER DEBRIS REMOVAL and DISPOSAL SERVICES FEMA

ITB #20-06

City of Port Orange Purchasing Division
David Van Valkenburgh, Purchasing Agent

Release Date: May 5, 2020
Last Day for Questions: May 26, 2020 at 5:00 P.M.

Bidders Due Date and Time: June 9, 2020 at 4:30 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 Bidders

ITB# 20-06 Disaster Debris Removal and Disposal Services

Notice is hereby given that the City of Port Orange is soliciting sealed bid proposals for Disaster Debris Removal and Disposal Services. Sealed bid proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **4:30 P.M. on June 9, 2020** which may be amended by addendum issued by the City. All untimely sealed bid proposals will not be considered and will be returned to the bidder unopened. All sealed bid proposals will be evaluated to ensure they contain all required forms in order to deem the bidder responsive or non-responsive. Sealed bid proposals will be opened and read aloud at 4:30 P.M. in Council Chambers.

There will not be a Pre-Bid Meeting for this project.

A Bid Guarantee in the form of a Bid Bond executed by the Bidder and an acceptable surety or a certified check or bank draft payable to the City of Port Orange, Florida in an amount equal to five percent (5%) of the proposed bid shall be submitted with each submission.

DESCRIPTION: *The City of Port Orange is seeking* sealed bid proposals *from qualified firms, businesses or individuals to assist the City with Disaster Debris Removal and Disposal Services. This solicitation will result in the selection of at least two experienced firms to remove and lawfully dispose of disaster-generated debris (other than household putrescible garbage) from public property, public rights-of-way and under limited conditions, private properties and private accesses, and setting up and operating Temporary Debris Staging and Reduction Sites (TDSRS) in the City of Port Orange, immediately after a hurricane or other disaster.*

The objective of the ITB and subsequent contracting activity is to secure the services of an experienced debris removal contractor who is capable of efficiently removing large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and ensuring the lawful disposal of all debris. The successful Contractor must be capable of assembling, directing, and managing a work force that can complete the debris removal and disposal operations in a maximum of 120 days.

CONTRACT TERM: The Contract shall be valid from the date the City executes the contract for a five (5) year period with one (1) additional five (5) year renewal option. Authorization for goods or services under the Contract will be in the form of a Notice to Proceed, Task Authorization or Purchase Order.

All sealed bid proposals 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 sealed bid proposals 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.

Copies of the Bid documents, requirements, the scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from 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 Agent, David Van Valkenburgh, dvanvalkenburgh@port-orange.org or purchdiv@port-orange.org and reference "Questions on ITB# 20-06 Disaster Debris Removal and Disposal Services" in the subject line. The last day for questions will be **May 26, 2020 at 5:00 PM.**

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. Upon award, the successful bidder will also be required to furnish and pay for a satisfactory one hundred percent (100%) Payment and Performance Bond to be recorded by the City, with the Clerk of the Circuit Court, Volusia County, Florida and to enter into a contract for services with the City of Port Orange.

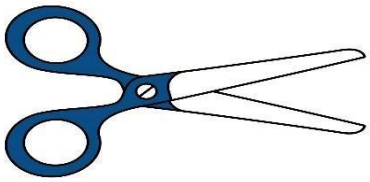
No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids and, to waive any and all non-substantial irregularity in Bids received, whenever such rejection or waiver is in the best interest of the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

Bids shall be submitted to the City Clerk's office with one (1) original and one (1) identical digital (CD or flash drive) version in pdf format, addressed to David Van Valkenburgh, 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# 20-06 Disaster Debris Removal and Disposal Services".

David Van Valkenburgh CFCM, CPM
Purchasing Agent
Legal Ad - One Time – **May 5, 2020**

[Remainder of this page left intentionally blank]

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



SEALED BID PROPOSAL • DO NOT OPEN

SEALED BID NO.	**ITB# 20-06**
BID TITLE:	**Disaster Debris Removal and Disposal Services**
DUE DATE/TIME:	**June 9, 2020 at 4:30 PM**
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)**

Contents

SECTION 1 – PURPOSE AND OVERVIEW 6
SECTION 2 – INSTRUCTIONS TO BIDDERS 7
SECTION 3 – SCOPE OF SERVICES 12
SECTION 4 – STANDARD PURCHASE DEFINITIONS 31
SECTION 5 – GENERAL TERMS AND CONDITIONS 35
SECTION 6 – SPECIAL CONDITIONS 60
SECTION 7 – REQUIRED FORMS 63
FORM 7.1 – BID SUBMITTAL CHECKLIST 63
FORM 7.2 – VENDOR'S ACKNOWLEDGEMENT FORM 64
FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT 65
FORM 7.4 – DRUG FREE PREFERENCE STATEMENT 66
FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES 67
FORM 7.6 – ANTI-COLLUSION FORM 68
FORM 7.7 – AUTHORIZED SIGNATURES/NEGOTIATORS 69
FORM 7.8 – STATEMENT OF VENDOR'S QUALIFICATIONS 70
FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE 71
FORM 7.10 – CERTIFICATE AS TO CORPORATE PRINCIPAL 73
FORM 7.11 – LISTING OF SUBCONTRACTORS 74
FEMA ATTACHMENTS 75
AFFIDAVIT REGARDING WORKER'S COMPENSATION (FOR INFORMATIONAL PURPOSES ONLY) 86
CERTIFICATE OF WORKERS COMPENSATION INSURANCE (FOR INFORMATIONAL PURPOSES ONLY) 87
ATTACHMENT 1 - BID PROPOSAL 88
BID BOND 94
STANDARD CITY OF PORT ORANGE CONTRACT DOCUMENTS (FOR INFORMATIONAL PURPOSES ONLY) 95
TASK AUTHORIZATION AND PAYMENT & PERFORMANCE BOND 114

SECTION 1 – PURPOSE AND OVERVIEW

The purpose for this Invitation to Bid (ITB) is to solicit competitive sealed bid proposals from vendors for the provision of Disaster Debris Removal and Disposal Services as described herein.

The City of Port Orange is seeking seal bid proposals from qualified firms, businesses or individuals to assist the City with Disaster Debris Removal and Disposal Services. This solicitation will result in the selection of at least two firms experienced with the removal and disposal, in a lawful manner, of disaster-generated debris (other than household putrescible garbage) from public property, public rights-of-way and under limited conditions, private properties and private accesses, and setting up and operating Temporary Debris Staging and Reduction Sites (TDSRS) in the City of Port Orange, immediately after a hurricane or other disaster.

Bidders must be a commercial contractor entity licensed to do business in the State of Florida and perform the services identified herein and properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

Bid awards may be awarded to multiple vendors. Based on the evaluation of the bids submitted, and selected at the time of event via a Task Authorization any contractor that is responsive and responsible will be considered.

The objective of the ITB and subsequent contracting activity is to secure the services of an experienced debris removal contractor who is capable of efficiently removing large volumes of disaster-generated debris from a large area in a timely and cost-effective manner and ensuring the lawful disposal of all debris. The successful Contractor must be capable of assembling, directing, and managing a work force that can complete the debris removal and disposal operations in a maximum of 120 days.

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, that 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 (contractor/vendors) 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 ..... May 5, 2020
Deadline for Questions ..... May 26, 2020 at 5:00 P.M.
Final Addendum Posting: ..... June 2, 2020 by 5:00 P.M.
Bids Due: ..... June 9, 2020 by 4:30 P.M.

City Council Meeting for Approval of Recommendation of Award ..... to Be Determined

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

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

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

Bids shall be sealed, and contractor/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 Contractor/Vendor
d) Address of Contractor/Vendors

Due to the timing of mail service, the City cautions Contractor/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.

Contractor/Vendor is 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, Contractor/Vendor is 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 read aloud.

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.

PRE-BID CONFERENCE:

There will not be a Pre-Bid Meeting for this project.

QUESTIONS REGARDING THIS ITB:

All questions shall reference "**Questions on ITB 20-06 Disaster Debris Removal and Disposal Services**" in the subject line. All questions concerning this ITB shall be submitted in writing no later than **5:00 P.M.** on **May 26, 2020** to:

David Van Valkenburgh CFCM, CPM
Purchasing Agent
1000 City Center Circle Port Orange, FL 32129
purchdiv@port-orange.org

Bidders shall not direct any queries or statements concerning their proposal to the City Council, City staff and/or Evaluation Committee during the selection process, from the time of submission of a bid proposal until recommendation of award. Any Bidder who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.

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 of addenda were 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.

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

CLARIFICATIONS:

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

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

MINIMUM QUALIFICATIONS:

Vendors shall be licensed to do business in the State of Florida. The City will obtain a Sunbiz report showing your company registered as "Active" before award of contract.

Vendors must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein and properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

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

NO LOBBYING:

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

PRICING SHEETS:

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

EXCEPTIONS TO SPECIFICATIONS:

If taking exception to any portion of the ITB specifications, terms and conditions, the bidder must indicate those exceptions as stated on the vendor's acknowledgment, 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 may consider a Vendor's litigation history information in its review and determination of responsibility. All Vendors may be required prior to award of contract 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 may consider a Vendor's debarment history information in its review and determination of responsibility. All Vendors may be required prior to award of contract 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.

Federal Suspension and Debarment Requirements: A prospective contractor that is listed on the government-wide Excluded Parties List System in the System for Award Management (www.SAM.gov) as suspended or debarred, CANNOT be awarded a contract funded with Federal assistance or if the Contractor has been suspended or debarred by City of Port Orange.

REJECTION OF BIDS:

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

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

a) Failure to update the information on file including address, product, service or business descriptions.
b) Failure to perform according to contract provisions.
c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
d) Evidence of a violation of any federal or state 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 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.

FEDERAL REQUIREMENTS

This solicitation is paid in whole or in part by a federal government agency or source, the specific terms, regulations and requirements governing the disbursement of these funds are attached hereto and hereby become a part of this clause. Please see attachment FEMA ATTACHMENT in section 7. The guidelines under 2 CFR 200 shall apply to this contract.

MINORITY AND WOMEN-OWNED BUSINESSES

Bidders are hereby advised that the City takes all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2 CFR 200.321. Prior to the contract award, the City shall make efforts to assure that such businesses are solicited when there are potential sources; that the City will make an effort to divide the total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the City will establish delivery schedules, where permitted, to encourage such businesses to respond. City shall utilize service and assistance, when appropriate from organizations like SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities.

FLORIDA CONVICTED/SUSPENDED/DISCRIMINATORY COMPLAINTS

By submission of a proposal, Respondent affirms that it is not currently listed in the Florida Department of Management Services Convicted/Suspended/Discriminatory Complaint Vendor List.

PROCUREMENT STANDARDS 200 CFR

https://portorange.sharepoint.com/:w:/g/pch/EdnKDNy564ZMtXFlfiO-bzUBgigv-1Fg_nDvyYxzabvS6A?e=uOEbv7

EXHIBIT A
SECTION 3 – SCOPE OF SERVICES

City of Port Orange is located in Volusia County, Florida and has a population of 64,252 in 2018 by the U.S. Census Bureau. According to the United States Census Bureau, the city has a total area of 28.7 square miles (74.3 km2), of which 26.6 square miles (69.0 km2) is land and 2.0 square miles (5.3 km2) (7.09%) is water. City of Port Orange maintain 28 parks and facilities, 26 athletic fields, 18 tennis courts, 21 sets of restrooms, 10 playgrounds, 1 golf course, 6 boat ramps, 12 boardwalks / fishing piers, prepare fields for over 1,750 competitive games per year, and work 25 or more special events per year.

Background

The City of Port Orange (City) Public Works Department (PW) is seeking to establish one or more contracts for disaster debris removal, reduction, disposal and other emergency cleanup services following a disaster event. Due to the urgency and level of service required following a disaster event, the City seeks sealed bid proposals from qualified Contractors with sufficient experience in the specialized management of disaster response and subcontractors for the purpose of debris removal services during the preparation, response, recovery, and mitigation phases of potential emergency situations or disasters. Consequently, qualified Contractors must have the capacity and ability to rapidly mobilize and respond to potential wide-scale debris volumes typical of a hurricane in addition to localized small-scale volumes typical of a tornado.

Pre-Event Coordination Meeting

The successful Contractor(s) shall be required to attend an annual pre-hurricane season kickoff meeting with the City and its debris monitoring firm(s) at no cost to the City.

Description of Designated Areas

A. The designated area for debris removal is bounded by the City limits plus the Halifax River immediately adjacent to the City limits and includes public property and Right-of-Ways (ROW), City parks and City debris staging areas within the unincorporated areas of the City and may include private segments within the jurisdictional boundaries of the City. The City Debris Manager may also authorize the Contractor to perform debris removal on non-City roadways, waterways or other areas, as directed in writing by the City Debris Manager.

B. The City Debris Manager will authorize and approve which services the Contractor shall provide from the scope of services and which zones/areas must be prioritized.

C. All debris identified by the City Debris Manager shall be removed. The number of complete passes the Contractor shall conduct through the City is at the discretion of the City Debris Manager. Partial removal of debris piles is strictly prohibited. The Contractor shall not move from one designated work area to another designated work area without prior approval from the City or its authorized representative. Any Eligible debris, such as fallen trees, which extends onto the ROW from private property, shall be cut at the point where it enters the ROW, and that part of the debris which lies within the ROW shall be removed. The Contractor shall not enter onto private property during the performance of this contract unless specifically authorized by the City Debris Manager in writing.

D. Loose leaves and small debris in excess of one, bushel basket shall be removed within the designated area. No debris shall be left on the road surface. No single piece of debris larger than six (6) inches in any dimension shall be left on site.

E. Contractor shall deliver all disaster related debris to a City approved Debris Management Site (DMS) or City Designated Final Disposal Site that has been approved to receive storm-generated debris and adhere to all local, state and federal regulations.

F. The City will provide the Contractor with potential DMS locations. In addition to the DMS locations provided by the City, the City may task the Contractor with identifying additional DMS or final disposal sites, subject to final approval by the City. The Contractor will be responsible for returning all utilized DMS to their original condition prior to site use. DMS remediation will include, but is not limited to, returning the original site grade, fill dirt, base material, and other physical features. DMS site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. DMS remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and the Florida Department of Environmental Protection (FDEP). All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use.

G. Contractor is responsible for maintaining the access road from the nearest publicly maintained roadway to each DMS location. The Contractor may bill the City for costs associated with the materials to include the hauling and placement needed to stabilize and maintain access road maintenance with the approval of the City Debris Manager. If additional material is acquired other than what is on site, Contractor is required to request approval from the City Debris Manager prior to purchase of said materials.

H. The City Designated Final Disposal Site is the Tomoka Farms Road Landfill (TFRL) located at 1990 Tomoka Farms Road, Port Orange, FL 32128. Additional City Designated Final Disposal Sites may be approved by the City in writing depending on the severity of the disaster and the amount of debris generated.

I. All City Designated Final Disposal Sites must be approved, in writing, by the City Debris Manager. The Contractor will be responsible for the handling, reduction and final haul-out and disposal of all reduced and unreduced debris. DMS operations and remediation must comply with all local, state and federal safety and environmental standards. Contractor reduction, handling, disposal and remediation operations must be approved, in writing, by the City Debris Manager.

J. Payment for disposal costs such as tipping fees incurred by the Contractor at a City Designated Final Disposal Site that meet local, state and federal regulations for disposal will be reimbursed by the City as a pass-through cost. Prior to reimbursement by the City, the Contractor must furnish an invoice in hard copy and electronic format matching scale/weigh tickets numbers with load ticket or haul out ticket numbers and other applicable information. The Contractor will also be required to provide proof of Contractor payment to the City Designated Final Disposal Site.

K. Recycling of debris removed by the Contractor is strongly encouraged and will be coordinated with the City and authorized agencies. Recycling efforts will also be carried out under the current recycling programs existing at most landfills. The strength or weakness of the various landfills recycling programs will be a factor in choosing disposal locations. Common recyclable materials that are a result of a debris- generating event include wood waste, metals, and concrete. The City is to retain any income received for recycling of disaster debris. The Contractor will submit all recycling proceeds to the City prior to submitting the Final Invoice.

L. The Contractor shall conduct the work so as not to interfere with the disaster response and recovery activities of local, state and federal governments or agencies, or of any City public utilities works.

M. The City reserves the right to inspect DMS, verify quantities and reviewoperations at any time.

N. The City will not pay for removal and reduction of debris that has an incomplete load ticket. Only tickets that are one hundred percent (100%) complete will be paid by the City.

O. Contractor shall provide a truck dispatch list to designated debris monitoring firm project manager or designee by 9:00 PM Eastern Time prior to the nextworkday.

P. City reserves the right to prohibit the use of certain roads by Contractor vehicles to travel to a DMS, for example, thru a central business district.

Q. The City, at its sole discretion, may elect to perform work with in-house forces or additional contract forces to expedite debris removal.

R. The Contractor shall be responsible to repair or replace any damage to public or private property caused by the activities conducted in this scope of work.

Scope of Services

All debris removal and disposal management services shall be in accordance with all applicable federal and state laws, and environmental regulations. Under this contract, work shall consist of coordinating and mobilizing an appropriate number of cleanup crews, as determined by the City Debris Manager. Work shall also include the clearing and removing of any and all "Eligible" debris as most currently defined (at the time written Task Authorization orders are issued and executed by the City for the Contractor) by the Public Assistance grant program guidelines Federal Emergency Management Agency (FEMA) Publication FP-104-009-2 Public Assistance Program and Policy Guide, all applicable state and federal Disaster Specific Guidance (DSG) documents, FEMA fact sheets and policies, Federal Highway Administration (FHWA) Emergency Relief (ER) Program to and as directed by the City Debris Manager. Eligible also includes meeting any changes in definition, rules or requirements regarding debris removal reimbursement as stipulated by FEMA or FHWA during the course of a debris removal project. The aforementioned definition of "Eligible" applies to all uses throughout this Scope of Services. Work will include examining debris to determine whether or not debris is Eligible; loading the debris; hauling debris to City approved DMS(s) or City Designated Final Disposal Site(s); reducing disaster related debris; hauling reduced debris to a City Designated Final Disposal Site; disposing of reduced debris at a City Designated Final Disposal Site and supporting documentation. Debris not defined as Eligible by FEMA Publication FP-104-009-2 or state or federal DSGs or policies will not be loaded, hauled dumped or reimbursed under this contract unless written instructions are given to the Contractor by the City Debris Manager.

It shall be the Contractor's responsibility to load, transport, reduce andproperly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued Task Authorization orders, unless otherwise directed by the City Debris Manager, in writing. This includes, but is not limited to:

1. Emergency Road Clearance

At the request of the City, work shall consist of all labor, equipment, fuel and associated costs necessary to clear and remove debris from City designated roadways, to make them passable immediately following a declared disaster event. All roadways designated by the City Debris Manager shall be clear and passable within three (3) calendar days of the issuance of the Task Authorization from the City to conduct emergency roadway clearance work. The City may choose to extend the Contractor's three (3) calendar days limit through a written request. Clearance of these roadways will be performed as identified by the City Debris Manager. The Contractor shall assist the City and its representatives in ensuring proper documentation of emergency road clearance activities by documenting the type of equipment and/or labor utilized (i.e., certification), starting

and ending times, and zones/areas worked identified by road name with extents. Services performed under this Contract element will be compensated using Schedule 1 – Hourly Labor and Equipment Price Schedule.

2. Eligible ROW Vegetative Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible disaster-related vegetative debris existing on the City ROW to a City approved DMS or a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. For the purposes of this contract, Eligible vegetative debris that is piled in immediate, proximity to the street and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
b. Removal of Eligible vegetative debris existing in the City will be performed as identified by the City Debris Manager.
c. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved DMS or a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
d. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
e. Entry onto private property for the removal of Eligible vegetative hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures.
f. Any eligible debris, such as fallen trees, which extends onto the ROW from private property shall be cut at the ROW line and removed.
g. The Contractor must provide traffic control as conditions require or as directed by the City Debris Manager.

3. Collection of Eligible Vegetative Debris from Citizen Drop Off Site(s) and Consolidated Collection Point(s)

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible disaster-related vegetative debris from Citizen Drop Off Sites and additional consolidated collection points located throughout the City to a City approved DMS or a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Removal of Eligible vegetative debris from Citizen Drop Off Site(s) and Consolidated Collection Point(s) will be performed as identified by the City Debris Manager.
b. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City approved DMS or a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
c. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative. Contractor shall provide separate crews to collect Citizen Drop Off Site debris and another separate crew to collect Consolidated Collection Point debris, so that these debris types can be accurately reported for FEMA reimbursement.

4. Eligible ROW C&D Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to pick up and transport Eligible Construction and Demolition (C&D) debris existing on the City ROW to a City Designated Final Disposal Site in accordance with all federal, state and local rules and

regulations.

a. For the purposes of this contract, Eligible C&D debris that is piled in immediate proximity to the street and is accessible from the street with loading equipment (i.e., not behind a fence or other physical obstacle) will be removed.
b. Removal of Eligible C&D debris existing in the City ROW will be performed as identified by the City Debris Manager.
c. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
d. All Eligible debris will be removed from each location before proceeding to the next location unless directed otherwise by the City or its authorized representative.
e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed by the City or its authorized representative. The City will provide specific ROE legal and operational procedures.
f. The Contractor must provide traffic control as conditions require or as directed by the City Debris Manager.

5. DMS(s) Management, Operations and Reduction Through Grinding

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate the DMS(s) for the acceptance, management, segregation, staging and reduction through grinding of Eligible disaster related debris. Grinding must be approved by the Debris Manager prior to commencement of reduction activities. The DMS(s) layout and ingress and egress plan must be approved by the Manager.

a. The management of the DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state and federal regulatory agencies which may include, but are not limited, to the U.S. Environmental Protection Agency (EPA) and FDEP. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
b. Contractor is responsible for operating the DMS(s) in accordance with Occupational Safety and Health Administration (OSHA), EPA and FDEP guidelines.
c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), and debris program (ROW collection, private property debris removal, etc.).
d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
e. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
f. Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones and staff with traffic flags.
g. Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other best management practices (BMPs).
h. Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection), fire breaks and a site foreman.
i. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted Hazardous Waste Treatment, Storage and Disposal Facility (TSDF), as requested by the City. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost

reflected in this scope of services item 5. Depending on the volume of HHW per DMS location, the City may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.

j. Contractor is responsible for providing twenty-four (24) hour DMS(s) security.
k. Contractor will only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
l. Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP **(See Debris Site Tower Specifications)**.
m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the physical features of the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.

6. DMS(s) Management, Operations and Reduction Through Air Curtain Incinerators

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through an Air Curtain Incinerator (ACI) of Eligible disaster related debris. ACI reduction must be approved by the City Debris Manager, FDEP and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the City Debris Manager.

a. The management of DMS(s) includes assistance in obtaining necessary local, state, and federal permits or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies which may include, but are not limited, to EPA and FDEP. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA, and FDEP guidelines.
c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), and debris program (ROW collection, private property debris removal, etc.).
d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
e. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
f. Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones, barriers and staff with traffic flags.
g. Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.
h. Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection that is approved by the City Debris Manager), fire breaks and a site foreman.
i. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted TSDF, as requested by the City. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services item 7. Depending on the volume of

HHW per DMS location, the City may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.

j. Contractor is responsible for providing twenty-four (24) -hour DMS(s) security and fire tender.
k. Contractor will only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
l. Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP **(See Debris Site Tower Specifications)**.
m. Upon completion of haul-out activities, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, etc. is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.
n. Weekly pile measurements shall be taken to confirm prior week burn estimates. The contractor shall maintain a log of the weekly pile measurements and the updated log shall be provided to the City Debris Manager within 24 hours of each pile measurement.

7. DMS(s) Management, Operations and Reduction Through Pile Burn Incineration

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to manage and operate DMS(s) for the acceptance, management, segregation, staging and reduction through Pile Burn Incineration of Eligible disaster related debris. Pile Burn reduction must be approved by the City Debris Manager, Florida Division of Forestry and any other applicable regulatory agencies as required prior to commencement of reduction activities. DMS(s) layout and ingress and egress plan must be approved by the City Debris Manager.

a. The management of DMS(s) includes assistance in obtaining necessary local, state and federal permits or approval and operating in accordance with all rules and regulations of local, state, and federal regulatory agencies which may include, but are not limited, to EPA, FDEP, and the Florida Division of Forestry. The Contractor shall also be responsible for any and all costs associated with third-party groundwater and soil testing.
b. Contractor is responsible for operating the DMS(s) in accordance with OSHA, EPA, FDEP and the Florida Division of Forestry guidelines.
c. Debris at DMS(s) will be clearly segregated and managed independently by debris type (C&D, vegetative debris, Household Hazardous Waste (HHW) etc.), and debris program (ROW collection, private property debris removal, etc.).
d. All un-reduced storm debris must be staged separately from reduced debris at the DMS(s).
e. Contractor is responsible for all associated costs necessary to provide DMS(s) utilities such as, but not limited to, water, lighting and portable toilets.
f. Contractor is responsible for all associated costs necessary to provide DMS(s) traffic control such as, but not limited to, traffic cones, barriers, and staff with traffic flags.
g. Contractor is responsible for all associated costs necessary to provide DMS(s) dust control and erosion control such as, but not limited to, an operational water truck, silt fencing and other BMPs.
h. Contractor is responsible for all associated costs necessary to provide DMS(s) fire protection such as, but not limited to, an operational water truck (sufficient and equipped for fire protection that is approved by the City Debris Manager), fire breaks and a site foreman.
i. Contractor is responsible for all associated costs necessary to provide qualified personnel, as well as lined

containers or containment areas, for the segregation of visible HHW/contaminants that may be mixed with disaster debris. The Contractor is also responsible for all associated costs necessary for HHW/contaminant disposal at a permitted TSDF, as requested by the City. The cost associated with qualified personnel and lined containers/containment areas for HHW/contaminant segregation, as well as HHW/contaminant disposal from DMS locations, is a cost reflected in this scope of services item 8. Depending on the volume of HHW per DMS location, the City may choose to collect and dispose of HHW segregated from disaster debris at DMS locations.

j. Contractor is responsible for providing twenty-four (24) -hour DMS(s) security and fire tender.
k. Contractor will only permit Contractor vehicles and others specifically authorized by the City or its authorized representative on site(s).
l. Contractor shall provide a tower(s) from which the City or its authorized representative can make volumetric load calls. The tower(s) provided by the Contractor will at a minimum meet the specifications provided in the Technical Specifications of this RFP **(See Debris Site Tower Specifications)**.
m. Upon completion of haul-out activities or site application of the ash, the Contractor will be responsible for remediating the site to its original condition prior to site use. Site remediation will include, but is not limited to, returning the original site grade, and other physical features. Site remediation does not include restoring fencing, concession stands, lighting, and other permanent structures that may have been demolished at the City's direction for DMS operations. All debris, mulch, etc., with the exception of ash that can be land applied with City Debris Manager approval, is to be removed adequately; fill dirt and/or other base material (if required) must meet standards for intended use; seeding must meet standards for intended use. Site remediation will also include returning all utilized sites to their original condition as verified through soil and groundwater samples. Site remediation will abide by all state and federal environmental regulatory requirements and is subject to final approval by the City and FDEP.
n. Weekly pile measurements shall be taken to confirm prior burn estimates. The contractor shall maintain a log of the weekly pile measurements and the updated log shall be provided to the City Debris Manager within 24 hours of each pile measurement.

8. Haul-Out of Reduced Debris to a City Designated Final Disposal Site

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and associated costs necessary to load and transport reduced Eligible material such as ash, compacted C&D, mulch, etc., existing at a City approved DMS(s) to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. The Contractor shall not receive any payment from the City for haul-out or load tickets related to reduced or un-reduced debris transported and disposed of at a non-City Designated Final Disposal Site. All debris residing in the City ROW and City provided DMS shall be the property of the City until final disposal at a permitted disposal site or recycling facility, unless otherwise negotiated by the City.

9. Removal of Eligible Hazardous Leaning Trees and Eligible Hanging Limbs

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to remove all Eligible hazardous trees six (6) inches or greater in diameter, measured 4.5 feet from the base of the tree and Eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the City ROW. Debris generated from the removal of Eligible hazardous trees and Eligible hanging limbs two (2) inches or greater existing in the City ROW will be placed in the safest possible location on the City ROW and subsequently removed in accordance with scope of services, item 2, under the terms, conditions and procedure described in "ROW Vegetative Debris Removal."

Eligible hazardous leaning trees less than six (6) inches in diameter, measured 4.5 feet from the base of the tree, will be flush cut, loaded and removed in accordance with the terms, conditions, and compensation schedule for scope of services item 2. The City will not compensate the Contractor for cutting leaning trees less than six (6) inches in diameter on a unit rate basis. The collection of all Eligible hazardous leaning trees and Eligible

hazardous hanging limbs must be performed on the same day as the cut work. If there is insufficient room for safe placement along the City ROW, then Contractor must load the resulting debris as Eligible hazardous leaning tree or Eligible hazardous hanging limbs as they are removed.

a. Eligible hazardous trees will be identified by the City or its authorized representative for removal. Removal and placement of Eligible hazardous trees six (6) inches or greater in diameter existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of leaning trees will be communicated to the Contractor, in writing, by the City Debris Manager or its authorized representative. For leaning or hazardous trees to be removed and Eligible for reimbursement, the tree must satisfy a minimum of one (1) of the following requirements:

1. The tree is leaning in excess of thirty (30) degrees in a direction that poses an immediate threat to public health, welfare and safety.
2. The tree is dead, twisted or mangled as a direct result of the storm and a certified Arborist can attest to the fact that the tree will die, and potentially create a falling hazard to the public.
3. Over fifty percent (50%) of the tree crown is damaged or broken and heartwood is exposed.
4. The tree has a split trunk that exposes heartwood.

b. Eligible hazardous hanging limbs will be identified by the City or its authorized representative for removal. Removal and placement of Eligible hazardous hanging limbs two (2) inches or greater in diameter existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of limbs will be communicated to the Contractor, in writing, by the City Debris Manager or its authorized representative. For hanging limbs to be removed and Eligible for payment, the limb must satisfy all of the following requirements:

1. The limb is greater than two (2) inches in diameter.
2. The limb is still hanging in a tree and threatening a public-use area.
3. The limb is located on improved public property.

10. Removal of Eligible Hazardous Stumps

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs, and other associated costs necessary to remove all Eligible hazardous uprooted stumps greater than twenty-four (24) inches in diameter, measured twenty-four (24) inches from the base of the tree existing on the City ROW. Further, debris generated from the removal of uprooted stumps existing on the City ROW will be transported to a City approved DMS or a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations. Eligible stumps measured twenty-four (24) inches from the base of the tree and twenty-four (24) inches or less in diameter will be considered normal Eligible vegetative debris and removed in accordance with scope of services item.
The diameter of Eligible stumps less than twenty-four (24) inches will be converted into a cubic yardage volume based on the published FEMA stump conversion table and removed under the terms and conditions of scope of services item.

a. Eligible hazardous stumps will be identified by the City or its authorized representative for removal. Removal and transportation of Eligible hazardous uprooted stumps existing on the City ROW or private property will be performed as identified by the City Debris Manager. All disaster specific eligibility guidelines regarding size and diameter of hazardous stumps will be communicated to the Contractor, in writing, by the City Debris Manager or its authorized representative. For hazardous stumps to be removed and Eligible for reimbursement, the stump must satisfy the following criteria:

1. Fifty percent (50%) or more of the root ball is exposed.

2. The stump is on City ROW and poses an immediate threat to public health, safety or welfare.

Tree stumps that are not attached to the ground will be considered normal vegetative debris and subject to removal under the terms and conditions of scope of services item 2. Stumps with less than fifty percent (50%) of the root ball exposed shall be flush cut to the ground. The stump portion of the tree will not be removed but the residual debris (i.e. tree trunk) will be removed under the terms and conditions of scope of services, item 2. The cubic yard volume of unattached stumps will be based off the diameter conversion using the published FEMA stump conversion table. The City or its authorized representative will measure and certify all Eligible stumps prior to removal.

NOTE: Stump removal will be based on the most current version of the Public Assistance Program and Policy Guide (PAPPG) that is in effect at the time of the disaster.

11. Eligible Household Hazardous Waste Removal Transport and Disposal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation and disposal of Eligible HHW from the ROW to a TSDF.

a. The removal, transportation and disposal of Eligible HHW includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.
b. All HHW shall be managed as hazardous waste and disposed of at a permitted Hazardous Waste TSDF.

12. Eligible ROW White Goods Debris Removal

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the collection of Eligible white goods from the ROW, removal of refrigerants, transportation to a City approved DMS, decontamination, and transportation to a City approved facility for recycling. The designated facility for recycling must be approved in writing by the City. Eligible white goods containing refrigerants must first have such refrigerants removed by the Contractor's qualified technicians prior to mechanical loading.

White goods can be collected without first having refrigerants removed if the white goods are manually placed into a hauling vehicle with lifting equipment so that the elements containing refrigerants are not damaged. White goods are banned from landfill disposal in the state of Florida, yet are accepted for recycling.

a. The removal, transportation and recycling of Eligible white goods includes obtaining all necessary local, state and federal handling permits and operating in accordance with all rules and regulations of local, state and federal regulatory agencies.

1. All white goods containing food items shall be decontaminated in accordance with local, state and federal law prior to recycling.

b. The Contractor shall recycle all Eligible white goods in accordance with all rules and regulations of local, State and federal regulatory agencies.
c. Refrigerant containing items will have such refrigerants removed prior to mechanical loading or will be manually loaded and hauled to a designated City approved DMS for refrigerant removal by the Contractor's qualified technicians.

13. Eligible E-Scrap Removal

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and proper disposal of Eligible E-Scrap from the ROW to a City Designated E-scrap recycling facility. Eligible E-Scrap includes, but is not limited to, televisions, computers, computer monitors and microwaves in areas identified and approved by the City. The Contractor shall recycle or dispose of all Eligible E-Scrap Items in accordance with all rules and regulations of local, State and federal regulatory agencies.

14. Eligible Dead Animal Carcasses

Under this element, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary for the removal, transportation, and lawful disposal of dead animal carcasses from the ROW to a City Designated Final Disposal Site. Contractor shall coordinate activities with the Volusia County Animal Services Division and the Volusia County Health Department.

15. Other Debris Removal Work

a. Marine Debris Removal - The Contractor shall clear waterways of Eligible debris that is a direct result of a natural or manmade disaster as directed by the City, in writing. The first response work will focus on clearing blockages and other impediments to water flow. After water flow paths are restored, debris work will then consist of further clearing storm debris in the designated waterways (canals, streams, lakes, etc.). This will include the removal and disposal of trees, branches, brush, rubbish, etc., debris deposited in and adjacent to the waterway up to a maximum of eight (8) feet beyond the top of the bank down to and including items in the water and other items as may be designated by the City or its representative.
b. Sand Screening - The Contractor shall screen all sand to remove Eligible debris deposited as a result of a natural or manmade disaster as directed by the City, in writing. Sand screening shall include the collection of debris-laden sand, hauling to the processing screen, processing the sand through the screen and returning clean sand to the beach or designated site. Eligible debris removed from the sand shall be collected, hauled and processed at the DMS.
c. Removal of Sand, Silt, and Sediment from Storm Drains and Catch Basins- Following a flood event, the Contractor(s) may be tasked with removing sand, silt, sediment and debris that has been washed into storm drains and catch basins in order to restore drainage function.
d. Abandoned Vehicles and Vessels- The Contractor shall remove vehicles and vessels from City ROW and City property that have been abandoned and present a hazard or immediate threat that blocks ingress/egress in public use areas. The Contractor will stage the vehicles and vessels in accordance with local ordinances and State law to secure ownership.

e. Oil/Chemical Spill Cleanup- The Contractor shall provide the materials and labor required to contain and provide cleanup and recovery of eligible oil and/or chemical spills within the City. The Contractor will be responsible for the final disposition of all materials in accordance with all local, state and federal environmental regulations.

16. Eligible Demolition, Removal, Transport and Disposal of Non-RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Eligible Non- Regulated Asbestos Containing Material (Non-RACM) structures on private property within the jurisdictional limits of the City. Under this service, work will include Asbestos Containing Material (ACM) testing, decommissioning, structural demolition, debris removal and site remediation. Further, Eligible debris generated from the demolition of Non-RACM

structures, as well as Eligible scattered C&D debris on private property, will be transported to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Scrap, White Goods, and Waste Tires from a Non-RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
b. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
c. Removal and transportation of Eligible Non-RACM demolished structures and Eligible scattered C&D debris on private property will be performed as directed in writing by the City Debris Manager.
d. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City Designated Final Disposal Site. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed in writing by the City or its authorized representative. The City will provide specific Right-of-Entry (ROE) legal and operational procedures for private property debris removal programs if requested.
f. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of Non-RACM structures (such as obtaining demolition permits, etc.).

17. Eligible Demolition, Removal, Transport and Disposal of RACM Structures

Under this contract, work shall consist of all labor, equipment, fuel, traffic control costs and other associated costs necessary to decommission, demolish and dispose of Eligible RACM structures on private property within the jurisdictional limits of the City. Under this service, work will include ACM testing, decommissioning, structural demolition, debris removal and site remediation. Further, Eligible debris generated from the demolition of structures, as well as Eligible scattered C&D debris on private property, will be transported to a City Designated Final Disposal Site in accordance with all federal, state and local rules and regulations.

a. Decommissioning consists of the removal and disposal of all HHW, E-Waste, White Goods, and Waste Tires from a RACM structure at a properly sanctioned facility in accordance with all applicable federal, state and local rules and regulations.
b. Any structurally unsound and unsafe structures will be identified and presented to the City for direction regarding decommissioning.
c. Removal and transportation of Eligible RACM demolished structures and Eligible scattered C&D debris on private property will be performed as directed in writing by the City Debris Manager.
d. Once the debris removal vehicle has been issued a load ticket from the City's authorized representative, the debris removal vehicle will proceed immediately to a City Designated Final Disposal Site that accepts RACM debris. The debris removal vehicle will not collect additional debris once a load ticket has been issued.
e. Entry onto private property for the removal of Eligible C&D hazards will only be permitted when directed in writing by the City or its authorized representative. The City will provide specific ROE legal and operational procedures for private property debris removal programs if requested.
f. The Contractor is required to strictly adhere to any and all local, state and federal regulatory requirements for the demolition, handling and transportation of RACM structures (such as obtaining demolition permits, burrito wrapping of debris, etc.).

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Technical Specifications

Task Authorizations

The Contractor shall be authorized to begin work under this scope after an official Task Authorization and/or Purchase Order is signed by all parties for the services referenced in this contract. The TA/PO shall be sent via electronic transmission (facsimile, e-mail, etc.) followed by regular mail. If the Contractor's authorized representative is on site in the City, then the TA/PO may be hand delivered. Under no circumstances shall the City be liable for any services rendered unless the signed TA/PO has been sent and received by the Contractor(s). Contractor(s) must acknowledge receipt of the TA/PO in writing to the City Public Works Director or representative.

Documentation Management and Support

The Contractor shall provide data management and support to the City during the disaster recovery effort including but not be limited to:

a. Assist the City in the preparation of FEMA and State reports for reimbursement, including training of agency/department employees and review of documentation prior to submittal.
b. Work closely with State Emergency Management, FEMA, and other agencies to ensure debris collection, debris disposition, and all supporting data meet each agency's requirements for reimbursement eligibility.
c. Utilize City tracking documentation and/or provide approved collection/disposal tickets, field inspection stations and reports, and other required documentation to support and provide substantiation for FEMA, Federal, State and County reimbursement.
d. The Contractor shall conduct daily meetings with the City to provide updates on the status of operations, discuss issues/problems, and daily work schedules. The Contractor shall provide daily reports in a format approved by the City that detail the progress of the debris removal and disposal program. Such reports shall include a description of all areas where work was done detailing the street names beginning and ending cross streets and address blocks when applicable where debris removal was completed. The reports must also include the types and volumes of debris transported, reduced and disposed. The reports shall include issues requiring attention and other information requested by the City.
e. The Contractor shall maintain, in an approved and safe place at the site, one record copy of all load tickets, disposal tickets, field inspection reports and other data sufficient to provide substantiation of debris removal costs for Federal and State reimbursement applications along with Written Amendments, Change Orders, Work Change Directives, Change Orders and written interpretations and clarifications in good order and annotated to show all changes made during the execution of the work. These record documents, together with all approved samples, shall be available to the City for reference. Upon completion of the work, these record documents and samples shall be delivered to the City. Contractor shall also maintain copies for five (5) years after closeout of the FEMA grant.

Mobilization/Response

Within twenty-four (24) hours of the City being placed in the National Oceanic Atmospheric Administration five (5)-day hurricane forecast; the Contractor(s) shall contact the City regarding potential contract activation. Within twelve (12) hours of being issued TA orders from the City or when the winds subside to less than 39 miles per hour, whichever is later, the Contractor(s) shall mobilize equipment and resources in the City and be prepared to begin debris removal operations as directed by the City Debris Manager. As part of the Contractor's mobilization effort, the Contractor(s) shall provide an on-site office trailer for the duration of the project or as directed by the City.

Safety

The Contractor(s) shall be solely responsible for maintaining safety at all work sites including DMS(s) and debris collection sites. The Contractor(s) shall take all reasonable steps to insure safety for both workers and visitors to DMS(s) and debris collection sites. Safety at DMS(s) and debris collection sites includes traffic control such as traffic cones and flag personnel. The Contractor(s) will also be solely responsible to ensure that all OSHA requirements are met and a safety officer assigned to the project for the duration of this contract.

On-Site Project Manager

The Contractor(s) shall provide an on-site project manager to the City. The project manager shall provide a telephone number to the City with which he or she can be reached for the duration of the project. The project manager will be expected to have daily meetings with the City Debris Manager and/or City authorized representatives. Daily meeting topics will include, but not limited to, volume of debris collected, completion progress, City coordination and damage repairs. Frequency of meetings may be adjusted by the City Debris Manager. The Contractor(s)' project manager must be available twenty-four (24) hours a day, or as required by the City Debris Manager.

Equipment

a. All trucks and other equipment must be in compliance with all applicable local, state and federal rules and regulations. Any truck used to haul debris must be capable of rapidly unloading its load without the assistance of other equipment, be equipped with a tailgate that will effectively contain the debris during transport and permit the truck to be filled to capacity.
b. Sideboards or other extensions to the bed are allowable provided they meet all applicable rules and regulations, cover the front and both sides and are constructed in a manner to withstand severe operating conditions. The sideboards are to be constructed of two (2) inch by six (6) inch boards or greater and not to extend more than two (2) feet above the metal bedsides. Trucks or equipment certified with sideboards must maintain such sideboards and keep them in good repair. In order to ensure compliance, equipment will be inspected by the City's authorized representatives prior to its use by the Contractor(s).
c. Debris shall be reasonably compacted into the hauling vehicle. Any debris extending above the top of the bed shall be secured in place so as to prevent it from falling off. Measures must be taken to avoid the debris blowing out of the hauling vehicle during transport to a City approved DMS or a City Designated Final Disposal Site.
d. Trucks or equipment designated for use under this contract shall not be used for any other work. The Contractor(s) shall not solicit work from private citizens or others to be performed in the designated work area during the period of this contract. Under no circumstances will the Contractor(s) mix debris hauled for others with debris hauled under this contract.
e. Equipment used under this contract shall be rubber tired and sized properly to fit loading conditions. Excessive size equipment (100 cubic yards and up) and non- rubber tired equipment must be approved for use on the road by the City Debris Manager.
f. Hand loaded vehicles are prohibited unless pre-authorized, in writing, by the City Debris Manager, following the event. All hand-loaded vehicles will receive an automatic fifty percent (50%) deduction for lack of compaction.

Traffic Control

The Contractor(s) shall mitigate the impact of their operations on local traffic to the fullest extent practical. The Contractor(s) is responsible for establishing and maintaining appropriate traffic controls in all work areas,

including DMS(s) and debris collection sites. The Contractor(s) shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic in all work areas. All work shall be done in conformity with all applicable local, state and federal laws, regulations, and ordinances governing personnel, equipment and workplace safety. Any notification of a deficiency in traffic control or other safety items shall be immediately corrected by the Contractor(s). No further work shall take place until the deficiency is corrected. Neither the City Debris Manager nor the authorized representative shall sign any additional load or unit rate tickets until the safety item is corrected. The expense incurred by the Contractor for traffic control is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of scope of services.

Rapid Response Crew

Contractor(s) shall be required to provide the City with access to one or more Rapid Response Crews (RRC) as directed by the City. The purpose of the RRC is to respond immediately to disaster related debris piles as directed by the City Debris Manager or the City's authorized representative. The RRC assists in the overall cleanup effort by responding to and collecting disaster related debris which the City deems a priority for overall City recovery.

Work Hours

The Contractor(s) shall conduct those debris removal operations generating noise levels above that normally associated with routine traffic flow, during daylight hours only. Work may be performed seven (7) days per week. Adjustments to work hours, as local conditions may dictate, shall be coordinated between the City and the Contractor(s). Unless otherwise directed, the Contractor must be capable of conducting volumetric reduction operations at DMS locations on a twenty-four (24) hour, seven (7) days a week basis. Any work performed between dusk and dawn must have written authorization in advance from the City.

Production Rates For Debris

The recovery of the City is directly related to debris removal following an event. Expedited debris removal is the overarching goal whether or not FEMA has an increased federal cost share incentive available at the time of the event. The City will require Contractor(s) to define and commit to retain a level of resources to the project prior to issuing a TA.

Private Work

Neither the Contractor nor any subcontractors shall solicit work from private citizens or others to be performed in the designated work areas during the term of this agreement. The City reserves the right to require the Contractor to dismiss or remove from the project any workers or subcontractors as the City sees necessary. Any debris removal vehicles dismissed from the project must have their issued placard removed and destroyed.

Existing Utilities

a. Some trees and debris that are to be removed under this contract may be blocked or entangled with overhead power, telephone and television cables or underground water, sewer, reclaimed water, storm water, or gas utilities/structures. In this case, it shall be Contractor's responsibility to coordinate directly with the utility owners to arrange for the removal of the debris without damage to the overhead and underground utility devices. The Contractor(s) shall pay all such costs to the utility company for any adjustments.

b. The City may choose either to have the Contractor(s) make the necessary repairs or have the Contractor(s) pay all costs incurred to repair damaged utilities that are a result of the Contractor, as determined by the affected utility company. Repairs to all municipal and privately-owned utilities shall be made by the Contractor(s).

Debris Site Tower Specifications

a. The Contractor(s) shall provide as many towers as designated by the City at each DMS for the use of City authorized representatives during their inspection of dumping operations. If ingress and egress of a DMS is of significant distance that the City or its authorized representative are unable to verify the entering and exiting trucks, then the Contractor(s) may be required to provide a second tower. The inspection platform of the tower shall be constructed at a minimum height of ten (10) feet from surrounding grade to finish floor level, have a minimum eight (8) feet by eight (8) feet of usable floor area, be covered by a roof with two (2) feet overhangs on all sides and be provided with appropriate railings and a stairway. Platform shall be enclosed, starting from platform floor level and extending up four (4) feet on all four (4) sides. The expense incurred by the Contractor for the construction of towers is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of the scope of services.
b. Care shall be taken to place tower(s) at a sufficient distance away from any reduction/dumping operations. If necessary, dumping operations may be temporarily suspended by the City Debris Manager due to unsuitable conditions at the tower.

Facilities at DMS Locations

The Contractor(s) shall provide as many portable toilets as designated by the City at each DMS for the use of City authorized representatives during their inspection of dumping operations. The toilet shall be provided prior to start of any dumping operations and kept in a sanitary condition by the Contractor(s) throughout the duration of dumping operations. The expense incurred by the Contractor(s) for the operation of portable toilets is an overhead expense contemplated as part of the Contractor's compensation under the terms and conditions of the scope of services.

Ownership of Debris

All debris residing in the City ROW and City provided DMS(s) shall be the property of the City until final disposal at a properly permitted disposal site. The Contractor will submit all recycling proceeds to the City.

Environmental Protection

a. Any and all fluids or chemicals (work-related materials such as oil-dri, absorbents, etc.) used by the Contractor(s) must be used and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
b. Contractor(s) and subcontractors shall not perform maintenance on over-the-road equipment at DMSs. Maintenance of equipment that typically remain at the DMS (e.g., track hoes, front end loaders, grinders, etc.) may be conducted at the DMS provided best management practices are followed and all wastes are managed and disposed of in accordance with all rules and regulations of local, state and federal regulatory agencies.
c. The Contractor(s) shall, at its own expense, ensure that noise and dust pollution is minimized to comply with all local and state ordinances and the approval of the City Debris Manager. The Contractor(s) shall comply in a timely manner with all directions of the City Debris Manager regarding the use of a water truck or other approved dust abatement measures.
d. All water used shall be metered and meet City Cross Connection Control program requirements. The City may provide a hydrant meter apparatus with a backflow device if needed. The Contractor will be

responsible for the required deposits for the device. Charges for all utility service will be reimbursed by the City as a pass-through cost.

e. The Contractor(s) shall comply with all laws, rules, regulations and ordinances regarding environmental protection.
f. The Contractor(s) shall immediately report and document all incidents to the City Debris Manager or the authorized representative that affect the environmental quality of DMS(s) such as, but not limited to, hydraulic fluid leaks, oil spills or fuel leaks.
g. The Contractor must notify the City regarding any fluid or chemical spillage so that the City or its authorized representative can review and approve of the cleanup.

Documentation and Measurement

a. Proper documentation as required by Federal Highway Administration (FHWA), Federal Emergency Management Agency (FEMA) or other federal and state natural disaster response agency shall be provided for all debris removal operations to ensure reimbursement to the City from the appropriate agency.
b. Contractor is responsible for ensuring that all labor and equipment used for Emergency Push activities is certified and that logs are kept for starting days/times, ending days/times, and zones, areas, and streets worked.
c. All Contractor(s) trucks used for collection and hauling of Eligible debris from the City ROW, Citizen Drop Off Sites and Consolidated Collection Points to City approved DMSs or City Designated Final Disposal Sites shall be measured (inside bed measurements) and certified for cubic yard volume by the City or City- authorized representative. The Contractor shall provide a representative to attest to the certification/measuring process. It is the Contractor's responsibility to verify the accuracy of truck certifications within 48 hours of truck certification (and notify the City of any discrepancies). Placards will be attached to both sides of each certified truck and shall clearly state the truck measurement in cubic yards, Contractor name, assigned truck number, and other pertinent information, as determined by the City Debris Manager. If a vehicle is working under multiple contracts or for multiple communities, it must be re-certified and issued a new placard by a City authorized representative each time it returns to work from other contracts or communities.
d. The Contractor(s) is responsible for ensuring that all subcontractors maintain a valid driver's licenses and equipment legally fit for travel on the road.
e. The City or its authorized representative will use an automated debris management system for recording volumes of debris removal. A printed copy of each electronic ticket will be provided to the Contractor(s) for their records. Unit rate tickets will be provided by the City or its authorized representative for documenting unit rate services, such as hanger or leaning tree removal. Only tickets designated and approved by the City will be authorized for use.

1. Each ticket shall be used to document the location the disaster related debris was collected (i.e., street address) and the amount picked up, hauled, reduced and disposed of. Contractor(s) are responsible for ensuring all load and unit rate tickets capture location debris or work was completed, collection/disposal date, disposal location, percentage load call or measurement and City authorized representative name and signature. No payment will be made by the City for incomplete load or unit rate tickets submitted for payment.

2. Load tickets will be issued by an authorized representative of the City at the collection site. The City authorized representative will complete the applicable portion of the load ticket and provide one copy to the vehicle operator. Upon arrival at the DMS or City Designated Final Disposal Site, the vehicle operator will present the load ticket to the City authorized representative on site. Trucks with less than full capacities will be adjusted down by visual inspection. This determination will be made by the City authorized representative present at the DMS or City Designated Final Disposal Site. The City authorized representative will validate, enter the estimated debris quantity and sign the load ticket. The City will keep the original electronic copy, one (1) copy will be given back to the vehicle operator and one (1) copy will be provided to the Contractor.

3. Loads of processed (e.g., chipped) debris being hauled from a DMS to a City Designated Final Disposal Site will follow the same load ticket procedures. A City authorized representative will initiate the load ticket at the DMS.

4. The Contractor(s) shall give written notice of the location for work scheduled twenty-four (24) hours in advance.

Payment

a. The City, or its authorized representative, will monitor, verify and document with load tickets or unit rate tickets the completion of all work, as defined in the scope of work. The Contractor(s) will be provided with copies of this documentation. These documents will be used by the Contractor as backup data for invoice submittals. Work not ticketed or not authorized by the City, or its authorized representative, will not be approved for payment. Additionally, any ticket submitted for payment must be properly completed. Tickets missing loading address, truck number, certified capacity, collection monitor signature, disposal site, load call or disposal monitor signature will not be paid, nor will the City be responsible for unpaid incomplete tickets.

b. Private property debris removal operations will be invoiced separately from ROW collection removal operations. The City reserves the right to request additional invoice separation by debris type (C&D, vegetative debris, Household Hazardous Waste, etc.), program (ROW collection, Citizen Drop Off Site collection, Consolidated Collection Point collection, private property debris removal, etc.) and/or applicant(s). Following a Governor's declaration, the Contractor(s) may be tasked with removing debris from FHWA-ER funded roadways and segregating this debris from any debris removed from non FHWA-ER road segments.

c. Invoices shall be submitted to the City's authorized representative on a weekly or monthly basis as determined by the City. All invoices must be submitted with a hard copy of the invoice and an electronic copy (Microsoft Excel format) of the invoice detail. The invoice detail must consist of a tabular report listing all ticket information required by the City. Invoice detail submittals will be checked against City records. City records are the basis of all payment approvals. Only one hundred percent (100%) accurate and complete invoices shall be forwarded by the City authorized representative to the City for payment.

d. A ten percent (10%) retainage will be withheld from each reconciled invoice until the end of the project. In order to recover the retainage, the Contractor(s) must successfully complete, and receive a letter of completion from the City, for allwork zones. Retainage will be held until final reconciliation is complete. Portions of the retainage may be held by the City to repair damages caused by the Contractor(s) to public or private property.

e. No separate payment will be made for mobilization and demobilization operations or any travel per diem costs. These costs are to be included in the respective unit prices bid for debris removal and will not be adjusted based on the total amount of debris actually removed in the contract.

f. The Contractor is responsible for payment to all subcontractors utilized for the services rendered within this scope of work. The Contractor shall execute release waivers with all subcontractors to release the City from payment to subcontractors directly. The release waivers for all subcontractors shall be provided to the City prior to final retainage release.

g. Payment for disposal cost incurred by the Contractor(s) at City Designated Final Disposal Sites will be made at the cost incurred by the Contractor. The Contractor(s) must submit a copy of all applicable disposal site permits, a copy of the invoice(s) received by the City Designated Final Disposal Site, an electronic copy tabulating all scale or load tickets issued by the City Designated Final Disposal Site, and proof of Contractor

payment to the City Designated Final Disposal Site.

h. Contractor(s) must submit a final invoice within thirty (30) days of completion of scope of work. Completion of scope of work will be acknowledged, in writing, by the City Debris Manager. The final invoice must be marked “FINAL INVOICE” and no additional payments will be made after the Contractor’s final invoice.

i. In the event any portion of this scope of work is to be funded by State or Federal funds, the Contractor will comply with all requirements of the state or federal government applicable to the use of the funds. The City will only pay for those items deemed Eligible by FEMA or FHWA, unless the City otherwise agrees in writing.

j. The Contractor will retain all records pertaining to the services and the contract for these services and make them available to the City for a period of five (5) years after closeout of the FEMA grant.

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SECTION 4 – STANDARD PURCHASE DEFINITIONS

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

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

23. **Invitation to Bid (ITB) or Bid** means a formal request to prospective vendors requesting pricing for a specified Good or Service which has been advertised for Bid in a newspaper.
24. **Invitation to Negotiate (ITN)** means a formal request to prospective vendors requesting proposed specifications and pricing of a product and/or service which has been advertised for replies in a newspaper.
25. **Issues** means points, matters, or concerns to be addressed during negotiations.
26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.
27. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.
28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.
29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).
30. **Negotiator** is a member of the negotiation team.
31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.
33. **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** 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".)
58. **CONTRACTOR or Contractor** – the successful proposer(s)
59. **Construction & Demolition (C&D)** – Damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, pipe, concrete, fully cured asphalt, equipment, furnishings, and fixtures.
60. **Debris Management Team** – The team staffed by the City of Port Orange, Debris Monitoring Consultant and the CONTRACTOR.
61. **Debris Monitoring Consultant** – A Consultant retained by the City to manage administrative aspects of the recovery process including processing FEMA submittals.
62. **Debris** – **Scattered items and materials broken, destroyed, or displaced by a disaster. Example: trees, construction and** demolition material, personal property.
63. **Debris Removal** – The removal of debris from public rights-of-way and other City owned property and transport to the applicable Temporary Debris Storage and Reduction Site(s).
64. **Electronic Waste –** Electronics that contain hazardous materials such as cathode ray tubes.
65. **Eligible Debris -** All debris resulting from the incident required to be removed, hauled and disposed of including, but not limited to, the requirements listed in this Scope of Services.

66. **Emergency Operations Center (EOC)** - Located at the City of Port Orange Headquarters building, 4545 S Clyde Morris Blvd, Port Orange, Florida 32129.
67. **Hazardous Tree -** FEMA considers incident-damaged trees to be hazardous and eligible if the tree has a diameter of 6 inches or greater measured 4.5 feet above ground level, and the tree: has a split trunk; has a broken canopy; or is leaning at an angle greater than 30 degrees.
68. **Federal Emergency Management Agency (FEMA)** - Agency tasked with responding to, planning for, recovering from and mitigating against disasters.
69. **FHWA** – Federal Highway Administration
70. **FDEM** – Florida Division of Emergency Management
71. **Government Debris Management Sites** - Any site approved by the City for debris collection and/or reduction, including TDSRS and Citizen Disposal Sites.
72. **Hazardous and/or Toxic Waste (HTW)** - Including, but not limited to, mercury containing devices, soil contaminated with fuel, hydraulic oil or other hazardous materials, batteries, bio-hazardous material, any oil or fuel not intended to be used or recycled.
73. **Incident** - Each disaster for which an NTP is issued. In the event of multiple incidents occurring during ongoing recovery operations, the Contractor will not be paid for mobilization unless additional TDSRS are required due to the subsequent incident.
74. **Logistical Staging Area (LSA)** - City designated location for the staging of disaster recovery resources including, but not limited to, trucks, cranes, trailers, heavy equipment.
75. **Marine Debris** – Any material obstructing a canal or waterway, including lake debris.
76. **Mileage Radius** - TDSRS within a radius of the mileage ranges indicated.
77. **Monitoring Consultant -** The Consultant under contract with the City to provide oversight and management of disaster recovery and debris removal contractor.
78. **Mulch -** The end product of the chipping or grinding of wood products.
79. **Notice to Proceed (NTP)** - The official written notice from an authorized City official instructing the Contractor to proceed with disaster recovery and debris removal activities as specified.
80. **Project Manager -** The individual with the overall responsibility of directing and managing the Contractor's disaster recovery and debris removal activities.
81. **Putrescent Debris** – Any debris that will decompose or rot, such as animal carcasses and other fleshy organic matter.
82. **Right-of-Way (ROW)** - The land which the City has title to, or right of use, for the road and its structures and appurtenances.
83. **TDSRS** ***- Temporary Debris Storage and Reduction Site(s) (TDSRS) - Including citizensite(s), located at various points within the City for the gathering, storage and reduction of debris related to a severe weather event or any other natural or manmade disaster or emergency.***
84. **White Goods** – Including, but not limited to, refrigerators, air conditioners, washing machines, electric or gas clothes dryers, electric or gas water heaters.
85. **Work Sites** – Any location at which the Contractor is delivering contract services under the contract, including debris pickup sites and all approved Government Debris Management Sites.

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SECTION 5 – GENERAL TERMS AND CONDITIONS

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

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

1. ACCEPTANCE BY CITY

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

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 number 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 and City of Port Orange Website www.port-orange.org.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 the response from the successful bidder, 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 the response from the successful bidder, 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 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 from the successful bidder, 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

Results from the recommendation of the requesting departments 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 with and shall be governed by the provisions of the City's Purchasing Policy.

The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more Vendors; to reject any and all sealed bid 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 LOWEST Responsible Bidder(s) 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 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 to 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 will be determined through the Escalation/De-escalation provision.

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 City's representative and the Contractor. If the Contractor is found to be at fault, all repairs, restitution, or reimbursements to the City 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 LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER

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

a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.
b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.
c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.
d. The quality of performance of previous contracts.
e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.
f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.

g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.
i. The number and scope of conditions attached to the bid.
j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

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 they 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 nonresponse from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

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 any Bidder/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 contractoroffering such services to the 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

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

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

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

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

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

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

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

[Remainder of this page left intentionally blank]

Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
Required	Workers' Compensation The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions**. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	Contract Amount Limits Up to $10 million Statutory/$500,000 $10 - $20 million Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐If vessels involved, Jones Act coverage with limits of $500,000 required.
Required	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits: Combined Single Limit Bodily Injury and Property damage $1,000,000 occurrence $1,000,000 aggregate	☐When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Required	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits: Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. Additional Coverage:	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - $ To be determined.	
Required	Contractor Pollution Liability	Limits: Coverage - $1,000,000	
☐	Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
Required	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $25,000.00.**		
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods under $25,000.00.**		

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. 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.

60. 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.

61. 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.

62. 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.

63. 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.

64. 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.

65. 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.

66. OTHER AGENCIES

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).

67. PATENTS/COPYRIGHTS

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

68. 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. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

69. PREPARATION OF RESPONSES

In preparing Responses, the Bid Form, Certificate as to Corporate Principal, Public Entity Crimes Statement, Anti-Collusion Statement, Drug Free Preference Statement and FEMA Requirements Attachment, Certification Regarding Debarment, Suspension and Other Responsibility Matters, Conflict of Interest Disclosure, and Ethics Clause and Certification Regarding Lobbying for Contracts, Grants, Loans and Cooperative Agreements must be properly executed in ink.

Upon the prescribed Schedule of Unit Prices, all bid prices shall be written in ink, or electronically inputted 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 this solisataion. The Vendor shall sign their name and give their 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.

70. 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.

71. 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 initial term 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. Pricing on all transportation, freight, dray-age and other charges are to be prepaid by the contractor and included in the bid prices. 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.

72. PRODUCTS/ESTIMATES:

Quantities listed are estimates only and actual usage may be more or less. The City will pay only for actual quantities ordered and received. Order size will vary

73. 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.

74. 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.

75. 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.

76. PUBLIC RECORDS COMPLIANCE

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

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

b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

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

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

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

77. PUBLIC RECORDS/PUBLIC MEETINGS EXEMPTION STATEMENT

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

78. 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. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped FOB Destination 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. Non-conformance 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.

79. 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.

80. 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.

81. 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.

82. RECYCLED MATERIALS

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

83. REJECTING OF RESPONSES, REBIDDING

The City reserves the right to accept or reject any or all Responses or parts of Responses, to waive irregularities and technicalities, and to request re-bids. The City also reserves the right to award the contract on such items the City deems will best serve the interests of the City. The City further reserves the right to award the contract on a "split order" basis, or such combination as shall best serve the interests of the City unless otherwise specified. The City Council shall have the authority to reject any and all Responses. If the lowest and best Response exceeds the budgeted amount

and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

84. 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.

85. 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.

86. RIGHT OF NEGOTIATION RFP/RFSQ/ITN (n/a for ITB's)

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

87. 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.

88. 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.

89. RULES, REGULATIONS AND LICENSING REQUIREMENT

The Vendor shall comply with all laws, OSHA, EPA, 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.

90. 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.

91. 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.

92. 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.

93. 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.

94. SIGNED RESPONSE CONSIDERED AN OFFER

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

95. 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.

96. 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 4:30 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.

97. 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.

98. SUBCONTRACTING

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

99. 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.

100. 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.

101. 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.

102. 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.

103. TERMINATION CONVENIENCE - NOTICE

The City may terminate the Agreement at any time, without cause, upon notice to Bidder, in which case the following provisions shall apply: (A) The notice may be effective as of a date certain or may apply only after the delivery of certain enumerated deliverables; (B) The City shall pay to Bidder upon receipt of an invoice from Bidder otherwise complying with the Agreement, for any services in respect of a deliverable not yet delivered which have actually been performed by Bidder, pro-rated on a percentage completion basis based on Bidder's reconciliation of labor actually expended.

104. 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.

105. 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.

106. 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.

107. 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.

108. 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.

109. 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)

110. WARRANTIES

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

SECTION 6 – SPECIAL CONDITIONS

PRECEDENCE IN TERMS:

In the event of a conflict, the Special Terms and Conditions shall take precedence over all other sections.

PERIOD OF OFFER VALIDITY:

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

CONTRACT TERM / COMPLETION TIME:

The Contract shall be valid from the date the City executes the contract for a five (5) year period with one (1) additional five (5) year renewal option. Authorization for goods or services under the Contract will be in the form of a Notice to Proceed, Task Authorization or Purchase Order.

ESCALATION / DE-ESCALATION:

Bid prices shall remain firm for a period of the contract. The contract prices may be changed after the initial term for the following reasons: An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit. All written request for a price increase must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Manager 30 days prior to the scheduled renewal of the contract. Approval of each request shall be by written confirmation from the City Purchasing Manager. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

ELIGIBILITY OF BIDDER:

To be eligible to respond to this ITB, the bidder must have prior successful experience working with Disaster Debris Removal Disposal Service and the removal and lawful disposal of disaster-generated debris (other than household putrescible garbage) from public property and public rights-of-way, on site and at Temporary Debris Staging and Reduction Sites (TDSRS).

MINIMUM QUALIFICATIONS:

- Five (5) years of experience in Disaster Debris Removal and Disposal Services

CODE OF CONDUCT:

Vendors and their subcontractors or teaming partners, upon award, must provide and maintain a written code of standards governing the performance of their employees working on the projects or administering the contract. It shall be the sole responsibility of the "Prime Vendor" to maintain and provide a copy of sub or teaming partner's codes of conduct to the City of Port Orange upon request.

SOCIOECONOMIC CONTRACTING:

In compliance with 44 C.F.R. § 13.36 (e) the City of Port Orange encourages small and minority firms, women's business enterprises and labor surplus area firms to submit proposals. When "prime" vendors use subcontractors or teaming partners they must ensure that they adhere to 44 C.F.R. § 13.36 (e) and encourage the use of socioeconomic contracting. If subcontractors or teaming partners will be utilized, prime vendors must provide documentation of their attempt(s) to comply with the socioeconomic requirements of 44 C.F.R. when submitting a response to this ITB.

BIDDER/PROPOSAL SECURITY:

Due to the nature of this ITB and in accordance with FEMA ATTACHMENT in Section 7, a bid bond is necessary.

PERFORMANCE AND PAYMENT BOND:

The Contractor shall furnish to the City, prior to the commencement of operations, a Performance and Payment Bond in an amount equal to the value established within an issued Purchase Order and/or Task Authorization, which bond shall be conditioned upon the successful completion of all work, labor, services, materials to be provided and furnished, and the payment of all subcontractors, materials and laborers. If the value of the contracted work increases, the Contractor shall be required to provide an updated Performance and Payment Bond in an amount equal to the new value.

NON-EXCLUSIVITY OF CONTRACT:

The selected Bidder 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.

AWARDS:

The recommendation from the requesting department 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 with and shall be governed by the provisions of the City's Purchasing Policy.

The City of Port Orange City Council reserves the right to make award(s) by individual sections, groups, all or none, or a combination thereof, with one or more bidders; to reject any and all sealed bid proposals, or to waive any informality or technicality in sealed bid 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, sealed bid proposal or quote for purchase of services and goods by the City of Port Orange.

SUBCONTRACTING:

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

BIDDER/PROPOSER'S PRODUCT OR SERVICES:

The Bidder/Proposer'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.

If the Bidder/Proposer's is contracted to provide services, such services shall be fully satisfactory to the City as determined by the City.

The Bidder/Proposer's 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 Bidder/Proposer's.

In furnishing the service or product to the City, the Bidder shall comply with all federal, state, county laws, city rules, OSHA, and EPA 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.

LITERATURE (if applicable):

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

[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 – Authorized Signatures/Negotiators

_____Form 7.8 – Statement of Vendor's Qualifications

_____Form 7.9 – Professional References for Previous Experience

_____Form 7.10 – Certificate as to Corporate Principal

_____Form 7.11 – Listing of Subcontractors

_____FEMA ATTACHMENTS

_____Attachment 1 – Bid Proposal

_____Copy of License (Contractor, Sunbiz, etc.)

_____BID BOND

_____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 by means of ___ physical presence or ____ online notarization, this _____ day of _____, 20__, by _____, as _____ of _____, a _____. He or she is ____ personally known or ____ 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 7.3 – 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:

* *

_____
Name of Business

By:_____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of_____physical presence or _____online notarization, this_____day of_____, 20___, by_____who is personally known to me or who produced_____as identification.

My Commission Expires: _____

_____
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 _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20___, by _____ who is personally known to me or who produced _____ as identification.

My Commission Expires: _____

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

This document must be completed and returned with your Submittal

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, personallyappeared 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 _____

The foregoing instrument was acknowledged before me by means of_____physical presence or _____online notarization, this_____day of_____, 20___, by_____who is personally known to me or who produced_____as identification.

My Commission Expires: _____

_____
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 – AUTHORIZED SIGNATURES/NEGOTIATORS

The Vendor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor will be duly bound:

Name	Title	Phone #
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

_____
(Authorized Signature)

_____
(Print Name of Authorized Signature)

This document must be completed and returned with your Submittal

FORM 7.8 – STATEMENT OF VENDOR'S QUALIFICATIONS

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.

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 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 _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this _____ day of _____, 20___, by _____ who is personally known to me or who produced _____ as identification.

My Commission Expires: _____

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

This document must be completed and returned with your Submittal

FORM 7.9 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Vendor proposes that they are 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 three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

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 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The bidder proposes that they are qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract and as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract. The Owner reserves the right to check references and confirm information provided herein.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1					
2					
3					

This document must be completed and returned with your Submittal.

FORM 7.10 – CERTIFICATE AS TO CORPORATE PRINCIPAL

I,_____, certify that I am the_____secretary of the corporation named as Principal in the within Bid Bond; that _____ _____, who signed the said Bid Bond on behalf of the Principal, was then of said corporation; that I know his signature, and his signature thereto is genuine; and that said Bid Bond was duly signed, sealed and attested for in behalf of said corporation by authority of its governing body.

_____
Signature

AFFIX CORPORATE SEAL

This document must be completed and returned with your Submittal

FORM 7.11 – LISTING OF SUBCONTRACTORS

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. The successful Vendor shall not substitute subcontractors without approval from the City of Port Orange Department Head. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FEMA ATTACHMENT

Either this solicitation is fully or partially Grant funded. The City will seek reimbursement from FEMA. Contractor shall comply with the clauses as enumerated below.

1. Contractor Compliance: This is an acknowledgement that FEMA financial assistance will be used to fund the agreement. The Contractor will comply with all applicable federal laws, regulations, and Executive Orders, including FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with FEMA.

2. Drug Free Workplace Requirements: Drug-free workplace requirements in accordance with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). All contractors entering into Federal funded contracts over $100,000 must comply with the Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988.

3. Conflict of Interest: The Contractor must disclose in writing any potential conflict of interest to the City or pass-through entity in accordance with applicable Federal policy. Additionally, the award hereunder is subject to the provisions of Chapter 112, Florida Statutes. (***See Appendix Conflict of Interest Disclosure Certification***)

4. Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.(***See Sworn Statement on Public Entity Crimes***)

5. Utilization of Minority and Women Firms (M/WBE): The Contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the Contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the Contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the Contractor has established delivery schedules, where permitted, to encourage such businesses to respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal.

6. Equal Employment Opportunity:

a. The Contractor will not discriminate against any employee or applicant for

employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c. The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

d. The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the Contractor's noncompliance with the nondiscrimination clauses of the contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or

by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

h. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided that if the Contractor so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

7. Davis-Bacon Act: If applicable to the contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and

3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. If the grant award contains Davis Bacon provisions, the City will place a copy of the current prevailing wage determination issued by the Department of Labor in the solicitation document. The decision to award a contract shall be conditioned upon the acceptance of the wage determination.

(See Prevailing Wage Determination by the Department of Labor

8. Copeland Anti Kick Back Act:

a. Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3, if applicable, which are incorporated by reference into the contract.

b. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

c. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12."

9. Contract Work Hours and Safety Standards Act

a. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

b. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (a) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph a. of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph

a. of this section.

c. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph b. of this section.

d. Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph a. through d. of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs a. through d. of this section.

10. Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387): as amended—The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

11. Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), ‘‘Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor shall certify compliance. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts.**(See Appendix Certification Regarding Debarment, Suspension, and Other Responsibility Matters)**

12. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractor agrees to

comply with this provision. Contractor shall file the required certification.

(See Appendix Ethics Clause and Certification Regarding Lobbying For Contracts, Grants, Loans and Cooperative Agreements).

13. Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of ‘‘funding agreement’’ under 37 CFR § 401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ‘‘funding agreement,’’ the Contractor must comply with the requirements of 37 CFR Part 401,‘‘Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,’’ and any implementing regulations issued by the awarding agency.

14. Procurement of Recovered Materials: Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of the contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA’s Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive- procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

15. Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to the contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in the contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

16. Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in the agreement.

17. Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

18. Termination for Default or Convenience: Please see the contract attached to this solicitation.

19. Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

20. Prohibition on utilization of cost plus a percentage of cost contracts: The City will not award contracts containing Federal funding on a cost plus percentage of cost basis.

21. Prohibition on utilization of time and material type contracts: The City will not award contracts based on a time and material basis unless the strict federal requirements regarding time and material contract are met.

22. DHS Seal, LOGO, and Flags The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

[Remainder of this page intentionally left blank]

As the person authorized to sign this statement, I certify that this contractor complies/will comply fully with the above requirements.

STATE OF _____
COUNTY OF _____

Contractor/Firm: _____

Date:_____

By:_____
Printed Name/Title:_____
_____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ____ online notarization, this _____ day of _____, 20__, by _____, as _____ of _____, a _____. He or she is ____ personally known or ____ produced _____as identification.

_____
Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

APPENDIX: CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

PRIMARY COVERED TRANSACTIONS

1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
   a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
   b) Have not within a three-year period preceding this been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
   c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
   d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

STATE OF _____ **Contractor/Firm:** _____
COUNTY OF _____

Date:_____ By:_____
Printed Name/Title:_____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ____ online notarization, this _____ day of _____, 20__, by _____, as _____ of _____, a _____. He or she is ____ personally known or ____ produced _____as identification.

_____
Notary Public, State of _____

Printed, typed or stamped name, commission and expiration

APPENDIX : CONFLICT OF INTEREST DISCLOSURE

The award hereunder is subject to the provisions of Chapter 112, Florida Statutes. Contractor must disclose with their proposals whether any officer, director, employee or agent is also an officer or an employee of the City. All firms must disclose the name of any City officer or employee who owns, directly or indirectly, an interest in the Contractor's firm or any of its branches or affiliates. All Contractor must also disclose the name of any employee, agent, lobbyist, previous employee, or other person, who has received or will receive compensation of any kind, or who has registered or is required to register under Section 112.3215, Florida Statutes, in seeking to influence the actions of the Council in connection with this procurement.

Names of Officer, Director, Employee or Agent that is also an Officer or Employee of the City:

_____ _____

_____ _____

Name of Officer or Employee that owns any interest in Contractor's firm:

_____ _____

_____ _____

STATE OF _____
COUNTY OF _____

Contractor/Firm: _____

Date:_____

By:_____
Printed Name/Title:_____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ____ online notarization, this _____ day of _____, 20__, by _____, as _____ of _____, a _____. He or she is ____ personally known or ____ produced _____as identification.

_____
Notary Public, State of _____

Printed, typed or stamped name, commission and expiration

APPENDIX: ETHICS CLAUSE AND CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENT

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The Contractor, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

STATE OF _____ **Contractor/Firm:** _____
COUNTY OF _____

Date:_____ By:_____
Printed Name/Title:_____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ____ online notarization, this _____ day of _____, 20__, by _____, as _____ of _____, a _____.
He or she is ____ personally known or ____ produced _____as identification.

_____
Notary Public, State of _____

Printed, typed or stamped name, commission and expiration

AFFIDAVIT REGARDING WORKERS' COMPENSATION

IMPORTANT

This certificate must be completed and returned by the Awarded Vendor, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

State of _____

County of _____

I, _____, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the _____ Company, under the terms of Policy Number _____ for a period from _____, 20___ to _____, 20___.

WITNESS:
By: _____
Name: _____

CONTRACTOR:
Company: _____
By: _____
Name/Title: _____

Sworn to and subscribed before me this ___ day of _____, 20___.
My Commission Expires: _____

_____
Notary Public

_____
Notary Public Printed Name

CERTIFICATE OF INSURANCE
FOR WORKERS' COMPENSATION

IMPORTANT

This certificate must be completed and returned by the Awarded Vendor, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage. This certificate must be completed by a duly authorized official of the Insurance Company carrying the risk, or a separate certificate of similar context executed On Insurance Company's Standard Form may be attached hereto.

This is to certify that _____, Company has issued to _____, of the City of _____, State of _____, the following policy or policies:

Workers' Compensation and Employer's Liability Policy No. _____
Effective on _____, 20____, and expiring on _____, 20____.
Description of limits: _____
_____

If at any time this coverage is to be cancelled, the undersigned will notify the insured and the _____ in writing thirty (30) days prior to cancellation of policy.

WITNESS:
By: _____
Name: _____

INSURANCE COMPANY:
Company: _____
By: _____
Name/Title: _____

BID COST/FEE PROPOSAL

https://portorange.sharepoint.com/:f:/g/pch/Eo4IXpvUOZxGiSKX35y-EAIBsBYvAC4GIEi0Ob7D1OSPJQ?e=vJoQW2

This document must be completed and returned with your Submittal

BID COST/FEE PROPOSAL:

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING
BID FORM
CITY OF PORT ORANGE
ITB #20-06
Disaster Debris Removal and Disposal Services FEMA
Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission

Instruction to save Attachment from DemandStar website:
Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells electronically.

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

NAME OF BUSINESS:	
CONTACT PERSON:	
EMAIL ADDRESS:	
AUTHORIZED SIGNATURE:	

Proposal Pricing

Item No	Description	Mileage Radius	Estimated Quantity	Unit of Measure	Unit Price	Total Price
1A						
1	Removal, loading, hauling, of all eligible debris and/or residue from designated work zones to the TDSRS as specified	0-15 miles	850,000	Cubic Yards	$ -	$ -
2		16-30 miles	250,000	Cubic Yards	$ -	$ -
3		31-60 miles	50,000	Cubic Yards	$ -	$ -
					TOTAL ESTIMATED COST ITEM 1A (Items 1 thru 3):	$ -
1B						
4	Citizen Site Storage, Processing, Management, and Hauling and Final Disposal	N/A	10,000	Cubic Yards	$ -	$ -
					TOTAL ESTIMATED COST ITEM 1B (Item 4):	$ -
1C						
5	Management and Processing of all eligible debris and/or residue at the TDSRS	N/A	1,150,000	Cubic Yards	$ -	$ -
					TOTAL ESTIMATED COST ITEM 1C (Item 5):	$ -
1D						
6	Remove, load, haul and final disposal of all eligible debris and/or residue to a designated and authorized landfill or recycling facility from the TDSRS	0-15 miles	7,500	Tons	$ -	$ -
7		16-30 miles	7,500	Tons	$ -	$ -
8		31-60 miles	9,500	Tons	$ -	$ -
9		61-90 miles	19,000	Tons	$ -	$ -
10		91+ miles	19,000	Tons	$ -	$ -
					TOTAL ESTIMATED COST ITEM 1D (Items 6 thru 10):	$ -
				TOTAL ESTIMATED COST ITEMS 1A, 1B, 1C, & 1D (Items 1 thru 10):		$ -

Item No	Description	Diameter	Estimated Quantity	Unit of Measure	Unit Price	Total Price
2A						
11	Hazardous Stumps, as specified (To include any fill dirt and seeding required to level and restore the removal area)	25" to 48"	500	Each	$ -	$ -
12		Greater than 48"	500	Each	$ -	$ -
					TOTAL ESTIMATED COST ITEM 2A (Items 11 & 12):	$ -
2B						
13	HAZARDOUS LIMBS (To include removal and disposal of hazardous hanging limbs)	Greater than 2"	50,000	Each	$ -	$ -
					TOTAL ESTIMATED COST ITEM 2B (Item 13):	$ -
2C						
14	HAZARDOUS TREE REMOVAL & LEANERS (To include removal of eligible hazardous trees and leaners from the ROW and be properly disposed of as eligible debris)	6" to 12.99"	750	Each	$ -	$ -
15		13" to 24.99"	500	Each	$ -	$ -
16		25" to 36.99"	375	Each	$ -	$ -
17		37" to 48.99"	250	Each	$ -	$ -
18		Greater than 49"	100	Each	$ -	$ -
					TOTAL ESTIMATED COST ITEM 2C (Items 14 thru 18):	$ -
				TOTAL ESTIMATED COST ITEMS 1A, 1B, & 1C (Items 11 thru 18):		$ -

Item No	Description		Estimated Quantity	Unit of Measure	Unit Price	Total Price
3	Demolition of structures and processing of structural construction debris and materials (To include all manpower, equipment, materials, environmental mitigation, etc., as specified)					
19	Demolish/Dispose of Predominately Concrete Block Structure		5,000	Cubic Yards	$ -	$ -
20	Demolish/Dispose of Predominately Wood Frame Structure		5,000	Cubic Yards	$ -	$ -
21	Demolish/Dispose of Predominately Metal/Steel Structure		5,000	Cubic Yards	$ -	$ -
22	Demolish/Dispose of Surface Improvements (Pool Deck, Driveways, Sidewalks, Slabs)		5,000	Cubic Yards	$ -	$ -
23	Septic Tank Abandonment and Removal		2	Each	$ -	$ -
24	Demolish and Remove Above-Ground Pool, Empty or Filled with Water		750	Square Feet	$ -	$ -
25	Excavate Dirt, Demolish and Remove In-Ground Concrete Pool Filled with Dirt		15,000	Square Feet	$ -	$ -
26	Excavate Dirt, Demolish and Remove In-Ground Fiberglass Pool Filled with Dirt		15,000	Square Feet	$ -	$ -
					TOTAL ESTIMATED COST ITEM 3 (Items 19 thru 26):	$ -
4						
27	Parks Site Removal, Loading, Hauling, Storage, Processing, Management, Hauling and Final Disposal		20,000	Cubic Yards	$ -	$ -
					TOTAL ESTIMATED COST ITEM 4 (Item 27):	$ -
				TOTAL ESTIMATED COST ITEMS 1A, 1B, 1C, 1D, 2A, 2B, 2C, 3 AND 4 (Items 1 thru 27):		$ -

This document must be completed and returned with your Submittal

BID COST/FEE PROPOSAL: The additional rates requested will be ordered at the unit prices provided should they be needed by the City below. They will not be a factor in the evaluation cost

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING
BID FORM
CITY OF PORT ORANGE
ITB #20-06
Disaster Debris Removal and Disposal Services FEMA
Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission

Instruction to save Attachment from DemandStar website:
Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells electronically.

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

NAME OF BUSINESS:	
CONTACT PERSON:	
EMAIL ADDRESS:	
AUTHORIZED SIGNATURE:	

Proposal Pricing

Item No	Description	Hourly Rate/Unit of Measure	Daily Rate/Cost
A	Equipment/Personnel/Supplies (All hourly/day equipment rates shall include operator, fuel and maintenance costs)		
1	35 Ton Crane, Grove GMK2035, or Equal	$ -	$ -
2	Stump Grinder, Vermeer SC752 or Equal	$ -	$ -
3	Stump Grinder, Vermeer SC60TX or Equal	$ -	$ -
4	Trackhoe, John Deere 200LC or Equal	$ -	$ -
5	Wheel Loader, John Deere 644 or Equal	$ -	$ -
6	Dozer, Caterpillar D-6R or Equal	$ -	$ -
7	Front End Loader, John Deere 544 or Equal	$ -	$ -
8	Rubber Tire Backhoe, John Deere 410G or Equal	$ -	$ -
9	Motor Grader, John Deere 670 or Equal	$ -	$ -
10	Skid Steer Loader, 2,700 lb. Lift Capacity w/ Grapple Bucket	$ -	$ -
11	Tractor with Box Blade	$ -	$ -
12	50' Bucket Truck	$ -	$ -
13	Equipment Transport (Tractor w/50 ton Lowboy Trailer)	$ -	$ -
14	5-14 Cubic Yard Dump Truck	$ -	$ -
15	15-24 Cubic Yard Dump Truck	$ -	$ -
16	25-34 Cubic Yard Dump Truck	$ -	$ -
17	35-44 Cubic Yard Dump Truck	$ -	$ -
18	45-54 Cubic Yard Dump Truck	$ -	$ -
19	55-64 Cubic Yard Dump Truck	$ -	$ -
20	65-74 Cubic Yard Dump Truck	$ -	$ -
21	75+ Cubic Yard Dump Truck	$ -	$ -
22	Tub Grinder, Diamond Z or Equal	$ -	$ -
23	Water Truck (2,000 Gallon)	$ -	$ -
24	Pickup Truck	$ -	$ -
25	Pickup Truck, Extended Cab	$ -	$ -
26	Pickup Truck, 4X4	$ -	$ -
27	Pickup Truck, 1 Ton	$ -	$ -
28	Box Truck	$ -	$ -
29	Passenger Car	$ -	$ -
30	20' Response Trailer	$ -	$ -
31	36' Response Trailer	$ -	$ -
32	Office Trailer	$ -	$ -
33	Flatbed Trailer, 10 Ton w/Pintle Hitch	$ -	$ -
34	12' Work Boat w/Motor	$ -	$ -
35	12' Work Boat wo/Motor	$ -	$ -
36	Vacuum Truck/Jetter, 3,500 Gallon	$ -	$ -
37	Grapple/Knuckleboom Truck, 24 cu. yd.	$ -	$ -
38	30 Yard Roll Off Containers	$ -	$ -

This document must be completed and returned with your Submittal

BID COST/FEE PROPOSAL: The additional rates requested will be ordered at the unit prices provided should they be needed by the City below. They will not be a factor in the evaluation cost

39	Crew Cab	$ -	$ -
40	Personal Protective Equipment Level A, DuPont TK554T, or equal	$ -	$ -
41	Personal Protective Equipment Level B, DuPont TK555T, or equal	$ -	$ -
42	Personal Protective Equipment Level C	$ -	$ -
43	Cascade Air System	$ -	$ -
44	Air Filtration Panel	$ -	$ -
45	Airline Respirator (includes 150' of Airline), Scott 4500PSI, or equal	$ -	$ -
46	High Hazard Personnel Decontamination, TV1, or equal	$ -	$ -
47	Low Hazard Personnel Decontamination, HydroTherm #4, or equal	$ -	$ -
48	Portable Eyewash Station	$ -	$ -
49	First Aid Station	$ -	$ -
50	Personnel Retrieval System	$ -	$ -
51	Personnel Retrieval Harness	$ -	$ -
52	Combustible Gas Indicator, Ion Science, or equal	$ -	$ -
53	Toxic Gas Detector, Ion Science, or equal	$ -	$ -
54	Photoionization Detector	$ -	$ -
55	Hazmat Kit	$ -	$ -
56	Hand Auger, Stainless Steel	$ -	$ -
57	Mechanized Broom	$ -	$ -
58	Hand Operated Transfer Pump	$ -	$ -
59	1" Diaphragm Pump	$ -	$ -
60	2" Diaphragm Pump	$ -	$ -
61	2" Diaphragm Pump S.S.	$ -	$ -
62	3" Diaphragm Pump	$ -	$ -
63	6" Diaphragm Pump	$ -	$ -
64	1" Suction or Discharge Hose	$ -	$ -
65	2" Suction or Discharge Hose	$ -	$ -
66	3" Suction or Discharge Hose	$ -	$ -
67	6" Suction or Discharge Hose	$ -	$ -
68	2" Chemical Suction or Discharge Hose	$ -	$ -
69	3" Chemical Suction or Discharge Hose	$ -	$ -
70	6" Chemical Suction or Discharge Hose	$ -	$ -
71	Small Compressor	$ -	$ -
72	185 CFM Compressor	$ -	$ -
73	Air-hose Section	$ -	$ -
74	Portable Light Stand	$ -	$ -
75	Diesel Powered Generator, 60kw - 80kw, 3 phase, 240/480 volt, trailer mounted, including 50' of cabling w/plug	$ -	$ -
76	Electrical Cable Section (50')	$ -	$ -
77	Spike Bar	$ -	$ -
78	Airless Spray	$ -	$ -
79	Pressure Washer	$ -	$ -
80	Floating Environmental Screens	$ -	$ -
81	Environmental Mats	$ -	$ -
82	Water hose Section (Garden)	$ -	$ -
83	Cutting Torch	$ -	$ -
84	Wire Welder	$ -	$ -
85	Air Blower	$ -	$ -
86	HEPA Vac	$ -	$ -
87	Barrel Cart	$ -	$ -
88	Wheelbarrow	$ -	$ -
89	Oil Dry Spreader	$ -	$ -
90	Traffic Control Vest, Cones, Flags, Barrels, etc.	$ -	$ -
91	Drill with Bits	$ -	$ -
92	Grounding Cable and Rod	$ -	$ -

BID COST/FEE PROPOSAL: The additional rates requested will be ordered at the unit prices provided should they be needed by the City below. They will not be a factor in the evaluation cost

93	Circular Saw	$ -	$ -
94	Hand Tools Per Employee (Shovels, brooms, etc.)	$ -	$ -
95	Tool Kit (Hammers, Pliers, Screwdrivers, etc.)	$ -	$ -
96	Wrench Kit (Bung wrench, speed wrench, etc.)	$ -	$ -
97	Step Ladder	$ -	$ -
98	Extension Ladder	$ -	$ -
99	Photographic Equipment	$ -	$ -
100	Portable Toilet	$ -	$ -
101	Level A Suit, DuPont RS562T	$ -	$ -
102	Level B Suit, DuPont C3123T	$ -	$ -
103	Level C Suit, DuPont C2127T	$ -	$ -
104	Proshield, DuPont NG127s, or equal	$ -	$ -
105	Saranex, DuPont SL127T, or equal	$ -	$ -
106	Acid Suit	$ -	$ -
107	Rain Suit	$ -	$ -
108	Noeprene Gloves, pair	$ -	$ -
109	Nitrile Gloves, pair, 15 mil, 13"	$ -	$ -
110	Silvershield Gloves, pair	$ -	$ -
111	PVC Gloves, pair	$ -	$ -
112	Cotton or Latex Gloves, pair	$ -	$ -
113	Leather Work Gloves, pair	$ -	$ -
114	PVC Boots (Hazmat), pair	$ -	$ -
115	Boot Covers, pair	$ -	$ -
116	Hearing Protection	$ -	$ -
117	Detector Tubes	$ -	$ -
118	pH Paper	$ -	$ -
119	Spill Classifier	$ -	$ -
120	Vehicle Use – Pickup, Vans, Cars	$ -	$ -
121	Vehicle Use – Trailers, Heavy Trucks	$ -	$ -
122	SCBA Bottle Refill	$ -	$ -
123	Respirator Airline, 50' Section	$ -	$ -
124	Respirator Cartridges	$ -	$ -
125	Handheld Radios	$ -	$ -
126	5"X10' Absorbent Boom- Petroleum, CEP-WB510, or equal	$ -	$ -
127	8"X10' Absorbent Boom – Petroleum, CEP- WB810, or equal	$ -	$ -
128	3"X12' Absorbent Boom – Universal, CEP- HAZSOCIO, or equal	$ -	$ -
129	Absorbent Pads Bundle – Petroleum, CEP- WP100H, or equal	$ -	$ -
130	Absorbent Pads Bundle – Universal, CEP- OPP15, or equal	$ -	$ -
131	Oil Dry, CEP-FLAB50, or equal	$ -	$ -
132	Peat Moss, CEPEXSORB, or equal	$ -	$ -
133	Vermiculite, CEP-VERM4, or equal	$ -	$ -
134	Soda Ash Bag, CEP-SODASH, or equal	$ -	$ -
135	4 mil 20X100 Polyethylene	$ -	$ -
136	6 mil 20X100 Polyethylene	$ -	$ -
137	6 mil Bags	$ -	$ -
138	Duct Tape, roll	$ -	$ -
139	55 – Gallon Drum, CEP-SD55THNEW, or equal	$ -	$ -
140	55 – Gallon Drum Liners, 10 mil	$ -	$ -
141	Fiber Drums, CEP-FIB30L, or equal	$ -	$ -
142	30 Gallon Over-pack, CEP-1230YE, or equal	$ -	$ -
143	95 Gallon Poly Over-pack, CEP1237YE, or equal	$ -	$ -
144	DOT Hazardous Waste Labels	$ -	$ -
145	Fire Extinguisher	$ -	$ -
146	Caution/Hazard Tape	$ -	$ -

BID COST/FEE PROPOSAL: The additional rates requested will be ordered at the unit prices provided should they be needed by the City below. They will not be a factor in the evaluation cost

147	Respirator Wipes	$ -	$ -
148	Kappler ChemTape, 10' roll	$ -	$ -
149	Tarps, (12 x 16) Each	$ -	$ -
150	Tarps, (8 x 10) Each	$ -	$ -
151	Tarps, (20 x 24) Each	$ -	$ -
152	Bottled Drinking Water, 1 gallon	$ -	$ -
153	Packaged Ice, pound	$ -	$ -
154	Meals Ready to Eat, each	$ -	$ -
155	Climber with Gear	$ -	$ -
156	Superintendent with Truck	$ -	$ -
157	Foreman with Truck	$ -	$ -
158	Operator with Chainsaw	$ -	$ -
159	Survey Personnel with Vehicle	$ -	$ -
160	Traffic Control Personnel	$ -	$ -
161	Inspector with Vehicle	$ -	$ -
162	Safety Superintendent	$ -	$ -
163	Laborer	$ -	$ -
164	Project Coordinator	$ -	$ -
165	Field Hazardous Material Manager	$ -	$ -
166	Hazardous Material Containment Area Manager	$ -	$ -
167	Field Project Supervisor	$ -	$ -
168	Hazardous Material Containment Area Supervisor	$ -	$ -
169	Field Project Foreman	$ -	$ -
170	Hazardous Material Containment Area Foreman	$ -	$ -
171	Field Hazardous Material Technician	$ -	$ -
172	Hazardous Material Containment Area Technician	$ -	$ -
173	Health and Safety Specialist	$ -	$ -
174	Project Engineer	$ -	$ -
175	Project Geologist	$ -	$ -
176	Chemist	$ -	$ -
177	Regulatory Manager	$ -	$ -
178	Equipment Operator	$ -	$ -
179	Asbestos Abatement Supervisor	$ -	$ -
180	Asbestos Abatement Worker	$ -	$ -
181	Asbestos Inspector	$ -	$ -
182	Truck Driver	$ -	$ -
183	Administrative Assistant	$ -	$ -
184	Clerical	$ -	$ -

Item No	Description	Unit of Measure	Unit Price
B	FEE SCHEDULE, OTHER SERVICES		
1	Storm Sewer Cleaning	Foot	$ -
2	White Goods, as specified	Each	$ -
3	Freon Recovery, as specified	Pound	$ -
4	Putrescent Debris Removal and Disposal	Pound	$ -
5	Fill Dirt	Cubic Yard	$ -
6	Construction & Demolition Debris	Ton	$ -
7	Marine Debris Removal	Cubic Yard	$ -
8	Sand Bag Collection	Each	$ -
9	Ash Disposal	Ton	$ -
10	Hazardous and/or Toxic Waste Disposal	Ton	$ -

BID BOND

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____, (hereinafter called "PRINCIPAL"), and _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____ (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of _____ dollars and (_____)/100 ($_____), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated _____, 20___, for:

Project Name / Bid No.:

Project Address:

Legal Description: N/A

Description of Work:

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

CITY OF PORT ORANGE
CONTRACT FOR SERVICES

This Contract for Services ("Contract" or "Agreement") is entered into this ____ day of _____, **20__**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, a _____ corporation whose principal address is _____ ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. *Provision of Services*

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

(i) _____

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

Term: The term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue until _____ (the "Term").

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

Time and Essence: Contractor acknowledges that time is of the essence for the performance of the Task Authorization, Notice to Proceed or Purchase Order issued hereunder.

2. Authorization for Services: This Contract standing alone does not authorize the performance of any work or services to be provided by the Contractor or require the City to place any orders for work or service. Authorization for performance of services by the Contractor under this Contract shall be in the form of a written Task Authorization(s) issued and executed by the City and signed by the Contractor. A sample Task Authorization is attached hereto as Exhibit "__." Contractor agrees to review, execute, and return an executed copy of the Task Authorization and a bond via facsimile or e-mail within 36 hours of City's delivery. If the contract is for goods: This Contract standing alone does not authorize the purchase of any goods or require the City to place any orders for goods. Authorization for the purchase of goods from Contractor under this Contract shall be upon issuance of a Notice to Proceed and a written Purchase

SAMPLE

Order issued and executed by the City. The City reserves the right to contract with other parties for the goods and services contemplated by this Contract, as determined in the City's sole and absolute discretion.

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

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

(a) Front Page for Bond (F.S. § 255.05)

(b) Combination Payment and Performance Bond (F.S. § 255.05)

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

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

7. *Termination for Convenience of the City*

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

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

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

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

SAMPLE

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

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

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

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 24 of this contract concerning disputes.

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

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

10. *Examination of Records*

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after closeout of the FEMA grant , have access to and the right to examine and

SAMPLE

copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

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

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

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

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

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

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

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

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

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

12. *Termination for Non-Appropriation of Funds*

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

SAMPLE

accordance with this Section, the City shall be liable only for payments due through the date of termination.

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

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

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

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

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

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

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation

SAMPLE

to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions**. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit (Exhibit A).	Contract Amount Limits Up to $10 million Statutory/$500,000 $10 - $20 million Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐If vessels involved, Jones Act coverage with limits of $[illegible]00,000 required.
☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits: Combined Single Limit Bodily Injury and Property damage $1,000,000 occurrence $1,000,000 aggregate	☐When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits: Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	

SAMPLE

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

SAMPLE

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

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

16. *Modifications or Changes to this Contract*

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

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

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

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

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

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

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

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

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

21. *Inspection*

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of

SAMPLE

correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

22. *Liability for Loss or Damage*.

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

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

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

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

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

SAMPLE

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

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

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

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

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

28 *Compliance with Other Federal Standards.*

(a) Compliance with Federal Laws, Regulations and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund the agreement. The Contractor will comply with all applicable federal laws, regulations, and Executive Orders, including FEMA policies, procedures, and directives. The Contractor shall comply with all uniform administrative requirements, cost principles, and audit requirements for federal awards. Contractor shall ensure that all subcontracts comply with FEMA.

(b) Fraud and False or Fraudulent or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractors' actions pertaining to this agreement.

(c) Drug Free Workplace Requirements: Drug-free workplace requirements in accordance

SAMPLE

with Drug Free Workplace Act of 1988 (Pub l 100-690, Title V, Subtitle D). All contractors entering into Federal funded contracts over $100,000 must comply with Federal Drug Free workplace requirements as Drug Free Workplace Act of 1988. The Contractor shall comply with this requirement.

(d) Mandatory Disclosures: The Contractor must disclose in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

(e) Utilization of Minority and Women Firms (M/WBE): The Contractor must take all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2 CFR 200.321. If subcontracts are to be let, prime contractor will require compliance of this provision by all sub-contractors. Prior to contract award, the Contractor shall document efforts to assure that such businesses are solicited when there are potential sources; that the Contractor made an effort to divide total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the Contractor has established delivery schedules, where permitted, to encourage such businesses to respond. Contractor and sub-contractor shall utilize service and assistance from such organizations as SBA, Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/DBE programs, available in many large counties and cities. Documentation, including what firms were solicited as suppliers and/or sub-contractors, as applicable, shall be included with the bid proposal.

(f) Equal Employment Opportunity:

(i) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(ii) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(iii) The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such

SAMPLE

information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(iv) The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(v) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(vi) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(vii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (vii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

The Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

SAMPLE

The Contractor agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the Contractor agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such contractor; and refer the case to the Department of Justice for appropriate legal proceedings.

(g) Davis-Bacon Act: If applicable to this contract, the Contractor agrees to comply with all provisions of the Davis Bacon Act as amended (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. Contractor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Contractor must be required to pay wages not less than once a week. This contract was conditioned upon the acceptance of the Department of Labor Wage Determination.

(h) Copeland Anti-Kick Back Act:

(i) Contractor. The Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3, if applicable, which are incorporated by reference into this contract.

(ii) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

(iii) Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Contractor and subcontractor as provided in 29 C.F.R. § 5.12.

(i) Contract Work Hours and Safety Standards Act:

(i) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics

SAMPLE

shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(ii) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (i) of this section the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (i) of this section, in the sum of $27 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (i) of this section.

(iii) Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (ii) of this section.

(iv) Subcontracts. The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (i) through (iv) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (i) through (iv) of this section.

(j) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(k) Debarment and Suspension (Executive Orders 12549 and 12689): A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), ‘‘Debarment and Suspension. SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. The Contractor agrees to include a provision requiring such compliance in its lower tier covered transactions and subcontracts. The Contractor shall certify compliance.

SAMPLE

(l) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. Contractor agrees to comply with this provision. Contractor shall file the required certification.

(m) Rights to Inventions Made Under a Contract or Agreement: If the Federal award meets the definition of ''funding agreement'' under 37 CFR § 401.2 (a) and the Contractor wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that ''funding agreement,'' the Contractor must comply with the requirements of 37 CFR Part 401,''Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,'' and any implementing regulations issued by the awarding agency.

(n) Procurement of Recovered Materials: Contractor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired

(i) competitively within a timeframe providing for compliance with the contract performance schedule;

(ii) meeting contract performance requirements; or

(iii) at a reasonable price.

Information about this requirement, along with the list of EPA- designated items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program.

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

(o) Access to Records and Reports:

The Contractor agrees to provide City, Recipient (if applicable), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books,

SAMPLE

documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(p) Record Retention: Contractor will retain all required records pertinent to this contract for a period of five years after closeout of the FEMA grant, beginning on a date as described in 2 C.F.R. §200.333 and retained in compliance with 2 C.F.R. §200.333. This provision is supplemental to other provisions in this Agreement.

(q) Federal Changes: Contractor shall comply with all applicable Federal agency regulations, policies, procedures and directives, including without limitation those listed directly or by reference, as they may be amended or promulgated from time to time during the term of the contract.

(r) Safeguarding Personal Identifiable Information: Contractor will take reasonable measures to safeguard protected personally identifiable information and other information designated as sensitive by the awarding agency or is considered sensitive consistent with applicable Federal, State and/or local laws regarding privacy and obligations of confidentiality.

(s) DHS Seal, LOGO, and Flags: The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.

(t) No Obligation by Federal Government

The Federal Government is not a party to this agreement and is not subject to any obligations or liabilities to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

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

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

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

Copy to: City of Port Orange
Attention: _____
1000 City Center Circle

SAMPLE

Port Orange, Florida 32129
(386) 506-____

Contractor: _____
Attention: _____
_____
_____
_____
_____

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

31. *Contract Construction*

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

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

[Remainder of this page intentionally left blank]

SAMPLE

Witnesses:

_____

_____
Printed Name:_____

_____
Printed Name:_____

By:_____
Printed Name:_____
Title:_____

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

Date:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ____ online notarization, this _____ day of _____, 20__, by _____, as _____ of _____, a _____. He or she is ___ personally known or ____ produced _____as identification.

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

SAMPLE

Witnesses:

CITY OF PORT ORANGE

_____ By:_____

Printed Name:_____ M.H. Johansson, City Manager ***OR***
Donald O. Burnette, Mayor

_____

Printed Name:_____ Date:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ___ physical presence or ____ online notarization, this _____ day of _____, 20____, by Donald O. Burnette, as Mayor OR M.H. Johansson, as City Manager of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He or she is ____ personally known or ____ produced _____as identification.

_____

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

Witnesses:

ATTEST:

_____

Printed Name:_____ By:_____

Robin L. Fenwick, MMC, City Clerk

_____

Printed Name:_____ Date:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ___ physical presence or ____ online notarization, this _____ day of _____, 20__, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He or she is ____ personally known or ____ produced _____as identification.

_____

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

SAMPLE

TASK AUTHORIZATION NO. Click here to enter text.
Contract for Services dated Click here to enter text.
Between the City of Port Orange, Florida and Click here to enter text.

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

1. This Task Authorization expressly modifies the Agreement and in the event of a conflict, the terms and conditions of this Task Authorization shall prevail.

2. The Click here to enter text. Department Head, Click here to enter text., or their designee, Click here to enter text., if applicable, shall perform contract administration for this Task Authorization No. Click here to enter text., and may be reached at Click here to enter text..

3. In addition to all other terms and conditions contained in the Agreement, Contractor shall provide services relating to _____ as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization Exhibit "A."

4. Contractor shall complete the services to be provided herein within Click here to enter text. days of the date of written notice by the City to the Contractor.

5. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto and made a part hereof for all purposes, subject to a limit up to but not to exceed $ Click here to enter text.. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.7, Florida Statutes, as amended.

6. Contractor shall provide a 100% Combination Payment and Performance Bond in accordance with Florida Statutes Section 255.05, including the Front Page and Certificate for Filing in Public Records, in a form substantially similar to the forms attached hereto as Task Authorization Exhibit "B," and acceptable to the Port Orange City Attorney, and recorded with the Clerk of Volusia County at Contractor's expense. A separate bond shall be provided from the Surety which identifies and covers the scope of work for the project stated in this Task Authorization along with all other provisions of this Task Authorization with the penal sum of such bond being not less than the sum described in this Task Authorization. If any surety bond furnished in connection with this Task Authorization becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Task Authorization No. __.

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

SAMPLE

shall be formed between the Contractor and the City until the City signs this Task Authorization.

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

Witnesses:

_____

_____
Printed Name:_____

_____
Printed Name:_____

_____

By:_____
Printed Name:_____
Title:_____

If this Agreement is signed by an individual not identified in the records of the Florida Department of State, Division of Corporations, then please provide written authorization for that individual to enter into Agreement on behalf of said entity.

Date:_____

SAMPLE

Witnesses:

CITY OF PORT ORANGE

_____ By: _____

Printed Name: _____ M.H. Johansson, City Manager

_____ Date: _____

Printed Name: _____

Witnesses:

ATTEST:

_____ By: _____

Printed Name: _____ Robin L. Fen[illegible]k, MMC, City Clerk

_____ Date: _____

Printed Name: _____

SAMPLE

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

PAYMENT AND PERFORMANCE BOND

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

BOND NO. _____

PRINCIPAL:
Developer or Contractor: _____
Principal Business Address: _____

Contact Person: _____
Phone Number: _____

SURETY:
Address: _____

Contact Person: _____
Phone Number: _____

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

Amount: $_____ **City Case/Project No.** _____

Description of Work: _____

Project Location: _____
Port Orange, Volusia County, Florida

Legal Description: _____

SAMPLE

Front Page

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

[MTR/sal 2015-02-10]

_____

Name of Project

City Project No._____

Bond No._____

COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION

per Section 255.05, Florida Statutes

Guaranty for Construction of Public Improvements

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain _____ having an effective date of _____, entered into by and between the Principal and the City, for _____, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

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

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

[MTR/sal 2015-02-10]

SAMPLE

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

Attest:

_____
(Name of Principal)

_____
(As to Corporate Principal) Secretary

By:_____
Name/Title:_____

_____
(Witness to Principal)

(Corporate Seal)

_____
(Surety)

_____
(Witness to Surety)

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

(Corporate Seal)

SAMPLE

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

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

[MTR/sal 2015-02-10]

End of Solicitation Documents

CITY OF PORT ORANGE
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5704
purchdiv@port-orange.org

ADDENDUM NO. # 1

June 2, 2020

ITB #20-06 Disaster Debris Removal-Disposal Services

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated May 5, 2020 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. **CLARIFICATIONS:**
N/A

B. **CHANGES TO SPECIFICATIONS:**
N/A

C. **QUESTIONS AND ANSWERS:**

Question 1: What is the current Budget?
Answer: Unknown as this solicitation is for emergency services.

Question 2: Please confirm that the proposal submittal is to consist of the forms in the order they are given in the RFP.
Answer: If you are referencing the forms in "**SECTION 7 – REQUIRED FORMS"**, these forms are required, and we prefer they be in the order shown in the ITB.

Question 3: Could you please provide the bid tabulations (pricing matrices of all respondents) from the previous bidding cycle?
Answer: You will need to submit a records request to the City Clerk's office for this information.

Question 4: Will each pricing proposal be analysed and refined to become one total number which can then be compared to the other proposals?
Answer: The pricing proposals will be analyzed as a complete data set, including responsive and responsible contractors and the data set.

Question 5: In trying to secure the bid bond, I received the question below from our bonding company. Can you please help with the pages they are missing? On the City of Port Orange job, they do have an owner provided bid bond form on Page 94, but it appears they do not have the complete form in there. There is no signature page/section to sign and seal the bond. Please request the complete bond form from the City and forward to me when you receive it.
Answer: Page 2 of the BID BOND was missing. Please see the attachment with this addendum.

Question 6: There seem to be two different Schedule 1's on ITB #20-06. One is part of the RFP Pages 89-93 and one in the RFP as a hyperlink in Excel Format https://portorange.sharepoint.com/:f:/g/pch/Eo4IXpvUOZxGiSKX35y-EAIBsBYvAC4GIEi0Ob7D1OSPJQ?e=vJoQW2/. See attached. Do we complete both?
Answer: Use the one in the link that is an Excel document. Please fill out using Excel format and return with your submittal.

Question 7: Please confirm all prices must be written in ink or if an electronic input is accepted. Section 71 and 69 state different requirements.
Answer: Upon the prescribed Schedule of Unit Prices, ***all bid prices shall be written in ink, or electronically inputted in the blank spaces for each item***, with the amounts extended if a unit price bid and all amounts totaled. All prices must be written in ink or fill out using Excel format and return with your submittal.

Question 8: Please confirm who will determine the socio-economic contracting/minority or women-owned businesses used on the project: The City or the Contractor? If it's the City, how should the Contractor proceed with the requested requirement for **SOCIOECONOMIC CONTRACTING** (If subcontractors or teaming partners will be utilized, prime vendors must provide documentation of their attempt(s) to comply with the socio-economic requirements of 44 C.F.R. when submitting a response to this ITB.)?
Answer: **SOCIOECONOMIC CONTRACTING:** In compliance with 44 C.F.R. § 13.36 (e), the City of Port Orange encourages small and minority firms, women's business enterprises, and labor surplus area firms to submit proposals. When "prime" vendors use subcontractors or teaming partners, they must ensure that they adhere to 44 C.F.R. § 13.36 (e) and encourage the use of socio-economic contracting. ***If subcontractors or teaming partners will be utilized, prime vendors must provide documentation of their attempt(s) to comply with the socio-economic requirements of 44 C.F.R. when submitting a response to this ITB.***

(Answer continued on Page 3)

MINORITY AND WOMEN-OWNED BUSINESSES: Bidders are hereby advised that the City takes all necessary affirmative steps to assure that small, minority, and women-owned businesses are utilized when possible, in accordance with 2 CFR 200.321. Prior to the contract award, ***the City shall make efforts to assure that such businesses are solicited when there are potential sources; that the City will make an effort to divide the total requirement, when economically feasible, into smaller tasks or quantities to permit maximum participation by such businesses; and, that the City will establish delivery schedules, where permitted, to encourage such businesses to respond***. The City shall utilize service and assistance when appropriate from organizations like S.B.A., Minority Business Development Agency of the Department of Commerce, the Florida Department of Management Services (Office of Supplier Diversity), the Florida Department of Transportation, Minority Business Development Center, and Local Government M/WBE programs, available in many large counties and cities.

- The Socio-economic section states prime vendors must provide documentation of attempts to comply with this requirement. The Minority and Women-Owned Business section states the City shall make efforts to assure that such business is solicited.

Question 11: Please confirm the evaluation basis for the award. Is the award weighted by percentage? If so, what are the components?
Answer: The ITB does not reference the Evaluation Criteria on the specifications.

Question 12: Please confirm if the City will amend the price sheet to include land-based and marine-based debris removal.
Answer: Please use the bottom section of the pricing sheet for the Marine-based Removal Pricing *Area* ***"OTHER EQUIPMENT: Define other EQUIPMENT that may be required and the hourly rate to provide."***

Question 13: Please confirm what the components of the evaluation criteria are when evaluating Litigation History.
Answer: LITIGATION HISTORY: 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.

Question 14: Does the City currently have a disaster debris monitoring firm under contract, and if so, with which company(ies)?
Answer: Debris monitoring services is out for bid at the same time as this bid is being advertised. The City currently has contracts with Thompson and Tetra Tech for debris monitoring.

Question 15: Please provide the names and titles of the evaluation committee members.
Answer: City staff will review the submittals. No committee established.

Question 16: Please provide the date, time, and location when the evaluation committee meeting will be held to evaluate proposals.
Answer: SEE answer to Question 15.

Question 17: Where will the evaluation committee meeting notice be posted?
Answer: There will be no committee meeting.

Question 18: When will intent to award be made and how will it be communicated to proposers?
Answer: The Notice of Intent to Award will be TBD after City staff finish evaluating all bid submittals. The Notice of Intent to Award will be posted on DemandStar and the City website for proposers.

Question 19: Does the City own any self-loading grapple trucks, and if so, how many?
Answer: The City owns 2 claw trucks, but they are not to be included in this bid.

Question 20: How many miles of public roads are within the City?
Answer:
U.S. Highway = 3.4 miles
State Highway = 9.4 miles
County Road = 24.1 miles
City Road = 216.2 miles
Private Road = 59 miles

Question 21: How many miles of State roads are within the City?
Answer: SEE answer to Question 20.

Question 22: How many miles of County roads are within the City?
Answer: SEE answer to Question 20.

Question 23: Does the City have Memorandums of Understanding (MOU) or Mutual Aid agreements in place with other incorporated municipalities that would allow the use of this contract to be utilized by those entities to perform disaster debris management services, and if so, which ones?
Answer: NO.

Question 24: Does the City intend to allow other incorporated municipalities within the area to utilize this contract, and if so, which ones?
Answer: Possibly, none are currently authorized.

Question 25: Will this contract be used to perform services on any state roads within the City in lieu of the FDOT performing those services?
Answer: YES (Dunlawton Ave, Nova Rd, and Ridgewood Ave). SEE answer to Question 20.

Question 26: If the answer to the previous question is yes, does the City have a pre-existing Memorandum of Understanding (MOU) or Mutual Aid agreement with the FDOT that authorizes the City to perform debris removal services on state roads?
Answer: We have a maintenance contract for the above roads with FDOT.

Question 27: Regarding the evaluation of the hourly pricing, how does the City intend on weighing the hourly line items?
Answer: The hourly rates are to be used for purposes of pricing if optional items are needed.

Question 28: The price sheet that starts on Page 89 inside the Invitation to Bid Packet does not match the separate price sheet that is found on the website. Which of these should we use?
Answer: SEE answer to Question 6.

David Van Valkenburgh CFCM, C.P.M.
Purchasing Agent
dvanvalkenburgh@port-orange.org

In all other respects, except as specifically stated herein, the subject ITB #20-06 Disaster Debris Removal-Disposal Services remains unchanged.

END OF ADDENDUM NO. #1

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that _____, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____, (hereinafter called "PRINCIPAL"), and _____, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at _____, Tel.: _____ (hereinafter called "SURETY"), are held and firmly bound unto the City of Port Orange, Florida, as CITY, a Florida municipal corporation, whose address is City of Port Orange, 1000 City Center Circle, Port Orange, Florida 32129, Tel.: (386) 506-5501, (hereinafter called "OBLIGEE" or "CITY"), in the penal sum of _____ dollars and (_____)/100 ($_____), lawful money of the United States, for the payment of which sum shall and truly be made, whereof PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that, whereas the Principal has submitted the accompanying bid, dated _____, 20___, for:

Project Name / Bid No.:

Project Address:

Legal Description: N/A

Description of Work:

NOW, THEREFORE,

A. If the principal shall not withdraw said bid within one hundred twenty (120) days after date of opening of the same, and shall within ten (10) days after the prescribed forms are presented to it for signature, enter into a written contract with the City in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such contract, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

B. In the event of the withdrawal of said bid within the period specified, or the failure to enter into such contract and give such bonds within the time specified, if the principal shall pay the City the difference between the amount specified in said bid and the amount for which the City may procure the required work and supplies, if the latter amount be in excess of the former, then the above obligations shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this _____ day of _____, A.D. 20___, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

***Note**: If the firm is a sole ownership or partnership including limited liability company, two (2) witnesses are required to attest the signature. If the firm is a corporation, then the corporate secretary shall attest and affix the corporate seal (Attach power of attorney to original bid bond and financial statement of Surety Company).*

PRINCIPAL:

_____
Signature

_____
Corporate Officer & Title

ATTEST:

_____
Signature

_____
Corporate Secretary (Affix Corporate Seal)

WITNESSESS:

_____

_____

SURETY:

_____
Attorney-in-Fact (signature)

_____
Name & Title

_____
Name of Local Resident Agent

_____
City, State, Zip

_____
Telephone:
A.M. Best No.: _____ *NAIC No. :* _____

ATTEST:

_____
Signature

_____
Corporate Secretary (Affix Corporate Seal)

STATE OF _____
COUNTY OF _____

Before me this day personally appeared _____ *(affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the* _____ *(corporate surety) and that this person has been authorized by* _____ *(corporate surety) to execute the forgoing bond on behalf of the Contractor named therein in favor of the City of Port Orange, Florida.*

_____
Signature of Affiant

Sworn to / Affirmed and subscribed before me this _____ day of _____, 20____, by _____, who is personally known to me or who produced _____ as identification.

_____
NOTARY PUBLIC – STATE OF
Type or print name: _____
Commission No.: _____
Commission Expires: _____
(Seal)

END OF BID BOND

This document must be completed and returned with your Submittal

Item No
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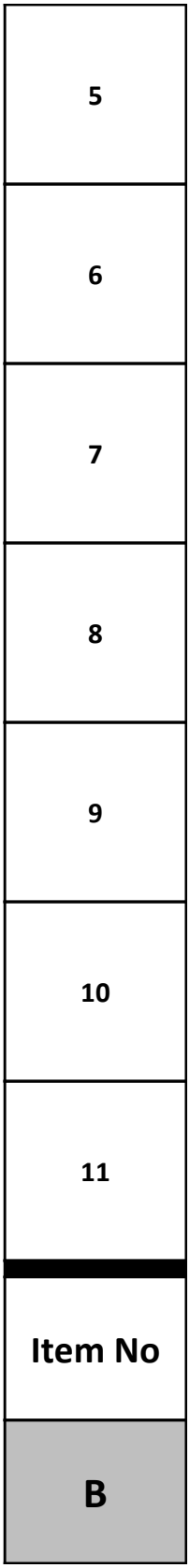
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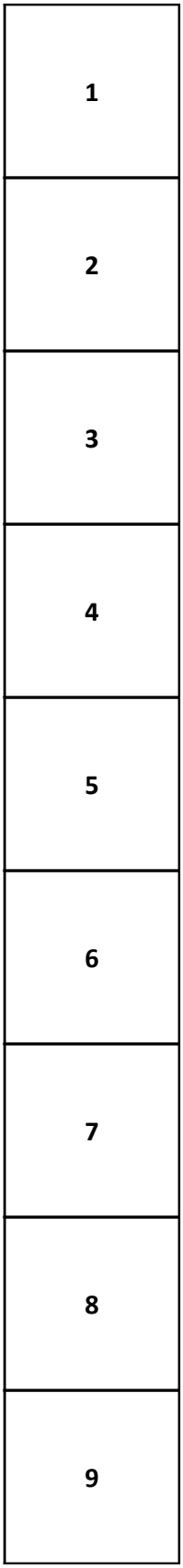
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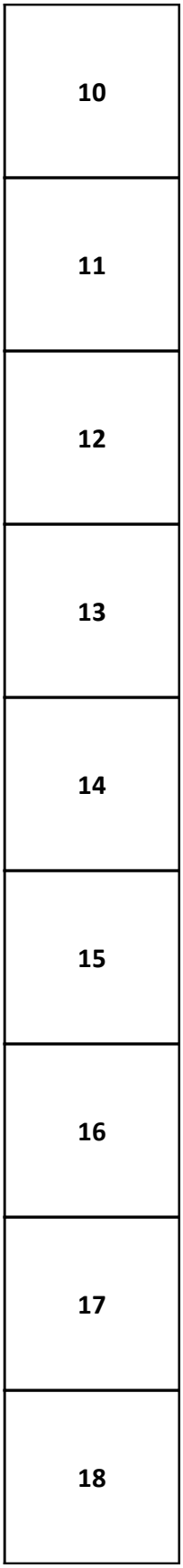
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Item No
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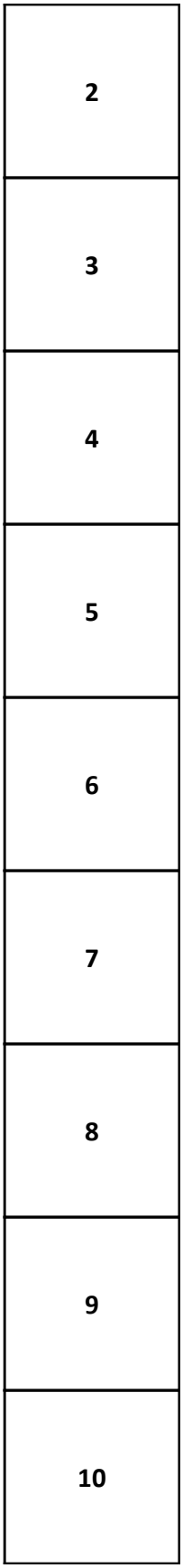
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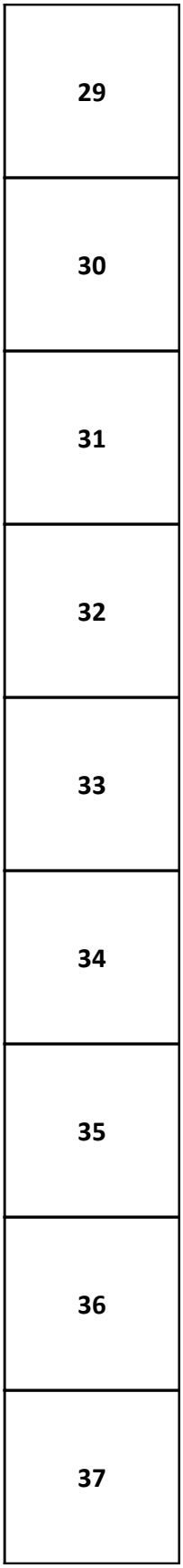
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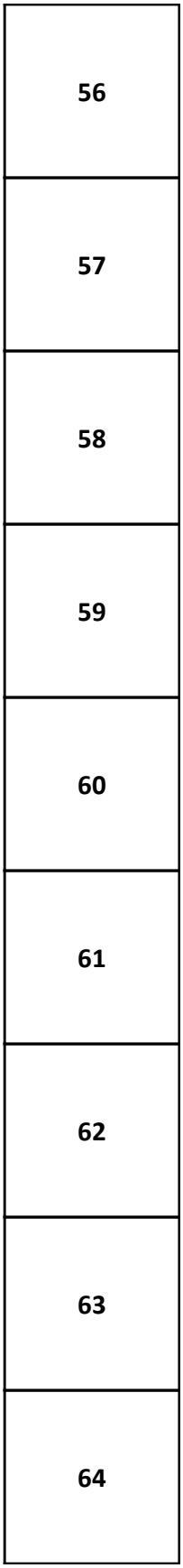
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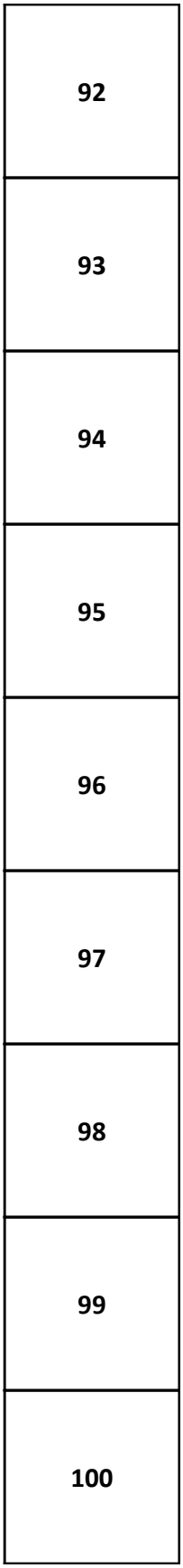
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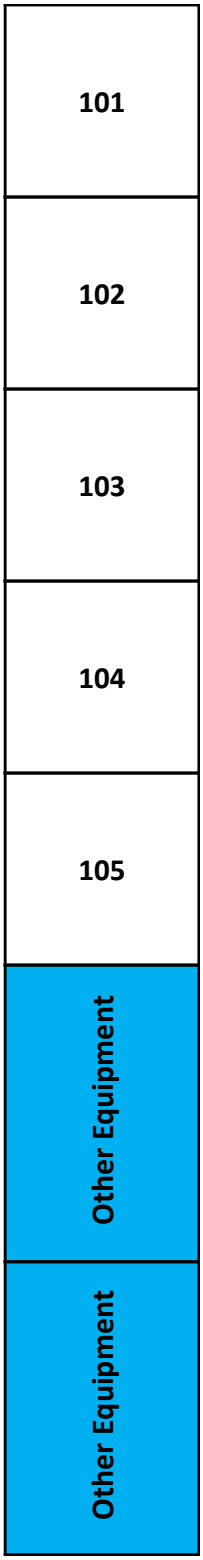
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Other Equipment
Other Equipment

DISCLAIM

CONTRAC

Pricing no provide
Other Equipment
Description
Category
Management and Reduction
Vegetative Collect and Haul
C & D Collect and Haul
Mixed Debris Collect and Haul

White Goods Collect and Haul
Tree Operations
Final Disposition - Reduced Debris; Collect and Haul
Final Disposition - Unreduced Debris; Collect and Haul
Project Management
Work Crews
SCHEDULE A TOTAL:
Description
Category (Schedule B)

Load, Haul and Dispose of Household Hazardous Waste (Specialty Removal)
Electronic Waste - Removal of Electronic Debris that contains hazardous materials; includes computer monitors and televisions. (Specialty Removal)
Biowaste - Removal of waste capable of causing infection to humans (animal waste, human blood, pathological waste) (Specialty Removal)
Putrescent Removal - Removal of debris that will decompose or rot (animals and organic fleshy matter) (Specialty Removal)
Load, Haul and Dispose of Animal Carcasses (Specialty Removal)
Width 0-4 feet (Canal and Waterway Debris Removal)
Width 4.1-8 feet (Canal and Waterway Debris Removal)
Width 8.1-12 feet (Canal and Waterway Debris Removal)
Width 12.1-16 feet (Canal and Waterway Debris Removal)

Width 16.1-20 feet (Canal and Waterway Debris Removal)
Width 20.1 feet or greater (Canal and Waterway Debris Removal)
Screen/Sift Sand, Soil and Mud (Sand Collection and Screening)
Load and Haul Sand, Soil and Mud (Sand Collection and Screening)
Vehicle Removal (Removal and Storage of Vehicles and Vessels)
Vessel Removal (Land) (Removal and Storage of Vehicles and Vessels)
Vessel Removal (Marine) (Removal and Storage of Vehicles and Vessels)
6.0 inch - 24.0 inch diameter (Hazardous Tree Bracing)
24.1 inch - 36.0 inch diameter (Hazardous Tree Bracing)

Greater than 36.0 inch diameter (Hazardous Tree Bracing)
24 -36 inches diameter (Hazardous Stump Removal)
36.1-48 inches diameter (Hazardous Stump Removal)
48.1-72 inches diameter (Hazardous Stump Removal)
Greater than 72 inches diameter (Hazardous Stump Removal)
Wheel Loader with Operator, 2.5cy, Foreman with Support Vehicle and Small Equipment, Laborer with Chainsaw and two (2) Laborers with Small Tools (Work Crew Category: (Typical Crew Makeup for "First Push" Operations))
Description
Equipment (Equipment Rate Schedule)
Aerial Lift, Self Propelled

Aerial Lift, Self Propelled
Aerial Lift, Self Propelled
Aerial Lift, Self Propelled
Aerial Lift, Self Propelled
Aerial Lift, Truck Mounted
Aerial Lift, Truck Mounted
Aerial Lift, Truck Mounted
Aerial Lift, Truck Mounted
Breaker, Hand-Held Pavement

Breaker, Pavement
Breaker, Pavement
Breaker, Pavement
Breaker, Pavement
Bucket, Clamshell
Bucket, Clamshell
Bucket, Clamshell
Bucket, Clamshell
Chainsaw

Chainsaw
Chainsaw Pole
Chipper, Brush
Chipper, Brush
Chipper, Brush
Chipper, Brush
Chipper, Brush
Chipper, Brush
Chipper, Brush

Chipper, Brush
Crane
Crane
Crane
Crane
Crane
Crane
Crane, Truck Mounted
Crane, Truck Mounted

Crane, Truck Mounted
Crane, Truck Mounted
Fork Lift
Fork Lift
Fork Lift
Fork Lift
Loader, Skid-Steer
Loader, Skid-Steer
Loader, Skid-Steer

Loader, Skid-Steer
Loader, Wheel
Loader, Wheel
Loader, Wheel
Loader, Wheel
Loader, Wheel
Loader, Wheel
Loader, Wheel
Loader, Wheel

Loader, Wheel
Loader, Wheel
Loader, Wheel
Loader-Backhoe, Wheel
Loader-Backhoe, Wheel
Loader-Backhoe, Wheel
Loader-Backhoe, Wheel
Saw, Concrete
Saw, Concrete

Saw, Concrete
Sweeper, Pavement
Sweeper, Pavement
Sweeper, Pavement
Trailer, Dump
Trailer, Dump
Trailer, Dump
Trailer, Equipment
Trailer, Equipment

Trailer, Equipment
Trailer, Equipment
Truck, Dump
Truck, Dump
Truck, Dump
Truck, Dump
Truck, Dump
Truck, Dump
Truck, Dump

Truck, Flatbed
Truck, Flatbed
Truck, Flatbed
Truck, Flatbed
Truck, Flatbed
Truck, Flatbed
Truck, Flatbed
Truck, Knuckle Boom
Truck, Pickup

Truck, Pickup
Truck, Pickup
Truck, Pickup
Truck, Tractor
Truck, Tractor
Truck, Tractor
Truck, Tractor
Tub Grinder
Tub Grinder

Tub Grinder
Tub Grinder
Tub Grinder
Tub Grinder
Tub Grinder
Marine Debris Removal Land Based
Marine Debris Removal Water Based

Marine Based Debris Removal(per Addendum)
Required Forms Submitted:
Bid Bond Submitted:
Responsive & Responsible Bidder:

ER: THIS BID TABULATION INDICATES ONLY THE BIDS AS

T COMPLIANCE. NO CONCLUSIONS ABOUT CONTRACT A

Grubbs Emergency Services LLC	Ceres Er
Brooksville, FL	B
Total Price	
$ 2,625,125.00	$ 2,
$ 2,250,000.00	$ 2,
$ 2,250,000.00	$ 2,
$ 2,250,000.00	$ 2,

$ 27,500.00	$
$ 101,500.00	$ 1
$ 7,575,000.00	$ 6,
$ 8,150,000.00	$ 8,
$ 145.00	
$ 159.00	
$ 25,229,429.00	$ 25

Unit of Measure	Unit Price	Unit of M

Pound	$ 2.00	Pou
Pound	$ 2.00	Pou
Pound	$ 2.75	Pou
Pound	$ 1.00	Pou
Each	$ 2.00	Ea
Cubic Yard	$ 40.00	Cubic
Cubic Yard	$ 40.00	Cubic
Cubic Yard	$ 40.00	Cubic
Cubic Yard	$ 40.00	Cubic

Cubic Yard	$ 40.00	Cubic
Cubic Yard	$ 40.00	Cubic
Cubic Yard	$ 8.00	Cubic
Cubic Yard	$ 8.00	Cubic
Each	$ 100.00	Ea
Linear Foot	$ 20.00	Linear
Linear Foot	$ 35.00	Linear
Each	$ 125.00	Ea
Each	$ 400.00	Ea

Each	$ 500.00	Ea
Each	$ -	Ea
Each	$ -	Ea
Each	$ -	Ea
Each	$ -	Ea
Hour	$ -	Ho

Capacity/Size/HP		Hourly Rate	Capacity/
37 ft/15 HP		$ 25.00	37 ft/

60 ft/To 30 HP	$ 30.00	60 ft/To
70 ft/To 50 HP	$ 35.00	70 ft/To
125 ft/To 85 HP	$ 40.00	125 ft/T
150 ft/To 130 HP	$ 50.00	150 ft/To
25 ft	$ 55.00	25
50 ft	$ 60.00	50
75 ft	$ 70.00	75
100 ft	$ 100.00	100
N/A	$ -	N/

N/A	$ -	N/
N/A	$ -	N/
N/A	$ -	N/
N/A	$ -	N/
1.0 CY	$ 50.00	1.0
2.5 CY	$ 60.00	2.5
5.0 CY	$ 65.00	5.0
7.5 CY	$ 70.00	7.5
16 in	$ 20.00	16

25 in	$ 20.00	25
18 in	$ 25.00	18
6 in/To 35 HP	$ 35.00	6 in/To
12 in/To 65 HP	$ 30.00	12 in/T
16 in/To 100 HP	$ 30.00	16 in/To
18 in/To 125 HP	$ 35.00	18 in/To
18 in/To 200 HP	$ 50.00	18 in/To
19 in/To 300 HP	$ 60.00	19 in/To
20 in/To 450 HP	$ 400.00	20 in/To

21 in/To 650 HP	$ 500.00	21 in/To
8 MT/To 80 HP	$ 60.00	8 MT/T
15 MT/To 150 HP	$ 75.00	15 MT/T
27 MT/To 200 HP	$ 90.00	27 MT/T
45 MT/To 300 HP	$ 150.00	45 MT/T
70 MT/To 350 HP	$ 165.00	70 MT/T
110 MT/To 450 HP	$ 400.00	110 MT/T
17,600 lbs	$ 100.00	17,60
33,000 lbs	$ 150.00	33,00

60,000 lbs	$ 200.00	60,00
120,000 lbs	$ 400.00	120,0
6,000 lbs/To 60 HP	$ 40.00	6,000 lbs/
12,000 lbs/To 90 HP	$ 50.00	12,000 lbs
18,000 lbs/To 140 HP	$ 90.00	18,000 lbs/
50,000 lbs/To 215 HP	$ 110.00	50,000 lbs/
1,000 lbs/To 35 HP	$ 40.00	1,000 lbs/
2,000 lbs/To 65 HP	$ 30.00	2,000 lbs/
3,000 lbs/To 85 HP	$ 45.00	3,000 lbs/

4,000 lbs/To 94 HP	$ 75.00	4,000 lbs/
0.5 CY/To 38 HP	$ 55.00	0.5 CY/T
1 CY/To 60 HP	$ 65.00	1 CY/To
2 CY/To 105 HP	$ 75.00	2 CY/To
3 CY/To 152 HP	$ 90.00	3 CY/To
4 CY/To 200 HP	$ 110.00	4 CY/To
5 CY/To 250 HP	$ 120.00	5 CY/To
6 CY/To 305 HP	$ 135.00	6 CY/To
7 CY/To 360 HP	$ 220.00	7 CY/To

8 CY/To 415 HP	$ 250.00	8 CY/To
9 CY/To 470 HP	$ 300.00	9 CY/To
10 CY/To 530 HP	$ 350.00	10 CY/To
0.5 CY/To 40 HP	$ 60.00	0.5 CY/T
1 CY/To 95 HP	$ 70.00	1 CY/To
1.5 CY/To 95 HP	$ 80.00	1.5 CY/T
1.75 CY/To 115 HP	$ 90.00	1.75 CY/T
14 in/To 14 HP	$ 10.00	14 in/To
26 in/To 35 HP	$ 15.00	26 in/To

48 in/To 65 HP	$ 25.00	48 in/T
To 110 HP	$ 50.00	To 11
To 150 HP	$ 65.00	To 15
To 200 HP	$ 75.00	To 20
20 CY	$ 25.00	20
30 CY	$ 40.00	30
40 CY	$ 50.00	40
30 Tons	$ 30.00	30 T
40 Tons	$ 40.00	40 T

60 Tons	$ 50.00	60 T
120 Tons	$ 65.00	120
8 CY/To 210 HP	$ 50.00	8 CY/To
10 CY/To 235 HP	$ 55.00	10 CY/Tc
12 CY/To 255 HP	$ 50.00	12 CY/Tc
18 CY/To 330 HP	$ 60.00	18 CY/Tc
28 CY/To 400 HP	$ 60.00	28 CY/Tc
40 CY/To 460 HP	$ 60.00	40 CY/Tc
50 CY/To 620 HP	$ 61.00	50 CY/Tc

15,000 lbs/To 150 HP	$ 45.00	15,000 lbs/
25,000 lbs/To 180 HP	$ 50.00	25,000 lbs/
30,000 lbs/To 215 HP	$ 55.00	30,000 lbs/
45,000 lbs/To 250 HP	$ 58.00	45,000 lbs/
50,000 lbs/To 300 HP	$ 61.00	50,000 lbs/
To 375 HP	$ 65.00	To 37
To 450 HP	$ 70.00	To 45
N/A	$ 125.00	N/
To 130 HP	$ 30.00	To 13

To 180 HP	$ 35.00	To 18
To 230 HP	$ 35.00	To 23
To 280 HP	$ 40.00	To 28
To 210 HP	$ 45.00	To 21
To 265 HP	$ 45.00	To 26
To 310 HP	$ 50.00	To 31
To 350 HP	$ 50.00	To 35
To 400 HP	$ 500.00	To 40
To 500 HP	$ 500.00	To 50

To 600 HP	$ 650.00	To 60
To 700 HP	$ 650.00	To 70
To 800 HP	$ 700.00	To 80
To 900 HP	$ 700.00	To 90
To 1,000 HP	$ 750.00	To 1,0
Rate per CY		
Rate per CY		

Rate per CY		
NO		
NO		

OPENING DATE/TIME: June 9th, 2020 @ 4:30PM	
Bid Tabulation	
ITB #20-06	
Disaster Debris Removal and Disposal Services FEMA	
nviromental Services Inc	DRC Emergency Servic
rooklyn Park, MN	Metairie, LA
Total Price	Total Price
,511,000.00	$ 2,334,000
,994,000.00	$ 2,187,000
,484,000.00	$ 2,337,000
,484,000.00	$ 2,337,000

80,000.00	$ 50,000.0
158,400.00	$ 77,000.0
,936,000.00	$ 8,812,000
,296,000.00	$ 16,695,000
$ 278.00	$ 125.00
$ 419.00	$ 374.00
,944,097.00	$ 34,829,499

Measure	Unit Price	Unit of Measure

ınd	$ 6.82	Pound
ınd	$ 2.48	Pound
ınd	$ 12.82	Pound
ınd	$ 9.77	Pound
ch	$ 25.00	Each
Yard	$ 72.15	Cubic Yard
Yard	$ 80.81	Cubic Yard
Yard	$ 90.50	Cubic Yard
Yard	$ 101.37	Cubic Yard

: Yard	$ 113.53	Cubic Yard
: Yard	$ 127.15	Cubic Yard
: Yard	$ 17.88	Cubic Yard
: Yard	$ 13.24	Cubic Yard
ch	$ 225.00	Each
r Foot	$ 95.00	Linear Foot
r Foot	$ 165.00	Linear Foot
ch	$ 65.00	Each
ch	$ 125.00	Each

ch	$ 175.00	Each
ch	$ 255.00	Each
ch	$ 365.00	Each
ch	$ 475.00	Each
ch	$ 595.00	Each
ur	$ 335.00	Hour

/Size/HP	Hourly Rate	Capacity/Size/HP	
15 HP	$ 18.62	37 ft/15 HP	

o 30 HP	$ 27.24	60 ft/To 30 HP
o 50 HP	$ 48.80	70 ft/To 50 HP
o 85 HP	$ 129.30	125 ft/To 85 HP
o 130 HP	$ 150.87	150 ft/To 130 HP
ft	$ 84.00	25 ft
ft	$ 96.00	50 ft
ft	$ 102.00	75 ft
ft	$ 114.00	100 ft
A	$ 42.00	N/A

/A	$ 66.19	N/A
/A	$ 91.19	N/A
/A	$ 116.19	N/A
/A	$ 116.19	N/A
CY	$ 7.44	1.0 CY
CY	$ 13.69	2.5 CY
CY	$ 21.19	5.0 CY
CY	$ 27.44	7.5 CY
in	$ 3.69	16 in

in	$ 7.44	25 in
in	$ 3.69	18 in
35 HP	$ 57.00	6 in/To 35 HP
o 65 HP	$ 66.00	12 in/To 65 HP
100 HP	$ 94.32	16 in/To 100 HP
125 HP	$ 139.83	18 in/To 125 HP
200 HP	$ 151.63	18 in/To 200 HP
300 HP	$ 168.63	19 in/To 300 HP
450 HP	$ 185.34	20 in/To 450 HP

› 650 HP	$ 234.00	21 in/To 650 HP
o 80 HP	$ 175.00	8 MT/To 80 HP
o 150 HP	$ 275.00	15 MT/To 150 HP
o 200 HP	$ 395.00	27 MT/To 200 HP
o 300 HP	$ 450.00	45 MT/To 300 HP
o 350 HP	$ 525.00	70 MT/To 350 HP
To 450 HP	$ 595.00	110 MT/To 450 HP
)0 lbs	$ 125.00	17,600 lbs
)0 lbs	$ 155.00	33,000 lbs

)0 lbs	$ 300.00	60,000 lbs
00 lbs	$ 375.00	120,000 lbs
/To 60 HP	$ 42.00	6,000 lbs/To 60 HP
/To 90 HP	$ 54.00	12,000 lbs/To 90 HP
/To 140 HP	$ 66.00	18,000 lbs/To 140 HP
/To 215 HP	$ 112.44	50,000 lbs/To 215 HP
/To 35 HP	$ 80.00	1,000 lbs/To 35 HP
/To 65 HP	$ 90.00	2,000 lbs/To 65 HP
/To 85 HP	$ 110.00	3,000 lbs/To 85 HP

/To 94 HP	$ 125.00	4,000 lbs/To 94 HP
To 38 HP	$ 82.44	0.5 CY/To 38 HP
o 60 HP	$ 95.00	1 CY/To 60 HP
105 HP	$ 125.00	2 CY/To 105 HP
152 HP	$ 144.94	3 CY/To 152 HP
200 HP	$ 155.00	4 CY/To 200 HP
250 HP	$ 169.94	5 CY/To 250 HP
305 HP	$ 178.69	6 CY/To 305 HP
360 HP	$ 206.19	7 CY/To 360 HP

415 HP	$ 299.94	8 CY/To 415 HP
470 HP	$ 349.94	9 CY/To 470 HP
530 HP	$ 374.94	10 CY/To 530 HP
To 40 HP	$ 75.00	0.5 CY/To 40 HP
95 HP	$ 80.00	1 CY/To 95 HP
To 95 HP	$ 85.00	1.5 CY/To 95 HP
To 115 HP	$ 110.00	1.75 CY/To 115 HP
o 14 HP	$ 13.69	14 in/To 14 HP
o 35 HP	$ 31.19	26 in/To 35 HP

o 65 HP	$ 52.44	48 in/To 65 HP
L0 HP	$ 103.69	To 110 HP
50 HP	$ 128.69	To 150 HP
00 HP	$ 159.94	To 200 HP
CY	$ 25.00	20 CY
CY	$ 35.00	30 CY
CY	$ 42.00	40 CY
Tons	$ 35.00	30 Tons
Tons	$ 43.00	40 Tons

ons	$ 52.00	60 Tons
Tons	$ 90.00	120 Tons
210 HP	$ 85.25	8 CY/To 210 HP
o 235 HP	$ 118.06	10 CY/To 235 HP
o 255 HP	$ 148.25	12 CY/To 255 HP
o 330 HP	$ 157.43	18 CY/To 330 HP
o 400 HP	$ 227.00	28 CY/To 400 HP
o 460 HP	$ 288.68	40 CY/To 460 HP
o 620 HP	$ 328.06	50 CY/To 620 HP

/To 150 HP	$ 80.00	15,000 lbs/To 150 HP
/To 180 HP	$ 87.00	25,000 lbs/To 180 HP
/To 215 HP	$ 92.00	30,000 lbs/To 215 HP
/To 250 HP	$ 103.69	45,000 lbs/To 250 HP
/To 300 HP	$ 162.44	50,000 lbs/To 300 HP
75 HP	$ 199.94	To 375 HP
50 HP	$ 237.44	To 450 HP
/A	$ 198.75	N/A
30 HP	$ 20.00	To 130 HP

30 HP	$ 21.00	To 180 HP
30 HP	$ 29.38	To 230 HP
30 HP	$ 36.25	To 280 HP
10 HP	$ 80.00	To 210 HP
55 HP	$ 95.00	To 265 HP
10 HP	$ 105.00	To 310 HP
50 HP	$ 112.00	To 350 HP
00 HP	$ 356.25	To 400 HP
00 HP	$ 493.75	To 500 HP

)0 HP	$ 532.44	To 600 HP
)0 HP	$ 642.17	To 700 HP
)0 HP	$ 665.56	To 800 HP
)0 HP	$ 683.00	To 900 HP
)00 HP	$ 695.50	To 1,000 HP
	$ 78.00	
	$ 138.00	

YES	YES
YES	YES
YES	YES

es LLC	CrowderGulf Joint Venture Inc.
	Theodore, AL
	Total Price
.00	$ 2,910,000.00		
.00	$ 2,220,000.00		
.00	$ 2,220,000.00		
.00	$ 2,220,000.00		

00	$ 47,500.00
00	$ 99,800.00
.00	$ 4,795,000.00
0.00	$ 16,075,000.00
	$ 273.00
	$ 498.00
9.00	$ 30,588,071.00

Unit Price	Unit of Measure	Unit Price

$ 8.50	Pound	$ 6.95
$ 1.60	Pound	$ 7.50
$ 9.95	Pound	$ 8.95
$ 4.95	Pound	$ 3.95
$ 1.95	Each	$ 150.00
$ 25.50	Cubic Yard	$ 40.00
$ 25.50	Cubic Yard	$ 48.00
$ 28.75	Cubic Yard	$ 48.00
$ 29.75	Cubic Yard	$ 48.00

$ 37.95	Cubic Yard	$ 90.00
$ 38.25	Cubic Yard	$ 90.00
$ 15.25	Cubic Yard	$ 16.90
$ 12.65	Cubic Yard	$ 24.00
$ 330.00	Each	$ 150.00
$ 85.00	Linear Foot	$ 65.00
$ 165.00	Linear Foot	$ 125.00
$ 50.00	Each	$ 150.00
$ 75.00	Each	$ 250.00

$ 100.00	Each	$ 350.00
$ 185.00	Each	$ 200.00
$ 295.00	Each	$ 300.00
$ 415.00	Each	$ 400.00
$ 650.00	Each	$ 500.00
$ 344.00	Hour	$ 305.00

Hourly Rate	Capacity/Size/HP	Hourly Rate
$ 50.00	37 ft/15 HP	$ 27.50

$ 55.00	60 ft/To 30 HP	$ 34.50
$ 75.00	70 ft/To 50 HP	$ 44.00
$ 100.00	125 ft/To 85 HP	$ 82.50
$ 125.00	150 ft/To 130 HP	$ 112.50
$ 125.00	25 ft	$ 27.00
$ 155.00	50 ft	$ 51.75
$ 190.00	75 ft	$ 70.75
$ 185.00	100 ft	$ 137.50
$ 15.00	N/A	$ 10.00

$ 25.00	N/A	$ 35.00
$ 35.00	N/A	$ 40.00
$ 45.00	N/A	$ 50.00
$ 75.00	N/A	$ 40.00
$ 175.00	1.0 CY	$ 20.00
$ 175.00	2.5 CY	$ 30.00
$ 195.00	5.0 CY	$ 40.00
$ 225.00	7.5 CY	$ 60.00
$ 20.00	16 in	$ 10.00

$ 25.00	25 in	$ 12.00
$ 25.00	18 in	$ 10.00
$ 185.00	6 in/To 35 HP	$ 50.00
$ 185.00	12 in/To 65 HP	$ 75.00
$ 185.00	16 in/To 100 HP	$ 125.00
$ 185.00	18 in/To 125 HP	$ 150.00
$ 225.00	18 in/To 200 HP	$ 300.00
$ 225.00	19 in/To 300 HP	$ 350.00
$ 325.00	20 in/To 450 HP	$ 450.00

$ 395.00	21 in/To 650 HP	$ 500.00
$ 290.00	8 MT/To 80 HP	$ 125.00
$ 340.00	15 MT/To 150 HP	$ 150.00
$ 390.00	27 MT/To 200 HP	$ 160.00
$ 440.00	45 MT/To 300 HP	$ 225.00
$ 540.00	70 MT/To 350 HP	$ 275.00
$ 750.00	110 MT/To 450 HP	$ 350.00
$ 290.00	17,600 lbs	$ 70.00
$ 340.00	33,000 lbs	$ 90.00

$ 190.00	60,000 lbs	$ 110.00
$ 650.00	120,000 lbs	$ 200.00
$ 90.00	6,000 lbs/To 60 HP	$ 50.00
$ 90.00	12,000 lbs/To 90 HP	$ 60.00
$ 150.00	18,000 lbs/To 140 HP	$ 65.00
$ 150.00	50,000 lbs/To 215 HP	$ 70.00
$ 125.00	1,000 lbs/To 35 HP	$ 50.00
$ 135.00	2,000 lbs/To 65 HP	$ 60.00
$ 145.00	3,000 lbs/To 85 HP	$ 80.00

$ 165.00	4,000 lbs/To 94 HP	$ 95.00
$ 165.00	0.5 CY/To 38 HP	$ 110.00
$ 190.00	1 CY/To 60 HP	$ 125.00
$ 215.00	2 CY/To 105 HP	$ 135.00
$ 215.00	3 CY/To 152 HP	$ 145.00
$ 225.00	4 CY/To 200 HP	$ 155.00
$ 245.00	5 CY/To 250 HP	$ 165.00
$ 265.00	6 CY/To 305 HP	$ 175.00
$ 295.00	7 CY/To 360 HP	$ 185.00

$ 325.00	8 CY/To 415 HP	$ 195.00
$ 425.00	9 CY/To 470 HP	$ 215.00
$ 425.00	10 CY/To 530 HP	$ 225.00
$ 140.00	0.5 CY/To 40 HP	$ 50.00
$ 150.00	1 CY/To 95 HP	$ 60.00
$ 160.00	1.5 CY/To 95 HP	$ 75.00
$ 215.00	1.75 CY/To 115 HP	$ 80.00
$ 25.00	14 in/To 14 HP	$ 25.00
$ 35.00	26 in/To 35 HP	$ 30.00

$ 45.00	48 in/To 65 HP	$ 35.00
$ 195.00	To 110 HP	$ 45.00
$ 195.00	To 150 HP	$ 50.00
$ 195.00	To 200 HP	$ 75.00
$ 100.00	20 CY	$ 40.00
$ 130.00	30 CY	$ 55.00
$ 150.00	40 CY	$ 60.00
$ 150.00	30 Tons	$ 115.00
$ 160.00	40 Tons	$ 130.00

$ 220.00	60 Tons	$ 150.00
$ 290.00	120 Tons	$ 20.00
$ 100.00	8 CY/To 210 HP	$ 65.00
$ 110.00	10 CY/To 235 HP	$ 75.00
$ 120.00	12 CY/To 255 HP	$ 85.00
$ 130.00	18 CY/To 330 HP	$ 105.00
$ 140.00	28 CY/To 400 HP	$ 120.00
$ 150.00	40 CY/To 460 HP	$ 125.00
$ 160.00	50 CY/To 620 HP	$ 130.00

$ 160.00	15,000 lbs/To 150 HP	$ 30.00
$ 170.00	25,000 lbs/To 180 HP	$ 40.00
$ 170.00	30,000 lbs/To 215 HP	$ 45.00
$ 180.00	45,000 lbs/To 250 HP	$ 50.00
$ 190.00	50,000 lbs/To 300 HP	$ 60.00
$ 200.00	To 375 HP	$ 70.00
$ 220.00	To 450 HP	$ 80.00
$ 190.00	N/A	$ 100.00
$ 65.00	To 130 HP	$ 15.00

$ 70.00	To 180 HP	$ 18.00
$ 75.00	To 230 HP	$ 20.00
$ 75.00	To 280 HP	$ 25.00
$ 170.00	To 210 HP	$ 40.00
$ 190.00	To 265 HP	$ 50.00
$ 190.00	To 310 HP	$ 55.00
$ 210.00	To 350 HP	$ 65.00
$ 350.00	To 400 HP	$ 325.00
$ 450.00	To 500 HP	$ 370.00

$ 450.00	To 600 HP	$ 425.00
$ 650.00	To 700 HP	$ 450.00
$ 750.00	To 800 HP	$ 525.00
$ 900.00	To 900 HP	$ 600.00
$ 950.00	To 1,000 HP	$ 650.00

			$ 125.00
	YES		
	YES		
	YES		

Southern Disaster Recovery LLC
Greenville, SC
Total Price
$ 2,677,500.00
$ 2,547,000.00
$ 2,685,000.00
$ 2,685,000.00

$ 59,000.00
$ 132,900.00
$ 13,725,000.00
$ 14,350,000.00
$ 181.00
$ 299.00
$ 38,861,880.00

Unit of Measure	Unit Price

Pound	$ 4.50
Pound	$ 2.50
Pound	$ 7.25
Pound	$ 5.00
Each	$ 35.00
Cubic Yard	$ 14.00
Cubic Yard	$ 16.50
Cubic Yard	$ 18.10
Cubic Yard	$ 20.00

Cubic Yard	$ 26.00
Cubic Yard	$ 32.50
Cubic Yard	$ 6.65
Cubic Yard	$ 8.75
Each	$ 325.00
Linear Foot	$ 72.00
Linear Foot	$ 163.00
Each	$ 155.00
Each	$ 25.00

Each	$ 410.00
Each	$ 245.00
Each	$ 370.00
Each	$ 485.00
Each	$ 590.00
Hour	$ 295.00

Capacity/Size/HP	Hourly Rate
37 ft/15 HP	$ 12.53

60 ft/To 30 HP	$ 22.54
70 ft/To 50 HP	$ 40.96
125 ft/To 85 HP	$ 77.91
150 ft/To 130 HP	$ 98.21
25 ft	$ 15.93
50 ft	$ 28.76
75 ft	$ 54.60
100 ft	$ 55.30
N/A	$ 1.54

N/A	$ 80.43
N/A	$ 80.43
N/A	$ 80.43
N/A	$ 80.43
1.0 CY	$ 6.47
2.5 CY	$ 12.22
5.0 CY	$ 18.34
7.5 CY	$ 31.36
16 in	$ 2.38

25 in	**$ 4.83**
18 in	**$ 1.75**
6 in/To 35 HP	**$ 12.04**
12 in/To 65 HP	**$ 23.60**
16 in/To 100 HP	**$ 34.03**
18 in/To 125 HP	**$ 49.00**
18 in/To 200 HP	**$ 70.14**
19 in/To 300 HP	**$ 168.00**
20 in/To 450 HP	**$ 197.00**

21 in/To 650 HP	$ 245.00
8 MT/To 80 HP	$ 54.18
15 MT/To 150 HP	$ 93.66
27 MT/To 200 HP	$ 126.25
45 MT/To 300 HP	$ 250.04
70 MT/To 350 HP	$ 340.48
110 MT/To 450 HP	$ 340.48
17,600 lbs	$ 20.86
33,000 lbs	$ 31.36

60,000 lbs	$ 51.10
120,000 lbs	$ 83.00
6,000 lbs/To 60 HP	$ 18.20
12,000 lbs/To 90 HP	$ 25.90
18,000 lbs/To 140 HP	$ 33.60
50,000 lbs/To 215 HP	$ 71.96
1,000 lbs/To 35 HP	$ 19.81
2,000 lbs/To 65 HP	$ 51.80
3,000 lbs/To 85 HP	$ 50.47

4,000 lbs/To 94 HP	$ 64.00
0.5 CY/To 38 HP	$ 28.14
1 CY/To 60 HP	$ 51.66
2 CY/To 105 HP	$ 49.70
3 CY/To 152 HP	$ 61.39
4 CY/To 200 HP	$ 83.02
5 CY/To 250 HP	$ 89.60
6 CY/To 305 HP	$ 145.60
7 CY/To 360 HP	$ 174.30

8 CY/To 415 HP	$ 239.96
9 CY/To 470 HP	$ 252.00
10 CY/To 530 HP	$ 267.00
0.5 CY/To 40 HP	$ 31.01
1 CY/To 95 HP	$ 41.30
1.5 CY/To 95 HP	$ 54.04
1.75 CY/To 115 HP	$ 66.88
14 in/To 14 HP	$ 10.08
26 in/To 35 HP	$ 16.80

48 in/To 65 HP	$ 35.14
To 110 HP	$ 107.38
To 150 HP	$ -
To 200 HP	$ -
20 CY	$ 15.90
30 CY	$ 18.34
40 CY	$ 23.50
30 Tons	$ 19.81
40 Tons	$ 21.70

60 Tons	$ 26.39
120 Tons	$ 39.69
8 CY/To 210 HP	$ 68.46
10 CY/To 235 HP	$ 85.08
12 CY/To 255 HP	$ 94.78
18 CY/To 330 HP	$ 105.70
28 CY/To 400 HP	$ 169.68
40 CY/To 460 HP	$ 174.00
50 CY/To 620 HP	$ 182.00

15,000 lbs/To 150 HP	$ 36.00
25,000 lbs/To 180 HP	$ 49.00
30,000 lbs/To 215 HP	$ 37.94
45,000 lbs/To 250 HP	$ 62.58
50,000 lbs/To 300 HP	$ 67.00
To 375 HP	$ 79.00
To 450 HP	$ 86.00
N/A	$ 97.00
To 130 HP	$ 17.22

To 180 HP	**$ 21.22**
To 230 HP	**$ 24.71**
To 280 HP	**$ 27.79**
To 210 HP	**$ 29.36**
To 265 HP	**$ 62.00**
To 310 HP	**$ 64.40**
To 350 HP	**$ 73.85**
To 400 HP	**$ 133.49**
To 500 HP	**$ 201.11**

To 600 HP	**$ 257.04**
To 700 HP	**$ 330.00**
To 800 HP	**$ 450.80**
To 900 HP	**$ 520.00**
To 1,000 HP	**$ 570.00**

YES	
YES	
YES	

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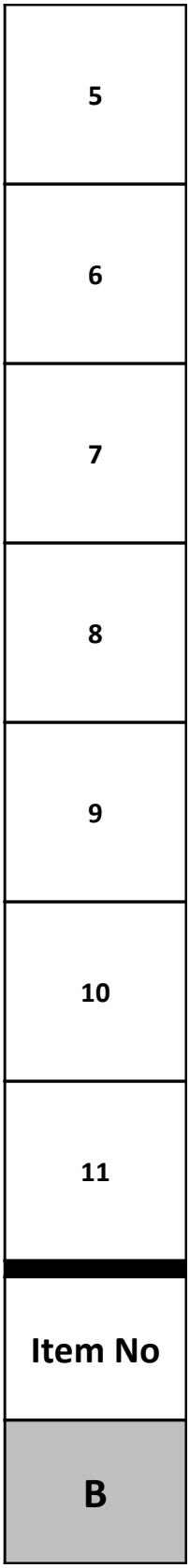
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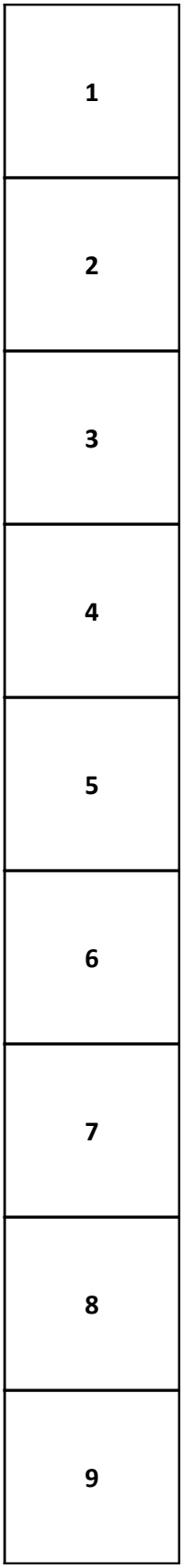
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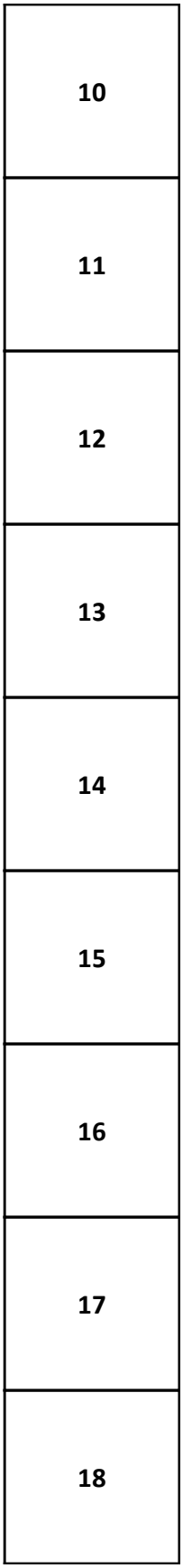
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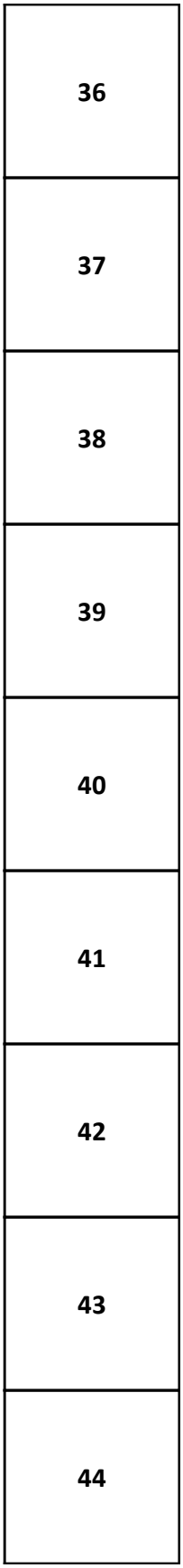
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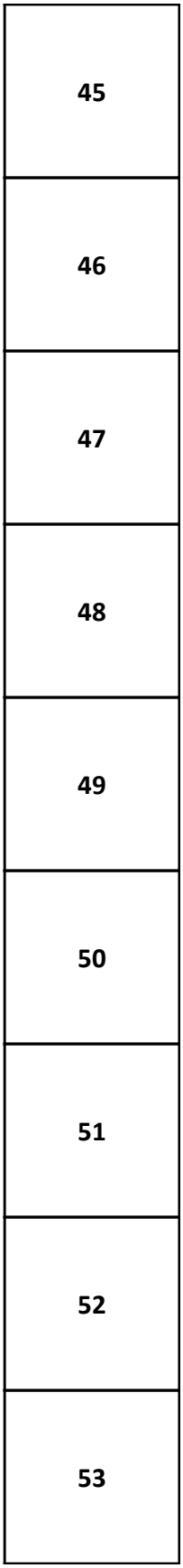
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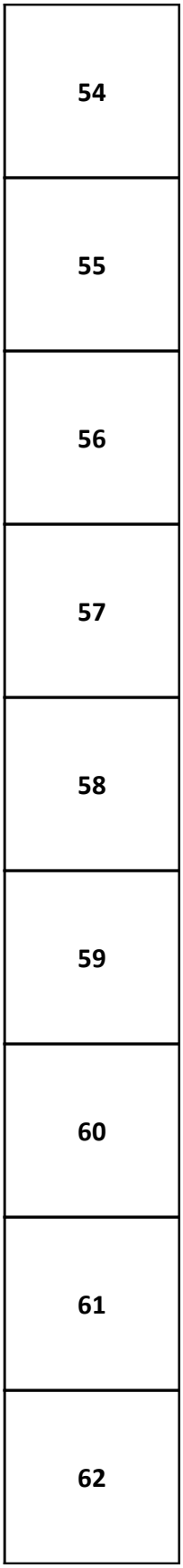
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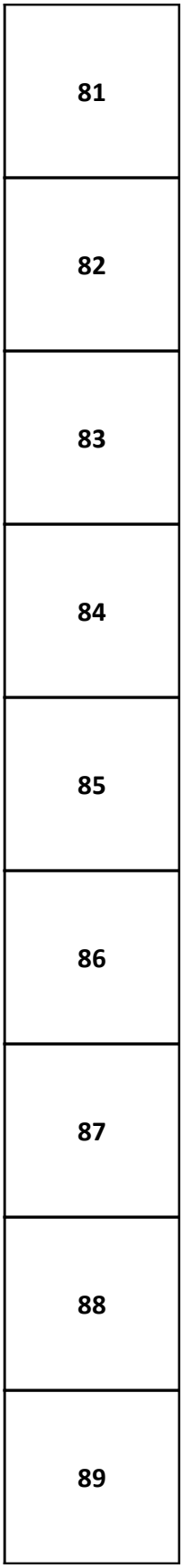
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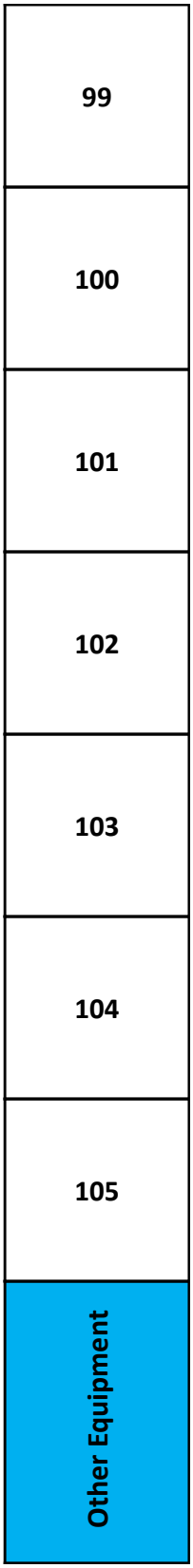
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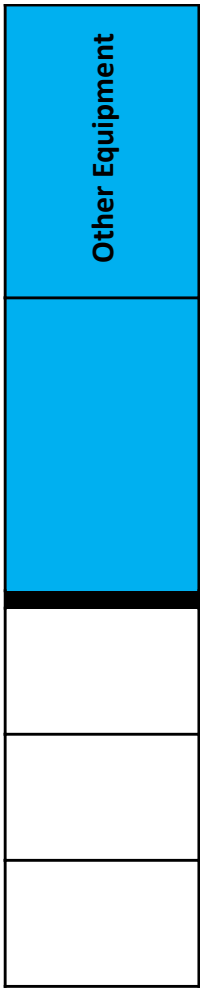
Other Equipment



DISCLAIM

CONTRAC

Description
Category
Management and Reduction
Vegetative Collect and Haul
C & D Collect and Haul
Mixed Debris Collect and Haul

White Goods Collect and Haul
Tree Operations
Final Disposition - Reduced Debris; Collect and Haul
Final Disposition - Unreduced Debris; Collect and Haul
Project Management
Work Crews
SCHEDULE A TOTAL:
Description
Category (Schedule B)

Load, Haul and Dispose of Household Hazardous Waste (Specialty Removal)
Electronic Waste - Removal of Electronic Debris that contains hazardous materials; includes computer monitors and televisions. (Specialty Removal)
Biowaste - Removal of waste capable of causing infection to humans (animal waste, human blood, pathological waste) (Specialty Removal)
Putrescent Removal - Removal of debris that will decompose or rot (animals and organic fleshy matter) (Specialty Removal)
Load, Haul and Dispose of Animal Carcasses (Specialty Removal)
Width 0-4 feet (Canal and Waterway Debris Removal)
Width 4.1-8 feet (Canal and Waterway Debris Removal)
Width 8.1-12 feet (Canal and Waterway Debris Removal)
Width 12.1-16 feet (Canal and Waterway Debris Removal)

Width 16.1-20 feet (Canal and Waterway Debris Removal)
Width 20.1 feet or greater (Canal and Waterway Debris Removal)
Screen/Sift Sand, Soil and Mud (Sand Collection and Screening)
Load and Haul Sand, Soil and Mud (Sand Collection and Screening)
Vehicle Removal (Removal and Storage of Vehicles and Vessels)
Vessel Removal (Land) (Removal and Storage of Vehicles and Vessels)
Vessel Removal (Marine) (Removal and Storage of Vehicles and Vessels)
6.0 inch - 24.0 inch diameter (Hazardous Tree Bracing)
24.1 inch - 36.0 inch diameter (Hazardous Tree Bracing)

Greater than 36.0 inch diameter (Hazardous Tree Bracing)
24 -36 inches diameter (Hazardous Stump Removal)
36.1-48 inches diameter (Hazardous Stump Removal)
48.1-72 inches diameter (Hazardous Stump Removal)
Greater than 72 inches diameter (Hazardous Stump Removal)
Wheel Loader with Operator, 2.5cy, Foreman with Support Vehicle and Small Equipment, Laborer with Chainsaw and two (2) Laborers with Small Tools (Work Crew Category: (Typical Crew Makeup for "First Push" Operations))

Description

Equipment (Equipment Rate Schedule)
Aerial Lift, Self Propelled
Aerial Lift, Self Propelled
Aerial Lift, Self Propelled
Aerial Lift, Self Propelled
Aerial Lift, Self Propelled
Aerial Lift, Truck Mounted
Aerial Lift, Truck Mounted
Aerial Lift, Truck Mounted

Aerial Lift, Truck Mounted
Breaker, Hand-Held Pavement
Breaker, Pavement
Breaker, Pavement
Breaker, Pavement
Breaker, Pavement
Bucket, Clamshell
Bucket, Clamshell
Bucket, Clamshell

Bucket, Clamshell
Chainsaw
Chainsaw
Chainsaw Pole
Chipper, Brush
Chipper, Brush
Chipper, Brush
Chipper, Brush
Chipper, Brush

Chipper, Brush
Chipper, Brush
Chipper, Brush
Crane
Crane
Crane
Crane
Crane
Crane

Crane, Truck Mounted
Crane, Truck Mounted
Crane, Truck Mounted
Crane, Truck Mounted
Fork Lift
Fork Lift
Fork Lift
Fork Lift
Loader, Skid-Steer

Loader, Skid-Steer
Loader, Skid-Steer
Loader, Skid-Steer
Loader, Wheel
Loader, Wheel
Loader, Wheel
Loader, Wheel
Loader, Wheel
Loader, Wheel

Loader, Wheel
Loader, Wheel
Loader, Wheel
Loader, Wheel
Loader, Wheel
Loader-Backhoe, Wheel
Loader-Backhoe, Wheel
Loader-Backhoe, Wheel
Loader-Backhoe, Wheel

Saw, Concrete
Saw, Concrete
Saw, Concrete
Sweeper, Pavement
Sweeper, Pavement
Sweeper, Pavement
Trailer, Dump
Trailer, Dump
Trailer, Dump

Trailer, Equipment
Trailer, Equipment
Trailer, Equipment
Trailer, Equipment
Truck, Dump
Truck, Dump
Truck, Dump
Truck, Dump
Truck, Dump

Truck, Dump
Truck, Dump
Truck, Flatbed
Truck, Flatbed
Truck, Flatbed
Truck, Flatbed
Truck, Flatbed
Truck, Flatbed
Truck, Flatbed

Truck, Knuckle Boom
Truck, Pickup
Truck, Pickup
Truck, Pickup
Truck, Pickup
Truck, Tractor
Truck, Tractor
Truck, Tractor
Truck, Tractor

Tub Grinder
Tub Grinder
Tub Grinder
Tub Grinder
Tub Grinder
Tub Grinder
Tub Grinder
Marine Debris Removal Land Based

Marine Debris Removal Water Based
Marine Based Debris Removal(per Addendum)
Required Forms Submitted:
Bid Bond Submitted:
Responsive & Responsible Bidder:

ER: THIS BID TABULATION INDICATES ONLY THE BIDS AS

T COMPLIANCE. NO CONCLUSIONS ABOUT CONTRACT A

OPENING DATE/TIME: J

Bid Tab

ITB #

Disaster Debris Removal a

Phillips & Jordan Inc	Graham
Knoxville, TN	
Total Price	
$ 2,377,500.00	$ 2,
$ 2,535,000.00	$ 2,
$ 2,535,000.00	$ 2,
$ 2,535,000.00	$ 2,

$ 77,500.00	$
$ 107,000.00	$
$ 11,795,000.00	$ 10
$ 12,175,000.00	$ 11
$ 281.00	
$ 432.00	
$ 34,137,713.00	$ 31

Unit of Measure	Unit Price	Unit of M

Pound	$ 9.00	Pou
Pound	$ 5.00	Pou
Pound	$ 10.00	Pou
Pound	$ 5.00	Pou
Each	$ 2.50	Ea
Cubic Yard	$ 30.00	Cubic
Cubic Yard	$ 45.00	Cubic
Cubic Yard	$ 48.00	Cubic
Cubic Yard	$ 52.00	Cubic

Cubic Yard	$ 58.00	Cubic
Cubic Yard	$ 65.00	Cubic
Cubic Yard	$ 7.00	Cubic
Cubic Yard	$ 12.00	Cubic
Each	$ 200.00	Ea
Linear Foot	$ 20.00	Linear
Linear Foot	$ 40.00	Linear
Each	$ 50.00	Ea
Each	$ 75.00	Ea

Each	$ 100.00	Ea
Each	$ 175.00	Ea
Each	$ 250.00	Ea
Each	$ 375.00	Ea
Each	$ 500.00	Ea
Hour	$ 350.00	Ho
	See Other on pricing sheet for pricing on other Staff	

Capacity/Size/HP	Hourly Rate	Capacity/

37 ft/15 HP		$ 75.00	37 ft/
60 ft/To 30 HP		$ 75.00	60 ft/To
70 ft/To 50 HP		$ 95.00	70 ft/To
125 ft/To 85 HP		$ 105.00	125 ft/T
150 ft/To 130 HP		$ 125.00	150 ft/To
25 ft		$ 125.00	25
50 ft		$ 125.00	50
75 ft		$ 150.00	75

100 ft	$ 250.00	100
N/A	$ -	N/
N/A	$ -	N/
N/A	$ -	N/
N/A	$ -	N/
N/A	$ -	N/
1.0 CY	$ 12.00	1.0
2.5 CY	$ 15.00	2.5
5.0 CY	$ 25.00	5.0

7.5 CY	$ 50.00	7.5
16 in	$ 15.00	16
25 in	$ 20.00	25
18 in	$ 25.00	18
6 in/To 35 HP	$ 50.00	6 in/To
12 in/To 65 HP	$ 60.00	12 in/T
16 in/To 100 HP	$ 75.00	16 in/To
18 in/To 125 HP	$ 95.00	18 in/To
18 in/To 200 HP	$ 200.00	18 in/To

19 in/To 300 HP	$ 300.00	19 in/To
20 in/To 450 HP	$ 350.00	20 in/To
21 in/To 650 HP	$ 400.00	21 in/To
8 MT/To 80 HP	$ 360.00	8 MT/T
15 MT/To 150 HP	$ 360.00	15 MT/T
27 MT/To 200 HP	$ 360.00	27 MT/T
45 MT/To 300 HP	$ 480.00	45 MT/T
70 MT/To 350 HP	$ 560.00	70 MT/T
110 MT/To 450 HP	$ 850.00	110 MT/T

17,600 lbs	$ 275.00	17,60
33,000 lbs	$ 275.00	33,00
60,000 lbs	$ 275.00	60,00
120,000 lbs	$ 360.00	120,0
6,000 lbs/To 60 HP	$ 100.00	6,000 lbs/
12,000 lbs/To 90 HP	$ 150.00	12,000 lbs
18,000 lbs/To 140 HP	$ 175.00	18,000 lbs/
50,000 lbs/To 215 HP	$ 200.00	50,000 lbs/
1,000 lbs/To 35 HP	$ 95.00	1,000 lbs/

2,000 lbs/To 65 HP	$ 95.00	2,000 lbs/
3,000 lbs/To 85 HP	$ 105.00	3,000 lbs/
4,000 lbs/To 94 HP	$ 125.00	4,000 lbs/
0.5 CY/To 38 HP	$ 95.00	0.5 CY/T
1 CY/To 60 HP	$ 100.00	1 CY/To
2 CY/To 105 HP	$ 110.00	2 CY/To
3 CY/To 152 HP	$ 125.00	3 CY/To
4 CY/To 200 HP	$ 145.00	4 CY/To
5 CY/To 250 HP	$ 165.00	5 CY/To

6 CY/To 305 HP	$ 185.00	6 CY/To
7 CY/To 360 HP	$ 210.00	7 CY/To
8 CY/To 415 HP	$ 285.00	8 CY/To
9 CY/To 470 HP	$ 300.00	9 CY/To
10 CY/To 530 HP	$ 350.00	10 CY/To
0.5 CY/To 40 HP	$ 105.00	0.5 CY/T
1 CY/To 95 HP	$ 110.00	1 CY/To
1.5 CY/To 95 HP	$ 115.00	1.5 CY/T
1.75 CY/To 115 HP	$ 125.00	1.75 CY/T

14 in/To 14 HP	$ 25.00	14 in/T
26 in/To 35 HP	$ 35.00	26 in/T
48 in/To 65 HP	$ 55.00	48 in/T
To 110 HP	$ 85.00	To 11
To 150 HP	$ 100.00	To 15
To 200 HP	$ 110.00	To 20
20 CY	$ 25.00	20
30 CY	$ 30.00	30
40 CY	$ 40.00	40

30 Tons	$ 50.00	30 T
40 Tons	$ 60.00	40 T
60 Tons	$ 70.00	60 T
120 Tons	$ 150.00	120
8 CY/To 210 HP	$ 75.00	8 CY/To
10 CY/To 235 HP	$ 85.00	10 CY/Tc
12 CY/To 255 HP	$ 85.00	12 CY/Tc
18 CY/To 330 HP	$ 95.00	18 CY/Tc
28 CY/To 400 HP	$ 125.00	28 CY/Tc

40 CY/To 460 HP	$ 135.00	40 CY/To
50 CY/To 620 HP	$ 135.00	50 CY/To
15,000 lbs/To 150 HP	$ 85.00	15,000 lbs/
25,000 lbs/To 180 HP	$ 85.00	25,000 lbs/
30,000 lbs/To 215 HP	$ 90.00	30,000 lbs/
45,000 lbs/To 250 HP	$ 95.00	45,000 lbs/
50,000 lbs/To 300 HP	$ 110.00	50,000 lbs/
To 375 HP	$ 120.00	To 37
To 450 HP	$ 130.00	To 45

N/A	$ 185.00	N/
To 130 HP	$ 15.00	To 13
To 180 HP	$ 15.00	To 18
To 230 HP	$ 15.00	To 23
To 280 HP	$ 15.00	To 28
To 210 HP	$ 135.00	To 21
To 265 HP	$ 140.00	To 26
To 310 HP	$ 145.00	To 31
To 350 HP	$ 150.00	To 35

To 400 HP	$ 400.00	To 40
To 500 HP	$ 500.00	To 50
To 600 HP	$ 500.00	To 60
To 700 HP	$ 500.00	To 70
To 800 HP	$ 600.00	To 80
To 900 HP	$ 600.00	To 90
To 1,000 HP	$ 600.00	To 1,0
Rate per CY		

Rate per CY			
Rate per CY			
YES			
YES			
YES			

une 9th, 2020 @ 4:30PM	
ɔulation	
20-06	
nd Disposal Services FEMA	
n County Land Company	Bergeron Emergency Se
Robbinsville, NC	Fort Lauderdale, F
Total Price	Total Price
,430,000.00	$ 2,775,000
,085,000.00	$ 2,475,000
,085,000.00	$ 2,625,000
,085,000.00	$ 2,625,000

52,500.00	$ 90,000.0
52,100.00	$ 138,500.(
),975,000.00	$ 13,700,000
1,250,000.00	$ 22,200,000
$ 226.00	$ 310.00
$ 406.00	$ 482.00
1,015,232.00	$ 46,629,292

Measure	Unit Price	Unit of Measure

ınd	$ 1.00	Pound
ınd	$ 1.00	Pound
ınd	$ 1.00	Pound
ınd	$ 1.00	Pound
ch	$ 1.00	Each
: Yard	$ 12.00	Cubic Yard
: Yard	$ 12.00	Cubic Yard
: Yard	$ 12.00	Cubic Yard
: Yard	$ 12.00	Cubic Yard

: Yard	$ 14.00	Cubic Yard
: Yard	$ 16.00	Cubic Yard
: Yard	$ 10.00	Cubic Yard
: Yard	$ 5.00	Cubic Yard
ch	$ 1.00	Each
r Foot	$ 1.00	Linear Foot
r Foot	$ 50.00	Linear Foot
ch	$ 1.00	Each
ch	$ 1.00	Each

ch	$ 1.00	Each
ch	$ 150.00	Each
ch	$ 230.00	Each
ch	$ 350.00	Each
ch	$ 1.00	Each
ur	$ -	Hour
/Size/HP	Hourly Rate	Capacity/Size/HP

15 HP	$ 50.00	37 ft/15 HP	
o 30 HP	$ 50.00	60 ft/To 30 HP	
o 50 HP	$ 50.00	70 ft/To 50 HP	
o 85 HP	$ 50.00	125 ft/To 85 HP	
o 130 HP	$ 50.00	150 ft/To 130 HP	
ft	$ 50.00	25 ft	
ft	$ 50.00	50 ft	
ft	$ 50.00	75 ft	

) ft	$ 50.00	100 ft
/A	$ 30.00	N/A
/A	$ 30.00	N/A
/A	$ 30.00	N/A
/A	$ 30.00	N/A
/A	$ 30.00	N/A
CY	$ 1.00	1.0 CY
CY	$ 1.00	2.5 CY
CY	$ 1.00	5.0 CY

CY	$ 1.00	7.5 CY
in	$ 1.00	16 in
in	$ 1.00	25 in
in	$ 1.00	18 in
35 HP	$ 35.00	6 in/To 35 HP
o 65 HP	$ 75.00	12 in/To 65 HP
100 HP	$ 100.00	16 in/To 100 HP
125 HP	$ 140.00	18 in/To 125 HP
200 HP	$ 195.00	18 in/To 200 HP

› 300 HP	$ 275.00	19 in/To 300 HP
› 450 HP	$ 350.00	20 in/To 450 HP
› 650 HP	$ 500.00	21 in/To 650 HP
o 80 HP	$ 100.00	8 MT/To 80 HP
o 150 HP	$ 175.00	15 MT/To 150 HP
o 200 HP	$ 250.00	27 MT/To 200 HP
o 300 HP	$ 350.00	45 MT/To 300 HP
o 350 HP	$ 450.00	70 MT/To 350 HP
To 450 HP	$ 500.00	110 MT/To 450 HP

)0 lbs	$ 100.00	17,600 lbs
)0 lbs	$ 250.00	33,000 lbs
)0 lbs	$ 450.00	60,000 lbs
00 lbs	$ 750.00	120,000 lbs
/To 60 HP	$ 50.00	6,000 lbs/To 60 HP
/To 90 HP	$ 50.00	12,000 lbs/To 90 HP
/To 140 HP	$ 50.00	18,000 lbs/To 140 HP
/To 215 HP	$ 50.00	50,000 lbs/To 215 HP
/To 35 HP	$ 72.00	1,000 lbs/To 35 HP

/To 65 HP	$ 72.00	2,000 lbs/To 65 HP
/To 85 HP	$ 72.00	3,000 lbs/To 85 HP
/To 94 HP	$ 72.00	4,000 lbs/To 94 HP
To 38 HP	$ 80.00	0.5 CY/To 38 HP
o 60 HP	$ 80.00	1 CY/To 60 HP
105 HP	$ 80.00	2 CY/To 105 HP
152 HP	$ 80.00	3 CY/To 152 HP
200 HP	$ 80.00	4 CY/To 200 HP
250 HP	$ 80.00	5 CY/To 250 HP

305 HP	$ 80.00	6 CY/To 305 HP
360 HP	$ 80.00	7 CY/To 360 HP
415 HP	$ 80.00	8 CY/To 415 HP
470 HP	$ 80.00	9 CY/To 470 HP
530 HP	$ 80.00	10 CY/To 530 HP
To 40 HP	$ 50.00	0.5 CY/To 40 HP
95 HP	$ 50.00	1 CY/To 95 HP
To 95 HP	$ 50.00	1.5 CY/To 95 HP
To 115 HP	$ 50.00	1.75 CY/To 115 HP

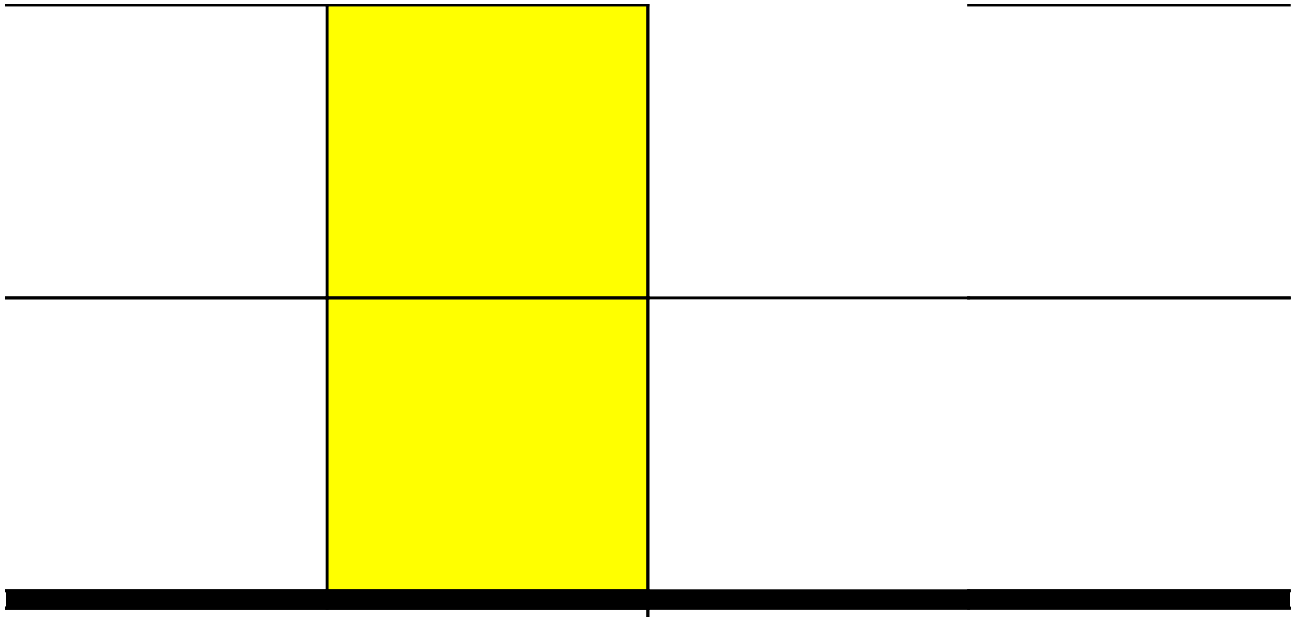
o 14 HP	$ 10.00	14 in/To 14 HP
o 35 HP	$ 10.00	26 in/To 35 HP
o 65 HP	$ 10.00	48 in/To 65 HP
L0 HP	$ 30.00	To 110 HP
50 HP	$ 30.00	To 150 HP
00 HP	$ 30.00	To 200 HP
CY	$ 30.00	20 CY
CY	$ 30.00	30 CY
CY	$ 30.00	40 CY

ons	$ 30.00	30 Tons
ons	$ 30.00	40 Tons
ons	$ 30.00	60 Tons
Tons	$ 30.00	120 Tons
210 HP	$ 75.00	8 CY/To 210 HP
o 235 HP	$ 85.00	10 CY/To 235 HP
o 255 HP	$ 95.00	12 CY/To 255 HP
o 330 HP	$ 115.00	18 CY/To 330 HP
o 400 HP	$ 125.00	28 CY/To 400 HP

ɔ 460 HP	$ 135.00	40 CY/To 460 HP
ɔ 620 HP	$ 150.00	50 CY/To 620 HP
/To 150 HP	$ 40.00	15,000 lbs/To 150 HP
/To 180 HP	$ 40.00	25,000 lbs/To 180 HP
/To 215 HP	$ 40.00	30,000 lbs/To 215 HP
/To 250 HP	$ 40.00	45,000 lbs/To 250 HP
/To 300 HP	$ 40.00	50,000 lbs/To 300 HP
75 HP	$ 40.00	To 375 HP
50 HP	$ 40.00	To 450 HP

/A	$ 130.00	N/A
30 HP	$ 7.00	To 130 HP
30 HP	$ 7.00	To 180 HP
30 HP	$ 7.00	To 230 HP
30 HP	$ 7.00	To 280 HP
L0 HP	$ 50.00	To 210 HP
55 HP	$ 50.00	To 265 HP
L0 HP	$ 50.00	To 310 HP
50 HP	$ 50.00	To 350 HP

)0 HP	$ 150.00	To 400 HP
)0 HP	$ 340.00	To 500 HP
)0 HP	$ 450.00	To 600 HP
)0 HP	$ 550.00	To 700 HP
)0 HP	$ 650.00	To 800 HP
)0 HP	$ 800.00	To 900 HP
)00 HP	$ 900.00	To 1,000 HP



YES	YES
YES	YES
YES	YES

ervices	Ashbritt Inc
FL	Deerfield Beach, FL
	Total Price
.00	$ 1,785,000.00		
.00	$ 2,250,000.00		
.00	$ 2,250,000.00		
.00	$ 2,250,000.00		

00	$ 62,500.00
00	$ 115,500.00
0.00	$ 8,425,000.00
0.00	$ 13,100,000.00
	$ 230.00
	$ 385.00
2.00	$ 30,238,615.00

Unit Price	Unit of Measure	Unit Price

$ 80.00	Pound	$ 12.00
$ 25.00	Pound	$ 75.00
$ 350.00	Pound	$ 200.00
$ 7.00	Pound	$ 3.95
$ 7.00	Each	$ 3.95
$ 45.00	Cubic Yard	$ 50.00
$ 60.00	Cubic Yard	$ 50.00
$ 60.00	Cubic Yard	$ 50.00
$ 65.00	Cubic Yard	$ 50.00

$ 75.00	Cubic Yard	$ 50.00
$ 80.00	Cubic Yard	$ 50.00
$ 11.00	Cubic Yard	$ 22.00
$ 14.00	Cubic Yard	$ 18.00
$ 275.00	Each	$ 500.00
$ 250.00	Linear Foot	$ 35.00
$ 550.00	Linear Foot	$ 85.00
$ 175.00	Each	$ 50.00
$ 275.00	Each	$ 75.00

$ 375.00	Each	$ 100.00
$ 275.00	Each	$ 225.00
$ 375.00	Each	$ 325.00
$ 425.00	Each	$ 405.00
$ 550.00	Each	$ 550.00
$ 350.00	Hour	$ -

Hourly Rate	Capacity/Size/HP	Hourly Rate

$ 55.00	37 ft/15 HP		$ 21.75
$ 75.00	60 ft/To 30 HP		$ 30.00
$ 95.00	70 ft/To 50 HP		$ 45.00
$ 125.00	125 ft/To 85 HP		$ 75.00
$ 175.00	150 ft/To 130 HP		$ 97.50
$ 125.00	25 ft		$ 105.00
$ 175.00	50 ft		$ 166.25
$ 250.00	75 ft		$ 185.00

$ 275.00	100 ft	$ 200.00
$ 25.00	N/A	$ 21.00
$ 55.00	N/A	$ 42.00
$ 55.00	N/A	$ 42.00
$ 55.00	N/A	$ 42.00
$ 55.00	N/A	$ 42.00
$ 35.00	1.0 CY	$ 7.50
$ 50.00	2.5 CY	$ 11.25
$ 75.00	5.0 CY	$ 21.00

$ 125.00	7.5 CY	$ 30.00
$ 39.00	16 in	$ 3.00
$ 39.00	25 in	$ 4.85
$ 39.00	18 in	$ 3.50
$ 55.00	6 in/To 35 HP	$ 72.00
$ 75.00	12 in/To 65 HP	$ 82.50
$ 75.00	16 in/To 100 HP	$ 97.50
$ 90.00	18 in/To 125 HP	$ 112.50
$ 90.00	18 in/To 200 HP	$ 120.00

$ 125.00	19 in/To 300 HP	$ 150.00
$ 250.00	20 in/To 450 HP	$ 180.00
$ 375.00	21 in/To 650 HP	$ 292.50
$ 200.00	8 MT/To 80 HP	$ 175.00
$ 275.00	15 MT/To 150 HP	$ 275.00
$ 325.00	27 MT/To 200 HP	$ 395.00
$ 400.00	45 MT/To 300 HP	$ 450.00
$ 475.00	70 MT/To 350 HP	$ 525.00
$ 550.00	110 MT/To 450 HP	$ 595.00

$ 275.00	17,600 lbs	$ 142.50
$ 300.00	33,000 lbs	$ 187.50
$ 325.00	60,000 lbs	$ 300.00
$ 375.00	120,000 lbs	$ 375.00
$ 125.00	6,000 lbs/To 60 HP	$ 52.50
$ 150.00	12,000 lbs/To 90 HP	$ 67.50
$ 150.00	18,000 lbs/To 140 HP	$ 82.50
$ 225.00	50,000 lbs/To 215 HP	$ 90.00
$ 120.00	1,000 lbs/To 35 HP	$ 110.00

$ 120.00	2,000 lbs/To 65 HP	$ 110.00
$ 135.00	3,000 lbs/To 85 HP	$ 127.50
$ 150.00	4,000 lbs/To 94 HP	$ 142.50
$ 140.00	0.5 CY/To 38 HP	$ 80.00
$ 155.00	1 CY/To 60 HP	$ 105.00
$ 175.00	2 CY/To 105 HP	$ 157.50
$ 200.00	3 CY/To 152 HP	$ 180.00
$ 225.00	4 CY/To 200 HP	$ 187.50
$ 250.00	5 CY/To 250 HP	$ 202.50

$ 275.00	6 CY/To 305 HP	$ 210.00
$ 300.00	7 CY/To 360 HP	$ 225.00
$ 350.00	8 CY/To 415 HP	$ 232.50
$ 375.00	9 CY/To 470 HP	$ 247.50
$ 475.00	10 CY/To 530 HP	$ 277.50
$ 150.00	0.5 CY/To 40 HP	$ 90.00
$ 175.00	1 CY/To 95 HP	$ 120.00
$ 200.00	1.5 CY/To 95 HP	$ 142.50
$ 225.00	1.75 CY/To 115 HP	$ 172.50

$ 40.00	14 in/To 14 HP	$ 12.75
$ 75.00	26 in/To 35 HP	$ 24.00
$ 90.00	48 in/To 65 HP	$ 40.13
$ 120.00	To 110 HP	$ 81.00
$ 120.00	To 150 HP	$ 93.75
$ 150.00	To 200 HP	$ 124.50
$ 75.00	20 CY	$ 25.00
$ 90.00	30 CY	$ 37.50
$ 110.00	40 CY	$ 43.75

$ 120.00	30 Tons	$ 37.50
$ 140.00	40 Tons	$ 50.00
$ 155.00	60 Tons	$ 62.50
$ 275.00	120 Tons	$ 110.00
$ 60.00	8 CY/To 210 HP	$ 75.00
$ 60.00	10 CY/To 235 HP	$ 82.50
$ 65.00	12 CY/To 255 HP	$ 83.00
$ 75.00	18 CY/To 330 HP	$ 112.50
$ 90.00	28 CY/To 400 HP	$ 142.50

$ 105.00	40 CY/To 460 HP	$ 180.00
$ 125.00	50 CY/To 620 HP	$ 180.00
$ 75.00	15,000 lbs/To 150 HP	$ 80.00
$ 90.00	25,000 lbs/To 180 HP	$ 87.00
$ 110.00	30,000 lbs/To 215 HP	$ 92.00
$ 150.00	45,000 lbs/To 250 HP	$ 97.00
$ 175.00	50,000 lbs/To 300 HP	$ 104.00
$ 200.00	To 375 HP	$ 109.00
$ 225.00	To 450 HP	$ 120.00

$ 225.00	N/A	$ 225.00
$ 75.00	To 130 HP	$ 60.00
$ 90.00	To 180 HP	$ 78.00
$ 125.00	To 230 HP	$ 80.31
$ 125.00	To 280 HP	$ 89.25
$ 120.00	To 210 HP	$ 112.50
$ 120.00	To 265 HP	$ 124.38
$ 150.00	To 310 HP	$ 134.38
$ 175.00	To 350 HP	$ 142.50

$ 375.00	To 400 HP	$ 225.00
$ 400.00	To 500 HP	$ 300.00
$ 425.00	To 600 HP	$ 375.00
$ 450.00	To 700 HP	$ 470.00
$ 475.00	To 800 HP	$ 510.00
$ 525.00	To 900 HP	$ 540.00
$ 575.00	To 1,000 HP	$ 595.00

	YES	
	YES	
	YES	

City of Port Orange
Public Works & Utilities Department

TO: M. H. Johansson, City Manager

FROM: Lynn Stevens, Director of Public Works & Utilities

DATE: June 10, 2020

SUBJECT: Award ITB#20-06, Disaster Debris Removal and Disposal Services

REQUEST:
The Public Works & Utilities Department is requesting Council approval to award ITB #20-06, Disaster Removal and Disposal Services to Ceres Environmental Services, Inc. and CrowderGulf Joint Venture, Inc. for five years with one five-year renewal and authorize City Manager to exercise renewals. Work will be authorized by task authorization when a qualifying event is declared.

PURPOSE:
The purpose of this request is to secure the services of professional and experienced debris removal and disposal contractors capable of removing large volumes of disaster-generated debris in a timely and lawful manner.

CONSIDERATION:
On June 9, 2020, Purchasing received nine (9) bids for ITB #20-06, Disaster Debris Removal and Disposal Services. The objective is to secure professional and experienced contractors capable of efficiently removing and disposing of large volumes of disaster-generated debris from public property, public rights-of-way and under limited conditions, private properties and accesses. The removal and disposal services must be conducted in a lawful and efficient manner and in accordance with the procedures and cost reimbursement policies of the Federal Emergency Management Agency (FEMA).

The bid submittals were reviewed, and it is recommended that three contracts be awarded to ensure the services are available post disaster. After review of the bids, staff recommends award to the following two bidders:

- Ceres Environmental Services, Inc. Brooklyn Park, MN
- CrowderGulf Joint Venture, Inc. Theodore, AL

Both vendors have regional offices in Florida and extensive experience in hurricane debris services following Florida hurricane events. Although the current contracts do not

expire until October 2021, staff chose to solicit bids prior to the end of the contract period due to changes in FEMA CFR compliance requirements.

Contractors will set up and operate temporary debris staging and reduction sites as required to facilitate the efficient removal of debris in a lawful, timely and cost-effective manner. By awarding to multiple contractors, the City gets the best response on each disaster event and ensures the City will be able to secure those services and maintain full compliance with all FEMA requirements to ensure maximum reimbursement. The actual cost will be calculated based upon the estimated volume of debris after an emergency event has occurred.

A Standard Contract for Service will be executed, and services will only be activated post disaster, via executed Task Authorization(s). Task Authorizations will be executed based on volume and degree of the debris generated.

The Standard Contract for Services will be valid from the date the City executes the contract for a five (5) year period with one (1) additional five (5) year renewal option. Authorization for services under the contract will be in the form of a Task Authorization and purchase order.

FUNDING: TBD

No funding is required to award this bid. Funding would be required at the time of issuance of a task authorization and after an emergency account code is created.

RECOMMENDATION

The Public Works & Utilities Department recommends City Council approve awarding ITB 20-06 Disaster Debris Removal and Disposal Services to Ceres Environmental Services, Inc. and CrowderGulf Joint Venture, Inc. for five years with one five-year renewal and authorize City Manager to exercise renewals.

ANTICIPATED SCHEDULE:

a.) Council Award – June 16, 2020

ATTACHMENTS:

a.) Bid Package – ITB #20-06

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/16/2020

Consent item: Yes

SUBJECT: (B7d) Award ITB#19-28 to Security and Fire Electronics for City Hall Fire Alarm Replacement

DEPARTMENT: Public Works

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve award of ITB19-28, City Hall Fire Alarm Replacement, to second low bid vendor, Security and Fire Electronics, for an amount of $64,480.50 (bid, $62,300.00 plus bond cost, $2,180.50); and authorizing the Mayor and City Clerk to execute all contract documents.

SUMMARY: The City received two (2) responsive bid submittals for ITB#19-28, City Hall Fire Alarm Replacement. Expert Security Professionals LLC was the low bid vendor with a bid of $14,272.97 followed by Security and Fire Electronics with a bid of $62,300.00. Expert Security was issued a Notice to Proceed effective January 13, 2020 but have since notified the City that they will not be able to full-fill their obligation due to the unrealized scope of work.

Second low bid vendor, Security and Fire Electronics, is willing to honor the pricing as submitted and they will obtain a payment & performance bond (not originally included in bid but is necessary for the work). Bid amount is $62,300.00. Request approval to award for an additional $2,180.50 (bond cost); total bid award amount $64,480.50.

Project No.: OMB016 City Hall Fire Alarm Replacement Funding Account No.:

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Standard Contract for Services and exhibits	Standard Contract for Services and exhibits.pdf
2.	Justification Memo Award ITB 19 28 City Hall Fire Alarm Replacement	Justification Memo Award ITB 19 28 City Hall Fire Alarm Replacement.docx
3.	BID SUBMITTAL ITB 19-28 SECURITY AND FIRE ELECTRONICS INC BID SUBMITTAL 10-3-19 (1)	BID SUBMITTAL ITB 19-28 SECURITY AND FIRE ELECTRONICS INC BID SUBMITTAL 10-3-19 (1).pdf
4.	ITB 19-28 CITY HALL FIRE ALARM REPLACEMENT FINAL (8-16-19)	ITB 19-28 CITY HALL FIRE ALARM REPLACEMENT FINAL (8-16-19).pdf
5.	ITB 19-28 Addendum 1 of 2 City Hall Fire Alarm	ITB 19-28 Addendum 1 of 2 City Hall Fire Alarm.pdf
6.	ITB 19-28 Addendum 2 of 2 City Hall	ITB 19-28 Addendum 2 of 2 City Hall Fire

	Fire Alarm	Alarm.pdf

Kynah Cockcroft	Created/Initiated - 5/22/2020
Kynah Cockcroft	Approved - 5/22/2020
Julia Wiggins	Approved - 5/26/2020
Tom DiEulio	Approved - 5/26/2020
Ronny Buttrum	Approved - 5/26/2020
Lynn Stevens	Approved - 6/1/2020
James Tillman	Approved - 6/1/2020
Matthew Jones	Approved - 6/10/2020
Jake Johansson	Approved - 6/11/2020
Robin Fenwick	Final Approval - 6/11/2020

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **2020**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **SECURITY AND FIRE ELECTRONICS, INC.**, a Florida corporation whose principal address is 2590 Dobbs Road, Saint Augustine, Florida 32086 ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. *Provision of Services*

(a) The Contractor hereby agrees to design, install, program, inspect, test and provide City personnel training for an Americans with Disabilities Act ("ADA") Code compliant fire alarm system, which shall include all labor, materials, applicable permits and fees, and as further described in Intent to BID 19-28 ("ITB 19-28"), Addendum No. 1, and Addendum No. 2, which are made a part hereof by reference. Contractor's Schedule of Unit Pricing, Scope of Work and Requirements/Specifications as referenced in ITB 19-28 is attached hereto as Exhibit "1," and made a part hereof by reference. A complete copy of ITB 19-28, Addendum No. 1, Addendum No. 2, and Contractor's Proposal is available in the Office of the City Clerk.

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

Term: The term of this Contract shall become effective on the last date the Contract is signed by the Parties. The work shall be substantially completed within two hundred ten (210) days from issuance of a Notice to Proceed, and an additional thirty (30) days for final completion (the "Term").

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

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

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

2. *City Obligations*. In return for the services identified above, the City agrees to compensate Contractor at the Schedule of Unit Pricing as set forth in Exhibit "1," attached hereto. The City's obligation to pay the Contractor under this Contract is limited to an amount not to exceed Sixty-Four Thousand Four Hundred Eighty and 50/100 Dollars (**$64,480.50**). All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. *Contract Documents*. The following forms, attached as Exhibit "2," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

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

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

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

6. *Termination for Convenience of the City*

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

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

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

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

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

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

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

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

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

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

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

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

9. *Examination of Records*

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

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

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

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

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

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

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

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

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

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

11. *Termination for Non-Appropriation of Funds*

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

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

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

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

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

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

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

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

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

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

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

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

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

15. *Modifications or Changes to this Contract*

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

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

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

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

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

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

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

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

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

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

20. *Inspection*

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

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

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

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

21. *Liability for Loss or Damage*.

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

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

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

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

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

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

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

24. *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.

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

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

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

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

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

Copy to:
City of Port Orange
Attention: Lynn Stevens, Public Works and Utilities Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5575

Contractor:
Security and Fire Electronics, Inc.
Attention: Donald S. Grundy, President
2590 Dobbs Road
Saint Augustine, Florida 32086
(904) 824-8553 – Telephone
(904) 824-7771 – Facsimile
DHGundry@Safeinc.com

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

29. *Contract Construction*

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

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

[Remainder of this page intentionally left blank]

Witnesses:

SECURITY AND FIRE ELECTRONICS. INC.

_____

Printed Name:_____

By:_____

Donald S. Grundy, President

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

_____

Printed Name:_____

Date:_____

STATE OF FLORIDA
COUNTY OF ST. JOHNS

The foregoing instrument was acknowledged before me by means of ___ physical presence or ____ online notarization, this _____ day of _____, 2020, by Donald S. Grundy, as President of Security and Fire Electronics, Inc., a Florida corporation. He ____ personally known or ____ produced _____as identification.

_____

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

Witnesses:

CITY OF PORT ORANGE

_____ By:_____

Printed Name:_____ Donald O. Burnette, Mayor

_____ Date:_____

Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ___ physical presence or ____ online notarization, this _____ day of _____, 2020, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ____ personally known or ____ produced _____as identification.

_____

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

Witnesses:

ATTEST:

_____ By:_____

Printed Name:_____ Robin L. Fenwick, MMC, City Clerk

_____ Date:_____

Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ___ physical presence or ____ online notarization, this _____ day of _____, 2020, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ____ personally known or ____ produced _____as identification.

_____

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

Exhibit "1"

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB # 19-28

CITY HALL FIRE ALARM REPLACEMENT

Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission

Instruction to save Attachment from DemandStar website:

Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.

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

NAME OF BUSINESS:	Security And Fire Electronics, Inc.
CONTACT PERSON:	David H. Grundy Jr.
EMAIL ADDRESS:	Dhgrundy@safeinc.com
AUTHORIZED SIGNATURE:	

PROPOSAL PRICING

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1	Design and install a fire alarm system, including furnishing all labor and materials necessary to provide an ADA and code compliant (FFPC 6th ed., NFPA 72, 2013, and NFPA 70, 2014), fire alarm system. PER STATEMENT OF WORK	1	64,480.50	$0.00
			TOTAL GENERAL BASE BID	$0.00

DESCRIPTION			
Number of Days to complete project per the statement of work:	240	DAYS	
Shall warranty the above Fire Alarm System, all materials and labor			
beyond 1 year warranty for:	Material Only 2	YEARS	

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

SECTION 3 – SPECIFICATIONS

Specifications:

1. The contractor will provide complete engineered shop drawings, product data submittals, Florida PE seal and is responsible for all permits.
2. Contractor shall properly install an addressable non-proprietary Silent Knight or FireLite fire alarm system or City approved equivalent. Fire alarm system must be ADA and code FFPC 6th ed., NFPA 72, 2013, and NFPA 70, 2014compliant.
3. Work shall not take more than a maximum of 240 days to complete from the Notice to Proceed Date.
4. Initiation of the fire alarm system shall be by automatic fire sprinkler system, smoke detector over Fire Alarm Control Panel (FACP), and minimum 1 manual pull station.
5. Remove and replace all existing audio/visual devices with Americans Disability Act (ADA) compliant Audio Visual (A/V) devices.
6. Add additional ADA A/V devices where required by current code. All devices will be synchronized per the requirements of ADA.
7. All existing wiring and cable will be replaced. The use of existing conduit is approved, and new raceway or conduit will be added where needed.
8. Replace nine (9) smoke detectors, nine (9) duct detectors, twenty-two (22) horn strobes, twenty-three (23) strobes, eight (8) pull stations, with Silent Knight or FireLite or City approved equivalent units, as shown on the inspection report (see Attachment# 2 titled: City Hall Fire Alarm inspection 2019).
9. The new fire alarm system will monitor the existing fire sprinkler system.
10. Remove and replace the old fire alarm panel and re-use the existing lock box if possible.
11. Provide surge protection for the fire alarm panel.
12. Fire alarm must connect to the existing AES Intellinet mesh technology radio communicator.
13. Upon completion of installation the contractor will program, inspect and test the fire alarm system.
14. Fire alarm system training for selected city staff by contractor is required.
15. Provide one-year of maintenance. Maintenance period shall start on the final completion date.

End of Scope of Work

[Remainder of this page left intentionally blank]

Exhibit “2”

Payment and Performance Bond

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor:	Security and Fire Electronics, Inc.
Principal Business Address:	2590 Dobbs Road Saint Augustine, Florida 32086
Contact Person:	Donald S. Gundry, President
Phone Number:	(904) 824-8553

SURETY: _____

Address: _____

_____

Contact Person: _____

Phone Number: _____

OWNER: City of Port Orange, Florida, a chartered municipal corporation
1000 City Center Circle
Port Orange, Florida 32129-4144

Contact Person: City Manager

Phone Number: (386) 506-5501

Amount: **$64,480.50** **City Project Number: ITB 19-28 City Hall Fire Alarm Replacement**

Description of Work: City Hall Fire Alarm Replacement

Project Location: 1000 City Center Circle, Port Orange, Volusia County, Florida

Legal Description: 1000 City Center Circle, Port Orange, Volusia County, Florida
See Exhibit "A"

Front Page

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

City of Port Orange City Hall
1000 City Center Circle, Port Orange, FL 32129

Full Parcel ID:
08-16-33-00-06-0010

Short Parcel ID:
6308-00-06-0010

Legal Description:
A portion of the Parcel ID listed above.

EXHIBIT "A"

Security and Fire Electronics, Inc.

ITB 19-28 City Hall Fire Alarm Replacement

Bond No._____

COMBINATION PAYMENT AND PERFORMANCE BOND
FOR
PUBLIC CONSTRUCTION

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

BY THIS BOND, We, **Security and Fire Electronics, Inc.,** as Principal, and _____, a corporation, as Surety, are bound to **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation, herein called "Owner" or sometimes referred to as "City," in the sum of **SIXTY-FOUR THOUSAND FOUR HUNDRED EIGHTY AND 50/100 DOLLARS** (**$64,480.50**), for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the terms of that certain Standard Contract for Services, having an effective date of _____, entered into by and between the Principal and the City, for City Hall Fire Alarm Replacement, hereinafter referred to as the "Contract," being made a part of this bond by reference, at the times and in the manner prescribed in the Contract; and

2. Promptly makes payments to all claimants, as defined in Section 255.05(1), Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the Contract (the "Work"); and

3. Pays Owner all losses, damages, delay damages (including contractually authorized liquidated damages), expenses, costs, and attorney's fees, including appellate proceedings, that Owner sustains because of a breach or material breach by Principal under the Contract documents; and

4. Performs the guarantee of all work and materials furnished under the Contract for the time specified in the Contract, then this bond is void; otherwise it remains in full force.

Notice of Nonpayment and Time Limitations

Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Sections 255.05(2), (8) and (10), Florida Statutes.

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

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 2020.

Attest:

SECURITY AND FIRE ELECTRONICS, INC.
(Principal)

_____
(As to Corporate Principal) Secretary

By:_____
Donald S. Gundry, President

_____
(Witness to Principal)

(Corporate Seal)

_____
(Surety)

_____
(Witness to Surety)

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

(Corporate Seal)

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

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

City of Port Orange
Public Works & Utilities Department

TO: M. H. Johansson, City Manager

THRU: Lynn Stevens, Public Works & Utilities Director
Julia Wiggins, Business Manager

FROM: Robert Bryant, Supervisor Building Maintenance

DATE: May 20, 2020

SUBJECT: Award ITB#19-28 City Hall Fire Alarm Replacement – Security and Fire Electronics Inc.

REQUEST:
The Public Works & Utilities Department is requesting Council approval to award ITB#19-28, City Hall Fire Alarm Replacement, to second low bid vendor, Security and Fire Electronics Inc.

PURPOSE:
The purpose of this request is to replace the fire alarm system at City Hall with a new ADA and code compliant system. The new system will be designed and installed by a professional licensed contractor.

CONSIDERATION:
On October 3, 2019, Purchasing received two (2) responsive bid submittals for ITB#19-28, City Hall Fire Alarm Replacement. Expert Security Professionals LLC of Tampa, Florida was the low bid vendor with a bid of $14,272.97 followed by Security and Fire Electronics Inc. of St. Augustine, Florida with a bid of $62,300.00.

After review of the two responses, staff determined to award to low bid vendor, Expert Security Professionals. The bid was below $25,000.00 therefore a formal award and contract were not required under purchasing policies.

The contractor was issued a written Notice to Proceed effective January 13, 2020 with a final completion date of September 9, 2020. Since that time however, the contractor has advised City staff that they will not be able to full-fill their obligation under the bid.

Purchasing staff contacted the second low bid vendor, Security and Fire Electronics Inc. and, despite the time that has passed, they are willing and able to honor their original

bid prices. Additionally, they are willing to obtain a payment and performance bond not originally requested in the bid but necessary for the work. Estimated bond cost is 10% of bid or $6,230.00; total award request for approval is $68,530.00.

Security and Fire Electronics has extensive experience retrofitting fire alarm systems and they are confident they can complete the project well within the time frame specified.

A Standard Contract for Services will be executed with a term of 240 days to final completion.

FUNDING:

Fund: 506
Fund Name: Building Maintenance
Cost Center: Building Maintenance
Program: None
Spend Category: Building & Building Improvements
Additional Worktag / Project No: OBM016 – City Hall Fire Alarm Replmt

RECOMMENDATION

The Public Works & Utilities Department is recommending Council award ITB#19-28, City Hall Fire Alarm Replacement, to second low bid vendor, Security and Fire Electronics Inc. for $68,530.00 (bid, $62,300.00 plus estimated bond cost, $6,230.00).

ANTICIPATED SCHEDULE:

a.) Council Award – June 16, 2020
b.) Executed Contract – on or before August 15, 2020
c.) Uploaded to CivicClerk – April 22, 2020
d.) Executed Contract – April 30, 2020

ATTACHMENTS:

a.) Security and Fire Electronics Bid Submittal
b.) ITB 19-28 Bid Tabulation
c.) ITB 19-28 Bid Pkg and Addendum 1&2

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

CITY HALL FIRE ALARM REPLACEMENT

ITB #19-28

City of Port Orange Purchasing Division

Prepared by: Joseph Castro, Buyer
Release Date: August 20, 2019

Bid Due Date and Time: September 26, 2019 at 2:30pm

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5717
purchdiv@port-orange.org
www.port-orange.org

Legal Notice to Proposers
ITB #19-28
CITY HALL FIRE ALARM REPLACEMENT

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #19-28 CITY HALL FIRE ALARM REPLACEMENT. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on September 26, 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 in order to deem the Bidder responsive or non-responsive. Bids will be opened and read aloud at 2:30 P.M in Council Chambers.

There will be a Mandatory Pre-Bid Conference and Site Visit at 10:00 A.M. (local time) on September 3, 2019 and an Optional Pre-Bid Meeting and Site Visit following the Pre-Bid Conference at 10:00 A.M. (local time) on September 5, 2019 for the project at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. **All prospective Vendors must attend either one of the meetings.** 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 encouraged to obtain all bid documents to familiarize themselves with the documents prior to the Pre-Bid meeting and submitting bids.**

DESCRIPTION: *The City of Port Orange is soliciting sealed bids to acquiring the services to design and install a Fire Alarm System at City Hall.*

All Bidders shall be a commercial entity licensed to do business in the State of Florida and to perform the services identified herein.

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, the 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 Buyer, Joseph Castro, jcastro@port-orange.org or purchdiv@port-orange.org and reference **"Questions on ITB# 19-28 CITY HALL FIRE ALARM REPLACEMENT "** in the subject line. Last day for questions will be **September 12, 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.

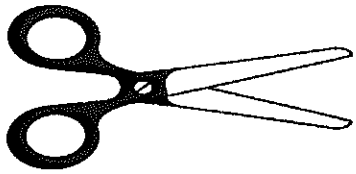
NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida. No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and 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 and one (1) identical digital (CD or flash drive) version in pdf format, addressed to Joseph Castro, Buyer, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #19-28 CITY HALL FIRE ALARM REPLACEMENT "**

Joseph Castro – Buyer
Legal Ad - One Time – **August 20, 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 #19-28**
BID TITLE:	**CITY HALL FIRE ALARM REPLACEMENT**
DUE DATE/TIME:	**September 26, 2019 at 2:30 P.M.**
SUBMITTED BY:	SECURITY AND FIRE ELECTRONICS INC. **(Name of Company)**
DELIVER TO:	**City of Port Orange City Clerk's Office** **Attn: Joseph Castro** **Buyer** **Finance Department** **1000 City Center Circle** **Port Orange, Florida 32129**
DATE/TIME RECEIVED:	**(To be stamped by Clerk's Office)**

Contents

SECTION 1 – PURPOSE AND OVERVIEW 6
SECTION 2 – INSTRUCTIONS TO BIDDERS 7
SECTION 3 – SCOPE OF WORK AND REQUIREMENTS 12
SECTION 4 – STANDARD PURCHASE DEFINITIONS 13
SECTION 5 – GENERAL TERMS AND CONDITIONS 17
SECTION 6 – SPECIAL CONDITIONS 43
SECTION 7 – REQUIRED FORMS 44
FORM 7.1 – BID SUBMITTAL CHECKLIST 44
FORM 7.2 – VENDOR'S ACKNOWLEDGEMENT FORM 45
FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT 46
FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT 47
FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES 48
FORM 7.6 – ANTI-COLLUSION FORM 49
FORM 7.7 – STATEMENT OF VENDOR'S QUALIFICATIONS 50
FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE 52
FORM 7.9 – LISTING OF SUBCONTRACTORS 54
FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY 55
BID COST/FEE PROPOSAL 57
STANDARD CITY OF PORT ORANGE CONTRACT DOCUMENTS (FOR INFORMATIONAL PURPOSES ONLY) 58

SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision of acquiring the services to design and install a fire alarm system, including furnishing all labor and materials necessary to provide an ADA and code compliant (FFPC 6th ed., NFPA 72, 2013, and NFPA 70, 2014), fire alarm system.

The contractor will provide engineered shop drawings, product data submittals, Florida PE seal and is responsible for all permits. Upon completion of installation the contractor will program, inspect and test the fire alarm system. Training of city personal is also required.

Bidders must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein.

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..... August 20, 2019
Mandatory Pre-Bid Conference ..... September 3, 2019 at 10:00 A.M.
Optional Pre-Bid Meeting ..... September 5, 2019 at 10:00 A.M.
Deadline for Questions: ..... September 12, 2019 by 5:00 P.M.
Final Addendum Posting: ..... September 19, 2019 by 5:00 P.M.
Bids Due: ..... September 26, 2019 by 2:30 P.M.
City Council Meeting for Approval of Recommendation of Award..... To Be Determined

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

City of Port Orange City Clerk's Office
Attn: Joseph Castro, Buyer
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

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

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

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

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

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

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

All Bids will be opened publicly, and the names of all Vendors shall be read aloud. All conferences and meetings 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.

PRE-BID CONFERENCE/SITE VISIT:

There will be a Mandatory Pre-Bid Conferences, Optional Pre-Bid Conferences and site visits 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 prospective Vendors must attend either one of the meetings.** All attendees to the Mandatory Pre-Bid Conferences must sign in. The representative of each Contractor/Vendor shall be an authorized employee of the Vendor and shall sign in accordingly. Failure to sign in and attend either of the Mandatory Pre-Bid Conference shall result in disqualification of submitted bids. Only firms attending a Mandatory Pre-Bid Conferences will be eligible to submit a bid.

QUESTIONS REGARDING THIS ITB:

All questions shall reference "**ITB #19-28 CITY HALL FIRE ALARM REPLACEMENT**" 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:

Joseph Castro
Buyer
1000 City Center Circle
Port Orange, FL 32129
jcastro@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 a commercial entity licensed to do business in the State of Florida and perform the services identified herein and properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

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

NO LOBBYING:

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

PRICING SHEETS:

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

EXCEPTIONS TO SPECIFICATIONS:

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

BID SUBMISSION AND WITHDRAWAL:

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

CORRECTION OF BIDS:

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

WITHDRAWAL OF BIDS:

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

OPENING OF BIDS:

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

LITIGATION HISTORY:

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

DEBARMENT HISTORY:

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

REJECTION OF BIDS:

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

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

(a) Failure to update the information on file including address, product, service or business descriptions.

(b) Failure to perform according to contract provisions.

(c) Conviction in a court of law of any criminal offense in connection with the conduct of business.

(d) Evidence of a violation of any federal or state 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 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

Specifications:

1. The contractor will provide complete engineered shop drawings, product data submittals, Florida PE seal and is responsible for all permits.
2. Contractor shall properly install an addressable non-proprietary Silent Knight or FireLite fire alarm system or City approved equivalent. Fire alarm system must be ADA and code FFPC 6th ed., NFPA 72, 2013, and NFPA 70, 2014compliant.
3. Work shall not take more than a maximum of 240 days to complete from the Notice to Proceed Date.
4. Initiation of the fire alarm system shall be by automatic fire sprinkler system, smoke detector over Fire Alarm Control Panel (FACP), and minimum 1 manual pull station.
5. Remove and replace all existing audio/visual devices with Americans Disability Act (ADA) compliant Audio Visual (A/V) devices.
6. Add additional ADA A/V devices where required by current code. All devices will be synchronized per the requirements of ADA.
7. All existing wiring and cable will be replaced. The use of existing conduit is approved, and new raceway or conduit will be added where needed.
8. Replace nine (9) smoke detectors, nine (9) duct detectors, twenty-two (22) horn strobes, twenty-three (23) strobes, eight (8) pull stations, with Silent Knight or FireLite or City approved equivalent units, as shown on the inspection report (see Attachment# 2 titled: City Hall Fire Alarm inspection 2019).
9. The new fire alarm system will monitor the existing fire sprinkler system.
10. Remove and replace the old fire alarm panel and re-use the existing lock box if possible.
11. Provide surge protection for the fire alarm panel.
12. Fire alarm must connect to the existing AES Intellinet mesh technology radio communicator.
13. Upon completion of installation the contractor will program, inspect and test the fire alarm system.
14. Fire alarm system training for selected city staff by contractor is required.
15. Provide one-year of maintenance. Maintenance period shall start on the final completion date.

End of Scope of Work

[Remainder of this page left intentionally blank]

SECTION 4 – STANDARD PURCHASE DEFINITIONS

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

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda

2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.

3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.

4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscalyear.

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 product and/or service which has been advertised for replies in a newspaper.

25. **Issues** means points, matters, or concerns to be addressed during negotiations.

26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.

27. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.

28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.

29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).

30. **Negotiator** is a member of the negotiation team.

31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.

32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.

33. **Onvia/DemandStar** is the official online repository for all City competitive solicitations.

34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.

35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.

36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.

37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.

38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.

40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.

41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.

42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.

43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.

44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.

45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.

46. **Responsible (Vendor)** is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

47. **Responsive (Vendor)** is a vendor that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.

48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.

49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a vendor must execute in terms of delivering specific commodities or in performance of contractual services.

50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.

51. **Solicitation** means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.

52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.

53. **Stakeholder** means an individual, who is not likely to become a vendor, who has an interest in the commodities/contractual services needed.

54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor's obligations under the Contract.

55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.

56. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.

57. **Vendor** is a person, firm, or entity that that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

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's expense.

2. ADDENDUM

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the number 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**

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 with and shall be governed by the provisions of the City's PurchasingPolicy.

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 LOWEST Responsible Bidder within the time designated in the Contract Documents.

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

10. **BID RETURNS**

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

11. **BID PROTEST**

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time 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 City'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 LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER

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

a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.

b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.

c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.

d. The quality of performance of previous contracts.

e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.

f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.

g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.

h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.

i. The number and scope of conditions attached to the bid.

j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

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 nonresponse from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

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 any

Bidder/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 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 increasedcoverage.

Insurance	Limits: Standards	Comments
Workers' Compensation Additional Coverage:	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. Additional Coverage:	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. Additional Coverage:	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as inured 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 named.
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:

(a) Competitive Bids

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

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

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

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

(b) 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 by law.

d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy

any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

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

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 lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

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 AN OFFER

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

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: Joseph Castro, Buyer, 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 thatthe

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 written 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 isstated.
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.

REPAIR OF DAMAGES:

It is the Contractor's responsibility to repair any damages incurred in the area that is directly related to the project. When damages occur, the City of Port Orange Representative is to be notified immediately and shall inspect the repairs upon completion.

SAFETY:

Contractor shall comply with all applicable OSHA, State of Florida Safety Regulations and comply with all safety requirements of local authorities having jurisdiction. Contractor shall exercise all due caution to exclude the public from the work area and especially from contact with any hazardous materials.

SITE CLEANLINESS:

The Contractor shall give special attention to keeping the work site clean and free from trash and debris. Trash, debris and waste materials shall not be left on City premises but shall be disposed of at the Contractor's facilities. Site must be maintained free of trash and construction debris and cleaned every day.

CONTRACT TERM:

The term of the contract shall be from the notice to proceed. Substantial completion will be a maximum of **two hundred and ten calendar days (210) with thirty (30) more days for final completion.**

TIME-LINE:

A. Notice of Award: after bid opening and complete review of submitted bid information.
B. Notice to Proceed: TBD by Public Works
C. Start Date and Time: TBD by Public Works
D. Final Completion Time: not to exceed two hundred and forty (240) days from the date of the Notice to Proceed.

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.

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

LICENCES AND PERMITS:

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

[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 – Listing of Subcontractors

__✓__ Form 7.10 – Local Business Affidavit of Eligibility

__✓__ Attachment 1 – Bid Proposal

__✓__ Copy of License (Contractor, Sunbiz, etc.)

__✓__ Submission of one (1) original marked "ORIGINAL" and one (1) digital (CD or flash drive) version in PDF format.

BY: SECURITY AND FIRE ELECTRONICS INC.
Name of Business

Authorized Signature

10-2-19
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.

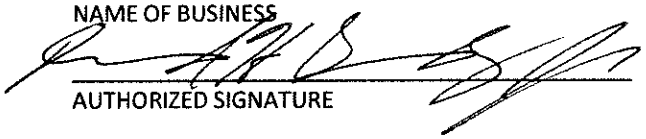
I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that 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):

_____

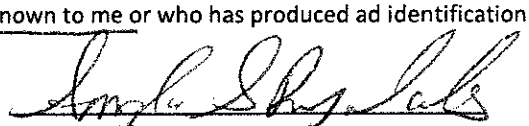
_____

SECURITY AND FIRE ELECTRONICS INC. NAME OF BUSINESS	2590 DOBBS RD. MAILING ADDRESS
 AUTHORIZED SIGNATURE	SAINT AUGUSTINE, FL 32086 CITY, STATE & ZIP CODE
DAVID H. GRUNDY JR. V.P. OF OPERATIONS NAME, TITLE, TYPED	904-824-8553 / 904-824-7771 TELEPHONE NUMBER / FAX NUMBER
59-2336922 FEDERAL IDENTIFICATION #	DHGRUNDY@SAFEINC.COM E-MAIL ADDRESS

STATE OF Florida COUNTY OF St Johns

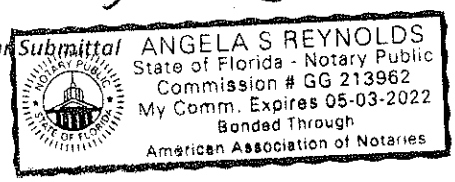
The foregoing instrument was acknowledged before me this day of 10-2, 2019 by David H Grundy JR, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: 5-3-22



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: 8/30/19 Addendum # 2 Date: 9/24/19

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."

* *

SECURITY AND FIRE ELECTRONICS INC.
Name of Business

By: _____
Printed Name: DAVID H. GRUNDY JR.
Title: V.P. OF OPERATIONS

STATE OF Florida
COUNTY OF St. Johns

Sworn to (or affirmed) and subscribed before me this 2 day of October, 2019, by David H Grundy JR (NAME), as VP of operations (TITLE) of Security and Fire Electronics INC (NAME OF ORGANIZATION) 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:

ANGELA S REYNOLDS
State of Florida - Notary Public
Commission # GG 213962
My Comm. Expires 05-03-2022
Bonded Through
American Association of Notaries

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.

SECURITY AND FIRE ELECTRONICS INC.
Name of Business

By: _____

Printed Name: DAVID H. GRUNDY JR.

Title: V.P. OF OPERATIONS

STATE OF Florida

COUNTY OF St Johns

Sworn to (or affirmed) and subscribed before me this 9 day of October, 2019 by David H Grundy JR (NAME) as VP operations (TITLE) of Security & Fire Electronics Inc (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.

_____

Notary Public, State of Florida

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

ANGELA S REYNOLDS
State of Florida · Notary Public
Commission # GG 213962
My Comm. Expires 05-03-2022
Bonded Through
American Association of Notaries

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, personallyappeared affiant DAVID H. GRUNDY JR., who, being by me first duly sworn, made the following statement:

1. The business address of SECURITY AND FIRE ELECTRONICS INC. (name of Offeror or business) is 2590 DOBBS RD. SAINT AUGUSTINE FL. 32086.

2. My relationship to SECURITY AND FIRE ELECTRONICS INC. (name of Offeror or business) is V.P. OF OPERATIONS (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.)~~

SECURITY AND FIRE ELECTRONICS INC.
Name of Business

By: _____

Printed Name: DAVID H. GRUNDY JR.

Title: V.P. OF OPERATIONS

STATE OF Florida

COUNTY OF St Johns

Sworn to (or affirmed) and subscribed before me this 2 day of October, 2019 by David H Grundy JR, as VP Operations of Security & Fire Electronics INC 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:

ANGELA S REYNOLDS
State of Florida - Notary Public
Commission # GG 213962
My Comm. Expires 05-03-2022
Bonded Through
American Association of Notaries

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: SECURITY AND FIRE ELECTRONICS INC.

SIGNED BY: DAVID H. GRUNDY JR.
(MUST BE SIGNED BY A COMPANY OFFICER OR AUTHORIZED AGENT)

PRINTED SIGNATURE: David H. Grundy Jr.

TITLE: V.P. OF OPERATIONS

ADDRESS: 2590 DOBBS RD. SAINT AUGUSTINE

CITY: STATE: FLORIDA ZIP CODE: 32086

TELEPHONE: FAX: 904-824-8553 / FAX 824-7771

COMPLETION TIME:

F.E.I.N. NUMBER: 59-2336922

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 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.

A. Name of Vendor. SECURITY AND FIRE ELECTRONICS INC.

B. Permanent main office address. 2590 DOBBS RD. SAINT AUGUSTINE FL, 32086

C. Date organized. 1983

D. If a corporation, where incorporated. SAINT AUGUSTINE, FL 32086

E. How many years have you been engaged in the contracting business under your present firm or trade name? 36 years

F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
AVAILABLE UPON REQUEST, IF SAFE INC. IS LOW BIDDER

G. General character of work performed by your company.
COMMERCIAL, INDUSTRIAL, GOVERNMENT, LOW VOLTAGE SYSTEMS FROM SOUTH FLORIDA TO NORTH CAROLINA AND TENNESSEE

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.
MT CARMEL GARDENS, 17 FLOOR HIGH RISE FIRE ALARM RETROFIT

K. List your major equipment currently owned or leased.
AVAILABLE UPON REQUEST, IF SAFE INC. IS LOW BIDDER

L. Experience in work similar to this type of project.
SEE PAGE 52

M. Background and experience of the principal members of your organization, including the officers.

N. Credit currently available: $ 750,000.00

O. Give bank reference: BANK OF AMERICA

P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? YES

(Form 7.7 Statement of Vendor's Qualifications – Page 2)

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.

SECURITY AND FIRE ELECTRONICS INC.
Name of Business

By: _____
Printed Name: DAVID H. GRUNDY JR.
Title: V.P. OF OPERATIONS

STATE OF Florida
COUNTY OF St Johns

Sworn to (or affirmed) and subscribed before me this 2 day of October, 2019 by David H Grundy JR, as VP operations of Security & Fire Electronics Inc 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:

ANGELA S REYNOLDS
State of Florida - Notary Public
Commission # GG 213962
My Comm. Expires 05-03-2022
Bonded Through
American Association of Notaries

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 three (3) current and correct references from clients for similar services.
(Do not include the City of Port Orange)

1. Company Name: MILL CREEK ACADEMY
   Contact Person: AL BARKOSKIE
   City, State: ST. AUGUSTINE, FLORIDA
   Telephone Number: 904-377-5066
   Email Address: _____
   Description of goods or
   Services provided: FIRE ALARM AND OTHER LOW VOLTAGE SYSTEMS
   Contract Amount: _____
   Start/End Date of Contract: _____

2. Company Name: OWEN ELECTRIC COMPANY
   Contact Person: MICHAEL OWEN
   City, State: SAINT AUGUSTINE, FL
   Telephone Number: 904-824-9940
   Email Address: MOWEN@OWENEC.COM
   Description of goods or
   Services provided: FIRE ALARM AND OTHER LOW VOLTAGE SYSTEMS
   Contract Amount: $450,000.00
   Start/End Date of Contract: _____

3. Company Name: LANDRUM MIDDLE SCHOOL
   Contact Person: BRETT BUTLER
   City, State: PONTE VEDRA, FL
   Telephone Number: 904-327-6361
   Email Address: _____
   Description of goods or
   Services provided: FIRE ALARM AND OTHER LOW VOLTAGE SYSTEMS
   Contract Amount: _____
   Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.

(Form 7.8 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List all clients to whom you currently provide or have in the past provided **Wrecker/Towing Services** equal or similar to those required under the City's contract and as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract. The Owner reserves the right to check references and confirm information provided herein.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1					
2					
3					

N/A

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the Engineer. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1

Name:_____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name:_____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

N/A

Subcontractor No. 3

Name:_____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name:_____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name:_____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

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

THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # *(as applicable)*: ITB 19-28

BUSINESS NAME: SECURITY AND FIRE ELEC. INC.

CONTACT PERSON/TITLE: DAVID H. GRUNDY JR.

MAILING ADDRESS: 2590 DOBBS RD.

CITY-STATE-ZIP: ST. AUGUSTINE FL, 32086

Length of Time at Address Provided: 36 YEARS

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

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

FEIN *(Federal Employer Identification Number)*: 59-2336922

BUISINESS STRUCTURE: ☑ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship

☐ Other (Specify): _____

PHONE NUMBER: 904-824-8553 FAX: 904-824-7771

EMAIL: DHGRUNDY@SAFEINC.COM

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

ATTESTATION – I understand that:

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

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

(Form 7.10 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

Angela S Reynolds
SIGNATURE OF NOTARY PUBLIC

THIS 2 DAY OF October, 2019

My Commission Expires: 5-3-22

10-2-19
SIGNATURE OF AFFIANT DATE

David H. Grundy, Jr VP, Operations
PRINTED NAME OF AFFIANT / TITLE

SAFE, Inc.
COMPANY

This document must be completed and returned with your Submittal

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB # 19-28

CITY HALL FIRE ALARM REPLACEMENT

Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission

Instruction to save Attachment from DemandStar website:

Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted cells, preferably electronically.

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

NAME OF BUSINESS:	SECURITY AND FIRE ELECTRONICS INC.
CONTACT PERSON:	DAVID H. GRUNDY JR.
EMAIL ADDRESS:	DHGRUNDY@SAFEINC.COM
AUTHORIZED SIGNATURE:	

PROPOSAL PRICING

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1	Design and install a fire alarm system, including furnishing all labor and materials necessary to provide an ADA and code compliant (FFPC 6th ed., NFPA 72, 2013, and NFPA 70, 2014), fire alarm system. PER STATEMENT OF WORK	1	$62,300.00	$0.00
			TOTAL GENERAL BASE BID	$0.00

DESCRIPTION			
Number of Days to complete project per the statement of work:	240	DAYS	
Shall warranty the above Fire Alarm System, all materials and labor beyond 1 year warranty for:	MATERIAL ONLY 2	YEARS	

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

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **2016**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____ ("Contractor"), a _____ corporation whose principal address is _____. The City and Contractor are collectively referred to herein as the "Parties."

1. *Provision of Services*

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

(i) _____

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

Term: This Contract shall become effective on the last date the Contract is signed by the Parties. Work shall be substantially completed within ___ calendar days from issuance of a Notice to Proceed and final completion __ days thereafter (the "Term").

Manner and Place: The work shall be performed as outlined in Exhibit "__," in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written Purchase Order(s) or Notice to Proceed(s), signed by an authorized agent of the City of Port Orange.

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

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

Liquidated Damages. Contractor shall pay $_____ for each day that expires after the date the Work is required to be Substantially Completed until the Contractor achieves Substantial Completion with the work. Contractor and City agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to Substantial Completion.

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

3. *Contract Documents*. The following forms are attached as Exhibit "__" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

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

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

5. *Contract Administration*. The _____ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

6. *Termination for Convenience of the City*

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

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

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

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

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

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

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

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

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

8. *Termination for Default*. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

9. *Examination of Records*

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

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

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

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

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

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

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

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

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

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

11. *Termination for Non-Appropriation of Funds*

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

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

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

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

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

Insurance		Standards	Comments
Workers' Compensation Additional Coverage:	Limits:	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	Limits:	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. Additional Coverage:	Limits:	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. Additional Coverage:	Limits:	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as inured 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 named.
~~Professional Liability (Errors & Omissions)~~	~~Limits:~~	~~Coverage $1,000,000 minimum~~	

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

14. *Modifications or Changes to this Contract*

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

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance

with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

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

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

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

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

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

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

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

19. *Inspection*

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

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of

this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

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

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

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

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

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

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

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

23. *Force Majeure*. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure

shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

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

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

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

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

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

Copy to: City of Port Orange
Attention: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-____

Contractor: _____
Attention: _____
_____
_____
_____

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

28. *Contract Construction*

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of

SAMPLE

an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

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

[Remainder of this page intentionally left blank]

SAMPLE

Witnesses:

_____

_____
Printed Name:_____

_____
Printed Name:_____

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

Date:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by _____, as _____ of _____, a _____ corporation, and who:

[Notary: Please select one]
☐ is personally known to me; or
☐ has produced _____as identification.

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

SAMPLE

Witnesses:

CITY OF PORT ORANGE

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

_____ Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

Witnesses:

ATTEST:

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

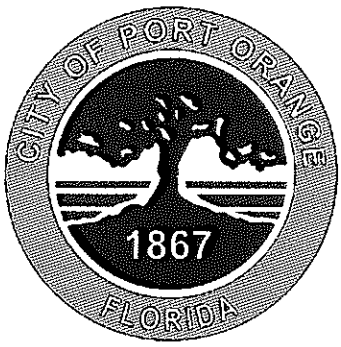
_____ Date: _____
Printed Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2017, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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

SAMPLE



End of Solicitation Documents

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

CITY HALL FIRE ALARM REPLACEMENT

ITB #19-28

City of Port Orange Purchasing Division

Prepared by: Joseph Castro, Buyer
Release Date: August 20, 2019

Bid Due Date and Time: September 26, 2019 at 2:30pm

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5717
purchdiv@port-orange.org
www.port-orange.org

Legal Notice to Proposers
ITB #19-28
CITY HALL FIRE ALARM REPLACEMENT

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #19-28 CITY HALL FIRE ALARM REPLACEMENT. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on September 26, 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 in order to deem the Bidder responsive or non-responsive. Bids will be opened and read aloud at 2:30 P.M in Council Chambers.

There will be a Mandatory Pre-Bid Conference and Site Visit at 10:00 A.M. (local time) on September 3, 2019 and an Optional Pre-Bid Meeting and Site Visit following the Pre-Bid Conference at 10:00 A.M. (local time) on September 5, 2019 for the project at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, Florida 32129. **All prospective Vendors must attend either one of the meetings.** 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 encouraged to obtain all bid documents to familiarize themselves with the documents prior to the Pre-Bid meeting and submitting bids.**

DESCRIPTION: *The City of Port Orange is soliciting sealed bids to acquiring the services to design and install a Fire Alarm System at City Hall.*

All Bidders shall be a commercial entity licensed to do business in the State of Florida and to perform the services identified herein.

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, the 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 Buyer, Joseph Castro, jcastro@port-orange.org or purchdiv@port-orange.org and reference **"Questions on ITB# 19-28 CITY HALL FIRE ALARM REPLACEMENT "** in the subject line. Last day for questions will be **September 12, 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.

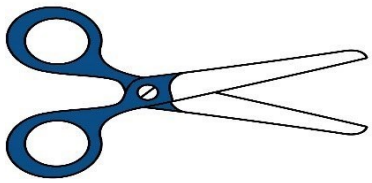
NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida. No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and 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 and one (1) identical digital (CD or flash drive) version in pdf format, addressed to Joseph Castro, Buyer, Finance Department, City Hall, 1000 City Center Circle, Port Orange, Florida 32129 in a **SEALED ENVELOPE/PACKAGE** plainly marked on the outside: **"ITB #19-28 CITY HALL FIRE ALARM REPLACEMENT "**

Joseph Castro – Buyer
Legal Ad - One Time – **August 20, 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 #19-28**

BID TITLE: **CITY HALL FIRE ALARM REPLACEMENT**

DUE DATE/TIME: **September 26, 2019 at 2:30 P.M.**

SUBMITTED BY: _____

(Name of Company)

DELIVER TO:

City of Port Orange City Clerk's Office
Attn: Joseph Castro
Buyer
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

DATE/TIME RECEIVED: _____

(To be stamped by Clerk's Office)

Contents

SECTION 1 – PURPOSE AND OVERVIEW 6
SECTION 2 – INSTRUCTIONS TO BIDDERS 7
SECTION 3 – SCOPE OF WORK AND REQUIREMENTS 12
SECTION 4 – STANDARD PURCHASE DEFINITIONS 13
SECTION 5 – GENERAL TERMS AND CONDITIONS 17
SECTION 6 – SPECIAL CONDITIONS 43
SECTION 7 – REQUIRED FORMS 44
FORM 7.1 – BID SUBMITTAL CHECKLIST 44
FORM 7.2 – VENDOR'S ACKNOWLEDGEMENT FORM 45
FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT 46
FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT 47
FORM 7.5 – SWORN STATEMENT UNDER SECTION 287.133(3)(A), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES 48
FORM 7.6 – ANTI-COLLUSION FORM 49
FORM 7.7 – STATEMENT OF VENDOR'S QUALIFICATIONS 50
FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE 52
FORM 7.9 – LISTING OF SUBCONTRACTORS 54
FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY 55
BID COST/FEE PROPOSAL 57
STANDARD CITY OF PORT ORANGE CONTRACT DOCUMENTS (FOR INFORMATIONAL PURPOSES ONLY) 58

SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (Vendors) for the provision of acquiring the services to design and install a fire alarm system, including furnishing all labor and materials necessary to provide an ADA and code compliant (FFPC 6th ed., NFPA 72, 2013, and NFPA 70, 2014), fire alarm system.

The contractor will provide engineered shop drawings, product data submittals, Florida PE seal and is responsible for all permits. Upon completion of installation the contractor will program, inspect and test the fire alarm system. Training of city personal is also required.

Bidders must be a commercial entity licensed to do business in the State of Florida and perform the services identified herein.

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..... August 20, 2019
Mandatory Pre-Bid Conference ..... September 3, 2019 at 10:00 A.M.
Optional Pre-Bid Meeting ..... September 5, 2019 at 10:00 A.M.
Deadline for Questions: ..... September 12, 2019 by 5:00 P.M.
Final Addendum Posting: ..... September 19, 2019 by 5:00 P.M.
Bids Due: ..... September 26, 2019 by 2:30 P.M.
City Council Meeting for Approval of Recommendation of Award..... To Be Determined

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

City of Port Orange City Clerk's Office
Attn: Joseph Castro, Buyer
Finance Department
1000 City Center Circle
Port Orange, Florida 32129

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

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

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

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

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

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

All Bids will be opened publicly, and the names of all Vendors shall be read aloud. All conferences and meetings 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.

PRE-BID CONFERENCE/SITE VISIT:

There will be a Mandatory Pre-Bid Conferences, Optional Pre-Bid Conferences and site visits 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 prospective Vendors must attend either one of the meetings**. All attendees to the Mandatory Pre-Bid Conferences must sign in. The representative of each Contractor/Vendor shall be an authorized employee of the Vendor and shall sign in accordingly. Failure to sign in and attend either of the Mandatory Pre-Bid Conference shall result in disqualification of submitted bids. Only firms attending a Mandatory Pre-Bid Conferences will be eligible to submit a bid.

QUESTIONS REGARDING THIS ITB:
All questions shall reference "**ITB #19-28 CITY HALL FIRE ALARM REPLACEMENT**" 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:

Joseph Castro
Buyer
1000 City Center Circle
Port Orange, FL 32129
jcastro@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 a commercial entity licensed to do business in the State of Florida and perform the services identified herein and properly registered and licensed to provide the goods or services identified in the scope of work, by all applicable state and local agencies.

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

NO LOBBYING:

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

PRICING SHEETS:

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

EXCEPTIONS TO SPECIFICATIONS:

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

BID SUBMISSION AND WITHDRAWAL:

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

CORRECTION OF BIDS:

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

WITHDRAWAL OF BIDS:

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

OPENING OF BIDS:

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

LITIGATION HISTORY:

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

DEBARMENT HISTORY:

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

REJECTION OF BIDS:

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

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

(a) Failure to update the information on file including address, product, service or business descriptions.

(b) Failure to perform according to contract provisions.

(c) Conviction in a court of law of any criminal offense in connection with the conduct of business.

(d) Evidence of a violation of any federal or state 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 destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA):

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

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SECTION 3 – SPECIFICATIONS

Specifications:

1. The contractor will provide complete engineered shop drawings, product data submittals, Florida PE seal and is responsible for all permits.
2. Contractor shall properly install an addressable non-proprietary Silent Knight or FireLite fire alarm system or City approved equivalent. Fire alarm system must be ADA and code FFPC 6th ed., NFPA 72, 2013, and NFPA 70, 2014 compliant.
3. Work shall not take more than a maximum of 240 days to complete from the Notice to Proceed Date.
4. Initiation of the fire alarm system shall be by automatic fire sprinkler system, smoke detector over Fire Alarm Control Panel (FACP), and minimum 1 manual pull station.
5. Remove and replace all existing audio/visual devices with Americans Disability Act (ADA) compliant Audio Visual (A/V) devices.
6. Add additional ADA A/V devices where required by current code. All devices will be synchronized per the requirements of ADA.
7. All existing wiring and cable will be replaced. The use of existing conduit is approved, and new raceway or conduit will be added where needed.
8. Replace nine (9) smoke detectors, nine (9) duct detectors, twenty-two (22) horn strobes, twenty-three (23) strobes, eight (8) pull stations, with Silent Knight or FireLite or City approved equivalent units, as shown on the inspection report (see Attachment# 2 titled: City Hall Fire Alarm inspection 2019).
9. The new fire alarm system will monitor the existing fire sprinkler system.
10. Remove and replace the old fire alarm panel and re-use the existing lock box if possible.
11. Provide surge protection for the fire alarm panel.
12. Fire alarm must connect to the existing AES Intellinet mesh technology radio communicator.
13. Upon completion of installation the contractor will program, inspect and test the fire alarm system.
14. Fire alarm system training for selected city staff by contractor is required.
15. Provide one-year of maintenance. Maintenance period shall start on the final completion date.

End of Scope of Work

[Remainder of this page left intentionally blank]

SECTION 4 – STANDARD PURCHASE DEFINITIONS

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

1. **Addendum** is a formal written document, released prior to the public opening that modifies any aspect of a Solicitation. Plural: Addenda

2. **Alternate Bid** means multiple Bids with substantive variations from the same Bidder in response to a Solicitation.

3. **Amendment** is a formal written agreement, signed by both parties, that modifies an existing contractual agreement.

4. **Appropriate, Appropriated, or Appropriation** means the adoption by the City Council of the City of a budget for a fiscal year that includes payments to be made under the Contract during the respective fiscal year.

5. **Best Value** means the highest overall value to the City based on factors that include, but are not limited to, price, quality, design, and workmanship.

6. **Bid** is a complete, properly signed response to an Invitation to Bid, which if accepted, would bind the Bidder to perform the resultant Contract.

7. **Bid Guaranty (Bid Bond)** guarantees that the Bidder (a) will not withdraw the Bid within the period specified for acceptance, and (b) will execute a Contract and furnish required bonds and any necessary insurance within the time specified in the Solicitation, unless a longer time is allowed by the City. The guarantee will be returned to the Bidder upon execution of a Contract

8. **Bidder or Proposer** is a person, firm, or entity that that submits a Response to a Solicitation. Any Bidder/Proposer may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (See also "Vendor")

9. **City** means the City of Port Orange.

10. **Competitive Negotiation** means a method for acquiring goods, services, and construction for public use in which discussions or negotiations may be conducted with responsible offerors who submit Responses through a Request for Proposals, Request for Statements of Qualifications, or Invitation to Negotiate.

11. **Competitive (Formal) Solicitation** is the process of requesting and receiving two or more sealed bids, proposals, statements of qualifications or replies submitted by responsive vendors in accordance with the terms of a competitive process, regardless of the method of procurement.

12. **Competitive Range** means the responsive submissions that meet the evaluation criteria and are considered to be reasonably susceptible of award.

13. **Construction** means the process of building, repairing, improving, and alterations, conversion or extension of building, parks, utilities, streets or other improvements or alterations to real property.

14. **Contract** is a written agreement or purchase order issued for the purchase of goods or services.

15. **Contractor** means the person, firm or entity selling goods or services to the City under a Contract.

16. **Deliverables** means the goods, products, materials, and/or services to be provided to the City by a Bidder.

17. **Due Date** means the date and time specified for receipt of Responses to a Solicitation.

18. **End User** is a person, program, agency, or other eligible user who uses a contract to purchase a commodity or contractual service.

19. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for 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 product and/or service which has been advertised for replies in a newspaper.

25. **Issues** means points, matters, or concerns to be addressed during negotiations.

26. **Lead Negotiator** is the negotiator responsible for leading and facilitating the formal negotiation discussions and selecting other required negotiation team members. Is often the "driver of change" and seeks alternatives/options.

27. **Lowest Responsible Bid means the responsive Bid** meeting all requirements of the specifications, terms, and conditions of the Invitation to Bid resulting in the lowest cost to the City in a total cost concept or based solely on price, taking into consideration the financial and practical ability of the Bidder to perform the Contract, past performance of the Bidder, and compliance with all City ordinances concerning the purchasing process.

28. **Lowest Responsible Bidder** means the Bidder submitting Lowest Responsible Bid.

29. **Negotiation Team** is a temporary group of City personnel who are responsible for negotiations as part of an Invitation to Negotiate (ITN).

30. **Negotiator** is a member of the negotiation team.

31. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.

32. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a Bid submitted in response to an Invitation to Bid, a Proposal submitted in response to a Request for Proposal, a Quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications, or a Reply submitted in response to an Invitation to Negotiate.

33. **Onvia/DemandStar** is the official online repository for all City competitive solicitations.

34. **Outlier** is a bid, offer, or proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with, competing bids or offers.

35. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.

36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.

37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.

38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.

39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.

40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.

41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City's standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for Goods or Services specified, and the City's commitment to accept the Goods or Services for an agreed upon price.

42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.

43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.

44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.

45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.

46. **Responsible (Vendor)** is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.

47. **Responsive (Vendor)** is a vendor that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.

48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.

49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a vendor must execute in terms of delivering specific commodities or in performance of contractual services.

50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.

51. **Solicitation** means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.

52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.

53. **Stakeholder** means an individual, who is not likely to become a vendor, who has an interest in the commodities/contractual services needed.

54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor's obligations under the Contract.

55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.

56. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.

57. **Vendor** is a person, firm, or entity that that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

SECTION 5 – GENERAL TERMS AND CONDITIONS

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

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

1. ACCEPTANCE BY CITY

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

2. ADDENDUM

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Vendors should acknowledge all addenda by circling the number 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

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 with and shall be governed by the provisions of the City's Purchasing Policy.

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

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code 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 LOWEST Responsible Bidder within the time designated in the Contract Documents.

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

10. BID RETURNS

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

11. BID PROTEST

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time 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 City'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 LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER

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

a. The ability, capacity and skill of the Bidder/Proposer to perform the contract.

b. Whether the Bidder/Proposer can perform the contract within the time specified, without delay or interference.

c. The character, integrity, reputation, judgment, experience, and efficiency of the Bidder/Proposer.

d. The quality of performance of previous contracts.

e. The previous and existing compliance by the Bidder/Proposer with laws and ordinances relating to the contract.

f. The sufficiency of the financial resources and ability of the Bidder/Proposer to perform the contract or provide the service.

g. The quality, availability and adaptability of the supplies or contractual services to the particular use required.

h. The ability of the Bidder/Proposer to provide further maintenance and service for the use of the subject of the contract.

i. The number and scope of conditions attached to the bid.

j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

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 nonresponse from that vendor for three (3) consecutive Solicitations. Such action may also arise out of breach of contract, default, or irregular business practice, based on the Finance Director and City Attorney's recommendation. Any or all Responses may be rejected if the City believes that collusion exists among the Bidders/Proposers. Responses in which the prices are obviously unbalanced may be rejected. If multiple Responses are submitted by a Bidder/Proposer and after the Responses are opened one of the Responses is withdrawn, the result will be that all of the Responses submitted by that Bidder/Proposer will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple Responses for different products or services.

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 any

Bidder/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 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 inured 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 named.
Professional Liability (Errors & Omissions)	Coverage- $1,000,000 minimum	

53. <u>INVOICES AND PAYMENTS</u>

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. <u>IRREVOCABILITY OF RESPONSES</u>

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. <u>LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS</u>

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. <u>LEGAL REQUIREMENTS</u>

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:

(a) Competitive Bids

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

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

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

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

(b) 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 by law.

d. Meet all requirements for retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy

any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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

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

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 lowest and best Response exceeds the budgeted amount and the City Council does not make additional funds available, the purchasing agent with the help of the department head shall have the authority to re-advertise the article or articles for bidding after making sufficient changes in the plans or specifications to bring the cost within the limit of the money available. (Code 1981, § 8-28.)

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 AN OFFER

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

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: Joseph Castro, Buyer, 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 thatthe

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 written 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.

REPAIR OF DAMAGES:

It is the Contractor's responsibility to repair any damages incurred in the area that is directly related to the project. When damages occur, the City of Port Orange Representative is to be notified immediately and shall inspect the repairs upon completion.

SAFETY:

Contractor shall comply with all applicable OSHA, State of Florida Safety Regulations and comply with all safety requirements of local authorities having jurisdiction. Contractor shall exercise all due caution to exclude the public from the work area and especially from contact with any hazardous materials.

SITE CLEANLINESS:

The Contractor shall give special attention to keeping the work site clean and free from trash and debris. Trash, debris and waste materials shall not be left on City premises but shall be disposed of at the Contractor's facilities. Site must be maintained free of trash and construction debris and cleaned every day.

CONTRACT TERM:

The term of the contract shall be from the notice to proceed. Substantial completion will be a maximum of **two hundred and ten calendar days (210) with thirty (30) more days for final completion.**

TIME-LINE:

A. Notice of Award: after bid opening and complete review of submitted bid information.
B. Notice to Proceed: TBD by Public Works
C. Start Date and Time: TBD by Public Works
D. Final Completion Time: not to exceed two hundred and forty (240) days from the date of the Notice to Proceed.

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.

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

LICENCES AND PERMITS:

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

[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 – Listing of Subcontractors

_____Form 7.10 – Local Business Affidavit of Eligibility

_____Attachment 1 – Bid Proposal

_____Copy of License (Contractor, Sunbiz, etc.)

_____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, personallyappeared 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 _____

This document must be completed and returned with your Submittal

Printed, typed or stamped name, commission and expiration:

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 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.

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 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?

(Form 7.7 Statement of Vendor's Qualifications – Page 2)

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 three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

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 7.8 – Professional References for Previous Experience Page 2)

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List all clients to whom you currently provide or have in the past provided **Wrecker/Towing Services** equal or similar to those required under the City's contract and as outlined in this bid package. A minimum of three (3) projects shall be listed below in order to bid on this contract. The Owner reserves the right to check references and confirm information provided herein.

	Contact Name	Phone	Current Client? Y or N	Number of years service provided	Description of service
1					
2					
3					

This document must be completed and returned with your Submittal.

FORM 7.9 – LISTING OF SUBCONTRACTORS

The Vendor proposes that the following subcontractors are qualified to perform the referenced work and have successfully done so on recent projects similar in nature and size. All subcontractors whose work product accounts for 5% or more of the total contract value shall be listed. Upon approval of subcontractors listed, the successful Vendor shall not substitute subcontractors without approval from the Engineer. Vendor shall attach additional sheets as necessary.

Subcontractor No. 1

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 2

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 3

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 4

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

Subcontractor No. 5

Name: _____

Description of Work: _____

Percent of Contract Price: _____

Previous Experience Together: Yes/No _____

This document must be completed and returned with your Submittal

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

This declaration is executed under penalty of perjury of the laws to the United States and State of Florida
THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:
RFSQ/RFP/ITN/BID/CONTRACT/PROJECT #*(as applicable)*: _____
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 Franchise

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

FEIN *(Federal Employer Identification Number)*:_____
BUISINESS STRUCTURE: □ Corporation □ LLC □ Partnership □ Sole Proprietorship
□ Other (Specify): _____
PHONE NUMBER:_____ FAX: _____
EMAIL: _____

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

ATTESTATION – I understand that:

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

BEFORE ME; the undersigned authority, in and for the State of Florida and the City of Port Orange personally appeared_____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.

(Form 7.10 – Local Business Affidavit of Eligibility – Page 2)

SWORN AND SUBSCRIBED BEFORE ME

_____ NOTARY SEAL

SIGNATURE OF NOTARY PUBLIC

THIS_____DAY OF_____, 20____

My Commission Expires: _____

_____

SIGNATURE OF AFFIANT DATE

_____

PRINTED NAME OF AFFIANT / TITLE

_____

COMPANY

This document must be completed and returned with your Submittal

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

BID FORM

CITY OF PORT ORANGE

ITB # 19-28

CITY HALL FIRE ALARM REPLACEMENT

Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission

Instruction to save Attachment from DemandStar website:

Perform "File Save As" and save spreadsheet to your computer. Fill in pricing in highlighted 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 SIGNATURE:	

PROPOSAL PRICING

ITEM #	DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
1	Design and install a fire alarm system, including furnishing all labor and materials necessary to provide an ADA and code compliant (FFPC 6th ed., NFPA 72, 2013, and NFPA 70, 2014), fire alarm system. PER STATEMENT OF WORK	1		$0.00
			TOTAL GENERAL BASE BID	$0.00

DESCRIPTION			
Number of Days to complete project per the statement of work:		DAYS	
Shall warranty the above Fire Alarm System, all materials and labor			
beyond 1 year warranty for:		YEARS	

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

CITY OF PORT ORANGE
STANDARD CONTRACT FOR SERVICES

SAMPLE

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **2016**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____ ("Contractor"), a _____ corporation whose principal address is _____. The City and Contractor are collectively referred to herein as the "Parties."

1. *Provision of Services*

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

(i) _____

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

Term: This Contract shall become effective on the last date the Contract is signed by the Parties. Work shall be substantially completed within ___ calendar days from issuance of a Notice to Proceed and final completion __ days thereafter (the "Term").

Manner and Place: The work shall be performed as outlined in Exhibit "__," in accordance with Standard Construction Details as required on all City owned facilities and properties (i.e. rights-of-way) and in a manner as required by all current federal, state, county, fire, building and land development codes, laws, ordinances and regulations, and with applicable permits and licenses per the City Code of Ordinances. Contractor shall not deliver goods or services without a written Purchase Order(s) or Notice to Proceed(s), signed by an authorized agent of the City of Port Orange.

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

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

Liquidated Damages. Contractor shall pay $_____ for each day that expires after the date the Work is required to be Substantially Completed until the Contractor achieves Substantial Completion with the work. Contractor and City agree and recognize that the liquidated damages set forth herein shall not be treated as a penalty and are just damages that are proportionate to any damages that might reasonably be expected to follow from a delay to Substantial Completion.

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

3. *Contract Documents*. The following forms are attached as Exhibit "__" and must be completed, signed, witnessed and notarized as indicated, and returned to the City prior to the commencement of any services by Contractor under this Contract:

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

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

5. *Contract Administration*. The _____ shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

6. *Termination for Convenience of the City*

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

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

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

(i) cease any further deliveries or work due under this Contract, on the date, and to the extent, which may be specified in the Notice;

(ii) place no further orders with any subcontractors except as may be necessary to perform that portion of this Contract not subject to the Notice;

(iii) terminate all subcontracts except those made with respect to contract performance not subject to the Notice;

(iv) settle all outstanding liabilities and claims which may arise out of such termination, with the ratification of the Finance Director of Port Orange; and

(v) use best efforts to mitigate any damages which may be sustained by the Contractor as a consequence of termination under this clause.

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

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

SAMPLE

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

(i) With respect to all Contract performance prior to the effective date of Notice of Termination, the total of:

(1) the cost of work performed or supplies delivered;

(2) the cost of settling and paying any reasonable claims as provided in paragraph (c) (iv), above;

(3) a sum as profit on (a) determined by the Finance Director to be fair and reasonable.

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

(g) In the event that the Contractor is not satisfied with any payments which the Finance Director shall determine to be due under this clause, the Contractor may appeal any claim to the City Council in accordance with Paragraph 20 of this contract concerning disputes.

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

8. *Termination for Default*. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any agreement or provision contained herein.

9. *Examination of Records*

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

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

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

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

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

SAMPLE

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129 TELEPHONE: (386) 506-5563 E-MAIL: CITYCLERK@PORT-ORANGE.ORG

11. *Termination for Non-Appropriation of Funds*

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

12. *Insurance*. Contractor shall maintain insurance during the life of this Contract. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Contractor shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Contractor shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Contractor for the reasonable additional costs of increased coverage.

SAMPLE

Insurance	Standards	Comments
Workers' Compensation Limits: Additional Coverage:	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 Limits:	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. Limits: Additional Coverage:	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. Limits: Additional Coverage:	Buildings - Completed value of contract. "All Risk" coverage on latest ISO form or its equivalent. Permission granted to occupy. Owner named as inured 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 named.
~~Professional Liability (Errors & Omissions)~~ ~~Limits:~~	~~Coverage- $1,000,000 minimum~~	

13. *Assignability of Contract*. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

14. *Modifications or Changes to this Contract*

(a) Change Orders. The Department Head, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance

SAMPLE

with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

15. *Sovereign Immunity*. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

16. *Warranties*. Contractor warrants that (1) the supplies to be provided to the City pursuant to this Contract are fit and sufficient for the purpose intended; (2) the supplies are merchantable, of good quality, and free from defects, whether patent or latent, in material or workmanship, and (3) the supplies sold to the City pursuant to this Contract conform to the standards required by this Contract.

Contractor further warrants that Contractor has title to the supplies provided, and that the supplies are free and clear of all liens encumbrances, and security interests. All warranties made in this Contract, together with service warranties and guarantees, shall run to the City and its successors and assigns.

17. *Additional Warranties*. Contractor further expressly warrants that materials and workmanship are warranted from defect for a one-year period. This is a minimum acceptable warranty.

18. *Additional Bond Security* If any surety bond furnished in connection with this Contract becomes unacceptable to the City, Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the City and a person supplying labor and materials in the prosecution of work contemplated by this Contract. Contractor expressly acknowledges that if the work to be performed hereunder is a public work, a Payment and Performance Bond, in accordance with Florida Statutes Section 255.05, in a form acceptable to the City, shall be provided and recorded with the Clerk of Volusia County at Contractors expense.

19. *Inspection*

(a) All supplies (which term throughout this clause includes without limitation raw materials, components, intermediate assemblies, and their products) shall be subject to inspection and test by the City, to the extent practicable at all times and places including the place of manufacturer, and in any event prior to acceptance.

(b) In the event any supplies or lots of supplies are defective in material or workmanship, or otherwise not in conformity with the requirements of this Contract, the City shall have the right either to reject them (with or without instructions as to their disposition) or to require their correction. Supplies or lots of supplies which have been rejected or required to be corrected shall be removed or, if permitted or required by the Finance Director, corrected in place by and at the expense of Contractor promptly after notice, and shall not thereafter be tendered for acceptance unless the former rejection or requirement of correction is disclosed. If Contractor fails promptly to remove such supplies or lots of supplies which are required to be removed or promptly to replace or correct such supplies or lots of supplies, the City may either (i) by contract or otherwise replace or correct such supplies and charge Contractor the cost for such replacement or correction; or (ii) may terminate this Contract for default as provided in the clause of

SAMPLE

this Contract entitled "Termination for Default." Unless Contractor corrects or replaces such supplies within the delivery schedule, the Finance Director may require the delivery of such supplies at a reduction in price, which is equitable under the circumstances. Acceptance or rejection of the supplies shall be made as promptly as practicable after delivery, except as otherwise provided in this Contract. Failure to inspect and accept or reject supplies shall neither relieve Contractor from responsibility for such supplies as are not in accordance with the Contract requirements nor impose liability on the City therefor.

(c) The inspection and test by the City of any supplies or lots thereof does not relieve Contractor from any responsibility regarding defects or other failures to meet the Contract requirements, which may be discovered prior to acceptance. Except as otherwise provided in this Contract, acceptance shall be conclusive except as regards latent defects, fraud, or such gross mistakes as amount to fraud.

20. *Liability for Loss or Damage*. Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

21. *Non-discrimination*. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

22. *Disputes*. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Contractor mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Contractor shall proceed diligently with the performance of this Contract in accordance with that decision.

23. *Force Majeure*. Neither party shall be liable for any delay in performance or failure to perform any obligation hereunder if, and to the extent that, such failure or delay is caused by an event of Force Majeure. Force Majeure

SAMPLE

shall mean any act, event or condition that is beyond the party's reasonable control, that materially and adversely affects the party's ability to perform its obligations hereunder, and that is not the result of the party's willful neglect, error, omission or failure to exercise reasonable due diligence.

24. *Controlling Law*. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

25. *Additional Provisions*. This Contract includes all additional provisions as may have been outlined in _____ and written quotes and purchase orders and any attachments or exhibits to this Contract whether delivered herewith or subsequently approved as a part hereof, such as drawings or technical specifications prepared in the performance of this work.

26. *Integration*. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

27. *Notice*. For purposes of this agreement, notices shall be sent as follows:

City: City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to: City of Port Orange
Attention: _____
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-____

Contractor: _____
Attention: _____
_____
_____
_____

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

28. *Contract Construction*

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of

SAMPLE

an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

29. *Authority to Sign*. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

SAMPLE

Witnesses:

_____

_____
Printed Name:_____

_____
Printed Name:_____

By:_____
Printed Name:_____
Title:_____
If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by _____, as _____ of _____, a _____ corporation, and who:

[Notary: Please select one]
☐ is personally known to me; or
☐ has produced _____as identification.

_____
Notary Public, State of _____
Printed, typed or stamped name, commission and expiration:

SAMPLE

Witnesses:

CITY OF PORT ORANGE

_____ By:_____

Printed Name:_____ Donald O. Burnette, Mayor

_____ Date:_____

Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

_____

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

_____ By:_____

Printed Name:_____ Robin L. Fenwick, CMC, City Clerk

_____ Date:_____

Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

_____

Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

SAMPLE

End of Solicitation Documents

CITY OF PORT ORANGE
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711
purchdiv@port-orange.org

ADDENDUM NO. # 1
August 30, 2019

ITB 19-28 City Hall Fire Alarm Replacement

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated August 20, 2019 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. Timeline Change

Due to Hurricane Dorian: ITB 19-28 City Hall Fire Alarm Replacement, Section 2 – Instructions to Bidders Timeline (Local Time) now shall read:

The City reserves the right to alter dates as needed.

Mandatory Pre-Bid Conference……...September 10, 2019 at 10:00 A.M.

Optional Pre-Bid Meeting……...September 12, 2019 at 10:00 A.M.

Deadline for Questions: ……September 19, 2019 by 5:00 P.M.

Final Addendum Posting…… September 26, 2019 by 5:00 P.M.

Bids Due……October 3, 2019 by 2:30 P.M.

City Council Meeting for Approval of Recommendation of Award To Be Determined

END OF ADDENDUM NO. # 1

CITY OF PORT ORANGE
PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711
purchdiv@port-orange.org

ADDENDUM NO. # 2
September 24, 2019

ITB 19-28 City Hall Fire Alarm Replacement

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated August 20, 2019 and prepared by the City of Port Orange Purchasing Division as fully and completely as if the same were fully set forth therein. It is the sole responsibility of bidder to confirm that all addenda have been received prior to submitting bid and acknowledge such in the bid documents.

A. QUESTIONS AND ANSWERS

1. Will the floor plans be made available?
   ANSWER: Yes, upon request it will be made available upon request. Please email your request to me (Joseph Castro, Buyer) at jcastro@port-orange.org

2. Does the current AES Communicator monitor serial point ID or just Alarm, Supervisory and Trouble?
   ANSWER: The current AES communicator is not hooked up because the panel is so old. The new panel will need to monitor serial point ID.

3. Will all the new Fire Alarm Wire be required to be in conduit, whether new or used?
   ANSWER: The old conduit can be used, but new conduit or cable raceway will be used where needed.

4. Does System Training, as listed in the specs, require manufacturer factory training or is this just referring to onsite system training?
   ANSWER: Just onsite training.

5. Is the current location of the Fire Alarm Annunciator acceptable or will a new location be required?
   ANSWER: Current location is acceptable.

6. No Elevator Recall or Shunt Trip was noted on the inspection report, is this something that we need to provide?
   ANSWER: Yes

7. Is it possible to know the specific model numbers of the existing Smoke and Duct Smoke Detectors?
   ANSWER: Smoke detector model number CPD 7051. Duct smoke detector is D2 Duct.

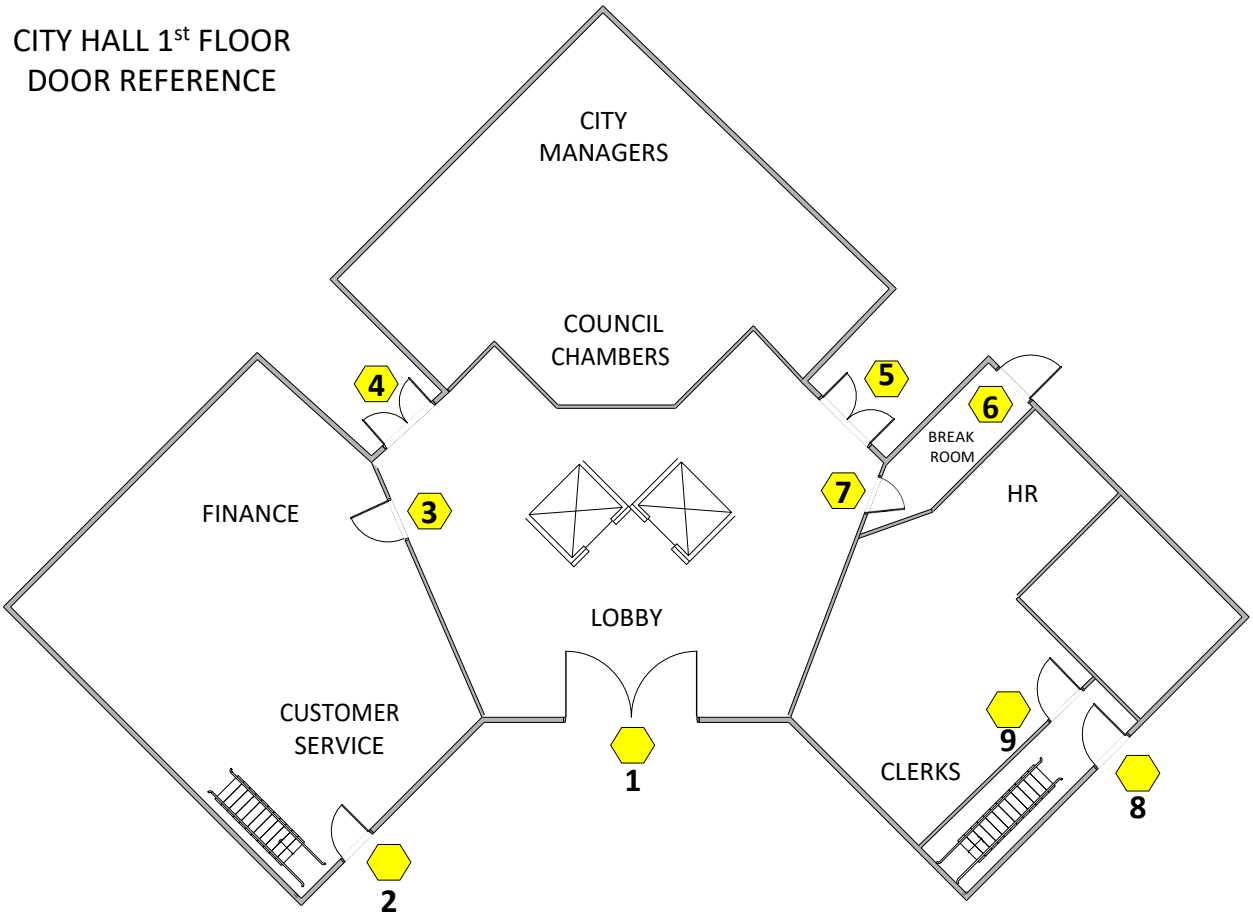
8. Will it be possible to arrange any additional trips to the Site to look at specific items?
ANSWER: Yes

9. Are the elevators currently tied into the existing fire alarm system?
ANSWER: No

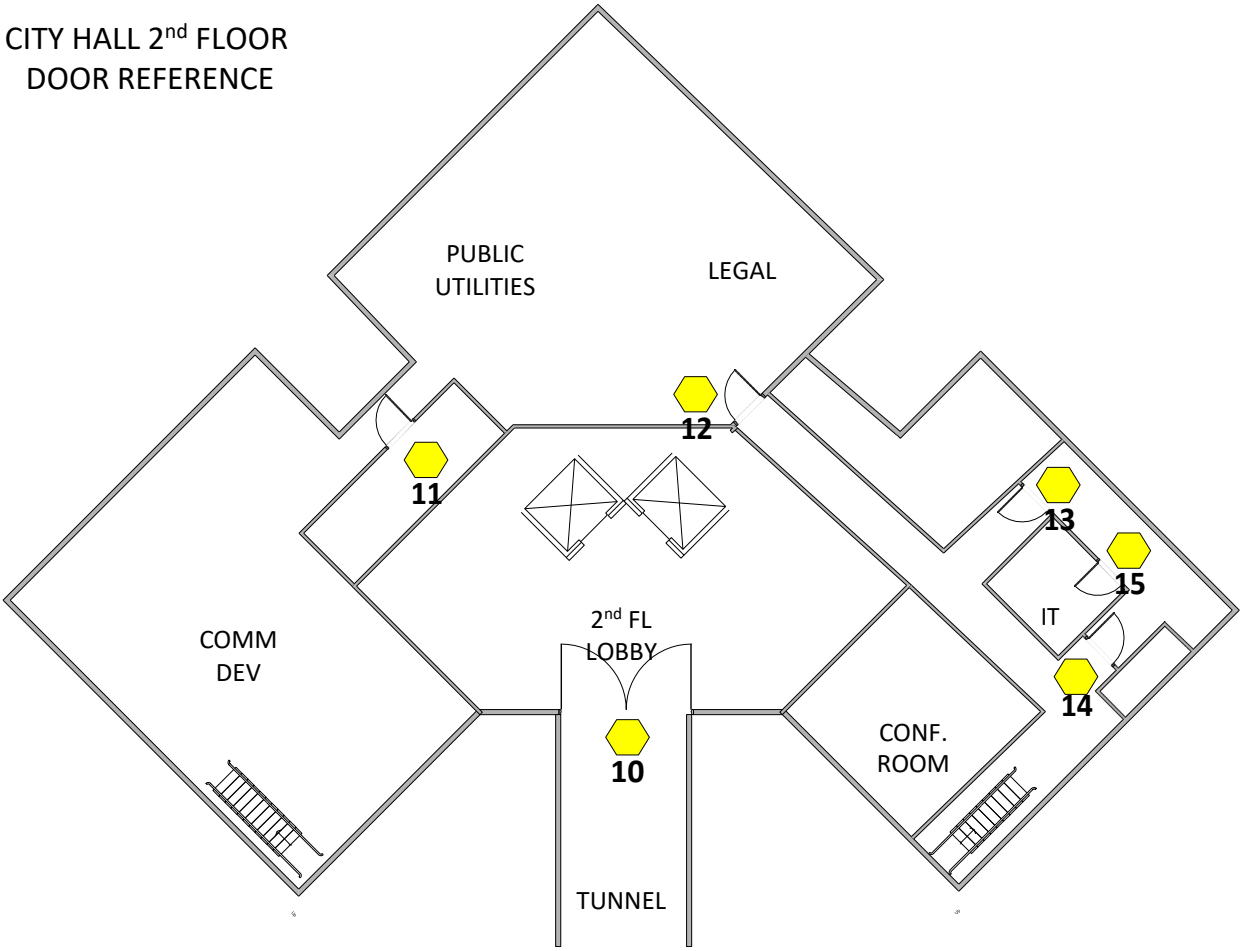
10. Are there existing or new Fire Pulls shown on the 1st floor in the Vest 117 or the Pass 111 area?
ANSWER: There is not one for Vest 117, but there is a pull station in the Pass 111 area.

11. Is it possible to get a layout of all the Maglocks associated with the access control system?
ANSWER: See 1st and 2nd Floor diagrams below.

CITY HALL 1st FLOOR
DOOR REFERENCE



CITY HALL 2nd FLOOR
DOOR REFERENCE



END OF ADDENDUM NO. # 2

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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/16/2020

Consent item: Yes

SUBJECT: (B8) Approval of CDBG Amended Action Plan for Program Year 2019 and CDBG Amended Citizen Participation Plan

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve HUD CDBG Amended Action Plan for Program Year 2019 and HUD CDBG Amended Citizen Participation Plan

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SUMMARY: The U.S. Department of Housing and Urban Development (HUD) is providing flexibilities for use of Community Development Block Grant (CDBG) funds in response to the coronavirus. This item addresses two of the program flexibilities permitted in the CARES Act Flexibilities for CDBG Funds Used to Support Coronavirus Response Guide.

The first is a substantial amendment to the previously approved 2019-2020 Annual Action Plan to include an anticipated CARES Act CDBG-Covid (CV) allocation totaling $225,840. The substantial amendment will allocate $180,672 to CV-CDBG Public Services FY 2019-2020 and increase the Planning & Administration activity by $45,168. This activity will provide subsistence to qualified Port Orange residents impacted by COVID-19 to include utilities assistance.

The second HUD flexibility is to amend the City's previously approved CDBG Citizen Participation Plan. As outlined in HUD's guide grantees may amend citizen plans to establish expedited procedures to draft, propose, or amend consolidated plans (including action plans). This includes a five-day public comment period that may run concurrently for comments on the action plan amendment and amended citizen participation plans. In person public hearings are not required and grantees may hold virtual hearings as long as they provide reasonable notification for citizens and timely responses from officials to questions and public access to all questions and answers.

In compliance with the City's CDBG Citizen Participation Policy (Resolution 06-40) staff provided Public Notice in the Daytona Beach-News Journal on June 10, 2020 and on the City's CDBG website. Staff also held a Public Hearing on Monday, June 15, 2020 in Council Chambers with a Zoom teleconferencing option to seek public comment regarding amending the Program Year 2019 and Citizen Participation Plan. Public comments were addressed and will be submitted to HUD with the amendment. Staff recommends approval of the amended plan and policy.

Project No.: Funding Account No.:

Presenter: Amanda Lasecki

ATTACHMENTS:

1.	CDBG Award Letter - Port Orange	CDBG Award Letter - Port Orange.pdf
2.	Memo CARES-Act-Flexibilities-CDBG-Funds-Used-Support-Coronavirus-Response	Memo CARES-Act-Flexibilities-CDBG-Funds-Used-Support-Coronavirus-Response.pdf
3.	Draft 2019-2020 Amended CDBG Annual Action Plan	Draft PY 2019 CDBG Port Orange Amended Action Plan 1.pdf
4.	Draft Amended CDBG Citizen Participation Policy	Draft Amended CDBG Citizen Participation Policy.pdf

Amanda Lasecki	Created/Initiated - 4/14/2020
Scott Neils	Approved - 4/15/2020
Lupe Reyna-Coffin	Approved - 4/23/2020
Matthew Jones	Approved - 6/10/2020
Jake Johansson	Approved - 6/10/2020
Robin Fenwick	Final Approval - 6/10/2020

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

April 2, 2020

The Honorable Don Burnette
Mayor of Port Orange
1000 City Center Circle
City Hall
Port Orange, FL 32129-4144

Dear Mayor Burnette:

I am pleased to inform you of a special allocation to your jurisdiction of Community Development Block Grant funds to be used to prevent, prepare for, and respond to the coronavirus (COVID-19). This allocation was authorized by the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Public Law 116-136, which was signed by President Trump on March 27, 2020, to respond to the growing effects of this historic public health crisis.

The CARES Act made available $5 billion in Community Development Block Grant Coronavirus (CDBG-CV) funds. Of this amount, the Department is immediately allocating $2 billion based on the fiscal year 2020 CDBG formula. The remaining $3 billion shall be allocated based on needs using best available data, in the following tranches: $1 billion shall be allocated to States and insular areas within 45 days of enactment of the Cares Act, and $2 billion shall be distributed to states and local governments at the discretion of the Secretary. Up to $10 million will be set aside for technical assistance. Given the immediate needs faced by our communities, the Department has announced the first allocation of funds. Your jurisdiction's allocation is $225,840.

The CARES Act adds additional flexibility for both the CDBG-CV grant and, in some cases, for the annual FY2020 CDBG grants in these unprecedented times. The public comment period is reduced to not less than 5 days, grantees may use virtual public hearings when necessary for public health reasons, the public services cap is suspended during the emergency, and States and local governments may reimburse costs of eligible activities incurred for pandemic response regardless of the date.

In addition, the CARES Act authorizes the Secretary to grant waivers and alternative requirements of statutes and regulations the Secretary administers in connection with the use of CDBG-CV funds and fiscal year 2019 and 2020 CDBG funds (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment). Waivers and alternative requirements can be granted when necessary to expedite and facilitate the use of funds to prevent, prepare for, and respond to coronavirus.

The Department is developing a notice that will further describes the CARES Act's provisions, a Quick Guide to the CARES Act flexibilities and other provisions, and other resources

to enable swift implementation of CDBG-CV grants. As these become available, they will be posted on HUD's website and distributed to grantees. The Department will also support grantees with technical assistance.

As you develop your plan for the use of these grant funds, we encourage you to consider approaches that prioritize the unique needs of low- and moderate–income persons and the development of partnerships between all levels of government and the private for-profit and non-profit sectors. You should coordinate with state and local health authorities before undertaking any activity to support state or local pandemic response. CDBG-CV grants will be subject to oversight, reporting, and requirements that each grantee have adequate procedures to prevent the duplication of benefits. HUD will provide guidance and technical assistance on DOB and regarding prevention of fraud, waste, and abuse and documenting the impact of this program for beneficiaries.

The Office of Community Planning and Development (CPD) is looking forward to working with you to successfully meet the urgent and complex challenges faced by our communities. If you or any member of your staff has questions, please contact your local CPD Field Office Director or CPDQuestionsAnswered@hud.gov.

Sincerely,

John Gibbs
Acting Assistant Secretary
for Community Planning and Development
U.S. Department of Housing and Urban Development

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
WASHINGTON, DC 20410-7000

ASSISTANT SECRETARY FOR
COMMUNITY PLANNING AND DEVELOPMENT

9 April 2020

MEMORANDUM FOR: All Fiscal Year 2020 and 2019 CDBG and CDBG-CV Grantees and All CPD Field Office Directors

FROM: John Gibbs, Acting Assistant Secretary for Community Planning and Development

SUBJECT: CARES Act Flexibilities for CDBG Funds Used to Support Coronavirus Response and plan amendment waiver

The Coronavirus Aid, Relief and Economic Security Act (CARES Act) (Public Law 116-136) makes available $5 billion in supplemental Community Development Block Grant (CDBG) funding for grants to prevent, prepare for, and respond to coronavirus (CDBG-CV grants). Additionally, the CARES Act provides CDBG grantees with flexibilities that make it easier to use CDBG-CV grants and fiscal years 2019 and 2020 CDBG Grants for coronavirus response and authorizes HUD to grant waivers and alternative requirements.

The Department has announced the allocations of the first $2 billion in CARES Act funding for CDBG grantees, as well as $1 billion for Emergency Solutions Grants (ESG) and $53.7 million for Housing Opportunities for Persons With AIDS (HOPWA). You can find the allocations at www.hud.gov/program_offices/comm_planning/budget/fy20/.

This memorandum transmits the attached *CARES Act Flexibilities for CDBG Funds Used to Support Coronavirus Response* Guide (Guide). The Guide describes the immediate availability of a 5-day public comment period for amendments and new plan submissions, uncaps the percentage of CDBG funding for public services to prevent, prepare for, and respond to coronavirus, as well as other flexibilities. Please note that these new provisions are not only applicable to the $5 billion in CDBG funding from the CARES Act but many of the new provisions are also applicable to FY2019and FY2020 CDBG funding. This broad applicability provides grantees with flexibility to help address the challenges facing our nation.

Grantees are advised to amend or prepare their plans as soon as possible and not to wait for the pending Federal Register notice, which may provide additional waivers and alternative requirements. Similarly, grantees should not wait for HUD to allocate the remaining nearly $3 billion of the $5 billion provided by the CARES Act for the CDBG program. Upon publication of the Federal Register notice and subsequent allocations, grantees receiving allocations will then amend plans accordingly.

Grantees should proceed with all amendments and plans under these new provisions by adding the CDBG-CV allocation in their plans as an available resource for the year. The CARES Act permits HUD to waive, or specify alternative requirements for, any provision of any statute or regulation that the Secretary administers in connection with the CDBG-CV funds, FY2019 and FY2020 CDBG funds (except for requirements related to fair housing, nondiscrimination, labor standards, and the environment), upon a finding by the Secretary that any such waivers or

alternative requirements are necessary to expedite or facilitate the use of such amounts to prevent, prepare for, and respond to coronavirus.

To expedite grantees' use of CDBG-CV funds, HUD is waiving the requirements at 42 U.S.C. 12705(a)(2) to the extent it requires updates to the housing and homeless needs assessment, housing market analysis, and strategic plan and 24 CFR 91.220 and 91.320 to the extent the action plan is limited to a specific program year to permit grantees to prepare substantial amendments to their most recent annual action plan, including their 2019 annual action plan. Grantees must identify the proposed use of all funds and how the funds will be used to prevent, prepare for, and respond to coronavirus.

The Department is also waiving 24 CFR 91.505 to facilitate the use of the CDBG-CV funds to the extent necessary to require submission of the substantial amendment to HUD for review in accordance with 24 CFR 91.500. To receive a CDBG-CV grant, a grantee must also submit a SF-424, SF-424D and the certifications at 24 CFR 91.225(a) and (b) or 24 CFR 91.325(a) and (b).

The Guide addresses many of the Field's initial questions. Email inquiries to CPDQuestionsAnswered@hud.gov will continue to receive individual replies and guidance. HUD will also be batching questions and responses and periodically making them available as FAQs. Additional resources will continue to be posted to www.hudexchange.info/programs/cdbg/disease/.

Thank you for the work you and your staff do with our communities in the fight against the coronavirus.

CARES Act Flexibilities for CDBG Funds Used to Support Coronavirus Response

April 9, 2020

President Trump has signed *The Coronavirus Aid, Relief and Economic Security Act* (CARES Act). The CARES Act:

- Makes available $5 billion in supplemental Community Development Block Grant (CDBG) funding for grants to prevent, prepare for, and respond to coronavirus (CDBG-CV grants);
- Provides flexibilities for CDBG grantees to make it easier to use CDBG-CV grants and fiscal years 2019 and 2020 CDBG grants for coronavirus response and authorizes HUD to grant waivers and alternative requirements;
- Requires CDBG-CV grantees to prevent the duplication of benefits, which means grant funds may not be used to pay costs if another source of financial assistance is available to pay that cost.

HUD will publish a Federal Register notice describing the requirements for CDBG-CV grants. The notice will also include waivers and alternative requirements for CDBG-CV and fiscal year 2019 and 2020 CDBG grants. A grantee may submit a CDBG-CV action plan substantial amendment to its most recent accepted CDBG action plan for the first CDBG-CV allocation before the notice is published. To apply for CDBG-CV grants, grantees may follow existing regulatory requirements for a substantial amendment to the grantee's action plan that describes the amount of CDBG-CV funds available in the first allocation and planned use of funds, in accordance with existing requirements and the flexibilities in the CARES Act, summarized below. HUD will publish a Q&A document with further information on this process.

Grantees may use CDBG-CV and CDBG funds for a range of activities to prevent, prepare for, and respond to coronavirus. For examples, see the Quick Guide to CDBG Activities for Infectious Disease Response.

Summary of CARES Act Provisions for Coronavirus Response With CDBG-CV and CDBG Grants

For more information, refer to applicable sections of the CARES Act, Housing and Community Development Act of 1974 (for State CDBG Grantees) and CDBG regulations (for Entitlement CDBG grantees).			
Description of Program Flexibility	***Applicability to CDBG-CV and CDBG Grants***		
Public Service Activities			
Eliminates the 15 percent cap[1] on the amount of grant funds that can be used for public services activities. *Following enactment, the cap in section 105(a)(8) of the HCD Act and 24 CFR 570.201(e) has no effect on CDBG-CV grants and no effect on FY 2019 and 2020 CDBG grant funds used for coronavirus efforts.*	CDBG-CV	Immediately Available ✓	
	CDBG FY 19 and FY 20 Grants	Immediately Available ✓	
	CDBG Grants before FY 19		Not Available ✗
Reimbursement of Costs			
Provides that grantees may use CDBG-CV grant funds to cover or reimburse costs to prevent, prepare for, and respond to coronavirus incurred by a State or locality, regardless of the date on which such costs were incurred, when those costs comply with CDBG requirements. *For other grants, pre-agreement and pre-award cost authority is available under 24 CFR 570.489(b) (states) and 570.200(h) (entitlements).*	CDBG-CV	Immediately Available ✓	
	CDBG FY 19 and FY 20 Grants		See current regulations. ✗
	CDBG Grants before FY 19		See current regulations. ✗

[1] Section 105(a)(8) of the Housing and Community Development Act of 1974, provides a different percentage cap for some grantees.

Description of Program Flexibility	*Applicability to CDBG-CV and CDBG Grants*		
Citizen Participation and Public Hearings for Consolidated Plans (including Action Plans)			
Provides that grantees may amend citizen participation plans to establish expedited procedures to draft, propose, or amend consolidated plans. Expedited procedures must include notice and reasonable opportunity to comment of no less than 5 days. The 5-day period can run concurrently for comments on the action plan amendment and amended citizen participation plans. In-person public hearings are not required. Grantees may meet public hearing requirements with virtual public hearings if: 1) national/local health authorities recommend social distancing and limiting public gatherings for public health reasons; and 2) virtual hearings provide reasonable notification and access for citizens in accordance with the grantee's certifications, timely responses from local officials to all citizen questions and issues, and public access to all questions and responses.	CDBG-CV	Immediately Available ✓	
	CDBG FY 19 and FY 20 Grants	Immediately Available ✓	
	CDBG Grants before FY 19		Not Available ✗
Deadline to Submit Consolidated Plans (including Annual Action Plans)			
Extends the deadline for grantees to submit action plans and other updates to their consolidated plans submissions for fiscal years 2019* and 2020 to August 16, 2021. *Without extension, the deadline for fiscal year 2020 grants would be August 16, 2020, in accordance with section 116(b) of the HCD Act and 24 CFR 91.15. *The deadline for fiscal year 2019 passed on August 16, 2019 (plans due then have been submitted).*	CDBG-CV	Immediately Available ✓	
	CDBG FY 19* and FY 20 Grants	Immediately Available. ✓	
	CDBG Grants before FY 19		Not applicable. ✗
Waiver and Alternative Requirement Authority			
Authorizes the Secretary to issue statutory and regulatory waivers/alternative requirements for CDBG-CV and some CDBG funds when necessary to expedite or facilitate the use of grant funds to prevent, prepare for, and respond to coronavirus. Prohibits waivers/alternative requirements related to fair housing, nondiscrimination, labor standards, and the environment. *HUD has additional regulatory waiver and statutory suspension authorities that it may use for CDBG Grants before fiscal year 2019 if necessary.*	CDBG-CV	Immediately Available ✓	
	CDBG FY 19 and FY 20 Grants	Immediately Available. ✓	
	CDBG Grants before FY 19		Not applicable. ✗

DRAFT- City of Port Orange- FY 2019 Amended Annual Action Plan

Executive Summary

AP-05 Executive Summary - 24 CFR 91.200(c), 91.220(b)

1. Introduction

The City of Port Orange 2019-2020 Annual Action Plan (AAP) and the Citizen Participation Plan (CPP) are being amended to respond to the COVID-19 Pandemic declared in March 2020 and the economic and housing impacts caused by the Pandemic. This substantial amendment entails adding a new activity, CV-CDBG Public Services FY 2019-2020 Annual Action Plan for the CARES Act CDBG-CV allocation totaling $180,672. The substantial amendment will also increase Planning and Administration $45,168 to implement the Public Service activity.

As a recipient of federal grant funds, the U.S. Department of Housing and Urban Development (HUD) requires the City of Port Orange to prepare and adopt a Five-Year Consolidated Plan for FY 2016 to FY 2020. This FY 2019 (Federal Fiscal Year 2019-2020) Annual Action Plan is the fourth-year implementation of the Consolidated Plan.

The Action Plan serves as the City's application for Community Development Block Grant (CDBG) funding, and describes needs, goals and objectives. This plan covers a period beginning October 1, 2019 and ending on September 30, 2020. This plan was developed pursuant to Federal guidelines found at 24 CFR 91.

The City of Port Orange is located within Volusia County Florida. The current population estimate is 61,009 persons. There are five Census Tracts within the City that have a population whose income is at or below 80% of the area median income. The City has not defined specific target areas within the City.

Port Orange has been advised that it will be eligible to receive a CDBG entitlement allocation of $347,231.00 in FY 2019. These funds are proposed to be spent primarily on public infrastructure improvements. An estimated 80% of the City FY 2019 CDBG allocation will be focused on the public infrastructure improvements in this area. **Additionally, due to the COVID-19 Pandemic the City was notified it will be eligible to receive a CARES Act CDBG-CV entitlement allocation of $225,840 in FY 2019.**

Aligned with the adopted Five (5) Year CDBG Consolidated Plan approved by HUD, staff is proposing to

utilize the city's FY 2019 CDBG allocation on the Howes Street Stormwater Improvements Project ($277,784.80), and Planning and Administration ($69,446.20). **Staff is amending this plan and proposing adding a new activity, CV-CDBG Public Services FY 2019-2020 Annual Action Plan for the CARES Act CDBG-CV allocation ($180,672) and increasing Planning and Administration funds ($45,168) to implement the new activity.**

2. Summarize the objectives and outcomes identified in the Plan

The City of Port Orange developed its Five-Year Consolidated Plan and Annual Action Plan based on an analysis of the data presented along with community participation and stakeholder consultation process. The Consolidated Plan identified the community's affordable housing, community development, homelessness, and economic development needs, and outlines a comprehensive and coordinated strategy for addressing them. The City's five-year strategy devotes CDBG resources to those areas of the City with the highest concentration of low- and moderate-income persons, as well as targeting assistance directly to low- and moderate-income beneficiaries.

Through these efforts established during the Consolidated Plan the city identified three high priority needs in which to invest CDBG funding: 1) Public Improvements and Infrastructure, 2) Public Facilities, and 3) Economic Development.

To provide for the top priority needs, the goals continue to be as follows:

1. Improve public infrastructure – Including improvements to streets, sidewalks, stormwater drainage, sewer, and other public infrastructure in low/moderate income areas. Residents have also expressed a desire for improving roads and striping on streets, fixing drainage, and stormwater runoff improvement.
2. Provide housing and services for homeless persons – Including emergency shelter, transitional housing, and permanent housing, as well as outreach and supportive services. The City will focus on providing funds to subrecipients that operate emergency shelters or transitional housing.
3. Activities addressing job creation, job training, and business development.

For FY 2019, the City will carry out a public infrastructure and improvement project in Census tract 825.11/ block group 2. This activity will benefit all the residents in this block group. **CARES ACT CDBG-CV funds are to be used for responding to the impact of the COVID-19 Pandemic and will assist with urgent relief to Port Orange residents.**

3. Evaluation of past performance

The City of Port Orange became eligible to receive HUD CPD funds in 2006. Per the Consolidated Plan, the highest priority activity for CDBG investment is public infrastructure improvements. In 2018, two projects were proposed including the Virginia Avenue and Monroe Street Drainage Improvements and

Canal View and Spruce Creek Curb & Guardrail Replacement. These projects aligned with the residents' requests for infrastructure projects and served eligible LMI areas. Progress for the Virginia/Monroe Drainage Improvement project continues to be made. The final property acquisition for the project was completed in March 2019. The City is now preparing the bid documents for the projects with bid anticipated in August 2019. The Canal View and Spruce Creek Curb & Guardrail Replacement project is moving forward. A cost participation agreement was entered with Florida Power and Light for the project which delayed the timeline. It is anticipated that work on the project will be completed in September 2019.

4. Summary of Citizen Participation Process and consultation process

Consistent with the process identified in the city's adopted Citizen Participation Plan, the City of Port Orange has prepared this Annual Action Plan through an open process to obtain input from community stakeholders. The City held a Public Hearing on the Proposed Plan on July 25, 2019 after notice was provided in the Daytona Beach News-Journal on July 13, 2019 and posted on the City's website. The Port Orange City Council met on August 6, 2019 and approved the FY 2019 Annual Action Plan. **A request for waiver from HUD to reduce the 30-day citizen comment period to five days to respond to urgent relief needs regarding the COVID-19 Pandemic was submitted on May 8, 2020. A Public Notice regarding the substantial amendment to the FY 19 AAP and CPP was published in the Daytona Beach News-Journal on June 10, 2020 and posted on the City's website. A Public Meeting facilitated by City Staff was held at 5:00pm at the Port Orange City Hall Council Chambers on June 15, 2020. A Zoom teleconference option was also available for those wishing to attend remotely. Citizen participation was also permitted at the Port Orange City Council meeting held in Council Chambers on June 16, 2020 and Council approved the amended FY 19 AAP and CPP.**

5. Summary of public comments

Public comments are attached to this Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

N/A

7. Summary

A summary of Public Comments will be provided in this section.

PR-05 Lead & Responsible Agencies – 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

Describe the agency/entity responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	PORT ORANGE	Finance Department

Table 1 – Responsible Agencies

Narrative (optional)

Consolidated Plan Public Contact Information

Amanda Lasecki
Grants Manager
(386) 506-5737

alasecki@port-orange.org

AP-10 Consultation – 91.100, 91.200(b), 91.215(l)

1. Introduction

HUD Consolidated Plan regulations mandate that the City consult with other public and private agencies, State or local health and child welfare agencies adjacent governments, the local Continuum of Care (CoC), and Public Housing Authorities during the preparation of the Consolidated Plan. In its administration of the CDBG program, the City works with local, regional, and statewide agencies and organizations to ensure that services are provided or available to its residents. A comprehensive consultation process was conducted with stakeholders in the housing and community development industry. The City engaged with stakeholders by reaching out through its website, conducting online surveys, placing notices in City Hall and the Port Orange Regional Library, conducting stakeholder interviews (phone calls and emails), and placing newspaper advertisements in the Daytona Beach News-Journal. **During the development of the activity related to the usage of CDBG-CV funds the City worked closely with Volusia County and neighboring municipalities to identify unmet needs relating to the COVID-19 Pandemic.**

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l))

The City of Port Orange works closely with the Volusia County Community Assistance Division. The County receives State Housing Initiatives Program (SHIP) funding from the Florida Housing Finance Corporation to provide affordable housing for very low, low, and moderate-income households. The SHIP program encourages the development of local housing partnerships between municipalities in the County, lenders, real estate professionals, and advocates.

The City does not have a public housing authority and the Volusia County Community Assistance Division manages the Section 8 Housing Choice Voucher Program. The County PHA, provides portable housing choice vouchers that may be used in the City of Port Orange.

The City also works with local and regional non-profit housing providers and social service agencies to coordinate homelessness efforts.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Volusia/Flagler County Coalition for the Homeless (VFCCH) is the lead agency for the Continuum of Care (CoC) which serves Volusia County. The CoC is responsible for conducting the annual count of people experiencing homelessness, identifying the gaps in available housing and services to homeless subpopulations, and strategically planning and organizing the expansion of housing and supportive

services to meet the needs. These “gaps” are missing services that are needed to ensure that clients can successfully exit homelessness. The Continuum's priorities are in accordance with the Federal Strategy to Prevent and End Homelessness, the Volusia-Flagler County Ten Year Plan to End Homelessness as revised in the VFCoC strategic Plan, and as set forth in HUD's National Performance Objectives for Continuums of Care, as follows:

- The highest priority is permanent housing for chronically homeless persons, with a special emphasis on chronically homeless veterans. Since Volusia County has achieved functional zero for veterans as vetted by USICH and HUD, prevention has taken on a new role with maintaining veterans in their housing.
- The second highest priority is placed on the Homeless Management Information System (HMIS) in order for the CoC to measure system performance and meet HUD's reporting requirements under the HEARTH Act.
- The third priority is to develop a coordinated entry process which is a key step in assessing the needs of homeless/at risk of homeless individuals and families and prioritizing them for assistance.
- The fourth priority is to prevent and end homelessness for families and unaccompanied youth;
- The fifth priority is domestic violence victims.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The City of Port Orange does not receive ESG funds and does not participate extensively in CoC deliberations.

As required by HUD, there is at least one homeless individual and several formerly homeless individuals who participate on committees for the Commission on Homelessness for Volusia Flagler Board of Directors for the FL 504 CoC. All meetings are open to the public and homeless individuals and homeless advocates are encouraged to attend. The public was an active part in the identification of goals and objectives and the formulation of the most recently updated Volusia Flagler CoC Strategic Plan. The whole CoC membership was invited to participate in a Continuum-wide poll to prioritize and rank the identified gaps in order of priority. In addition, the development of action steps within the objectives was voted on in planning meetings and brought to the Board meetings for discussion and final approval. The Commission on Homelessness for the Volusia-Flagler CoC is developing a Five-Year Action Plan to coincide with Opening Doors, the Federal Strategic Plan to End Homelessness. The public, including homeless individuals and families, are encouraged to attend the Strategic Planning Meetings and make public comments.

Within the planning process for the FL-504 CoC, the development of shelter housing for the area has

been a long-standing issue. Several workgroups including homeless representatives have been convened to assist with surveying the homeless population in order to get views on housing options, services and service delivery. The surveys request input on their preferences regarding shelters, shelter location(s), Housing First options, Rapid Re-Housing (RRH), outreach and other wrap-around services such as mental health, substance abuse and SSI/SSDI Outreach, Access and Recovery (SOAR) services. These surveys will assist in identifying where and how the CoC will proceed in addressing the need, size and location for additional shelter beds (if determined necessary) as well as steering dollars to RRH and PSH beds and units.

The County of Volusia which is an entitlement district for ESG, consults with the CoC in formulating its agenda for ESG funding. The County holds community development meetings which are open to the public and requests stakeholders to attend in order to provide the needed input necessary to determine the means by which the funding will be used. The County of Volusia has previously used ESG funding for prevention but is shifting its focus to Rapid Rehousing in the coming year in alignment with HUD's goal of ending family homelessness.

The State of Florida released local solicitations for funding to non-entitlement areas (Flagler County, Daytona Beach, Port Orange and Deltona) for ESG through CoC Lead Agencies. The local funding supports Emergency Shelter, Rapid Rehousing, Prevention and Street Outreach for these non-entitlement areas. The sub-recipients awarded local funding include Halifax Urban Ministries, Salvation Army, New Hope Ministries and Family Life Center of Flagler County.

2. Describe Agencies, groups, organizations and others who participated in the process and describe the jurisdiction's consultations with housing, social service agencies and other entities

Table 2 – Agencies, groups, organizations who participated

1	**Agency/Group/Organization**	CITY OF PORT ORANGE
	Agency/Group/Organization Type	Other government - Local
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy Economic Development Anti-poverty Strategy Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Grantee Community Development Department.
2	**Agency/Group/Organization**	VOLUSIA COUNTY
	Agency/Group/Organization Type	Services - Housing Other government - County
	What section of the Plan was addressed by Consultation?	Public Housing Needs Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Volusia County works closely with Port Orange for its public housing needs and other planning needs in the region. Input was gathered through document review. Need for more coordination to address the housing needs of low- and moderate-income persons through owner-occupied rehabilitation and down payment assistance programs.
3	**Agency/Group/Organization**	Volusia County Community Assistance Division
	Agency/Group/Organization Type	PHA
	What section of the Plan was addressed by Consultation?	Public Housing Needs

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Volusia County Community Assistance Division is the local PHA serving Port Orange and administers Housing Choice Vouchers (Section 8). Input was gathered through document review. Need for more coordination to meet the needs of Section 8 voucher recipients.
4	**Agency/Group/Organization**	Volusia/Flagler Coalition for the Homeless
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Volusia/Flagler County Coalition for the Homeless CoC is a 501(c)3 nonprofit designed to lead a collaboration of agencies that provide emergency, transitional, and permanent housing opportunities and supportive services needed by people experiencing homelessness.
5	**Agency/Group/Organization**	Council on Homeless FL Dept of Children and Families
	Agency/Group/Organization Type	Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Volusia-Flagler County Coalition for the Homeless (VFCCH) is the lead agency for the local Continuum of Care. VFCCH provided data and feedback, and additional input was gathered through document review. Need for more active participation of City of Port Orange officials in Continuum of Care proceedings.
6	**Agency/Group/Organization**	East Central Florida Regional Planning Council
	Agency/Group/Organization Type	Regional organization
	What section of the Plan was addressed by Consultation?	Economic Development

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	East Central Florida Regional Planning provides the City with the Economic Development CEDS report.
7	**Agency/Group/Organization**	Florida Department of Health-Central
	Agency/Group/Organization Type	Health Agency
	What section of the Plan was addressed by Consultation?	Lead-based Paint Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Florida Department of Health, Volusia County Environmental Health, operates the Lead Poisoning Prevention Program for Volusia County. The agency was consulted through phone call and by e-mail to obtain information on lead poisoning trends in Port Orange/Volusia County.
8	**Agency/Group/Organization**	MID-FLORIDA HOUSING PARTNERSHIP
	Agency/Group/Organization Type	Housing Services-homeless
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Mid-Florida Housing Partnership operates Palmetto House, a transitional housing facility. Input was gathered through a key person interview. Identification of homeless needs.
9	**Agency/Group/Organization**	CareerSource
	Agency/Group/Organization Type	Services-Employment
	What section of the Plan was addressed by Consultation?	Economic Development Anti-poverty Strategy

	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Input collected through stakeholder interview. CareerSource provides workforce development services to a wide range of individuals, including those transitioning out of homelessness and seeking stable employment. CareerSource provided insight into the needs of its client base, including a need for stronger public transportation options between residential areas and employment centers.
10	**Agency/Group/Organization**	Pregnancy Crisis Center
	Agency/Group/Organization Type	Services-Health
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Input collected through a stakeholder interview with Pregnancy Crisis Center. The Center provides pregnancy tests and other health services to women in need. The Center emphasized the importance of access to affordable housing in the area, particularly for single mothers expecting a child.
11	**Agency/Group/Organization**	Beach House Youth Prevention Center
	Agency/Group/Organization Type	Services-Children Services-homeless
	What section of the Plan was addressed by Consultation?	Homelessness Needs - Unaccompanied youth
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Input collected through a stakeholder interview with Beach House Youth Prevention Center. BHYPC works with children at risk for delinquency and children with serious emotional disturbances. BHYPC said that safe, affordable housing for families in unstable situations would be ideal, since many of their clients are from unstable home situations.
12	**Agency/Group/Organization**	Council on Aging of Volusia County
	Agency/Group/Organization Type	Services-Elderly Persons

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Non-Homeless Special Needs
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Solicited input through a stakeholder interview. The Council on Aging of Volusia County provides assistance for the elderly, including Meals on Wheels and other services, with an overall mission of keeping elderly residents in their home of choice. The Council indicated that many of their clients would benefit from rehabilitation funding because their homes are in poor condition and they have limited income to renovate or replace appliances.
13	**Agency/Group/Organization**	ESP Case Management Professionals, Inc
	Agency/Group/Organization Type	Services-Persons with Disabilities Services-homeless
	What section of the Plan was addressed by Consultation?	Housing Need Assessment Homelessness Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	Solicited input through a stakeholder interview. ESP Case Management Professionals, Inc. provides individualized case management to empower individuals towards self-sufficiency, including facilitating client access, employment, educational programs, mainstream benefits, mental health svcs., social svcs., transportation and housing. ESP Case Management indicated funding and provision of transitional care facilities and more permanent supportive housing options for individuals with disabilities is absolutely critical.

Identify any Agency Types not consulted and provide rationale for not consulting

There were no agency types not consulted during this process.

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Volusia/Flagler County Coalition for the Homeless	The goal to provide shelter and other housing facilities along with supportive services for the homeless population aligned with the CoC Homeless Plan
2018 City of Port Orange Citizen Survey Report	City of Port Orange	The report helped to determine priority needs based on residents' responses to survey questions and comments.
FY 2020-2025 Capital Improvement Plan	City of Port Orange	The goals of the Strategic Plan were supported by the capital needs identified in the CIP.
Volusia County Consolidated Plan	Volusia County Community Assistance Division	The County's affordable housing goals and Housing Choice Voucher program overlaps with the City's housing goals to expand the supply of affordable housing and preserve the existing affordable housing stock.
Local Housing Assistance Plan	Florida Housing Finance Corporation	The Strategic Plan is consistent with the Local Housing Assistance Plan which is based on the criteria established by FHFC to serve low- and moderate-income households by providing housing assistance and homeownership opportunities.
Analysis of Impediments to Fair Housing Choice	City of Port Orange	This plan was used to address sections of the Consolidated Plan related to barriers to affordable housing with the City of Port Orange.

Table 3 – Other local / regional / federal planning efforts

Narrative (optional)

AP-12 Participation – 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation
Summarize citizen participation process and how it impacted goal-setting

CDBG regulations require that the City of Port Orange provide ample opportunity for residents to participate in the development of the Annual Action Plan.

The City's Citizen Participation Plan adheres to the HUD requirements at Part 91. The plan includes soliciting participation from all City residents including low- and moderate-income persons, minorities, persons with disabilities, non-English speaking persons, and residents of slum and blighted areas. To gather the input of residents, on July 25, 2019 the City held a public hearing after work hours during the development of the Action Plan. A notice was published in the Daytona Beach News Journal on July 13, 2019. The notice was also published on the City's website to allow for 24/7 access. Residents also had an opportunity to comment on the Action Plan at the City Council meeting held on August 6, 2019. **A request for waiver from HUD to reduce the 30-day citizen comment period to five days to respond to urgent relief needs regarding the COVID-19 Pandemic was submitted on May 8, 2020. A Public Notice regarding the substantial amendment to the FY 19 AAP and CPP was published in the Daytona Beach News-Journal on June 10, 2020 and posted on the City's website. A Public Meeting facilitated by City Staff was held at 5:00pm at the Port Orange City Hall Council Chambers on June 15, 2020. Citizen participation was permitted at the Port Orange City Council meeting held on June 16, 2020 and Council approved the amended FY 19 AAP and CPP.**

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Newspaper Ad	low/mod income persons	**Summary will be updated after Public Hearings**	**Summary will be updated after Public Hearings**	N/A	
2	Internet Outreach	low income persons	N/A	N/A	N/A	https://www.port-

						orange.org/338/Community-Development-Block-Grant-CDBG

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources – 91.220(c)(1,2)

Introduction

The City of Port Orange anticipates receiving $347,231.00 in CDBG funds from HUD for FY 2019,
the fourth year of the Consolidated Plan. The City does not expect to receive any program income and prior year funds will not be reallocated at this time. The City expects the level of funding to be roughly the same for the remaining years of the planning period. Based on the annual allocation, the City expects $655,942.00 to be available for the remainder of the Consolidated Plan. **Additionally, due to the COVID-19 Pandemic the City was notified it will be eligible to receive a CARES Act CDBG-CV entitlement allocation of $225,840.00 in FY 2019. Funds will be disbursed only for eligible grant activity occurring within the City of Port Orange.**

Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan $	Narrative Description
			Annual Allocation: $	Program Income: $	Prior Year Resources: $	Total: $		

CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	**573,071**	0	0	**573,071**	308,711	**Initial FY 19 HUD allocation $347,231. Additional CARES Act CDBG-CV $225,840.**

Table 5 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

The CDBG program does not require a match from non-federal sources. However, the CDBG funds will leverage additional sources of funding including general and local funds and possibly State funding.

The needs of the City far outweigh the CDBG allocation and projects where CDBG funding is invested will often be partially funded from other sources to make the project feasible. The source of these additional funds will depend on the nature of the activity and in some cases the location.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Not applicable

Discussion

While the City has not committed any local resources to address the priority needs as of the writing of the Plan, as projects are identified during the planning period, if there are funding deficits, the City may utilize available local funding and State funding to fill the gap, as needed.

Annual Goals and Objectives

AP-20 Annual Goals and Objectives

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator
1	Improve Public Infrastructure	2016	2020	Non-Housing Community Development	LMI Area	Public Improvements and Infrastructure	CDBG: $277,784.80	Public Facility or Infrastructure Activities other than Low/Moderate Income Housing Benefit
2	**Public Services**	**2019**	**2020**	**Homeless Non-Homeless Special Needs Non-Housing Community Developmen t**	**City Wide**	**Housing Needs Owners Housing Needs Non-Homeless Special Needs Community Development Economic Development**	**CV-CDBG: $180,672**	**Public Service activities for Low/Moderate Income Housing Benefit: 300 Households**

Table 6 – Goals Summary

Goal Descriptions

1	**Goal Name**	Improve Public Infrastructure

	Goal Description	Infrastructure improvements including flood and drainage, road improvements, sidewalk improvements, ADA improvements, and sewer connections.

2	**Goal Name**	**Public Services**
	Goal Description	**In response to the COVID-19 Pandemic HUD anticipates providing a CDBG-CV allocation of $225,840. These funds will be used in accordance with HUD guidelines to prevent, prepare for, and respond to COVID-19. The CDBG-CV allocation was authorized by Public Law 116-136 signed by the President on March 27, 2020 to respond to the growing effects of a historic public health crisis. City planned use of the funds entail providing subsistence payments to include utility payments for urgent relief to low to moderate income Port Orange residents who have experienced a loss of income as a direct result of COVID-19.**

Projects

AP-35 Projects – 91.220(d)

Introduction

The following table contains the projects that the City will fund in FY 2019 using CDBG funds. Up to 20% of the CDBG allocation can be expended on Planning and Administration.

Projects

#	Project Name
1	Howes Street Stormwater Improvements Project
2	Planning and Administration (2019)
3	**CV-CDBG Public Services FY 2019-2020 Action Plan**

Table 7 - Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

Priorities were determined based on stakeholders and community input, the needs assessment and market analysis, as well as other reports and studies conducted by the City including the CIP.

The primary obstacle to meeting the underserved needs in Port Orange is the limited financial resources. While the City recognizes that affordable housing, public facilities, homelessness, and economic development are important and necessary for a viable community, the CDBG funds received by the City cannot address all the needs of the residents. The activities that are proposed for funding in FY 2019 will have a significant impact on low- and moderate-income persons in the City.

AP-38 Project Summary

Project Summary Information

1	**Project Name**	Howes Street Stormwater Improvements Project
	Target Area	LMI Area
	Goals Supported	Improve Public Infrastructure
	Needs Addressed	Public Improvements and Infrastructure Public Facilities
	Funding	CDBG: $277,784.80
	Description	Public Infrastructure project implemented by the City's Public Works Department in collaboration with contractors, architectural, engineering, and construction firms (as needed).
	Target Date	7/31/2020
	Estimate the number and type of families that will benefit from the proposed activities	It is estimated that all residents in LMI Census Tract 825.11 Blockgroup 2 will benefit from this infrastructure project.
	Location Description	The project will occur at Howes Street and Orange.
	Planned Activities	Construction of a drainage system to reduce flooding and increase water quality.
2	**Project Name**	Planning and Administration (2019)
	Target Area	LMI Area
	Goals Supported	Improve Public Infrastructure
	Needs Addressed	Public Improvements and Infrastructure
	Funding	CDBG: $69,446.20
	Description	Administration of CDBG program and oversight of grant activities.
	Target Date	9/30/2020
	Estimate the number and type of families that will benefit from the proposed activities	N/A
	Location Description	N/A
	Planned Activities	Administration of CDBG program and oversight of grant activities.

3	**Project Name**	**CV-CDBG Public Services FY 2019-2020 Action Plan**
	Target Area	**City Wide**
	Goals Supported	**Public Services**
	Needs Addressed	**Housing Needs** **Owners Housing Needs** **Non-Homeless Special Needs** **Community Development** **Economic Development**
	Funding	**$180,672**
	Description	**Public Services: Assistance with Subsistence Payments as determined by need. One-time payments on behalf of eligible households generally for the purpose of preventing homelessness. Examples may include electricity, water, sewer, or other utilities assistance.**
	Target Date	**9/30/2020**
	Estimate the number and type of families that will benefit from the proposed activities	**An estimated 300 low to moderate income households will benefit from the proposed activity.**
	Location Description	**City Wide**
	Planned Activities	**Public Services: Assistance with Subsistence Payments as determined by need. One-time payments on behalf of eligible households generally for the purpose of preventing homelessness. Examples may include electricity, water, sewer, or other utilities assistance. Other subsistence assistance may be considered based on need but may not duplicate federal benefits received from other agencies.**

AP-50 Geographic Distribution – 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

The City of Port Orange identified eligible census tracts/block groups of their residents within low- and moderate-income category (0-80% AMI), as defined by HUD. The CDBG program allows resources to be allocated based on income characteristics of the direct beneficiaries or income characteristics of the area that will benefit from an activity. CDBG funded public improvement and infrastructure projects will be located in the City's low- and moderate-income Census tracts. The

Howes Street Stormwater Improvements Project will occur in a HUD identified LMI Census Tract 825.11/Block group 2. **Public Service activities will only serve Port Orange residents meeting income eligibility and satisfaction of other program requirements.**

Geographic Distribution

Target Area	Percentage of Funds
Citywide	44
LMI Area	56

Table 8 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

Since the primary objective of the CDBG program is to benefit low- and moderate-income persons, the City of Port Orange will utilize CDBG funds for projects and activities that will provide assistance to this target population.

Discussion

For FY 2019, the City will carry out a public infrastructure and improvement projects in Census tract 825.11/ block group 2. These activities will benefit all the residents in this block group. **The City will also carry out Public Service activities to serve Port Orange residents meeting income eligibility and satisfaction of other program requirements.**

Affordable Housing

AP-55 Affordable Housing – 91.220(g)

Introduction

The City of Port Orange does not plan on funding any affordable housing activities using CDBG funds. Due to the limited CDBG resources, the funds will be used for public infrastructure projects that will have a greater impact on the residents of the City. Affordable housing goals will continue to be addressed by the Volusia County Community Assistance Division through their allocation of SHIP funds and any other funding sources that become available that can be used countywide including municipalities within the County.

One Year Goals for the Number of Households to be Supported	
Homeless	0
Non-Homeless	0
Special-Needs	0
Total	0

Table 9 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	0
Rehab of Existing Units	0
Acquisition of Existing Units	0
Total	0

Table 10 - One Year Goals for Affordable Housing by Support Type

Discussion

The City may utilize general funds to continue to address the housing and supportive services needs of the homeless population in Port Orange.

AP-60 Public Housing – 91.220(h)

Introduction

Public housing was established to provide decent and safe rental housing for eligible low- and moderate-income families, the elderly, and persons with disabilities. Public housing includes federally subsidized affordable housing that is owned and operated by the public housing authorities. The Volusia County Community Assistance Division is the county's Public Housing Agency and covers Port Orange. This organization works closely with state and federal agencies in administering various housing public assistance programs.

Actions planned during the next year to address the needs to public housing

There are currently no public housing units managed by the City of Port Orange. The public housing needs in Port Orange are served by the County of Volusia Department of Community Services (VDCS).

Actions to encourage public housing residents to become more involved in management and participate in homeownership

The County of Volusia Department of Community Services will continue to provide opportunities using public meetings to inform citizens of engagement opportunities and review issues presented by the County's Human Services Advisory Board.

VDCS administers the Family Self Sufficiency (FSS) Program which helps residents of Public Housing attain success in their financial future. Participants sign a contract to be a part of the (FSS) Program for five (5) years and they are compensated monetarily at the end of the program. Monies received at the end of the program can be used in a variety of ways, such as a down payment of a home. The (FSS) Program also provides information and resources to the residents of how to repair their credit and is also a link to agencies that can provide financial guidance by putting them in touch with realtors and banks that can assist the resident in attaining homeownership if that is their goal.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The PHA is not listed as "troubled" by HUD. VDCS will continue to provide services that improve the lives of its public housing residents.

Discussion

See above.

AP-65 Homeless and Other Special Needs Activities – 91.220(i)

Introduction

No actions are planned for FY 19.

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

No actions are planned for FY 19.

Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Port Orange has provided funds for the First Step Shelter in Daytona Beach. These funds did not come from the CDBG program.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

No actions are planned for FY 19.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

No actions are planned for FY 19.

Discussion

see above.

AP-75 Barriers to affordable housing – 91.220(j)

Introduction:

For the 14-year period from 2000 to 2014, Port Orange's median home income increased by 43% and rent increased 46%, despite the national housing downturn and prolonged recession. High home values and rents have resulted in most of the housing stock being out of the affordable range for large portions of the population and high percentages of cost burdened households when housing is able to be obtained. To combat market trends that prevent access to affordable housing, the City of Port Orange continues to strive to create an environment where existing affordable housing stock is supported and has provided guidance through several City policies to foster the development of additional affordable housing stock in the community.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Port Orange utilized a consultant to conduct an Impediments to Fair Housing study. From that study, the city was able to further fair housing through a variety of on-going activities. The city conducts internal reviews of its land use and zoning regulations and its administrative policies and procedures for their impact on affordable housing. Port Orange has established an expedited development review and permitting system that is applicable to affordable housing projects. All new city ordinances are required to be reviewed for their impact on affordable housing. No action is proposed in FY 2019.

Discussion:

See above.

AP-85 Other Actions – 91.220(k)

Introduction:

This section of the Action Plan reiterates from the 2016 Consolidated Plan the planned actions of the City and its partner agencies to meet underserved needs, fostering and maintaining affordable housing, reducing lead-based paint hazards, reducing the number of poverty-level families, and developing institutional structure.

Actions planned to address obstacles to meeting underserved needs

The primary obstacle to meeting all the identified needs is the lack of financial resources available to public and private agencies who serve the needs of the City's low- and moderate-income residents. For FY 2019, the City has allocated $277,784.80 in CDBG funding to assist residents in low income neighborhoods by addressing the public infrastructure needs of these communities. The City will continue to foster existing partnerships and collaborate with new partners to bring needed resources to meet the needs of Port Orange residents.

Actions planned to foster and maintain affordable housing

The affordable housing needs of Port Orange residents will continue to be addressed by the Volusia County Community Assistance Division.

Actions planned to reduce lead-based paint hazards

Lead-based paint hazards continue to be managed by Volusia County where regulatorily required. The Florida Department of Health will also reduce lead-based paint hazards through its Lead Poisoning Prevention program.

Actions planned to reduce the number of poverty-level families

According to the 2012 ACS, the poverty-rate in Port Orange is 10.5% as compared to a 16% poverty-rate in Volusia County. The City's Anti-poverty strategy describes the programs and policies that will be utilized to reduce the number of households living in poverty.

Actions planned to develop institutional structure

The Finance Department currently coordinates with City departments and Volusia County to meet the goals and objectives of the Consolidated Plan. During FY 2019, the City will continue to foster existing relationships and collaborate with new partners to meet the needs of residents. The partnership with the CoC and its member organizations will be further developed to address the needs of the homeless population.

Actions planned to enhance coordination between public and private housing and social service agencies

The City will continue to consult with the other local municipalities and Volusia County to ensure that the needs of homeless persons in the City are met.

Discussion:

See above.

Program Specific Requirements

AP-90 Program Specific Requirements – 91.220(l)(1,2,4)

Introduction:

The City directs 80% of CDBG funds annually on benefit persons who are low to moderate income. No program income is available to supplement funding for the City's infrastructure project for 2019.

Community Development Block Grant Program (CDBG)
Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	0
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	**0**

Other CDBG Requirements

1. The amount of urgent need activities	0

2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan. 80.00%

EXHIBIT A

CITIZEN PARTICIPATION PLAN

INTRODUCTION

In conformance with the provisions of 24 CFR (Code of Federal Regulations) 91, "Consolidated Submissions for Community Planning and Development Programs" and more specifically with the provisions of 24 CFR 91.105, the City of Port Orange has adopted the following Citizen Participation Plan.

This Citizen Participation Plan outlines the methods used in the development of the Five-Year Consolidated Plan and Annual Action Plan, and describes how the City will provide for citizen participation in the development of the Consolidated Plan.

The method established by the City for obtaining citizen participation and input for the development of the Consolidated Plan, amendments to the Plan, and reports on performance and progress, is meant to encourage the participation of City residents and particularly the persons most likely to be affected by the Plan. It is the intent of the City to provide for a significant level of citizen participation, particularly from lower income residents or those living in deteriorating neighborhoods, in order to gather meaningful, thorough and effective input from those persons most likely to benefit from or be affected by these programs.

The following subjects are addressed in the Plan:

1. Technical assistance
2. Public hearings/ meetings
3. Project identification
4. A thirty-day public comment period
5. City Council approval
6. Submission of the Consolidated Plan
7. Program information/records
8. Handicapped and bilingual provisions
9. Provision for complaints and inquiries
10. Amendments
11. Updates to the Citizen Participation Plan
12. Special Efforts
13. Minimizing Displacement

EXHIBIT A

SECTION 1: **TECHNICAL ASSISTANCE**

Technical assistance will be provided to citizens, citizen groups, nonprofit organizations and agencies that need assistance in understanding the program and developing project proposals. Such assistance is available upon request. Bilingual assistance and information provided include HUD low-income population data (per area), applicable regulations, project request forms, maps and other public data as available. Anyone needing technical assistance should contact the City at (386)506-5737.

SECTION 2: **PUBLIC HEARINGS/MEETINGS**

At the beginning of the annual Plan development process there will be a public notice concerning the amount of grant funds and program income expected, and of the anticipated dates and times of the public hearings. Participation in the public hearings and comments will be encouraged. Additional public hearings will be held at different stages of the program year as described below.

The annual cycle of public hearings held for the Consolidated and Annual Plan are designed to provide the City's residents full disclosure of CDBG and its operations. The hearings will allow the City to obtain citizen views, comments and responses to Consolidated Plan related proposals, requirements, regulations, performance, and questions.

Public hearings/meetings will be held at times and locations convenient to the residents of the City. They will be held after traditional working hours and will be held in easily identified locations.

The public will be notified of all hearings/meetings through the City's general circulation newspapers and the City's website. Notices will be published approximately 10-15 days prior to each hearing/meeting. **Given the need to expedite actions to respond to declared disasters and/or health crisis the statutory requirement to provide public notice for citizens may be subject to HUD waiver in whole or part.**

Notices will be printed in readable size and placed in the newspaper. The notices will provide complete summary information on the purpose of the meeting, the date, time and location. They shall provide a name and phone number for persons who may have questions about the hearing/meeting, along with information regarding accessibility for the disabled.

The Citizen Participation Plan, containing information on this process, is a portion of the five-year Consolidated Plan, and will be posted on the City's website.

EXHIBIT A

A minimum of two public hearings will be held at different stages during each program year. The following subjects will be covered, and may be combined, if appropriate:

1. Review of Program Performance Hearing & citizen comment regarding the C.A.P.E.R. (Consolidated Annual Performance and Evaluation Report) Submission.

A Program Performance Hearing will be held at the end of the program year. Citizens will be provided with copies of the draft C.A.P.E.R. to be submitted to HUD. The purpose of the hearing will be to update citizens on the status of completed and ongoing projects, and on the amount of the funds expended. It will enable citizens to comment and offer suggestions on performance and the Report, or to comment in writing for a period of not less than 15 days. Citizen comments will be considered and will be incorporated into the C.A.P.E.R. for submission to HUD. **Exceptions to public meetings notifications, scheduling, and/or dismissal may be made when responding to declared disasters or a health crisis. The 15-day minimum public comment period may be exempted when HUD approves waivers to reduce comment period based upon declared disasters and/or health crisis.**

2. Housing and Community Development Needs Hearing

A public hearing to address the City's housing and community development needs and priorities will be held early in the program year, prior to the development of the Plan. The hearing will provide an opportunity for citizens and organizations to provide input on needs, to obtain information about the eligibility of various kinds of activities, and to ask questions regarding the program. Attendees will be informed of the amount of funds expected, the range of activities that may be undertaken, and any activities that are likely to displace residents or businesses.

3. Hearing on Proposed Plan

During the 30-day public comment period on the proposed Consolidated Plan/Action Plan, a hearing will be held for the purpose of providing information on the development of proposed activities the proposed Plan, and obtaining comments. The discussion of proposed activities will include the estimated amount of funds that will benefit low-and moderate-income persons. **The statutory 30-day minimum public comment period may be exempted when HUD approves waivers to reduce comment period based upon declared disasters and/or health crisis.**

A summary report on all citizen comments received at each of the public hearings will be prepared. This summary will include a staff report, reviewing the comments and stating the reasons if any of the comments were not incorporated into the resultant product.

Additional meetings and forums may be held at various times throughout the year to provide information and gain input from citizens. When requested by interested citizen groups or organizations, the City will meet with the organizations to review programs and respond to any questions or concerns.

SECTION 3: **PROJECT IDENTIFICATION**

Based on input from the public meetings and discussions with individual citizens, citizen groups, nonprofit organizations, and other County agencies and departments, City staff will identify potential projects. Staff will then summarize each project for citizen and public review.

SECTION 4: **THIRTY-DAY PUBLIC COMMENT PERIOD**

The City will publish the proposed Consolidated Plan/Annual Plan, or a reasonable summary thereof, in the newspaper and post it on the City's website. The publication will be at the beginning, or during, a 30-day public comment period during which the public hearing on the proposed plan will also be held. The publication will describe the contents and purpose of the proposed Plan, the amount of funds expected to serve low- and moderate-income persons, and the location where the entire document is available for review. A reasonable number of free copies of the Plan or portions thereof will be available to citizens or groups that request it.

During this 30-day period the City will receive written comments on the proposed Plan. Any written comments received by the City will be responded to in writing within fifteen days of their receipt. Comments and responses will be included in the final Plan. **Exceptions to public meetings notifications, scheduling, and/or dismissal may be made when responding to declared disasters or a health crisis. The statutory 30-day minimum public comment period may be exempted when HUD approves waivers to reduce comment period based upon declared disasters and/or health crisis.**

SECTION 5: **CITY COUNCIL**

Citizen participation requirements shall not be construed to restrict the responsibility or authority of the City for the development and execution of its Community Development Block Grant program activities. The City Council remains the sole approving authority for the program and any amendments.

The Council's first action is to authorize the publication of the proposed Plan. Following the public comment period, the Council will meet to review the Plan, consider any public comments received, make any adjustments to the Plan they deem appropriate, and approve the Plan for submission to HUD.

SECTION 6: **SUBMISSION OF THE PLAN**

Following approval by the City Council, the Plan will be submitted to HUD along with certifications of compliance with program requirements. HUD approves the Plan following a 45-day review, unless the submission is incomplete or lacks all required certifications of program compliance.

SECTION 7: **PROGRAM INFORMATION/RECORDS**

All reports, minutes and records of meetings and hearings, grant agreements, monitoring reports, proposed applications for other programs, Consolidated Plans, program amendments, Consolidated Annual Performance and Evaluation Reports (C.A.P.E.R.) and program files are part of the public record. These may be viewed by citizens, public agencies, and other interested parties between 8:00 a.m. and 5:00 p.m. Monday through Friday at City Hall. Copies of most items are available upon request at no charge. Records will be retained and available for a period of five years.

Interested parties may also access many of the program documents at the City's website. www.port-orange.org.

SECTION 8: **HANDICAPPED AND BILINGUAL PROVISIONS**

Disabled: The City will meet all the requirements of Section 504 and the Americans with Disabilities Act. All public meetings will be held in handicapped accessible buildings. Written material will be available for persons with hearing disabilities and a staff person will be available to read to anyone who is sight-impaired. If any additional accommodations are needed for persons with disabilities request should be made a minimum of 24 hours prior to the meeting. Persons with hearing impairments may contact the City to make arrangements.

Bilingual: If requested in advance, a Spanish-speaking staff member will attend all public hearings.

SECTION 9: **COMPLAINTS AND INQUIRIES**

Complaints and inquiries concerning the consolidated plan, any amendments, or the performance reports, can be conveyed by contacting the City:

Complaints and related comments on the programs may also be offered at the public hearings. Written complaints and comments will receive a substantive written response within 15 working days of receipt.

If not satisfied by the City response, written complaints may also be made to the Jacksonville Office of the U.S. Department of Housing and Urban Development (HUD).

SECTION 10: **AMENDMENTS**

If it should be necessary, the City can make changes to the Plan. If the change involves addition of a new activity, removal of an activity, or a "substantial change to the purpose, scope, location, or beneficiaries of an activity," an amendment will be required.

The City has, pursuant to HUD regulation 24 CFR 91.505 (b), developed the following criteria for what constitutes a **SUBSTANTIAL CHANGE:**

1. A change to the purpose/stated objectives, budget, or beneficiaries of an activity so that more than 50% of the anticipated beneficiaries will no longer be eligible to benefit from the activity. This criterion includes transfer of funds from *one* activity to another.
2. The addition or cancellation of any activity.
3. A change in the location of an activity so that more than 50% of the anticipated beneficiaries will no longer be able to benefit from the activity.
4. A change in the City's allocation priorities or a change in the method for the distribution of funds.
5. A change to the name, eligible activity category, or national objective of an activity will not be considered a substantial change unless more than 50% of the anticipated beneficiaries will no longer be eligible to participate or benefit from the activity.

Prior to amending its Consolidated Plan for a new activity or a substantial change, the City will publish a notice of the substantial change in area newspapers. This notice will establish a 30-day period in which to obtain public comment. **Exceptions to public meetings notifications, scheduling, and/or dismissal may be made when responding to declared disasters or a health crisis. The 30-day minimum public comment period may be exempted when HUD approves waivers to reduce comment period based upon declared disasters and/or health crisis.**

Following the public comment period, the City Council will meet to review the amendment, consider the public comment that has been obtained, and make any adjustments that they deem appropriate before approving the amendment for submission to HUD. A summary of the public comments, and reasons that some of the comments or views were not accepted, will be attached to the amendment.

SECTION 11: **CITIZEN PARTICIPATION PLAN UPDATE**

The City of Port Orange's Citizen Participation Plan may be updated and amended as the City Council deems necessary depending upon changes in the applicable regulations, recognized needs by staff, or suggested changes by citizens. The Citizen Participation Plan, and any changes to the Plan, will be made public, and be available to persons with disabilities upon request.

SECTION 12: **SPECIAL EFFORTS**

It is the intent of the City to encourage the participation of residents of lower income neighborhoods, and of deteriorating neighborhoods, as they are the persons most likely to benefit from the use of CDBG funds. Meetings will be held at times and locations convenient for working people and people with children.

SECTION 13: **MINIMIZING DISPLACEMENT**

The City does not have, nor does it anticipate funding any activities that will displace any residents or businesses. If displacement does occur, the residents or businesses displaced would be entitled to compensation and/or assistance under applicable federal laws. Should the need for displacement ever arise, the City will officially notify the residents or businesses expected to be displaced as soon as practicable following approval of the activity. The notice will include a description of the proposed action, a discussion of how they might be affected, and information concerning their rights and benefits.

The City's Local Relocation and Anti-Displacement Policy provides more information on this subject.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/16/2020

Consent item: No

SUBJECT: (B9) Resolution No. 20-24 - Approval for creation of Grant Fund within Workday

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 20-24.

SUMMARY: Resolution No.20-24 - Administrative Request, Effective 10/01/2019 - Requesting authorization to establish a new Special Revenue Fund - Grant Fund (Fund 199) to be used solely for the purpose of tracking Revenues and Expenditures related to Federal, State, and Local Grants.

The creation of this new fund is consistent with the Financial Data Model (FDM) Configuration established and followed for the Workday Implementation to fully benefit from the Grants Management functionality of the new system.

A separate fund will allow the City to efficiently manage and monitor grant related activity including recording of expenditures, submitting reimbursement requests, monitoring reporting requirements, subsequent collections of funds due from the various funding entities, and facilitating reporting to Management through a series of dashboard reports.

Project No.: Funding Account No.:

Presenter: Scott Neils

ATTACHMENTS:

1.	Budget Resolution No. 20-24	Budget Reso 20-24 est grant fund.pdf

Kevin Fall	Created/Initiated - 6/4/2020
Lupe Reyna-Coffin	Approved - 6/4/2020
Scott Neils	Approved - 6/4/2020
Matthew Jones	Approved - 6/10/2020
Jake Johansson	Approved - 6/11/2020
Robin Fenwick	Final Approval - 6/11/2020

RESOLUTION NO. 20-24

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REQUESTING COUNCIL AUTHORIZATION TO SET UP A NEW FUND (FUND 199) TO BE USED TO TRACK REVENUES AND EXPENDITURES RELATED TO FEDERAL, STATE, AND LOCAL GRANTS, AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, The City Council desires to establish a new Special Revenue Fund to be known as the Grant Fund (Fund 199) to be used solely for the purpose of recording revenues and expenditures related to Federal, State, and Local Grants, effective October 1, 2019, and authorizing the transfer of funds to the newly established fund, as appropriate.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The establishment of a new Special Revenue Fund to be known as the Grant Fund (Fund 199) to be used solely for the purpose of recording revenues and expenditures related to Federal, State, and Local Grants, effective October 1, 2019, and the transfer of funds as appropriate is hereby authorized.

Section 2. This resolution shall become effective immediately upon adoption.

_____
MAYOR DONALD O. BURNETTE

ATTEST:

_____
Robin L. Fenwick, MMC City Clerk

Adopted on the _____ day of

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/16/2020

Consent item: Yes

SUBJECT: (B10) Resolution No. 20-25 - Supporting Volusia County's Local Mitigation Strategy

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Resolution No. 20-25 supporting Volusia County's Local Mitigation Strategy.

SUMMARY: This resolution confirms the city's support of Volusia County's Local Mitigation Strategy. The Local Mitigation Strategy (LMS) is a document prepared by Volusia County that establishes a community vision and guiding principles for reducing environmental hazard risks and vulnerabilities. Port Orange has been an active participant in Volusia Prepares, the Local Mitigation Strategy working group, which has established a comprehensive, coordinated planning process involving the county and its municipalities, as well as other public and private sector organizations, to reduce our vulnerability to natural or man caused disasters and disruption of the local economy and overall quality of life of individuals who live, work, and vacation in the community.

The City's participation in the LMS allows the City to be eligible for FEMA grant funding and additional credit toward the City's Community Rating System (CRS). The Community Rating System/National Flood Insurance Program grades communities and reduces their flood insurance premiums providing certain requirements are made, such as having a Local Mitigation Strategy and Flood Management Plan.

The 2020 Volusia County Local Mitigation Strategy is attached for review.

Project No.: Funding Account No.:

Presenter: Tim Burman, Margaret Tomlinson

ATTACHMENTS:

1.	Reso. No. 20-25 - Supporting Volusia County Mitigation Plan	Reso. No. 20-25 - Supporting Volusia County Mitigation Plan.pdf
2.	Volusia LMS 2020	Volusia LMS 2020.pdf

Amanda Lasecki — Created/Initiated - 5/26/2020
Margaret Tomlinson — Approved - 5/28/2020

Tim Burman	Approved - 6/4/2020
Matthew Jones	Approved - 6/5/2020
Jake Johansson	Approved - 6/8/2020
Robin Fenwick	Final Approval - 6/8/2020

RESOLUTION NO. 20-25

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AUTHORIZING SUPPORT FOR THE VOLUSIA COUNTY LOCAL MITIGATION STRATEGY; PROVIDING AN EFFECTIVE DATE.

WHEREAS, areas of the City of Port Orange are vulnerable to the human and economic costs of natural, technological and societal disasters; and

WHEREAS, the City of Port Orange realizes the importance of reducing or eliminating those vulnerabilities for the overall good and welfare of the community; and

WHEREAS, the City of Port Orange has been an active participant in Volusia Prepares, the Local Mitigation Strategy working group, which has established a comprehensive, coordinated planning process involving the county and its municipalities, as well as other public and private sector organizations, to eliminate or decrease these vulnerabilities; and

WHEREAS, City of Port Orange representatives and staff have identified, justified and prioritized a number of proposed projects and programs needed to mitigate the vulnerabilities of areas of Port Orange to the impacts of future disasters; and

WHEREAS, Port Orange representatives and staff have reviewed the information provided by or for other participating jurisdictions and organizations, including the projects and programs they have proposed for incorporation into the Volusia County Local Mitigation Plan; and

WHEREAS, these proposed projects and programs have been incorporated into the current edition of the Volusia County Local Mitigation Strategy that has been prepared and issued for consideration and implementation by the communities and jurisdictions of Volusia County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City of Port Orange hereby accepts and approves of its designated portion of the Volusia County Local Mitigation Strategy.

Section 2. The City of Port Orange accepts and endorses the mitigation goals and objectives established by Volusia Prepares for the countywide strategy, and the anticipated schedule for the next updating of the strategy.

Section 3. The City of Port Orange finds that the proposed mitigation projects and programs included in the plan by other jurisdictions and organizations are acceptable, that they will not adversely affect the county or its neighborhoods, and that they do not conflict with or duplicates the mitigation proposals made by the City itself.

Section 4. The agency personnel of the City of Port Orange are requested and instructed to pursue available funding opportunities for implementation of the proposals designated therein.

Section 5. The agencies and organizations within the City of Port Orange will, upon receipt of such funding or other necessary resources, seek to implement the proposals contained in the county's individual section of the

strategy.

Section 6. The City of Port Orange will continue to participate in the updating and expansion of the Volusia County Local Mitigation Strategy in the years ahead.

Section 7. The City of Port Orange will further seek to encourage the businesses, industries and community groups operating within Port Orange to also participate in the updating and expansion of the Volusia County Local Mitigation Strategy in the years ahead.

_____
MAYOR DONALD O. BURNETTE

ATTEST:

_____
Robin L. Fenwick, CMC, City Clerk Adopted on the day of

Reviewed and Approved: _____
Matthew J. Jones City Attorney

VOLUSIA COUNTY, FLORIDA

MULTI-JURISDICTIONAL LOCAL MITIGATION STRATEGY

PREPARED BY THE VOLUSIA PREPARES LMS WORKING GROUP

JANUARY 2020

TABLE OF CONTENTS

SECTION	TITLE	PAGE
1	Introduction	1-1
2	Planning Process	2-1
3	Community Profile	3-1
4	Hazard Identification	4-1
5	Hazard Profiles	5-1
6	Vulnerability Assessment	6-1
7	Capability Assessment	7-1
8	Mitigation Strategy	8-1
9	Mitigation Action Plan	9-1
10	Plan Maintenance	10-1

APPENDIX	TITLE	PAGE
A	Plan Adoptions	A-1
B	Bylaws and Operating Procedures	B-1
C	Local Mitigation Plan Crosswalk (On Reserve at Volusia County E.M.)	C-1
D	Meeting Information	D-1
E	Critical Facilities Vulnerability Assessment (Not for Public Distribution)	E-1
F	Individual Jurisdiction Mitigation Plans	F-1
G	Jurisdictional Risks and Vulnerability	G-1
H	Hazard Identification Risk Analysis (HIRA) Consequences	H-1
I	FMP Integration into the LMS Adoption Resolutions	I-1
J	Consequences by Hazard	J-1

SECTION 1 – INTRODUCTION

This section of the Plan provides a general introduction to the Volusia County Multi-jurisdictional Local Mitigation Strategy (LMS). It consists of the following five subsections:

- **Background**
- **Purpose**
- **Scope**
- **Authority**
- **Summary of Plan Contents**

1.1 BACKGROUND

Natural hazards, such as hurricanes, floods and tornadoes, are a part of the world around us. Their occurrence is natural and inevitable, and there is little we can do to control their force and intensity. We must consider these hazards to be legitimate and significant threats to human life, safety and property.

Volusia County, Florida is vulnerable to a wide range of natural hazards, including hurricanes and tropical storms, flooding, tornadoes and wildfires. These hazards threaten the life and safety of county residents, and have the potential to damage or destroy both public and private property and disrupt the local economy and overall quality of life of individuals who live, work and vacation in the community.

While the threat from hazardous events may never be fully eliminated, there is much we can do to lessen their potential impact upon our community and our citizens. By minimizing the impact of hazards upon our built environment, we can prevent such events from resulting in disasters. The concept and practice of reducing risks to people and property from known hazards is generally referred to as *hazard mitigation*.

FEMA Definition of Hazard Mitigation:
"Any sustained action taken to reduce or eliminate the long-term risk to human life and property from hazards."

Hazard mitigation techniques include both structural measures, such as strengthening or protecting buildings and infrastructure from the destructive forces of potential hazards and non-structural measures, such as the adoption of sound land use policies and the creation of public awareness programs. It is widely accepted that the most effective mitigation measures are implemented at the local government level, where decisions on the regulation and control of development are ultimately made. A comprehensive mitigation approach addresses hazard vulnerabilities that exist today and in the foreseeable future. Therefore, it is essential that projected patterns of future development are evaluated and considered in terms of how that growth will increase or decrease a community's overall hazard vulnerability.

As a community formulates a comprehensive strategy to hazard mitigation, a key component is to develop, adopt and update a Local Mitigation Strategy. An LMS/hazard mitigation plan establishes the broad community vision and guiding principles for reducing hazard risk and further proposes specific mitigation actions to eliminate or reduce identified vulnerabilities. Each of the jurisdictions has adopted the LMS by resolution (Appendix A).

The Volusia County Multi-jurisdictional Local Mitigation Strategy has evolved over the years, as more thoroughly described in Section 2: Planning Process. The Volusia Prepares LMS Working Group (LMS Working Group) has developed Bylaws and Operating Procedures (Appendix B) to formalize the LMS update process and working group. The Plan documents and represents the County's and participating local jurisdictions' sustained efforts to incorporate hazard mitigation principles and practices into the routine government activities and functions of Volusia County and its participating jurisdictions and partners. This includes documenting the goals and objectives that Volusia County deems necessary to protect people and property from hazards. At its most inner core, the Plan recommends specific actions to combat hazard vulnerability and protect its residents from losses to those hazards that pose the greatest risk. Actions go beyond recommending micro-level solutions such as elevation, retrofitting and acquisition projects, and also address macro-level solution. Examples of macro-level actions that contribute to reducing the future vulnerability of Volusia County include local policies on community growth and development, incentives for natural resource protection and public awareness and outreach activities. Finally, the Plan is a living document, with implementation, evaluation and update procedures included to help achieve meaningful objectives and successful outcomes over time.

1.1.1 Disaster Mitigation Act of 2000

In an effort to reduce the Nation's mounting natural disaster losses, the U.S. Congress passed the Disaster Mitigation Act of 2000 (DMA 2000) in order to amend the Robert T. Stafford Disaster Relief and Emergency Assistance Act. Section 322 of DMA 2000 emphasizes the need for state and local government entities to closely coordinate on mitigation planning activities, and makes the development of a hazard mitigation plan a specific eligibility requirement for any local government applying for federal mitigation grant funds. These funds include the Hazard Mitigation Grant Program (HMGP) and the newly-created Pre-Disaster Mitigation (PDM) program, both of which are administered by the Federal Emergency Management Agency (FEMA) under the Department of Homeland Security. Communities with an adopted and federally-approved hazard mitigation plan thereby become pre-positioned and are more apt to receive available mitigation funds before and after the next disaster strikes.

The Volusia County Multi-jurisdictional LMS has been prepared in coordination with FEMA Region IV and the Florida Division of Emergency Management to ensure that the Plan meets all applicable DMA 2000 and state requirements. A *Local Mitigation Plan Review Crosswalk*, found in Appendix C, provides a summary of federal and state minimum standards and notes the location where each requirement is met within the Plan.

1.2 PURPOSE

The purpose of the Volusia County Multi-jurisdictional LMS is to:

- **Provide a comprehensive update to the *Volusia County Local Hazard Mitigation Plan*, as previously amended in 2015, that is compliant with federal and state requirements.**
  - This Plan is intended to assist participating jurisdictions to comply with requirements in order to expedite the response and recovery process. In addition, compliance is often required to obtain state and federal funding for pre-disaster mitigation projects and post-disaster situations. This Plan allows participating jurisdictions to quickly assemble the necessary grant application materials when seeking funding.

- **Provide a methodical, substantive approach to mitigation planning.**
  - The use of a methodical approach ensures that each step in the planning process builds upon the last, resulting in a high level of assurance that proposed mitigation actions have a valid basis.

- **Enhance public awareness and understanding of hazard mitigation planning.**
  - Engaging the public in the local mitigation planning process shapes the goals, objectives and policies in this Plan. Further, it provides a method for educating the public on how to protect themselves from the impacts of hazards.

- **Create a decision tool for management.**
  - This plan provides local managers, leaders and officials with the tools needed to reduce vulnerabilities to future hazard events.

- **Enhance local policies for hazard mitigation capability.**
  - The Capability Assessment found in Section 7 outlines the policies in Volusia County and the participating jurisdictions to reduce hazard vulnerability. Volusia County the participating jurisdictions aim to enhance and create policies to address mitigating the impacts of a hazard is such policies do not already exist.

- **Assure inter-jurisdictional coordination of mitigation-related programming.**
  - By creating a multi-jurisdictional plan, this Plan ensures coordination of mitigation activities. This ensures that mitigation actions proposed or implemented by one jurisdiction will be compatible with the actions pursued by another.

- **Provide jurisdiction-specific hazard mitigation vulnerability assessments and actions.**
  - The vulnerability of each jurisdiction will be outlaid in the Vulnerability Assessment. Further, each jurisdiction, based on its vulnerability, will have actions to address hazard vulnerability.

1.3 SCOPE

The focus of the Volusia County Multi-jurisdictional LMS is on those hazards deemed to be "high" or "moderate" risk as determined through a detailed hazard risk assessment conducted for Volusia County. Other hazards that pose a "low" or "negligible" risk will continue to be evaluated during future updates to the Plan, but they may not be fully addressed until they are determined to be of high or moderate risk. This enables Volusia County and its participating jurisdictions to prioritize mitigation actions based on those hazards which are understood to present the greatest risk to lives and property.

The geographic scope (i.e., the planning area) for the Plan includes all areas within the unincorporated jurisdiction of Volusia County and the participating incorporated municipalities: Daytona Beach, Daytona Beach Shores, DeBary, DeLand, Deltona, Edgewater, Holly Hill, Lake Helen, New Smyrna Beach, Oak Hill, Orange City, Ormond Beach, Pierson, Ponce Inlet, Port Orange and South Daytona. In addition, other entities, such as the Volusia County School District, Halifax Medical Center, various Advent Health locations, American Red Cross and the Daytona Beach International Airport participated in the planning process. See Section 2, Table 2.1 for a full list of participating entities.

1.4 AUTHORITY

The Volusia County Multi-jurisdictional LMS has been developed in accordance with current state and federal rules and regulations governing local hazard mitigation plans, and has been adopted by Volusia County and its participating jurisdictions and partners in accordance with standard local procedures. Copies of local adoption resolutions are provided in Appendix A. The Plan shall be routinely monitored and revised to maintain compliance with the following provisions, rules and legislation:

- Section 322, Mitigation Planning, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as enacted by Section 104 of the Disaster Mitigation Act of 2000 (P.L. 106-390); and
- FEMA's Interim Final Rule published in the Federal Register on February 26, 2002, at 44 CFR Part 201.

1.5 SUMMARY OF PLAN CONTENTS

The contents of this Plan are designed and organized to be as reader-friendly and functional as possible. While significant background information is included on the processes used and studies completed (i.e., risk assessment, capability assessment), this information is separated from the more meaningful planning outcomes or actions (i.e., mitigation strategy, mitigation action plans).

Section 2: ***Planning Process***, provides a complete narrative description of the process used to prepare the Plan. This includes the identification of who was involved, who participated on the planning team, and how the public and other stakeholders were involved. It also includes a detailed summary for each of the key meetings held along with any associated outcomes.

The ***Community Profile***, located in Section 3, describes the general makeup of Volusia County, including prevalent geographic, demographic and economic characteristics. In addition, building characteristics

and land use patterns are discussed. This baseline information provides a snapshot of the planning area and thereby assists local officials recognize those social, environmental and economic factors that ultimately play a role in determining community vulnerability to hazards.

The Risk Assessment is presented in three sections: Section 4: ***Hazard Identification***; Section 5: ***Hazard Profiles***; and Section 6: ***Vulnerability Assessment***. Together, these sections serve to identify, analyze and assess the overall risk posed to Volusia County and the participating jurisdictions from hazards. The risk assessment also attempts to define any hazard risks that may uniquely or exclusively affect specific areas of Volusia County or its participating jurisdictions and partners.

The Risk Assessment builds on available historical data from past hazard occurrences, establishes detailed profiles for each hazard, and culminates in a hazard risk ranking based on conclusions about the frequency of occurrence, spatial extent and potential impact of each hazard. FEMA's HAZUS$^{®MH}$ loss estimation methodology and Mapping for Emergency Management, Parallel Hazard Information System (MEMPHIS) results were also used in evaluating known hazard risks by their relative long-term cost in expected damages. In essence, the information generated through the risk assessment serves a critical function as Volusia County and the participating jurisdictions seek to determine the most appropriate mitigation actions to pursue and implement—enabling it to prioritize and focus its efforts on those hazards of greatest concern and those structures or planning areas facing the greatest risk(s).

The ***Capability Assessment***, found in Section 7, provides a detailed analysis of the capacity in Volusia County and the participating jurisdictions to implement meaningful mitigation strategies and identifies existing opportunities to increase and enhance that capacity. Specific capabilities addressed in this section include planning and regulatory capability, staff and organizational (administrative) capability, technical capability, fiscal capability and political capability. Information was obtained through the use of detailed survey questionnaires for local officials and an inventory and examination of existing plans, ordinances and relevant documents. The purpose of this assessment is to identify any existing gaps, weaknesses or conflicts in programs or activities that may hinder mitigation efforts, and to identify those activities that should be built upon in establishing a successful and sustainable local hazard mitigation program.

The ***Community Profile***, ***Risk Assessment*** and ***Capability Assessment*** collectively serve as a basis for determining the goals for the Volusia County Multi-jurisdictional LMS, each contributing to the development, adoption and implementation of a meaningful and manageable *Mitigation Strategy* that is based on accurate background information.

The ***Mitigation Strategy***, found in Section 8, consists of broad countywide goal statements as well as an analysis of hazard mitigation techniques for Volusia County and its participating jurisdictions and partners to consider in reducing hazard vulnerabilities. The Strategy provides the foundation for a detailed ***Mitigation Action Plan***, found in Section 9, which links specific mitigation actions for each County department or agency to locally-assigned implementation mechanisms and target completion dates. Together, these sections are designed to make the Plan both strategic (through the identification of long-term goals) but also functional through the identification of short-term and immediate actions that will guide day-to-day decision-making and project implementation.

In addition to the identification and prioritization of possible mitigation projects, emphasis is placed on the use of program and policy alternatives to help make Volusia County and the participating

jurisdictions less vulnerable to the damaging forces of hazards while improving the economic, social and environmental health of the community. The concept of multi-objective planning was emphasized throughout the planning process, particularly in identifying ways to link, where possible, hazard mitigation policies and programs with complimentary community goals related to disaster recovery, housing, economic development, recreational opportunities, transportation improvements, environmental quality, land development and public health and safety.

Section 10: ***Plan Maintenance Procedures***, includes the measures that Volusia County and the participating jurisdictions will take to ensure the Plan's continuous long-term implementation. The procedures also include the manner in which the Plan will be regularly evaluated and updated to remain a current and meaningful planning document.

SECTION 2 – PLANNING PROCESS

44 CFR Requirement

44 CFR Part 201.6(c)(1): The plan shall include documentation of the planning process used to develop the plan, including how it was prepared, who was involved in the process and how the public was involved.

This section describes the planning process undertaken by Volusia County in the development of the 2020 Multi-jurisdictional Local Mitigation Strategy. It consists of the following six subsections:

- **Overview of Hazard Mitigation Planning**
- **History of Hazard Mitigation Planning in Volusia County**
- **Preparing the 2020 Plan**
- **The Volusia Prepares Local Mitigation Strategy Working Group**
- **Community Meetings and Workshops**
- **Involving the Public and Identified Stakeholders**

2.1 OVERVIEW OF HAZARD MITIGATION PLANNING

Local hazard mitigation planning is the process of organizing community resources, identifying and assessing hazard risks and determining how to best minimize or manage those risks. This process results in a hazard mitigation plan that identifies specific mitigation actions, each designed to achieve both short-term planning objectives and a long-term community vision.

To ensure the functionality of a hazard mitigation plan, responsibility is assigned for each proposed mitigation action to a specific individual, department or agency along with a schedule or target completion date for its implementation. Plan maintenance procedures are established for the routine monitoring of implementation progress, as well as the evaluation and enhancement of the mitigation plan itself. These plan maintenance procedures ensure that the plan remains a current, dynamic and effective planning document over time that becomes integrated into the routine local decision-making process.

Mitigation planning offers many benefits, including:

- **Saving lives and property**
- **Saving money**
- **Speeding recovery following disasters**
- **Reducing future vulnerability through wise development and post-disaster recovery and reconstruction**
- **Expediting the receipt of pre-disaster and post-disaster grant funding**
- **Demonstrating a firm commitment to improving community health and safety**

Typically, mitigation planning is described as having the potential to produce long-term and recurring benefits by breaking the repetitive cycle of disaster loss. A core assumption of hazard mitigation is that

the investments made before a hazard event will significantly reduce the demand for post-disaster assistance by lessening the need for emergency response, repair, recovery and reconstruction. Furthermore, mitigation practices will enable local residents, businesses and industries to re-establish themselves in the wake of a disaster, getting the community economy back on track sooner and with less interruption.

The benefits of mitigation planning go beyond solely reducing hazard vulnerability. Measures such as the acquisition or regulation of land in known hazard areas can help achieve multiple community goals, such as preserving open space, maintaining environmental health and enhancing recreational opportunities. Thus, it is vitally important that any local mitigation planning process be integrated with other concurrent local planning efforts, and any proposed mitigation strategies must take into account other existing community goals or initiatives that will help complement or hinder their future implementation.

2.2 HISTORY OF HAZARD MITIGATION PLANNING IN VOLUSIA COUNTY

Volusia County's hazard mitigation planning efforts began in 1997 with the formation of the Volusia Prepares Committee. The committee developed the first LMS in 1999 (adopted 2000), as part of the Florida Department of Community Affairs LMS Initiative. The previous version of the LMS, prior to the 2020 version, was updated and adopted in 2015.

2.3 PREPARING THE 2020 LMS

The 2020 LMS update was prepared by the East Central Florida Regional Planning Council with assistance from Volusia County Emergency Management Staff. The LMS Update process was led by Volusia County Emergency Management Plans Coordinator Aubrie Austin. The LMS plan was updated during October to December, 2019.

Per the contractual scope of work[1], the consultant team utilized the mitigation planning process recommended by FEMA (Publication Series 386) and recommendations provided by Florida Division of Emergency Management mitigation planning staff. A Local Mitigation Plan Crosswalk, found in Appendix C, provides a detailed summary of FEMA's current minimum standards of acceptability for compliance with the DMA 2000 and notes the location of where each requirement is met within the Plan. These standards are based upon FEMA's Interim Final Rule as published in the Federal Register on February 26, 2002, in Part 201 of the 44 Code of Federal Regulations.

The 2020 LMS was prepared using an updated plan outline and incorporated relevant content from the 2015 LMS. The LMS Working Group updated various parts of the 2015 LMS, as exemplified below:

- *Stakeholders*
  The LMS Working Group identified additional stakeholders that they would like to participate in the LMS update process. These stakeholders were invited to subsequent meetings.

[1] A copy of the negotiated contractual scope of work between Volusia County and ECFRPC is available through Volusia County upon request.

- *Plan Outline*
  The LMS Working Group did not revise the plan outline that was proposed by the consultant.

- *Hazards*
  The LMS Working Group decided to include natural hazards starting with the 2009 LMS update, per DMA 2K requirements. Societal and technical hazards occurrences have not varied over the past five years, and many of these hazards are addressed through other emergency preparedness and response plans (e.g., Comprehensive Emergency Management Plan, Emergency Response Plan, Emergency Action Plan, etc.). This practice has been continued for the 2020 LMS.

- *Hazards Identification Scoring (for reference)*
  In 2014, prior to this plan update, each jurisdiction reviewed the hazards scores that were included in the 2009 LMS (Comparison of Jurisdictional Relative Risk) and modified the scores for each hazard to reflect changes in the impacted area; probability of occurrence; and affects to the built and natural environment and economy.

- *Goals and Objectives*
  The LMS Working Group reviewed the goals and objectives as part of the 2020 update cycle. Article III Section A, Goal 2 and Section 8.5 were amended.

- *Vulnerability Assessment*
  The Vulnerability Assessment was updated using HAZUS and MEMPHIS data, as well as the most recent local parcel data (October 2019) for GIS analysis. Hazard maps, hazards exposure and loss estimates were also included. See Sections 4, 5 and 6 for further information.

- *Hazard Mitigation Initiatives*
  The LMS Working Group decided to continue to use the Excel-based mitigation initiative status and scoring system. The consultant provided a proposed system that was reviewed and modified by the LMS Working Group. See Section 9 for further information.

- *LMS Working Group Bylaws and Operating Procedures (for reference)*
  The LMS Working Group updated the Bylaws and Operating Procedures in 2014 with the facilitated assistance from the consultant with changes made since the 2009 LMS update.

Additionally, in 2009, a Capability Assessment was prepared, which was not included in the 2005 LMS. This assessment remains and has been updated for the 2020 LMS.

The process used to update this LMS included:

- Conducted the Preliminary Meeting with Volusia County Emergency Management to establish planning process, roles, responsibilities, etc. in preparation for the Kickoff Meeting.
- Conducted the Kickoff Meeting with the Volusia Prepares LMS Working Group
- Offered Kickoff Meetings (2) for the general public
- Developed the Vulnerability Assessment
- Developed the Capability Assessment

- Conducted two Mitigation Strategy Workshops with the Volusia Prepares LMS Working Group and invited the general public to attend. The first meeting focused on the plan outline and data collection process and the second focused on review of the first draft of the updated 2020 plan.
- Developed the Mitigation Strategy
- Developed a new tracking and scoring system for the Mitigation Initiatives
- Updated the Mitigation Initiatives status and scoring of potential projects
- Updated the LMS Plan Maintenance process

Each of these planning steps resulted in critical work products and outcomes that collectively make up the Plan. These elements have been included as separate sections of the Plan (further described in Section 1: Introduction).

The jurisdictions will consider using content from the LMS into other planning initiatives.

2.4 VOLUSIA PREPARES LOCAL MITIGATION STRATEGY WORKING GROUP

In order to guide the development of this Plan, Volusia County reconvened its Volusia Prepares LMS Working Group that was created under past planning efforts. Since the previous update, some changes have been made to the LMS working group in terms of personnel. The LMS Working Group includes representatives of various public, private and non-profit organizations throughout the county. The LMS Working Group represents a community-based planning team made up of local government officials and other key stakeholders identified to serve as critical partners in the planning process.

Opportunities were provided for all Volusia County jurisdictions, agencies, businesses, academia and other interested parties to participate in the LMS update process. All Volusia Prepares information is emailed out to over 125 city managers, business owners, chambers of commerce, agencies, non-profits, emergency managers and other county LMS coordinators.

Several non-profits (e.g., American Red Cross, Volusia Interfaiths/Agencies Networking in Disaster and United Cerebral Palsy) have participated in the LMS update process and have approved initiatives in the LMS. There is a Volusia Prepares Business group that has developed a Business Operations Center and emergency business database. They've also held several business planning workshops.

Beginning in September 2019, the LMS Working Group members engaged in regular discussions as well as local meetings and planning workshops to discuss and complete tasks associated with preparing the Plan. This working group coordinated together on all aspects of plan preparation and provided valuable input to the process. In addition to regular meetings, committee members routinely communicated and were kept informed through an e-mail distribution list and Internet Web site.

Specifically, the tasks assigned to the LMS Working Group members included:

- Participate in LMS update meetings and workshops.
- Provide best available data as required for the risk assessment portion of the Plan.
- Help complete the local Capability Assessment Survey and provide copies of any mitigation or hazard-related documents for review and incorporation into the Plan.
- Support the development of the Mitigation Strategy, including the design and adoption of community goal statements.

- Help design and propose appropriate mitigation actions for their department/agency for incorporation into the Mitigation Action Plan. Provide a status update and assign a priority score to existing Mitigation Actions.
- Review and provide timely comments on all study findings and draft plan deliverables.
- Support the adoption of the 2020 Volusia County Multi-jurisdictional Local Mitigation Strategy by all participating jurisdictions.

In addition to these tasks, the Volusia Prepares LMS Working Group consists of a subcommittee responsible for the integration of the County's Program for Public Information (PPI) report into the workflow of the Volusia Prepares Working Group. This includes the creation of an annual report that reviews the status and applicability of the plan.

Table 2.1 lists the members of the Volusia County Prepares LMS Working Group who were responsible for participating in the development of the Plan.

TABLE 2.1: Volusia County Prepares LMS Working Group

NAME	JURISDICTION	Email
Ray Parkhurst	American Red Cross	Ray.parkhurst@redcross.org
Karen Feaster	Daytona Beach Intl Airport	kfeaster@volusia.org
Kimberly Dixon	Daytona Beach	dixonk@codb.us
Justin Barton	Daytona Beach	bartonjustin@codb.us
Michael Smith	Daytona Beach	smithmike@codb.us
Stewart Cruz	Daytona Beach Shores	scruz@cityofdbs.org
Lori Irwin	Daytona Beach Shores	lirwin@cityofdbs.org
Alan Williamson	DeBary	awilliamson@debary.org
Maria Becker	DeLand	beckerm@deland.org
Jonathan Jacob	DeLand	jacobj@deland.org
Sue Houle	Deltona	shoule@deltonafl.gov
Bill Snyder	Deltona	bsnyder@deltonafl.gov
Dean Debose	Deltona	ddebose@deltonafl.gov
Tyna Lynn Hilton	Edgewater	thilton@cityofedgewater.org
Steve Juengst	Holly Hill	sjuengst@hollyhillfl.org
Katie Holmes	Lake Helen	kholmes@lakehelen.com
David Hamstra	New Smyrna Beach	david@pegasusengineering.net
Kyle Fegley	New Smyrna Beach	kfegley@cityofnsb.com
Amanda Osweiler	Oak Hill	osweilera@oakhill.com
Joseph Ruiz	Orange City	jruiz@ourorangecity.com
Becky Weedo	Ormond Beach	weedo@ormondbeach.org
Loretta Moisio	Ormond Beach	Loretta.Moisio@ormondbeach.org
Carmen Spelorzi	Pierson	carmen@townofpierson.org
Hank Baker	Ponce Inlet	hbaker@ponce-inlet.org

TABLE 2.1: Volusia County Prepares LMS Working Group		
NAME	**JURISDICTION**	**Email**
Ami Pierce	Ponce Inlet	apierce@ponce-inlet.org
Amanda Lasecki	Port Orange	alasecki@port-orange.org
Shannon Ball	Port Orange	sball@port-orange.org
Patty Rippey	South Daytona	prippey@southdaytona.org
Larry LaHue	Volusia County Emergency Management	llahue@volusia.org
Aubrie Austin	Volusia County Emergency Management	alaustin@volusia.org
Jill Hemmerlein	Volusia County Emergency Management	jhemmerlein@volusia.org
Tom Carey	Volusia County Environmental Mgmt.	tcarey@volusia.org
Kate Lind	Volusia County Fire Dept./Public Protection	klind@volusia.org
Howard Bailey	Volusia County Fire Dept./Public Protection	hbailey@volusia.org
Nancy Church	Volusia County GIS	nchurch@volusia.org
Arden Fontaine	Volusia County Public Works	afontaine@volusia.ocrg
John Kraft	Volusia County School Board	jrkraft@volusia.k12.fl.us
Warren Greenberg	Volusia ARES	ae4wg@cfl.rr.com
Michael Poinatowski	Advent Health	Michael.poinatowski@adventhealth.com
Linda Breum	Bert Fish Hospital New Smyrna Beach	Linda.Breum@bertfish.com
Charlie Howell	Career Source Flagler Volusia	charliehowell@careersourcefv.com
Stephen Cantwell	Florida Hospital Orange City	Stephen.Cantwell@fhfm.org
Margaret Epting	Florida Hospital Ormond Beach	Margaret.epting@fhms.org
Jeanine Robinson	Florida Health Department - Volusia	jeanine.robinson@flhealth.gov
Julie Allen	Florida Forest Service	Julie.allen@freshfromflorida.com
Ashley Fisher	Halifax Medical Center	Ashley.Fisher@halifax.org
Sharon Warriner	Halifax Medical Center	Sharon.Warriner@halifax.org
Denise Hutchinson	Women's Council of Realtors	denisehutchinson@adamscameron.com

2.5 COMMUNITY MEETINGS AND WORKSHOPS

The preparation of this Plan required a series of meetings and workshops for facilitating discussion, gaining consensus and initiating data collection efforts with local government staff, community officials and other identified stakeholders. More importantly, the meetings and workshops prompted continuous input and feedback from relevant participants throughout the drafting stages of the Plan. Below is a summary of the key meetings and community workshops held during the development of the plan update. In many cases, routine discussions and additional meetings were held by local staff to accomplish planning tasks specific to their department or agency, such as the approval of specific mitigation actions for their jurisdiction, department or agency to undertake and include in the Mitigation Action Plan.

The following is a summary of the meetings that occurred during the LMS update planning process. Meeting invitations, agendas, minutes and rosters are provided in Appendix D.

Volusia Prepares Kickoff Meeting
September 11, 2019

The Kickoff Meeting was held at the Volusia County Lifeguard Headquarters and Administration Center and was attended by the LMS Working Group. The primary purpose of the meeting was to explain the proposed planning process in detail, describe individual roles and responsibilities and begin initial data collection efforts. Discussions focused the key objectives, project tasks, schedule and staffing. The LMS Working Group was asked to identify additional stakeholders, new plans, data and studies to incorporate into the LMS update. The LMS Working Group was also presented with a proposed plan outline. Each jurisdiction was asked to update their Hazards Identification (Comparison of Jurisdictional Relative Risk from 2014 LMS). See Appendix D for more information.

Public Meetings
October 29, 2019

Two public meetings were held to inform the public of the planning process and the overall scope of the 2020 Volusia County Local Mitigation Strategy. Maps and a draft plan were provided and general items within the plan were discussed. Special attention was given to community member needs and recommendations for the plan. This day was also utilized to submit a draft to all County and jurisdictional representatives. See Appendix D for more information.

Volusia Prepares Meeting #2
December 11, 2019

The next Local Mitigation Strategy Meeting was held at the Volusia County Lifeguard Headquarters and Administration Center. The purpose of this meeting was to show the jurisdictions the draft plan and obtain comments. See Appendix D for more information.

2.6 INVOLVING THE PUBLIC AND IDENTIFIED STAKEHOLDERS

The public and community stakeholders were invited to two "Public Meetings" (October 29, 2019) during the LMS planning process (see Appendix D), and were also invited to the Volusia Prepares meetings conducted on September 11th and December 11th. A press release was issued from Volusia County Community Information, by the Volusia County Public Information Officer, to invite the public to participate in the LMS development and provide comments on the LMS. The press release included background information about the LMS process, the agenda topics, date, time and location information. Public feedback would have been received by emails, at meetings, or by contacting the LMS Coordinator. In addition, the LMS was also placed on the Volusia County Emergency Management's Website: http://www.volusia.org/emergency/.

As listed in Table 2.1, the LMS Working Group includes representation from various stakeholders in the community, in addition to the participating jurisdictions' local government staff.

SECTION 3 – COMMUNITY PROFILE

This section of the Plan provides an overview of Volusia County, Florida. It consists of the following five subsections:

- **Geography and the Environment**
- **Population and Demographics**
- **Housing, Infrastructure and Land Use**
- **Employment and Industry**
- **Development Trends**

3.1 GEOGRAPHY AND THE ENVIRONMENT

Volusia County was established in 1854 as a prosperous steamboat landing area. It lies on the central coast of eastern Florida and is comprised of 1,103 square miles of land and 329 square miles of water (bounded to the north and south by the coastal counties of Flagler and Brevard). Several counties border Volusia County to the west including Putnam, Marion, Lake and Seminole. The County is located approximately 40 miles from Orlando, 95 miles from Jacksonville and 105 miles from Tampa, Florida.

There are 16 incorporated areas within Volusia County, of which Deltona is the largest in terms of population. An orientation map of the Volusia County study area is provided as **Figure 3.1**. The participating jurisdictions in this plan include Daytona Beach, Daytona Beach Shores, DeBary, Del and Deltona, Edgewater, Holly Hill, Lake Helen, New Smyrna Beach, Oak Hill, Orange City, Ormond Beach, Pierson, Ponce Inlet, Port Orange, South Daytona, and the unincorporated area of Volusia County.

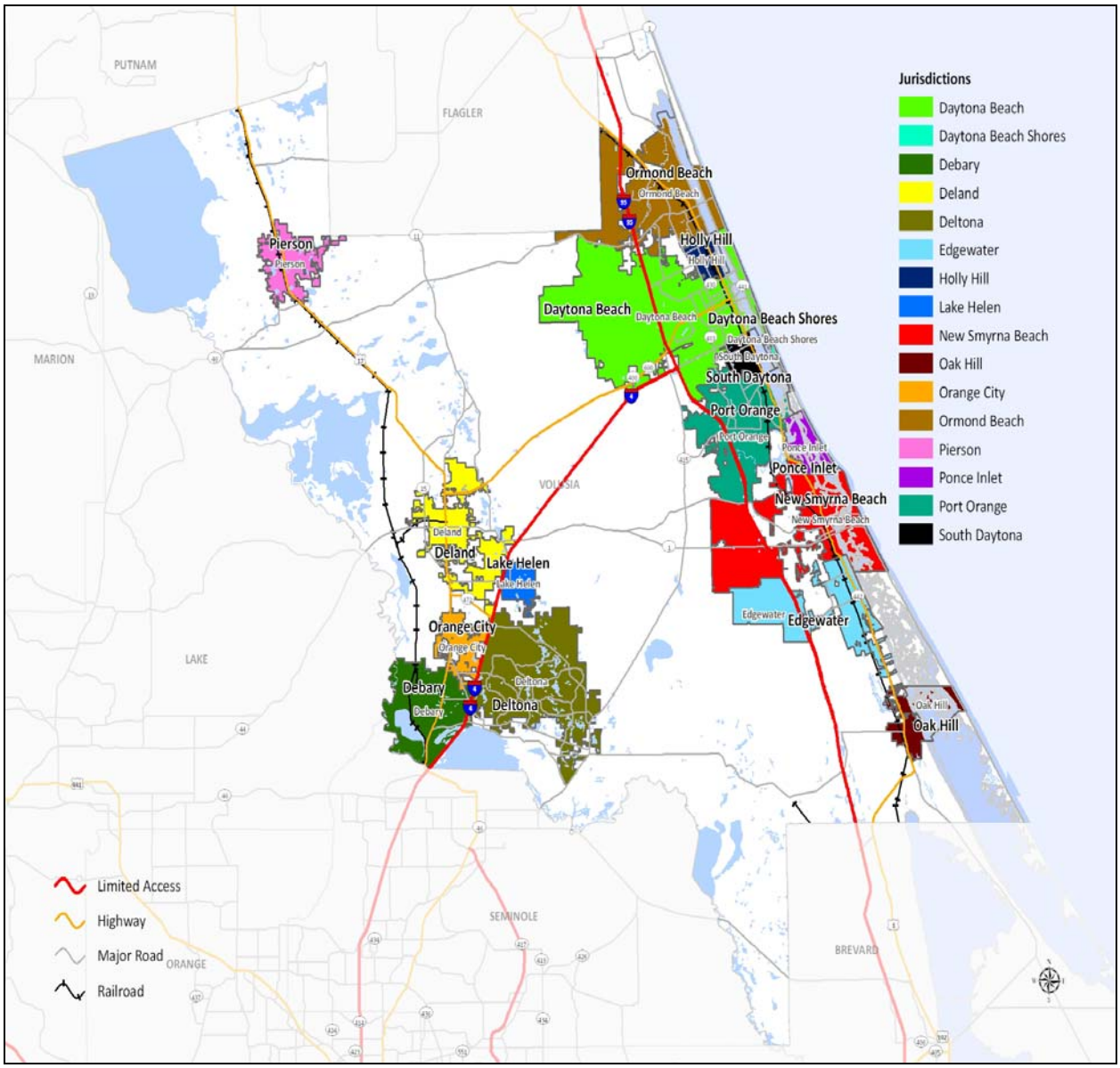
Forest land accounts for approximately 56 percent of the land area in Volusia County[1]. There is an abundance of public land in Volusia County. For example, the northern portion of the county, abutting Flagler County, is located in the North Peninsula State Recreation Area. In addition, the southern coastal portion of the county, adjacent to Brevard County, is part of the Canaveral National Seashore.

The climate in Volusia County is considered sub-tropical with generally warm, humid temperatures year-round. The average winter temperature is 62 degrees Fahrenheit. The average summer temperature is 81 degrees Fahrenheit, though it typically exceeds 90 degrees Fahrenheit in the months of June, July, and August. The average annual precipitation is 49 inches.

The dominant surface water resources in Volusia County are Mosquito Lagoon, Lake George (37,884 acres), Lake Monroe (5,423 acres), and Lake Harney (3,210 acres)[2]. There are many other water areas throughout the County, which are fed by numerous creeks, bayous and other minor tributaries.

[1] http://www.freshfromflorida.com
[2] Volusia County Comprehensive Plan, Figure 1-2 Legend for Water Bodies

FIGURE 3.1: Volusia County Study Area Map



Source: Volusia County GIS

3.2 POPULATION AND DEMOGRAPHICS

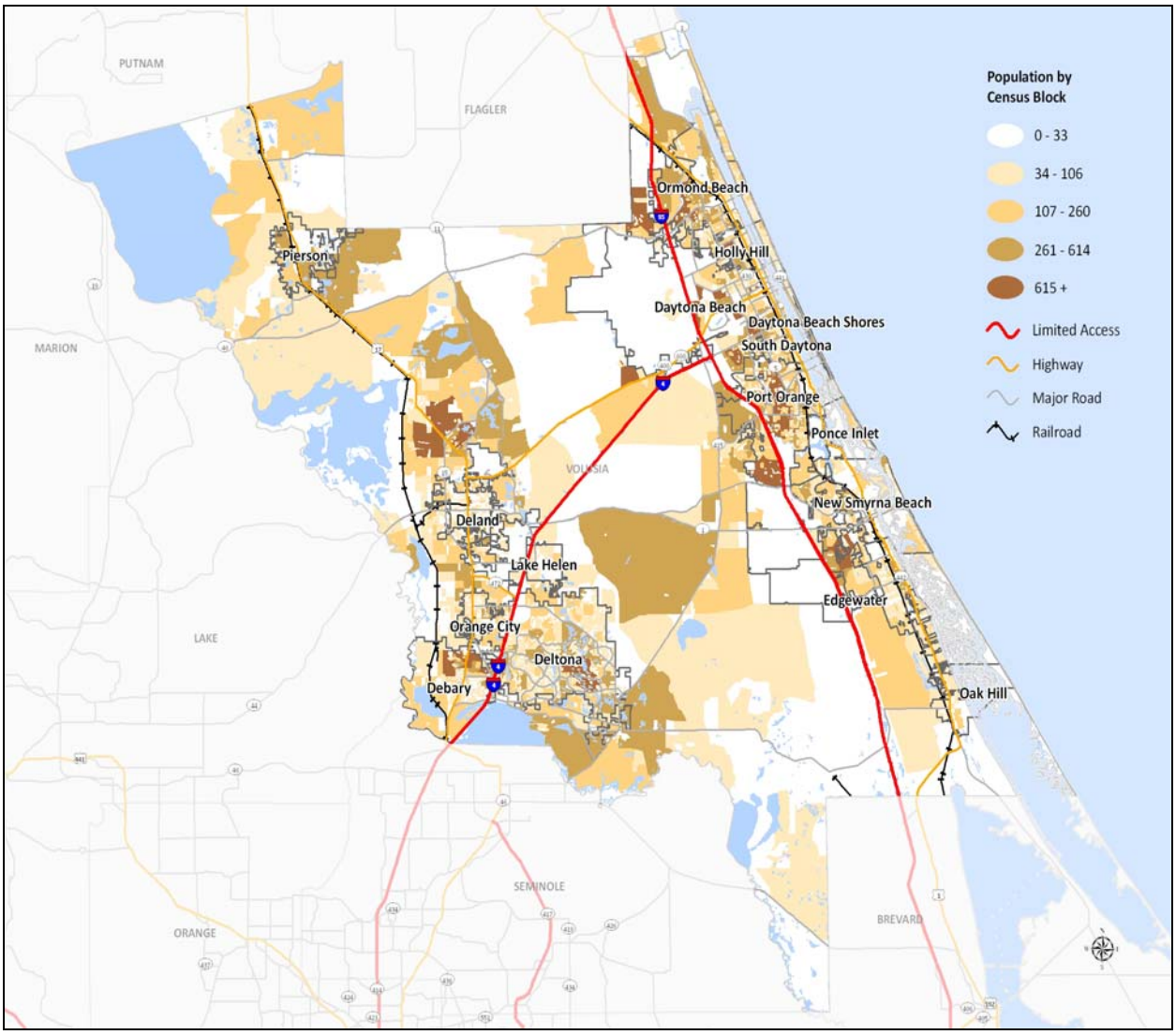
According to the U.S. Census Bureau, the 2017 estimated population of Volusia County was 518,660. This represents a 4.9 percent increase from 2010, when the population was 494,593, and a slightly lower change compared to the State percent change of 12.3 percent. **Table 3.1** provides the 2010 populations of the cities and unincorporated areas within Volusia County along with the 2017 population estimates as provided by the U.S. Census Bureau. In addition, **Figure 3.2** shows the population distribution by block group in Volusia County.

TABLE 3.1: Population of Cities and Unincorporated Areas in Volusia County

JURISDICTION	2010 POPULATION	2017 POPULATION ESTIMATE
Daytona Beach	61,005	68,055
Daytona Beach Shores	4,247	4,514
DeBary	19,320	20,784
DeLand	27,031	32,506
Deltona	85,182	90,746
Edgewater	20,750	22,399
Holly Hill	11,659	12,218
Lake Helen	2,624	2,780
New Smyrna Beach	19,537	26,470
Oak Hill	1,792	2,127
Orange City	10,599	11,697
Ormond Beach	38,137	42,816
Pierson	1,736	1,883
Ponce Inlet	3,032	3,241
Port Orange	56,048	63,203
South Daytona	12,252	12,936
Unincorporated	119,642	119,805

Source: U.S. Census Bureau & American Community Survey (2017)

Figure 3.2: Population of Cities and Unincorporated Areas in Volusia County



Source: U.S. Census Bureau (2010)

According to the 2017 U.S. Census American Community Survey, the median age for the County was 46.4 years. This is slightly higher than the Florida median age of 41.8 years of age. It is estimated that 20.4 percent of the County's population is made up of persons that are 65 years old and over, which is expectedly higher than the State figure of 17.4 percent.

The racial mix in Volusia County is predominately white, but has other populations. White persons make up 82.5 percent of the County's population. Black or African American persons accounted for 10.5 percent of the Volusia County population, less than the state percentage of 16.0 percent. Asians comprised 1.5 percent of the population compared to the State's 3.4 percent. People of two or more races comprised 2.1 percent of the population in the County.

3.3 HOUSING, INFRASTRUCTURE, AND LAND USE

3.3.1 Housing

According to the Census Bureau's 2013-2017 American Community Survey, there are 258,019 housing units in Volusia County. Of these structures, 69.1 percent are single-unit and 22.2 percent are multi-unit. The remaining 8.7 percent are mobile homes or other types of housing. The median value of owner-occupied housing units was $149,900, compared to the $178,700 average in Florida and the $193,500 national average.

3.3.2 Infrastructure

Infrastructure is categorized in this Plan as Transportation and Utilities, as these elements are vital in a disaster event, both for evacuation and for response and recovery efforts. Volusia County is endowed with multi-modes of transportation and has several utility providers.

Transportation

Volusia County has several transportation options whether traveling by automobile, rail, or air. There are two federal interstates which run through the County: Interstate 95 runs north to south along the coast, and Interstate 4 runs northeast, connecting the County to Orlando, and merging with I-95 near Daytona Beach. There are also four federal highways (U.S. 1, U.S. 17, U.S. 40 and U.S. 92). There are also four major railway transportation providers (Amtrak, CSX, Florida East Coast Railway, and SunRail), and a number of regional airports. The major area airport is Daytona Beach International Airport. In addition, Port Canaveral, a deep-water port, and one of the busiest cruise ports in the world, is located about 70 miles south of Volusia County in Brevard County.

Utilities

Florida Power and Light, Duke Energy, City of New Smyrna Beach Utilities Commission, and Clay Electric Cooperative serve the electricity needs in Volusia County. The natural gas suppliers are Florida Public Utilities and TECO People's Gas. Water and sewer services are provided by a number of different sources including Volusia County Utilities, North Peninsula Utilities Corporation, and municipal governments.

3.3.3 Land Use

Table 3.2 shows the remaining vacant residential, vacant commercial and vacant industrial land available for development in Volusia County as of 2019.

TABLE 3.2: Vacant Land in Volusia County

JURISDICTION	VACANT RESIDENTIAL	VACANT COMMERCIAL	VACANT INDUSTRIAL
Daytona Beach	1,174 Acres	1,353 Acres	139 Acres
Daytona Beach Shores	10 Acres	23 Acres	0 Acres
DeBary	612 Acres	182 Acres	2 Acres
DeLand	764 Acres	358 Acres	121 Acres
Deltona	1,322 Acres	592 Acres	243 Acres
Edgewater	150 Acres	37 Acres	188 Acres
Holly Hill	114 Acres	81 Acres	34 Acres
Lake Helen	673 Acres	99 Acres	8 Acres
New Smyrna Beach	938 Acres	812 Acres	57 Acres
Oak Hill	0 Acres	0 Acres	0 Acres
Orange City	323 Acres	845 Acres	113 Acres
Ormond Beach	579 Acres	652 Acres	71 Acres
Pierson	558 Acres	42 Acres	0 Acres
Ponce Inlet	94 Acres	14 Acres	0 Acres
Port Orange	491 Acres	553 Acres	30 Acres
South Daytona	58 Acres	116 Acres	23 Acres
Unincorporated Area	30,352 Acres	1,164 Acres	290 Acres

Source: Volusia County Property Appraiser, Department of Revenue Land Use Codes (2019)

3.4 EMPLOYMENT AND INDUSTRY

Volusia County began as prosperous steamboat landing town in the early 1800s. Today, employment is based largely in the public sector. According to the 2017 American Community Survey, the civilian labor force in Volusia County is approximately 212,016. The top employers are Volusia County Schools, Halifax Health and Volusia County Government.

From an industry perspective, Volusia County has a high number of retail trade employees (29,620), construction employees (17,464) and professional, scientific and technical service employees (22,876)[3]. These figures reflect the high proportion of people working in the construction, education, and tourism industries.

In 2017, the estimated median household income for Volusia County was $43,838, less than the State and U.S. medians of $50,883 and $57,652, respectively.

[3] American Community Survey 2013-17

3.5 DEVELOPMENT TRENDS

Volusia County experienced substantial growth between 2000 and 2005 followed by a sharp decline in growth between 2009 and 2012, as indicated by U.S. Census residential building permit data. Growth has generally rebounded since 2013 (**Table 3.3**).

TABLE 3.3: Annual Residential Building Permit Data, Volusia County

YEAR	TOTAL RESIDENTIAL UNITS	YEAR OVER YEAR CHANGE
2000	3,147	---
2001	5,112	+ 1,965
2002	4,171	-941
2003	5,112	+ 941
2004	4,920	- 192
2005	5,186	+ 266
2006	2,961	- 2,225
2007	1,577	- 1,384
2008	1,053	- 524
2009	600	- 453
2010	653	+ 53
2011	539	- 114
2012	760	+ 221
2013	1,307	+ 547
2014	1,205	- 102
2015	987	- 218
2016	1,077	+ 90
2017	1,496	+ 419
2018	1,598	+ 102

Source: U.S. Census Bureau, 2013-2017 ACS

Currently, one major development planned in unincorporated Volusia County is scheduled. The Farmton Local Plan property is a development of regional impact (DRI) located south of Edgewater and west of I-95 to the Brevard County Line. It is approximately 47,000 acres, of which more than 30,000 acres are protected by conservation easements and covenants. The plan established two future land use designations; Green Key and Sustainable Development Area (SDA) with a maximum development potential of 23,100 dwelling units and 4,700,000 square feet of nonresidential building area. The plan became effective on March 29, 2012[4].

For a list of new developments in Volusia County please visit the Land Development section of the Volusia County Growth and Resource Management Department website at the following link: http://www.volusia.org/services/growth-and-resource-management/planning-and-development/land-development/

[4] Volusia County Growth and Resource Management

SECTION 4 – HAZARD IDENTIFICATION

This section is the first of three sections that assess the risk of Volusia County and the participating jurisdictions to natural hazards. This section identifies a wide range of hazards that could potentially impact the County. Section 5: ***Hazard Profiles***, provides more detailed information about how the identified hazards specifically impact the County and participating jurisdictions. Section 6: ***Vulnerability Assessment*** provides detailed analyses results that indicate the amount of damages that could occur in the County as a result of the identified hazards. Together, these sections serve to identify, analyze and assess the overall risk posed to Volusia County and the participating jurisdictions from hazards. The risk assessment also attempts to define any hazard risks that may uniquely or exclusively affect specific areas of Volusia County or its participating jurisdictions and partners.

Volusia County and the participating jurisdictions are vulnerable to a wide range of natural hazards[1] that threaten life and property. Upon a review of the full range of natural hazards suggested under FEMA planning guidance, Volusia County and the participating jurisdictions have identified a number of hazards that are to be addressed in this Multi-jurisdictional LMS. These hazards were identified through an extensive process that utilized input from the Local Mitigation Strategy Working Group (LMS Working Group) members, research of past disaster declarations in the County, a review of previous hazard mitigation plans in the County, and a review of the current Florida Hazard Mitigation Plan. Readily available online information from reputable sources such as federal and state agencies was also evaluated to supplement information from these key sources.

Table 4.1 lists the full range of natural hazards initially identified for consideration in the Plan and provides a brief description for each. This table includes thirteen individual hazards categorized by the following types: atmospheric, hydrologic, geologic, and other. Some of these hazards are considered to be interrelated or cascading (i.e., hurricanes can cause flooding, storm surge and tornadoes), but for preliminary hazard identification purposes these distinct hazards are broken out separately. It should also be noted that some hazards, such as drought or winter storms may impact a large area yet cause little damage, while other hazards, such as a tornado, may impact a small area yet cause extensive damage.

TABLE 4.1: Descriptions of the Full Range of Initially Identified Hazards

HAZARD	DESCRIPTION
ATMOSPHERIC	
Hail	A hail event is caused by any storm that produces hailstones that fall to the ground; usually used when the amount or size of the hail is considered significant. Hail is formed when updrafts in thunderstorms carry raindrops in to parts of the atmosphere where the temperatures are below freezing.

[1] FEMA's current regulations and interim guidance under the Disaster Mitigation Act of 2000 (DMA 2000) require, at a minimum, an evaluation of a full range of natural hazards. An evaluation of human-caused hazards (e.g., technological hazards, terrorism, etc.) is encouraged, though not required, for plan approval. Volusia County has focused solely on natural hazards at this time. Incorporation of human-caused hazards may be evaluated in future versions of the plan, as it is a "living document" which will be monitored, evaluated and updated regularly.

TABLE 4.1: Descriptions of the Full Range of Initially Identified Hazards

HAZARD	DESCRIPTION
Hurricane and Tropical Storm Wind	Hurricanes and tropical storms are classified as cyclones and defined as any closed circulation developing around a low-pressure center in which the winds rotate counter-clockwise in the Northern Hemisphere (or clockwise in the Southern Hemisphere) and with a diameter averaging 10 to 30 miles across. When maximum sustained winds reach or exceed 39 miles per hour, the system is designated a tropical storm, given a name, and is closely monitored by the National Hurricane Center. When sustained winds reach or exceed 74 miles per hour the storm is deemed a hurricane. The primary damaging forces associated with these storms are high-level sustained winds, heavy precipitation and tornadoes. Coastal areas are also vulnerable to the additional forces of storm surge, wind-driven waves and tidal flooding which can be more destructive than cyclone wind. The majority of hurricanes and tropical storms form in the Atlantic Ocean, Caribbean Sea and Gulf of Mexico during the official Atlantic hurricane season, which extends from June through November.
Lightning	Lightning is a discharge of electrical energy resulting from the buildup of positive and negative charges within a thunderstorm, creating a "bolt" when the buildup of charges becomes strong enough. This flash of light usually occurs within the clouds or between the clouds and the ground. A bolt of lightning can reach temperatures approaching 50,000 degrees Fahrenheit. Lightning rapidly heats the sky as it flashes, but the surrounding air cools following the bolt. This rapid heating and cooling of the surrounding air causes thunder. On average, 73 people are killed each year by lightning strikes in the United States.
Severe Winter Storm	Severe winter storms may include snow, sleet, freezing rain, or a mix of these wintry forms of precipitation. Ice storms occur when moisture falls and freezes immediately upon impact on trees, power lines, communication towers, structures, roads and other hard surfaces. Winter storms and ice storms can down trees, cause widespread power outages, damage property, and cause fatalities and injuries to human life.
Thunderstorm	Thunderstorms are caused by air masses of varying temperatures meeting in the atmosphere. Rapidly rising warm moist air fuels the formation of thunderstorms. Thunderstorms may occur singularly, in lines, or in clusters. They can move through an area very quickly or linger for several hours.
Tornado	A tornado is a violently rotating column of air that has contact with the ground and is often visible as a funnel cloud. Its vortex rotates cyclonically with wind speeds ranging from as low as 40 mph to as high as 300 mph. Tornadoes are most often generated by thunderstorm activity when cool, dry air intersects and overrides a layer of warm, moist air forcing the warm air to rise rapidly. The destruction caused by tornadoes ranges from light to catastrophic depending on the intensity, size and duration of the storm.
HYDROLOGIC	
Coastal Erosion	Landward displacement of a shoreline caused by the forces of waves and currents define coastal erosion. Coastal erosion is measured as the rate of change in the position or horizontal displacement of a shoreline over a period of time. It is generally associated with episodic events such as hurricanes and tropical storms, nor'easters, storm surge and coastal flooding but may also be caused by human activities that alter sediment transport. Construction of shoreline protection structures can mitigate the

TABLE 4.1: Descriptions of the Full Range of Initially Identified Hazards

HAZARD	DESCRIPTION
	hazard, but may also exacerbate it under some circumstances.
Drought	A drought is a prolonged period of less than normal precipitation such that the lack of water causes a serious hydrologic imbalance. Common effects of drought include crop failure, water supply shortages, and fish and wildlife mortality. High temperatures, high winds, and low humidity can worsen drought conditions and also make areas more susceptible to wildfire. Human demands and actions have the ability to hasten or mitigate drought-related impacts on local communities.
Flood	The accumulation of water within a water body which results in the overflow of excess water onto adjacent lands, usually floodplains. The floodplain is the land adjoining the channel of a river, stream ocean, lake or other watercourse or water body that is susceptible to flooding. Most floods fall into the following three categories: riverine, coastal, or shallow flooding (which includes sheet flow, ponding, and urban drainage).
Storm Surge	A storm surge is a large dome of water often 50 to 100 miles wide and rising anywhere from four to five feet in a Category 1 hurricane up to more than 30 feet in a Category 5 storm. Storm surge heights and associated waves are also dependent upon the shape of the offshore continental shelf (narrow or wide) and the depth of the ocean bottom (bathymetry). A narrow shelf, or one that drops steeply from the shoreline and subsequently produces deep water close to the shoreline, tends to produce a lower surge but higher and more powerful storm waves. Storm surge arrives ahead of a storm's actual landfall and the more intense the hurricane is, the sooner the surge arrives. Storm surge can be devastating to coastal regions, causing severe beach erosion and property damage along the immediate coast.
Sea Level Rise	Sea level rise has been observed over the past few decades in Central Florida, including Volusia County. Projections by NOAA and the U.S. Army Corps of Engineers depict varying levels of sea level rise by the year 2100. As part of this plan, sea level rise and sea level rise-plus storm surge are analyzed.
GEOLOGIC	
Sinkhole	Sinkholes are formed when the underlying limestone or other rock type collapses, resulting in a depression. Limestone is soluble in natural water, causing the collapse.
Tsunami	A series of waves generated by an undersea disturbance such as an earthquake. The speed of a tsunami traveling away from its source can range from up to 500 miles per hour in deep water to approximately 20 to 30 miles per hour in shallower areas near coastlines. Wave amplitudes in deep water are typically less than one meter; they are often barely detectable to the human eye. However, as they approach shore, they slow in shallower water, basically causing the waves from behind to effectively "pile up", and wave heights to increase dramatically. As opposed to typical waves which crash at the shoreline, tsunamis bring with them a continuously flowing 'wall of water'.
OTHER	
Wildfire	An uncontrolled fire burning in an area of vegetative fuels such as grasslands, brush, or woodlands. Heavier fuels with high continuity, steep slopes, high temperatures, low humidity, low rainfall, and high winds all work to increase risk for people and property located within wildfire hazard areas or along the urban/wildland interface. Wildfires are part of the natural management of forest ecosystems, but most are caused by

TABLE 4.1: Descriptions of the Full Range of Initially Identified Hazards

HAZARD	DESCRIPTION
	human factors. Over 80 percent of forest fires are started by negligent human behavior such as smoking in wooded areas or improperly extinguishing campfires. The second most common cause for wildfire is lightning.
Civil Disturbance ***	Civil disturbances can occur due to socio-economic, political or other reasons. These types of events typically occur in public places, including court houses or town civic spaces.
Coastal Oil Spill ***	While oil spills would primarily affect the Gulf coast of Florida, oil spills can negatively affect tourism and ecological conditions on the Atlantic coast of Florida.
Terrorism ***	Terrorism includes any attempt to attack, cripple or damage public goods, pubic infrastructure or citizens on a large scale.
Mass Migration ***	Mass-migration occurs when persons of one geographic area move in large numbers to another geographic location.
HazMat ***	Hazardous material (HazMat) includes events when liquid, solid or gaseous chemicals that are harmful or fatal to humans or ecological infrastructure disperse into the atmosphere.
Agro-terrorism ***	Agro-Terrorism includes any attempt to maliciously destroy or harm the agricultural industry, the secondary effects of which can be disease, famine and massive economic loss.
Public Health Emergencies ***	Public health emergencies include medical surges (often from mass casualty events) that require hospitals to act beyond normal capacity. Pandemics are included in this category.
Cyber Attack ***	Cyber-attacks include the use of electronic devices to attack, cripple or damage information systems held by governmental or private institutions, as well as individual citizens.
Agricultural Infestation	Agricultural infestations include disease and other malfunctions in biological entities resulting in viruses and other bacteria that pose a threat to human life and safety.
NOT INCLUDED	
Earthquake	Earthquakes are not included in this analysis due to their very low frequency in Central Florida and Volusia County. Earthquakes do not occur in Florida, but rather off the Gulf of Mexico or in the Caribbean.

*** SPECIAL NOTE: The following "man-made" hazards are analyzed in terms of the vulnerability they pose to the Volusia County community and the potential mitigation activities that can be implemented within **Section 7, Capability Assessment**; **Section 9, Mitigation Action Plan**; **Appendix H, HIRA Consequences**, and; **Appendix J, Consequences by Hazard**. These hazards are not analyzed for their vulnerability to the community within the Vulnerability Assessment (Section 6) of this document, as that section is limited to the hazards that can be analyzed utilizing Geographic Information Systems (GIS) on a county-wide basis.

SECTION 5 – HAZARD PROFILES

44 CFR Requirement

44 CFR Part 201.6(c)(2)(i):
The risk assessment shall include a description of the type, location and extent of all natural hazards that can affect the jurisdiction. The plan shall include information on previous occurrences of hazard events and on the probability of future hazard events.

5.1 OVERVIEW

This section includes detailed hazard profiles for each of the hazards identified in the previous section as significant enough for further evaluation through the risk assessment in Volusia County. This includes the following hazards:

- **Atmospheric**
  - Hail
  - Hurricane and Tropical Storm
  - Lightning
  - Severe Winter Storm
  - Thunderstorm
  - Tornado
- **Hydrologic**
  - Coastal Erosion
  - Drought
  - Flood
  - Storm Surge
  - Sea Level Rise
- **Geologic**
  - Sinkhole
  - Tsunami
- **Societal, Ecological and Technological**
  - Wildfire
  - Cyber Attack
  - Civil Disturbance
  - Coastal Oil Spill
  - Terrorism
  - Mass Migration
  - HazMat
  - Agro-terrorism
  - Public Health Emergencies
  - Agricultural Infestation

Each hazard profile described in this section includes a general description of the hazard, its location and extent, notable historical occurrences and the probability of future occurrences. It also includes specific items noted by members of the Local Mitigation Strategy Working Group (LMS Working Group) as it relates to unique historical or anecdotal hazard information for Volusia County or a particular jurisdiction. The probability of future occurrence is expressed as "high" (expected to occur at least every five years), "moderate" (expected to occur at least every 25 years), "low" (expected to occur at least every 100 years, and "very low" (is possible to occur, despite their being no recorded occurrences).

Major Disaster Declarations

In 1988, the Robert T. Stafford Disaster Relief and Emergency Assistance Act was enacted to support state and local governments when disasters overwhelm local resources. This law, as amended, establishes a process for requesting and obtaining a Presidential Disaster Declaration, defines the type and scope of assistance available from the federal government, and sets the conditions for obtaining that assistance. The Federal Emergency Management Agency (FEMA), now part of the Emergency Preparedness and Response Directorate of the Department of Homeland Security, is tasked with coordinating the response. Since 1965, Volusia County has received numerous presidential disaster declarations for such hazards as hurricanes, tornados, floods and severe freezes (**Table 5.1**).

TABLE 5.1: Presidential Disaster Declarations

EVENT	DECLARATION DATE	DECLARATION NUMBER
Severe Storms, Tornadoes, and Flooding	05/15/79	586
Tornadoes, Flooding, High Winds & Tides, Freezing	03/13/93	982
Tropical Storm Gordon, Tornadoes, Flooding	11/28/94	1043
Tropical Storm Josephine	10/15/96	1141
Severe Storms, High Winds, Tornadoes, Flooding	02/25/98	1195
Extreme Fire Hazard	07/03/98	1223
Hurricane Floyd	09/22/99	1300
Hurricane Irene	10/28/99	1306
Severe Freeze	02/06/01	159
Hurricane Charlie/Bonnie	08/13/04	1539
Hurricane Frances	09/04/04	1545
Hurricane Ivan	09/15/04	1551
Hurricane Jeanne	09/26/04	1561
Hurricane Katrina Evacuation	09/05/05	3220
Severe Storms, Tornadoes	02/03/07	1679
Severe Storms, Tornadoes, and Flooding	02/08/07	1680
Tropical Storm Fay	08/21/08	3288
Severe Storms, Flooding, Tornadoes, Straight-line Winds	05/27/09	1840
Hurricane Matthew	10/03/16	3377

Hurricane Irma	09/04/17	3385
Hurricane Michael	10/07/18	3405
Hurricane Dorian	08/28/19	3420

Source: Federal Emergency Management Agency

Volusia County Emergency Management has had 52 significant disaster events that resulted in the activation of their Emergency Operations Center. There were 73 percent that were natural hazard events, underscoring that natural hazards pose a very high risk to Volusia County. **Table 5.2** lists these events by type, area of impact, EOC activation level, the estimated number of parcels (properties) that were damaged and loss estimates.

TABLE 5.2: Significant Activation Events

Date of Event	Type of Event	Area of Event	EOC Level Activation	Damage Estimate	
				# Parcels	Dollars
3/13/1993	Wind Storm	County-Wide	Level 2 (Part)	1273	16,948,355
5/4/1994	Tornado	Holly Hill	Level 2 (Part)	273	6,680,000
9/6/1994	I-4 Chemical Spill	SW Volusia	Level 1 (Mon)	N/A	N/A
11/17/1994	T.S. Gordon	County-Wide	Level 2 (Part)	658	10,602,924
8/3/1995	Hurricane Erin	Edgewater	Level 3 (Full)	31	65,052
3/11/1996	Wind Storm	Daytona Beach	Level 1 (Mon)	8	28,000
7/10/1996	Hurricane Bertha	County-Wide	Level 2 (Part)	N/A	N/A
9/5/1996	Hurricane Fran	County-Wide	Level 2 (Part)	N/A	N/A
10/8/1996	T.S. Josephine	County-Wide	Level 1 (Mon)	193	1,232,343
4/23/1997	Tornado	NSB Peninsula	Level 2 (Part)	79	525,600
7/5/1997	Tornado	Oak Hill	Level 1 (Mon)	6	33,000
11/2/1997	Tornado	NSB Main & Penn	Level 2 (Part)	318	11,070,722
2/2/1998	Wind Storm	Bethune Beach	Level 1 (Mon)	1	20,000
2/22/1998	Tornado	Daytona Beach	Level 2 (Part)	616	9,435,553
6/22/1998	Fire Storm "98"	County-Wide	Level 4 (Full)	22	2,126,013
7/28/1998	Tornado	Daytona Beach	Level 1 (Mon)	46	159,000
1/3/1999	Wind Storm	SR 415 Area	Level 1 (Mon)	8	9,100
1/9/1999	Wind Storm	Daytona Beach	Level 1 (Mon)	11	59,000
9/14/1999	Hurricane Floyd	East Side	Level 1 (Full)	433	18,655,353
10/16/1999	Hurricane Irene	East Side	Level 2 (Part)	185	16,809,266
1/1/2000	Y2K	County-Wide	Level 1 (Full)	N/A	N/A
5/31/2000	Wildfires 2000	County-Wide	Level 2 (Part)	N/A	N/A
9/16/2000	Hurricane Gordon	County-Wide	Level 2 (Part)	N/A	N/A
9/19/2000	Wind Storm	DeLand	Level 2 (Part)	18	68,836
3/13/2001	Tornado	Daytona Beach	Level 2 (Part)	172	3,210,995
9/11/2001	Nat'l Terrorism Event	County-Wide	Level 2 (Part)	N/A	N/A
9/14/2001	T.S. Gabrielle	County-Wide	Level 2 (Part)	44	474,135
11/15/2001	Rain Event	East Volusia	Level 2 (Part)	39	561,300
4/18/2002	Amtrak Derailment	Putnam Co.	Level 2 (Part)	N/A	5,000
9/4/2002	T.S. Edouard	County-Wide	Level 2 (Part)	N/A	N/A

TABLE 5.2: Significant Activation Events

Date of Event	Type of Event	Area of Event	EOC Level Activation	Damage Estimate	
				# Parcels	Dollars
1/13/2003	Water Plant Breach	Debary	Level 2 (Part)	N/A	30,000
7/3/2004	Pepsi 400 Dis Race	Daytona Beach	Level 2 (Part)	N/A	N/A
8/13/2004	Hurricane Charley	County-Wide	Level 1 (Full)	5719	106,900,000
9/4/2004	Hurricane Frances	County-Wide	Level 1 (Full)	26964	393,900,000
9/25/2004	Hurricane Jeanne	County-Wide	Level 1 (Full)	UNK	59,500,000
7/2/2005	Pepsi 400 Dis Race	Daytona Beach	Level 2 (Part)	N/A	N/A
9/8/2005	T.S. Ophelia	County-Wide	Level 2 (Part)	Beach	N/A
10/23/2005	Hurricane Wilma	County-Wide	Level 2 (Part)	3	752,000
2/19/2006	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	N/A
7/1/2006	Pepsi 400 Dis Race	Daytona Beach	Level 2 (Part)	N/A	N/A
8/29/2006	T.S. Ernesto	County- Wide	Level 2 (Part)	N/A	N/A
12/25/2006	Tornado	DeLand-Daytona Bch.	Level 3 (Mon)	210	32,000,000
2/2/2007	Tornado	DeLand-NSB	Level 2 (Part)	771	60,557,921
2/18/2007	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	N/A
5/6/2007	Airport Road Fire	Volusia/Flagler Co.	Level 2 (Part)	N/A	N/A
7/7/2007	Pepsi 400 Dis Race	Daytona Beach	Level 2 (Part)	N/A	N/A
2/17/2008	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	N/A
7/5/2008	Coke 400 Dis Race	Daytona Beach	Level 2 (Part)	N/A	N/A
8/18/2008	T.S. Fay	County-Wide	Level 1 (Full)	240	13,580,016
2/15/2009	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	N/A
5/17/2009	May Rain Storm	County-Wide	Level 2 (Part)	1654	69,516,703
7/7/2009	Coke Zero 400	Daytona Beach	Level 2 (Part)	N/A	N/A
7/24/2009	Port Orange Tornado	Port Orange	Level 3 (Monitor)	175	2,810,661
2/14/2010	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	
7/3/2010	Coke Zero 400	Daytona Beach	Level 2 (Part)	N/A	
2/20/2011	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	
2/28/2011	Iron Horse Fire (17,017 a.)	Volusia County	Level 3 (Monitor)	N/A	
5/26/2011	Volusia Command Fires	Volusia County	Level 3 (Monitor)	N/A	
6/2/2011	Coke Zero 400	Daytona Beach	Level 2 (Part)	N/A	
2/26-28/12	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	
7/7/2012	Coke Zero 400	Daytona Beach	Level 2 (Part)	N/A	
12/11-12/12	Tornado Terra Mar	Edgewater	Level 2 (Part)	N/A	1,692,498
2/24/2013	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	
3/2/2013	Durrance Fire	Ormond Beach	Level 3 (Monitor)	N/A	
6/6/2013	Tropical Storm Andrea	Countywide	Level 3 (Monitor)	N/A	
7/6/2013	Coke Zero 400	Daytona Beach	Level 2 (Part)	N/A	
2/23/2014	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	
7/1/2014	Tropical Storm Arthur	Countywide	Level 3 (Monitor)	N/A	
7/3/2014	T.S. Arthur	Countywide	Level 2 (Part)	N/A	
7/5-6/2014	Coke Zero 400	Daytona Beach	Level 2 (Part)	N/A	
9/23/2014	No Name Rain Event	Port Orange/ NSB	Level 2 (Part)	150	1,500,000
3/22/2015	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	N/A
5/5/2015	Coke Zero 400	Daytona Beach	Level 2 (Part)	N/A	N/A

TABLE 5.2: Significant Activation Events

Date of Event	Type of Event	Area of Event	EOC Level Activation	Damage Estimate	
				# Parcels	Dollars
8/27-29/2015	T.S. Erika	Daytona Beach	Level 2 (Part)	N/A	N/A
2/21/2016	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	N/A
5/27-30/2016	Country 500	Daytona Beach	Level 2 (Part)	N/A	N/A
6/5-7/2016	T.S. Colin	Daytona Beach	Level 2 (Part)	N/A	N/A
7/2/2016	Coke Zero 400	Daytona Beach	Level 2 (Part)	N/A	N/A
10/6-20/2016	Hurricane Matthew	Countywide	Level 1 (Full)	N/A	493,500,000
2/26/2017	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	N/A
5/26-28/2017	Country 500	Daytona Beach	Level 2 (Part)	N/A	N/A
7/2/2017	Coke Zero 400	Daytona Beach	Level 2 (Part)	N/A	N/A
9/5-22/2017	Hurricane Irma	Countywide	Level 1 (Full)	N/A	371,091,000
2/18/2018	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	N/A
5/25-27/2018	Country 500	Daytona Beach	Level 2 (Part)	N/A	N/A
7/7/2018	Coke Zero 400	Daytona Beach	Level 2 (Part)	N/A	N/A
2/17/2019	Daytona 500 Race	Daytona Beach	Level 2 (Part)	N/A	N/A
7/7/2019	Coke Zero 400	Daytona Beach	Level 2 (Part)	N/A	N/A
9/2/2019	Hurricane Dorian	Countywide	Level 1 (Full)	TBD	TBD
			Totals------>	**40,320**	**1,706,110,346**

Source: Volusia County Emergency Management Division (Revised 10/16/2019)

NOTE: ALL HISTORICAL OCCURRENCES IN THIS REPORT ARE THE MOST RECENT AS DOCUMENTED BY THE NATIONAL CLIMATIC DATA CENTER

ATMOSPHERIC HAZARDS

5.2 HAIL

5.2.1 Background

Hail frequently accompanies thunderstorms and has potential to cause substantial damage. Early in the developmental stages of a hail, ice crystals form within a low-pressure front due to the rapid rising of warm air into the upper atmosphere and the subsequent cooling of the air mass. Frozen droplets gradually accumulate on the ice crystals until they develop sufficient weight to fall as precipitation. Hail precipitation falls in sphere or irregularly shaped masses greater than 0.75 inches in diameter. The size of hailstones is a direct function of the size and severity of the storm. High velocity updraft winds are required to keep hail in suspension in thunderclouds. The strength of the updraft is a function of the intensity of heating at the Earth's surface. Higher temperature gradients relative to elevation above the surface result in increased suspension time and hailstone size.

5.2.2 Location and Spatial Extent

Hail is often produced during a thunderstorm event which has no geographic limitations to the area it affects. Therefore, it is assumed that all of Volusia County is uniformly at risk to a hail event. Impacts typically include downed power lines and trees and damage to vehicles and mobile homes. Hail is a form of solid precipitation consisting of balls or irregular lumps of ice .5 millimeters or larger that form during certain thunderstorm conditions. In terms of extent for Volusia County, tennis ball-sized hail (2.5-inch diameter based on NOAA hail conversions) has been observed on many occasions within Volusia County and is a probable occurrence on an annual basis. Larger hail conditions are less likely, but possible. The Local Mitigation Strategy recognizes that with a changing climate, there is a potential for an increasing risk of environmental impacts from hail and that future mitigation and adaptation strategies related to this hazard should be considered.

5.2.3 Historical Occurrences

According to the National Climatic Data Center, there have been 131 recorded hail events in Volusia County since 1983, as shown in **Table 5.3**[1]. Hail has caused a total of $231,092 in property damage, but has not resulted in any injuries or deaths. Hail sizes for these events range from 1.00 inches to 2.75 inches in diameter. The locations of historically recorded hail events are shown in **Figure 5.1**. The emergency management officials from the Volusia County jurisdictions determined that only hail that was greater than one inch in diameter was to be listed in **Table 5.3**.

[1] A Hail event that affects several jurisdictions on the same day is classified as a single event.

TABLE 5.3: Historical Hail Impacts

LOCATION	DATE	MAGNITUDE (inches)	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 dollars)	DESCRIPTION
Volusia County	8/16/1963	1.00	0/0	$0	Not Available
Volusia County	2/7/1971	2.75	0/0	$0	Not Available
Volusia County	3/13/1971	1.75	0/0	$0	Not Available
Volusia County	5/29/1971	1.75	0/0	$0	Not Available
Volusia County	4/4/1973	1.00	0/0	$0	Not Available
Volusia County	6/10/1975	1.75	0/0	$0	Not Available
Volusia County	5/12/1976	1.50	0/0	$0	Not Available
Volusia County	4/18/1978	1.00	0/0	$0	Not Available
Volusia County	4/8/1982	1.50	0/0	$0	Not Available
Volusia County	4/29/1982	1.75	0/0	$0	Not Available
Volusia County	6/8/1985	1.00	0/0	$0	Not Available
Volusia County	6/18/1987	1.75	0/0	$0	Not Available
Volusia County	5/24/1988	1.50	0/0	$0	Not Available
Volusia County	2/21/1989	1.00	0/0	$0	Not Available
Volusia County	3/23/1989	1.25	0/0	$0	Not Available
Volusia County	5/1/1989	1.00	0/0	$0	Not Available
Volusia County	6/26/1990	1.00	0/0	$0	Not Available
Volusia County	5/2/1992	1.00	0/0	$0	Not Available
Edgewater	1/11/1993	1.50	0/0	$77,700	Strong downburst winds damaged 9 mobile homes. Most had aluminum awnings, carports, and family rooms ripped away. Trees and power lines were downed. Up to golf ball-sized hail also fell.
Daytona Beach	3/31/1993	1.75	0/0	$0	Golf ball-sized hail fell at the Daytona Beach Airport.
Daytona Beach	6/19/1995	2.50	0/0	$36,809	Severe thunderstorms blew down dozens of trees in Deltona and produced one inch-diameter hail.
Daytona Beach	3/28/1996	1.75	0/0	$0	Strong downburst winds blew down trees destroyed a pool screen and produced two and one-half-inch-diameter hail in the Spruce Creek Village.
Barberville	6/15/1996	1.00	0/0	$0	Hail the size of quarters fell in Barberville, while quarter-sized hail fell in DeBary.
DeBary	6/15/1996	1.00	0/0	$0	
Daytona Beach	8/25/1996	1.00	0/0	$0	Not Available

TABLE 5.3: Historical Hail Impacts

LOCATION	DATE	MAGNITUDE (inches)	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 dollars)	DESCRIPTION
Deltona	7/7/1997	1.00	0/0	$0	Not Available
DeBary	8/13/1997	1.00	0/0	$0	Not Available
Deltona	2/28/1998	1.00	0/0	$0	Not Available
DeLand	3/20/1998	1.25	0/0	$0	Not Available
New Smyrna Beach	3/20/1998	1.00	0/0	$0	
Daytona Beach	6/25/1998	1.75	0/0	$0	Not Available
Port Orange	1/9/1999	1.00	0/0	$4,032	A few mobile homes were damaged by falling trees and quarter size hail in Port Orange.
Pierson	5/6/1999	1.75	0/0	$0	Not Available
Orange City	5/9/1999	1.75	0/0	$0	Not Available
Oak Hill	4/15/2000	1.00	0/0	$0	Not Available
DeLand	9/19/2000	1.75	0/0	$0	Not Available
Oak Hill	3/29/2001	1.00	0/0	$0	Not Available
DeLand	3/31/2001	1.00	0/0	$0	Not Available
New Smyrna Beach	8/21/2001	1.00	0/0	$0	Not Available
Deltona	3/19/2003	1.00	0/0	$0	Not Available
DeLand	4/25/2003	1.00	0/0	$0	Not Available
DeLand	7/18/2003	1.00	0/0	$0	Not Available
Oak Hill	7/21/2003	1.00	0/0	$0	Not Available
DeLand	10/7/2003	1.00	0/0	$0	Not Available
Port Orange	7/8/2004	2.00	0/0	$0	Not Available
Maytown	10/19/2004	1.00	0/0	$0	Not Available
Seville	3/25/2005	1.00	0/0	$0	Not Available
Daytona Beach	5/4/2005	1.75	0/0	$112,551	Not Available
Holly Hill	6/28/2006	1.75	0/0	$0	Not Available
DeLand	7/17/2006	1.00	0/0	$0	Not Available
Glencoe	3/7/2008	1.00	0/0	$0	A cold front moving across central Florida produced a line of thunderstorms that moved southeast across the area. One inch hail was reported in Port Orange. Quarter size hail was reported at Interstate 95 and Highway SR44, near Glencoe, and in Daytona Beach. The public reported nickel size hail in Deltona.
Port Orange	3/7/2008	1.00	0/0	$0	
Daytona Beach	3/7/2008	1.00	0/0	$0	
Seville	7/5/2008	1.00	0/0	$0	Quarter-sized hail was reported. A sea breeze thunderstorm produced hail and wind gusts in interior parts of E.C.F.

TABLE 5.3: Historical Hail Impacts

LOCATION	DATE	MAGNITUDE (inches)	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 dollars)	DESCRIPTION
Seville	6/13/2009	1.00	0/0	$0	Numerous strong storms developed over east central Florida, with a few strengthening to severe levels and producing wind damage and large hail.
DeLeon Springs	3/31/2009	1.00	0/0	$0	A northward-lifting warm front combined with active sea breeze boundaries within an unstable atmosphere produced several severe thunderstorms with nickel to quarter sized hail and localized severe winds.
Ponce Park	2/22/2010	1.00	0/0	$0	Isolated thunderstorms developed in an unstable environment well ahead of a cold front. One of the storms became strong and produced small hail as it moved east out of the Ocala National Forest. The storm strengthened as it approached the coast, producing large hail on the barrier island east of central Daytona Beach.
Harbor Point	5/13/2011	1.00	0/0	$0	The collision of the east and west coast sea breezes formed a broken line of thunderstorms across East Central Florida. A couple of these pulse storms became severe in Orange and Volusia Counties.
Ormond by the Sea	3/31/2011	1.00	0/0	$0	A pre-frontal squall line moved rapidly across central Florida, bringing strong to severe thunderstorms with large hail and funnel clouds.
Glencoe	5/17/2012	1.75	0/0	$0	The east coast sea breeze formed in the early afternoon and propagated inland, eventually colliding with the west coast sea breeze over the central peninsula. Storms moved to the east and northeast and produced large hail over Brevard and Volusia Counties.
Deltona	4/20/2012	1.75	0/0	$0	Several severe thunderstorms occurred as low to mid-level southwest winds brought a warm and very moist air mass into east central Florida. Much cooler and drier air above this moisture laden air allowed for vigorous storm

TABLE 5.3: Historical Hail Impacts

LOCATION	DATE	MAGNITUDE (inches)	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 dollars)	DESCRIPTION
					development which acted to produce severe wind gusts and hail in many of the thunderstorms that developed.
Barberville	4/20/2012	1.25	0/0	$0	Several severe thunderstorms occurred as low to mid-level southwest winds brought a warm and very moist air mass into east central Florida. Much cooler and drier air above this moisture laden air allowed for vigorous storm development which acted to produce severe wind gusts and hail in many of the thunderstorms that developed.
DeBary	4/20/2012	1.00	0/0	$0	Several severe thunderstorms occurred as low to mid-level southwest winds brought a warm and very moist air mass into east central Florida. Much cooler and drier air above this moisture laden air allowed for vigorous storm development which acted to produce severe wind gusts and hail in many of the thunderstorms that developed.
DeLand Osteen Glencoe	5/17/2012	0.75 (DeLand) 0.88 (Osteen) 1.75 (Glencoe)	0/0	$0	The east coast sea breeze formed in the early afternoon and propagated inland, eventually colliding with the west coast sea breeze over the central peninsula. Storms moved to the ENE, producing large hail over Volusia County.
Daytona Airport	6/24/2014	0.88	0/0	$0	A thunderstorm developed rapidly along the east coast sea breeze over coastal Volusia County and
DeLeon Springs	6/26/2014	0.88	0/0	$0	A weather spotter observed hail up to nickel size in De Leon Springs as a strong thunderstorm affected the area.
Deltona	5/20/2015	1.00	0/0	$0	Strong thunderstorms developed over the mainland and became severe as they interacted with the east coast sea breeze over central Volusia and eastern Seminole County. Large hail, up to quarter-sized, was reported across sections of Deltona and Oviedo.
DeLeon Springs	7/6/2015	0.75	0/0	$0	Thunderstorms developed along the west coast sea breeze and became

TABLE 5.3: Historical Hail Impacts

LOCATION	DATE	MAGNITUDE (inches)	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 dollars)	DESCRIPTION
					strong as they approached Volusia County, producing small hail and some minor tree damage in De Leon Springs.
DeLeon Springs	7/6/2016	1.00	0/0	$0	An isolated thunderstorm quickly became severe and hail up to quarter size as it moved slowly southeast across Deleon Springs.
Enterprise	2/15/2017	0.88	0/0	$0	Scattered thunderstorms developed ahead of a strong cold front, bringing small hail to Enterprise in Volusia County.
Harbor Point New Smyrna Beach Enterprise	6/1/2017	1.00 – 1.25	0/0	$0	A sea breeze collision produced a severe thunderstorm over east central Volusia county during the late afternoon. Several reports of quarter to half dollar sized hail were received from Port Orange to New Smyrna Beach.
Enterprise	7/20/2017	1.00	0/0	$0	A collision of the east and west coast sea breezes over the interior of Central Florida produced two severe thunderstorms that resulted in quarter-sized hail in Orange and Volusia Counties. A funnel cloud was also reported in Osceola County.
Ormond Beach DeLeon Springs Daytona Beach Holly Hill	3/20/2018	1.00 – 2.00	0/0	$0	A deepening mid-level trough and associated strong cold front moved across north/central Florida. Conditions ahead and along the cold front were favorable for severe thunderstorms as an 80-90 knot jet maxima produced sufficient upper level divergence. These conditions produced an enhanced risk of severe weather, sparking several rounds of severe thunderstorms, which affected Volusia, Seminole, Orange, Brevard and Okeechobee Counties.
New Smyrna Beach	4/9/2019	0.88	0/0	$0	An area of low pressure and a weak cold front moved across central Florida sparking numerous showers and thunderstorms across the area. Deep moisture was in place across the area,

TABLE 5.3: Historical Hail Impacts

LOCATION	DATE	MAGNITUDE (inches)	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 dollars)	DESCRIPTION
					and instability had increased through the day due to daytime heating. The instability, combined with lift associated with the approaching cold front and cold temperatures in the middle part of the atmosphere, allowed a few thunderstorms to become severe. In Volusia County, a strong storm produced nickel sized hail. In Seminole County, damaging winds caused numerous trees to be uprooted. In Brevard County, a severe thunderstorm produced a strong wind gust at the Cape.
Deltona	5/4/2019	0.75 – 1.00	0/0	$0	An area of high pressure located over the central Atlantic was the dominant feature affecting weather over central Florida. This led to west to southwest winds at the surface that pushed deep moisture from the Gulf across the area. Hot daytime temperatures, and cold temperatures in the middle atmosphere provided the necessary ingredients for strong to severe thunderstorms to develop. These storms developed along the sea breezes and outflow boundaries that were produced. One thunderstorm became severe in southwestern Volusia County where it produced hail and damaging winds.
Glencoe Hucomer	5/31/2019	0.88 – 1.00	0/0	$0	The Atlantic high-pressure ridge located south of Florida resulted in southwest winds across central Florida. This pushed deep moisture over the area, and when combined with daytime heating and cold temperatures in the middle atmosphere provided the conditions for showers and thunderstorms to develop. One thunderstorm in eastern Volusia County interacted with the sea breeze front. This storm quickly became severe

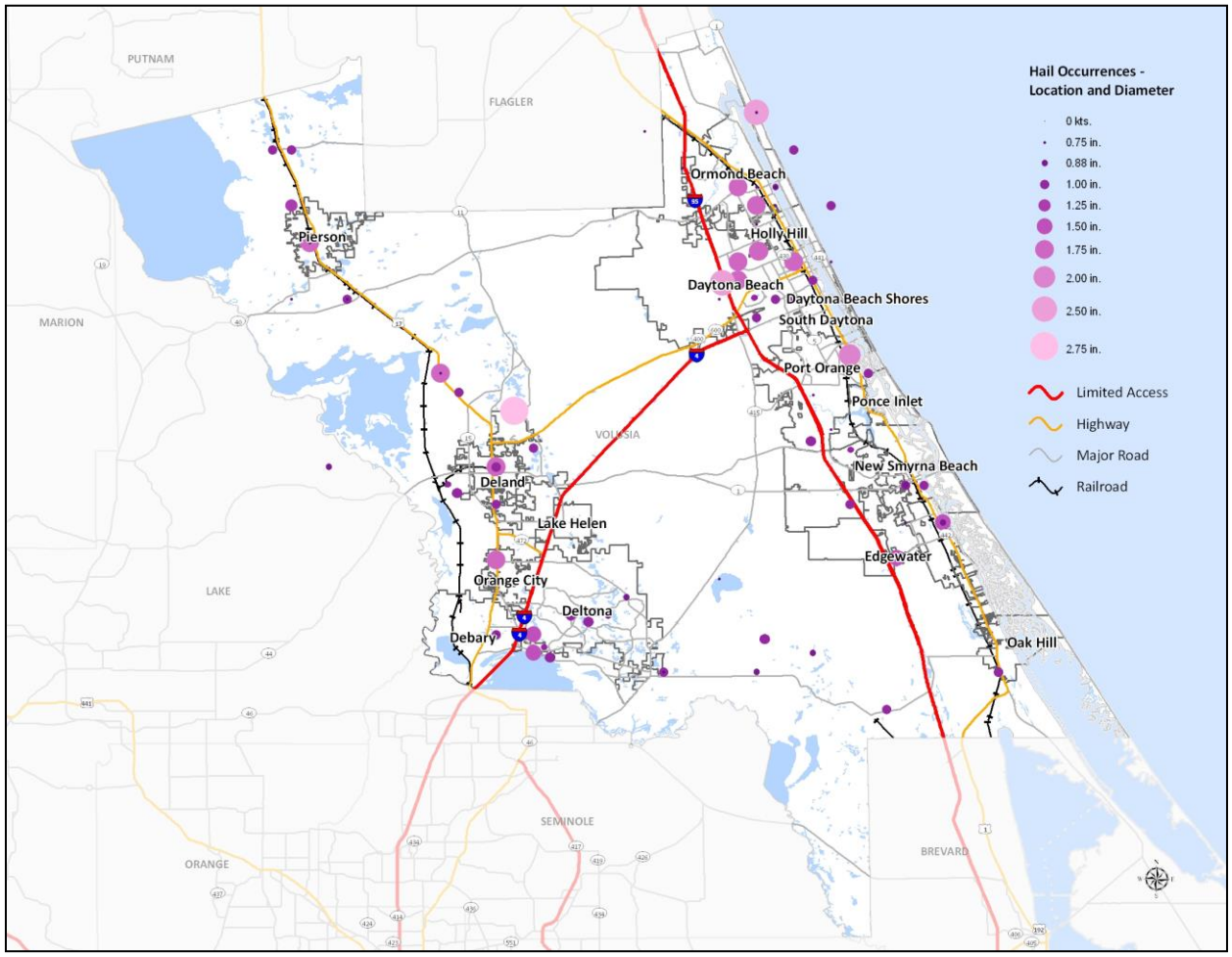
TABLE 5.3: Historical Hail Impacts

LOCATION	DATE	MAGNITUDE (inches)	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 dollars)	DESCRIPTION
					as it moved very slowly southward over New Smyrna Beach and Edgewater and several reports of hail were received in these areas.

Source: National Climatic Data Center

NOTE: ALL HISTORICAL OCCURRENCES IN THIS REPORT ARE THE MOST RECENT AS DOCUMENTED BY THE NATIONAL CLIMATIC DATA CENTER

FIGURE 5.1: Locations of Historical Hail Events in Volusia County



Source: National Climatic Data Center

5.2.4 Probability of Future Occurrences

Based on the frequency of hail events in the past, the probability of future hail occurrences in Volusia County is high. Over the past 45 years, Volusia County has been impacted by two or more hail events per year. It can be expected that future hail events will continue to cause minor to severe damage to property and vehicles throughout Volusia County.

5.3 HURRICANE AND TROPICAL STORM

5.3.1 Background

Hurricanes and tropical storms are classified as cyclones and defined as any closed circulation developing around a low-pressure center in which the winds rotate counter-clockwise in the Northern Hemisphere (or clockwise in the Southern Hemisphere) and whose diameter averages 10 to 30 miles across. A tropical cyclone refers to any such circulation that develops over tropical waters. Tropical cyclones act as a "safety-valve," limiting the continued build-up of heat and energy in tropical regions by maintaining the atmospheric heat and moisture balance between the tropics and the pole-ward latitudes. The primary damaging forces associated with hurricanes and tropical storms are high-level sustained winds, heavy precipitation, and tornadoes. Coastal areas are also vulnerable to the additional forces of storm surge, wind-driven waves and tidal flooding which can be more destructive than cyclone wind.

The key energy source for a tropical cyclone is the release of latent heat from the condensation of warm water. Their formation requires a low-pressure disturbance, warm sea surface temperature, rotational force from the spinning of the earth and the absence of wind shear in the lowest 50,000 feet of the atmosphere. The majority of hurricanes and tropical storms form in the Atlantic Ocean, Caribbean Sea, and Gulf of Mexico during the official Atlantic hurricane season, which encompasses the months of June through November. The peak of the Atlantic hurricane season is in early to mid-September, and the average number of storms that reach hurricane intensity per year in this basin is about six.

As an incipient hurricane develops, barometric pressure (measured in millibars or inches) at its center falls and winds increase. If the atmospheric and oceanic conditions are favorable, it can intensify into a tropical depression. When maximum sustained winds reach or exceed 39 miles per hour, the system is designated a tropical storm, given a name, and is closely monitored by the National Hurricane Center in Miami, Florida. When sustained winds reach or exceed 74 miles per hour the storm is deemed a hurricane. Hurricane intensity is further classified by the Saffir-Simpson Scale (**Table 5.4**), which rates hurricane intensity on a scale of 1 to 5, with 5 being the most intense[2].

TABLE 5.4: Saffir-Simpson Scale

CATEGORY	MAXIMUM SUSTAINED WIND SPEED (MPH)	MINIMUM SURFACE PRESSURE (MILLIBARS)	STORM SURGE (FEET)
Tropical Storm	39–73	n/a	0–2
1	74–95	Greater than 980	3–5
2	96–110	979–965	6–8
3	111–129	964–945	9–12
4	130–156	944–920	13–18
5	157 +	Less than 920	19+

Source: National Hurricane Center

[2] Although a tropical storm is not part of the Saffir-Simpson Scale, it is listed here for comparative purposes.

The Saffir-Simpson Scale categorizes hurricane intensity linearly based upon maximum sustained winds, barometric pressure and storm surge potential, which are combined to estimate potential damage. Categories 3, 4, and 5 are classified "major" hurricanes. Hurricanes within this range comprise only 20 percent of total tropical cyclone landfalls, but they account for over 70 percent of the damage in the United States. **Table 5.5** describes the damage that could be expected for a tropical storm and each category of hurricane. Damage during hurricanes may also result from spawned tornadoes, storm surge and inland flooding associated with heavy rainfall that usually accompanies these storms.

TABLE 5.5: Hurricane Damage Classifications

STORM CATEGORY	DAMAGE LEVEL	WIND SPEED	DESCRIPTION OF DAMAGES	PHOTO EXAMPLE
Tropical Storm	MINOR	39-73 mph	Breaks twigs and branches off trees, damages signboards, and windows may break.	
1	MINIMAL	74-95 mph	No real damage to building structures. Damage primarily to unanchored mobile homes, shrubbery, and trees. Also, some coastal flooding and minor pier damage.	
2	MODERATE	96-110 mph	Some roofing material, door, and window damage. Considerable damage to vegetation, mobile homes, etc. Flooding damages piers and small craft in unprotected moorings may break their moorings.	
3	EXTENSIVE	111-129 mph	Some structural damage to small residences and utility buildings, with a minor amount of curtainwall failures. Mobile homes are destroyed. Flooding near the coast destroys smaller structures, with larger structures damaged by floating debris. Terrain may be flooded well inland.	
4	EXTREME	130-156 mph	More extensive curtainwall failures with some complete roof structure failure on small residences. Major erosion of beach areas. Terrain may be flooded well inland.	
5	CATASTROPHIC	157+ mph	Complete roof failure on many residences and industrial buildings. Some complete building failures with small utility buildings blown over or away. Flooding causes major damage to lower floors of all structures near the shoreline. Massive evacuation of residential areas may be required.	

Sources: National Hurricane Center; Federal Emergency Management Agency,
Tropical Storm Photo: FEMA/George Armstrong; Other Photos: PBS&J Photo Library

5.3.2 Location and Spatial Extent

Hurricanes and tropical storms threaten the entire Atlantic and Gulf seaboard of the United States. Coastal areas are directly exposed to the brunt of a land-falling storm, but its impact is often felt hundreds of miles inland. Volusia County is susceptible to all of the hazards wrought by hurricanes and tropical storms. All areas throughout the county are susceptible to the accompanying hazard effects including extreme wind, flooding, and tornadoes. In addition, the coastal areas of the county are extremely susceptible to the added effects of storm surge, wave action, coastal erosion and tidal flooding[3]. This includes the cities and towns of Ormond Beach, Holly Hill, Daytona Beach, South Daytona, Daytona Beach Shores, Port Orange, Ponce Inlet, New Smyrna Beach, Edgewater and Oak Hill.

The extent of tropical systems in terms of strength in Volusia County is fairly consistent when reviewing historical data. Storms to hit the county are primarily in the Tropical Storm to Category 1 range, with winds seldom exceeding 95 miles per hour. Winds have exceeded 100 miles per hour (Category 2 range) just three times since 1960 in Volusia County.

5.3.3 Historical Occurrences

According to NOAA historical storm track records, 94 hurricane or tropical storm tracks have passed within 75 miles of Volusia County since 1850.[4] This includes: zero (0) Category 5 hurricanes; three (3) Category 4 hurricanes; eight (8) Category 3 hurricanes; nine (9) Category 2 hurricanes; twenty-three (23) Category 1 hurricanes; and fifty-one (51) tropical storms. Of the recorded storm events, 25 had tracks that traversed directly through Volusia County. **Table 5.6** provides for each event the date of occurrence, name (if applicable), maximum wind speed (as recorded within 100 miles of Volusia County) and Category of the storm based on the Saffir-Simpson Scale. **Figure 5.3** shows the track of each recorded storm in relation to Volusia County and eastern Florida.

The Local Mitigation Strategy recognizes that with a changing climate, there is a potential for an increasing risk of environmental impacts from hurricanes that future mitigation and adaptation strategies related to this hazard should be considered.

TABLE 5.6: Historical Storm Tracks within 75 Miles of Volusia County (1850–2019)

DATE OF OCCURRENCE	STORM NAME	MAXIMUM WIND SPEED (MPH)	STORM CATEGORY
10/20/1941	Not Named	35	Tropical Storm
10/19/1944	Not Named	65	Category 1 Hurricane
06/24/1945	Not Named	80	Category 1 Hurricane
09/16/1945	Not Named	110	Category 1 Hurricane
10/08/1946	Not Named	40	Tropical Storm
11/02/1946	Not Named	35	Tropical Storm

[3] Distinct hazard area locations for flooding, storm surge, and coastal erosion are discussed elsewhere in this section.
[4] These storm track statistics do not include tropical depressions or extratropical storms. Though these related hazard events are less severe in intensity, they may indeed cause significant local impact in terms of rainfall and high winds.

TABLE 5.6: Historical Storm Tracks within 75 Miles of Volusia County (1850–2019)

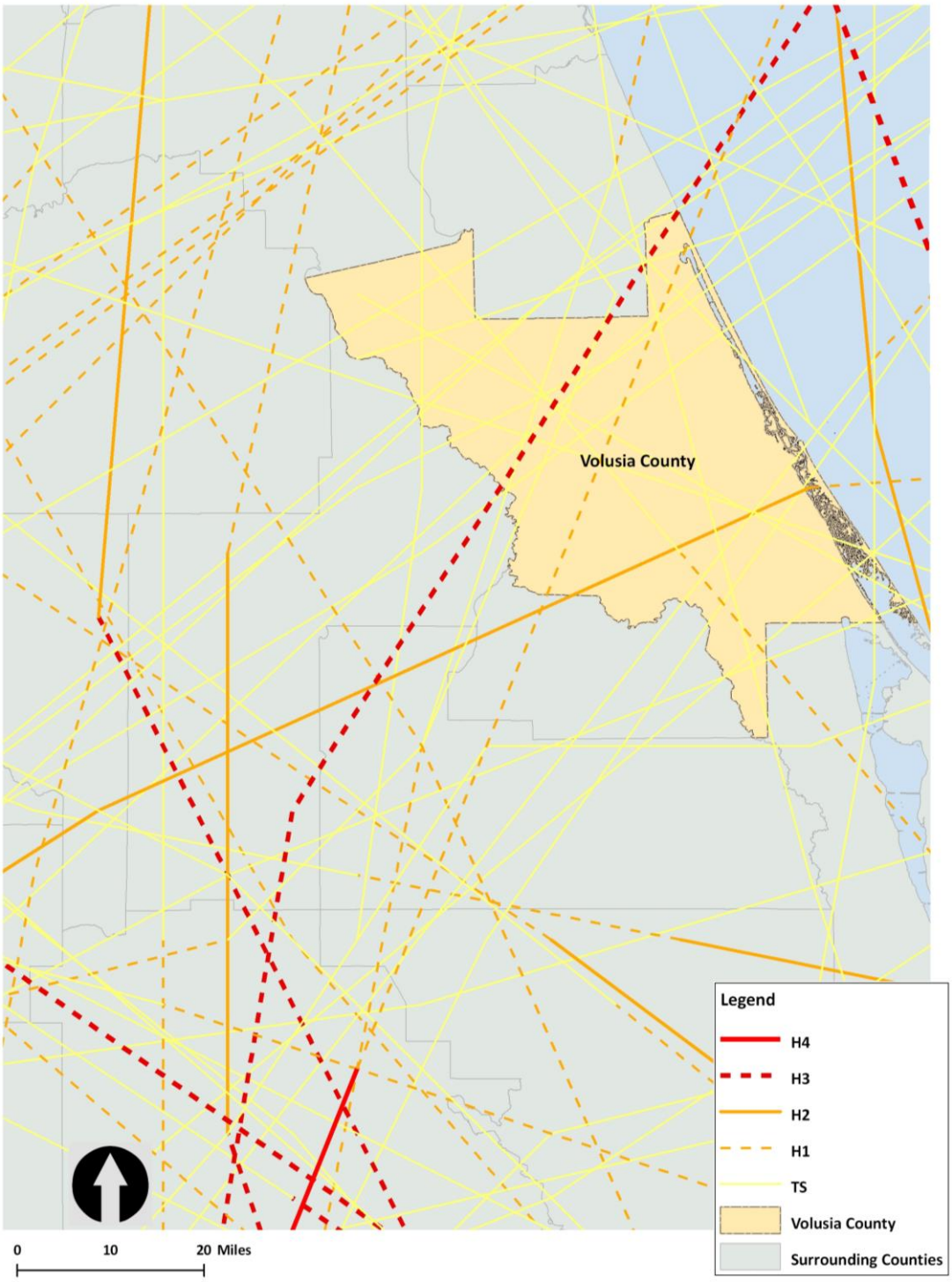
DATE OF OCCURRENCE	STORM NAME	MAXIMUM WIND SPEED (MPH)	STORM CATEGORY
09/23/1947	Not Named	50	Tropical Storm
08/27/1946	Not Named	130	Category 4 Hurricane
09/06/1950	EASY	85	Category 2 Hurricane
10/18/1950	KING	75	Category 1 Hurricane
10/09/1953	HAZEL	55	Tropical Storm
09/11/1960	DONNA	105	Category 3 Hurricane
08/27/1964	CLEO	75	Category 1 Hurricane
09/10/1964	DORA	100	Category 3 Hurricane
06/04/1968	ABBY	55	Tropical Storm
10/19/1968	GLADYS	70	Category 1 Hurricane
8/20/1976	DOTTIE	45	Tropical Storm
09/03/1979	DAVID	85	Category 2 Hurricane
09/04/1979	DAVID	85	Category 2 Hurricane
08/19/1981	DENNIS	40	Tropical Storm
08/25/1983	BARRY	40	Tropical Storm
09/10/1984	DIANA	60	Tropical Storm
09/28/1984	ISIDORE	45	Tropical Storm
07/24/1985	BOB	60	Tropical Storm
10/10/1985	ISABEL	45	Tropical Storm
08/28/1988	CHRIS	40	Tropical Storm
11/23/1988	KEITH	55	Tropical Storm
11/17/1994	GORDON	55	Tropical Storm
08/02/1995	ERIN	75	Category 1 Hurricane
08/24/1995	JERRY	35	Tropical Storm
10/16/1999	IRENE	65	Category 1 Hurricane
09/14/2001	GABRIELLE	60	Tropical Storm
08/13/2004	CHARLEY	125	Category 4 Hurricane
09/05/2004	FRANCES	80	Category 1 Hurricane
09/26/2004	JEANNE	95	Category 2 Hurricane
10/05/2005	TAMMY	45	Tropical Storm
08/21/2008	FAY	45	Tropical Storm
10/26/2012	SANDY	43	Tropical Storm
06/06/2016	COLIN	45	Tropical Storm
10/06/2016	MATTHEW	84	Category 1 Hurricane
09/10/2016	IRMA	68	Category 1 Hurricane
09/02/2019	DORIAN	45	Tropical Storm

Source: National Climatic Data Center

***NOTE: ALL HISTORICAL OCCURRENCES IN THIS REPORT ARE THE MOST RECENT AS DOCUMENTED BY THE NATIONAL CLIMATIC DATA CENTER. PLEASE NOTE THAT THESE OCCURRENCES ALSO SERVE AS HISTORICAL DATA FOR STORM SURGE OCCURRENCES. ***

FIGURE 5.2: Historical Storm Tracks within 75 Miles of Volusia County

Source: National Oceanic and Atmospheric Administration



Some of the notable tropical cyclone events that occurred in Volusia County within the last two decades are described below:

Tropical Storm Gordon, 1994: Tropical Storm Gordon made landfall in South Florida on November 13, 1994. Gordon caused a total of 8 deaths, 43 injuries, and $400 million in damages ($605,793,853; 2009 dollars). It affected a number of Florida Counties, including Dade and Brevard, but Volusia was hit especially hard. Volusia County experienced $500,000 in both agricultural and property damage. Single-family, multi-family, and mobile home structures (a total of 1236 units) reported flood damage and losses were estimated at over $26 million.

Hurricane Floyd, 1999: On September 15, 1999, the center of Hurricane Floyd passed about 115 statute miles off the coast of Central Florida, causing substantial damage to the coastal counties of Brevard and Volusia. Winds gusts near 70 miles per hour were reported in both counties. In total, Floyd caused over $61 million in property damage, but there were no reports of deaths or injuries ($81,978,899; 2009 dollars). Over $42 million in damages were reported in Volusia County, $10 million of which was attributed directly to coastal erosion. In addition, over 300 homes were damaged from wind and trees.

Hurricane Irene, 1999: Hurricane Irene reached hurricane status over the Florida Straits and the calm of the center moved over Key West on October 15, 1999. Most of the hurricane force winds were confined to the east of Irene's center over the lower to middle Keys. As Hurricane Irene moved across Southeast Florida, it brought tropical storm conditions with sustained winds between 39 and 73 miles per hour. Hurricane Irene caused considerable damage in South Florida due to flooding. In some residential areas, flooding lasted for a week, displacing several hundred people and isolating thousands more. Volusia County estimated that damages to approximately 185 properties; totaling more than $16.8 million. The total losses (agricultural and property) were estimated near $800 millions in of the state of Florida. An estimated 700,000 costumers lost electricity. There were eight indirect deaths reported in Florida.

Hurricane Charley, 2004: Hurricane Charley produced wind gusts over 80 miles per hour as it traversed Volusia County on August 13, 2004. The storm caused over $106 million in property damages in Volusia County. In addition, two fatalities were attributed to Hurricane Charley. Widespread power outages, roadway flooding, and fallen trees also occurred. A strong F1 tornado also touched down in South Daytona Beach contributing to the total damage from the event.

Hurricane Frances, 2004: Hurricane Frances, a Category 2 storm, made landfall on September 4, 2004 in Martin County, Florida. As it moved north, Volusia County experienced hurricane force wind for several hours. Daytona Beach International Airport recorded wind gusts of 94 miles per hour. In addition to wind impacts, over 13 inches of rain fell in Volusia County which caused substantial flooding. Wind and flooding impacts resulted in damages of over $390 million within Volusia County. Total damage estimates for all impacted counties include over $4.8 billion for property damage and $93.2 million for crop damage. Despite widespread and severe damage, no deaths or injuries were reported.

Hurricane Jeanne, 2004: Hurricane Jeanne made landfall on the east coast of Florida on September 26, 2004, with winds estimated at 120 mph. Wide spread rainfall of up to eight inches accompanied Hurricane Jeanne as it moved across eastern, central and northern Florida. A narrower band of 11 to 13 inches was observed in the vicinity of the eye wall track over Osceola, Broward and Indian River counties of east central Florida. A storm surge of approximately four feet above normal astronomical tide levels was measured at Trident Pier at Port Canaveral, Florida about an hour after landfall. Storm surge

flooding of up to six feet above normal tides likely occurred along the Florida east coast from the vicinity of Melbourne southward to Ft. Pierce. Damages were estimated to be over $59 million in Volusia County. The American Insurances Service Group reported that Frances caused a total of $4.11 billion in Florida. There were three direct deaths reported in Florida, with total deaths exceeding 3,000.

Tropical Storm Fay, 2008: Moving over Key West, Tropical Storm Fay made its first Florida landfall on August 18, 2008. As the tropical storm drifted north in the Volusia County off shore waters, hours of heavy rain fell across southern Volusia County. Tropical Storm Fay's primary impact was inland flooding. Rainfall amounts ranged from three to five inches over Miami-Dade and Broward counties and seven to 10 inches over northern Collier, Hendry and Glades counties near the center path of Fay. Storm surges were relatively minimal for this tropical storm. In Florida, wind damage was confined to mostly downed trees and power lines, plus minor roof damage to homes. Homes, personal property and motor vehicles were the primary damage losses in the United States. Volusia County reported damages in excess of $13.5 million. The total damage estimate, compiled by the Property Claim Services, is $245 million, including $195 million in Florida. Flood damage losses reported by the National Flood insurance Program were about $36 million.

Tropical Storm Sandy, 2012: A New Smyrna Beach mesonet site (XNSB) recorded sustained north winds of 43 mph and other spotter reports confirmed tropical storm winds along the immediate coast of Volusia County. Gusts of 50-55 mph occurred, especially during passing squalls. Hurricane Sandy moved slowly northwest, parallel to the Florida Coast, approximately 200-250 miles offshore.

Hurricane Matthew, 2016: Matthew paralleled the Florida coast, remaining just offshore as a Category 3 hurricane. The eye reached its closest point of approach to land, only 25 miles east of Cape Canaveral near 0800LST on October 7, and was 35 miles east of Daytona Beach around 1100LST, as it continued moving northwest, just offshore the northeast Florida coast. Hurricane force winds (sustained or frequent gusts) affected coastal areas from Vero Beach northward, extending inland across the mainland portions of Brevard and Volusia Counties, with tropical storm force winds experienced across much of the remainder of east-central Florida.

Hurricane Irma, 2017: Hurricane Irma made a northerly turn toward Florida on Sunday, September 10. Hurricane Irma had maximum sustained winds of 185 MPH at its peak in the Atlantic Ocean, which it maintained for over 35 hours, making it one of the strongest storms on record in the Atlantic basin. Making its second continental U.S. landfall, Irma slowly weakened as it continued north-northwestward across north Florida and southwest Georgia through Monday September 11.

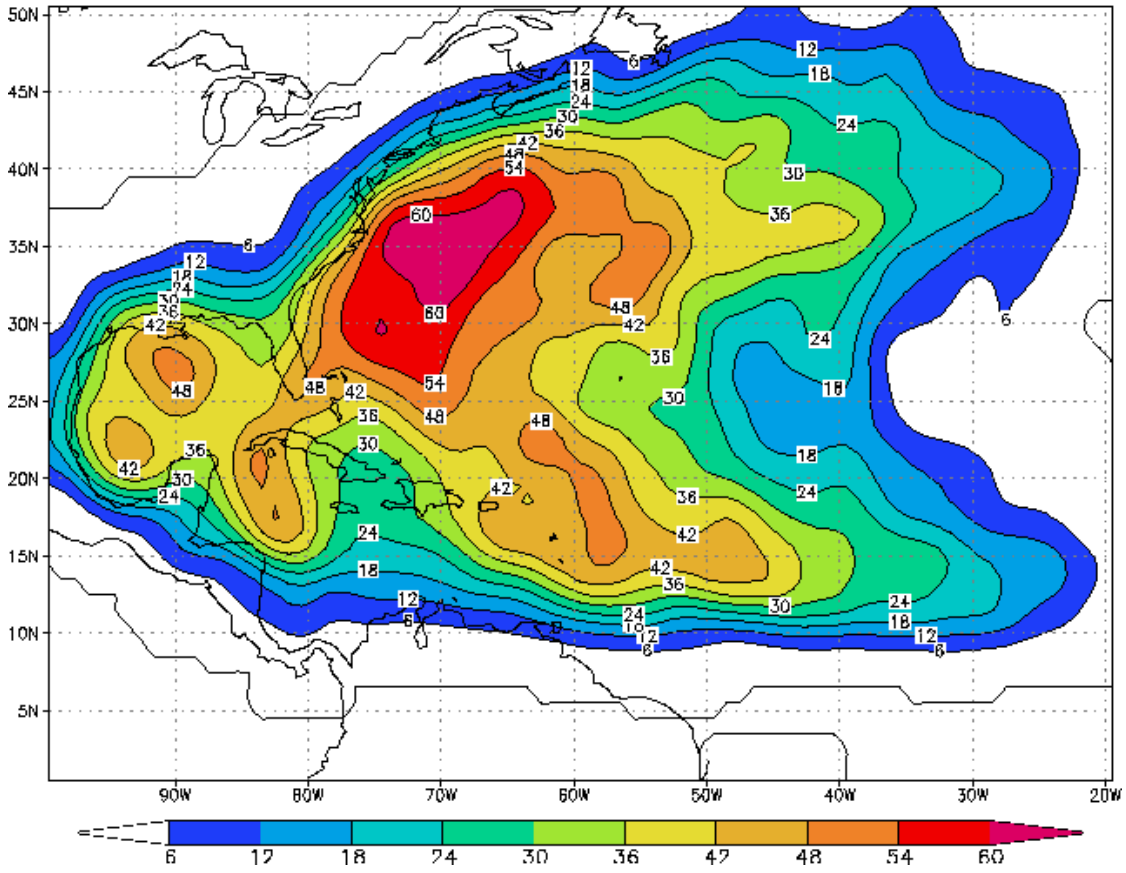
Hurricane Dorian, 2019: On September 1, Dorian reached Category 5 intensity, with maximum sustained winds of 185 mph, and a maximum central pressure of 910 mb (26.87 inHg) while making landfall in Elbow Cay, Bahamas. Dorian made another landfall on Grand Bahama several hours later. The ridge of high pressure steering Dorian westward collapsed on September 2, causing Dorian to stall just north of Grand Bahama for about a day. It is the strongest known system to impact the Bahamas. A combination of cold water upwelling and an eyewall replacement cycle weakened Dorian to a Category 2 hurricane on the next day. On the morning of September 3, Dorian began to move slowly towards the north-northwest.

5.3.4 Probability of Future Occurrences

The probability of future hurricane and tropical storm events for Volusia County is high. According to NOAA statistical data, Volusia County is located in an area with an annual probability of a named storm between 36 and 42 percent.

Figure 5.3 shows for any particular location what the chance is that a tropical storm or hurricane will affect the area sometime during the Atlantic hurricane season. This illustration was created by NOAA's Hurricane Research Division using data from 1944 to 1999 and counting hits when a storm or hurricane was within approximately 100 miles (165 km) of each location.

FIGURE 5.3: Empirical Probability of a Named Hurricane or Tropical Storm



Source: National Oceanic and Atmospheric Administration

The probability of storm occurrences will vary significantly based on the return interval for different categories of magnitude. The probability of less intense storms (lower return periods) is higher than more intense storms (higher return periods). **Table 5.7** profiles the average potential peak gust wind speeds for each jurisdiction that can be expected in Volusia County during a hurricane event for various return periods according to FEMA's HAZUS-MH®.

TABLE 5.7: Average Peak Gust Wind Speeds (MPH) vs. Return Period

JURISDICTION	10-YEAR	20-YEAR	50-YEAR	100-YEAR	200-YEAR	500-YEAR	1,000-YEAR
Daytona Beach	70.9	84.2	100.0	110.7	120.2	130.9	138.7
Daytona Beach Shores	71.8	85.4	101.4	112.3	121.7	132.4	140.3
DeBary	69.4	82.3	97.6	107.6	116.5	125.8	132.6
DeLand	69.0	81.8	97.0	107.2	116.0	125.7	132.0
Deltona	69.8	82.6	98.2	108.6	117.6	126.9	133.9
Edgewater	71.9	85.6	101.7	112.2	121.5	131.5	138.9
Holly Hill	70.7	84.2	99.7	110.2	119.9	130.8	138.7
Lake Helen	69.6	82.7	97.9	108.3	117.4	126.7	133.6
New Smyrna Beach	72.0	85.7	101.9	112.4	121.8	131.8	139.4
Oak Hill	73.1	87.0	103.7	114.0	123.4	133.7	140.7
Orange City	69.2	82.1	97.3	107.4	116.3	125.7	132.4
Ormond Beach	70.5	84.0	99.5	110.2	119.8	130.6	138.4
Pierson	67.5	80.2	95.2	105.0	113.4	123.5	130.2
Ponce Inlet	71.8	85.5	101.6	112.3	121.7	132.0	140.0
Port Orange	71.2	84.7	100.5	111.4	120.7	131.0	138.9
South Daytona	71.2	84.7	100.6	111.4	120.7	131.3	139.2
Unincorporated	70.3	83.6	99.1	109.6	118.8	128.9	136.2

The Local Mitigation Strategy recognizes that with a changing climate, there is a potential for an increasing risk of environmental impacts from wind that future mitigation and adaptation strategies related to this hazard should be considered.

5.4 LIGHTNING

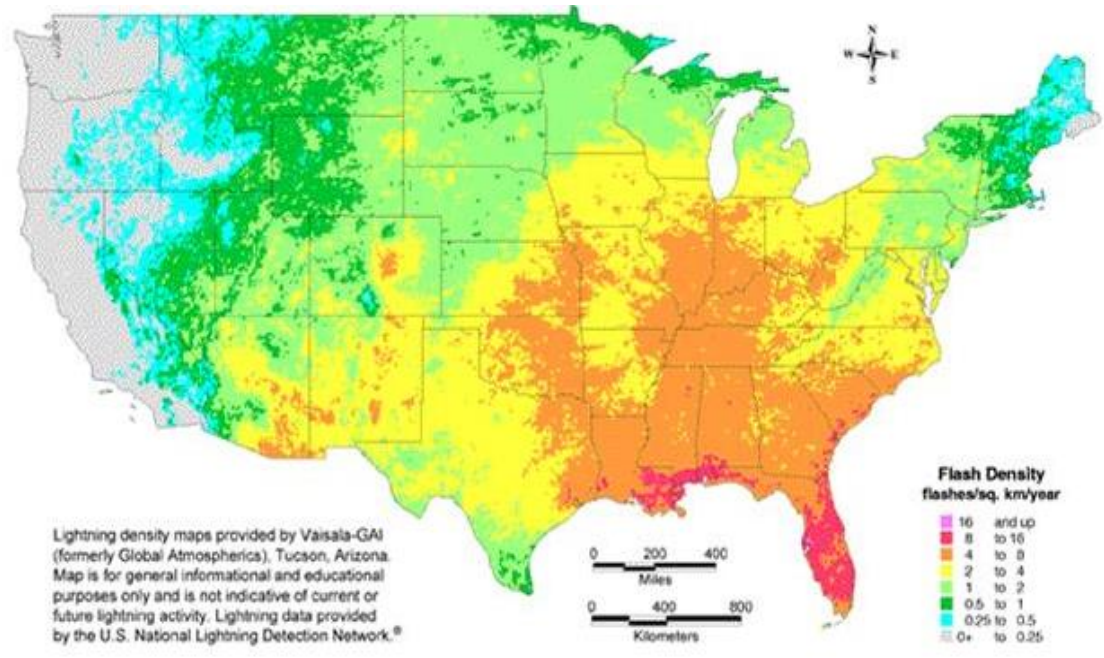
5.4.1 Background

Lightning is a discharge of electrical energy resulting from the buildup of positive and negative charges within a thunderstorm, creating a "bolt" when the buildup of charges becomes strong enough. This flash of light usually occurs within the clouds or between the clouds and the ground. A bolt of lightning can reach temperatures approaching 50,000 degrees Fahrenheit. Lightning rapidly heats the sky as it flashes but the surrounding air cools following the bolt. This rapid heating and cooling of the surrounding air causes the thunder which often accompanies lightning strikes. While most often affiliated with severe thunderstorms, lightning often strikes outside of heavy rain and might occur as far as 10 miles away from any rainfall.

According to FEMA, an average of 300 people is injured and 80 people are killed in the United States each year by lightning. Direct lightning strikes also have the ability to cause significant damage to buildings, critical facilities, and infrastructure. Lightning is also responsible for igniting wildfires that can result in widespread damages to property before firefighters have the ability to contain and suppress the resultant fire[5].

Volusia County is located in a region of the country that is particularly susceptible to lightning. **Figure 5.4** shows a lightning flash density map for the years 1996-2000 based upon data provided by Vaisala's U.S. National Lightning Detection Network (NLDN®).

FIGURE 5.5: Lightning Flash Density in the United States



Source: Vaisala U.S. National Lightning Detection Network

[5]Wildfires are discussed in Section 5.14.

5.4.2 Location and Spatial Extent

Lightning occurs randomly and is, therefore, impossible to predict where it will strike. It is assumed that all of Volusia County is uniformly exposed to lightning which strikes in very small, specific geographic areas. Impacts from lightning have included deaths and injuries, damage to electrical systems, and fires that have destroyed residential and commercial property.

5.4.3 Historical Occurrences

According to the National Climatic Data Center, there have been a total of 11 recorded lightning events in Volusia County since 2010 that resulted in $475,000 in damages, as listed in **Table 5.8**. However, these are only the lightning events that have been reported to NCDC. According to the emergency managers from various Volusia County jurisdictions thousands of lightning strikes occur each day during the summer afternoon thunderstorms. For example, in 1997 the Port Orange Police Department was struck by lightning twice in a two-week period, each time knocking out the 911 consoles. In addition, during September 2007, there was a lightning event that occurred in Port Orange causing damages totaling $310,000 to a property which had an appraisal value of $350,000 and another which occurred in August 2009, in DeBary causing damages of $500,000 to a church which had burned to the ground. Volusia has the second greatest number of lightning strikes in Florida, behind the Tampa Bay area. The corridor between I-75 and I-95 in the North Central Florida area experiences a high number of lightning strikes. **Table 5.8** is merely a sample of the lightning strikes that have occurred in the county.

TABLE 5.8: Historical Lightning Occurrences

LOCATION	DATE	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 dollars)	DESCRIPTION
Holly Hill	7/23/1994	0/1	$0	A 17-year-old male riding a bike was hospitalized with burns to his chest after lightning struck the boy.
New Smyrna Beach	9/18/1994	1/1	$0	A fast-moving thunderstorm, which had produced rain for only a few minutes, produced the flash which struck the victims directly. One death and one injury resulted.
New Smyrna Beach	6/24/1995	0/1	$0	A lifeguard on top of a high observation tower was struck and injured by lightning.
Ormond Beach	6/28/1995	0/1	$0	A woman was injured by lightning while talking on a telephone in her home.
Daytona Beach	9/23/1995	1/1	$0	Two men were struck by a lone lightning bolt. Both men were hospitalized in critical condition. One of the two died three days later.
DeBary	6/15/1996	0/0	$285,935	Fires started by lightning destroyed two condominiums.
New Smyrna Beach	6/19/1996	0/0	$100,077	Fire started by lightning severely damaged a house.

TABLE 5.8: Historical Lightning Occurrences

LOCATION	DATE	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 dollars)	DESCRIPTION
Edgewater	8/20/1997	0/1	$0	Lightning knocked a plumber unconscious while he was under a mobile home.
New Smyrna Beach	8/3/1999	0/0	$4,032	A Volusia County Sheriff's Office horse was killed by lightning while standing under a tree.
Daytona Beach	7/4/2002	0/0	$24,597	Lightning started a fire that damaged an apartment building in Daytona Beach.
Daytona Beach	7/4/2002	0/8	$0	Eight spectators were struck and injured by lightning at Daytona Beach International Speedway. Two of the victims were hospitalized. Six were treated and released at the scene.
Port Orange	8/3/2002	1/0	$0	A 62-year-old man was killed by lightning outside his home.
Edgewater	8/20/2002	0/0	$18,448	Lightning started a fire that damaged a carpet store in Edgewater.
Oak Hill	7/21/2003	0/0	$35,822	Fire started by lightning destroyed a mobile home.
Deltona	8/25/2003	0/0	$298,513	Fire from a lightning strike destroyed a church in Deltona.
Port Orange	9/14/2003	0/0	$298,513	Lightning struck a warehouse in Port Orange.
Daytona Beach	6/3/2004	0/2	$0	Two spectators suffered minor injuries from a lightning strike at Daytona Beach International Speedway.
Pierson	7/7/2004	0/2	$0	Two convenience store workers were briefly hospitalized after being injured by a lightning strike while working in the store kitchen.
Edgewater	5/24/2005	0/1	$0	A 27-year-old man was seriously injured by lightning while in a wooded area near Edgewater.
DeLand	7/29/2005	0/0	$0	Lightning strikes downed trees and power lines in DeLand.
DeBary	5/26/2006	0/1	$0	A woman carrying a child outside was struck by lightning. The child was uninjured. The woman was transported to a hospital in critical condition.
Deltona	6/25/2007	0/0	$26,523	Lightning heavily damaged a home in Deltona.
Ponce Park	9/12/2007	0/2	$0	A small boat was struck by lightning in the Halifax River, resulting in minor injuries for two people.
DeBary	7/16/2008	0/0	$4,120	Lightning ignited a barn fire near DeBary.
DeBary	7/16/2008	0/0	$500,000	A lightning strike from an intense

TABLE 5.8: Historical Lightning Occurrences

LOCATION	DATE	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 dollars)	DESCRIPTION
				thunderstorm started a fire with burned a church to the ground.
Holly Hill	7/24/2009	0/1	$0	Sea breeze boundaries collided over coastal Volusia County, resulting in the rapid development of a severe storm near Ormond Beach. This cell then back-built south-southwest along a boundary during the late afternoon, producing a complex of strong to severe cells farther inland. A waterspout developed within the initial severe cell offshore of Ormond Beach and moved onto the beach as a tornado, reaching the adjacent backyard of several homes just beyond the beach. This vortex meandered south along the beach and near-shore Atlantic waters for about ten minutes. Early in the evening, another tornado (EF-0) developed inland over Port Orange and damaged 150 mobile homes before lifting.
Daytona Beach	8/05/2009	0/1	$0	Strong thunderstorms produced frequent cloud to ground lightning strikes across Volusia County. Two individuals were injured by lightning strikes in separate incidents about 30 minutes apart within Daytona Beach.
South Peninsula	8/05/2009	0/1	$0	Strong thunderstorms produced frequent cloud to ground lightning strikes across Volusia County. Two individuals were injured by lightning strikes in separate incidents about 30 minutes apart within Daytona Beach.
DeBary	8/20/2009	0/0	$4,000	Sea breeze thunderstorms produced lightning across central Florida. Lightning ignited a barn fire near DeBary.
Blake	6/9/2015	0/1	$0	Lightning associated with thunderstorms developing along the east coast sea breeze injured a boy fishing in the water at Daytona Beach Shores.
Harbor Point	6/26/2015	1/0	$0	Thunderstorms developed over northern Volusia County along the east coast sea breeze. Lightning struck and killed a 25-year-old male in Port Orange as he worked outdoors.
Blake	6/24/2016	1/2	$0	Lightning from a thunderstorm located about 4 miles to the north struck a woman walking at waters edge on Daytona Beach Shores,

TABLE 5.8: Historical Lightning Occurrences

LOCATION	DATE	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 dollars)	DESCRIPTION
				resulting in a fatality.
Ponce Park	8/14/2016	0/1	$0	A severe thunderstorm produced wind damage to trees and structures in Lake County during the middle of the afternoon. About an hour later, another storm produced lightning which injured a man on a Volusia County beach.
Ellison Acres	1/7/2017	0/1	$0	A line of strong thunderstorms moved quickly east across Volusia County early in the morning, crossing Ponce Inlet prior to sunrise. A fisherman on the north jetty was injured when lightning struck his fishing pole.
Ormond by the Sea	7/22/2017	0/1	$0	Lightning struck close to a woman standing in shallow water in Ormond by the Sea, resulting in injuries.
Maytown	8/5/2017	0/0	$200,000	An afternoon thunderstorm produced a lightning strike that hit a house in Oak Hill. The house caught fire and suffered extensive damage. No injuries or fatalities were reported.
Ellison Acres	6/14/2018	0/3	$0	Numerous showers and thunderstorms developed along the collision of the east and west coast sea breeze in eastern Orange and eastern Seminole County. One storm became strong and produced penny sized hail just east of Geneva. Then, as these storms pushed east towards the coast, one storm produced a lightning strike that injured three people that were near the edge of the boardwalk in New Smyrna Beach.
Harbor Point	6/21/2018	0/0	$275,000	This storm produced a severe wind gust in Melbourne Beach. In Port Orange, a home was destroyed after being struck by lightning and catching fire.
DeLand	8/28/2018	0/1	$0	A woman standing in a parking lot in Deland was struck and seriously injured by a lightning strike.
Ormond Beach	6/9/2019	1/0	$0	A motorcyclist was killed when he was struck by lightning while on Interstate 95 in Volusia County.

Source: National Climatic Data Center

NOTE: ALL HISTORICAL OCCURRENCES IN THIS REPORT ARE THE MOST RECENT AS DOCUMENTED BY THE NATIONAL CLIMATIC DATA CENTER

5.4.4 Probability of Future Occurrences

The probability of occurrence for future lightning events in Volusia County is high. According to NOAA, Volusia County is located in an area of the country that experiences 8-16 lightning flashes per square kilometer per year (approximately 20,224 to 40,448 flashes countywide per year). Given this regular frequency of occurrence, it can be expected that future lightning events will continue to threaten life and property throughout Volusia County. The Local Mitigation Strategy recognizes that with a changing climate, there is a potential for an increasing risk of environmental impacts from hurricanes that future mitigation and adaptation strategies related to this hazard should be considered.

5.5 SEVERE WINTER STORM

5.5.1 Background

A winter storm can range from a moderate snow over a period of a few hours to blizzard conditions with blinding wind-driven snow that lasts for several days. It may include snow, sleet, freezing rain, or a mix of these wintry forms of precipitation. Some winter storms might be large enough to affect several states, while others might affect only localized areas. Occasionally, heavy snow might also cause significant property damages, such as roof collapses on older buildings. All winter storm events have the potential to present dangerous conditions to Volusia County. Larger snowfalls pose a greater risk, reducing visibility due to blowing snow and making driving conditions treacherous. A heavy snow event is defined by the National Weather Service as an accumulation of 4 of more inches in 12 hours or less. A blizzard is the most severe form of winter storm. It combines low temperatures, heavy snow, and winds of 35 miles per hour or more, which reduces visibility to a quarter mile or less for at least three hours. Winter storms are often accompanied by sleet, freezing rain, or an ice storm.

Sleet is defined as partially frozen raindrops or refrozen snowflakes that form into small ice-pellets before reaching the ground. They typically bounce when they hit the ground and do not stick to the surface. However, it does accumulate like snow, posing similar problems and has the potential to accumulate into a layer of ice on surfaces. Freezing rain, conversely, usually sticks to the ground, creating a sheet of ice on the roadways and other surfaces. All of the winter storm elements – snow, low temperatures, sleet, ice, etc- have the potential to cause significant hazard to a community. Even small accumulations can down power lines and trees limbs and create hazardous driving conditions. Severe winter storms affect the entire county uniformly, as these are typically not localized events in Florida.

5.5.2 Location and Spatial Extent

Nearly the entire continental United States is susceptible to winter storms, but the degree of exposure typically depends on the normal expected severity of local winter weather. Volusia County, being in the southern portion of the nation, rarely experiences winter weather events, and thus has a much lower risk than more northern areas of the country. Typically, there have not been many winter storms that have caused damage in Volusia County. However, there were two severe winter storms that killed many of the orange groves in the 80’s. Future impacts throughout Volusia County could include damage to crops, nurseries and tree farms (e.g., Pierson is the fern capital of the world), and other vegetation; sleet could increase the number of vehicular accidents); and the increased use of alternate heating sources in homes could cause potential structural fires. Also, agriculture may be disproportionately affected.

A severe winter storm occurs when the surface air temperature is expected to be 32°F or below over a widespread area for at least 3 or more consecutive days (this is the minimum extent of a severe winter storm). Use of the term is usually restricted to aversive situations or occasions when wind or other conditions prevent frost. "Killing" may be used during the growing season when the temperature is expected to be low enough for a sufficient duration to kill all but the hardiest herbaceous crops. Extreme cold can immobilize an entire region. Even areas, such as Volusia County, that normally

experience mild winters can be hit with a major extreme cold winter event. Winter storms can result in ice, localized flooding, closed highways, and blocked roads, downed power lines and hypothermia.

There is a low probability that Volusia County will experience 72 consecutive hours of temperatures below 32°F on an annual basis. However, outlier storms (such as the *Great Blizzard of 1899*) have been observed within Volusia County and are often the result of arctic activity that affects the entire North American continent. These events are of low probability on an annual basis but can occur.

Volusia County is more likely to experience freezing temperatures for much shorter durations of time. More specifically, temperatures tend to dip below the freezing threshold during night time from the months of November to February.

However freezing temperatures are not likely to persist for more than 24 hours at a time. In most circumstances, temperatures will only dip below freezing for a small number of hours during the night time. A number of these events were reported in Volusia County in the 2014- and 2015-time frame, one of the most recent and severe being the 'polar vortex' super storm on January 6th and 7th, 2014. Although temperatures dipped to freezing levels during this event, highs in the 50's were reported in Volusia and throughout Central Florida during the day time.

Temperatures within Volusia County, Florida were recorded as low as 6 degrees Fahrenheit in December 1962, according to the National Oceanographic and Atmospheric Administration. Temperatures dropped to 6 degrees for five consecutive days, although the temperature did not sustain at this level continuously. These temperatures can be experienced in the future in Volusia County, Florida.

5.5.3 Historical Occurrences

Despite the rare chance of winter storm occurrence, one snow event was reported in 2008 according to NCDC. On January 3, 2008, cold breezes off the Atlantic produced brief snow flurries along the coast of Volusia County. On January 9, 2010 sleet was reported in Volusia County. According to an Emergency Operations Management Volusia County manager, there were also two severe winter freezes in the mid to late 80's. These events killed many orange groves in Volusia County and around the state. There were no reports of death, injuries, or property damage as a result of the winter weather. Also, in 1899, a rare blizzard struck the state of Florida, inundating much of the state in up to one-foot of snow. There are no official historic occurrences of this hazard on the National Climatic Data Center web database.

5.5.4 Probability of Future Occurrences

There is a low probability of future winter storm occurrences in Volusia County; however, outlier storms such as the 1899 Blizzard can occur with an extremely low probability. Winter storm events will remain an infrequent occurrence in Volusia County. Given the average winter temperature of 61.5 degrees Fahrenheit, it is highly unlikely that a winter event beyond light snow will occur.

The Local Mitigation Strategy recognizes that with a changing climate, there is a potential for an increasing risk of environmental impacts from hail and that future mitigation and adaptation strategies related to this hazard should be considered.

5.6 Thunderstorm

5.6.1 Background

Thunderstorms are common throughout Florida and occur throughout the year. Although thunderstorms generally affect a small area, they are very dangerous given their ability to produce accompanying hazards including high winds, hail, and lightning which all may cause serious injury or death, in addition to property damage[6].

According to the National Weather Service, more than 100,000 thunderstorms occur each year, though only about 10 percent of these storms are classified as "severe." A severe thunderstorm occurs when the storm produces one of three elements: 1) Hail of three-quarters of an inch; 2) Tornado; 3) Winds of at least 58 miles per hour.

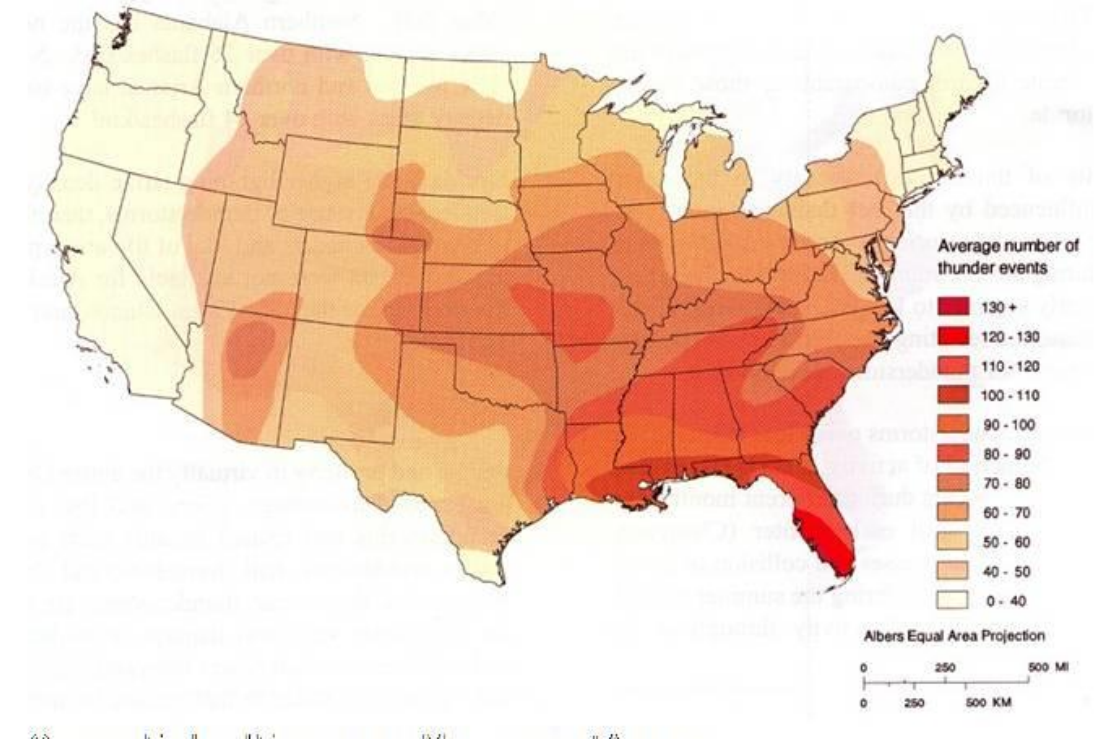
Three conditions need to occur for a thunderstorm to form. First, it needs moisture to form clouds and rain. Second, it needs unstable air, such as warm air that can rise rapidly (this often referred to as the "engine" of the storm). Finally, thunderstorms need lift, which comes in the form of cold or warm fronts, sea breezes, mountains, or the sun's heat. When these conditions occur, air masses of varying temperatures meet, and a thunderstorm is formed. These storm events can occur singularly, in lines, or in clusters. Further, they can move through an area very quickly or linger for several hours.

Severe weather has the ability to affect all jurisdictions within Volusia County and their duration can span from localized events (less than 10 minutes locally) to hours-long events (primarily in the case of hurricanes or large tropical systems). Please reference the table that depicts thunderstorm days per year for a scope on the annual average number of thunderstorm events per year. This table depicts the relatively high risk that Florida faces as compared to the rest of the United States. Lightning incidence within Central Florida is among the heaviest in the world; the only other comparable areas include tropical areas of Africa in terms of lightning strike density. Please reference the lightning map within this report.

The National Weather Service collected data for thunder events and lightning strike density for the 30-year period from 1948 to 1977. A series of maps were generated showing the annual average thunder event duration, the annual average number of thunder events and the mean annual density of lightning strikes. **Figure 5.5** illustrates thunderstorm hazard severity based on the annual average number of thunder events from 1948 to 1977. Volusia County falls into the range of an average of 110 – 120 thunderstorm events annually.

[6] Lightning and Hail are discussed in detail as separate hazards in this section.

Figure 5.5: Average Annual Number of Thunder Events



Source: Federal Emergency Management Agency

5.6.2 Location and Spatial Extent

Severe thunderstorms and their related hazardous elements (including lightning, hail, and straight-line winds) are not confined to any geographical boundaries and typically are widespread events (**Figure 5.5**). Further, while thunderstorms can occur in all regions of the United States, they are most common in the central and southern states because atmospheric conditions in those regions are favorable for generating these powerful storms. Therefore, it is assumed that Volusia County would be uniformly exposed to these hazards and that the spatial extent of that impact would potentially be large. The extent of thunderstorm severity varies on an event-by-event-basis and is generally subject to the atmospheric conditions present at the time. While light thunderstorms are more common in frequency, severe thunderstorms (with associated Severe Thunderstorm Warnings) which include the added impacts of lightning and (more rarely) hail occur several times per year in Volusia County.

5.6.3 Historical Occurrences

According to the National Climatic Data Center, Volusia County has experienced approximately 195 thunderstorm events since 1950. Further, 34 of these thunderstorm events resulted in property damage totaling over $2.5 million. **Table 5.9** shows historic thunderstorm events, including thunderstorm winds and high winds, which resulted in property damage in Volusia County. (Other windstorms, such as tornadoes and hurricanes, are addressed separately in this section.) In addition to property damage, these severe thunderstorm events resulted in two injuries and over $70,000 in crop damage.

TABLE 5.9: Historical Thunderstorm Occurrences Resulting in Property Damage

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 Dollars)	DESCRIPTION
Pierson	3/27/2000	Thunderstorm Winds	0/0	$19,572	Severe thunderstorm winds blew down trees on a house near Pierson.
Deltona	7/26/2000	Thunderstorm Winds	0/1	$15,657	Thunderstorm winds blew down power lines and trees in the Deltona Area. One woman was injured when a tree fell on her car as she was driving in Deltona.
Orange City	9/03/2000	Thunderstorm Winds	0/0	$39,143	Thunderstorm winds blew down numerous trees and power lines in Orange City. Falling trees damaged six residences.
Emporia	9/04/2000	Thunderstorm Winds	0/0	$13,048	Thunderstorm winds blew down a large shed cover at a fern nursery.
Daytona Beach	3/13/2001	Thunderstorm Winds	0/1	$38,003	Strong microburst winds hit the barrier island in Daytona Beach destroying a large tent and a beach tollbooth. One person was injured.
Daytona Beach	6/16/2001	Thunderstorm Winds	0/0	$19,002	Thunderstorm winds blew a 50 foot section off the roof of a restaurant in Daytona Beach.
New Smyrna Beach	8/21/2001	Thunderstorm Winds	0/0	$20,268	Thunderstorm winds swept across the New Smyrna Beach Airport overturning a small plane and damaging six others.
DeBary	8/05/2002	Thunderstorm Winds	0/0	$12,299	Thunderstorm winds blew down trees on a mobile home in Debary.
Deltona	3/07/2003	Thunderstorm Winds	0/0	$1,194	Thunderstorm winds blew down numerous trees and power lines in Deltona.
Deltona	3/19/2003	Thunderstorm Winds	0/0	$119,405	Strong thunderstorm winds swept across the Deltona area blowing down dozens of trees that damaged houses and vehicles.
Holly Hill	7/12/2003	Thunderstorm Winds	0/0	$21,493	Thunderstorm winds destroyed a large gas station roof awning in Holly Hill.
Osteen	4/08/2004	Thunderstorm Winds	0/0	$255,040	Thunderstorm winds produced widespread damage to a mobile home community southwest of Osteen. Many of the homes had damage to attached sun rooms, awnings and sheds. About 15 trees were blown down. The event was accompanied by a large amount of small hail.
Port Orange	6/16/2005	Thunderstorm Winds	0/0	$45,020	Thunderstorm winds overturned a mobile home and damaged two others east of Port Orange.
Daytona Beach	6/17/2005	Thunderstorm Winds	0/0	$11,255	Thunderstorm winds blew down a large tree which damaged a truck.
Deltona	5/28/2006	Thunderstorm	0/0	$27,318	Thunderstorm winds downed power lines and power transformers in Deltona. downed

TABLE 5.9: Historical Thunderstorm Occurrences Resulting in Property Damage

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 Dollars)	DESCRIPTION
		Winds			trees
Daytona Beach Airport	7/15/2007	Thunderstorm Winds	0/0	$21,218	Thunderstorm winds peeled back part of a roof on an apartment complex on the barrier island. A band of thunderstorms moved from central Florida to the coast and Lake Okeechobee producing hail, strong winds and funnel clouds.
DeLand	4/03/2008	Thunderstorm Winds	0/0	$1,030	Thunderstorm winds blew down large tree branches that took out power lines in DeLand. Afternoon pulse thunderstorms produced wind damage in DeLand.
Edgewater	4/05/2008	Thunderstorm Winds	0/0	$8,240	Thunderstorm winds blew down trees and power lines in Edgewater. A pre-frontal squall line produced widespread wind damage and hail across central Florida.
New Smyrna Beach	4/05/2008	Thunderstorm Winds	0/0	$12,360	Thunderstorm winds blew down trees and power lines in New Smyrna Beach. A pre-frontal squall line produced widespread wind damage and hail across central Florida.
Ormond Beach	6/19/2008	Thunderstorm Winds	0/0	$2,060	Ormond Beach dispatch reported trees down on power lines at Nova Road. The daily east coast sea breeze pushed inland and produced thunderstorms over coastal sections of Central Florida.
Fatio	6/21/2008	Thunderstorm Winds	0/0	$5,150	Law enforcement reported three trees down across County Road 42. The daily east coast sea breeze pushed inland and produced thunderstorms over coastal and interior sections of Central Florida.
Beresford	6/21/2008	Thunderstorm Winds	0/0	$1,030	Law enforcement reported a large tree down across State Road 44. The daily east coast sea breeze pushed inland and produced thunderstorms over coastal and interior sections of Central Florida.
DeBary	10/9/2008	Thunderstorm Winds	0/0	$0	A north moving warm front produced widespread thunderstorms across central Florida.
Holly Hill	10/9/2008	Thunderstorm Winds	0/0	$0	A north moving warm front produced widespread thunderstorms across central Florida.
Osteen	10/9/2008	Thunderstorm Winds	0/0	$0	A north moving warm front produced widespread thunderstorms across central Florida.
Daytona Beach	10/9/2008	Thunderstorm Winds	0/0	$0	A north moving warm front produced widespread thunderstorms across central Florida.
Orange City	4/14/2009	Thunderstorm Winds	0/0	$0	A squall line well ahead of a cold front produced numerous thunderstorms with damaging straight-line winds, large hail and a brief, weak tornado. Several Line Echo Wave Pattern (LEWP) features were apparent on radar with rotating comma

TABLE 5.9: Historical Thunderstorm Occurrences Resulting in Property Damage

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 Dollars)	DESCRIPTION
					head signatures.
Harbor Point	6/18/2009	Thunderstorm Winds	0/0	$0	Numerous strong storms impacted central Florida ahead of a stalled frontal boundary far to the north. Local sea breeze interactions combined with a large-scale outflow boundary propagating to the region prompted the storm development. Many storms produced small hail and wind gusts 45-55 mph, with two storms strengthening to severe levels and resulting in damaging wind gusts.
DeLand	6/13/2009	Thunderstorm Winds	0/0	$0	Numerous strong storms developed over east central Florida, with a few strengthening to severe levels and producing wind damage and large hail.
DeLand	3/31/2009	Thunderstorm Winds	0/0	$0	A northward-lifting warm front combined with active sea breeze boundaries within an unstable atmosphere produced several severe thunderstorms with nickel to quarter sized hail and localized severe winds.
Lake Harney	8/3/2009	Thunderstorm Winds	0/0	$0	Thunderstorms along the east coast sea breeze boundary progressed inland and intensified to produce minor wind damage and a funnel cloud.
DeLand	1/21/2010	Thunderstorm Winds	0/0	$0	Numerous strong thunderstorms moved across the county, well ahead of a cold front during the late afternoon and evening. One of the storms became severe and produced localized wind damage. A funnel cloud was also observed by the Daytona Beach Airport (KDAB) weather observer.
Ormond Beach	6/3/2010	Thunderstorm Winds	0/0	$0	Numerous strong thunderstorms lifted northeast across east-central Florida from mid-afternoon through early evening. Two of the storms became severe and produced damaging winds which downed several trees and large limbs within Orange and Volusia Counties.
DeLand	8/22/2010	Thunderstorm Winds	0/0	$0	Saturated grounds from previous rains, along with recent heavy rain and 30 mph wind gusts from a thunderstorm passing 30 minutes earlier, caused a large pine tree to topple as a vehicle was traveling beneath, resulting in a fatality.
Ormond Beach	4/5/2011	Thunderstorm Winds	0/0	$0	A pre-frontal squall line crossed central Florida during the morning and early afternoon. A few of the storms became strong to severe and produced high winds and a funnel cloud, primarily across Volusia and Brevard Counties.
Volusia County	6/17/2011	Thunderstorm Winds	0/0	$0	Numerous strong to severe storms formed along the east coast sea breeze across the central Florida interior and Volusia County,

TABLE 5.9: Historical Thunderstorm Occurrences Resulting in Property Damage

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 Dollars)	DESCRIPTION
					producing dime to quarter sized hail and winds of 50 to 60 mph.
Volusia County	3/30/2011	Thunderstorm Winds	0/0	$0	A rare Florida derecho affected the region during the late afternoon and early evening, well ahead of a strong cold front. The rapidly moving squall line, contained multiple bow echoes as it moved across the central portion of Florida at 60 mph.
DeBary	3/30/2011	Thunderstorm Winds	0/0	$0	A rare Florida derecho affected the region during the late afternoon and early evening, well ahead of a strong cold front. The rapidly moving squall line, contained multiple bow echoes as it moved across the central portion of Florida at 60 mph.
DeBary	3/30/2011	Thunderstorm Winds	0/0	$0	A rare Florida derecho affected the region during the late afternoon and early evening, well ahead of a strong cold front. The rapidly moving squall line, contained multiple bow echoes as it moved across the central portion of Florida at 60 mph.
Deltona	3/30/2011	Thunderstorm Winds	0/0	$0	A rare Florida derecho affected the region during the late afternoon and early evening, well ahead of a strong cold front. The rapidly moving squall line, contained multiple bow echoes as it moved across the central portion of Florida at 60 mph.
DeLand	8/13/2011	Thunderstorm Winds	0/0	$5,000	An isolated severe thunderstorm developed along a boundary collision in central Volusia County and produced wind damage.
Glencoe	5/17/2012	Thunderstorm Winds	0/0	$0	The east coast sea breeze formed in the early afternoon and propagated inland, eventually colliding with the west coast sea breeze over the central peninsula. Storms moved to the east and northeast and produced large hail over Brevard and Volusia Counties.
Oak Hill	8/8/2012	Thunderstorm Winds	0/0	$0	A line of storms developed along the west coast sea breeze and intensified as it interacted with the east coast sea breeze. One of the storms in this line became severe near Haulover Canal.
Volusia County	6/30/2013	Thunderstorm Winds	0/0	$0	Deep southwesterly flow led to the development of several strong to severe thunderstorms, which moved from the Orlando area to the coast of Volusia and Brevard Counties. Peak winds gusts reached 66 mph in Orlando. Thunderstorm winds also peeled back part of a roof from a home in Port Orange.
Volusia County	9/11/2013	Thunderstorm Winds	0/0	$10,000	An isolated heavy shower moved onshore from the Atlantic late at night and produced wind damage to the upper story of an apartment complex.

TABLE 5.9: Historical Thunderstorm Occurrences Resulting in Property Damage

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 Dollars)	DESCRIPTION
Deltona	12/15/2013	Thunderstorm Winds	0/0	$1,000	A broken line of showers and thunderstorms moved rapidly southeast across Volusia County. Two cells along the line caused minor wind damage to trees, but no structural damage. Part of a tree fell onto powerlines and a vehicle in Deltona, and tree limbs temporarily blocked a road in Osteen.
Coronado Beach	02/12/2014	Thunderstorm Winds	0/0	$0	A squall line developed out ahead of a cold front over the eastern Gulf of Mexico. Thunderstorms within the squall line produced damaging winds and large hail (although hail was not reported in Volusia County)
Daytona Beach	04/01/2014	Thunderstorm Winds	0/0	$0	A broken line of showers moved northeast across Volusia and Brevard Counties. A severe thunderstorm developed near the northern edge of the line and caused localized wind damage near Daytona Beach International Airport and Embry-Riddle Aeronautical University Campus.
Cassadaga Lake Helen	6/10/2014	Thunderstorm Winds	0/0	$5,000	Thunderstorms developed over the interior and produced locally damaging winds along with quarter sized hail.
Daytona Airport	6/24/2014	Thunderstorm Winds	0/0	$0	A thunderstorm developed rapidly along the east coast sea breeze over coastal Volusia County and produced severe wind gusts and hail up to nickel size at Daytona Beach Airport.
DeLeon Springs	7/14/2014	Thunderstorm Winds	0/0	$0	Strong thunderstorms moved into western Volusia County and interacted with the east coast sea breeze.
Coronado Beach	7/25/2014	Thunderstorm Winds	0/0	$245,000	An EF-1 tornado touched down within a rural airpark and affected adjacent neighborhoods. Several buildings and small planes were damaged at the airpark, and many trees were damaged or uprooted within the adjacent neighborhood as the tornado tracked northeast. The thunderstorm which produced the tornado was also responsible for wind damage to a fence and the roof of an apartment building on the barrier island in New Smyrna Beach.
Orange City	6/1/2015	Thunderstorm Winds	0/0	$0	Several strong to severe thunderstorms developed along the east coast sea breeze as it pushed inland to the Interstate 4 corridor during the afternoon and interacted with other outflow boundaries. Large hail, up to golf ball sized was reported across DeBary, Sanford, Lake Mary, Altamonte Springs and Oakland. Strong winds also felled numerous trees and large tree branches leading to damage to homes and cars in DeBary, Astatula, and Lake Mary.

TABLE 5.9: Historical Thunderstorm Occurrences Resulting in Property Damage

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 Dollars)	DESCRIPTION
Lake Helen	3/24/2016	Thunderstorm Winds	0/0	$2,000	An upper level weather disturbance, together with a very unstable airmass and mesoscale boundaries resulted in numerous strong thunderstorms across the central Florida peninsula. Two of the storms produced large hail, from quarter to golf ball size.
Edgewater	9/13/2016	Thunderstorm Winds	0/0	$5,000	A tropical disturbance, with a well-defined surface circulation, moved onshore near Vero Beach during the early morning hours, then lifted northward along the coast to Volusia County (and beyond) through the evening. By late evening, the system was upgraded to Tropical Storm Julia, as it approached Jacksonville. A rain band associated with the system spawned an EF-0 tornado in southern Brevard County during the early afternoon, resulting in damage to a few residences. Other passing rain bands, produced strong wind gusts along the coast of Brevard and Volusia Counties, one of which resulted in damage to a home in Edgewater. A funnel cloud was also sighted in Lake County.
Hucomer	9/29/2016	Thunderstorm Winds	0/0	$0	A thunderstorm became severe over southeast Volusia County and produced damage to several trees and powerlines in the town of Edgewater.
New Smyrna Beach Fatio	1/22/2017	Thunderstorm Winds	0/0	$0	An unusually strong jet stream aided development of an intense squall line which moved rapidly across east central Florida during the evening of January 22. Several thunderstorms developed ahead of the main squall line and became severe, as well as other storms within the squall line itself. Reports of quarter sized hail, wind gusts over 60 mph and funnel clouds were received. A localized area of tree damage also occurred.
DeLand Airport Holly Hill	11/23/2017	Thunderstorm Winds	0/0	$50,000	A strong thunderstorm embedded within a rain area ahead of a cold front intensified as it traveled quickly northeast across Volusia County. Mobile homes were damaged well inland in Deland, then over 30 minutes later, the storm damaged mobile homes in Daytona Beach. Rain totals reached five to seven inches in a short period of time from Ormond-by-the-Sea to Holly Hill. High levels of standing water and some impassible roadways occurred.
DeLand Airport Allandale	4/15/2018	Thunderstorm Winds	0/0	$0	The Storm Prediction Center had designated a slight change of severe weather for all of east central Florida. A high amplitude shortwave over the Mississippi River Valley quickly moved south across the Florida

TABLE 5.9: Historical Thunderstorm Occurrences Resulting in Property Damage

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 Dollars)	DESCRIPTION
					peninsula during the afternoon and evening hours. A cold front associated with the intensifying trough was also observed crossing the Florida peninsula. Ahead of the cold front moderate thermodynamic instability with 700mb temperatures between -7 to -8 degrees Celsius, and 500mb between -9 to -10 degrees Celsius, resulting in lapse rates of 6-6.5 C/km. 90 knot winds atop a hot streak over the north central Gulf of Mexico created resulting flow from the southwest. Numerous showers and thunderstorms developed along the cold front, eventually forming a line that crossed across all of east central Florida.
Ormond Beach	7/22/2018	Thunderstorm Winds	1/1	$0	One person was killed, and another injured in Ormond Beach when winds from a non-severe thunderstorm knocked over a large, mostly dead tree onto them.
Deltona	5/4/2019	Thunderstorm Winds	0/0	$0	An area of high pressure located over the central Atlantic was the dominant feature affecting weather over central Florida. This led to west to southwest winds at the surface that pushed deep moisture from the Gulf across the area. Hot daytime temperatures, and cold temperatures in the middle atmosphere provided the necessary ingredients for strong to severe thunderstorms to develop.
DeLand	6/9/2019	Thunderstorm Winds	0/0	$0	Rich moist air was moving across the Florida peninsula as the area was sandwiched between the Atlantic high pressure to the south and a low-pressure system over the eastern half of the U.S. This combination of weather systems provided substantial energy in the atmosphere, that when combined with daytime heating and southwest winds at the surface led to the development of numerous strong thunderstorms across east central Florida. As these storms pushed across the peninsula they produced and interacted with many outflow boundaries and the east coast sea breeze. Several storms became severe as they moved over Seminole and Volusia Counties, where wind damage was reported. Also, a motorcyclist was killed when he was struck by lightning while on Interstate 95 in Volusia County.

Source: National Climatic Data Center

NOTE: ALL HISTORICAL OCCURRENCES IN THIS REPORT ARE THE MOST RECENT AS DOCUMENTED BY THE NATIONAL CLIMATIC DATA CENTER

5.6.4 Probability of Future Occurrences

Thunderstorms are frequent in Volusia County. During the summer, Volusia County experiences a thunderstorm nearly every afternoon. They will undoubtedly continue to occur, thereby threatening the lives, safety, and property in Volusia County. Therefore, the probability of future occurrences is high.

The Local Mitigation Strategy recognizes that with a changing climate, there is a potential for an increasing risk of environmental impacts from thunderstorms and that future mitigation and adaptation strategies related to this hazard should be considered.

5.7 TORNADO

5.7.1 Background

A tornado is a violent windstorm characterized by a twisting, funnel-shaped cloud extending to the ground. Tornadoes are most often generated by thunderstorm activity (but sometimes result from hurricanes and other tropical storms) when cool, dry air intersects and overrides a layer of warm, moist air forcing the warm air to rise rapidly. The damage caused by a tornado is a result of the high wind velocity and wind-blown debris, also accompanied by lightning or large hail. According to the National Weather Service, tornado wind speeds normally range from 40 to more than 300 miles per hour and are a few yards wide. The most violent tornadoes have rotating winds of 250 miles per hour or more and are capable of causing extreme destruction, carving a path over a mile wide and several miles long and turning normally harmless objects into deadly missiles.

Over 800 tornadoes are reported nationwide annually, resulting in an average of 80 deaths and 1,500 injuries (NOAA, 2007). They are more likely to occur during the months of March through May and can occur at any time of day, but are likely to form in the late afternoon and early evening. Further, the tornadoes associated with tropical cyclones are most frequent in September and October when the incidence of tropical storm systems is greatest. The destruction caused by tornadoes ranges from light to inconceivable depending on the intensity, size and duration of the storm. Typically, tornadoes cause the greatest damage to structures of light construction, including residential dwellings (particularly mobile homes). The magnitude of tornadic activity is reported using the Enhanced Fujita Scale (**Table 5.10**). However, tornado magnitudes prior to 2005 were classified using the traditional version of the Fujita Scale (**Table 5.11**).

The Local Mitigation Strategy recognizes that with a changing climate, there is a potential for an increasing risk of environmental impacts from tornadoes and that future mitigation and adaptation strategies related to this hazard should be considered.

TABLE 5.10: Enhanced Fujita Scale for Tornadoes (Effective 2005 and after)

F-SCALE NUMBER	INTENSITY	WIND SPEED (MPH)	TYPE OF DAMAGE DONE
F0	GALE	65–85	Some damage to chimneys; breaks branches off trees; pushes over shallow-rooted trees; damages to sign boards.
F1	MODERATE	86–110	Peels surface off roofs; mobile homes pushed off foundations or overturned; moving autos pushed off the roads; attached garages may be destroyed.
F2	SIGNIFICANT	111–135	Considerable damage. Roofs torn off frame houses; mobile homes demolished; boxcars pushed over; large trees snapped or uprooted; light object missiles generated.
F3	SEVERE	136–165	Roof and some walls torn off well-constructed houses; trains overturned; most trees in forest uprooted.
F4	DEVASTATING	166–200	Well-constructed houses leveled; structures with weak foundations blown off some distance; cars thrown and large missiles generated.
F5	INCREDIBLE	Over 200	Strong frame houses lifted off foundations and carried considerable distances to disintegrate; automobile sized missiles fly through the air in excess of 100 meters; trees debarked; steel re-enforced concrete structures badly damaged.

Source: National Weather Service

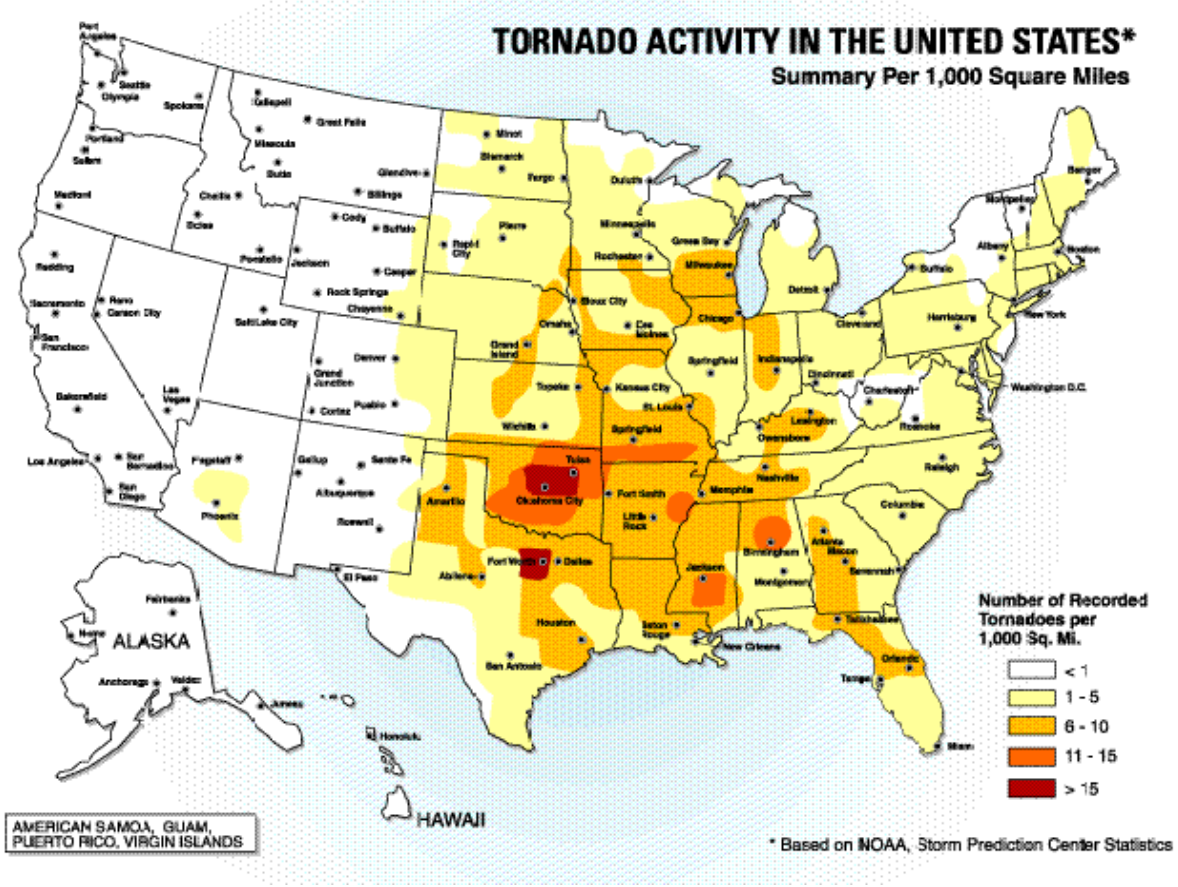
TABLE 5.11: The Fujita Scale (Effective Prior to 2005)

F-SCALE NUMBER	INTENSITY	WIND SPEED (MPH)	TYPE OF DAMAGE DONE
F0	GALE	40–72	Some damage to chimneys; breaks branches off trees; pushes over shallow-rooted trees; damages to sign boards.
F1	MODERATE	73–112	Peels surface off roofs; mobile homes pushed off foundations or overturned; moving autos pushed off the roads; attached garages may be destroyed.
F2	SIGNIFICANT	113–157	Considerable damage. Roofs torn off frame houses; mobile homes demolished; boxcars pushed over; large trees snapped or uprooted; light object missiles generated.
F3	SEVERE	158–207	Roof and some walls torn off well-constructed houses; trains overturned; most trees in forest uprooted.
F4	DEVASTATING	208–260	Well-constructed houses leveled; structures with weak foundations blown off some distance; cars thrown and large missiles generated.
F5	INCREDIBLE	261–318	Strong frame houses lifted off foundations and carried considerable distances to disintegrate; automobile sized missiles fly through the air in excess of 100 meters; trees debarked; steel re-enforced concrete structures badly damaged.
F6	INCONCEIVABLE	319–379	These winds are very unlikely. The small area of damage they might produce would probably not be recognizable along with the mess produced by F4 and F5 wind that would surround the F6 winds. Missiles, such as cars and refrigerators would do serious secondary damage that could not be directly identified as F6 damage. If this level is ever achieved, evidence for it might only be found in some manner of ground swirl pattern, for it may never be identifiable through engineering studies.

Source: National Weather Service

According to the NOAA Storm Prediction Center (SPC), the highest concentration of tornadoes in the United States has been in Oklahoma, Texas, Kansas and Florida. Although the Great Plains region of the Central United States does favor the development of the largest and most dangerous tornadoes (earning the designation of “tornado alley”), Florida experiences the greatest number of tornadoes per square mile of all U.S. states (SPC, 2002). **Figure 5.6** shows tornado activity in the United States based on the number of recorded tornadoes per 1,000 square miles.

FIGURE 5.6: Tornado Activity in the United States



Source: Federal Emergency Management Agency

5.7.2 Location and Spatial Extent

Based on historic data, tornadoes occur throughout the state of Florida at a rate of 1-10 confirmed touchdowns per 1,000 square miles. Florida tornadoes typically impact a relatively small area; however, events are completely random and it is not possible to predict specific areas that are more susceptible to a tornado strike over time. Therefore, it is assumed that all of Volusia County is uniformly exposed to this hazard. April, May, and June are considered the peak months for Florida tornadoes. A review of historical data shows that tornadoes within Volusia County are typically in the F0, F1 and, more rarely, the F2 range. F3 and F4 tornadoes are very rare, with three occurring since 1950. The county has never experienced a F5 tornado on record.

5.7.3 Historical Occurrences

According to the National Climatic Data Center, there have been a total of 88 recorded tornado events in Volusia County since 1953. Each of these events occurred in the Volusia County study area as listed in **Table 5.12**. Two deaths, 151 injuries, and nearly $205 million in property resulted from these events.

The magnitude of these tornadoes ranged from F0 to F3 in intensity, with approximate locations for each shown in **Figure 5.7**.

TABLE 5.12: Historical Tornado Impacts

LOCATION	DATE	MAGNITUDE	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 DOLLARS)	DESCRIPTION
Volusia County	5/8/1950	F1	0/0	$27,851	Not Available
Volusia County	7/12/1959	unknown	0/0	$0	Not Available
Volusia County	10/12/1959	unknown	0/0	$0	Not Available
Volusia County	7/14/1960	unknown	0/0	$0	Not Available
Volusia County	7/19/1960	unknown	0/0	$0	Not Available
Volusia County	8/29/1961	F2	0/0	$188,115	Not Available
Volusia County	7/7/1963	F1	0/0	$21,995	Not Available
Volusia County	8/9/1963	unknown	0/0	$0	Not Available
Volusia County	1/12/1964	F0	0/0	$21,772	Not Available
Volusia County	8/28/1964	unknown	0/0	$0	Not Available
Volusia County	8/30/1968	F2	0/0	$160,999	Not Available
Volusia County	7/22/1969	unknown	0/0	$18,329	Not Available
Volusia County	10/2/1969	unknown	0/0	$0	Not Available
Volusia County	7/17/1970	F0	0/0	$0	Not Available
Volusia County	8/27/1971	F2	0/1	$16,624	Not Available
Volusia County	5/20/1972	F2	0/0	$134,368	Not Available
Volusia County	6/19/1972	F1	0/0	$134,368	Not Available
Volusia County	8/22/1972	F2	0/0	$134,368	Not Available
Volusia County	4/11/1975	F0	0/0	$12,504	Not Available
Volusia County	4/14/1975	F0	0/0	$0	Not Available
Volusia County	5/15/1975	F0	0/0	$104,204	Not Available
Volusia County	8/9/1975	F0	0/0	$12,504	Not Available
Volusia County	5/22/1976	F0	0/0	$987,344	Not Available
Volusia County	5/23/1976	F0	0/0	$0	Not Available
Volusia County	7/3/1976	F0	0/0	$11,848	Not Available
Volusia County	4/18/1978	F1	0/0	$861,249	Not Available
Volusia County	6/9/1978	F0	0/0	$10,335	Not Available

TABLE 5.12: Historical Tornado Impacts

LOCATION	DATE	MAGNITUDE	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 DOLLARS)	DESCRIPTION
Volusia County	7/27/1978	F0	0/0	$0	Not Available
Volusia County	8/13/1978	F1	0/1	$86,125	Not Available
Volusia County	9/4/1978	F0	0/0	$10,335	Not Available
Volusia County	9/22/1978	F0	0/0	$0	Not Available
Volusia County	9/27/1978	F0	0/0	$0	Not Available
Volusia County	1/24/1979	unknown	0/0	$77,363	Not Available
Volusia County	5/5/1979	F1	0/0	$773,633	Not Available
Volusia County	5/8/1979	F1	0/6	$7,736,328	Not Available
Volusia County	9/3/1979	F2	0/0	$1,624,629	Not Available
Volusia County	9/29/1979	F0	0/0	$0	Not Available
Volusia County	3/7/1982	F1	0/0	$25,000	Not Available
Volusia County	6/17/1982	F1	0/0	$253,000	Not Available
Volusia County	4/15/1983	F1	0/0	$6,765	Not Available
Volusia County	4/23/1983	F1	0/0	$56,375	Not Available
Volusia County	11/20/1983	F2	0/0	$5,637,514	Not Available
Volusia County	4/14/1984	F0	0/0	$53,991	Not Available
Volusia County	6/27/1984	F1	0/0	$5,399,069	Not Available
Volusia County	2/8/1986	F0	0/0	$51,206	Not Available
Volusia County	3/14/1986	F1	0/1	$51,206	Not Available
Volusia County	1/21/1988	F1	0/0	$474,030	Not Available
Volusia County	5/11/1988	F0	0/0	$0	Not Available
Volusia County	11/9/1990	F0	0/3	$5155	Not Available
Edgewater	10/7/1996	F2	0/0	$3,431,216	In Edgewater, a 400-yard-wide F2 tornado touched down near I-95. The smaller F0 tornadoes in Pierson, Deltona, and Daytona Beach Shores caused minor in the affected areas, including blowing out 12 windows in Daytona Beach Shores.
Pierson	10/7/1996	F0	0/0	$0	
Deltona	10/7/1996	F0	0/0	$0	
Daytona Beach Shores	10/7/1996	F0	0/0	$7,148	
New Smyrna Beach	4/23/1997	F0	0/0	$0	The F0 tornado downed trees and damaged dozens of homes, including 20 in New Smyrna Beach
Pierson	4/23/1997	F0	0/0	$83,856	

TABLE 5.12: Historical Tornado Impacts

LOCATION	DATE	MAGNITUDE	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 DOLLARS)	DESCRIPTION
Port Orange	4/23/1997	F0	0/0	$167,713	alone.
New Smyrna Beach	4/23/1997	F0	0/0	$349,402	
Oak Hill	7/5/1997	F0	0/0	$41,928	The brief touchdown damaged 2 houses and 8 mobile homes.
New Smyrna Beach	11/2/1997	F3	0/32	$19,566,485	A rapidly intensifying tornado initially touched down in New Smyrna Beach about 1 mile west of U.S. Highway 1 between Enterprise and Wayne Avenues. The tornado moved east northeast at about 50 mph damaging several homes and downing trees and power lines. It lifted just west of Highway 1 after passing Chisholm Elementary School. The tornado then struck New Smyrna Beach High School producing Fujita Scale F1 damage. As the tornado intensified to a strong F3 category, it passed through the Venetian Villas subdivision and the Diamond Head Condominiums. A number of large well-built homes were destroyed. Many of the units in the 10 story Diamond Head Condominiums received major damage as high winds blew out exterior glass walls and blew furniture into the adjoining Indian River Lagoon. The tornado then crossed the Intracoastal Waterway and passed over the barrier island between Robinson Road and East Street where a number of large well-built homes were almost completely destroyed. The tornado then moved over the Atlantic Ocean. In all 32 people were injured, six requiring hospitalization. Thirty-one homes were destroyed and 290 were damaged. Damage estimates were near 14 million dollars.
Emporia	2/16/1998	F0	0/0	$111,808	Sixteen mobile homes were damaged and one was destroyed.
Daytona Beach	2/22/1998	F2	1/3	$5,504,681	This tornado cell caused extensive

TABLE 5.12: Historical Tornado Impacts

LOCATION	DATE	MAGNITUDE	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 DOLLARS)	DESCRIPTION
Osteen	2/23/1998	F3	1/0	$1,376,170	damage and two deaths throughout Volusia County. In Daytona beach one person was killed and three others were injured while in a mobile home. In Osteen, a man staying in a recreational vehicle was killed.
Oak Hill	2/23/1998	F2	0/0	$688,085	
Port Orange	7/28/1998	F0	0/0	$137,617	Thirty-three mobile homes were damaged with this F0 tornado.
New Smyrna Beach	9/17/2000	F0	0/0	$13,048	This tornado caused minor damage including power outages and downed signs and trees.
Daytona Beach	3/13/2001	F1	0/5	$6,333,850	This F1 damaged over 100 houses and dozens of vehicles, many due to fallen trees. Five people were injured.
New Smyrna Beach	9/14/2001	F0	0/0	$70,939	This tornado was a result of a rainstorm associated with Tropical Storm Gabriel. Twelve mobile homes were damaged and three were destroyed.
Daytona Beach	8/8/2004	F0	0/0	$0	A waterspout came ashore, blowing branches from trees.
South Daytona	8/13/2004	F1	0/0	$0	This tornado cell was associated with Hurricane Charley. It caused minor damage to homes, commercial buildings, and trees.
Daytona Beach Shores	8/13/2004	F0	0/1	$0	
DeLand	12/25/2006	F2	0/5	$2,731,818	An F2 tornado touched down just west of North Stone Street in DeLand and moved northeast crossing Highway 17. It moved across the Fernwood mobile home community and continued northeast over Meadowlea Estates mobile home community. It lifted just north of Carter Road. Fifty-two residences were destroyed and 162 were damaged. Five people were seriously injured.
Daytona Beach (Airport)	12/25/2006	F2	0/6	$54,636,350	The same system that caused fived injuries and damaged 162 homes in DeLand touched down at Daytona Beach International, destroying 40 Embry Riddle University aircraft and the two-story administration building. East of Embry Riddle Aeronautical

TABLE 5.12: Historical Tornado Impacts

LOCATION	DATE	MAGNITUDE	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 DOLLARS)	DESCRIPTION
					University, 48 apartments units were destroyed and 200 were damaged.
Beresford	2/2/2007	F3	0/42	$55,166,800	The tornado that killed 13 people in Lake County moved east across the St. Johns River, crossed into Volusia county at Lake Beresford and moved across DeLand as an F3 tornado. It was still moving east northeast at 50 MPH as it damaged 277 and destroyed 106 residences in the DeLand area. There were no fatalities in Volusia County but 42 people were injured.
New Smyrna Beach (Airport)	2/2/2007	F1	0/0	$6,365,400	
Lake George	7/7/2007	F0	0/0	$31,827	Tornado-force winds caused damage to a restaurant and apartment complex.
Port Orange	7/24/2009	F0	0/1		This tornado was caused by a sea breeze merger, when winds from both coasts meet and cause the rotation. Although it was classified as the mildest of twisters, it caused damage to 163 homes in Port Orange. Of these, seven were totally destroyed, eight had major damage, and twenty-six had moderate damage. The same system produced a waterspout that came ashore in Ormond Beach, destroying a catamaran.
Ormond Beach	7/24/2009	F0	0/0		
Edgewater	8/7/2010	F0	0/0	$58,000	A waterspout formed within a thunderstorm over the intracoastal river, then moved onshore the adjacent barrier island in New Smyrna Beach and produced minor damage as it crossed to the Atlantic coast.
Edgewater	8/11/2010	F0	0/0	$5,000	Scattered thunderstorms trained northward near the Florida east-central coast, within a strong southerly flow due in part to the presence of Tropical Depression Five remnants near the central Gulf coast. Around mid-day, a waterspout developed over the intracoastal river and moved onshore the mainland in Edgewater, producing minor damage. Several hours later, another storm developed rotation and produced a brief touchdown in a wooded area, farther inland over southern Volusia County.

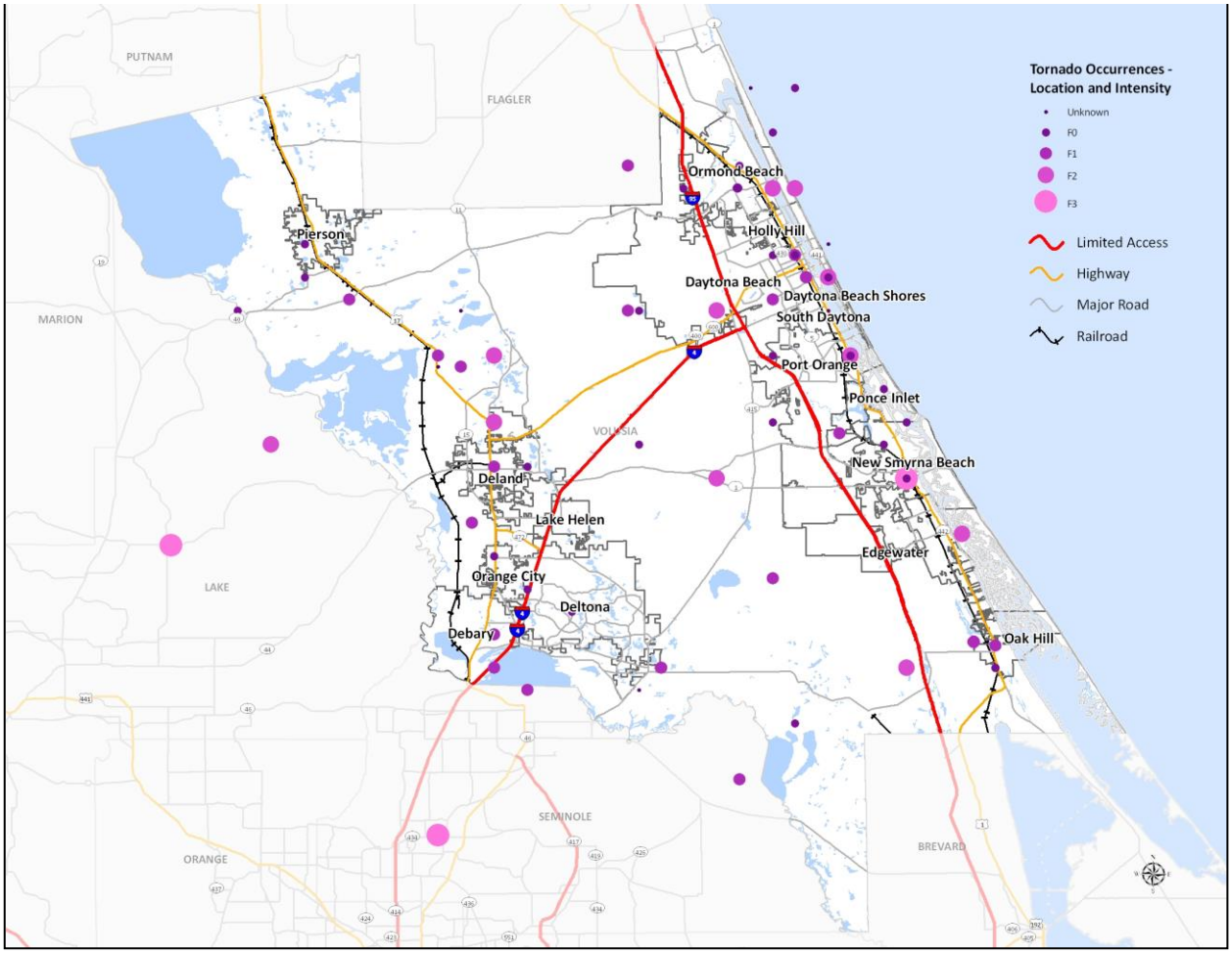
TABLE 5.12: Historical Tornado Impacts

LOCATION	DATE	MAGNITUDE	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 DOLLARS)	DESCRIPTION
Glencoe	8/11/2010	F0	0/0	$0	Scattered thunderstorms trained northward near the Florida east-central coast, within a strong southerly flow due in part to the presence of Tropical Depression Five remnants near the central Gulf coast. Around mid-day, a waterspout developed over the intracoastal river and moved onshore the mainland in Edgewater, producing minor damage. Several hours later, another storm developed rotation and produced a brief touchdown in a wooded area, farther inland over southern Volusia County.
Volusia County	12/10/2012	F0	0/0	$1,000	Very moist southwest winds developed across east-central Florida well in advance of a cold front and associated upper level disturbance. Strong daytime heating, combined with moderate low-level wind shear, resulted in numerous strong storms, two of which produced tornadoes. The first tornado began as a waterspout over Lake Apopka, then crossed the northeast shore of the lake and remained on the ground for a short distance. Although the waterspout/tornado affected a rural area, several citizens witnessed the event. The second tornado impacted a mobile home park and adjacent wooded area in Edgewater, then became a waterspout as it crossed the intracoastal river, before moving across the barrier island as a tornado. Significant damage occurred at the mobile home park, with only minor damage on the barrier island. Several funnel clouds were also observed.
Volusia County	12/10/2012	F1	0/2	$1.7 Million	
Edgewater	7/25/2014	F0	N/A	N/A	A tornado struck down in Edgewater at Park Avenue and Wildwood Drive near Massey Air Park at 4:30pm, causing damage to several hangars and planes. Winds reached 65 to 85 mph.
Ormond Beach	9/10/2017	F1	0/0	$0	Associated with Hurricane Irma.
Ariel	6/9/2018	F0	0/0	$10,000	After storms developed over Orlando, they pushed east towards the southeastern Volusia County coastline. One storm managed to produce a very weak, short-lived tornado (land spout) in Oak Hill.

Source: National Climatic Data Center

NOTE: ALL HISTORICAL OCCURRENCES IN THIS REPORT ARE THE MOST RECENT AS DOCUMENTED BY THE NATIONAL CLIMATIC DATA CENTER

FIGURE 5.7: Locations of Historical Tornado Events in Volusia County



Source: National Oceanic and Atmospheric Administration

5.7.4 Probability of Future Occurrences

The probability of a future tornado affecting Volusia County is high. According to historical records, Volusia County experiences, on average, more than one (1.2) confirmed tornado events annually. While the majority of these events are small in terms of size, intensity and duration, a greater number of stronger storms (i.e., F2 and F3 tornadoes) have been reported in the past decade. Further, even a minor tornado can cause substantial damage. In conclusion, tornadoes pose a significant threat to lives and property in Volusia County.

HYDROLOGIC HAZARDS

5.8 COASTAL EROSION

5.8.1 Background

Coastal erosion is a hydrologic hazard defined as the wearing away of land and loss of beach, shoreline, or dune material and is measured as the rate of change in the position or horizontal (landward) displacement of a shoreline over a period of time. Short-term erosion typically results from episodic natural events such as hurricanes and storm surge, windstorms and flooding hazards, but may be exacerbated by human activities such as boat wakes, removal of dune and vegetative buffers, shoreline hardening and dredging. Long-term erosion is a function of multi-year impacts such as wave action, sea level rise, sediment loss, subsidence and climate change. Climatic trends can change a beach from naturally accreting to eroding due to increased episodic erosion events caused by waves from an above-average number of storms and high tides, or the long-term effects of fluctuations in sea level.

Natural recovery from erosion can take years, often decades. If a beach or dune system does not recover quickly enough naturally, coastal and upland property may be exposed to further damage in subsequent coastal erosion and flooding events. Human actions to supplement natural coastal recovery, such as beach nourishment, dune stabilization and shoreline protection structures (e.g., sea walls, groins, jetties, etc.) can mitigate the hazard of coastal erosion, but may also exacerbate it under some circumstances.

Death and injury are not associated with coastal erosion; however, it can cause the destruction of buildings and infrastructure and represents a major threat to the local economies of coastal communities that rely on the financial benefits of recreational beaches.

5.8.2 Location and Spatial Extent

All coastal areas in Volusia County are susceptible to coastal erosion. Using Florida Department of Environment field data beginning in 1972, it is clear that Volusia County shorelines are moving due to erosion, accretion, and beach nourishment projects[7]. Further, nearly half of the 47 miles of shoreline in Volusia County are classified as critically eroded.

The beach ridge in Volusia County ranges from 300 – 3,000 feet in width. A majority of the county, ranging approximately from Ormond Beach to Bethune Beach, has fine-grained quartz sand. Sand in areas north and south of this area consist of a shell-quartz mixture and have steeper slopes than the central county. The southernmost mile of shoreline in Volusia County makes up part of the Canaveral National Seashore Park, while the northernmost area is part of the North Peninsula State Recreation Area.

[7] Foster, Emmet and Jenny Cheng. Shoreline Beach Change Estimates, Volusia County, 2000. Office of Beaches and Coastal Systems, Florida Department of Environmental Protection; Beaches and Shores Research Center, Florida State University.

5.8.3 Historical Occurrences

According to the National Climatic Data Center, there have been five events with reported coastal erosion impacts in Volusia County since 1998, as shown in **Table 5.13**. Because the erosion events were part of other hazard events (e.g., storm surge and hurricanes), the monetary damage for the erosion alone is unknown.

TABLE 5.13: Historical Coastal Erosion Impacts

LOCATION	DATE	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 dollars)	DESCRIPTION
Volusia County	9/14/1999	0/0	$56,444,488	Hurricane Floyd caused significant beach erosion in Volusia County. Of the property damage estimates, over $13 million was attributed to beach erosion.
St. Lucie and Volusia Counties	10/14/1999	0/0	$68,539,735	Hurricane Irene caused beach loss of four to ten feet in the affected areas with damage in the millions.
Brevard and Volusia Counties	9/04/2001	0/0	$6,333,850	Storm tide from a tropical storm reached two feet above normal, causing significant beach erosion.
St. Lucie and Volusia Counties	9/25/2004	0/0	$440,408,221	Severe beach erosion was reported from Hurricane Jeanne, a category 3 storm.
Volusia County	8/21/2008	0/0	Unknown	New Smyrna Beach experienced a loss of 50 feet of new sand due to wind gust of over 45 MPH from Tropical Storm Fay. Even Orange and Seminole counties experienced riverine erosion along the St. Johns River.

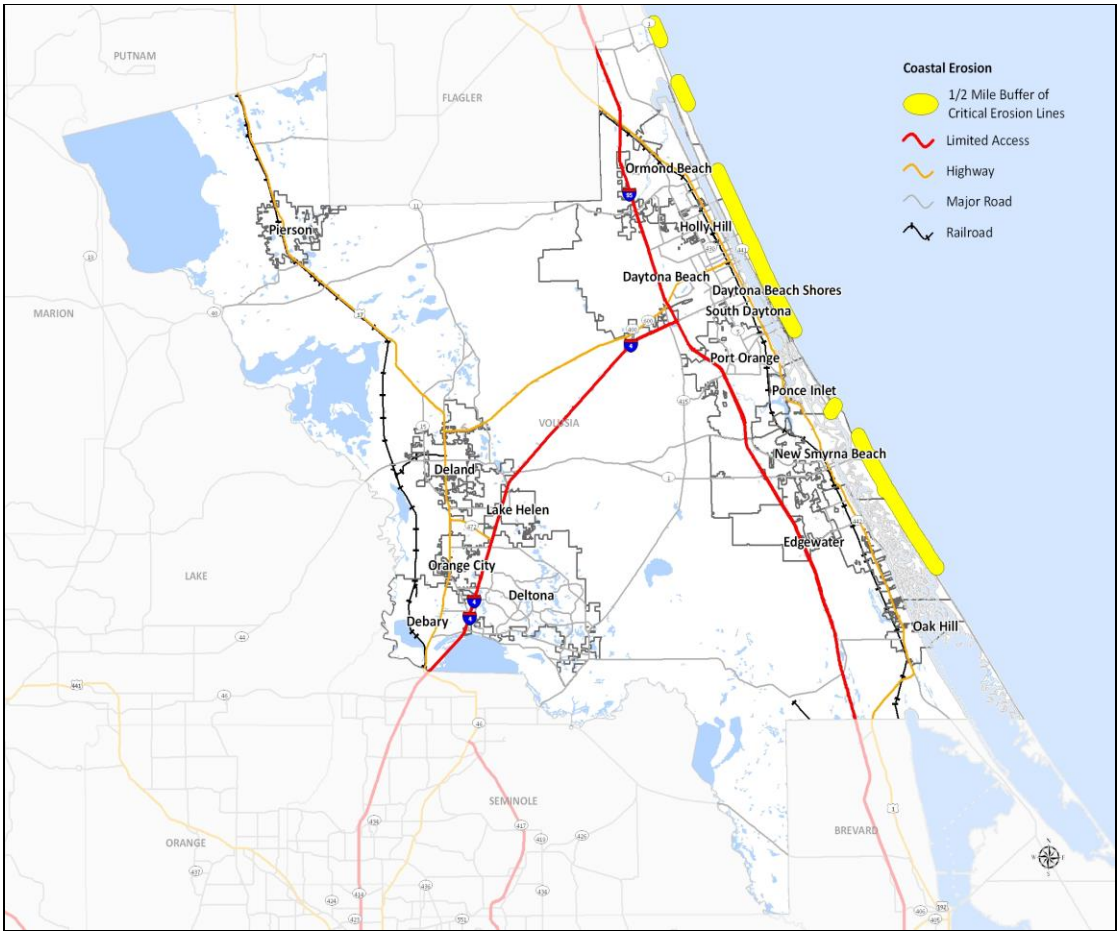
Source: National Climatic Data Center (Most Recent Data Compiled on Online Database; October 2019)

The severity of coastal erosion is typically measured through a quantitative assessment of annual shoreline change for a given beach cross-section of profile (feet or meters per year) over a long period of time. Erosion rates vary as a function of shoreline type and are influenced primarily by episodic events, but can be used in land use and hazard management to define areas of critical concern.

According to the Florida Bureau of Beaches and Coastal Systems, a division within the Florida Department of Environmental Protection, there are 4 critically eroded beaches in Volusia County, totaling over 22 miles of beachfront[8]. These areas are highlighted in **Figure 5.8**. A critical beach erosion area is defined as an area where natural or human processes has caused or contributed to the erosion or recession of the beach or dune system (Florida Bureau of Beaches and Coastal Systems). The largest contiguous area of critically eroded beach is an 11 mile stretch between Ormond Beach and Daytona Beach Shores. This area is threatening recreation and development opportunities in the area. There are also 8 miles of critically eroded beachfront between New Smyrna Beach and Bethune Beach. In addition, there are two segments of critically eroded beach in northern Volusia that threaten State Road A1A.

[8] Office of Beaches and Coastal Systems, Florida Department of Environmental Protection, 2009.

FIGURE 5.8: Critical Erosion Areas in Volusia County



Source: Florida Department of Environmental Protection, Division of Beaches and Coastal Systems

5.8.4 Probability of Future Occurrences

The probability of the continuing occurrence of coastal erosion in the coastal areas of Volusia County is high. Florida's Bureau of Beaches and Coastal Systems estimates an average of a one foot loss annually for Volusia County in stable or accretionary areas. The area between Ormond Beach and Daytona Beach Shores are eroding at a rate between zero and 0.5 feet annually, according to a 2000 study. Northern areas of the county, including the North Peninsula State Recreation Area, lose between 0.5 and 1.5 feet annually. Areas south of the Ormond Beach to Daytona Beach Shores stretch have lower expected erosion rates due to extensive armoring (e.g., beach walls and revetments). However, natural erosion is occurring southward from South of Ponce de Leon Inlet. Loss rates are as high as 1.5 feet per year and decrease heading in southerly direction. The damaging impacts of coastal erosion are lessened through continuous (and costly) beach nourishment and structural shoreline protection measures. However, it is likely that the impacts of coastal erosion will increase in severity due to future episodic storm events. The Local Mitigation Strategy recognizes that with a changing climate, there is a potential for an increasing risk of environmental impacts from hail and that future mitigation and adaptation strategies related to this hazard should be considered.

5.9 DROUGHT

5.9.1 Background

Drought is a normal part of virtually all climatic regions, including areas with high and low average rainfall. Drought is the consequence of a natural reduction in the amount of precipitation expected over an extended period of time, usually a season or more in length. High temperatures, high winds, and low humidity can exacerbate drought conditions. In addition, human actions and demands for water resources can hasten drought-related impacts. Droughts are typically classified into one of four types[9]:

- **Meteorological:** The degree of dryness or departure of actual precipitation from an expected average or normal amount based on monthly, seasonal, or annual time scales.
- **Hydrologic:** The effects of precipitation shortfalls on stream flows and reservoir, lake, and groundwater levels.
- **Agricultural:** Soil moisture deficiencies relative to water demands of plant life, usually crops.
- **Socioeconomic:** The effect of demands for water exceeding the supply as a result of a weather-related supply shortfall.

Droughts are slow-onset hazards, but over time can have very damaging affects to crops, municipal water supplies, recreational uses, and wildlife. If droughts extend over a number of years, the direct and indirect economic impact can be significant.

5.9.2 Location and Spatial Extent

The Palmer Drought Severity Index (PDSI) is based on observed drought conditions and range from -0.5 (incipient dry spell) to -4.0 (extreme drought). Evident in **Figure 5.9**, the Palmer Drought Severity Index Summary Map for the United Stated, droughts affect most areas of the United States, but are less severe in the Eastern United States.

Drought typically covers a large area and cannot be confined to any geographic or political boundaries. According to the Palmer Drought Severity Index (Figure 5.9), Florida has the relatively low risk for drought hazard. However, local areas may experience much more severe and/or frequent drought events than what is represented on the Palmer Drought Severity Index map. Further, it is assumed that Volusia County would be uniformly exposed to drought, making the spatial extent potentially widespread. During long periods of drought, a disruption in the water cycle can have potentially damaging effects, including substantial crop loss in the northwestern portion of the county. Periods of drought can exacerbate the ignition of wildfires that can damage the natural and built environment, as has occurred before in Volusia County.

As of October 2019, the Keech Byran Drought Index (KBDI) for Volusia is in the less than 300 to 301-400 range, a relatively low score on a scale that measures up to from 0 (wet) to 800 (arid conditions). The score rose to as high as 582 in April 2013.

One of the most severe cases of drought in Florida occurred from October 2010 until June of 2012 in which a major portion of the state displayed D3 (Drought Extreme) conditions. During this extensive

[9] Multi-Hazard Identification and Risk Assessment: A Cornerstone of the National Mitigation Strategy, FEMA

period, the two-month period of April and May of 2012, showed the highest level of drought concern with portions of the state under a D-4 Drought Exceptional condition (The National Drought Mitigation Center, 2014). Thus, Volusia County can experience the full array of drought conditions, from D0 to D4. NOAA describes D4 events as having "extensive and widespread crop and pasture losses, fire risk, shortages of water in reservoirs, stream and wells that yield water emergencies… D4 can loosely be likened to a "once-in-a-generation" type of drought noted by the second percentile, or a 1 in 50-year drought.

Drought Monitor Intensities

Scale	Severity
D0	Abnormally Dry
D1	Drought- Moderate
D2	Drought- Severe
D3	Drought- Extreme
D4	Drought- Exceptional

Source: NOAA

Drought Duration

U.S. Drought Monitor Classification Scheme

S = Short-Term, typically less than 6 months (e.g. agriculture, grasslands)

L = Long-Term, typically more than 6 months (e.g. hydrology, ecology)

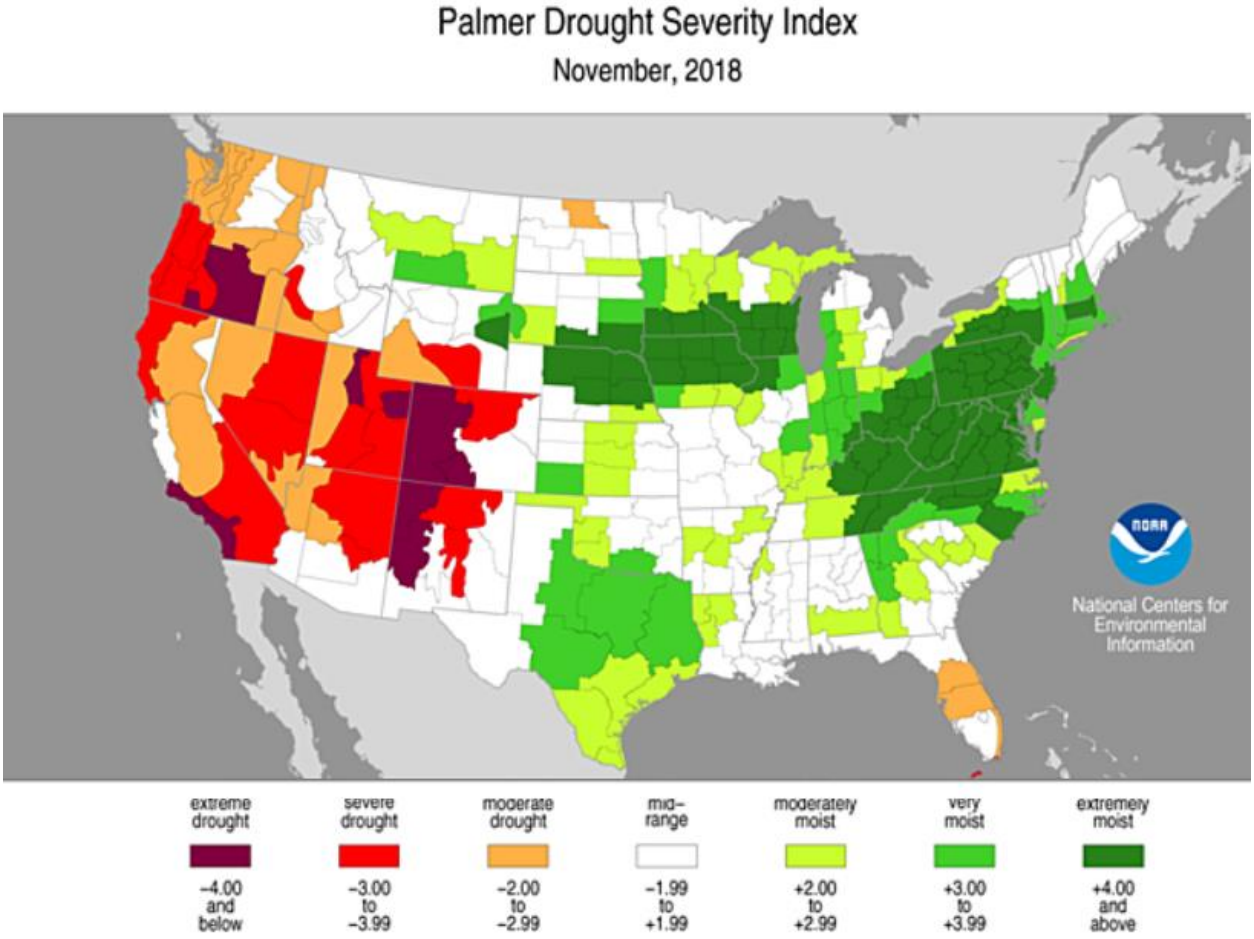
**Both of these have been observed in Florida. In the late 1990's, a long term drought effected Central Florida, while the most recent drought (2010-2012) was also a long term drought.*

Drought Impacts: A drought is noted as a period of unusual dry weather that persists long enough to cause serious problems such as crop damage and/or water supply shortages. There are four basic approaches to measuring drought (Wilhite, 1985):

- Meteorological- defined usually on the basis of the degree of dryness (in comparison to some "normal" or average amount) and the duration of the dry period.
- Agricultural-drought to agricultural impacts, focusing on precipitation shortages, differences between actual and potential evapotranspiration, soil water deficits, reduced groundwater or reservoir levels.
- Hydrological- associated with the effects of periods of precipitation (including snowfall) shortfalls on surface or subsurface water supply (i.e., streamflow, reservoir and lake levels, groundwater).
- Socioeconomic-associated with the supply and demand of some economic good with elements of meteorological, hydrological, and agricultural drought.

In partnership with County and municipal staff and the St. Johns River Water Management District, a contingency plan is in place to restrict water use across the county in an effort assist with water conservation efforts during periods of drought. Some direct impacts related to drought include reduced crop production, increased fire hazard, reduced water levels at major lakes and rivers, damage to fish habitat, and income loss for the agriculture industry. These impacts have been recorded as a result of historic events including the extreme drought conditions of 2010-2012.

Figure 5.9: Palmer Drought Severity Index Summary Map for the United States



Source: NOAA (Note: This map updates frequently. This is only a snapshot in time and not a long-term trend or view)

5.9.3 Historical Occurrences

Secondary research was conducted to determine the historical drought occurrences in Volusia County. It was determined that general drought conditions were present throughout Florida in 1981, 1985, 1998-1999, and 2001. Volusia County is part of the St. Johns River Water Management District, which monitors well levels throughout its jurisdiction. The Keetch Bryam Drought Index is a numerical scale (0-800) that measures the amount of moisture in the soil. A zero indicates wet, full saturation conditions while an 800 represents extreme drought conditions. It is often used to assess the danger of wildfires but is also an indication of drought. Therefore, it is reported where information is available. The following highlight some of the events from the aforementioned years.

1981: Drought conditions were reported throughout Southern Florida. Three firefighters narrowly escaped injury while fighting a drought-related wildfire. Officials from St. Johns River Water Management District ordered a mandatory 15 percent reduction in water use for public water supply, industrial, commercial and self-supplied users[10].

1985: A short, six-month drought was reported in Volusia County. In addition to sparking wildfires, it led to a water warning calling for voluntary water usage restrictions[11]. On June 20, 1985, the water warning was expanded throughout St. Johns Water Management District. Volusia County had been placed under the warning months earlier[12]. On August 14, the warning was lifted as counties were able to meet usage demands due to recent rainfall.

1998: Volusia County reported a Drought Index reading of 700. Wildfires were abundant throughout the County. This year was reported as having the driest conditions in 50 years. The drought did not officially end until 2002[13].

January 1999: Volusia County reported a Drought Index of 500.

May 2000: The May Drought Index was reported at 432 – 570. By early 2001 the Drought Index average for Volusia County was 601.

February 2001: During this drought, drought index D4 covered 39.08% of Florida.

April 2006 – August 2008: This prolonged drought covered much of the state in D2 and D3 conditions.

October 2010 – June 2012: This prolonged drought covered much of the state in D1 and D2 conditions. D3 conditions peaked in June 2012, covering more than 80% of the state.

5.9.4 Probability of Future Occurrences

It is assumed that all of Volusia County is uniformly exposed to a drought event. As with any location, some areas of the county may be affected more severely than others during a drought. Given the frequency of previous events, warm temperatures, and average rainfall, the probability of future drought events is high.

The Local Mitigation Strategy recognizes that with a changing climate, there is a potential for an increasing risk of environmental impacts from winter storms/freezes and that future mitigation and adaptation strategies related to this hazard should be considered.

[10] "Winds, Dry Weather Worsen Central Florida Fires. Ocala Star-Banner. Associated Press. July 1, 1981.
[11] "Fires Still Rage in Volusia County." Evening Independent. Associated Press.
[12] "St. John's Water District Expands Warning Area." Gainesville Sun. Associated Press. June 20, 1985.
[13] NAVARRO, MIREYA. "Thousands Flee Florida Homes as Fires Surge." July 2, 1998. Section A, page 1, New York Times.

5.10 FLOOD

5.10.1 Background

Flooding is the most frequent and costly natural hazard in the United States, a hazard that has caused more than 10,000 deaths since 1900. Nearly 90 percent of presidential disaster declarations result from natural events where flooding was a major component.

Floods generally result from excessive precipitation, and can be classified under two categories: general floods, precipitation over a given river basin for a long period of time along with storm-induced wave or tidal action; and flash floods, the product of heavy localized precipitation in a short time period over a given location. The severity of a flooding event is typically determined by a combination of several major factors, including: stream and river basin topography and physiography; precipitation and weather patterns; recent soil moisture conditions; and the degree of vegetative clearing and impervious surface.

A general flood is usually a long-term event that may last for several days. The primary types of general flooding include riverine, coastal, and urban flooding. Riverine flooding is a function of excessive precipitation levels and water runoff volumes within the watershed of a stream or river. Coastal flooding is typically a result of storm surge, wind-driven waves and heavy rainfall produced by hurricanes, tropical storms and other large coastal storms[14]. Urban flooding occurs where manmade development has obstructed the natural flow of water and decreased the ability of natural groundcover to absorb and retain surface water runoff.

Most *flash flooding* is caused by slow-moving thunderstorms in a local area or by heavy rains associated with hurricanes and tropical storms. However, flash flooding events may also occur from a dam or levee failure within minutes or hours of heavy amounts of rainfall, or from a sudden release of water held by a retention basin or other stormwater control facility. Although flash flooding occurs most often along mountain streams, it is also common in urbanized areas where much of the ground is covered by impervious surfaces.

Maytown Road experienced extreme flooding during the 2009 Volusia County rain storms

[14] While briefly mentioned here, coastal flooding is more thoroughly addressed under the "storm surge" hazard.

The periodic flooding of lands adjacent to rivers, streams and shorelines (land known as floodplain) is a natural and inevitable occurrence that can be expected to take place based upon established recurrence intervals. Floodplains are designated by the frequency of the flood that is large enough to cover them. For example, the 100-year floodplain represents a 1 percent annual chance of flood. The frequency of flood events, such as the 1 percent annual chance flood, is determined by plotting a graph of the size of all known floods for an area and determining how often floods of a particular size occur. Another way of expressing the flood frequency is the chance of occurrence in a given year, which is the percentage of the probability of flooding each year. For example, the 1 percent annual chance flood refers to area in the 100-year floodplain and has a 1 percent chance of occurring in any given year. Similarly, the 0.2 percent flood covers the 500-year floodplain and has a 0.2 percent chance of occurring in any given year. The recurrence interval of a flood is defined as the average time interval, in years, expected between a flood event of a particular magnitude and an equal or larger flood. Flood magnitude increases with increasing recurrence interval.

5.10.2 Location and Spatial Extent

Many areas of Volusia County are susceptible to riverine and urban (stormwater) flooding, and its coastal areas are also very susceptible to tidal and coastal flooding due to coastal storm events including storm surge.[15] **Figure 5.10** illustrates the location and extent of currently mapped Special Flood Hazard Areas for Volusia County based on best available FEMA Digital Flood Insurance Rate Map (DFIRM) data.[16] This includes Zones A/AE (100-year floodplain), Zone VE (100-year coastal flood zones, associated with wave action) and Zone X (500-year floodplain). It is important to note that while FEMA digital flood data is recognized as best available data for planning purposes, it does not always reflect the most accurate and up-to-date flood risk. Impacts have included flooding of hundreds of homes, schools, and roads, including the blockage of I-95 in Ormond Beach during a 2004 flash flood. Flooding and flood-related losses sometimes occur outside of delineated “100 year” special flood hazard areas during 500-year storm events or when rain events are exacerbated by strong winds. Changes in topology (and associated water runoff) generally do not impact Volusia County due to its flat terrain.

Water can rise to exceptional levels during hurricane, storm surge, flash flood and thunderstorm conditions. Water levels have historically risen up to 6 feet within southwestern Volusia County following one of these events, with increased water heights for coastal communities due to Florida’s semidiurnal tides. Roadway flooding has been seen rising between 1 and 5 feet.

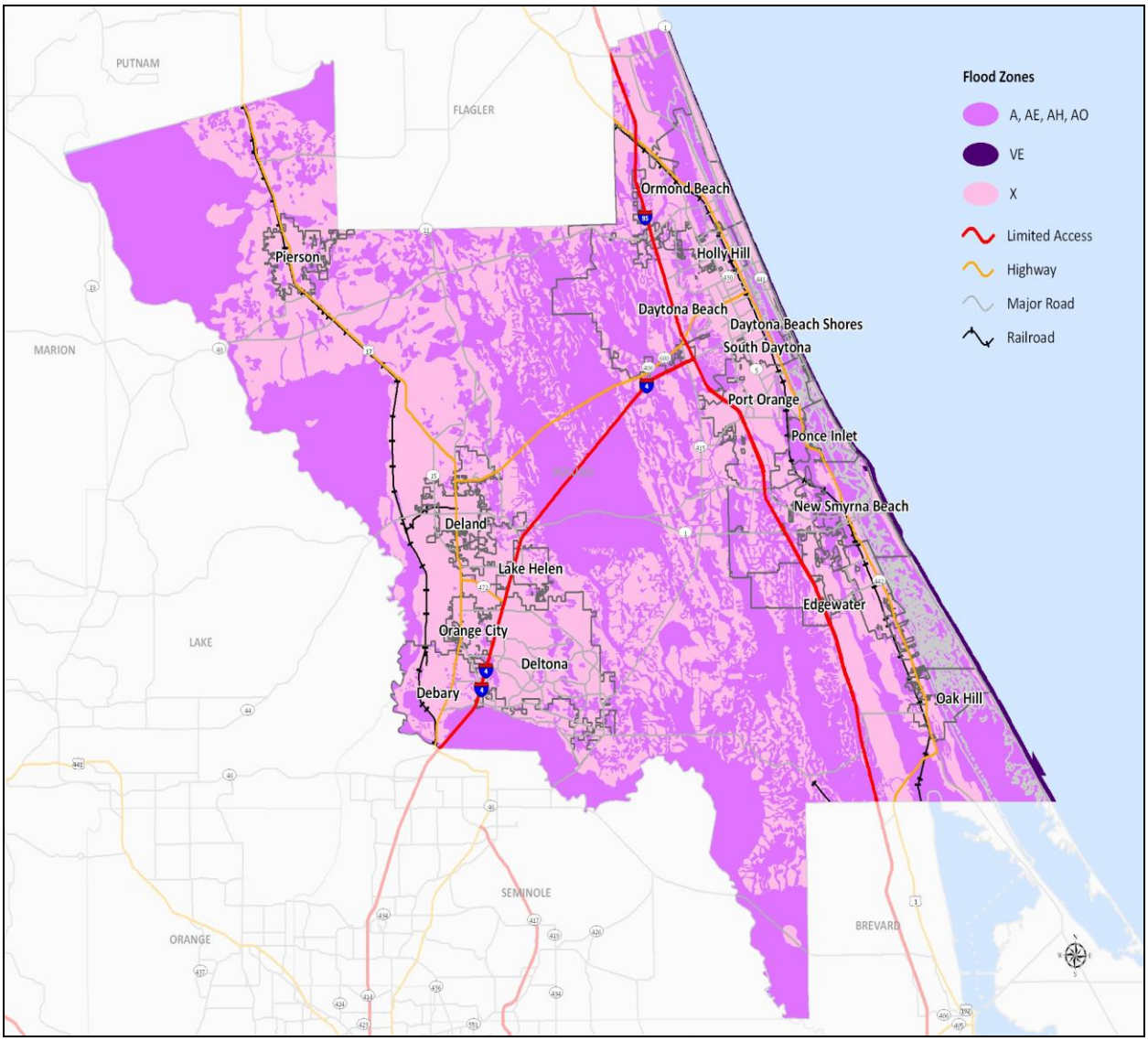
There are a number of areas that are disproportionately affected to flooding, including areas adjacent to the St. Johns River (Maytown to Enterprise).

5.10.3 Probability of Future Occurrences

The Local Mitigation Strategy recognizes that with a changing climate, there is a potential for an increasing risk of environmental impacts from flooding and that future mitigation and adaptation strategies related to this hazard should be considered.

[15] Storm surge is addressed separately within this section.

FIGURE 5.10: Special Flood Hazard Areas in Volusia County



Source: Federal Emergency Management Agency --- NOTE: More detailed maps can be found in Appendix I (FMP).

5.10.3 Historical Occurrences

According to the National Climatic Data Center, there have been 17 reported flood events in Volusia County since 1994. According to the data as shown in **Table 5.14**, there was over $20 million in property damage (not including recorded agricultural losses) during this period.

TABLE 5.14: Historical Flood Impacts in Volusia County

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 dollars)	DESCRIPTION
Peninsular	9/15/1994	Flooding	0/0	$757,242	Two synoptic-scale systems, one tropical and one non-tropical brought heavy rain to most of peninsular Florida the last half of September. Other sections of Florida, particularly northeast and east central, experienced urban flooding which closed roads and flooded schools and homes in Duval County and flooded subdivisions in Flagler, Volusia, St. Johns and Brevard counties.
Countywide	10/11/1994	Flood	0/0	$757,242	Heavy rains across much of northeast Florida caused widespread flooding of roadways and vehicles and minor flooding of schools, businesses and residences. Strong onshore winds caused significant beach erosion and minor coastal flooding along portions of the northeast coast.
Oak Hill	9/19/1999	Flash Flood	0/0	$13,439	Heavy rain of 2 to 4 inches produced flooding in Oak Hill. Two homes had minor flooding.
Edgewater	9/14/2001	Flash Flood	0/0	$316,693	Rainfall from Tropical Storm Gabrielle flooded about 25 homes and apartments in Edgewater and New Smyrna Beach. About 5 homes were flooded along the Tomoka River in Daytona Beach. Roadway and small stream flooding was reported over much of the county.
Ponce Park	11/14/2001	Flash Flood	0/0	$633,385	Showers and thunderstorms dumped over 5 inches of rain in coastal sections of Volusia County. Thirty-five homes in the Ponce Inlet, Daytona Beach and Ormond by the Sea areas received some water damage.
Deltona	8/19/2002	Urban Flood	0/0	$0	Thunderstorms produced street flooding in Deltona.
Ormond Beach	8/8/2004	Flash Flood	0/0	$0	Heavy rain in the morning hours brought 24-hour rain totals to near 7 inches. Widespread street flooding with water in two homes in Ormond Beach was reported. A lane of Interstate 95 was blocked by flood waters.
Countywide	9/5/2004	Flash Flood	0/0	$0	From 10 to 12 inches of rain from the northern rain bands of Hurricane Frances produced widespread flooding of homes, businesses and roads across coastal communities as well as in Deltona, and DeLand.
Countywide	9/9/2004	Flood	0/0	$5,564,516	Hurricane Frances produced 6 to 10 inches of heavy rain over much of the middle and upper St. Johns River Basin. Beginning on September 9th, water levels began to reach flood stage on the middle basin mainly around Geneva, and Sanford. Levels continued to rise well above flood stage and began to fall slightly until Hurricane Jeanne followed the same track across the state. Significant flooding followed with a record crest of 10.1 feet being reached at the Lake Harney Gage. Many homes were flooded near Stone Island.

TABLE 5.14: Historical Flood Impacts in Volusia County

LOCATION	DATE	TYPE	DEATHS/ INJURIES	PROPERTY DAMAGE (2009 dollars)	DESCRIPTION
Countywide	8/21/2008	Flash Flood	0/0	$13,400,000	As Tropical Storm Fay drifted north in the Volusia County off shore waters, hours of torrential rain fell across southern Volusia county. Close to 200 homes were flooded. Damage was near $13 million. Torrential rain from Tropical Storm Fay produced widespread flooding across Brevard and central and southern Volusia counties.
Deltona	5/19/2009	Flood	0/0	$68,600,000	Multiple rounds of heavy rainfall over five days led to several feet of standing water in many areas of eastern Volusia County. Rainfall totals reached 18 to 28 inches in several coastal areas.
Ormond Beach	5/22/2009	Flash Flood	0/0	N/A	High levels of pre-existing flood waters were exacerbated as two to four inches of additional rainfall occurred in less than three hours. Standing water rose to three feet or higher in several locations. Flood waters entered additional homes. Flash flood damage estimates were included collectively in the five-day flood event from May 19-24.
Isleboro	9/23/2014	Flash Flood	0/0	$562,000	A very moist atmosphere coupled with a series of upper level disturbances resulted in several persistent rain bands. Significant urban and small stream flooding affected portions of Melbourne/Palm Bay and Lake Mary/Winter Park. Flash flooding resulted in rapid water accumulation in New Smyrna Beach and from Holly Hill to Daytona Beach to Port Orange, where numerous roadways became impassible and over 100 homes sustained damage from the rising flood waters. Rainfall totals during the 24-hour period of greatest impact reached 6-12 inches. Flood damage estimates within Volusia County was 3.65 million dollars. No injuries reported.
Holly Hill	9/24/2014	Flash Flood	0/0	$3,090,000	Same as above.
Ormond-by-the-Sea	10/6/2016	Flood	0/0	$0	Associated with Hurricane Matthew (see Hurricanes)
Seville	9/10/2017	Flood	0/0	$0	Associated with Hurricane Irma. (see Hurricanes)
Ormond-by-the-Sea	11/23/2017	Flood	0/0	$0	A strong thunderstorm embedded within a rain area ahead of a cold front intensified as it traveled quickly northeast across Volusia County. Mobile homes were damaged well inland in Deland, then over 30 minutes later, the storm damaged mobile homes in Daytona Beach.

Source: National Climatic Data Center

NOTE: ALL HISTORICAL OCCURRENCES IN THIS REPORT ARE THE MOST RECENT AS DOCUMENTED BY THE NATIONAL CLIMATIC DATA CENTER

According to the emergency management officials from the Volusia County jurisdictions, another significant flood event occurred during the Memorial Day Weekend in May 2009 that was not included in the NCDC database. This event caused high rains and four feet of storm surge. There was between approximately $68 million in damages along the coastline from Ormond Beach to New Smyrna Beach. Approximately 1,000, infrastructure and various critical facilities were damaged. Daytona Beach, alone, had approximately 650 damaged homes.

5.10.4 Historical Summary of Insured Flood Losses

All jurisdictions in Volusia County participate in the National Flood Insurance Program (NFIP). **Table 5.15** provides flood insurance policy and claim summary information for each of the participating jurisdictions. The reported losses include both inland (freshwater) and coastal flooding events. It should be emphasized that these numbers include only those losses to structures that were insured through the NFIP policies, and for losses in which claims were sought and received. It is likely that many additional instances of flood losses in Volusia County were either uninsured, denied claims payment, or not reported.

.

TABLE 5.15: NFIP Policy and Claim Information (May 2017)

JURISDICTION	NUMBER OF LOSSES REPORTED	TOTAL PAYMENTS
Daytona Beach	89	$308,481
Daytona Beach Shores	6	$11,034
DeBary	17	$908,328
DeLand	102	$922,557
Deltona	46	$329,749
Edgewater	29	$28,202
Holly Hill	17	$257,169
Lake Helen	0	$0
New Smyrna Beach	344	$2,381,837
Oak Hill	10	$9,024
Orange City	6	$6,080
Ormond Beach	380	$4,541,159
Pierson	1	$8,834
Ponce Inlet	9	$83,301
Port Orange	66	$873,252
South Daytona	11	$79,940
Volusia County	201	$3,615,828
TOTAL	**1,334**	**$14,364,775**

Source: V.C.E.M. (125155 Historical Claims Spreadsheet) (May 2017)

5.10.5 Repetitive Loss Properties

FEMA defines a repetitive loss property as any insurable building for which two or more claims of more than $1,000 were paid by the NFIP within any rolling 10-year period, since 1978. A repetitive loss property may or may not be currently insured by the NFIP. Currently there are over 122,000 repetitive loss properties nationwide.

According to Volusia County repetitive loss property records (as of July 2018), there are 77 repetitive loss properties located in Volusia County. Without mitigation, these properties will likely continue to experience flood losses. In 2012, the Biggert Waters Flood Insurance Reform Act eliminated the RFC program. **Table 5.16** provides summary information about repetitive loss properties in Volusia County.

JURISDICTION	NUMBER OF RL PROPERTIES	
	TOTAL	LOSSES BY LAND USE
Daytona Beach	2	2 RESIDENTIAL
Daytona Beach Shores	0	NONE
DeBary	0	NONE
DeLand	10	10 RESIDENTIAL
Deltona	0	NONE
Edgewater	1	1 RESIDENTIAL
Holly Hill	1	1 RESIDENTIAL
Lake Helen	0	NONE
New Smyrna Beach	18	18 RESIDENTIAL
Oak Hill	0	NONE
Orange City	0	NONE
Ormond Beach	24	24 RESIDENTIAL
Pierson	0	NONE
Ponce Inlet	0	NONE
Port Orange	4	4 RESIDENTIAL
South Daytona	2	2 RESIDENTIAL
Volusia County	13	13 RESIDENTIAL
TOTAL	**77**	**77 RESIDENTIAL**

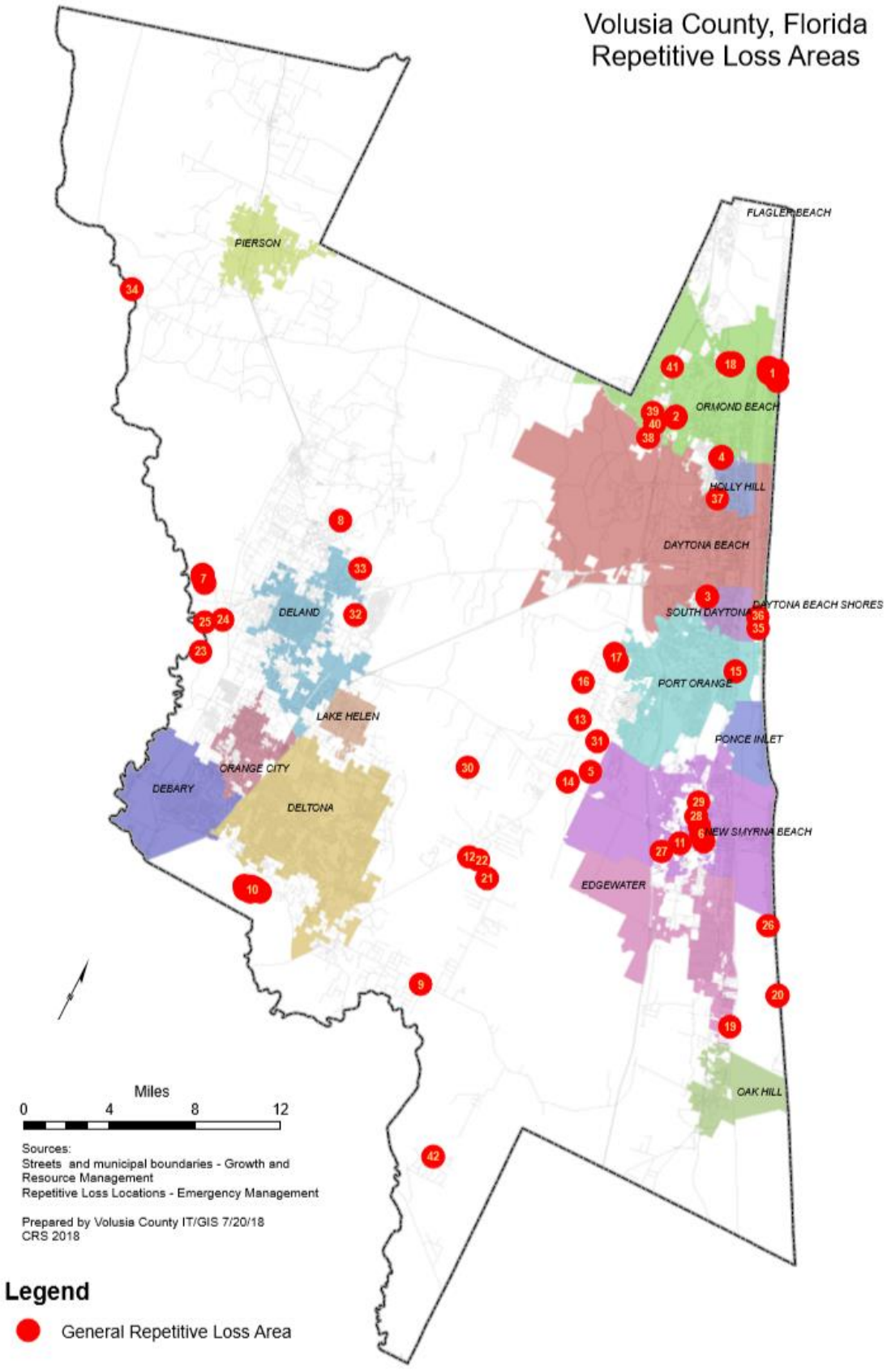
Source: V.C.E.M, Volusia County I.T.

5.10.6 Probability of Future Occurrences

Flood events will remain a frequent occurrence in Volusia County, and future probability of occurrences is high. The probability of future flood events based on magnitude and according to best available data is illustrated in Figure 5.10, which indicates those areas susceptible to the 1 percent annual chance flood (100-year floodplain); the 1 percent annual chance flood with wave action (100-year coastal floodplain); and the 0.2 percent annual chance flood (500-year floodplain). Further, as described in other hazard profiles, it is highly likely that Volusia County will continue to experience inland and coastal flooding associated with large tropical storms, hurricanes and storm surge events.

Anticipated sea level rise will increase the probability and intensity of future tidal flooding. Rising sea level over time will decrease the return period (increasing the frequency) of significant flood events. For example; sea level rise of 1 foot over a typical project analysis period (50 years) may cause a flood event currently of annual probability 2 percent (50-year flood) to become an event of 10 percent annual probability (10-year flood). This rise in sea level will increase the probability of the loss of coastal wetlands and erosion of sand beaches that act as protective buffers against flood events.

There are repetitive loss properties within 9 of the 16 jurisdictions within Volusia County. This includes 77 total properties. Countywide distribution of repetitive loss properties is somewhat weighted to the east, as a majority of the repetitive loss properties in the county are in the Daytona Beach, New Smyrna Beach and Ormond Beach areas. The western side of the county also has a number of repetitive loss properties, most notably the cluster within the Stone Island residential area in the southwestern portion of the county. Table 5.16 analyzes the Repetitive properties by jurisdiction. Data collected showed that the majority of properties have not undergone mitigation efforts; however, there is insufficient data to measure an actual percentage for the entire county. Preliminary findings show, with a high degree of confidence, that the percent of repetitive loss properties that have been mitigated is well-below the 50% level.


Volusia County, Florida
Repetitive Loss Areas
PIERSON
FLAGLER BEACH
ORMOND BEACH
HOLLY HILL
DAYTONA BEACH
DAYTONA BEACH SHORES
SOUTH DAYTONA
DELAND
LAKE HELEN
ORANGE CITY
DEBARY
DELTONA
PORT ORANGE
PONCE INLET
NEW SMYRNA BEACH
EDGEWATER
OAK HILL
Miles
0 4 8 12
Sources:
Streets and municipal boundaries - Growth and Resource Management
Repetitive Loss Locations - Emergency Management
Prepared by Volusia County IT/GIS 7/20/18
CRS 2018
Legend
General Repetitive Loss Area

5.11 STORM SURGE

5.11.1 Background

Storm surge occurs when the water level of a tidally influenced body of water increases above the normal astronomical high tide and is most common in conjunction with coastal storms with massive low-pressure systems with cyclonic flows such as hurricanes, tropical storms and nor'easters. The low barometric pressure associated with these storms causes the water surface to rise, and storms making landfall during peak tides have surge heights and more extensive flood inundation limits. Storm surges will inundate coastal floodplains by dune overwash, tidal elevation rise in inland bays and harbors, and backwater flooding through coastal river mouths. The duration of a storm is the most influential factor affecting the severity and impact of storm surges.

A storm surge is often described as a wave that has outrun its generating source and become a long period swell. It is often recognized as a large dome of water that may be 50 to 100 miles wide and generally rising anywhere from four to five feet in a Category 1 hurricane to over 20 feet in a Category 5 storm. The storm surge arrives ahead of the storm center's actual landfall and the more intense the storm is, the sooner the surge arrives. Water rise can be very rapid, posing a serious threat to those who have not yet evacuated flood-prone areas. The surge is always highest in the right-front quadrant of the direction in which the storm is moving. As the storm approaches shore, the greatest storm surge will be to the north of the low-pressure system or hurricane eye. Such a surge of high water topped by waves driven by hurricane force winds can be devastating to coastal regions, causing severe beach erosion and property damage along the immediate shoreline.

Storm surge heights and associated waves are dependent on not only the storm's intensity but also upon the shape of the offshore continental shelf (narrow or wide) and the depth of the ocean bottom (bathymetry). A narrow shelf, or one that drops steeply from the shoreline and subsequently produces deep water close to the shoreline, tends to produce a lower surge but higher and more powerful storm waves. The storms that generate the largest coastal storm surges can develop year-round, but they are most frequent from late summer to early spring.

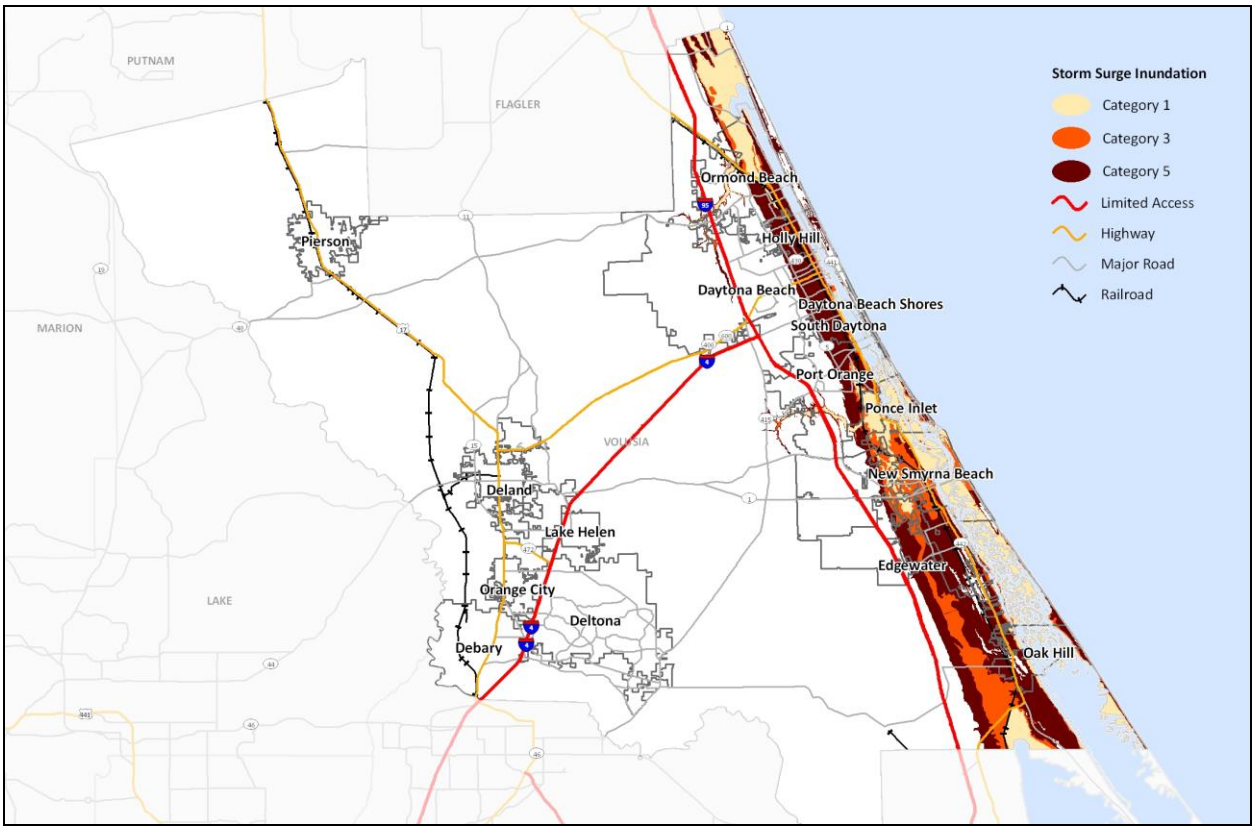
5.11.2 Location and Spatial Extent

Many areas in Volusia County are subject to potential storm surge inundation. **Figure 5.11** illustrates hurricane storm surge inundation zones for Volusia County derived from geo-referenced SLOSH (Sea, Lake and Overland Surge from Hurricanes) data produced by the USACE in coordination with NOAA. SLOSH is a modeling tool used to estimate storm surge for coastal areas resulting from historical, hypothetical or predicted hurricanes taking into account maximum expected levels for pressure, size, forward speed, track and winds. Therefore, the SLOSH data is best used for defining the potential maximum surge associated with various storm intensities for any particular location.

As shown in the figure, all of Volusia County's coastal areas are at high risk to storm surge inundation in addition to most riverine floodplains along major rivers in southern portions of the area. While areas not located immediately along the coast or major rivers may not be directly impacted by storm surge

inundation except in extreme storm events, they might experience flooding caused by storm surge and extremely high tides that affect the drainage of areas further inland.

FIGURE 5.11: Storm Surge Inundation Zones in Volusia County



Source: National Oceanic and Atmospheric Administration – Note: More detailed map available in next section of the report. See Table 5.4 on page 5.15 for information regarding storm surge extents, in feet.

Ranges include:
Tropical Storm: 0-2 feet
Category 1: 3-5 feet
Category 2: 6-8 feet
Category 3: 9-12 feet
Category 4: 13-18 feet
Category 5: 19 or more feet.

5.11.3 Historical Occurrences

Volusia County has experienced storm surge events associated with hurricanes, nor'easters and tropical storms. Please reference the **Hurricane Historical Occurrences** listing for more information. Water can rise to exceptional levels during hurricane, storm surge, flash flood and thunderstorm conditions. Water levels from storm surge have historically risen up to 6 feet within Volusia County following one of these events, with increased water heights for coastal communities due to Florida's semidiurnal tides. Roadway flooding has been seen rising between 1 and 5 feet.

5.11.4 Probability of Future Occurrences

There is a high probability that Volusia County will continue to experience storm surge associated with large tropical storms, hurricanes and squalls combined with high tides, based on the frequency of past tropical cyclones. As noted in the preceding section (under *Flood*), anticipated sea level rise will increase the probability and intensity of future storm surge events. This rise in sea level will increase the probability and intensity of tidal flooding events, but will also contribute to the loss of coastal wetlands and erosion of sand beaches that act as protective buffers against storm surge events.

The Local Mitigation Strategy recognizes that with a changing climate, there is a potential for an increasing risk of environmental impacts from hurricanes that future mitigation and adaptation strategies related to this hazard should be considered.

5.12 SEA LEVEL RISE

5.12.1 Background

Sea level rise is caused by warming of the earth's climate, the associated thermal expansion of water molecules, and generally impacts coastal, lagoon-adjacent and river-adjacent areas that are hydrologically connected to the ocean.

Sea level rise has been assessed in depth by Volusia County Emergency Management as well as numerous municipalities in Volusia County through the development of the East Central Florida Regional Resiliency Action Plan and the East Central Florida Regional Resiliency Collaborative. As part of these efforts, municipalities have held discussions, workshops and meetings to determine consistencies in modeling of sea level rise (including adoption of the "high" NOAA curve as a standard bearer for risk analyses), methods of mitigation including green and gray infrastructure, and other items. These conversations are still ongoing.

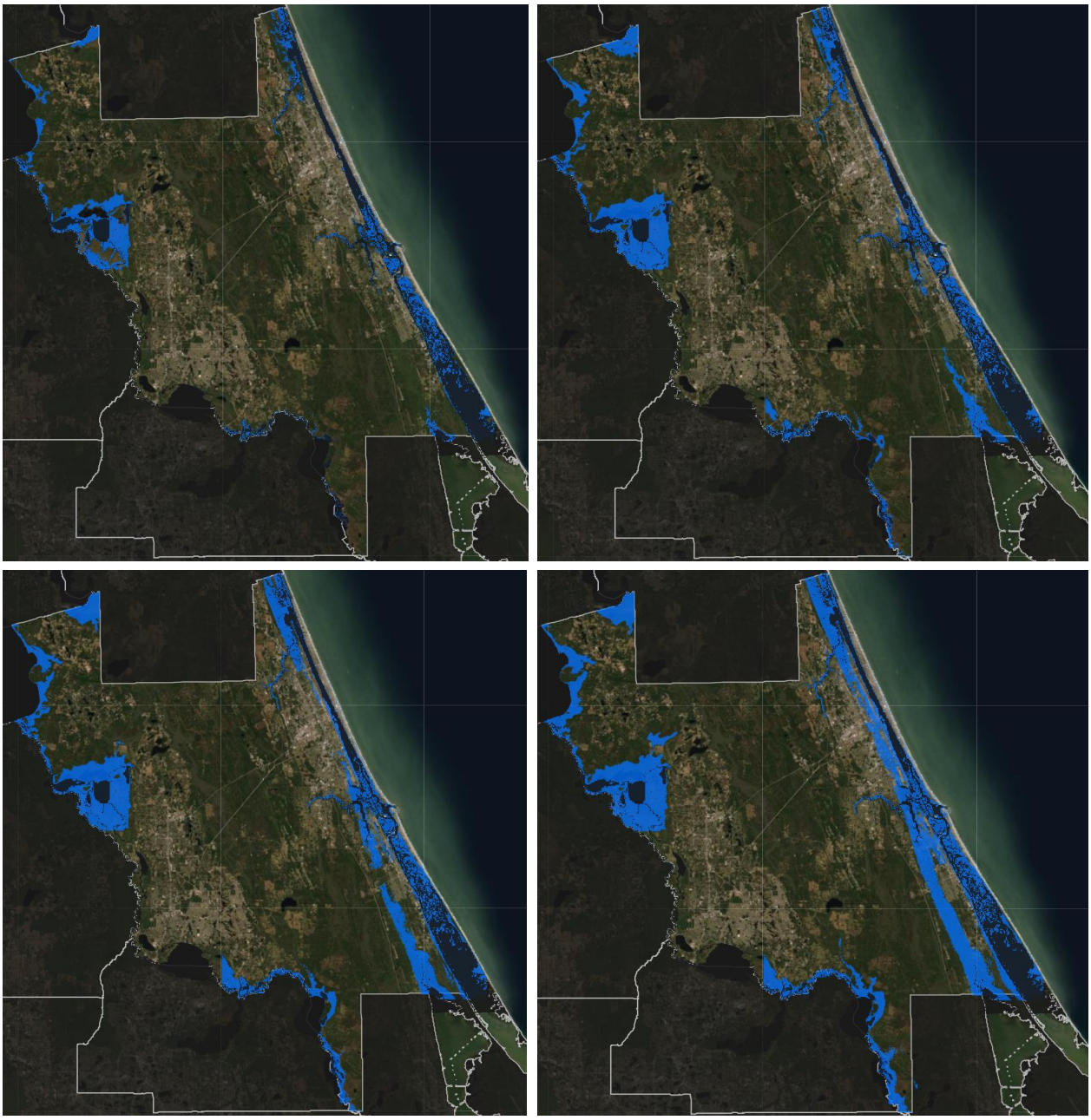
Sea level rise is currently impacting south and central Florida, with nearshore, high-tide flooding becoming a more frequent sea level rise-associated hazard in some locations.

5.12.2 Location and Spatial Extent

The map on the following page depicts 1, 3, 5 and 7-feet of sea level rise overlaid with Volusia County. These levels of sea level rise are within the general range of the sea level rise curves provided by the U.S. Army Corps of Engineers and the National Oceanographic and Atmospheric Administration in section 5.12.4. This data was developed by the Tampa Bay Regional Planning Council and the East Central Florida Regional Planning Council in 2019, with peer review by the University of Florida GeoPlan Center.

In Volusia County, areas susceptible to sea level rise include areas in close proximity to the Atlantic Ocean, the Indian River Lagoon, the Halifax River, the St. Johns River, and smaller riverine systems that provide hydro connectivity into the interior of the County.

FIGURE 5.12.1: Sea Level Rise Extents in Volusia County (1 ft, 3 ft, 5 ft, 7 ft)



Top Left: 1 Foot Top Right: 3 Feet Bottom Left: 5 Feet Bottom Right: 7 Feet

5.12.3 Historical Occurrences

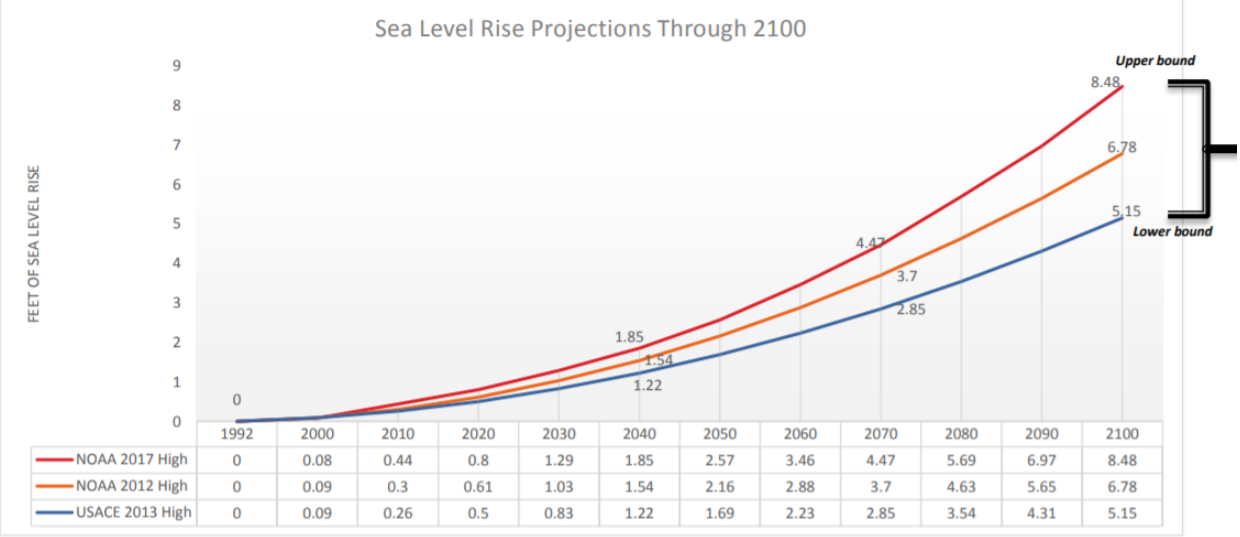
Historical occurrences of sea level rise are not easy to measure due to a lack of data existing from the early 20th Century as well as the time period of two epochs (38 years) needed to calculate the mean impacts of sea level rise, by location. As data collection and monitoring improve, the ability for the County to track historical occurrences will improve.

One indicator of sea level rise is the frequency or nearshore, high tide flood events, also known as nuisance flooding. In 2016, a NOAA study found that nuisance flooding frequency was increasing to the north and south of Volusia County (in Mayport, FL; Fernandina Beach, FL; and Key West, FL). It is expected that these events will continue to increase in frequency in the future.

5.12.4 Probability of Future Occurrences

The National Oceanic and Atmospheric Administration (NOAA) and the U.S. Army Corps of Engineers have published numerous "sea level rise curves" that project the future impacts of sea level rise, in feet. The following sea level rise curves are being used to assess the potential impacts of sea level rise by municipalities in Volusia County.

Figure 5.12.2



	1992	2000	2010	2020	2030	2040	2050	2060	2070	2080	2090	2100
NOAA 2017 High	0	0.08	0.44	0.8	1.29	1.85	2.57	3.46	4.47	5.69	6.97	8.48
NOAA 2012 High	0	0.09	0.3	0.61	1.03	1.54	2.16	2.88	3.7	4.63	5.65	6.78
USACE 2013 High	0	0.09	0.26	0.5	0.83	1.22	1.69	2.23	2.85	3.54	4.31	5.15

GEOLOGIC HAZARDS

5.13 SINKHOLE

5.13.1 Background

Sinkholes are a natural and common geologic feature in areas with underlying limestone and other rock types that are soluble in natural water. Most limestone is porous, allowing the acidic water of rain to percolate through their strata, dissolving some limestone and carrying it away in solution. Over time, this persistent erosional process can create extensive underground voids and drainage systems in much of the carbonate rocks. Collapse of overlying sediments into the underground cavities produces sinkholes.

The three general types of sinkholes are: subsidence, solution, and collapse. *Subsidence sinkholes* form gradually where the overburden (the sediments and water that rest on the limestone) is thin and only a veneer of sediments is overlying the limestone. *Solution sinkholes* form where no overburden is present and the limestone is exposed at land surface. *Collapse sinkholes* are most common in areas where the overburden is thick, but the confining layer is breached or absent. Collapse sinkholes can form with little warning and leave behind a deep, steep-sided hole. Sinkholes occur in many shapes, from steep-walled holes to bowl or cone shaped depressions. Sinkholes are dramatic because the land generally stays intact for a while until the underground spaces get too big. If there is not enough support for the land above the spaces, then a sudden collapse of the land surface can occur. Under natural conditions, sinkholes form slowly and expand gradually. However, human activities such as dredging, constructing reservoirs, diverting surface water and pumping groundwater can accelerate the rate of sinkhole expansions, resulting in the abrupt formation of collapse sinkholes.

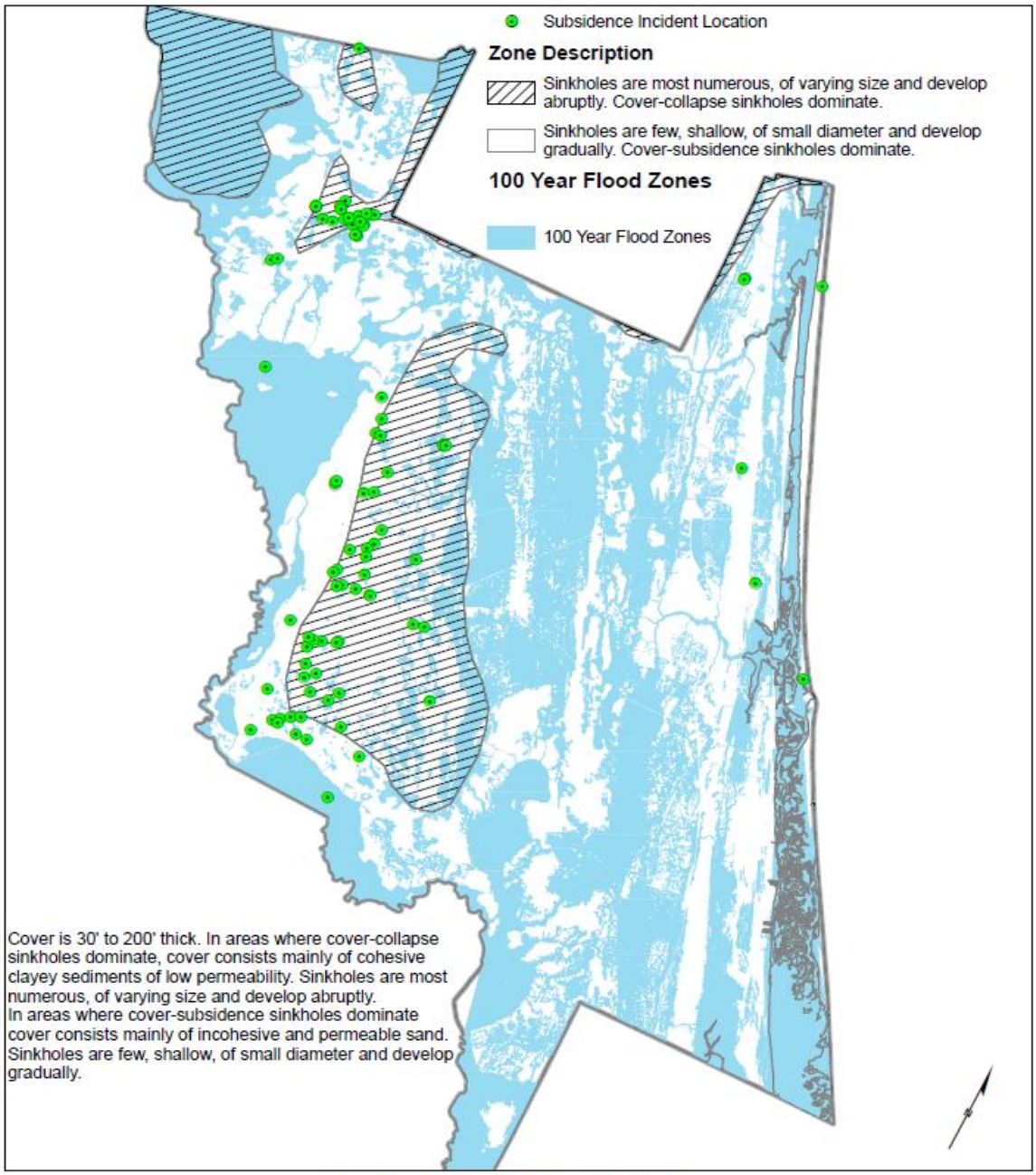
Although a sinkhole can form without warning, specific signs can signal potential development:

- Slumping or falling fence posts, trees or foundations;
- Sudden formation of small ponds;
- Wilting vegetation;
- Discolored well water; and/or
- Structural cracks in walls, floors.

Sinkhole formation is exacerbated by urbanization. Development increases water usage, alters drainage pathways, overloads the ground surface and redistributes soil. According to FEMA, the number of human-induced sinkholes has doubled since 1930 and insurance claims for damages as a result of sinkholes has increased 1,200 percent from 1987 to 1991, costing nearly $100 million.

5.13.2 Location and Spatial Extent

Sinkholes are typically localized occurrences that cannot be mapped to any specific geographic boundaries. The map below (figure 5.13.1) depicts sinkhole locations within Volusia County, Florida. Cities and towns most impacted by sinkholes include Deltona, Orange City, DeBary, DeLand, and Pierson.



Volusia County, Florida
Subsidence Incidents / Sinkholes - January 1973 to January 2013

Source: Subsidence Data - FL Geological Survey, October 2014; Sinkhole Zone Data - FL DEP, 2010; Flood Zone Data - FEMA Feb 2014.
Prepared by Volusia County IT/GIS March 24, 2015

The American Society of Civil Engineers measured a number of Florida sinkholes and concluded that their sample had average depth of 3.4 meters (11.2 feet). This figure is geographically relevant to Volusia County; however, the breadth of size of sinkholes can vary widely depending on the context of the earth subsurface. Sinkholes can be relatively shallow (less than two meters) or extremely deep (tens of meters), and therefore can have extremely large or small diameters, ranging in size from one-to-two meters to tens of meters.

5.13.3 Historical Occurrences

There were 80 sinkholes in Volusia County between 1973 and 2005. **Figure 5.12** shows the location of these sinkholes. Seventy-eight of these sinkholes were located in the Volusia County study area as shown in **Table 5.17**, as reported to the NCDC. In 2004 there was a major sinkhole that occurred in DeLand. In December 2004, a sinkhole devoured a 160-foot area, swallowing all four lanes of Howland Boulevard, cracked the walls of a nearby home and caused the evacuation of 20 homes. It was estimated that it would take 1 million cubic yards of dirt to the fill the hole. In 2005, a 250 foot by 150-foot sinkhole opened in Volusia County, and sinkholes with depths as great as 50 feet have been observed within the County. These conditions can be expected in the future within Volusia County

Please reference the sinkhole portion of section 6 for a map depicting all historical sinkhole locations in East Central Florida.

TABLE 5.17: Historical Sinkholes in Volusia County

LOCATION	DATE	SIZE (feet)			DETAILS
		Length	Width	Depth	
Pierson	12/12/1973	60.00	60.00	0.00	There are many small lakes in the area. The sinkhole was adjacent.
Pierson	12/13/1973	100.00	100.00	40.00	Depth varies from 20’ to 40’. It happened during pumping for freeze protection.
Pierson	12/17/1973	10.00	10.00	2.00	None
Pierson	12/15/1975	25.00	25.00	20.00	It happened during pumping for freeze protection.
Pierson	1/10/1976	3.00	3.00	1.00	It happened during pumping for freeze protection.
Pierson	12/1/1976	15.00	15.00	0.00	None
Pierson	1/15/1977	0.00	0.00	0.00	None
Pierson	1/19/1977	30.00	30.00	12.00	Near other small sinks and lakes.
Orange City	4/10/1977	70.00	70.00	50.00	Near 501
Pierson	1/3/1979	39.00	32.00	0.00	None
Pierson	1/9/1979	22.00	27.00	7.00	None
Pierson	1/9/1979	19.00	16.00	3.00	None

TABLE 5.17: Historical Sinkholes in Volusia County

LOCATION	DATE	SIZE (feet)			DETAILS
		Length	Width	Depth	
DeLand	4/17/1979	6.00	6.00	10.00	None
DeLand	1979	9.00	9.00	4.00	None
DeLand	7/16/1981	13.00	13.00	18.00	None
DeLand	10/27/1981	3.00	3.00	8.00	None
Pierson	12/15/1981	50.00	50.00	20.00	A sink also occurred here in 1973.
Orange City	1/9/1982	2.00	2.00	2.00	None
Debary	4/9/1982	20.00	20.00	15.00	None
DeLand	4/11/1982	7.25	6.50	3.33	None
DeLand	4/14/1982	3.00	3.00	1.00	Occurred at the national guard armory.
Lake Helen	7/25/1982	4.00	3.00	3.00	None
Orange City	10/4/1982	12.00	12.00	6.00	None
Holly Hills	4/7/1983	20.00	0.00	15.00	None
New Smyrna Beach	5/28/1983	5.00	0.00	7.00	There are multiple holes in the area varying from 1 to 5 feet in diameter and 2 to 7 feet deep.
Pierson	12/26/1983	130.00	100.00	35.00	None
Pierson	12/26/1983	50.00	50.00	35.00	Very cold at this time, pumping for freeze protection.
Pierson	12/26/1983	10.00	10.00	0.33	Very cold at this time, pumping for freeze protection.
Pierson	12/26/1983	15.00	15.00	0.60	Very cold at this time, pumping for freeze protection.
Pierson	12/26/1983	25.00	25.00	20.00	Very cold at this time, pumping for freeze protection. Occurred next to a fernery.
Orange City	4/24/1984	7.00	7.00	6.00	Approximately 200 yards from ST 17-92, in the center of the west bound lane.
Seville	1/21/1985	60.00	60.00	25.00	Many wells in the area went dry. Sink in the northeast corner of Crystal Lake which has been dry for months. Six days later, the sink was filled with water, but no rain. Heavy freeze protection pumping at this time.
Pierson	1/21/1985	20.00	20.00	3.00	Six Sinks in the area. Heavy freeze protection pumping at this time.
Pierson	1/21/1985	10.50	12.75	4.00	Six Sinks in the area. Heavy freeze

TABLE 5.17: Historical Sinkholes in Volusia County

LOCATION	DATE	SIZE (feet)			DETAILS
		Length	Width	Depth	
					protection pumping at this time.
Pierson	1/21/1985	62.00	62.00	15.00	Six Sinks in the area. Heavy freeze protection pumping at this time.
Pierson	1/21/1985	53.00	50.00	12.00	Six Sinks in the area. Heavy freeze protection pumping at this time.
Pierson	1/21/1985	20.00	26.00	2.00	Six Sinks in the area. Heavy freeze protection pumping at this time.
Orange City	10/13/1985	35.00	25.00	0.13	Settlement causing cracks and distortion to house. The sink is completely under the house. Cement pressure grouting will be performed Jammal and Associates report.
Pierson	1/29/1986	23.20	21.70	7.00	Near other sinkholes.
DeLand	2/1/1986	5.00	4.00	4.50	This sinkhole is on the slope of Lake Louise.
Port Orange	4/3/1987	10.00	10.00	1.00	None
Orange City	5/19/1987	95.00	95.00	1.00	Reactivation of ancient sink.
Pierson	5/27/1987	48.00	28.00	10.00	Sinkhole on divide between stone pond and unnamed pond. .
Pierson	5/29/1987	0.00	0.00	3.00	None
DeLand	9/1/1987	5.50	6.50	11.00	A backhoe operator drove up to the edge of the area and it suddenly collapsed.
DeLand	3/17/1989	13.00	13.00	10.00	S.R. 11 – The sink is in the right of way on the west side of the highway.
Orange City	10/31/1991	22.00	22.00	20.00	1910 Clara Ave, residence.
Orange City	3/7/1993	130.00	130.00	35.00	825 & 835 Lansdowne Ave.
Orange City	3/7/1993	15.00	15.00	1.00	560 Marilea Ct.
Orange City	5/8/1994	50.00	50.00	25.00	581 Sparkman Ave
Orange City	8/29/1994	5.00	5.00	1.50	I-4 at the Saxon Boulevard Ramp
DeLand	8/24/1995	10.00	8.00	5.00	Sinkhole is in backyard.
DeLand	1/10/1996	5.00	5.00	2.00	Located at Old Reynolds Road.
DeLand	1/10/1996	50.00	50.00	11.00	Located at Old Reynolds Road.
Deltona	10/12/1996	0.00	0.00	0.00	Located at a residence.
DeLand	8/30/1998	18.00	18.00	5.00	U.S. HWY 17/92 in DeLand located on the east side of the highway in bank driveway.

TABLE 5.17: Historical Sinkholes in Volusia County

LOCATION	DATE	SIZE (feet)			DETAILS
		Length	Width	Depth	
Debary	5/26/2000	0.00	0.00	0.00	148 MARSELLA Road in a Debary housing subdivision. One home deemed unsafe and two have structural damage.
Lake Helen	6/14/2000	1.00	1.00	3.00	Located on west Main Street under a home; it is not causing structural damage.
DeLand	7/21/2000	25.00	25.00	15.00	The sinkhole is located under a home that is under construction. No structural damage to home.
Orange City	8/26/2000	3.00	3.00	3.00	Sinkhole is still growing; 20 feet from structure.
Orange City	9/22/2000	2.00	2.00	10.00	Sinkhole is 6 feet from structure. No structural damage on private property.
Sanford	9/28/2000	5.00	5.00	3.00	DEBARY. STATION 28+35, Located 5 feet right of Benson Junction Road.
Debary	10/17/2000	2.00	2.00	6.00	Located on private property.
Pierson	12/21/2000	50.00	50.00	15.00	Located on Shaw Lake Road between Turner Road and Hilsenbeck Road. Ten feet from South side of the road. . .
Pierson	12/21/2000	30.00	35.00	35.00	A portion of Shaw Lake Road was barricaded due to sinkhole impact.
DeLand	12/29/2000	35.00	35.00	3.00	A sinkhole occurred 50 feet from structure but structure is stable at this time.
DeLand	3/22/2001	6.00	4.00	5.00	Sinkhole was located in the road. A garbage truck hit it. It is now being repaired.
DeLand	4/30/2001	20.00	20.00	3.00	Sink occurred on private property near a retention pond.
Debary	7/18/2001	4.00	4.00	2.00	Sink on private property.
Welaka	10/15/2001	7.00	7.00	1.50	U.S. 17 North of Seville going southbound.
Orange City	8/25/2002	3.00	3.00	0.00	Closed one land of road to repair sink in right of way.
Orange City	9/30/2002	6.00	6.00	2.00	Sinkhole in intersection.
Orange City	1/15/2003	5.00	5.00	0.50	Half inch pavement dip.
DeLand	6/2/2004	15.00	15.00	8.00	Sinkhole in the road. No damage or injuries occurred.
DeLand	9/8/2004	4.00	4.00	2.50	Sinkhole on private property; no damage.

TABLE 5.17: Historical Sinkholes in Volusia County

LOCATION	DATE	SIZE (feet)			DETAILS
		Length	Width	Depth	
DeLand	9/29/2004	25.00	25.00	20.00	Sinkhole on private property. The hole is partly under the garage. The owner was advised not to stay in the home until the sinkhole is fixed.
Deltona	12/18/2004	225	175	50	Destroyed 4-lanes of Howland Blvd.; largest sinkhole on record for Volusia County
Orange City	1/9/2005	250.00	150.00	0.00	Sinkhole damaged 2 homes beyond repair and is also impacting road.
Osteen	8/17/2005	4.00	2.00	2.00	Sinkhole on private property.
Lake Dias	8/17/2005	4.00	4.00	3.00	None

Source: National Climatic Data Center (data not available from this source after-2005)

Volusia County Geographic Information Systems (GIS) has compiled a listing of all sinkholes that have occurred since August 17, 2005. The listing is provided below:

Reference #	Date	Longitude	Latitude	County	City	Trigger
79-544	8/26/08	-81.321	28.8988	VOLUSIA	DeBary	Unknown
79-545	8/27/08	-81.2517	28.8975	VOLUSIA	Deltona	Unknown
79-546	10/2/08	-81.0583	29.206	VOLUSIA	Daytona Beach	Unknown
79-547	10/9/08	-81.2271	28.8838	VOLUSIA	Deltona	Unknown
79-044	10/13/08	-81.2665	28.9198	VOLUSIA	Deltona	Excessive Rainfall
79-548	7/2/11	-81.07076	29.3563	VOLUSIA	Ormond Beach	Unknown
79-549	1/24/13	-81.338	29.10877	VOLUSIA	DeLeon Springs	Drought or Low Water Table

5.13.4 Probability of Future Occurrences

There is a high probability of future sinkhole occurrences in Volusia County. The county averages 2.5 sinkholes annually, according to the historic data. Activities that increase the risk of sinkhole are ground-water pumping, construction and development practices, and breakages in water lines, though they can also occur due to natural or geological factors. The Local Mitigation Strategy recognizes that with a changing climate, there is a potential for an increasing risk of environmental impacts from hail and that future mitigation and adaptation strategies related to this hazard should be considered.

5.13 TSUNAMI

5.14.1 Background

The word tsunami is Japanese and means "harbor wave." A tsunami is a wave or series of waves most commonly caused by an earthquake or by a large undersea landslide, volcanic eruption or other undersea disturbance. From the area of disturbance, tsunami waves will travel outward in all directions and can originate hundreds or even thousands of miles away from affected coastal areas.

In the open ocean, tsunami waves travel at speeds of up to 600 miles per hour but are too small to be observed, and the time between wave crests may be five to 90 minutes. As the waves approach shallow coastal waters, they slow down and may rise to several feet or, in rare cases, tens of feet. Although the waves slow down as they reach shallow water, the energy remains constant and when tsunami waves crash into the shoreline they may be as high as 100 feet. The first wave is almost never the largest; successive waves may be spaced tens of minutes apart and continue arriving for many hours. The coastal areas at greatest risk are less than 50 feet above sea level and within one mile of the shoreline. Tsunamis can cause great loss of life and property damage where they come ashore, and most tsunami deaths are the result of drowning. Associated risks include water pollution, damaged gas lines, and flooding.

Tsunami activity is a greater risk along the Pacific Rim states (Washington, Oregon, California Alaska and Hawaii), but is still possible along the East Coast of the United States. In fact, as many as 40 tsunami or tsunami-like events have been reported along the East Coast since the early 1600s. Additionally, models and methodologies do not currently exist to accurately assess the tsunami hazard as it would relate to an inland community along the East Coast.

Although an East Coast tsunami would be rare, two off-shore areas are currently under investigation according to a 2002 National Geophysical Data Center report. One area of interest consists of large cracks northeast of Cape Hatteras, North Carolina that could foretell of the early stages of an underwater landslide resulting in a tsunami. The other area of interest consists of submarine canyons approximately 150 kilometers from Atlantic City, New Jersey. Significant factors for consideration with regard to these areas are recent discoveries along the East Coast that demonstrate the existence of pressurized hydrates and pressurized water layers in the continental shelf. This has produced speculation among the scientific community on possible triggers that could cause sudden and perhaps violent releases of compressed material that could factor into landslide events and the resulting tsunami waves.

In August 2008, a qualitative tsunami hazard assessment prepared by NOAA and USGS indicated that the U.S. Atlantic coast has a very low tsunami risk[17]. This qualitative assessment was based on National Geophysical Data Center (NGDC) and United States Geological Survey (USGS) databases. Specifically, Atlantic coast tsunami vulnerability was deemed very low based on very low wave runup, low tsunami hazard frequency, and no reported fatalities.

[17] NOAA and USGS. 2008. *U.S. States and Territories National Tsunami Hazard Assessment: Historical Record and Sources for Waves.* August 2008.

5.14.2 Location and Spatial Extent

The potential location and extent of the tsunami hazard for Volusia County is similar and slightly more extensive than the established flood hazard area. A tsunami event could cover all or any part of Volusia County. However, the coastal areas are most at risk. **Figure 5.13** indicates the areas in Volusia County most at risk to a tsunami hazard based on the location of the 500 year tsunami inundation zone based on MEMPHIS data. The coastal areas are at the greatest risk to high velocity waves that could cause severe to catastrophic damage to structures and infrastructure. Specifically, massive amounts of vegetative and construction debris would result, boats would be washed ashore, impacted buildings could collapse, trees could be uprooted, above ground power poles and lines could collapse, and underground utilities could be unearthed and destroyed. Tsunami size is a function of the intensity of an underlying earthquake (see the Richter scale, below), as well as factors specific to the shape (or bathymetry) where the seismic activity occurs. For example, the "Boxing Day" tsunami that struck southern Asia in 2004 was located on an elongated ridge within the deep Indian Ocean. The elongation of the ridge considerably increased the linear mileage of coastline that were struck by the tsunami within the northeastern hemisphere and inflicted more damage on some coastlines than others. Below is a figure depicting the Richter Scale.

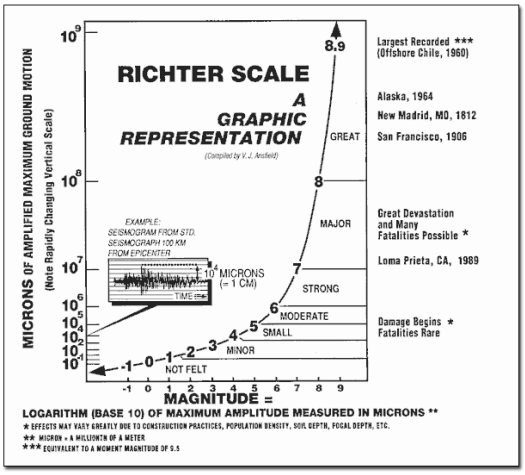
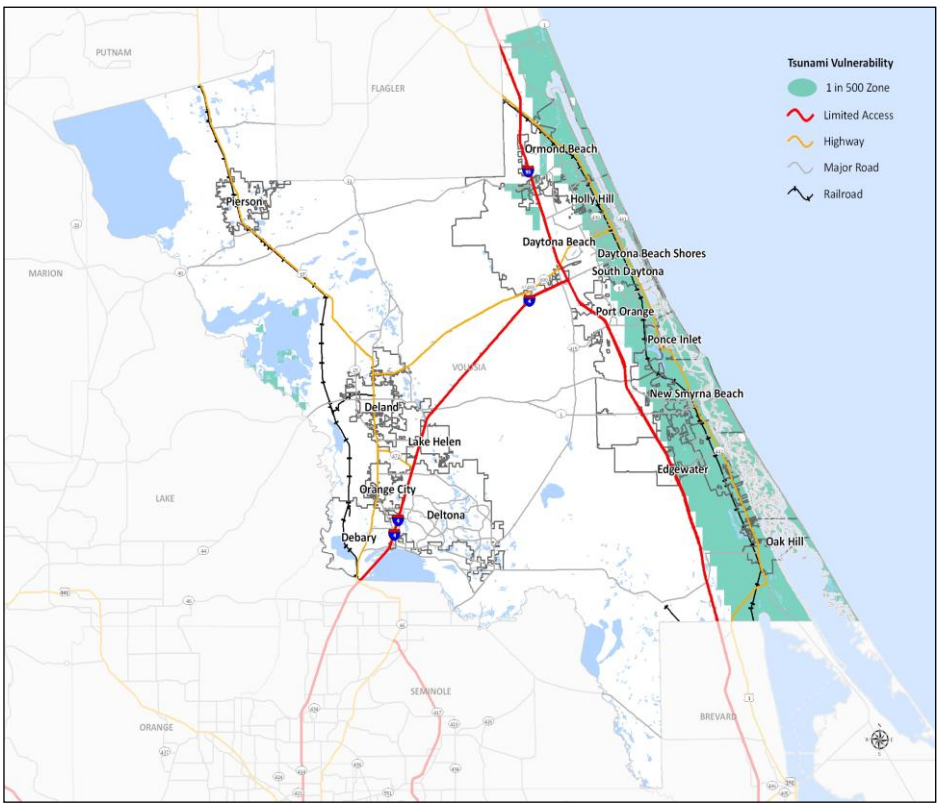


Image: Richter Scale Graphic Representation

FIGURE 5.14: Tsunami Vulnerability Areas



5.14.3 Historical Occurrences

Historical records do not indicate any past significant tsunami occurrences for Volusia County, and such an event is generally considered possible but unlikely. However, the potential for tsunami impacts along the entire Eastern United States coast does exist as evidenced by other recorded tsunami occurrences in the area.

Although different from a tsunami, a rogue wave is a relatively large (i.e., larger in height than a tsunami) and spontaneous ocean wave that can cause similar impacts. On July 3 1992, a 27-mile-long, 18-foot rogue wave came onshore between Ormond Beach to New Smyrna Beach, centered at Daytona Beach. Sailboats crashed ashore, 200 cars were damaged and approximately 75 people were injured resulting in two hospitalizations. It is theorized that an underwater landslide caused the rogue wave, potentially categorizing this wave as a type of tsunami, or it was the result of a squall line.

5.14.4 Probability of Future Occurrences

The probability of a future tsunami event affecting Volusia County is considered to be very low, as indicated in the 2008 NOAA-USGS tsunami hazards assessment. However, the consequences of even a moderate tsunami striking Volusia County would devastating to lives, development, and the ability of the county to function.

The Local Mitigation Strategy recognizes that with a changing climate, there is a potential for an increasing risk of environmental impacts from tornadoes and that future mitigation and adaptation strategies related to this hazard should be considered.

OTHER HAZARDS

5.15 WILDFIRE

5.15.1 Background

A wildfire is any fire occurring in a wildland area (i.e. grassland forest, brush land) except for fire under prescription.[18] Wildfires are part of the natural management of forest ecosystems, but may also be caused by human factors. Nationally, over 80 percent of forest fires are started by negligent human behavior such as smoking in wooded areas or improperly extinguishing campfires. The second most common cause for wildfire is lightning.

There are three classes of wildland fires: surface, ground and crown fire. A surface fire is the most common of these three classes and burns along the floor of a forest, moving slowly and killing or damaging trees. A ground fire (muck fire) is usually started by lightning or human carelessness and burns on or below the forest floor. Crown fires spread rapidly by wind and move quickly by jumping along the tops of trees. Wildland fires are usually signaled by dense smoke that fills the area for miles around.

Wildfire probability depends on local weather conditions, outdoor activities such as camping, debris burning, and construction, and the degree of public cooperation with fire prevention measures. Drought conditions and other natural hazards (such as tornadoes, hurricanes, etc.) increase the probability of wildfires by producing fuel in both urban and rural settings. Forest damage from hurricanes and tornadoes may also block interior access roads and fire breaks; pull down overhead power lines, or damage pavement and underground utilities.

Many individual homes and cabins, subdivisions, resorts, recreational areas, organizational camps, businesses and industries are located within high wildfire hazard areas. Further, the increasing demand for outdoor recreation places more people in wild lands during holidays, weekends and vacation periods. Unfortunately, wildland residents and visitors are rarely educated or prepared for wildfire events that can sweep through the brush and timber and destroy property within minutes.

Wildfires can result in severe economic losses as well. Businesses that depend on timber, such as paper mills and lumber companies, often experience losses that are passed along to consumers through higher prices. In cases, this has resulted in the loss of jobs. The high cost of responding to and recovering from wildfires can deplete state resources and increase insurance rates. The economic impact of wildfires can also be felt in the tourism industry if roads and tourist attractions are closed due to health and safety concerns.

State and local governments can impose fire safety regulations on home sites and developments to help curb wildfire. Land treatment measures such as fire access roads, water storage, helipads, safety zones, buffers, firebreaks, fuel breaks and fuel management can be designed as part of an overall fire defense

[18] Prescription burning, or “controlled burn,” undertaken by land management agencies is the process of igniting fires under selected conditions, in accordance with strict parameters.

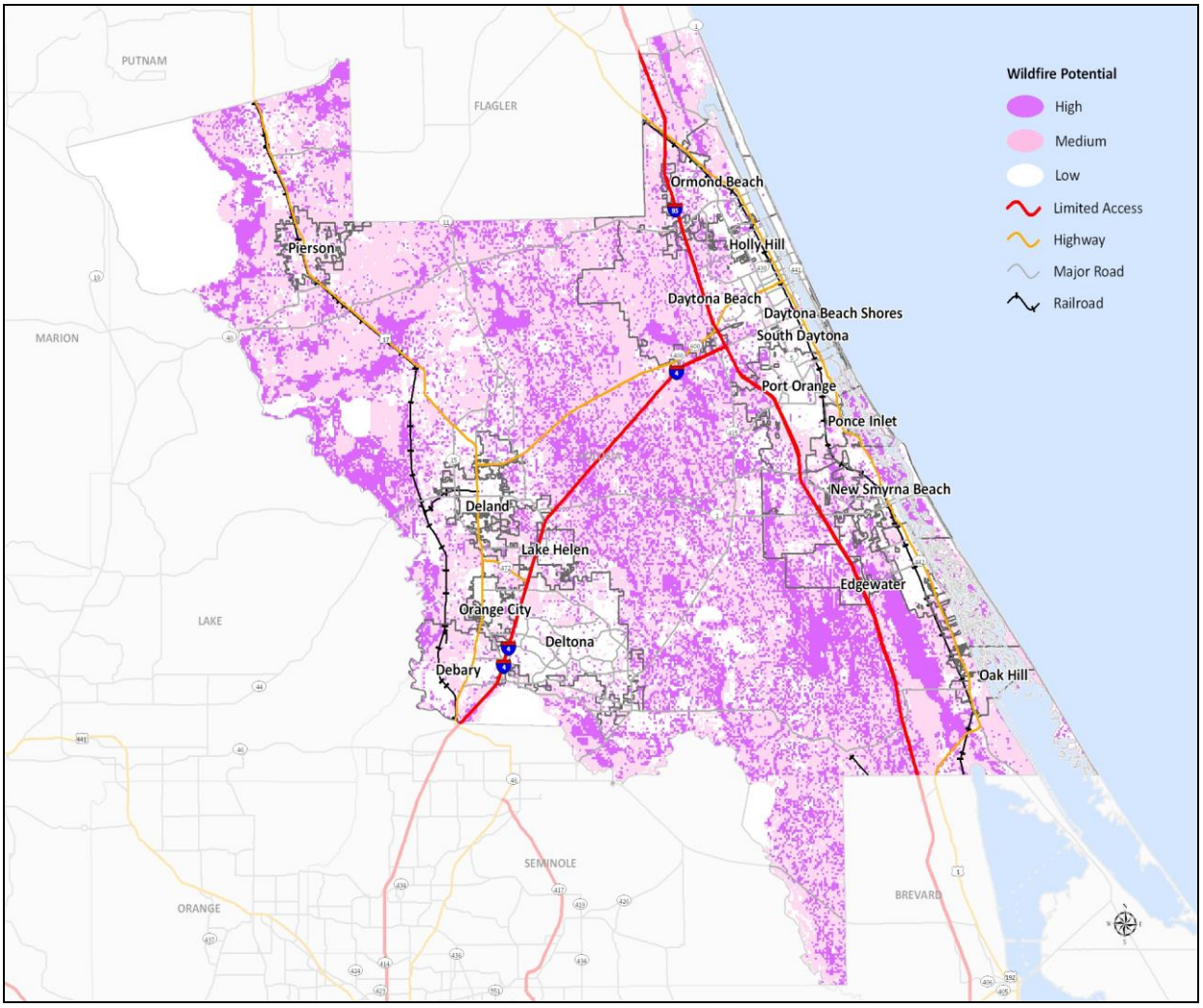
system to aid in fire control. Fuel management, prescribed burning and cooperative land management planning can also be encouraged to reduce fire hazards.

5.15.2 Location and Spatial Extent

Volusia County is uniformly exposed to wildfire risk. Although the county typically receives a high amount of precipitation each year (around 50 inches), there is risk of wildfire due to the hot, dry summer months. Further, drought and drought-like conditions may occur which could increase the probability of wildfire occurrence.

The wildfire potential for Volusia County is shown is **Figure 5.14**. All areas of the county may be susceptible to wildfire, and the wildland-urban interface is an area of concern as more property may be at risk to fire damage in these areas. Further, a large portion of the County is at high risk to wildfire events. These areas are dispersed throughout the County.

FIGURE 5.14: Wildfire Risk in Volusia County



Source: MEMPHIS --- Note: More detailed maps depicting fire risk are available in the next section of the report.

5.15.3 Historical Occurrences

According to the Florida Division of Forestry, Florida experiences an average of 3,060 wildfires annually, burning nearly 154,000 acres[19]. The most common cause of Florida wildfire events is lightning which ignited over 700 fires annually between 2000 and 2009. Volusia County experienced 1,306 fires that burned over 22,600 acres between January 2000 and August 2009. Lightning caused nearly half of these fires. **Table 5.18** lists the number of reported wildfire occurrences in Volusia County between the years 2001 and 2018.

TABLE 5.18: Historical Wildfire Occurrences in Volusia County (2001-2018) *

YEAR	2001	2002	2003	2004	2005	2006	2007	2008	2009	Annual Average
# of Fires	116	31	71	145	64	213	195	121	127	120
Acres Burned	383	371	2,011	746	198	5,037	1,826	1,482	8,839	2,321
YEAR	2010	2011	2012	2013	2014	2015	2016	2017	2018	Annual Average
# of Fires	128	237	208	104	74	104	174	132	TBD	145
Acres Burned	672	8,952	3,832	1,404	626	788	1,421	1,150	TBD	2,355

Source: Florida State Fire Marshall Report

It should also be noted that 1998 was a particularly significant year for wildfires in Volusia County. That year, drought conditions were prevalent throughout the County. A total of 233 wildfires were reported, the largest single cause being lightning. In all, over 163,000 acres were burned. The fires threatened 29,000 homes and hindered travel as wildfires jumped highways. However, after weeks of burning, just six houses, one mobile home, and two businesses were destroyed, totaling $2.1 million ($2,889,598; 2009 dollars). Timber, conversely, took the brunt of the damage with losses of over $60 million ($85,570,222; 2009 dollars). No fatalities or civilian injuries were reported but ten firefighters did have minor injuries.

These events have had devastating impacts on Volusia County. Homes and businesses have been damaged or destroyed, causing economic and social hardship, while a number of agricultural resources (such as timber, as described above) have been lost in these events. Families and vulnerable populations can be displaced temporarily or permanently by these events, while businesses can be lost forever. Human life is also at great risk to fires, as fires can quickly consume buildings and prevent escape. Smoke inhalation is a common cause of death due to fire, rather than the fire itself. Updating and enforcing building codes can help prevent fire disasters.

The largest fire recorded in Volusia County over the last five years was the Iron Horse Fire, which occurred in 2011 in southeastern Volusia County. Approximately 17,000 acres burned during this event, and a full Fire Operations Center (FOC) activation was executed. One mobile home, three outbuildings and three camp structures were destroyed, while 140 total structures were threatened. Interstate 95 was completely shut down due to smoke limiting driver visibility (intermittently over a two-day period), and a firefighter was injured during the event. Also, in 2011, the Maytown Road Fire burned approximately 2,500 acres of land and affected local weather conditions by increasing cloud coverage. In 2012, a number of smaller fires affected the DeLand and DeBary areas of Volusia County.

[19] Average information based on information between January 2000 and August 2009.

In March 2013, the Durrance Road Fire destroyed 1,100 acres and forced evacuations of unincorporated areas of Volusia County near the Flagler County line west of Interstate 95. Approximately 300 homes were evacuated during this event. Interstate 95 from US1 to SR40 was shut down due to smoke.

5.15.4 Probability of Future Occurrences

There is a high probability of future wildfire events in Volusia County, especially during drought cycles and abnormally dry conditions, based on prior occurrence. Volusia County experienced nearly 130 wildfires per year from 2000 – 2008. This vulnerability analysis includes two maps (Wildfire Level of Concern, Wildfire Risk) that depict geographic risk points for fire hazards.

Based on the fire risk maps located in this report, the following acreage of the county is located within areas deemed as "high risk" and "very high risk" and could be vulnerable to fire. In terms of approximate burnable acreage within the county, these figures represent the areas at highest risk for a large fire outbreak.

- **High Risk: 4,272,081 acres**
- **Very High Risk: 1,672,519 acres**

The Local Mitigation Strategy recognizes that with a changing climate, there is a potential for an increasing risk of environmental impacts from wildfire and that future mitigation and adaptation strategies related to this hazard should be considered.

5.16 SOCIETAL, ECOLOGICAL AND TECHNOLOGICAL HAZARDS

5.16.1 Background

There are several hazards that are not a natural function of the Earth's atmosphere and climate within Volusia County, Florida, and these include technological and societal hazards. The environmental, economic and societal implications of the following societal and technological hazards are covered in Appendix H (HIRA Consequences) and Appendix J (Consequences by Hazard) of this report.

- **Cyber Attack**
  Cyber-attacks include the use of electronic devices to attack, cripple or damage information systems held by governmental or private institutions, as well as individual citizens.
- **Civil Disturbance**
  Civil disturbances can occur due to socio-economic, political or other reasons. These types of events typically occur in public places, including court houses or town civic spaces.
- **Coastal Oil Spill**
  While oil spills would primarily affect the Gulf coast of Florida, oil spills can negatively affect tourism and ecological conditions on the Atlantic coast of Florida.
- **Terrorism**
  Terrorism includes any attempt to attack, cripple or damage public goods, pubic infrastructure or citizens on a large scale.
- **Mass Migration**
  Mass-migration occurs when persons of one geographic area move in large numbers to another geographic location.
- **HazMat**
  Hazardous material (HazMat) includes events when liquid, solid or gaseous chemicals that are harmful or fatal to humans or ecological infrastructure disperse into the atmosphere.
- **Agro-Terrorism**
  Agro-Terrorism includes any attempt to maliciously destroy or harm the agricultural industry, the secondary effects of which can be disease, famine and massive economic loss.
- **Public Health Emergencies**
  Public health emergencies include medical surges (often from mass casualty events) that require hospitals to act beyond normal capacity. Pandemics are included in this category.
- **Agricultural Infestations**
  Agricultural Infestations, Invasive Species, and Diseases Infestation or disease in agriculture is when biological entities such as insects, rodents, bacteria or viruses significantly increase in a given area, affecting crops to the point where human and animal health is threatened, valuable crops may be damaged or significant environmental resources may be lost. Examples of common Volusia infestations are caused by mosquitos, citrus greening, southern pine beetle, Florida Dampwood Termites, rats, or noxious plants like Brazilian Pepper Tree, etc.

Volusia County has 140,205 acres of land with an "Agricultural" land use designation. In 1997 and 1998, Florida's agricultural community was forced to focus time and resources communicating to the general public about the Mediterranean fruit fly (Medfly) and the control methods used to eradicate the pest when the fly threatened the state's $6.8 million agriculture industry. The Florida Agricultural Extension is a partnership between the University of Florida Institute of Food and Agricultural Sciences (IFAS), the United States Department of Agriculture (USDA) and county governments in Florida to provide scientific knowledge and expertise to the public through educational programs. Volusia County has cattle farms, citrus orchards, ferneries, and other agricultural enterprises that are vulnerable to infestations and disease. Information on these infestations and diseases is available at http://www.volusia.org/services/community-services/extension/.

Cattle diseases like Mad Cow, Hartwater, and hoof-and-mouth and citrus disease like Greening and Canker are of concern to Volusia farmers. Coordination with the University of Florida IFAS and Volusia County Extension is the first step in mitigation planning for agricultural infestations and disease. A notable source of information on the distribution of invasive plants, insects, animals and diseases in Volusia can be found at the Early Detection and Distribution Mapping system website, http://www.eddmaps.org, known as EDDMapS. The EDDMapS web-based mapping system documents invasive species and disease distribution. The site combines data from other databases and organizations as well as volunteer observations to create a national network of invasive species distribution data that is used by scientists, researchers, land managers, land owners, educators, conservationists, ecologists, farmers, foresters, state and national parks. Florida has ecosystems not found in the other 47 contiguous states, and it also has more non-native species than any state other than Hawaii.

If important natural resources such as mangroves, sea oats, oyster beds, etc. are overrun by invading species, then the county will be more vulnerable to the consequences of all other hazards. With the disappearance of natural barriers, lower impacting hazards will have increasingly stronger impacts on residents, businesses, critical infrastructure and the ability of the County to provide uninterrupted program operations. Faculty members at the University of Florida currently are conducting research and outreach programs to better understand and control these exotic invasive species. Until controls are in place the entire population of Volusia is at risk to the effects of a degrading ecosystem.

With its plant-friendly south temperate/subtropical climate, Florida particularly suffers from the introduction and unchecked growth of exotic plants. Almost half (1,180) of the 3,834 plant species found in Florida have arrived here since European occupation. Since plants are the base of the food chain, exotic "takeovers" can jeopardize plant-dependent wildlife and the whole ecosystem. The Florida Exotic Pest Plant Council (FLEPPC) has identified 152 non-native invasive species that are invading and disrupting native plant communities (2011 list). EDDMapS notes 299 separate invasive plant, animal, and insect species found in Volusia County to date. Many of the listed species are distributed throughout the county and are found in natural and disturbed landscapes.

In Florida, at least 60 species of exotic birds have bred in the wild. Despite this fact, the chance of persisting survival of non-indigenous birds is uncertain. Among those species which have survived and thrived as pests are Muscovy ducks, rock doves, European starlings, house sparrows, and monk parakeets. Though troublesome in other respects, some species (such as feral pigs) are important as prey for native predators (Florida panthers) and serve as an attraction for hunters. However, negative impacts from invasive species include habitat destruction, competition with native species, predation, hybridization, disease and parasites.

Florida mammal pests include the Norway rat, roof rat, house mouse and feral pig. Siting of invasive fish in Volusia include Lionfish, and Nile Tilapia. Annually, insect pests cause an estimated $1 billion in damages in Florida, and many of the worst pests are non-indigenous. According to entomologist Dr. John Capinera, 1,218 invading species become established in Florida annually. These non-natives arrive by flying, walking, swimming, rafting and by stowing away on cargo (often on infested plants commercially imported).

On top of having profound ecological impacts, invasive species cost Floridians over $500 million each year; these costs include monitoring, testing, management, eradication, and restoration efforts. The probability of invasive species continuing to impact Volusia County is considered likely, occurring once a year or more.

5.17 CONCLUSIONS ON HAZARD RISK

The hazard profiles presented in this section were developed using best available data and result in what may be considered principally a qualitative assessment as recommended by FEMA in its "How-to" guidance document titled *Understanding Your Risks: Identifying Hazards and Estimating Losses* (FEMA Publication 386-2). It relies heavily on historical and anecdotal data, stakeholder input, and professional and experienced judgment regarding observed and/or anticipated hazard impacts. It also carefully considers the findings in other relevant plans, studies and technical reports.

5.17.1 Hazard Risk Scoring

In order to provide a comprehensive assessment of each hazard in each jurisdiction, the hazards were scored based on a number of vulnerability factors including area impacted, health and safety of the population, property, environment, and economic vulnerability. Each of these factors has been assigned a number between one and five, based on risk, with five being the greatest. The values then were summed and multiplied by the probability of occurrence factor, which is also a 1 to 5 scale. The resulting value is a risk rating for each hazard within a specific jurisdiction. **Table 5.19** provides the top three hazard vulnerabilities for each participating jurisdiction within Volusia County. A complete list of hazards for each jurisdiction as well as the score for each hazard and vulnerability factor can be found in **Appendix F**. Further, the Vulnerability Assessment (Section 6) also provides information on hazard vulnerability at the jurisdictional level.

TABLE 5.19: Snapshot of Hazard Risk Ranking

	Hazard Risk Ranking		
	First	**Second**	**Third**
Daytona Beach	High Winds	Hail	Storm Surge, Tsunami
Daytona Beach Shores	All-Natural Hazards	Flooding	Storm Surge, Tsunami
DeBary	Flooding	High Winds	Lightning
DeLand	High Wind	Hail	Severe Winter Storm
Deltona	Lightning	Severe Winter Storm	Drought
Edgewater	Thunderstorm	Severe Winter Storm	Drought
Holly Hill	High Winds	All-Natural Hazards	Lightning
Lake Helen	High Winds	Flooding	Drought
New Smyrna Beach	High Winds	Flood	Storm Surge
Oak Hill	Flooding	Flooding	Wildfire
Orange City	Lightning	High Winds	Drought
Ormond Beach	High Winds	Flooding	Storm Surge
Pierson	Wildfire	Wind	Drought
Ponce Inlet	High Winds	Storm Surge/Tsunami	Flooding

TABLE 5.19: Snapshot of Hazard Risk Ranking

	Hazard Risk Ranking		
	First	**Second**	**Third**
Port Orange	High Winds	Lightning	Severe Winter Storm
South Daytona	Flooding	Storm Surge, Tsunami	All-Natural Hazards
Unincorporated	High Winds	Flooding	Wildfire

5.17.2 Final Determinations

The conclusions drawn from the hazard profiling process for Volusia County resulted in the classification of risk for each identified hazard according to three categories: High, Moderate and Low Risk (**Table 5.20**). For purposes of these classifications, risk is expressed in relative terms according to the estimated impact that a hazard will have on human life and property throughout all of Volusia County. A more quantitative analysis to estimate potential dollar losses for each hazard has been performed separately, and is described in the *Vulnerability Assessment* section.

It should be noted that although some hazards are classified below as posing low risk, their occurrence of varying or unprecedented magnitudes is still possible in some cases and their assigned classification will continue to be evaluated during future plan updates.

Three risk categories – high risk, moderate risk, and low risk, were developed for each hazard in order to establish a baseline relative risk assessment. The following scoring system was developed in order to score hazards.

Hazard Score = Frequency of Hazard x Community Cost of Hazard

Point System:

Frequency of Hazard > 10 Times Per Year: 30
Frequency of Hazard > 1 Time Per Year, < 10 Times Per Year: 10
Frequency of Hazard < 1 Time Per Year: 5
Frequency of Hazard < 1 Time Per 10 Years: 1

General Cost Per Occurrence > $10,000,000: 20
General Cost Per Occurrence $500,000 - $10,000,000: 10
General Cost Per Hazard Occurrence $100,000 - $500,000: 5
General Cost Per Hazard Occurrence < $100,000: 2

Hazard Point Matrix

Hazard	Frequency	Cost Severity	Total Score
Hurricane/Tropical Storm	5	20	100
Wildfire	10	10	100
Storm Surge	5	20	100
Flooding	30	2	60
Lightning	30	2	60
Thunderstorm	30	2	60
Erosion	5	10	50
Tornado	5	10	50
Drought	5	10	50
Sinkhole	10	2	20
Hail	10	2	20
Severe Winter Storm	1	20	20
Tsunami	1	20	20
Sea Level Rise	N/A	N/A	N/A

*Sea level rise does not fit the same hazard classification standard at this time. Impacts will be more measurable in future years as new water level and losses data is collected and aggregated.

TABLE 5.20: Conclusions on Hazard Risk for Volusia County (Natural Hazards)	
HIGH RISK (51 Points or More)	Hurricane and Tropical Storm (High Winds) Flooding Lightning Thunderstorm Wildfire Storm Surge
MODERATE RISK (25 to 50 Points)	Drought Tornado Erosion
LOW RISK (Less than 25 points)	Hail Severe Winter Storm Sinkhole Tsunami

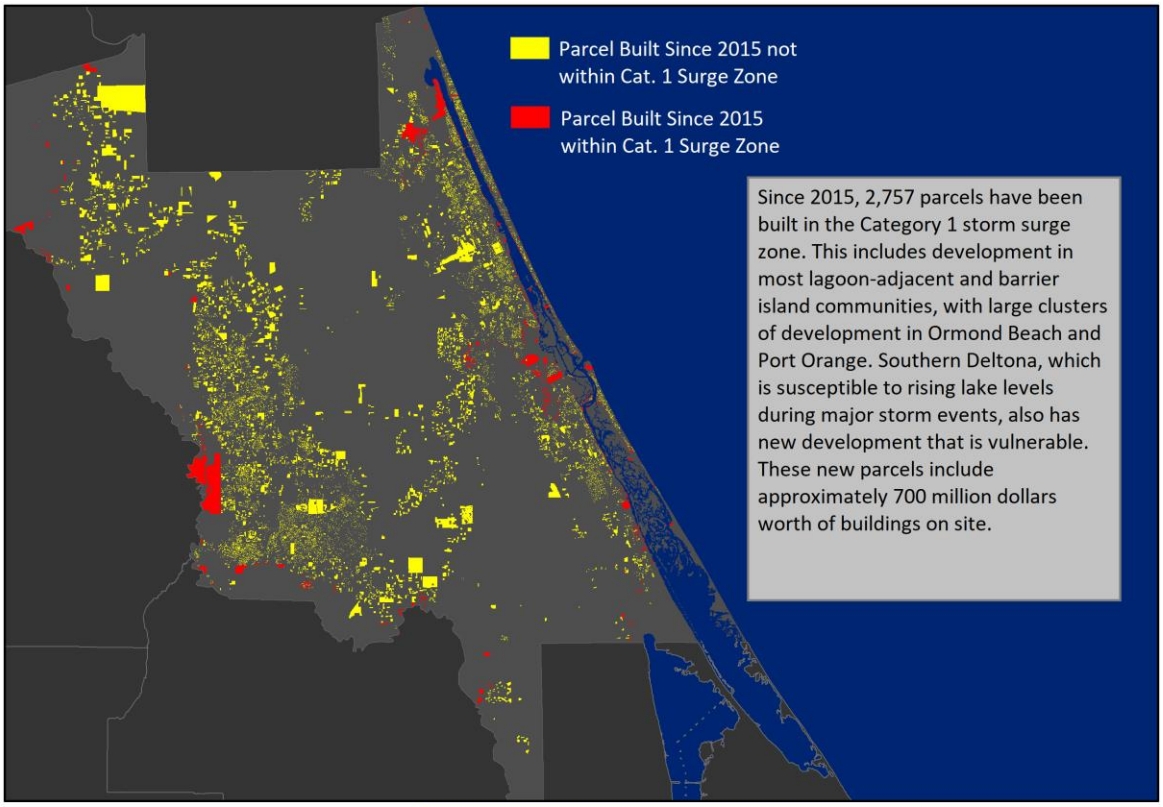
5.18 DEVELOPMENT SINCE 2015 (LAST LMS SUBMITTAL)

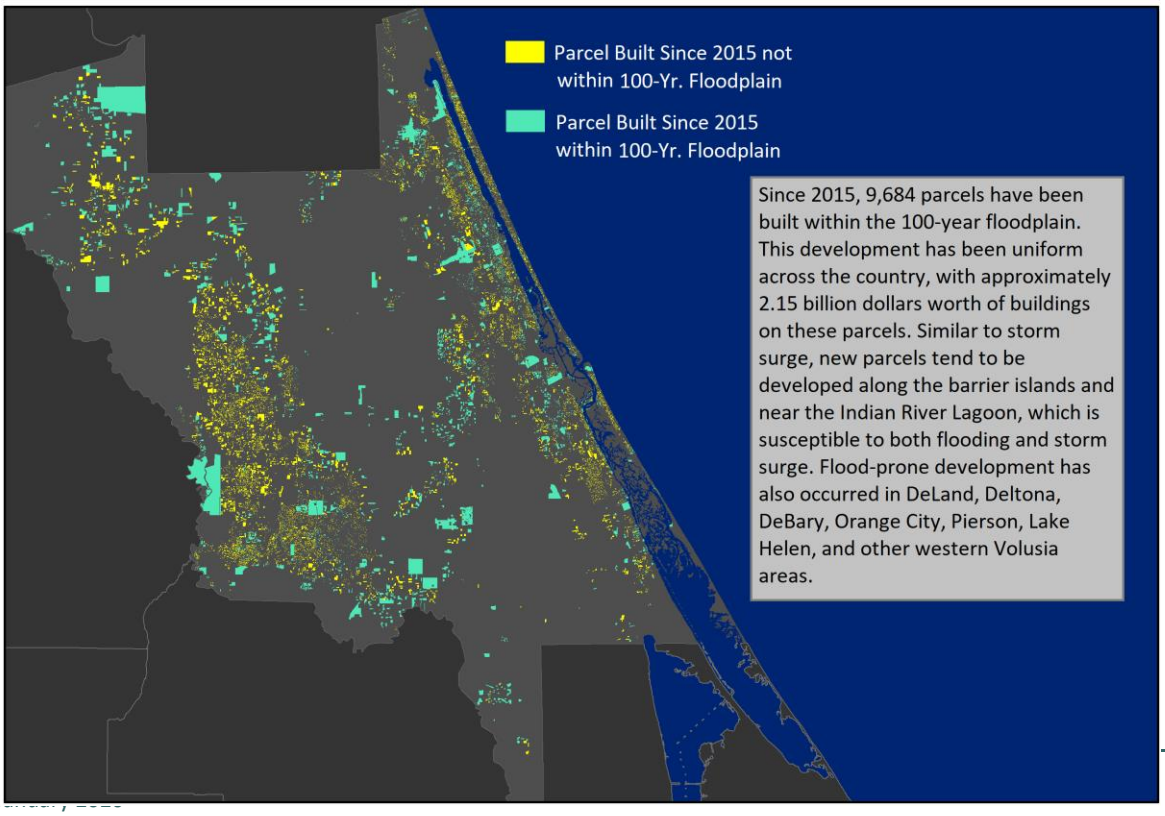
The map on the next page shows development in Volusia County from 2015 to 2019 with exposure to flood zones and the category 1 storm surge zone. Overall, development in the county has been fairly uniform and spread across the County.

The eastern portion of the county is susceptible to more hazards than the western portion, in general. Areas such as Ormond Beach, Daytona Beach, Holly Hill, South Daytona, Ponce Inlet and New Smyrna Beach have experienced growth since 2015, much of it along the barrier islands to the east of the Indian River Lagoon. These areas are susceptible to hurricanes, storm surge, and sea level rise. The western portion of the county has also experienced growth. Deltona, DeBary, DeLand and Orange City are typically more susceptible to sinkholes.

For more information on recent development in the hazard zones covered in this report, view the Vulnerability Assessment in Section 6.

FIGURE 5.15: Development, 2015-2019





SECTION 6 – VULNERABILITY ASSESSMENT

44 CFR Requirement

44 CFR Part 201.6(c)(2)(ii): The risk assessment shall include a description of the jurisdiction's vulnerability to the hazards described in paragraph (c)(2)(i) of this section. The description shall include an overall summary of each hazard and its impact on the community. The plan should describe vulnerability in terms of: (A) The types and numbers of existing and future buildings, infrastructure, and critical facilities located in the identified hazard areas; (B) An estimate of the potential losses to vulnerable structures identified in paragraph (c)(2)(ii)(A) of this section and a description of the methodology used to prepare the estimate; (C) Providing a general description of land uses and development trends within the community so that mitigation options can be considered in future land use decisions.

6.1 OVERVIEW

This section builds upon the information provided in Section 5: *Hazard Profiles* by identifying and characterizing an inventory of assets in Volusia County, and then assessing the potential impact and amount of damages that can be expected to be caused by each identified hazard event. The primary objective of the vulnerability assessment is to quantify exposure and the potential loss estimates for each hazard. In so doing, Volusia County and its participating jurisdictions and partners may better understand their unique risks to identified hazards and be better prepared to evaluate and prioritize specific hazard mitigation actions.

This section begins with an explanation of the methodology applied to complete the hazard vulnerability assessment, followed by a summary description of the asset inventory as compiled for Volusia County. The remainder of this section focuses on the results of the vulnerability assessment, and is organized by hazard as listed below.

- **Atmospheric**
  - Hail
  - Hurricane and Tropical Storm
  - Lightning
  - Severe Winter Storm
  - Thunderstorm
  - Tornado
- **Hydrologic**
  - Coastal Erosion
  - Drought
  - Flood
  - Storm Surge
  - Sea Level Rise
- **Geologic**
  - Sinkhole

- Tsunami

- **Other**
  - Wildfire
  - Sea Level Rise

6.2 ASSESSMENT METHODOLOGY

This vulnerability assessment was conducted utilizing two distinct methodologies: (1) a Geographic Information System (GIS)-based analysis; and (2) applying a statistical risk assessment approach. Each approach provides estimates for the potential impact of hazards by using a common, systematic framework for evaluation, including historical occurrence information. The results of the vulnerability assessment are provided for each hazard listed above.

A GIS-based analysis was conducted for seven hazards:

- Hurricane and Tropical Storm
- Riverine Flood
- Coastal Flood (Storm Surge)
- Sea Level Rise
- Coastal Erosion
- Tsunami
- Sinkhole
- Wildfire

A statistical risk assessment approach was used to analyze six hazards:

- Hail
- Thunderstorm
- Lightning
- Tornado
- Severe Winter Storm
- Drought

6.2 GIS-Based Analysis

For the GIS-based assessment, digital data was collected from local, state and national sources. ESRI® ArcGIS™ 10.6 was used to assess risk utilizing digital data including local tax records for individual parcels and georeferenced point locations for critical facilities. Using these data layers, risk was assessed by estimating the assessed building value associated with parcels determined to be located in identified hazard areas. HAZUS-MH was also used to model hurricane force winds and estimate potential losses. To estimate population in hazard areas, Census 2010 population data by census block was obtained from HAZUS-MH and census blocks intersecting with hazard areas were used to determine exposed population counts.

Census 2010 data was used for analyses as it is available by census block. There are other population estimates that are provided by reputable sources; however, they are only available at the jurisdiction

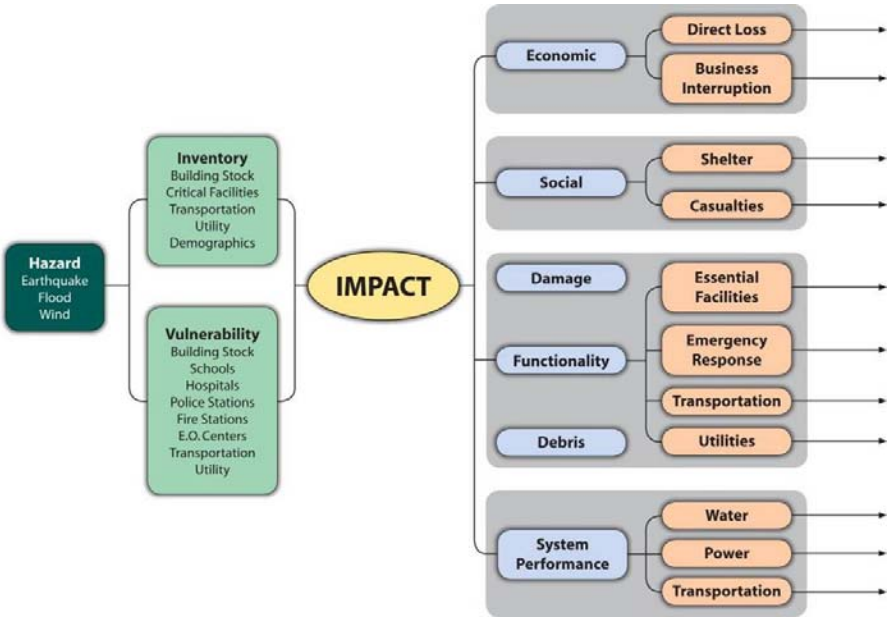
level (e.g., county or city). Jurisdictional level population estimates cannot be used to accurately conduct GIS analyses to determine how much of the county and its population is exposed to various hazards based on geographic location (i.e., census block or tract level). When the next decennial census population data is available the county will consider reassessing the populations that are vulnerable to various hazards.

The objective of the GIS-based analysis was to determine the estimated vulnerability of people, buildings and critical facilities to the identified hazards for Volusia County using best available geospatial data. In so doing, local databases made available through Volusia County such as local tax assessor records, parcel boundaries and critical facilities data were used in combination with digital hazard data. The results of the analysis provided an estimated number of people, as well as the numbers and values of buildings and critical facilities determined to be potentially at risk to those hazards with delineable geographic hazard boundaries. These hazards included flood, storm surge, dam failure, wildfire and technological hazards. A more specific description of the GIS-based analysis for each particular hazard is provided under the vulnerability assessment section of each respective hazard.

HAZUS-MH

HAZUS-MH is FEMA's standardized loss estimation software program built upon an integrated GIS platform (**Figure 6.1**) to conduct analysis at a regional level (i.e., not on a structure-by-structure basis). The HAZUS-MH risk assessment methodology is parametric, in that distinct hazard and inventory parameters (e.g., wind speed and building types) were modeled using the HAZUS-MH software to determine the impact (i.e., damages and losses) on the built environment. This risk assessment applied HAZUS-MH to produce countywide profiles and estimate losses for three hazards at the jurisdictional level. At the time this analysis was completed, HAZUS-MH MR-3 was used to estimate potential losses from hurricane winds, coastal flood, and earthquake using HAZUS-MH default building stock inventory data. The results of the HAZUS-MH model analysis include annualized loss estimates for each participating jurisdiction in Volusia County so that potential loss values may be compared to one another throughout Volusia County. In generating loss estimates through HAZUS-MH, some data normalization was necessary to account for recognized differences between actual assessed building values as provided by Volusia County and estimated replacement building value data as provided within HAZUS-MH. In order to account for the difference between modeled and actual values, the ratio of estimated losses produced by HAZUS-MH as compared to total HAZUS-MH building inventory was used to estimate percent damage. The percent damage ratio was then applied to the local assessed values of each jurisdiction to estimate potential losses and loss ratios in Volusia County for this analysis. The 2019 parcel values were used to generate annualized losses.

Figure 6.1: Conceptual Model of HAZUS-MH Methodology



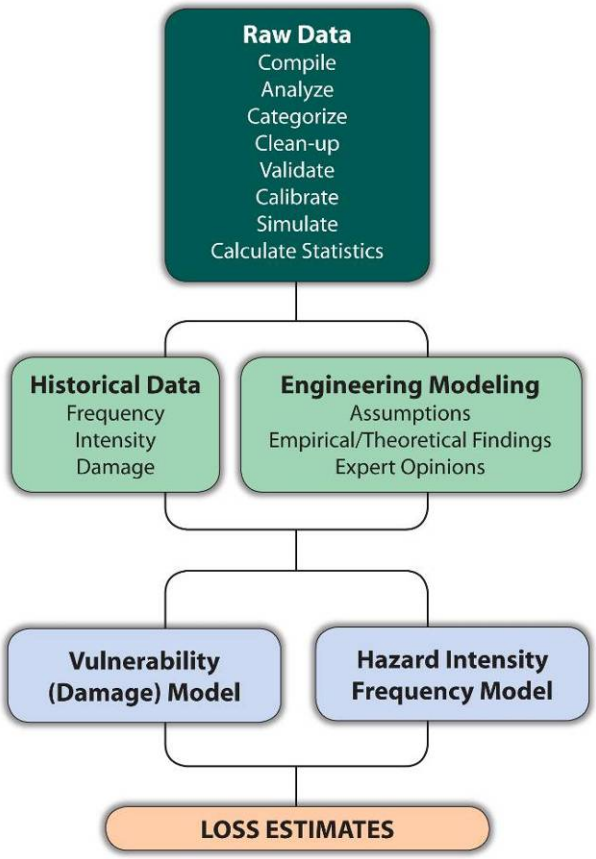
6.3 Statistical Risk Assessment Methodology

The statistical risk assessment approach was applied to analyze hazards of concern that were outside the scope of HAZUS-MH and the GIS-based risk assessment. This methodology uses a statistical approach and mathematical modeling of risk to predict a hazard's frequency of occurrence and estimated impacts based on recorded or historic damage information. This methodology was used to assess risk to the extreme temperatures, hail, tornado, winter storm and drought hazards. Available historical data for each hazard was used and statistical evaluations were performed. The general steps used in the statistical risk assessment methodology are summarized below:

1. Compile data from local, state and national sources, as well as literature;
2. Clean up data, including removal of duplicate records and update losses to account for inflation;
3. Identify patterns in frequency, intensity, vulnerability and loss
4. Statistically and probabilistically extrapolate the patterns; and
5. Produce meaningful results, including the development of annualized loss estimates.

Figure 6.2 illustrates a conceptual model of the statistical risk assessment methodology as applied to the Volusia County area.

Figure 6.2: Conceptual Model of the Statistical Risk Assessment Methodology



The vulnerability assessment findings are presented in terms of potential annualized losses, wherever possible. In general, presenting results in the annualized form is useful in three ways:

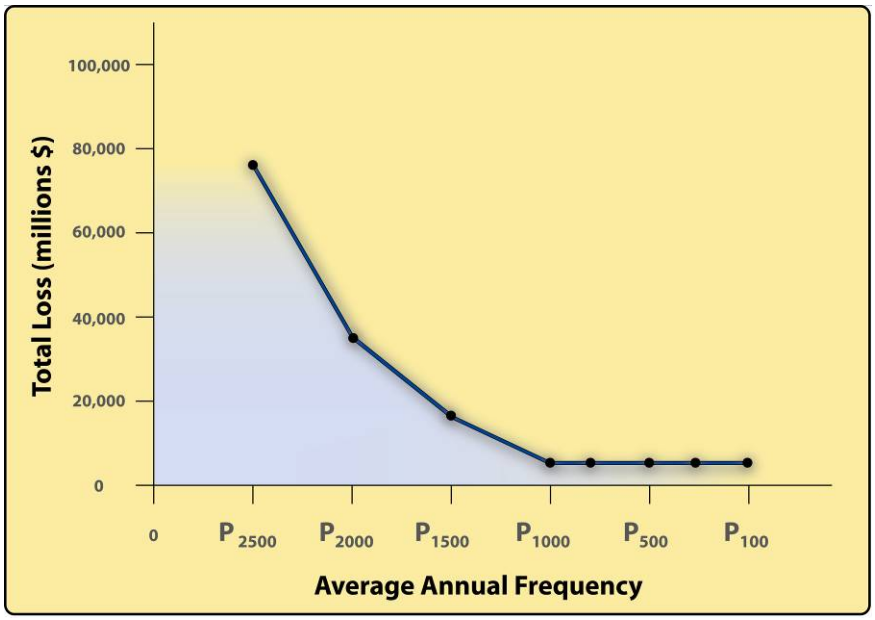
1. This approach accounts for the contribution of potential losses from all future disasters;
2. Annualized results for different hazards are readily comparable, thus easier to rank; and
3. The use of annualized losses is the most objective approach for evaluating mitigation alternatives.

Annualized losses for the hazards where the parametric approach was utilized were computed in a three-step process:

1. Compute/estimate losses for a number of scenario events with different return periods [e.g., 10-year, 100-year, 200-year, 500-year, etc.];
2. Approximate the Probability versus Loss Curve through curve fitting; and
3. Calculate the area under the fitted curve to obtain annualized losses.

This approach is illustrated graphically in **Figure 6.3**. For other hazards where the statistical approach was used, the computations are based primarily on the observed historical losses.

Figure 6.3: Graphical Representation of the Annualized Loss Methodology



The economic loss results are presented here using two interrelated risk indicators: Annualized Loss and Annualized Loss Ratio. The Annualized Loss is the estimated long-term weighted average value of losses to property in any single year in a specified geographic area (i.e., municipal jurisdiction). The Annualized Loss Ratio expresses estimated annualized loss normalized by assessed building value.

The estimated Annualized Loss (AL) addresses the key idea of risk: the probability of the loss occurring in the study area (largely a function of building construction type and quality). By annualizing estimated losses, the AL factors in historic patterns of frequent smaller events with infrequent but larger events to provide a balanced presentation of the risk. The Annualized Loss Ratio (ALR) represents the AL as a fraction of the assessed value of the local inventory. This ratio is calculated using the following formula:

ALR = Annualized Losses / Total Exposure

The ALR gauges the relationship between average annualized loss and assessed values. This ratio can be used as a measure of vulnerability in the areas and since it is normalized by assessed value, it can be directly compared across different geographic units such as metropolitan areas, counties or municipalities.

Loss estimates provided in this vulnerability assessment are based on best available data, and the methodologies applied result in an approximation of risk. These estimates should be used to understand relative risk from hazards and potential losses. Uncertainties are inherent in any loss estimation

methodology, arising in part from incomplete scientific knowledge concerning natural hazards and their effects on the built environment. Uncertainties also result from approximations and simplifications that are necessary for a comprehensive analysis (e.g., incomplete inventories, demographics or economic parameters).

Findings for each hazard are detailed in the hazard-by-hazard vulnerability assessment that follows.

6.3 ASSET INVENTORY

An inventory of Volusia County's georeferenced assets was created in order to identify and characterize those properties potentially at risk to the identified hazards. By understanding the type and number of assets that exist and where they are located in relation to known hazard areas, the relative risk and vulnerability for such assets can be assessed. Three categories of assets were created and assessed through GIS analysis, including:

1. Improved Property: Includes all improved properties in unincorporated areas according to local parcel data provided by Volusia County. The information has been expressed in terms of the number of parcels, number of buildings, and total assessed value of improvements (buildings and accessory structures) that may be exposed to the identified hazards.

2. Critical Facilities: Includes Volusia County's emergency operations centers, fire stations, police stations, schools and hospitals.

3. Critical Infrastructure: Includes primary roads and active railroads.

Improved Property

Table 6.1 lists the number of parcels with improved property (i.e., structures) and the total assessed value of improvements[1] for unincorporated Volusia County and the incorporated areas (study area of vulnerability assessment). The study area is depicted in **Figure 6.4**. The population by census block has been illustrated in lieu of the parcels, which would not be meaningful at the countywide scale map. The population by census block is illustrated to show where populations are concentrated in the study region. According to the U.S. Census American Community Survey (2014-17), there were 2.36 people per household. There were 2.32 people per household according to the 2010 U.S. Census.

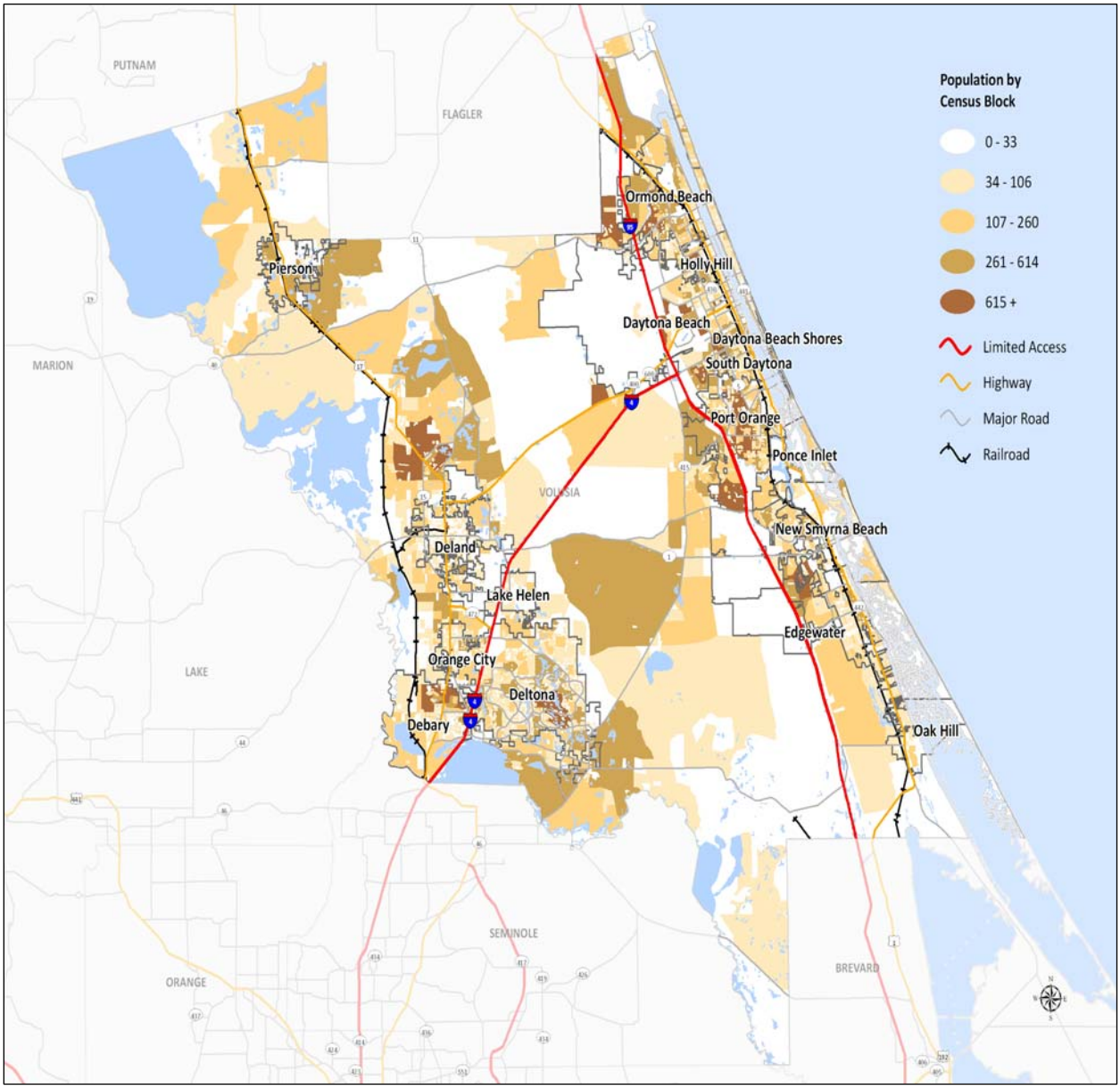
[1] Total assessed values for improvements is based on 2019 Volusia County tax assessor records (noted in table as 'Building Value')

TABLE 6.1: Volusia County Improved Property

JURISDICTION	TOTAL ESTIMATED NUMBER OF IMPROVED PARCELS/CONDOS	TOTAL IMPROVED VALUE OF IMPROVED PARCELS/CONDOS
Daytona Beach	20,804	5,036,150,652
Daytona B. Shores	670	235,084,140
DeBary	8,835	1,458,448,319
De Land	11,557	2,429,373,658
Deltona	33,997	4,758,973,858
Edgewater	9,899	1,342,087,145
Holly Hill	4,665	565,510,613
Lake Helen	1,151	140,464,924
New Smyrna Beach	13,775	2,761,841,839
Oak Hill	1,105	117,259,007
Orange City	3,210	784,734,035
Ormond Beach	17,146	3,485,721,297
Pierson	665	79,895,417
Ponce Inlet	1,248	321,498,032
Port Orange	22,101	4,016,512,204
South Daytona	4,810	630,136,924
Unincorporated	73,959	11,005,217,616
TOTAL	**187,054**	**39,168,909,680**

Source: Volusia County Property Appraiser Data (2019)

FIGURE 6.4: Volusia County LMS Study Region with Population by Census Block



Source: 2010 U.S. Census

Critical Facilities

Table 6.2 lists Volusia County's critical facilities, as identified by each jurisdiction in Volusia County.

A full listing of the critical facilities and their exposure to each hazard included in this vulnerability assessment is located in **Appendix E**. This information is not available for public distribution as it contains sensitive information. The critical facilities data is on file with Volusia County Emergency Management.

Please note that the numbers within this critical facility listing do not include lift stations, wastewater facilities or sewage treatment facilities. Information on those facilities can be found within Appendix E and the Volusia County Floodplain Management Plan, within Appendix I, by jurisdiction.

TABLE 6.2: Volusia County "Core" Critical Facilities

JURISDICTION	Number
Daytona Beach	65
Daytona Beach Shores	8
DeBary	6
DeLand	44
Deltona	17
Edgewater	12
Holly Hill	11
Lake Helen	5
New Smyrna Beach	25
Oak Hill	7
Orange City	18
Ormond Beach	56
Pierson	8
Ponce Inlet	7
Port Orange	52
South Daytona	14
Unincorporated	8
TOTAL	**363**

Source: All Jurisdictions (Cities, County)

Note: These numbers do not reflect certain types of critical facilities that are additionally listed in the Critical Facility Appendix within this report. Please reference that listing for more information. These numbers only reflect the number of "core" facilities, not including water and sewage treatment plants or state flood facilities.

Specifically, this table identifies 922 out of a total of 1125 total critical facilities identified.

Infrastructure and Lifelines

Table 6.3 lists Volusia County's primary roads and railroads.

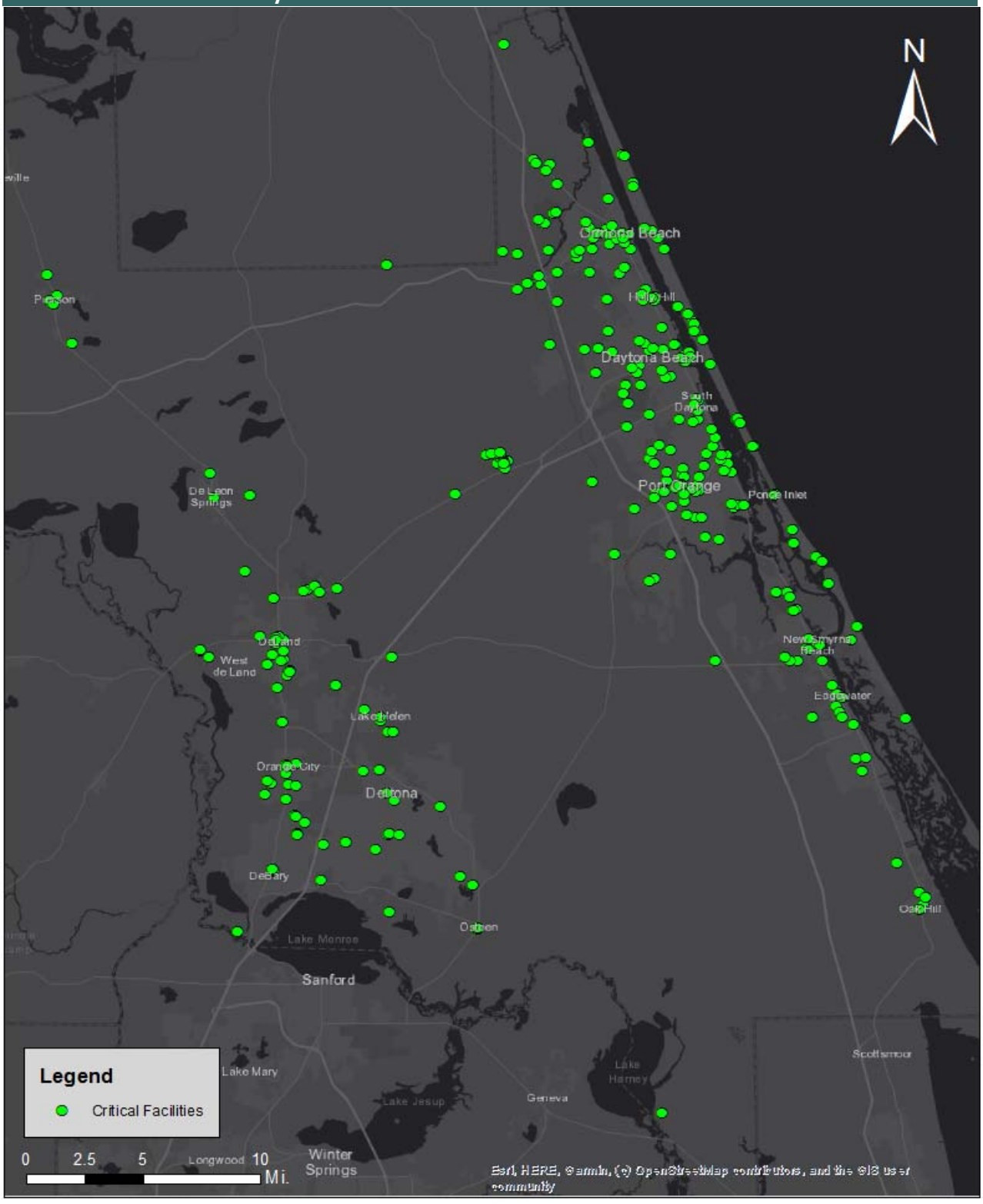
TABLE 6.3: Infrastructure

JURISDICTION	Limited Access (mi)*	Highway (mi)*	Railroad (mi)**
Daytona Beach	5.02	8.66	3.56
Daytona Beach Shores	-	-	-
DeBary	0.22	5.35	6.87
DeLand	-	7.64	1.18
Deltona	6.28	0.02	-
Edgewater	2.20	7.32	5.41
Holly Hill	-	2.73	2.56
Lake Helen	1.10	-	-
New Smyrna Beach	-	6.30	6.69
Oak Hill	-	2.88	1.93
Orange City	-	4.27	-
Ormond Beach	3.41	5.02	7.89
Pierson	-	3.21	4.03
Ponce Inlet	-	0.27	-
Port Orange	10.61	3.40	4.94
South Daytona	-	2.51	2.36
Unincorporated	62.53	50.84	51.05
TOTAL	**91.36**	**110.42**	**98.48**

Source: Volusia County GIS Department

Figure 6.5 illustrates the general locations of the critical facilities and infrastructure according to currently georeferenced point and line locations. Facilities were provided by each jurisdiction.

FIGURE 6.5: Volusia County Critical Facilities



6.4 HAIL

As it cannot be predicted where hail may fall, all existing and future buildings, facilities and populations in Volusia County are considered to be equally exposed to this hazard and could potentially be impacted. When hail impacts Volusia County and all municipalities, populations are vulnerable to the consequences of damage from hail. Hail can become as big as baseballs or golf balls, damaging structures such as car windows, emergency vehicles, exposed persons and communication systems, but is typically the size of pennies or quarters in Florida. Hail storms can last for a few minutes to hours. It is important to note that only reported hail events have been factored into this vulnerability assessment[2]. If hail strikes a human being it can cause personal injury.

To estimate losses due to hail, the National Climatic Data Center (NCDC) historical hail event loss data for occurrences in the county were used to develop a hail stochastic model. In this model:

- Losses were scaled for inflation;
- Average historic hail damageability was used to generate losses for historical hail events where losses were not reported;
- Expected annualized losses were calculated through a non-linear regression of historical data; and
- Probabilistic losses were scaled to account for would-be losses where no exposure/instrument was present at the time of the event.

Table 6.4 shows total exposure and potential annualized property losses and annualized percent loss ratios resulting from hail for Volusia County. While all of Volusia County's inventoried assets are equally exposed to hail, any anticipated future damages or losses are expected to be minimal. The graph below describes the common reference names to different sizes of hail. Florida typically experiences pea to half-dollar sized hail.

FIGURE 6.6: Hail Typology

Appearance	Approximate Size in Inches
Pea	0.25 - 0.50 inch
Penny	0.75 inch
Nickel	0.88 inch
Quarter	1.00 inch
Half Dollar	1.25 inch
Walnut/Ping Pong	1.50 inch
Golf ball	1.75 inch
Hen Egg	2.00 inch
Tennis Ball	2.50 inch
Baseball	2.75 inch
Tea Cup	3.00 inch
Grapefruit	4.00 inch
Softball	4.50 inch

Source: National Climatic Data Center (2014)

[2] It is possible that additional hail events may have occurred since 1950 that were not reported to NCDC and are not accounted for in this analysis.

TABLE 6.4: Total Exposure and Potential Annualized Losses from Hail

JURISDICTION	EXPOSURE (TOTAL IMPROVED VALUE OF PARCELS/CONDOS)	ANNUALIZED LOSSES	ANNUALIZED PERCENT LOSS RATIO
Daytona Beach	5,036,150,652	3,439	0.000%
Daytona B. Shores	235,084,140	0	0.000%
DeBary	1,458,448,319	0	0.000%
DeLand	2,429,373,658	0	0.000%
Deltona	4,758,973,858	0	0.000%
Edgewater	1,342,087,145	1,812	0.000%
Holly Hill	565,510,613	0	0.000%
Lake Helen	140,464,924	0	0.000%
New Smyrna Beach	2,761,841,839	0	0.000%
Oak Hill	117,259,007	0	0.000%
Orange City	784,734,035	0	0.000%
Ormond Beach	3,485,721,297	0	0.000%
Pierson	79,895,417	0	0.000%
Ponce Inlet	321,498,032	0	0.000%
Port Orange	4,016,512,204	109	0.000%
South Daytona	630,136,924	0	0.000%
Unincorporated	11,005,217,616	0	0.000%
TOTAL	**$39,168,909,680**	**$5,360**	0.000%

Sources: National Climatic Data Center, HAZUS-MH, Volusia County Property Appraiser Data (2019)

Additional Impacts of Hail on Structures and Property

While hail can have effects on populations and can cause injury, hail also has the ability to damage structures. Vulnerable areas of structures include pool screens, windows, and exposed pieces of personal property that are exposed to environmental conditions, such as outdoor décor or automobiles. The size of hail has a direct impact on the scope of the damage that it can incur on a structure. For example, golf ball sized hail (as depicted in Figure 6.6) can completely destroy exposed glass structures, while pea-to-penny-sized hail would have a far lower ability to incur such damage.

There are no specific areas of the county that are at a higher risk to property damage as a result of hail from a geographic perspective. In situations where tornadoes are present, hail may have a higher likelihood of being present. Moreover, structures that have partial or full tree coverage could have lessened property damage due to hail as a result of the slowing speed of the hail before impact with personal property.

6.5 HURRICANE AND TROPICAL STORM

Since hurricanes and tropical storms often impact large areas and cross jurisdictional boundaries, all existing and future buildings, facilities and populations are considered to be exposed to this hazard and could potentially be impacted. All populations may be impacted by these events, but those at the highest risk include the homeless, disabled, elderly and lower income populations. Any persons living on the barrier islands or adjacent to the Intracoastal Waterway system may also be disproportionately impacted. Critical infrastructure such as communication systems and power sources are vulnerable to this event. Hurricanes and tropical storms can cause damage through numerous additional hazards such as flooding, coastal erosion, high winds and precipitation, thus it is difficult to estimate total potential losses from these cumulative effects.

The current HAZUS-MH hurricane model only analyzes hurricane winds and is not capable of modeling and estimating cumulative losses from all hazards associated with hurricanes. Therefore, only hurricane winds are analyzed in this section. Vulnerability to storm surge resulting from hurricanes is addressed individually in a separate section. A probabilistic scenario was created using HAZUS-MH to assess the vulnerability of Volusia County to hurricane winds. Default HAZUS-MH wind speed data and damage functions were used to determine the annual expected loss at the census tract level. **Table 6.5** shows estimated exposure, potential annualized losses for residential and commercial buildings and the annualized percent loss ratio for each jurisdiction in Volusia County. **Table 6.6** corresponds with **Figure 6.6** and depicts 2019 parcel exposure to wind hazard zones.

TABLE 6.5: Total Exposure and Potential Annualized Losses from Hurricane Wind and Tropical Storm

JURISDICTION	Exposure (Total Improved Value of Parcels/Condos)	Residential Building Losses	Commercial Building Losses	Total Annualized Expected Property Losses	Annualized Percent Loss Ratio
Daytona Beach	5,036,150,652	7,213,372	1,318,515	14,134,287	0.33%
Daytona B. Shores	235,084,140	2,179,703	121,975	3,439,875	2.06%
DeBary	1,458,448,319	946,872	82,215	1,509,843	0.12%
DeLand	2,429,373,658	2,103,874	501,695	4,478,977	0.23%
Deltona	4,758,973,858	5,277,335	395,264	8,392,400	0.22%
Edgewater	1,342,087,145	1,817,815	198,429	3,115,697	0.28%
Holly Hill	565,510,613	1,023,774	222,873	2,225,637	0.42%
Lake Helen	140,464,924	219,437	21,569	382,395	0.31%
New Smyrna Beach	2,761,841,839	5774,210	776,789	10,671,867	0.50%
Oak Hill	117,259,007	212,684	25,306	392,471	0.41%
Orange City	784,734,035	899,198	211,544	1,750,025	0.27%
Ormond Beach	3,485,721,297	4,326,416	728,606	8,136,035	0.27%
Pierson	79,895,417	207,197	24,144	364,745	0.46%
Ponce Inlet	321,498,032	1,204,140	87,813	1,926,558	0.60%
Port Orange	4,016,512,204	5,942,167	674,178	10,225,446	0.25%
South Daytona	630,136,924	1,354,248	276,673	2,601,905	0.41%
Unincorporated	11,005,217,616	11,820,330	1,106,914	19,789,660	0.18%
Total	**$39,168,909,680**	**$52,522,781**	**$6,774,501**	**$93,537,825**	**N/A**

Sources: National Climatic Data Center, HAZUS-MH, Volusia County Property Appraiser Data (2019)

TABLE 6.6: 2019 Parcel Exposure to Wind Hazard Zones

Financial Exposure to Hazard Zones – *Cumulative Financial Values within Zones*						
Hazard Zone	**Parcels in Zone**	**Built Parcels**	**Land Value**	**Building Value**	**Assessed Value**	**Taxable Value**
91-95 mph	*44*	*9*	*$4,344,859*	*$364,934*	*$4,709,793*	*$606,995*
96-100 mph	*136,643*	*99,756*	*$5,169,670,365*	*$17,217,266,048*	*$22,285,171,648*	*$13,974,104,626*
101-105 mph	*151,347*	*102,260*	*$8,775,404,243*	*$21,951,278,698*	*$27,140,699,701*	*$18,386,669,381*

Build-Year Summary of Built Parcels within Hazard Zones – *Build Year Breakdown by Hazard Zone*						
Hazard Zone	**Built Parcels**	**Built Pre-1970**	**Built 1970-1979**	**Built 1980-1989**	**Built 1990-1999**	**Built 2000-2019**
91-95 mph	*9*	*1*	*0*	*1*	*3*	*4*
96-100 mph	*99,756*	*7,113*	*7,008*	*15,981*	*16,470*	*53,184*
101-105 mph	*102,260*	*18,338*	*9,902*	*19,250*	*12,224*	*42,546*

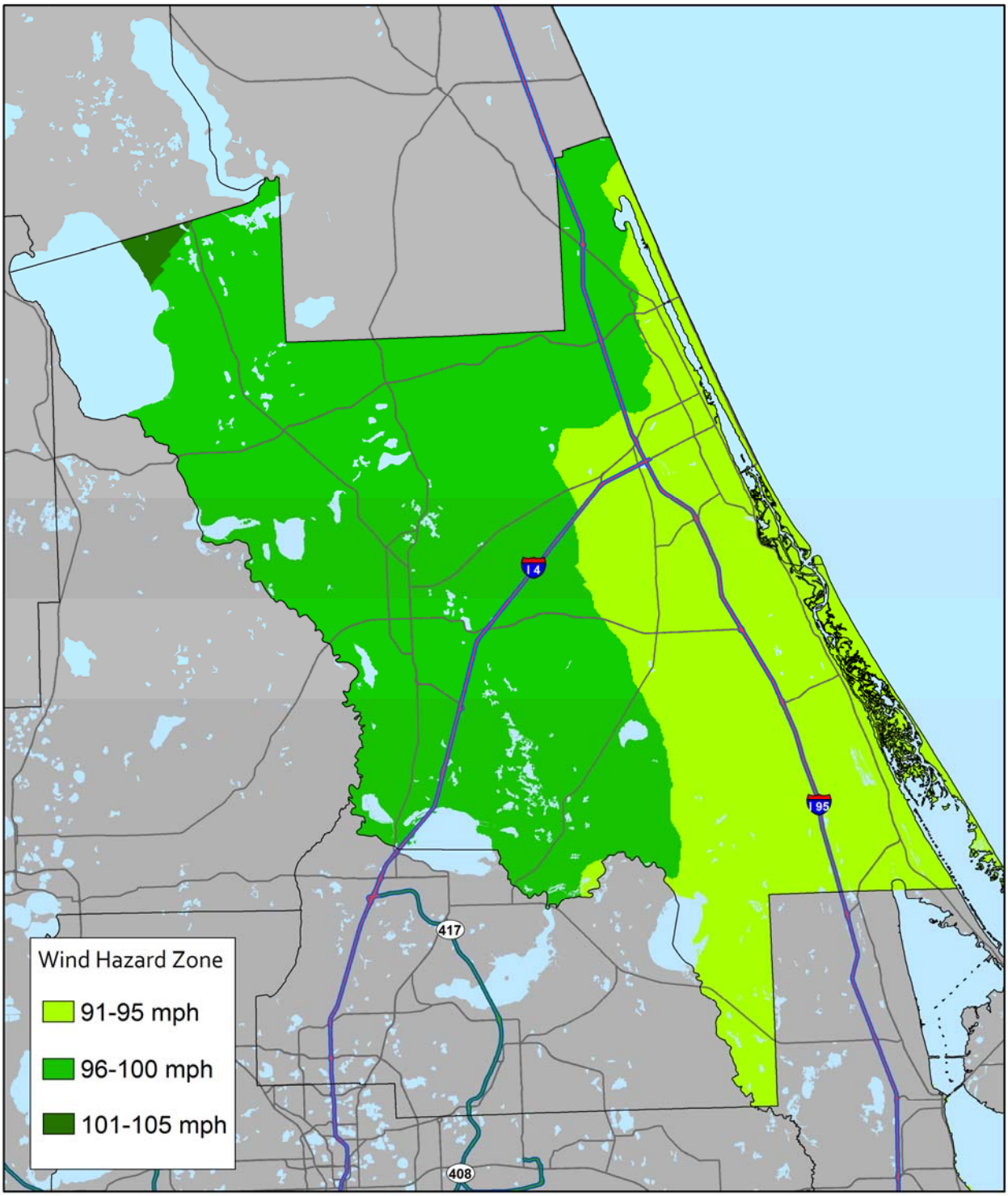
Land Use Summary of Parcels within Hazard Zones – *Number of Parcels per Land Use and Hazard Zone*						
Hazard Zone	**Residential**	**Commercial**	**Industrial**	**Institutional**	**Conserv./Agri.**	**Other/Vacant**
91-95 mph	*0*	*0*	*0*	*1*	*13*	*30*
96-100 mph	*94,104*	*3,053*	*1,013*	*1,286*	*4,053*	*33,134*
101-105 mph	*94,638*	*4,891*	*1,564*	*1,967*	*3,857*	*44,430*

Sources: HAZUS-MH, Volusia County Property Appraiser Data (2019) – Some parcels were not provided a land use code by VCPAO

Qualitative Assessment of Wind Hazard Zone Vulnerability

Table 6.6 (above) and Figure 7 on the following page depict the likely wind speeds that would be experienced within Volusia County during a hurricane situation. The model utilized takes the average tropical storm that is likely to hit Florida based off of historical data, which places Volusia County in a lower risk zone as compared to areas of the state such as the western panhandle and southeastern Florida. As depicted in the map on the following page, areas of the county that are at highest risk for wind damage are those within close proximity to the Atlantic Ocean or areas closest to the southeastern portion of the county. 151,347 parcels within the county are located within the 101-105 mile per hour hazard zone, representing the largest portion of parcels, while 136,643 parcels in the county are located within the 96-100 mile per hour zone. The build year of these parcels are fairly evenly distributed. However, 21.9% of the parcels within the 101-105 mile per hour zone were built before 1970, which could indicate that these buildings are at a higher risk for property damage. Please reference Appendix E for an entire listing of critical facilities and their corresponding wind hazard zones.

FIGURE 6.7: Wind Hazard Zones



Source: HAZUS-MH

6.6 LIGHTNING

As it cannot be predicted where lightning may strike, all existing and future buildings, facilities and populations in Volusia County are considered to be exposed to this hazard and could potentially be impacted. It is important to note that only reported lightning strikes have been factored into this vulnerability assessment[3].

To estimate losses due to lightning, NCDC historical lightning loss data for occurrences in the County were used to develop a lightning stochastic model. In this model:

- Losses were scaled for inflation;
- Average historic lightning damageability was used to generate losses for historical lightning events where losses were not reported;
- Expected annualized losses were calculated through a non-linear regression of historical data; and
- Probabilistic losses were scaled to account for would-be losses where no exposure/instrument was present at the time of the event.

Table 6.7 shows total exposure and potential annualized property losses and percent loss ratios resulting from the lightning hazard for Volusia County. Based on local knowledge, emergency managers in Volusia County are aware that approximately 4,000 lightning strikes occur each week during summer afternoon thunderstorms. Although the annualized losses from lightning in Volusia County are low, the probability and frequency are high. Therefore, it is anticipated that lightning will continue to threaten life and pose property damage throughout the county.

Lightning is a dangerous threat to people in the United States, particularly those who are outside during the summer. The number one area for fatalities due to lightning strikes is open fields, making Volusia County's 47 miles of Atlantic Ocean beach among the most dangerous in the County. This heightens the risk for the tourist population who may be unaware of the imminent danger of quickly approaching tropical systems that emit lightning. This was true in July 2014 during the Coke Zero 400, when hundreds of thousands of tourists were outside and exposed with no coverage for lightning. Communication systems and power sources are among the most vulnerable land uses to this hazard due to their electrical nature. Volusia County has 30 golf courses, along with private and public recreational facilities, the Daytona Beach International Speedway and 2 additional smaller outdoor race tracks, 2 intracoastal waterways traversing the county, school facilities, and parks located throughout the County. Individuals participating in the following recreational activities could be vulnerable to lightning including: golf, football, baseball, soccer, surfing, horseback riding, walking, jogging, tennis, boating, fishing, kite flying, kayaking, paddle boarding, beach activities, picnicking, camping, hiking, gardening, hunting, swimming, basketball, softball, cycling, wind surfing, lacrosse, archery, track and field events, stock car races, outdoor festivals and numerous other outdoor activities. It is estimated that at least 75% of the population participates in at least one of these recreational activities, and is thus vulnerable to lightning.

[3] It is possible that additional lightning strikes may have occurred since 1950 that were not reported to NCDC and are not accounted for in this analysis.

TABLE 6.7: Total Exposure and Potential Annualized Losses from Lightning

JURISDICTION	EXPOSURE (TOTAL IMPROVED VALUE OF PARCELS/CONDOS)	ANNUALIZED LOSSES	ANNUALIZED PERCENT LOSS RATIO
Daytona Beach	5,036,150,652	567	0.000%
Daytona Beach Shores	235,084,140	0	0.000%
DeBary	1,458,448,319	6,834	0.000%
DeLand	2,429,373,658	0	0.000%
Deltona	4,758,973,858	7,826	0.000%
Edgewater	1,342,087,145	430	0.000%
Holly Hill	565,510,613	0	0.000%
Lake Helen	140,464,924	0	0.000%
New Smyrna Beach	2,761,841,839	2,568	0.000%
Oak Hill	117,259,007	0	0.000%
Orange City	784,734,035	0	0.000%
Ormond Beach	3,485,721,297	0	0.000%
Pierson	79,895,417	0	0.000%
Ponce Inlet	321,498,032	0	0.000%
Port Orange	4,016,512,204	8,092	0.000%
South Daytona	630,136,924	0	0.000%
Unincorporated	11,005,217,616	0	0.000%
TOTAL	**$39,168,909,680**	**$26,316**	0.000%

Sources: National Climatic Data Center, HAZUS-MH, Volusia County Property Appraiser Data (2019)

Qualitative Assessment of Lightning Vulnerability

Like hail, lightning does not affect certain geographical areas of the county at higher rates than others. However, certain types of structures, including those with large antennas or those that are taller than the buildings surrounding them, are typically at a higher risk for lightning strikes. In particular, communication facilities may be at a higher risk of a lightning strike, while school assets such as football stadiums with lighting could also be at an increased level of vulnerability.

Secondly, structures that are isolated in areas of low tree coverage are at a higher risk for lightning strikes. Jurisdictions within the county where this could be more common include DeLand ($2,429,373,658 worth of improved property value), Lake Helen ($140,464,924), Orange City ($784,734,035) and Pierson ($79,895,417). These areas are generally more rural in nature and have a higher rate of isolated critical facilities and structures.

Beachside structures located near or along the Atlantic Ocean are also at a higher vulnerability to lightning damage. Many utilities are located in these locations. However, most of the buildings located along the beach are hotels, businesses and high-rise condos. There are not many critical facilities located along the Atlantic Ocean in Volusia County, as the majority of those facilities are located inland along the barrier islands or are located west of the Intracoastal Waterway.

6.7 SEVERE WINTER STORM

Severe winter storms, typically consisting of snow and ice, infrequently occur in Volusia County. Since it cannot be predicted where severe winter storms (as defined in the *Hazard Profiles* section) may occur, all existing and future buildings, facilities and populations are considered to be exposed to this hazard and could potentially be impacted. It is important to note that only reported severe winter storm occurrences have been factored into this vulnerability assessment[4]. Winter storms can last days or weeks, depending on the storm and regional climate norms (El Nino year, etc.). Winter storms in Florida typically last less than one week. To estimate losses due to extreme wind, NCDC historical thunderstorm wind loss data for occurrences in the County were used to develop an extreme wind stochastic model. In this model:

- Losses were obtained and scaled for inflation; Average historic extreme wind damageability was used to generate losses for historical thunderstorm wind events where losses were not reported; Expected annualized losses were calculated through a non-linear regression of historical data; and; Probabilistic losses were scaled to account for would-be losses where no exposure/instrument was present at the time of the event.

Table 6.8 shows total exposure and potential annualized property losses and percent loss ratios resulting from severe winter storm for Volusia County. While all of Volusia County's inventoried assets are equally exposed to severe winter storm, any anticipated future damages or losses are expected to be minimal. The table below depicts wind chill categories often associated with severe winter storms.

FIGURE 6.9: Wind-Chill Advisory Table

Temperature																		
Wind	Calm	40	35	30	25	20	15	10	5	0	-5	-10	-15	-20	-25	-30	-35	-40	-45
	5	36	31	25	19	13	7	1	-5	-11	-16	-22	-28	-34	-40	-46	-52	-57	-63
	10	34	27	21	15	9	3	-4	-10	-16	-22	-28	-35	-41	-47	-53	-59	-66	-72
	15	32	25	19	13	6	0	-7	-13	-19	-26	-32	-39	-45	-51	-58	-64	-71	-77
	20	30	24	17	11	4	-2	-9	-15	-22	-29	-35	-42	-48	-55	-61	-68	-74	-81
	25	29	23	16	9	3	-4	-11	-17	-24	-31	-37	-44	-51	-58	-64	-71	-78	-84
	30	28	22	15	8	1	-5	-12	-19	-26	-33	-39	-46	-53	-60	-67	-73	-80	-87
	35	28	21	14	7	0	-7	-14	-21	-27	-34	-41	-48	-55	-62	-69	-76	-82	-89
	40	27	20	13	6	-1	-8	-15	-22	-29	-36	-43	-50	-57	-64	-71	-78	-84	-91
	45	26	19	12	5	-2	-9	-16	-23	-30	-37	-44	-51	-58	-65	-72	-79	-86	-93
	50	26	19	12	4	-3	-10	-17	-24	-31	-38	-45	-52	-60	-67	-74	-81	-88	-95
	55	25	18	11	4	-3	-11	-18	-25	-32	-39	-46	-54	-61	-68	-75	-82	-89	-97
	60	25	17	10	3	-4	-11	-19	-26	-33	-40	-48	-55	-62	-69	-76	-84	-91	-98
	Frostbite Times	30 Mins						10 Mins						5 Mins					
	Wind chill is calculated by: Windchill (°F) = 35.74 0.6215T - 35.75(V^0.16) 0.4275T(V^0.16) Where: T = Air Temperature (F), V = Wind Speed (mph), ^ = raised to a power (exponential)																		

Source: National Weather Service

4 It is possible that additional extreme wind events may have occurred since 1950 that were not reported to NCDC and are not accounted for in this analysis.

TABLE 6.8: Total Exposure/ Potential Annualized Losses from Severe Winter Storm

JURISDICTION	EXPOSURE (TOTAL IMPROVED VALUE OF PARCELS/CONDOS)	ANNUALIZED LOSSES	ANNUALIZED PERCENT LOSS RATIO
Daytona Beach	5,036,150,652	0	0.000%
Daytona Beach Shores	235,084,140	0	0.000%
DeBary	1,458,448,319	0	0.000%
DeLand	2,429,373,658	0	0.000%
Deltona	4,758,973,858	0	0.000%
Edgewater	1,342,087,145	0	0.000%
Holly Hill	565,510,613	0	0.000%
Lake Helen	140,464,924	0	0.000%
New Smyrna Beach	2,761,841,839	0	0.000%
Oak Hill	117,259,007	0	0.000%
Orange City	784,734,035	0	0.000%
Ormond Beach	3,485,721,297	0	0.000%
Pierson	79,895,417	0	0.000%
Ponce Inlet	321,498,032	0	0.000%
Port Orange	4,016,512,204	0	0.000%
South Daytona	630,136,924	0	0.000%
Unincorporated	11,005,217,616	0	0.000%
TOTAL	**$39,168,909,680**	**$0**	0.000%

Sources: National Climatic Data Center, HAZUS-MH, Volusia County Property Appraiser Data (2019)

Location-Specific Risk

Severe winter storms typically affect entire regions of continents, therefore in the event of a severe winter storm, most of the region would be affected uniformly. However, areas close to the Atlantic Ocean and large regional water bodies could be impacted with a greater magnitude in the event of lake effect wind, sleet or snow conditions. Moreover, areas heavy with agriculture could be at a greater risk from an economic perspective, as these land uses can incur heavy losses when a winter storm strikes. While extremely rare, these types of events have occurred and documented within Volusia County. Winter storms tend to affect transportation infrastructure (such as bridges and boat traffic) in addition to power sources. Moreover, the Town of Pierson is the "Fern Capital of the World" and could incur a large financial loss in the event of a severe winter storm. All populations of Volusia County are vulnerable to severe winter storms despite the rarity of such events. However, the elderly, low income and homeless populations are at a disproportionately higher level of vulnerability to these events.

As stated above, agricultural areas are the most vulnerable areas to severe winter storms. However, damage to critical facilities, businesses and homes can occur as a result of these events. While annualized losses for these events are very hard to measure due to the low probability of these storms, pipe freezes, as well as roof deterioration can occur.

6.8 THUNDERSTORMS

Thunderstorms frequently occur in Volusia County. Since it cannot be predicted where thunderstorms may occur, all existing and future buildings, facilities and populations are considered to be exposed to this hazard and could potentially be impacted. It is important to note that only reported thunderstorm occurrences have been factored into this vulnerability assessment[5]. To estimate losses due to extreme wind, NCDC historical thunderstorm wind loss data for occurrences in the county were used to develop an extreme wind stochastic model. In this model:

- Losses were obtained and scaled for inflation; Average historic extreme wind damageability was used to generate losses for historical thunderstorm wind events where losses were not reported; Expected annualized losses were calculated through a non-linear regression of historical data; and; Probabilistic losses were scaled to account for would-be losses where no exposure/instrument was present at the time of the event.

Table 6.9 shows total exposure and potential annualized property losses and percent loss ratios resulting from thunderstorms for Volusia County. Although, the annualized losses from thunderstorms in Volusia County are low, the probability and frequency are high. Therefore, it is anticipated that thunderstorms will continue to threaten life and pose property damage throughout the county.

TABLE 6.9: Total Exposure and Potential Annualized Losses from Thunderstorm

JURISDICTION	EXPOSURE (TOTAL IMPROVED VALUE OF PARCELS/CONDOS)	ANNUALIZED LOSSES	ANNUALIZED % LOSS RATIO
Daytona Beach	5,036,150,652	3,645	0.000%
Daytona Beach Shores	235,084,140	0	0.000%
DeBary	1,458,448,319	290	0.000%
DeLand	2,429,373,658	11,615	0.001%
Deltona	4,758,973,858	5,098	0.000%
Edgewater	1,342,087,145	17,886	0.002%
Holly Hill	565,510,613	530	0.000%
Lake Helen	140,464,924	0	0.000%
New Smyrna Beach	2,761,841,839	1,137	0.000%
Oak Hill	117,259,007	0	0.000%
Orange City	784,734,035	933	0.000%
Ormond Beach	3,485,721,297	1,857	0.000%
Pierson	79,895,417	528	0.001%
Ponce Inlet	321,498,032	0	0.000%
Port Orange	4,016,512,204	1,651	0.000%
South Daytona	630,136,924	1,089	0.000%
Unincorporated	11,005,217,616	48,397	0.000%
TOTAL	**$39,168,909,680**	**$94,656**	0.000%

Sources: National Climatic Data Center, HAZUS-MH, Volusia County Property Appraiser Data (2019)

Qualitative Assessment of Thunderstorm Vulnerability

Severe weather events such as thunderstorms can impact all areas of Volusia County, depending on the location of the thunderstorm, its direction, and its lateral speed across the Earth's lower atmosphere. These events can cause damage to structures, disruption of utilities and surface/air transportation.

While all populations can be impacted by thunderstorms, lack of shelter puts the homeless at highest risk. Spectator's at large outdoor special events and/or recreational areas are highly susceptible to the effects of thunderstorms.

Further details are provided in the profiles for lightning, flooding, hail, wind, winter storms, tornadoes and storm surge all of which highlight the many risks that come about from thunderstorms.

6.9 TORNADO

Historical evidence shows that Volusia County is vulnerable to tornadic activity. This hazard can result from severe thunderstorm activity or may occur during a major tropical storm or hurricane. Since it cannot be predicted where a tornado may touch down, all existing and future buildings, facilities and populations are considered to be exposed to this hazard and could potentially be impacted. It is important to note that only reported tornadoes have been factored into this vulnerability assessment[6].

While all populations in Volusia County can be impacted, the most vulnerable are homeless, the elderly and those of lower income. Communities such as mobile home parks and manufactured housing parks are the most susceptible to the effects of tornadoes. Volusia County has Depending on location severity, tornadoes can cause social disruption in the form of electrical outages, transportation problems and economic loss. All populations and infrastructure are vulnerable to tornadoes due to the high winds and debris field.

To estimate losses due to tornadoes, NCDC historical tornado loss data for occurrences in the County were used to develop a tornado stochastic model. In this model:

- Losses were scaled for inflation;
- Average historic tornado damageability was used to generate losses for historical tornadic events where losses were not reported;
- Expected annualized losses were calculated through a non-linear regression of historical data; and
- Probabilistic losses were scaled to account for would-be losses where no exposure/instrument was present at the time of the event.

Volusia County has mobile home/manufactured home parks throughout the county, both east and west sides which are equally vulnerable to impacts of tornadoes. Many of the parks are 55 and older only while others have very old mobile homes that are not built to today's building standards leaving the elderly and low-income populations more at risk.

Table 6.10 shows total exposure and potential annualized property losses and percent loss ratios resulting from the tornado hazard for Volusia County. Although, the annualized losses from tornadoes vary in Volusia County, the probability and frequency are high for tornadic activity is high throughout the County. Therefore, it is anticipated that tornadoes will continue to threaten life and pose property damage throughout the County. **Table 6.11** corresponds with **Figure 6.7** and depicts 2019 parcel exposure to differing proximities of tornadoes from 1950 through 2019.

6 It is possible that additional tornado events may have occurred since 1950 that were not reported to NCDC and are not accounted for in this analysis.

TABLE 6.10: Total Exposure and Potential Annualized Losses from Tornado

JURISDICTION	EXPOSURE (TOTAL IMPROVED VALUE OF PARCELS/CONDOS)	ANNUALIZED LOSSES	ANNUALIZED PERCENT LOSS RATIO
Daytona Beach	5,036,150,652	1,728,704	0.040%
Daytona Beach Shores	235,084,140	183	0.000%
DeBary	1,458,448,319	20,685	0.002%
DeLand	2,429,373,658	194,053	0.010%
Deltona	4,758,973,858	248	0.000%
Edgewater	1,342,087,145	80,017	0.007%
Holly Hill	565,510,613	0	0.000%
Lake Helen	140,464,924	0	0.000%
New Smyrna Beach	2,761,841,839	650,360	0.031%
Oak Hill	117,259,007	17,485	0.018%
Orange City	784,734,035	0	0.000%
Ormond Beach	3,485,721,297	167,120	0.005%
Pierson	79,895,417	2,264	0.003%
Ponce Inlet	321,498,032	326	0.000%
Port Orange	4,016,512,204	37,140	0.001%
South Daytona	630,136,924	398	0.000%
Unincorporated	11,005,217,616	2,331,544	0.021%
TOTAL	**$39,168,909,680**	**$5,230,527**	0.014%

Sources: National Climatic Data Center, HAZUS-MH, Volusia County Property Appraiser Data (2019)

TABLE 6.11: 2019 Parcel Exposure to Tornado Proximity (Tornado Tracks 1950-2019)

Financial Exposure to Hazard Zones – *Cumulative Financial Values within Zones*

Hazard Zone	Parcels in Zone	Built Parcels	Land Value	Building Value	Assessed Value	Taxable Value
Within 0.25 Miles	*37,188*	*27,130*	*$2,044,686,478*	*$5,727,125,790*	*$7,383,095,402*	*$4,241,311,092*
Between 0.25 and 0.50 Mi.	*36,103*	*26,008*	*$1,657,069,001*	*$4,686,605,017*	*$5,801,733,467*	*$3,896,336,101*

Build-Year Summary of Built Parcels within Hazard Zones – *Build Year Breakdown by Hazard Zone*

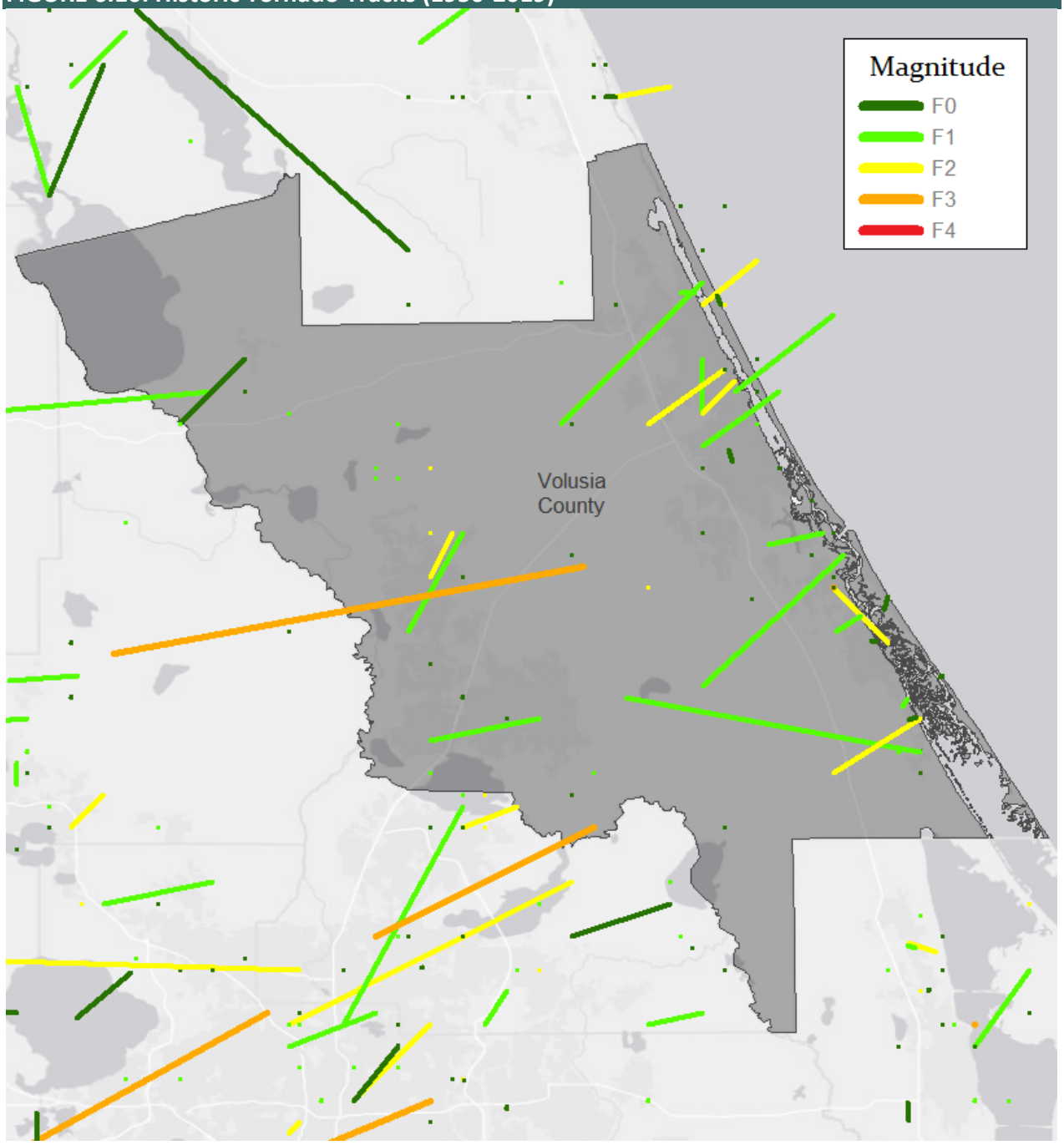
Hazard Zone	Built Parcels	Built Pre-1970	Built 1970-1979	Built 1980-1989	Built 1990-1999	Built 2000-2019
Within 0.25 Miles	*27,130*	*5,911*	*2,904*	*4,889*	*2,570*	*10,856*
Between 0.25 and 0.50 Mi.	*26,008*	*5,314*	*2,297*	*5,069*	*2,701*	*10,627*

Land Use Summary of Parcels within Hazard Zones – *Number of Parcels Per Land Use*

Hazard Zone	Residential	Commercial	Industrial	Institutional	Conserv./Agri.	Other/Vacant
Within 0.25 Miles	*23,836*	*2,065*	*356*	*880*	*605*	*9,446*
Between 0.25 and 0.50 Mi.	*23,351*	*1,635*	*363*	*746*	*577*	*9,431*

Sources: National Weather Service, Volusia County Property Appraiser Data (2019) – Some parcels were not provided a land use code by VCPAO

FIGURE 6.10: Historic Tornado Tracks (1950-2019)



Source: National Weather Service, NOAA (2019)

Qualitative Assessment of Tornado Vulnerability

Like many other hazards detailed in this report, tornadoes can occur very quickly and do not specifically impact one area of the county higher than another. The sample size taken for the Volusia County area to map tornado paths (as shown on the previous page) only covers a 69-year period, so any delineation of vulnerabilities to specific areas would be unfounded. However, on the statewide scale, trends have been identified and will be described below. Many patterns have emerged in terms of the types of tornadoes that tend to hit Volusia County. There are two primary types of tornado systems that hit.

In Florida, large tornadoes (in the EF-2 to EF-4 range) have typically been concentrated near the central portion of the peninsula (near the Orlando Metropolitan area), moving west-southwest to east-northeast and covering large swaths of land. In the case of a large tornado, the most likely area of Volusia County to be hit initially would be areas in the western portions of the county, specifically those areas that are adjacent to the boundaries with Seminole and Lake County. While warnings for tornado emergencies can be very last-minute, data tends to show that large tornadoes in Florida tend to strike the east coast after tornado activity (or pre-tornado activity) has already been identified across the western and central portions of the peninsula.

The second (and more common) type of tornado to hit Volusia County would be a small tornado, more than likely in the EF-0 to EF-1 range. These storms do not follow large-scale patterns like larger tornadoes in Florida can; thus, warnings for these types of storms can be minimal (or nonexistent) and the locations where these tornadoes strike can have a larger element of randomness. These events tend to unravel quickly and without notice. As stated above, while no clear geographic pattern has emerged for smaller-scale tornadoes in Volusia County, a disproportionate number have hit areas close to the Intracoastal Waterway during the 64-year observation period. Five tornadoes on record have crossed Interstate-95 in Volusia County.

Since strong patterns have not emerged for the most likely event (EF-0 or EF-1 tornado), larger tornadoes can develop over longer periods of time and can affect critical facilities anywhere within the county, as discussed above. Thus, critical facilities at the highest risk for strong tornado damage (and loss of human life) would generally be those located in the western portion of the county due to the shorter duration of time allowed for mitigation of these properties in the event of an incoming storm. As shown in table 6.11, there is a small chance that an individual parcel will be affected by a tornado as compared to the other hazards identified in this report.

Although tornado events are rare, tornadoes can have devastating effects on buildings. Infrastructure can be completely lost in a tornado, so the weighted risk of these events (when comparing the probability of the event with the damage incurred during the event) are very high, if not comparable to the other hazards identified within this report. Older buildings are at higher than normal risk for tornado damage as a result of strict building codes over time. In conclusion, tornadoes present a rare but dangerous threat to the county.

HYDROLOGIC HAZARDS

6.10 COASTAL EROSION

All of the coastal areas in Volusia County are prone to coastal erosion, and nearly half of the 47 miles of shoreline are considered critically eroded. Populations are not explicitly threatened by coastal erosion. However, major economic losses can be incurred to beachfront properties due to coastal erosion. Coastal erosion is typically measured as the annual shoreline change for a given beach cross-section of profile over a long period of time. The NCDC has reported five events involving coastal erosion in Volusia County since 1998. However, these events also include losses from hurricane impacts such as storm surges. The NCDC reported events include losses for jurisdictions outside of Volusia County. As such, it is not possible to determine annualized losses from coastal erosion for the coastal jurisdictions in Volusia County. Coastal erosion exposure was assessed by quantifying the number of people and property that are located within 0.5 miles inland from the shoreline in areas where critical erosion has been documented by the Florida Department of Environmental Protection.

Table 6.12 provides the number of people and number and value of improved properties that are susceptible to coastal erosion. Coastal erosion is very likely to continue impacting the coastal areas of Volusia County. There are currently over 5,000 improved properties that are at risk to coastal erosion in Daytona Beach, Daytona Beach Shores, New Smyrna Beach, Ormond Beach and areas in unincorporated Volusia County. Jurisdictions with critically eroded beaches in Volusia County actively participate in the federal beach nourishment program.

TABLE 6.12: Total Exposure from Coastal Erosion

JURISDICTION	AT-RISK AREAS (within 200 feet of oceanic shoreline)			
	Total Number of Parcels at Risk	Number of Residential Parcels at Risk	Total Value of Buildings at Risk	Population (2017)
Daytona Beach	98	50	$103,147,299	68,055
Daytona Beach Shores	183	117	$115,741,404	4,514
New Smyrna Beach	234	200	$79,120,795	26,470
Ormond Beach	144	117	$111,599,182	42,816
Ponce Inlet	120	86	$31,023,351	3,241
Unincorporated	13,497	349	$2,322,057,635	----

Sources: Volusia County Property Appraiser Data (2019)

Qualitative Assessment of Coastal Erosion Vulnerability

Coastal erosion is a considerable threat to beachfront properties within five jurisdictions of the county alongside unincorporated areas. More than 5,000 parcels are at direct risk for coastal erosion, representing more than $800 million in property value. Properties at the highest risk are those with low elevations, as wave action and dune-degradation can affect the integrity of the lot foundation. Parcels with lower foundations, or those that have not been mitigated (or raised above base flood elevation) are at higher risk for water damage, loss of personal property, electrical damage, structural collapse and loss of life. The most susceptible cities to coastal erosion within the county are Daytona Beach and New Smyrna Beach, which account for a large percentage of shoreline properties. Moreover, from a financial risk perspective, storm surge presents a unique challenge, as beachfront properties are typically the

higher-valued properties within the county. The county's Lifeguard Headquarters and Administration Building is located on the beach in Daytona Beach and provides public safety and lifeguard duties to all the beach area. The Ponce Inlet Lighthouse is at risk and has had extensive work done around by the US Army Corps of Engineers to re-nourish the sand and install rock jetties in the inlet area. Beach renourishment was also completed after the 2004 hurricane season all along New Smyrna Beach from a spoil island in the Halifax Intracoastal River.

There are two piers with restaurants that are susceptible to storm surge with Joe's Crab Shack on the Main Street Pier being a major tourist draw to the Boardwalk Entertainment Area of Daytona Beach. The entire shoreline along with the condominiums, residential homes, businesses, and restaurants can be susceptible to coastal erosion depending on the strength and direction of the storm. The North Peninsula State Recreation Area in Ormond-By-The-Sea and A1A roadway in the area is at higher risk than other areas in the county but is rural and mostly undeveloped.

6.11 DROUGHT

Volusia County is uniformly vulnerable to drought. Drought is typically associated with crop damage, and not necessarily the built environment (i.e., improved property). However, research (as noted in the *Hazards Profiles* section) has shown that drought conditions have caused wildfires in 1985, 1988, 1998 and 2009. Droughts can impact the Florida Aquifer, which can affect the supply of water to Volusia County residents. Many residents receive their water from personal wells and the County's public water supply is also drawn from wells. Drought can cause crop loss, livestock reductions, fish habitat disruption, and can also be associated with the increase of wildfire threat, which in turn places both human and wildlife population at highest risk. Moreover, reduced lake and canal depths can impact boating traffic and access to certain waterways, further reducing property values in these locations. The Lake Beresford area in DeLand has a large tourist draw for fishing and house boat rentals which could be impacted by severe drought conditions. The St. John's River can be impacted by drought from other areas as far south as Lake Okeechobee because it runs from south to north.

Losses were estimated based on occurrences that were reported to the NCDC[7]. To estimate losses due to extreme drought, NCDC historical drought loss data for occurrences in the County were used to develop an extreme drought stochastic model. In this model:

- Losses were obtained and scaled for inflation;
- Average historic extreme wind damageability was used to generate losses for historical thunderstorm wind events where losses were not reported;
- Expected annualized losses were calculated through a non-linear regression of historical data;
- Probabilistic losses were scaled to account for would-be losses where no exposure/instrument was present at the time of the event.

Table 6.13 shows total exposure and potential annualized property losses and percent loss ratios resulting from drought for Volusia County. Although, the annualized losses are $0, it should be noted that drought conditions can exacerbate wildfire potential. Wildfire losses are not quantified in this assessment, as drought related (i.e., wildfire) losses are reported separately. Wildfire exposure and losses are provided in this vulnerability assessment as a separate hazard. The probability of drought events in Volusia County is high. The table below depicts drought criteria as determined by the NWS.

Table 6.12: National Weather Service Drought Criteria

National Weather Service Alerts	
Alert	**Criteria**
D0 Abnormally Dry	Going into drought: short-term dryness slowing planting, growth of crops or pastures. Coming out of drought: some lingering water deficits; pastures or crops not fully recovered.
D1 Moderate Drought	Some damage to crops, pastures, streams, reservoirs, or wells low, some water shortages developing or imminent, and voluntary water-use restrictions requested.
D2 Severe Drought	Crop or pasture losses are likely, water shortages common and water restrictions imposed.
D3 Extreme Drought	Major crop and pasture losses with widespread water shortages or restrictions.
D4 Exceptional Drought	Exceptional and widespread crop and pasture loss, shortages of water in reservoirs, streams, and wells creating water emergencies.

Source: National Weather Service

TABLE 6.14: Total Exposure and Potential Annualized Losses from Drought

JURISDICTION	EXPOSURE (TOTAL IMPROVED VALUE OF PARCELS/CONDOS)	ANNUALIZED LOSSES	ANNUALIZED PERCENT LOSS RATIO
Daytona Beach	5,036,150,652	0	0.000%
Daytona Beach Shores	235,084,140	0	0.000%
DeBary	1,458,448,319	0	0.000%
DeLand	2,429,373,658	0	0.000%
Deltona	4,758,973,858	0	0.000%
Edgewater	1,342,087,145	0	0.000%
Holly Hill	565,510,613	0	0.000%
Lake Helen	140,464,924	0	0.000%
New Smyrna Beach	2,761,841,839	0	0.000%
Oak Hill	117,259,007	0	0.000%
Orange City	784,734,035	0	0.000%
Ormond Beach	3,485,721,297	0	0.000%
Pierson	79,895,417	0	0.000%
Ponce Inlet	321,498,032	0	0.000%
Port Orange	4,016,512,204	0	0.000%
South Daytona	630,136,924	0	0.000%
Unincorporated	11,005,217,616	0	0.000%
TOTAL	**$39,168,909,680**	**$0**	0.000%

Sources: National Climatic Data Center, HAZUS-MH, Volusia County Property Appraiser Data (2019)

Qualitative Assessment of Drought Vulnerability

While droughts do not have physical effects on the building stock within the county, many indirect losses can occur to personal property and critical facilities as a result of drought conditions. Thus, annualized losses are not easily identifiable. Agricultural areas are throughout the county but the northwest area including the Town of Pierson is most vulnerable. Losses within the agricultural industry, specifically, can have a trickle-down effect on local businesses (such as tool or heavy machinery companies), resulting in indirect financial losses to businesses and institutions. As a result of the financial losses to individual businesses, residents of Volusia County can lose their jobs, resulting in a net economic loss for the county. Thus, the most realizable losses as a result of a drought are financial – not physical – as is the case with the other hazards identified in this report. The urbanized communities along the coast are less vulnerable economically due to their location and non-agricultural economic base.

A second indirect loss as a result of loss is physical, but comes in the form of a sinkhole. Data suggests that both an excess of rainfall (flooding) and drought conditions can have negative effects on the limestone bed in the state of Florida. Thus, the main physical deterioration as a result of drought conditions to the county's building stock could come in the form of a sink hole, which is also discussed in this report.

6.12 FLOOD

In order to assess flood risk, a GIS-based analysis was used to estimate exposure to flood events using FEMA's preliminary Digital Flood Insurance Rate Map (DFIRM) data in combination with local tax assessor records. The determination of assessed value at-risk (exposure) was calculated using GIS analysis by summing the total assessed building values for improved properties that were confirmed to be located within an identified Zone A/AE (100-year floodplain), Zone VE (100-year coastal flood zone, associated with wave action), and Zone X (500-year floodplain). It is recommended that the flood analyses be revised once the new flood maps are available. Flooding can impact all populations, primarily those who live, work or recreate anywhere within the county. Flooding can also cause property loss to structures located within the 100-year floodplain.

Table 6.14 (on the next page of this document) lists the land uses of properties, the percentage of properties and the property values that are located in the 100-year (A/AE), coastal and 100-year (VE) floodplains. **Table 6.14** corresponds with **Figure 6.8**, which depicts all 100-year flood hazard zones. For a listing and generalized map of all Repetitive Loss Properties within the County and its 16 jurisdictions, please reference the 2020 Floodplain Management Plan attachment (Appendix I). Alongside the Floodplain Management Plan, many repetitive loss properties are listed in the Mitigation Action Plan as part of this report. The table below summarizes types of flooding advisories.

FIGURE 6.11: National Weather Service Alters

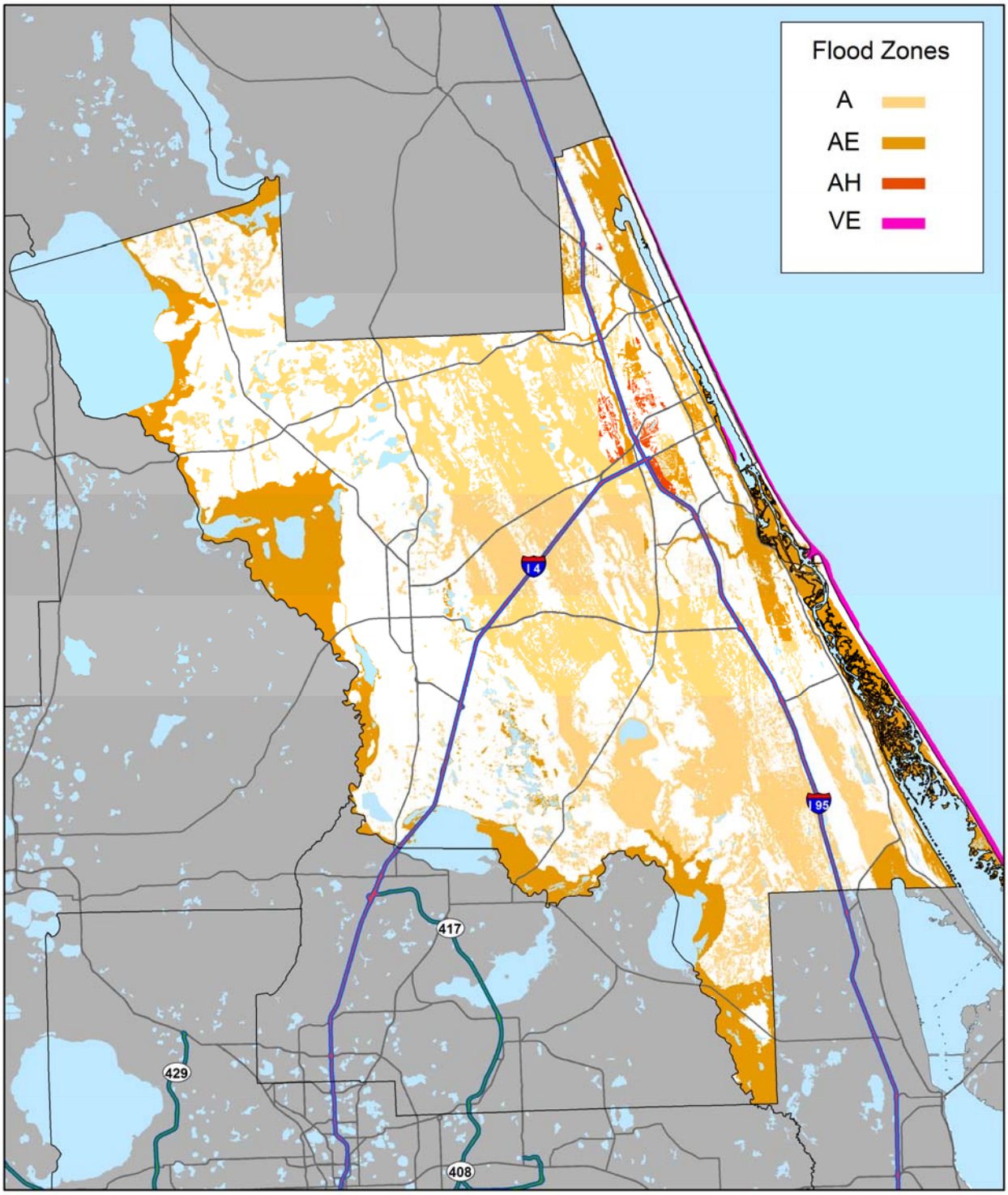
Alert	Criteria
Flood Watch	Atmospheric conditions over a large area, varying in size from multiple counties to multiple states, support the development of heavy rain and/or thunderstorms that are capable of producing flooding. A flood watch implies a longer period of relatively lighter rains, adding up to a large amount of rain. Longer-term flooding implies a slower or steadier rise in the water levels of creeks, streams and larger rivers. Roads can also become flooded, but it is usually more gradual, allowing motorists to monitor conditions more closely.
Flood Warning	A Flood Warning is issued by the National Weather Service when heavy rain has been occurring, and flooding is either occurring or will occur within a specified time, usually within 60 minutes.
Flash Flood Watch	Implies a shorter period of heavier rain. Generally, if flooding is expected within six hours of the onset of rain, a Flash Flood Watch is most appropriate. Flash flooding by definition suggests rapidly rising water, such as a surge of water heading rapidly downstream in a creek or small river. It could also be rapidly rising water on roadways, which can cause motorists to become stranded in vehicles, or even worse, washed into creeks and small rivers due to rapid runoff.
Flash Flood Warning	Atmospheric conditions over a large area, varying in size from multiple counties to multiple states, support the development of heavy rain and/or thunderstorms that are capable of producing flash flooding: A Flash Flood Warning is issued by the National Weather Service when heavy rain has been occurring, and flash flooding is either occurring or will occur within a specified time, usually within 60 minutes.
Urban and Small Stream Advisory	Flooding of small streams, streets and low-lying areas, such as railroad underpasses and urban storm drains is occurring.

Source: National Weather Service

TABLE 6.15: Parcel Exposure to Flood Hazard Zones

See Appendix I (Floodplain Management Plan) for a full floodplain analysis. Jurisdictional flood risk is also available in Appendix G.

FIGURE 6.12: Flood Insurance Rate Zones



Source: FEMA

Qualitative Assessment of Flood Vulnerability

Flooding is among the most prominent of hazards in Volusia County, as a large portion of the county's critical facilities, residences and businesses are located within the 100-year floodplain. The 100-year floodplain includes 89,028 of the county's parcels and a total of 41,928 built structures and condos, totaling close to 10 billion dollars in building value within the hazard zone. Approximately 17.6 billion dollars in assessed value and 12.5 billion dollars in taxable value is located within the 100-year floodplain (all zones) countywide.

Of the almost 42,000 buildings located within the floodplain, approximately 21% were built before 1968, 34% were built between 1968 and 1985 (Growth Management Act), 29% between 1986 and 2001 (Florida Building Code adoption), and 16% of buildings in the floodplain were built since 2002. It is recommended that the County and all jurisdictions within the county enact policies to limit or disallow future development within the 100-year floodplain.

Parcels at the highest risk for flooding damage are those with the lowest elevations. While a flood zone can envelope properties at a specified range of elevations, the variability in the elevations within those zones make certain buildings more prone to flooding damage than others. Additionally, structures that are located below the roadway system adjacent to the building (without a bio-swale buffer) are at extreme risk for flooding, as transportation networks are among the first areas to become inundated in a flood situation.

Many critical facilities are located within the 100-year floodplain. Adverse to the results when analyzing parcels within each zone on a county level, the majority of critical facilities that are located within a flood zone in Volusia County are located within Flood Zone 'A'. A majority of the critical facility structures located within the 100-year floodplain are located in Volusia County's beach side communities. These include fire stations in New Smyrna Beach, Ponce Inlet, Daytona Beach Shores, Daytona Beach and Ormond Beach. There are hospitals at risk in low lying areas in Orange City and DeLand. Maytown Road in Oak Hill to Osteen/Enterprise is not an evacuation route because of repeated flooding.

Structural damage as a result of flooding can result in a loss of electricity, which can cause communication problems throughout the county. Moreover, physical damage due to water can result in the loss of personal property (for business owners and homeowners), while heavy, often expensive equipment located within critical facilities can be damaged.

In terms of the damage incurred to structures as a result of flooding, the same types of damage can be seen as a result of storm surge. The ecological impacts hazard materials debris and accidents to land and waterways would be extensive from all types of flooding. The impacts on agriculture, tourism, and transportation would be extensive.

6.13 STORM SURGE

The storm surge assessment was conducted by identifying the people and property that are located in storm surge inundation zones using data provided by Volusia County[8]. Storm surge affects the east side of the county, generally populations located east of Interstate 95. Storm surge can cause extensive property loss to businesses and homes; can inundate transportation networks with water and can cause long term economic losses related to tourism. The ecological impacts on turtle and bird nesting, hazard materials debris and accidents to land and waterways would be extensive from all types of storm surge.

Tables 6.16 shows the number of buildings at risk, per jurisdiction, to Category 1, Category 3 and Category 5 storm surge effects. Table **6.16** corresponds with **Figure 6.9**, which depicts the storm surge hazard zones.

TABLE 6.16: Buildings at Risk to Category 1/3/5 Storm Surge by Jurisdiction

JURISDICTION	Buildings at Risk (Cat. 1)	Buildings at Risk (Cat. 3)	Buildings at Risk (Cat. 5)
Daytona Beach	1,081	10,116	12,306
Daytona B. Shores	111	548	665
DeBary	238	239	241
DeLand	0	0	0
Deltona	1	1	1
Edgewater	314	8,802	9,827
Holly Hill	167	4,195	4,640
Lake Helen	0	0	0
New Smyrna Beach	2,263	10,444	11,088
Oak Hill	453	1,020	1,093
Orange City	0	0	0
Ormond Beach	769	7,886	11,603
Pierson	0	0	0
Ponce Inlet	306	1,055	1,243
Port Orange	1,342	9,718	12,972
South Daytona	409	4,700	4,768
Unincorporated	3,463	11,933	15,654
TOTAL	**10,917**	**70,657**	**86,101**

Sources: FDEM (Surge), Volusia County Property Appraiser Data (2019)

[8] Volusia County provided surge inundation zones for Categories 1, 3 and 5.

TABLE 6.17: 2019 Parcel Exposure to Storm Surge Zones (by Hurricane Category)

Financial Exposure to Hazard Zones – *Cumulative Financial Values within Zones*

Hazard Zone	Parcels in Zone	Built Parcels	Land Value	Building Value	Assessed Value	Taxable Value
Category 1	26,337	10,917	$2,711,061,720	$4,338,463,514	$5,331,582,636	$3,667,858,006
Category 2	57,284	31,835	$4,391,308,643	$8,475,200,736	$10,272,441,228	$7,008,481,539
Category 3	107,718	70,657	$6,686,854,536	$14,899,182,728	$18,206,662,848	$12,566,071,580
Category 4	121,092	81,635	$7,358,068,271	$16,833,023,268	$20,716,856,348	$14,330,268,535
Category 5	126,823	86,101	$7,744,552,787	$17,896,568,700	$22,146,262,234	$15,248,981,591

Build-Year Summary of Built Parcels within Hazard Zones – *Build Year Breakdown by Hazard Zone*

Hazard Zone	Built Parcels	Built Pre-1970	Built 1970-1979	Built 1980-1989	Built 1990-1999	Built 2000-2019
Category 1	10,917	1,686	1,311	1,940	1,459	4,521
Category 2	31,835	4,924	3,982	6,190	3,959	12,780
Category 3	70,657	14,429	8,083	13,174	7,720	27,251
Category 4	81,635	16,707	9,036	15,372	9,208	31,312
Category 5	86,101	17,066	9,590	16,123	10,034	33,288

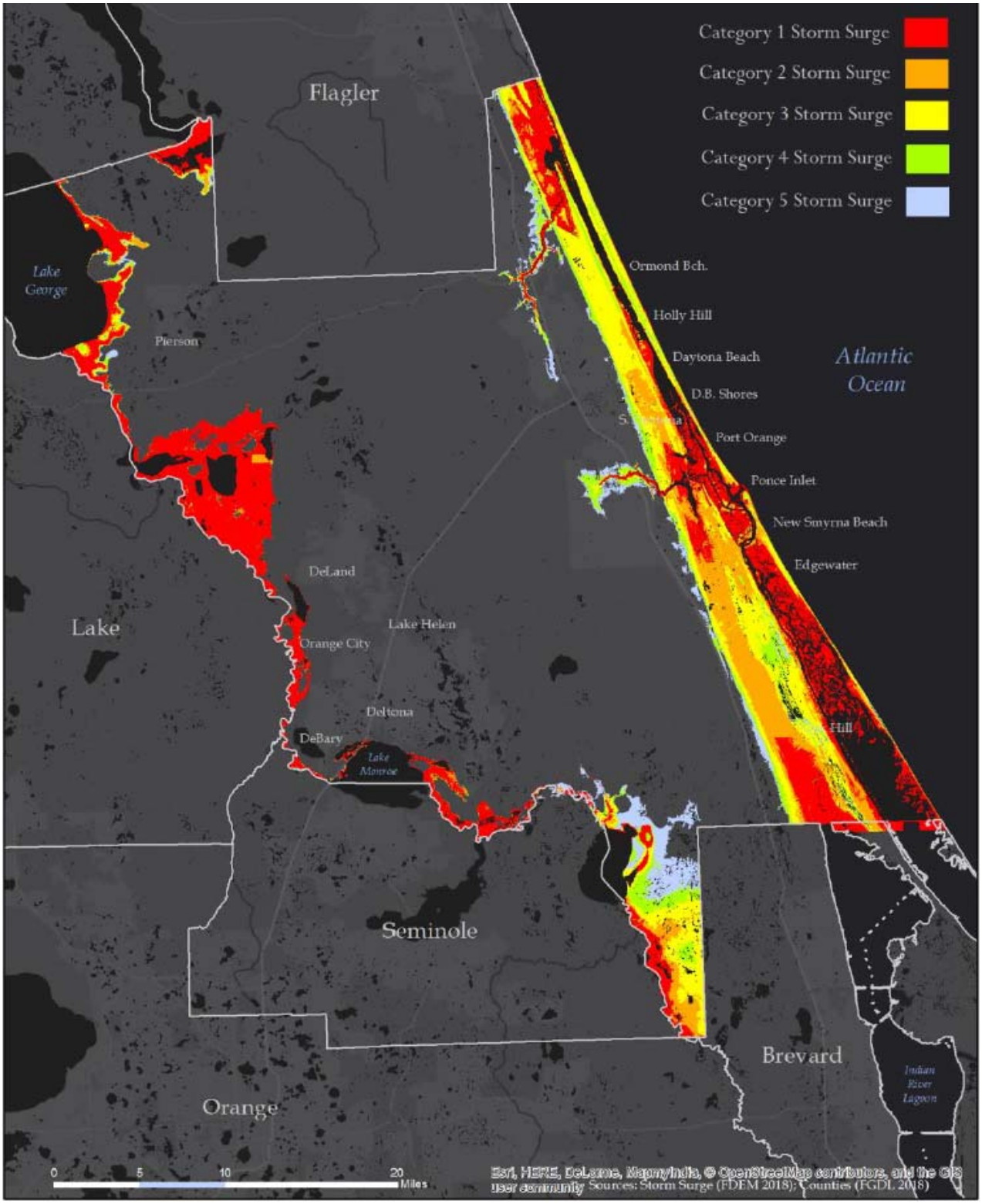
Land Use Summary of Parcels within Hazard Zones – *Number of Parcels Per Land Use*

Hazard Zone	Residential	Commercial	Industrial	Institutional	Conserv./Agri.	Other/Vacant
Category 1	9,737	625	244	298	573	14,860
Category 2	28,892	1,781	697	647	935	24,332
Category 3	64,383	3,908	1,387	1,507	1,161	35,372
Category 4	74,916	4,327	1,459	1,647	1,270	37,473
Category 5	79,096	4,422	1,606	1,750	1,477	38,472

Sources: FDEM 2017 Surge, Volusia County Property Appraiser Data (2019) – Some parcels were not provided a land use code by VCPAO

Note: All Storm Surge Zones are cumulative (ex: Category 3 zone includes Zone 1, Zone 2 and Zone 3 parcels)

FIGURE 6.13: Storm Surge Zones by Category



Source: FDEM Storm Surge (2017)

Qualitative Assessment of Storm Surge Vulnerability

As shown in Figure 6.13 on the previous page of this report, the eastern portion of Volusia County is susceptible to storm surge conditions. In the worst-case scenario (a Category 5 Hurricane), the storm surge would be seen almost as far inland as Interstate 95. Western Volusia County is not susceptible to storm surge risk.

The eastern portion of the county contains single and multi-family housing, businesses, restaurants, hotels, tourist attractions, cemeteries, along with critical facilities and utility and transportation infrastructure that is vulnerable to storm surge.

Spruce Creek, located in central Volusia County, connects to Ponce Inlet and the Intracoastal Waterway and could possibly incur storm surge inundation to properties west of Interstate 95. Similar to this situation, the Tomoka River, located in northern Volusia County, could cause inundation to lands west of Interstate 95 in the Daytona Beach, Holly Hill and Ormond Beach areas.

Critical facilities, businesses and homes can expect to see losses due to storm surge damage that would be comparable in nature to losses due to flooding. Water entering homes can have devastating impacts on personal property (including expensive equipment in critical facilities) and can also cause loss of life. Depending on the elevation of a structure, storm surge can also affect beachfront parcels with damage comparable to that seen with coastal erosion. Lot foundations can be compromised in these situations, creating an incredibly unstable situation and the possibility for loss of life.

A total of 167 'core' critical facilities are located within the Category 1 through 5 storm surge hazard zones (46% of all facilities). A total of 4 are located in the Category 1 zone, 43 (total) are located in the Category 2 zone, 123 (total) are located in the Category 3 zone, 162 (total) are located in the Category 4 zone and 167 (total) are located in the Category 5 zone. The critical facilities at highest risk for damage include those located east of the Intracoastal Waterway or those located in close proximity to the Spruce Creek or Tomoka River. There are fire stations and city halls located on the barrier island in Ponce Inlet and Daytona Beach Shores that must be evacuated and are susceptible to storm surge. The county's Lifeguard Headquarters and Administration Building is located on the beach in Daytona Beach and provides public safety and lifeguard duties to all the beach area. Daytona Beach Fire Department has a fire station on Beach Street directly on the Halifax River which is susceptible. All low-rise bridges along the Halifax Intracoastal River would be susceptible to storm surge including Highbridge, Main Street, Silver Beach, and the North Bridge in New Smyrna Beach while the bases of the 4 high rise bridges could also be at risk. The Ponce Inlet Lighthouse is at risk and has had extensive work done around by the US Army Corps of Engineers to re-nourish the sand and install rock jetties in the inlet area. There are two piers with restaurants that are susceptible to storm surge with Joe's Crab Shack on the Main Street Pier being a major tourist draw to the Boardwalk Entertainment Area of Daytona Beach.

126,823 parcels within the county are located within a Storm Surge Zone, representing more than 15 billion dollars in taxable property value. If a category 5 storm were to hit the county – based on these figures – total losses to the county could surpass one billion. The category 5 storm surge zone also includes 86,101 parcels with built structures, 17,066 of which were built before 1970. The disproportionately older stock of buildings heightens the risk for storm surge-induced damage in Volusia County. The impact on the tourism industry would be significant throughout the county in a category 5 hurricane scenario.

GEOLOGIC HAZARDS

6.14 SINKHOLE

Based on historic incidents, the unincorporated areas of Volusia County have been vulnerable to sinkhole hazards, with 78 occurring in the study region between 1973 and 2005. Per the *Hazards Profiles* section, most of the county is at a low to very low risk from sinkholes. However, there is an area within the unincorporated western part of the county that is at medium risk to sinkhole hazards. FDEP data was used to determine the number of people and improved properties that are susceptible to sinkhole hazards. Sinkholes are quite rare from a national perspective, and the East Central Florida Region and Volusia County are at a much higher risk than most other areas of the country. These occur in Florida largely due to the presence of limestone and water beneath Florida's surface, which can sometimes create a vacuum effect and envelope entire structures and plats of land. All structures, utilities, systems and populations are equally vulnerable.

The table below depicts the types of sinkholes. All three of these sinkhole types are common in Florida.

FIGURE 6.14: Sink Hole Types

Sinkhole Types	
Category	Criteria
Collapse Sinkholes	Collapse sinkholes are the most dramatic of the three sinkhole types; they form with little warning and leave behind a deep, steeply sided hole. Collapse occurs because of the weakening of the rock of the aquifer by erosion and is often triggered by changes in water levels in the Floridan aquifer.
Subsidence Sinkholes	The progression of a subsidence sinkhole is shown below. Rainwater percolates through overlying sediments and reaches the limestone, dissolving the rock and gradually weakening its structural integrity. Gradually subsiding sinkholes commonly form where slow dissolution takes place, mostly along joints in the limestone. These sinkholes tend to form naturally and are not greatly affected by human activities.
Solution Sinkholes	Solution sinkholes form where the overburden is absent and the limestone is exposed at land surface. This type of sinkhole usually forms as a bowl-shaped depression with the slope of its sides determined by the rate of subsidence relative to the rate of erosion of the walls of the depression from surface runoff. Surface runoff may also carry sand and clay particles into the depression, which may form a relatively impermeable seal in the bottom. A marsh of lake forms when water is ponded because infiltration is restricted by the clayey seal. The gently rolling hills and shallow depressions typical of solution-subsidence topography are common over large parts of Florida

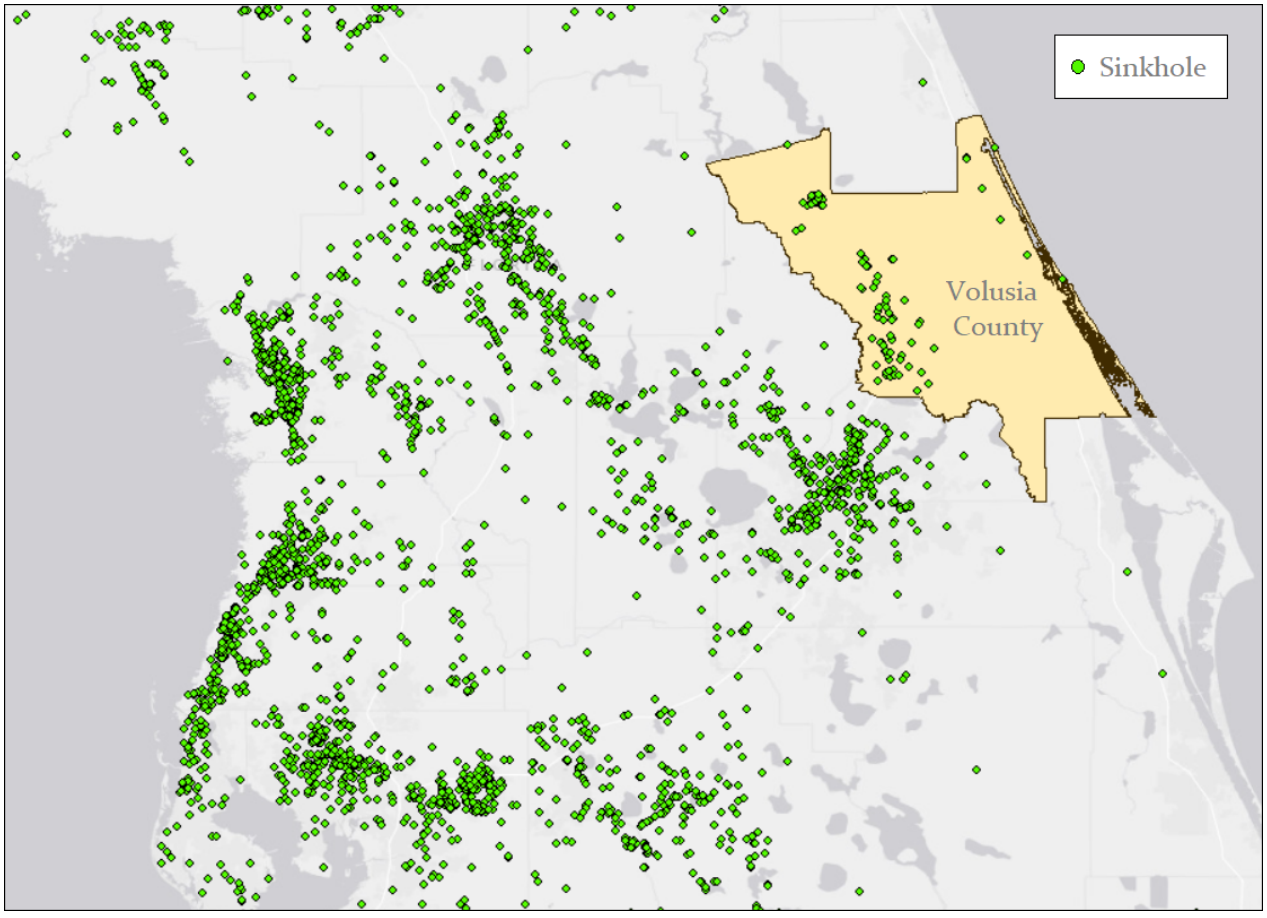
Qualitative Assessment of Sinkhole Vulnerability

The following map depicts sustenance reports in Florida that have been reported to the Florida Department of Environmental protection. This data is relevant for the state of Florida as of October 21, 2019 and depicts the statewide scale as opposed to the county scale for a reference of where Volusia County stands from a regional-risk perspective. It is important to note that Florida is at heightened risk for sinkholes relative to other areas of North America.

From a spatial risk perspective, the map below clearly shows that the western and southwestern portions of Volusia County are at a heightened risk for sinkholes and sustenance issues. The communities of DeBary, DeLand, Deltona, Orange City, Lake Helen, Stone Island and DeLeon Springs are specifically at heightened risk. Agricultural use of water impacts the risk of sinkholes by depleting the underground source of water. No particular population is at more risk than others from sinkholes. Critical infrastructure at risk in this area includes Florida Hospital in Orange City and DeLand. Interstate 4 through the west side of the county is at risk as well as Howland Blvd in Deltona are main thoroughfares and evacuation routes. Sinkholes can have completely devastating effects on homes, businesses and critical facilities, often resulting in the complete loss of the structure. In contrast to hazards such as tornadoes that strike quickly and can completely destroy structures, sink holes tend to develop slowly and grow over time. Thus, loss of personal property (or non-fixture property) can be greatly reduced in the event of a sinkhole. However, sinkholes can open suddenly, which can cause loss of life and personal property.

Documented Sinkholes (2019)

Source: Florida Department of Environmental Protection



6.15 TSUNAMI

Although, historically there have been no occurrences of tsunamis in Volusia County, the potential exists. The likelihood is low, but the consequences would be catastrophic. The worst-case scenario for Volusia County would be a 3-foot wave that could reach as far as 300 feet inland, meaning that properties and populations within this zone would be affected more severely.

Table 6.17 lists the improved property values that are located in the tsunami inundation zone, based on Volusia County GIS data. There were several gaps in the data that excluded the barrier islands along the shoreline. These areas appeared to be susceptible to tsunami inundation and/or potential inhabitability due to infrastructure loss in low lying areas. To be conservative, the analysis was performed by accounting for these barrier island areas as well.

TABLE 6.18: Volusia County Improved Property at Risk to Tsunami

JURISDICTION	Approximate Value of Improved Parcels/Condos at Risk*
Daytona Beach	2,319,787,186
Daytona B. Shores	166,793,077
DeBary	0
DeLand	0
Deltona	0
Edgewater	0
Holly Hill	0
Lake Helen	0
New Smyrna Beach	1,855,126,270
Oak Hill	0
Orange City	0
Ormond Beach	2,084,953,901
Pierson	0
Ponce Inlet	321,497,424
Port Orange	1,840,551,899
South Daytona	628,731,068
Unincorporated	3,168,225,110
TOTAL	**$12,385,665,935**

Source: Volusia County Property Appraiser Data 2019*

Qualitative Assessment of Tsunami Vulnerability

Table 6.18 on the previous page shows that a large portion of beachside Volusia County's population is at risk of being affected by a tsunami. While these events are extremely rare, it is important to note that more than 100,000 individuals would be at risk for this type of hazard.

Tsunamis can cause incredible loss of life and often strike without warning in the developing world. However, Volusia County would more than likely have a public warning announced and have several hours notice. However, even in lieu of a warning, evacuation of citizens located to the east of the Intracoastal Waterway could be a tough endeavor due to the lack of transportation infrastructure connecting it to the west of the waterway. Warning signs of an impending tsunami include a retreating shoreline or large, visible waves offshore, which could increase the number of casualties as a result of human intrigue. The large tourist presence in Volusia County is another compounding risk element that must be dealt with, as these individuals are less likely to know how to react to such an event.

Daytona Beach, Port Orange, New Smyrna Beach and Ormond Beach have the highest risk of loss in the future as a result of a tsunami, while the western portion of the county has no risk. The most-likely scenario for a tsunami in Volusia County would be triggered by a seismic event in Puerto Rico or off of the western coast of Africa. Such events can affect populations thousands of miles away.

OTHER HAZARDS

6.16 WILDFIRE

Volusia County is uniformly exposed to wildfire risk, especially during the hot dry summer months and drought conditions. HAZUS data was used to determine the number of people and improved properties that are susceptible to medium and high wildfire risk. The HAZUS wildfire potential risk map accounts for the mode of fuel types to determine the risk category. Each fuel model was assigned a code (i.e. "low", "medium", or "high") based on the fires spreading potential during a climatologically "dry" year. The fuel models indicate the ability of a fire to start and spread in the given terrain type, and are used as the input to the Fire Potential Index as well as fire spreading models. Wildfires in Volusia County and most of its municipality's impact wooded areas with low population density but do pose more of a risk to rural areas. Wildfires generally do not pose high risks to large population centers. Fires can have devastating effects on structures and can cause injuries and death due to smoke inhalation. Buildings, infrastructure, critical facilities and housing for vulnerable populations have some impact by wildfires.

Table 6.18 lists the number of properties, the percentage of properties and the property values that are located in the medium and high-risk wildfire zones. **Table 6.19** depicts exposure to different fire hazard zones utilizing 2014 parcel data. This analysis was not re-performed in 2019. See the table on the following page for additional information on fire risk.

TABLE 6.19: Volusia County Improved Property at Risk to Wildfire

JURISDICTION	# of Improved Parcels/Condos at Risk	% of Improved Parcels at Risk	Value of Improved Parcels at Risk
Daytona Beach	2,879	15.35%	367,774,772
Daytona B. Shores	1	0.19%	1,037,664
DeBary	3,739	44.72%	276,138,817
DeLand	2,383	27.78%	168,960,593
Deltona	6,487	19.52%	307,332,505
Edgewater	1,264	13.51%	76,200,531
Holly Hill	597	13.16%	48,418,783
Lake Helen	333	30.30%	22,918,827
New Smyrna Beach	2,939	26.54%	286,927,290
Oak Hill	397	44.71%	17,313,018
Orange City	419	15.72%	81,685,892
Ormond Beach	4,861	31.30%	470,274,680
Pierson	361	61.19%	17,946,371
Ponce Inlet	355	32.21%	53,468,430
Port Orange	5,554	27.19%	434,378,041
South Daytona	643	14.12%	44,228,607
Unincorporated	18,659	40.76%	1,492,034,741
TOTAL	**51,871**	**27.73%**	**$4,167,039,562**

Source: Volusia County Property Appraiser Data (2014), HAZUS-MH; see next page for analysis using 2019 parcel data

TABLE 6.19: 2019 Parcel Exposure to Fire Hazard Zones

Financial Exposure to Hazard Zones – *Cumulative Financial Values within Zones*						
Hazard Zone	**Parcels in Zone**	**Built Parcels**	**Land Value**	**Building Value**	**Assessed Value**	**Taxable Value**
Very High Risk	124,271	104,426	$4,844,779,396	$16,550,254,199	$20,902,299,006	$13,440,592,313
High Risk	57,662	41,083	$13,440,592,313	$8,753,064,108	$11,683,167,016	$7,845,468,152
Low Risk	105,868	56,455	$5,941,223,508	$13,851,144,023	$16,817,455,128	$11,056,579,326

Build-Year Summary of Built Parcels within Hazard Zones – *Build Year Breakdown by Hazard Zone*						
Hazard Zone	**Built Parcels**	**Built Pre-1970**	**Built 1970-1979**	**Built 1980-1989**	**Built 1990-1999**	**Built 2000-2019**
Very High Risk	104,426	11,786	10,174	22,092	15,782	44,592
High Risk	41,083	974	1,549	5,051	8,211	25,298
Low Risk	56,455	12,692	5,184	8,072	4,699	25,808

Land Use Summary of Parcels within Hazard Zones – *Number of Parcels Per Land Use*						
Hazard Zone	**Residential**	**Commercial**	**Industrial**	**Institutional**	**Conserv./Agri.**	**Other/Vacant**
Very High Risk	99,842	3,437	744	1,157	621	18,470
High Risk	38,971	845	492	510	2,579	14,265
Low Risk	49,870	3,662	1,307	1,540	4,703	44,786

Sources: HAZUS-MH, Volusia County Property Appraiser Data (2019) – Some parcels were not provided a land use code by VCPAO

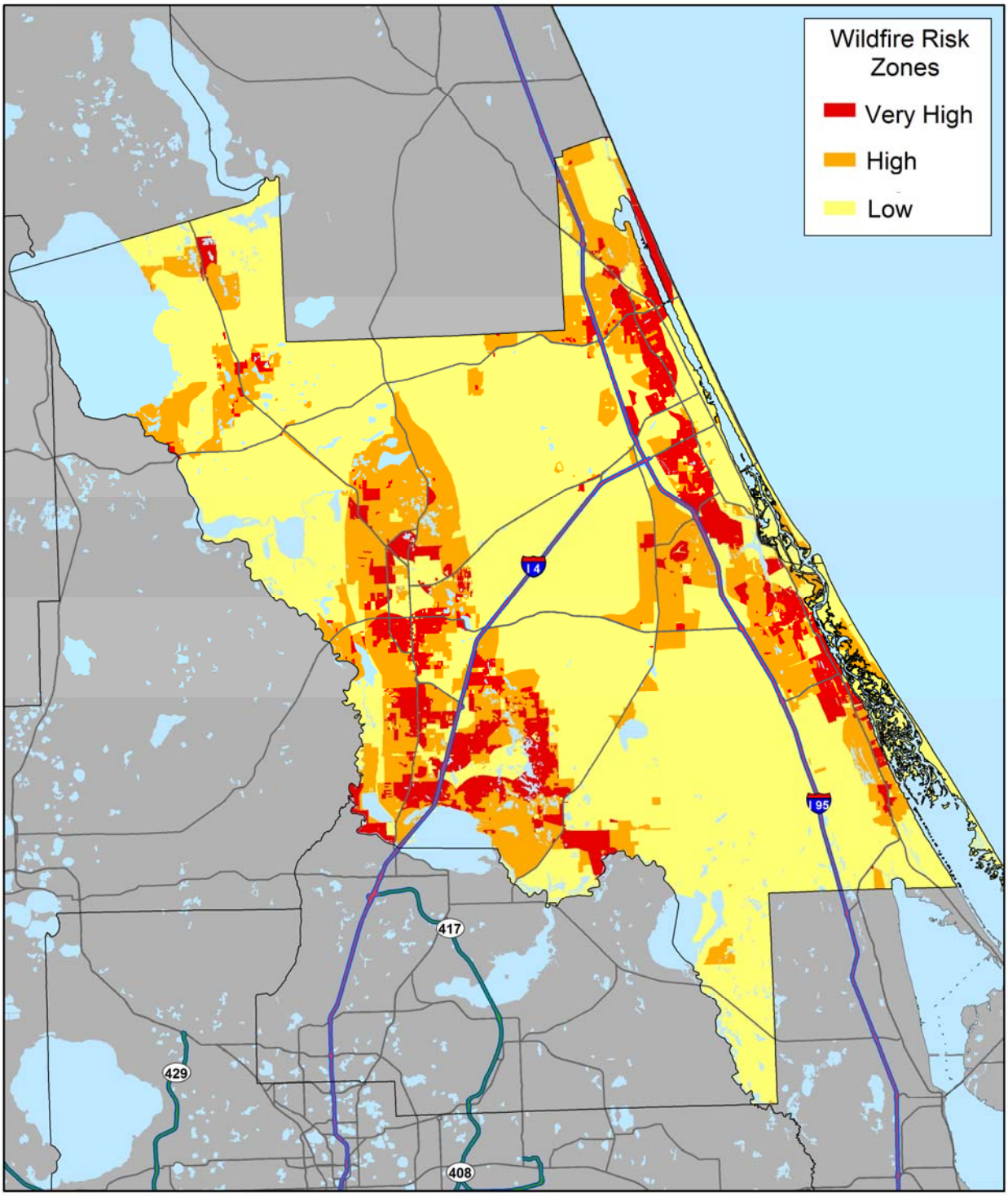
The table shown below depicts the different types of fire warnings that have been identified by the National Weather Service (NWS).

FIGURE 6.15: Fire Advisory Types

Alert	Criteria
Fire Weather Watch	Conditions are favorable for red flag conditions in and close to the watch area in the next 12 to 48 hours.
Red Flag Warning	lis issued for weather events which may result in extreme fire behavior that will occur within 24 hours. Red Flag criteria occurs whenever a geographical area has been in a dry spell for a week or two, or for a shorter period, and the National Fire Danger Rating System (NFDRS) is high to extreme and if there is a sustained wind average 15 mph or greater, a relative humidity less than or equal to 25 percent, and a temperature of greater than 75 degrees F.

Source: National Weather Service

FIGURE 6.16: Fire Hazard Zones



Source: HAZUS-MH

Qualitative Assessment of Fire/Wildfire Vulnerability

Table 6.19 shows that a large portion of Volusia County is susceptible to fires. 124,271 parcels within the county are located within the 'Very High Risk' zone, accounting for a total of 104,426 parcels with structures. An additional 57,662 parcels within the county are located within the 'High Risk' zone, accounting for a total of 41,083 parcels with structures that are threatened by fire.

The build year of a parcel is extremely important (perhaps the most important) metric to look at when analyzing risk as a result of fires. This is due to the adoption of building codes over time. Building codes can limit the types of materials utilized on buildings, along with other mitigating strategies, therefore reducing the risk for newer structures within the county. While the county has an older building stock, the parcels that are at risk for fire within the county are generally newer as compared to the parcels vulnerable to other hazards. The Ormond Beach rural area along SR 40 west of I-95 is a very susceptible area with many heavily wooded single-family subdivisions such as Timber Creek, Hunters Ridge, Breakaway Trails, and Plantation Pines.

In terms of land use, the majority of the parcels within the fire hazard zones are low density residential. More than 236,000 low density residential parcels are located within the 'High' and 'Very High' risk zones. More than 15,000 businesses are located within the 'High' and 'Very High' risk zones.

In addition to structures susceptible to fire, many areas of Volusia County are agricultural, while there are also many wood lands within the county. These areas are extremely susceptible to wildfires. Wildfires can spread in two ways: Burning ashes from tree lines can 'jump' across roadways or other barriers, widening the scope of the fire event. The second method of wildfire spread is less visible, as wildfires have the ability to transfer energy underground, making for an invisible spread of the wildfire. Often times, the fire does not have to be actively 'burning' for a spread to occur. This incredibly heightens the risk for residents living in isolated rural areas surrounded by trees.

6.17 SEA LEVEL RISE

Sea level rise, caused by changes in the Earth's climate, is a phenomenon resulting from a consistent change in the Earth's surface temperature that leads to changes in climatic patterns which ultimately alters weather patterns - including atmospheric and hydrologic impacts – and leads to sea level rise.

The greatest impacts from climate change on sea level rise include storm surge and coastal flooding. Sea level rise and climate change also affect atmospheric and hydrologic patterns which in turn impact other hazards like inland flood (increased rainfall periods), drought (decreased rainfall periods), and wildfire (exacerbated by vegetative fuel growth in periods of higher rainfall and then burn risk in drier periods). During the last century, sea level has risen approximately 6-9 inches worldwide and 9 inches along the coast of East Central Florida.

The United States Environmental Protection Agency (EPA) has been analyzing the causes, effects and possible responses to sea level rise. EPA's 1995 report, *The Probability of Sea Level Rise,* estimates that if humanity continues to emit greenhouse gases into the atmosphere, mean sea level could raise 1-2 feet in the next century and 5 feet over the next 150-300 years.

Volusia County, the River-to-Sea Transportation Planning Organization, and numerous jurisdictions within Volusia County have studied the potential effects of sea level rise since the 2014 version of the Local Mitigation Strategy (LMS) was released. In addition to jurisdiction-specific analyses, a "Regional Resiliency Action Plan" was drafted by the East Central Florida Regional Planning Council dealing with resiliency strategies on the jurisdictional and agency-levels.

Moreover, the Florida Department of Environmental Protection awarded Volusia County a grant to study the effects of sea level rise in addition to storm surge as part of a 2019-2020 project. The information contained in the FDEP-Volusia County report (to be released after the publication of the 2020 LMS) will be formatted identically to the LMS in order for planners and emergency managers to adequately compare the two documents. This document will be available in addition to the LMS upon request from Volusia County Emergency Management.

Table 6.21 on the following page depicts countywide exposure to sea level rise levels determined by the National Oceanographic and Atmospheric Administration (NOAA) "high curve" for years 2040, 2070 and 2100. These time horizons and curves have been utilized in previous studies within Volusia County at the jurisdictional, transportation agency and county levels.

TABLE 6.21: 2019 Parcel Exposure to Sea Level Rise Inundation Levels

Financial Exposure to Hazard Zones – *Cumulative Financial Values within Zones*

Hazard Zone	Parcels in Zone	Built Parcels	Land Value	Building Value	Assessed Value	Taxable Value
NOAA "High Curve", 2040	14,953	6,791	$2,086,271,815	$2,394,658,188	$3,835,511,832	$2,581,169,654
NOAA "High Curve", 2070	31,053	14,977	$2,962,080,894	$4,771,631,295	$6,199,938,559	$4,241,498,179
NOAA "High Curve", 2100	79,120	48,561	$5,249,071,011	$11,060,771,690	$13,421,963,554	$9,189,623,999

Build-Year Summary of Built Parcels within Hazard Zones – *Build Year Breakdown by Hazard Zone*

Hazard Zone	Built Parcels	Built Pre-1970	Built 1970-1979	Built 1980-1989	Built 1990-1999	Built 2000-2019
NOAA "High Curve", 2040	6,791	911	802	1,224	970	2,884
NOAA "High Curve", 2070	14,977	2,205	1,890	2,789	1,945	6,148
NOAA "High Curve", 2100	48,561	8,849	6,170	9,123	5,463	18,956

Land Use Summary of Parcels within Hazard Zones – *Number of Parcels Per Land Use*

Hazard Zone	Residential	Commercial	Industrial	Institutional	Conserv./Agri.	Other
NOAA "High Curve", 2040	6,130	242	221	241	390	7,729
NOAA "High Curve", 2070	13,420	811	415	441	722	15,244
NOAA "High Curve", 2100	43,547	2,869	1,214	1,309	1,057	29,124

Sources: NOAA, UF GeoPlan Center, Volusia County Property Appraiser Data (2019) – Some parcels were not provided a land use code by VCPAO

Qualitative Assessment of Sea Level Rise Vulnerability

Sea level rise is currently being studied as a threat to properties located near oceans, and many areas of eastern Volusia County would be inundated with water if sea level rise occurs as modeled by the U.S. Army Corps of Engineers. For this study, NOAA "high curve" data for 2040, 2070 and 2100 was utilized to study the amount of property value, the types of properties and build-year of properties located in each inundation zone.

Combined Impacts of Sea Level Rise and Hurricanes over the Long Term

The LMS project team also modeled sea level rise impacts on future hurricanes. This information was published following the completion of this report and can be requested from Volusia County Emergency Management.

6.18 CONCLUSIONS ON HAZARD VULNERABILITY

The results of this vulnerability assessment are useful in at least three ways:

- Improving our understanding of the risk associated with the natural hazards in Volusia County through better understanding of the complexities and dynamics of risk, how levels of risk can be measured and compared, and the myriad of factors that influence risk. An understanding of these relationships is critical in making balanced and informed decisions on managing risk.

- Providing a baseline for policy development and comparison of mitigation alternatives. The data used for this analysis presents a current profile of risk in Volusia County. Future updates will enable comparison of the changes in risk over time. Baselines of this type can support the objective analysis of policy and program options for risk reduction in the region.

- Comparing the risk among the natural hazards addressed. The ability to quantify the risk to all these hazards relative to one another helps in a balanced, multi-hazard approach to risk management at each level of governing authority. This ranking provides a systematic framework to compare and prioritize the very disparate natural hazards that are present in Volusia County. This final step in the risk assessment provides the necessary information for local officials to craft a mitigation strategy to focus resources on only those hazards that pose the most threat to the county.

SECTION 7 – CAPABILITY ASSESSMENT

This section of the Plan discusses the capability of Volusia County and the participating municipal jurisdictions to implement hazard mitigation activities. It consists of the following four subsections:

- **What is a Capability Assessment?**
- **Conducting the Capability Assessment**
- **Capability Assessment Findings**
- **Conclusions of the Capability Assessment**

7.1 WHAT IS A CAPABILITY ASSESSMENT?

The purpose of conducting a capability assessment is to determine the ability of a local jurisdiction to implement a comprehensive mitigation strategy, and to identify potential opportunities for establishing or enhancing specific mitigation policies, programs or projects.[1] As in any planning process, it is important to try to establish which goals, objectives and/or actions are feasible, based on an understanding of the organizational capacity of those agencies or departments tasked with their implementation. A capability assessment helps to determine which mitigation actions are practical and likely to be implemented over time, given a local government's planning and regulatory framework. This capability assessment also highlights the positive mitigation measures already in place, or being implemented at the local government level, which should continue to be supported and enhanced through future mitigation efforts.

The capability assessment completed for Volusia County and its jurisdictions serves as a critical planning step and an integral part of the foundation for designing an effective multi-jurisdictional hazard mitigation strategy. Coupled with the *Risk Assessment*, the *Capability Assessment* helps identify and target meaningful mitigation actions for incorporation in the *Mitigation Strategy* portion of the Hazard Mitigation Plan. It helps establish the goals and objectives for the Volusia County Region to pursue under this Plan and ensures that those goals and objectives are realistically achievable under given local conditions.

7.2 CONDUCTING THE CAPABILITY ASSESSMENT

In order to facilitate the inventory and analysis of local government capabilities throughout Volusia County, a detailed *Capability Assessment Survey*[2] was distributed to Volusia County staff and to staff from participating local municipal jurisdictions. The survey questionnaire, which was completed by

[1] While the Interim Final Rule for implementing the Disaster Mitigation Act of 2000 does not require a local capability assessment to be completed for local hazard mitigation plans, it is a critical step to develop a mitigation strategy that meets the needs of each jurisdiction while taking into account their own unique abilities. The Rule does state that a community's mitigation strategy should be "based on existing authorities, policies, programs and resources, and its ability to expand on and improve these existing tools" (44 CFR, Part 201.6(c)(3)).

[2] The *Capability Assessment Survey* instrument used to assess county and municipal capabilities is available through Volusia County upon request.

applicable local government officials, requested information on a variety of "capability indicators" such as existing local plans, policies, programs or ordinances that contribute to and/or hinder the community's ability to implement hazard mitigation actions.

At a minimum these survey results provide an inventory of existing local plans, ordinances, programs and resources in place or under development in addition to their overall effect on hazard loss reduction. The survey instrument thereby not only helps accurately assess each jurisdiction's degree of local capability, but also serves as a good source of introspection for those jurisdictions wishing to improve their capability. The identification of opportunities and specific actions to be proposed as part of the community's mitigation strategy often develop as an outcome of completing a capability assessment.

7.3 CAPABILITY ASSESSMENT FINDINGS

The findings of the capability assessment are summarized in this Plan to provide insight into the capacity of Volusia County and the participating jurisdictions to implement hazard mitigation activities. All information is based upon the responses provided by local government officials to the *Capability Assessment Survey*.

7.3.1 Planning and Regulatory Capability

Planning and regulatory capability is based on the implementation of plans, ordinances and programs that demonstrate a local jurisdiction's commitment to guiding and managing growth, development and redevelopment in a responsible manner while maintaining the general welfare of the community. It includes emergency response and mitigation planning, comprehensive land use planning and transportation planning in addition to the enforcement zoning or subdivision ordinances and building codes that regulate how land is developed and structures are built, as well as protecting environmental, historic and cultural resources in the community. Although some conflicts can arise, these planning initiatives generally present significant opportunities to integrate hazard mitigation principles and practices into the local decision-making process.

This assessment is designed to provide a general overview of the key planning and regulatory tools or programs in place or under development for Volusia County and the participating jurisdictions, along with their potential effect on loss reduction. This information will help identify opportunities to address existing gaps, weaknesses or conflicts with other initiatives in addition to integrating the implementation of this Plan with existing planning mechanisms, where appropriate.

Table 7.1 provides a summary of the relevant local plans, ordinances and programs already in place or under development for Volusia County and the participating jurisdictions. An (x) mark indicates that the given item is currently in place and being implemented by the local jurisdiction, or that it is currently being developed for future implementation. A more detailed discussion on each jurisdiction's planning and regulatory capability follows, along with the incorporation of additional information based on the narrative comments provided by local officials in response to the survey questionnaire.

Following the inventory of local plans, programs and policies is a description of each element upon which the local jurisdiction's capability score was based.

TABLE 7.1: Relevant Plans, Ordinances and Programs

JURISDICTION	Local Mitigation Strategy	Comprehensive Land Use Plan	Floodplain Management Plan	Open Space Management Plan	Stormwater Management Plan	Natural Resource Protection Plan	Flood Response Plan	Emergency Operations Plan	Continuity of Operations Plan	Evacuation Plan	Disaster Recovery Plan	Capital Improvements Plan	Economic Development Plan	Historic Preservation Plan	Floodplain Ordinance (or Flood Damage Prevention Ordinance)	Zoning Ordinance	Subdivision Ordinance	Unified Development Ordinance	Post-disaster Redevelopment / Reconstruction Ordinance	Building Code	Fire Code	National Flood Insurance Program	NFIP Community Rating System
Daytona Beach	X	X	X	X	X			X	X	X		X	X	X	X	X	X	X	X	X	X	X	X
Daytona Beach Shores	X	X	X		X			X		X		X			X	X		X		X	X	X	X
DeBary	X	X	X	X	X	X	X	X	X		X	X	X		X	X	X			X	X	X	
DeLand	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Deltona	X	X	X	X	X	X		X	X	X	X	X	X	X	X	X	X	X		X	X	X	X
Edgewater	X	X	X	X	X		X	X	X	X	X	X	X	X	X	X	X			X	X	X	X
Holly Hill	X	X	X	X	X	X	X	X	X	X		X	X		X	X	X			X	X	X	X
Lake Helen	X	X	X	X	X	X	X	X	X	X		X	X	X	X	X	X	X		X	X	X	
New Smyrna Beach	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Oak Hill	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	
Orange City	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	
Ormond Beach	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Pierson	X	X	X					X		X		X				X	X			X	X	X	
Ponce Inlet	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	X	X	X	X	X	X
Port Orange	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	X	X	X	X	X
South Daytona	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X			X	X	X	X
Volusia County	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

SECTION 7: CAPABILITY ASSESSMENT

The project team developed the Local Mitigation Strategy with numerous resources, including existing plans, technical information and mapping software.

ESRI ArcGIS software was used to develop vulnerability profiles for the hazards covered in this report. Data collection by the project team included municipal critical facilities, stormwater facilities and lift/pump stations, as well as parcel data collected from the Volusia County Property Appraiser. Numerous GIS files were also downloaded from Volusia County I.T. for consideration, research and use.

Technical plans were also reviewed for consistency with the Local Mitigation Strategy. This primarily included the county's Integrated Floodplain Management Plan, which was reviewed and updated alongside the 2020 LMS. The data collection, data analysis and risk profile methodologies used for the Local Mitigation Strategy and the Floodplain Management Plan are identical. The additional plans listed on the previous page, including the Volusia County Continuation of Operations Plan and others, were also reviewed as made available.

Technical information was collected primarily from the Volusia County Emergency Management Department and the National Climatic Data Center, which compiles countywide reports on past hazard events, estimated losses, and other critical information for tracking the County's vulnerabilities.

7.3.2 Emergency Management

Hazard mitigation is widely recognized as one of the four primary phases of emergency management. Other phases include preparedness, response and recovery. In reality, each phase is interconnected with hazard mitigation as **Figure 7.1** suggests. Planning for each phase is a critical part of a comprehensive emergency management program and a key to the successful implementation of hazard mitigation actions. As a result, the *Capability Assessment Survey* asked several questions regarding emergency management plans in order to assess the jurisdiction's willingness to plan and their level of technical planning proficiency.

FIGURE 7.1: The Four Phases of Emergency Management

Local Mitigation Strategy (LMS): Also called a hazard mitigation plan, the local mitigation strategy represents a community's blueprint for how it intends to reduce the impact of natural and human-caused hazards on people and the built environment. The essential elements of a local mitigation strategy include a risk assessment, capability assessment, mitigation strategy and the mitigation projects list.

- Volusia County and its jurisdictions developed the first version of their local mitigation strategy in 1999 (adopted 2000) and updated the plan in 2009 and 2014. The plan is currently undergoing a revision that will be completed in January 2020.

Disaster Recovery Plan: A disaster recovery plan serves to guide the physical, social, environmental and economic recovery and reconstruction process following a disaster. In many instances, hazard mitigation principles and practices are incorporated into local disaster recovery plans with the intent of capitalizing on opportunities to break the cycle of repetitive disaster losses.

- Survey results indicate that 12 of the jurisdictions have their own disaster recovery plan. A potential mitigation action that should be considered is for all participating jurisdictions to develop their own disaster recovery plan that would incorporate mitigation opportunities into the disaster recovery process.

Emergency Operations Plan: An emergency operations plan outlines responsibility and the means by which resources are deployed to respond to an emergency or disaster. Many communities choose to update their emergency operations plan before events occur to better prepare for future disasters. This is an example of hazard mitigation.

- Volusia County Emergency Management maintains the emergency operations plan that also covers their respective jurisdictions. In general, emergency operations planning has been determined to have a moderate effect on loss reduction, as its emphasis focuses on preparedness and response operations rather than hazard mitigation activities.

Continuity of Operation Plan: A continuity of operations plan establishes a chain of command line of succession, and plans for backup or alternate emergency response resources in case of an extreme emergency. Developing a continuity of operation plan is an example of hazard mitigation.

- Results indicate that 15 of jurisdictions in Volusia County have a continuity of operations plan in place. Each of the other jurisdictions is encouraged to consider preparing their own continuity of operations plans as a possible mitigation action for inclusion this Plan.

7.3.3 General Planning

The implementation of hazard mitigation activities should involve agencies and individuals beyond the emergency management profession. Other stakeholders may include local planners, public works officials, economic development specialists and others. Because in many instances, concurrent local planning efforts help achieve or complement hazard mitigation goals, even though they are not specifically designed as such, the *Capability Assessment Survey* asked questions regarding each jurisdiction's general planning capabilities and the degree to which hazard mitigation is integrated into other ongoing planning efforts.

Comprehensive Land Use Plan: A comprehensive land use plan establishes the overall vision for a community, and serves as a guide for future governmental decision making. Typically, a comprehensive plan is comprised of a summary of current and expected demographic conditions, land use, transportation elements and community facilities. Given the broad nature of the plan and its regulatory standing in many communities, the integration of hazard mitigation measures into the comprehensive plan can greatly enhance the likelihood of achieving risk reduction goals, objectives and actions.

- All jurisdictions within the region have a comprehensive land use plan as required by state law.

Capital Improvements Plan: A capital improvements plan guides the scheduling of spending for public improvement projects. A capital improvements plan can serve as an important mechanism to guide

future development away from identified hazard areas. Limiting public spending in hazardous areas is one of the most effective long-term mitigation actions available to local governments.

- Volusia County has a Capital Improvements Element (CIE) that is part of the Comprehensive Plan. The Capital Improvement Plan should be considered a local funding source for mitigation projects recommended as part of the Local Mitigation Strategy and the implementation of those actions will help to reduce disaster damages.

Historic Preservation Plan: A historic preservation plan is intended to preserve historic structures or districts within a community. An often overlooked aspect of the historic preservation plan is the assessment of buildings and sites located in areas subject to natural hazards to include the identification of the most effective way to reduce future damages.[3] This may involve retrofitting or relocation techniques that account for the need to protect buildings that do not meet current building standards or are within a historic district that cannot easily be relocated out of harms way.

- There are 10 jurisdictions that have a historic preservation plan.

Zoning Ordinances: Zoning dictates the means by which land use is controlled by a local government. As part of a community's police power, zoning is used to protect the public health, safety and welfare of those within a given jurisdiction. A zoning ordinance is the mechanism through which zoning is implemented. Since zoning regulations enable municipal governments to limit the type and density of development, it can serve as a powerful tool, especially when applied in identified hazard areas.

- All of the participating jurisdictions have a zoning ordinance.

Subdivision Ordinances: A subdivision ordinance is generally intended to regulate the development of housing, commercial and industrial uses, including associated public infrastructure, as land is subdivided into buildable lots for sale or future development. Subdivision design that accounts for natural hazards can dramatically reduce the exposure of future development.[4]

- There are 16 jurisdictions that have a subdivision ordinance.

Building Codes, Permitting and Inspections: Building Codes regulate construction standards. In many communities' permits must be issued and inspections of work must take place for new construction. Decisions regarding the adoption of building codes (that account for hazard risk), the type of permitting process required both before and after a disaster, and the enforcement of inspection protocols all affect the level of hazard risk faced by a community.

- All Volusia County jurisdictions have adopted and enforce the Florida Building Code.

[3] See Protecting the Past from Natural Disasters. 1989. Nelson, Carl. National Trust for Historic Preservation: Washington D.C.
[4] For additional information regarding the use of subdivision regulations in reducing flood hazard risk, see Subdivision Design in Flood Hazard Areas. 1997. Morris, Marya. Planning Advisory Service Report Number 473. American Planning Association: Washington D.C.

The adoption and enforcement of building codes by local jurisdictions is routinely assessed through the Building Code Effectiveness Grading Schedule (BCEGS) program developed by the Insurance Services Office, Inc. (ISO).[5] Under the BCEGS program, ISO assesses the building codes and enforcement of these codes in a particular community, with special emphasis on mitigation of losses from natural hazards. The results of BCEGS assessments are routinely provided to ISO's member private insurance companies, which in turn may offer ratings credits for new buildings constructed in communities with strong BCEGS classifications. The concept behind this is that communities with well-enforced, up-to-date codes should have fewer losses, and insurance rates can reflect that in these communities.

In conducting the assessment ISO collects information related to personnel qualifications and continuing education, as well as the number of inspections performed per day. This type of information, combined with local building codes, is used to determine a grade for that jurisdiction. The grades range from 1 to 10, with the lower grade being more ideal. A BCEGS grade of 1 represents exemplary commitment to building code enforcement, and a grade of 10 indicates less than minimum recognized protection. **Table 7.2** lists the BCEGS ratings for the jurisdictions in the region.

TABLE 7.2: BCEGS Ratings in the Region

JURISDICTION	BCEGS RESIDENTIAL RATING	BCEGS COMMERCIAL RATING	YEAR LAST RATED
Daytona Beach	4	3	
Daytona Beach Shores			
DeBary			
DeLand			
Deltona			
Edgewater			
Holly Hill			
Lake Helen	4	4	2000
New Smyrna Beach			
Oak Hill			
Orange City			
Ormond Beach	3	3	2004
Pierson			
Ponce Inlet			
Port Orange			
South Daytona			
Volusia County			

Source: Jurisdictions

[5] Participation in BCEGS is voluntary and may be declined by local governments if they do not wish to have their local building codes evaluated.

7.3.4 Floodplain Management

Flooding represents the greatest natural hazard facing the nation. At the same time the tools available to reduce the impacts associated with flooding are among the most developed when compared to other hazard-specific mitigation techniques. In addition to approaches that cut across hazards such as education, outreach, and the training of local officials, the *National Flood Insurance Program* (NFIP) contains specific regulatory measures that enable government officials to determine where and how growth occurs relative to flood hazards. Participation in the NFIP is voluntary for local governments; however, program participation is strongly encouraged by FEMA as a first step for implementing and sustaining an effective hazard mitigation program. It is therefore used as part of this assessment as a key indicator for measuring local capability.

In order for a county or municipality to participate in the NFIP they must adopt a local flood damage prevention ordinance which requires jurisdictions to follow established minimum building standards in the floodplain. These standards require that all new buildings and substantial improvements to existing buildings will be protected from damage by a 100-year flood event, and that new development in the floodplain will not exacerbate existing flood problems or increase damage to other properties.

A key service provided by the NFIP is the mapping of identified flood hazard areas. Once completed, the Flood Insurance Rate Maps (FIRMs) are used to assess flood hazard risk, regulate construction practices and set flood insurance rates. FIRMs are an important source of information to educate residents, government officials and the private sector about the likelihood of flooding in their community.

An additional indicator of floodplain management capability is the active participation of local jurisdictions in the *Community Rating System* (CRS). The CRS is an incentive-based program that encourages counties and municipalities to undertake defined flood mitigation activities that go beyond the minimum requirements of the NFIP, adding extra local measures to provide protection from flooding. All of the 18 creditable CRS mitigation activities are assigned a range of point values. As points are accumulated and reach identified thresholds, communities can apply for an improved CRS class. Class ratings, which run from 10 to 1, are tied to flood insurance premium reductions as shown in **Table 7.3.** As class ratings improve (the lower the number the better), the percent reduction in flood insurance premiums for NFIP policyholders in that community increases.

Community participation in the CRS is voluntary. Any community that is in full compliance with the rules and regulations of the NFIP may apply to FEMA for a CRS classification better than class 10. The CRS application process has been greatly simplified over the past several years, based on community comments intended to make the CRS more user friendly, and extensive technical assistance available for communities who request it.

Volusia County and its 16 jurisdictions are all participants in the National Flood Insurance Program (NFIP) and 10 jurisdictions participate in the Community Rating System (CRS). Compliance with the NFIP is maintained through:

- Jurisdiction participation in the Volusia Prepares Working Group (quarterly)
- Quarterly submittal of Mitigation Initiatives by jurisdictions
- Complying with NFIP through County/Municipal Floodplain Ordinances (exceed CFR-44)
- Compliance with Florida Building Code

TABLE 7.3: CRS Premium Discounts, By Class

CRS CLASS	PREMIUM REDUCTION
1	45%
2	40%
3	35%
4	30%
5	25%
6	20%
7	15%
8	10%
9	5%
10	None

Source: FEMA

TABLE 7.4: CRS Participation in Volusia County (as of 5/1/2019)

JURISDICTION	CRS CLASSIFICATION	DISCOUNT FOR SFHA
Daytona Beach	6	20%
Daytona Beach Shores	5	25%
DeBary	NA	NA
DeLand	NA	NA
Deltona	9	5%
Edgewater	7	15%
Holly Hill	6	20%
Lake Helen	NA	NA
New Smyrna Beach	7	15%
Oak Hill	NA	NA
Orange City	NA	NA
Ormond Beach	6	20%
Pierson	NA	NA
Ponce Inlet	5	25%
Port Orange	5	25%
South Daytona	6	20%
Volusia County	5	25%

Source: Volusia County Emergency Management and FEMA

Floodplain Management Plan: A floodplain management plan (or a flood mitigation plan) provides a framework for action regarding the corrective and preventative measures put in place to reduce flood-related impacts. Floodplain management plans are similar to hazard mitigation plans except for the fact that they focus solely on flood hazards and identifying specific actions to address flooding problems within a jurisdiction.

- All jurisdictions have a floodplain management plan, located within the County FMP.

Stormwater Management Plan: A stormwater management plan is designed to address flooding associated with stormwater runoff. The stormwater management plan is typically focused on design and construction measures intended to reduce the impact of minor urban flooding. Stormwater management plans are an excellent way for local governments to regulate stormwater flow within the jurisdiction and to prevent future stormwater problems.

- There are 16 jurisdictions that have a stormwater management plan as of 2019.

7.4 CONCLUSIONS OF THE CAPABILITY ASSESSMENT

The capability of Volusia County and the participating jurisdictions varies greatly from jurisdiction to jurisdiction. **Table 7.5** lists the total number of jurisdictions that have plans, ordinances and programs in place or under development.

TABLE 7.5: Relevant Plans, Ordinances and Programs

Plan, Ordinance or Program	Total Number of Jurisdictions
Local Mitigation Strategy	17
Comprehensive Land Use Plan	17
Floodplain Management Plan	17
Open Space Management Plan	15
Stormwater Management Plan	16
Natural Resource Protection Plan	13
Flood Response Plan	13
Emergency Operations Plan	17
Continuity of Operations Plan	15
Evacuation Plan	16
Disaster Recovery Plan	12
Capital Improvements Plan	17
Economic Development Plan	14
Historic Preservation Plan	10
Floodplain Ordinance (or Flood Damage Prevention Ordinance)	17
Zoning Ordinance	17
Subdivision Ordinance	16
Unified Development Ordinance	12
Post-disaster Redevelopment / Reconstruction Ordinance	8
Building Code	17
Fire Code	17
National Flood Insurance Program	16
NFIP Community Rating System	11

The *Capability Assessment* and *Risk Assessment* serve as the foundation for a meaningful hazard mitigation strategy. During the process of identifying the goals and mitigation actions each jurisdiction

must consider not only their level of hazard risk but also their existing capability to minimize or eliminate that risk.

In jurisdictions where the overall hazard risk is considered to be high, specific mitigation actions that account for these conditions should be considered. This may include less costly actions such as minor ordinance revisions or public awareness activities. If necessary, specific capabilities may need to be improved in order to better address recurring threats. Similarly, in cases where the hazard vulnerability is low, more emphasis can be placed on actions that may impact future vulnerability, such as guiding development away from known hazard areas using various regulatory measures.

Use of Social Media and Other Media for Warning and Loss Prevention

Volusia County Emergency Management uses its twitter account to provide warning to residents about incoming storms and other natural hazards. In unison with social media, the County Public Information Officer and Emergency Manager stay in communication with local television stations as well as national television stations such as The Weather Channel before, during and after storm and natural hazard events). Coordination with media sources often includes tips for residents for property mitigation (such as sandbagging) and tips for residents to stay safe after a storm (including staying away from downed power lines and standing water).

SECTION 8 – MITIGATION STRATEGY

This section of the Plan provides the blueprint for Volusia County and the participating jurisdictions to become less vulnerable to its identified hazards. It is based on general consensus of the Volusia Prepares LMS Working Group (LMS Working Group) and the findings and conclusions of the *Capability Assessment* and *Risk Assessment*. It consists of the following five subsections:

- **Introduction**
- **Mitigation Goals**
- **Identification and Analysis of Mitigation Techniques**
- **Selection of Mitigation Techniques for Volusia County**
- **Mitigation Success Stories**
- **Plan Update Requirement**

8.1 INTRODUCTION

The intent of the local Mitigation Strategy is to provide Volusia County and the participating jurisdictions with the goals that will serve as guiding principles for future mitigation policy and project administration, along with an analysis of mitigation techniques deemed available to meet those goals and reduce the impact of identified hazards. It is designed to be comprehensive, strategic and functional in nature:

- In being *comprehensive*, the development of the strategy includes a thorough review of all hazards and identifies extensive mitigation measures intended to not only reduce the future impacts of high-risk hazards, but also to assist the County and participating jurisdictions achieve compatible economic, environmental and social goals.

- In being *strategic*, the development of the strategy ensures that all policies and projects proposed for implementation are consistent with pre-identified, long-term planning goals.

- In being *functional,* each proposed mitigation action is linked to established priorities and assigned to specific departments or individuals responsible for their implementation with target completion deadlines. When necessary, funding sources are identified that can be used to assist in project implementation.

The first step in designing the Mitigation Strategy includes the identification of countywide mitigation goals. Mitigation goals represent broad statements that are achieved through the implementation of more specific, action-oriented objectives. These actions include both hazard mitigation policies (such as the regulation of land in known hazard areas through a local ordinance), and hazard mitigation projects that seek to address specifically targeted hazard risks (such as the acquisition and relocation of a repetitive loss structure).

The second step involves the identification, consideration and analysis of available mitigation measures to help achieve the identified mitigation goals. This is a long-term, continuous process, sustained through the development and maintenance of this Plan. Alternative mitigation measures will continue to be considered as future mitigation opportunities become identified, as data and technology improve, as mitigation funding becomes available, and as this Plan is maintained over time.

The third and last step in designing the Mitigation Strategy is the selection and prioritization of specific mitigation actions, referred to as Hazard Mitigation Initiatives, for Volusia County and participating jurisdictions (provided separately in Section 9: *Mitigation Action Plan*). The Mitigation Action Plan (MAP) represents an unambiguous and functional plan for action and is considered to be the most essential outcome of the mitigation planning process.

The MAP includes a prioritized listing of proposed hazard mitigation actions (policies and projects) for Volusia County and its participating jurisdictions and partners to carry out with accompanying information such as those departments or individuals assigned responsibility for their implementation, potential funding sources and an estimated target date for completion, serving as an important tool for monitoring success or progress over time. The cohesive collection of actions listed in the MAP can also serve as an easily understood menu of mitigation policies and projects for those local decision makers who want to quickly review the recommendations and proposed actions of the Hazard Mitigation Plan.

In preparing the Mitigation Action Plan for Volusia County, the LMS Working Group considered the overall hazard risk and capability to mitigate the effects of hazards as determined through the risk and capability assessment process, in addition to meeting the adopted countywide mitigation goals and unique needs of the community. Prioritizing the proposed mitigation actions was based on the following 11 factors:

- Population Benefited
- Health and Safety Considerations
- Environmental Impact
- Consistency with Other Plans and Programs
- Reduces Risk of Future Property Damage
- Supports Essential or Critical Services
- Probability of Receiving Funding for Implementation
- Feasibility of Implementation
- Community Rating System
- Repetitive Loss Mitigation
- Benefit Cost Ratio (to be conducted prior to submitting a project for grant consideration)

The mitigation initiative scoring system is provided in **Table 8.1**.

TABLE 8.1: Mitigation Initiative Scoring System

Prioritization Criteria	Scoring				
Population Benefited	**4** - Project will benefit a multi-jurisdictional area.	**3** - Project will benefit a jurisdictional area.	**2** - Project will benefit less than 100% of a jurisdiction (i.e., neighborhood).		
Health and Safety Considerations *Add 1 point for projects that benefit a multi-jurisdictional area.	**4** - Project would benefit 75% or more of the population.	**3** - Project would benefit 50-74% of the population.	**2** - Project would benefit 25-49%of the population.	**1** - Project would benefit less than 25% of the population.	
Environmental Impact	**1** - Project improves the environment.	**0** - Risk to the environment is undetermined.	**(-1)** - Project poses risk to the environment.		
Consistency with other Plans and Programs	**4** - Project is incorporated into the LMS, CEMP and Comprehensive Plan, and supports the National Flood Insurance Program (i.e., for flood related projects).	**3** - Project is incorporated into at least two of these plans.	2 **-** Project is incorporated into at least one of these plans.	**1** - Project is consistent with other local standards, aside from LMS, CEMP and Comprehensive Plan.	
Reduces Risk of Future Property Damage	**4 -** Mitigates a hazard of high frequency or risk.	**3 -** Mitigates a hazard of moderate frequency or risk.	**2 -**Mitigates a hazard of low frequency or risk.	**1 -** Mitigates a hazard of very low frequency or risk.	
Supports Essential or Critical Services	**5** - Project will ensure continuity of operations for essential infrastructure or services.	**3** - Project will support infrastructure or services with loss/damage history.	**1** - Project will support infrastructure or services without loss/damage history.	**0** - Project's operation will have no impact on community infrastructure or services if disrupted.	
Probability of Receiving Funding for Implementation	**4** - Limited funding potential exists.	**3** -Potential funding sources are other state or federal grants or similar funding sources.	**2** - Potential funding is readily available through emergency preparedness or mitigation funding sources.	**0** - Potential funding is readily available through local funding sources (e.g., budgeting, capital improvements).	
Feasibility of Implementation	**4** - Project would be relatively easy to implement in one year.	**3** - Project would be easy to implement in three years.	**2** - Project would be easy to implement in five years.	**0** - Project would be difficult to implement.	
Community Rating System	**4** - Project supports all four elements of CRS flood-related activities (public information, mapping and regulations, damage reduction and flood preparedness).	**3** - Project supports three CRS elements.	**2** - Project supports two CRS elements.	**1** - Project supports one CRS element.	**0** - Project does not support any CRS element.
Repetitive Loss Mitigation	**4** - Project protects 50% or more of Repetitive Loss (RL) structures.	**2** - Project protects less than 50% of RL structures.	**0** - Project does not protect a RL structure.		
Benefit Cost Ratio	**5** - Project has a Benefit Cost Ratio (BCR) of "1" or higher, using FEMA approved software.	**3** - Project has a BCR of less than "1" using FEMA approved software.	**0** - The BCR can not be determined.		

8.2 MITIGATION GOALS

44 CFR Requirement

44 CFR Part 201.6(c)(3)(i):
The mitigation strategy shall include a description of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.

For the 2020 plan update, the LMS Working Group used the goal listing updated and developed as part of the 2014 plan update. As a result of the 2014 review, the LMS Working Group recommended that the existing goals (**Table 8.2**) remain the same. Additional goals were developed by jurisdictions as part of the Floodplain Management Plan (Appendix I). Each of the following goal statements represent a broad target for Volusia County and its participating jurisdictions and partners to achieve through the implementation of its more detailed Mitigation Action Plan provided in Section 9: *Mitigation Action Plan*. They are intended to reflect the unique needs and wishes of the communities of Volusia County to have a more "disaster resistant" future.

TABLE 8.2: Mitigation Goals

GOAL 1: LOCAL GOVERNMENT WILL HAVE THE CAPABILITY TO DEVELOP, IMPLEMENT AND MAINTAIN EFFECTIVE MITIGATION PROGRAMS
***Objective 1*:** Data and information needed for defining hazards, risk areas, and vulnerabilities in the community will be obtained.
***Objective 2*:** The capability to effectively utilize available data and information related to mitigation planning and program development will be available.
***Objective 3*:** The effectiveness of mitigation initiatives implemented in the community will be measured and documented.
***Objective 4*:** Up-to-date technical skills in mitigation planning and programming will be available for the community.
***Objective 5*:** There will be a program to derive mitigation "lessons learned" from each significant disaster event occurring in or near the community.
GOAL 2: ALL SECTORS OF THE COMMUNITY WILL WORK TOGETHER CONTINUOUSLY TOWARD BUILDING A DISASTER-RESILIENT COMMUNITY
Objective 1: A business continuity and recovery program will be established and implemented in the community.

Objective 2: Local agencies and organizations will establish specific interagency agreements for the development and implementation of mitigation-related projects and programs.

Objective 3: Local elected governing bodies will promulgate the local mitigation plan and support community mitigation programming.

Objective 4: Outreach programs to gain participation in mitigation programs by business, industry, institutions and community groups will be developed and implemented.

Objective 5: The community will be periodically updated regarding local efforts in mitigation planning and programming.

Objective 6: The community's public and private sector organizations will partner to promote hazard mitigation programming throughout the community.

GOAL 3: THE COMMUNITY WILL HAVE THE CAPABILITY TO INITIATE AND SUSTAIN EMERGENCY RESPONSE OPERATIONS DURING AND AFTER A DISASTER

Objective 1: Designated evacuation routes will be relocated, retrofitted, or modified to remain open before, during and after disaster.

Objective 2: Designated evacuation shelters will be retrofitted or relocated to ensure their operability during and after disaster events.

Objective 3: Emergency services organizations will have the capability to detect emergency situations and promptly initiate emergency response operations.

Objective 4: Local emergency services facilities will be retrofitted or relocated to withstand the structural impacts of disasters.

Objective 5: Response capabilities will be available to protect visitors, special needs individuals, and the homeless from a disaster's health and safety impacts.

Objective 6: Shelters or structures for vehicles and equipment needed for emergency services operation will be retrofitted or relocated to withstand disaster impacts.

Objective 7: Utility and communications systems supporting emergency services operations will be retrofitted or relocated to withstand the impacts of disasters.

Objective 8: Vehicle access routes to key health care facilities will be protected from blockage as a result of a disaster.

GOAL 4: THE CONTINUITY OF LOCAL GOVERNMENT OPERATIONS WILL NOT BE SIGNIFICANTLY DISRUPTED BY DISASTERS

Objective 1: Buildings and facilities used for the routine operations of government will be retrofitted or relocated to withstand the impacts of disasters.

Objective 2: Community redevelopment plans will be prepared to guide decision-making and resource allocation by local government in the aftermath of a disaster.

Objective 3: Important local government records and documents will be protected from the impacts of disasters.

Objective 4: Plans and programs will be available to assist local government employees in retrofitting or relocating their homes to ensure their availability during a disaster.

Objective 5: Plans will be developed, and resources identified, to facilitate reestablishing local government operations after a disaster.

Objective 6: Redundant equipment, facilities, and/or supplies will be obtained to facilitate reestablishing local government operations after a disaster.

GOAL 5: THE THREAT OF DISASTERS TO THE HEALTH, SAFETY AND WELFARE OF THE COMMUNITY'S RESIDENTS AND VISITORS WILL BE MINIMIZED

Objective 1: Adequate systems for notifying the public at risk and providing emergency instruction during a disaster will be available in all identified hazard areas.

Objective 2: Effective structural measures will be developed to protect residential areas from the physical impacts of disasters.

Objective 3: Facilities in the community posing an extra health or safety risk when damaged or disrupted will be made less vulnerable to the impacts of a disaster.

Objective 4: Public and private medical and health care facilities in the community will be retrofitted or relocated to withstand the impacts of disasters.

Objective 5: Residential structures will be removed or relocated from defined hazard areas.

Objective 6: Residential structures will be retrofitted to withstand the physical impacts of disasters.

Objective 7: Safety devices on transportation networks will not fail because of a disaster.

Objective 8: Structures, facilities and systems serving visitors to the community will be prepared to meet their immediate health and safety needs.

Objective 9: There will be adequate resources, equipment and supplies to meet victims' health and safety needs after a disaster.

GOAL 6: THE POLICIES AND REGULATIONS OF LOCAL GOVERNMENT WILL SUPPORT EFFECTIVE HAZARD MITIGATION PROGRAMMING THROUGHOUT THE COMMUNITY

Objective 1: All reconstruction or rehabilitation of local government facilities will incorporate techniques to minimize the physical or operational vulnerability to disasters.

Objective 2: Land use policies, plans and regulations will discourage or prohibit inappropriate location of structures or infrastructure components in areas of higher risk.

Objective 3: Local government will ensure that hazard mitigation needs and programs are given appropriate emphasis in resource allocation and decision-making.

Objective 4: Local governments will establish and enforce building and land development codes that are effective in addressing the hazards threatening the community.

Objective 5: Local governments will protect high hazard natural areas from new or continuing development.

Objective 6: Local jurisdictions will participate fully in the National Flood Insurance Program and the associated Community Rating System.

Objective 7: New local government facilities will be located outside of hazard areas and/or will be designed to not be vulnerable to the impacts of such hazards.

Objective 8: Reconstruction and rehabilitation of structures and utilities in the community will incorporate appropriate hazard mitigation techniques.

Objective 9: Regulations will be established and enforced to ensure that public and private property maintenance is consistent with minimizing vulnerabilities to disaster.

GOAL 7: RESIDENTS OF THE COMMUNITY WILL HAVE HOMES, INSTITUTIONS AND PLACES OF EMPLOYMENT THAT ARE LESS VULNERABLE TO DISASTERS

Objective 1: Economic incentive programs for the general public, businesses and industry to implement structural and non-structural mitigation measures will be established.

Objective 2: Local government will support key employers in the community in the implementation of mitigation measures for their facilities and systems.

Objective 3: Programs for removal, relocation or retrofitting of vulnerable structures and utilities in hazard areas will be established and implemented.

Objective 4: The vulnerability to disasters of schools, libraries, museums, and other institutions important to the daily lives of the community will be minimized.

GOAL 8: THE ECONOMIC VITALITY OF THE COMMUNITY WILL BE ENHANCED BY THE MITIGATION STRATEGY, PRE- AND POST-DISASTER RECOVERY PLANNING

Objective 1: Components of the infrastructure needed by the community's businesses and industries will be protected from the impacts of disaster.

Objective 2: Local government emergency response and disaster recovery plans will appropriately consider the needs of key employers in the community.

Objective 3: Local government will encourage community businesses and industries to make their facilities and operations disaster resistant.

Objective 4: Local government will establish programs, facilities and resources to support business resumption activities by impacted local businesses and industry.

Objective 5: Local government will implement programs to address public perceptions of community condition and functioning in the aftermath of a disaster.

Objective 6: Local government will strive to diversify the employment base of the community.

GOAL 9: THE AVAILABILITY AND FUNCTIONING OF THE COMMUNITY'S INFRASTRUCTURE WILL BE MINIMALLY DISRUPTED BY A DISASTER

Objective 1: Local governments will encourage hazard mitigation programming by private sector organizations owning or operating key community utilities.

Objective 2: Routine maintenance of the community's infrastructure will be done to minimize the potential for system failure because of or during a disaster.

Objective 3: Sources of energy normally used by the community will not be unwarrantedly vulnerable to the impacts of a disaster.

Objective 4: The telecommunications systems and facilities serving the community will not be unwarrantedly vulnerable to the impacts of a disaster.

Objective 5: Transportation facilities and systems serving the community will be constructed and/or retrofitted to minimize the potential for disruption during a disaster.

Objective 6: Water and sewer services in the community will not fail because of a disaster.

GOAL 10: MEMBERS OF THE COMMUNITY WILL UNDERSTAND THE HAZARDS THREATENING LOCAL AREAS AND THE TECHNIQUES TO MINIMIZE VULNERABILITY TO THOSE HAZARDS

Objective 1: All interested individuals will be encouraged to participate in hazard mitigation planning and training activities.

Objective 2: Education programs in risk communication and hazard mitigation will be established and implemented.

Objective 3: Managers of public facilities will be knowledgeable in hazard mitigation techniques and the components of the community's mitigation plan.

Objective 4: Technical training in mitigation planning and programming will be given to appropriate local government employees.

Objective 5: The owners and operators of businesses and industries in the community will be knowledgeable in appropriate hazard mitigation techniques.

Objective 6: The public living or working in defined hazard areas will be aware of that fact, understand their vulnerability and know appropriate mitigation techniques

Objective 7: The public will have facilitated access to information needed to understand their vulnerability to disasters and effective mitigation techniques

8.3 IDENTIFICATION AND ANALYSIS OF MITIGATION TECHNIQUES

44 CFR Requirement

44 CFR Part 201.6(c)(3)(ii):
The mitigation strategy shall include a section that identifies and analyzes a comprehensive range of specific mitigation actions and projects being considered to reduce the effect of each hazard, with particular emphasis on new and existing buildings and infrastructure.

In formulating the local Mitigation Strategy for Volusia County, a wide range of activities were considered in order to help achieve the established mitigation goals in addition to addressing any specific and targeted hazard concerns. These activities were discussed by the LMS Working Group at meetings held over the course of plan development. In general, all activities considered by the LMS Working Group can be classified under one of the following six (6) broad categories of mitigation techniques.

1. Prevention
Preventative measures are intended to keep hazard problems from getting worse, and are typically administered through government programs or regulatory actions that influence the way land is developed and buildings are built. They are particularly effective in reducing a community's future vulnerability, especially in areas where development has not occurred or capital improvements have not been substantial. Examples of preventative activities include:

- Planning and zoning
- Building codes
- Open space preservation
- Floodplain regulations
- Stormwater management regulations
- Drainage system maintenance

- Capital improvements programming
- Riverine / fault zone setbacks

2. Property Protection

Property protection measures involve the modification of existing buildings and structures to help them better withstand the forces of a hazard, or removal of the structures from hazardous locations. Examples include:

- Acquisition
- Relocation
- Building elevation
- Critical facilities protection
- Retrofitting (e.g., windproofing, floodproofing, seismic design techniques, etc.)
- Safe rooms, shutters, shatter-resistant glass
- Insurance

3. Natural Resource Protection

Natural resource protection activities reduce the impact of natural hazards by preserving or restoring natural areas and their protective functions. Such areas include floodplains, wetlands, steep slopes and sand dunes. Parks, recreation or conservation agencies and organizations often implement these protective measures. Examples include:

- Floodplain protection
- Watershed management
- Riparian buffers
- Forest and vegetation management (e.g., fire resistant landscaping, fuel breaks, etc.)
- Erosion and sediment control
- Wetland preservation and restoration
- Habitat preservation
- Slope stabilization

4. Structural Projects

Structural mitigation projects are intended to lessen the impact of a hazard by modifying the environmental natural progression of the hazard event through construction. They are usually designed by engineers and managed or maintained by public works staff. Examples include:

- Reservoirs
- Dams / levees / dikes / floodwalls
- Diversions / detention / retention
- Channel modification
- Storm sewers

5. Emergency Services

Although not typically considered a “mitigation” technique, emergency service measures do minimize the impact of a hazard event on people and property. These commonly are actions taken immediately prior to, during, or in response to a hazard event. Examples include:

- Warning systems
- Evacuation planning and management
- Emergency response training and exercises
- Sandbagging for flood protection
- Installing temporary shutters for wind protection

6. Public Education and Awareness
Public education and awareness activities are used to advise residents, elected officials, business owners, potential property buyers, and visitors about hazards, hazardous areas, and mitigation techniques they can use to protect themselves and their property. Examples of measures to educate and inform the public include:

- Outreach projects
- Speaker series / demonstration events
- Hazard map information
- Real estate disclosure
- Library materials
- School children educational programs
- Hazard expositions

8.4 SELECTION OF MITIGATION TECHNIQUES FOR VOLUSIA COUNTY

In order to determine the most appropriate mitigation techniques for Volusia County, the LMS Working Group thoroughly reviewed and considered the findings of the *Capability Assessment* and *Risk Assessment*. Other considerations included each individual mitigation action's effect on overall risk to life and property, health and safety, the environment, plan consistency, its ease of implementation and general cost-effectiveness, and funding availability (if necessary).

FEMA guidance for meeting the planning requirements of the Disaster Mitigation Act of 2000 specifies that local governments should prioritize their mitigation actions based on the level of risk a hazard poses to life and property. In response to this requirement, the LMS Working Group used and completed a Mitigation Techniques Matrix (**Table 8.3**) to make certain they addressed, at a minimum, those hazards posing the greatest threat.

TABLE 8.3: Mitigation Techniques Matrix for Volusia County

MITIGATION TECHNIQUE	HIGH RISK HAZARDS			
	FLOOD	HURRICANE AND TROPICAL STORM	STORM SURGE	TORNADO
Prevention	✓	✓	✓	✓
Property Protection	✓	✓	✓	✓
Natural Resource Protection	✓	✓	✓	
Structural Projects	✓	✓	✓	✓
Emergency Services	✓	✓	✓	✓
Public Education & Awareness	✓	✓	✓	✓

The Mitigation Techniques Matrix provides the LMS Working Group with the opportunity to cross-reference each of the priority high risk hazards (as determined by through the *Risk Assessment)* with the aforementioned comprehensive range available mitigation techniques, including prevention; property protection; natural resource protection; structural projects; emergency services; and public education and awareness. However, it is important to note that Volusia County's Mitigation Action Plan includes an array of actions targeting multiple hazards, and is not necessarily limited to only those classified as high risk.

8.5 MITIGATION SUCCESS STORIES

Completed mitigation projects in any community represent a proactive approach to reducing vulnerability. It can often be difficult to convince a community to use funds for an imminent disaster when no danger is present and local, state, and federal funding sources pose a competitive application process. However, the payoff for these proactive actions can be immense. Mitigation helps to avert loss of life and injury, reduce damage to public and private property, lessen expenditure of resources and exposure to risk for first responders, reduce costs of disaster response and recovery, accelerate recovery of communities and businesses affected by disasters, and enhance community resiliency[1]. Many of the

[1] "Recommendations for an Effective National Mitigation Effort." National Emergency Management Association (NEMA), 2009.

jurisdictions in Volusia County have completed mitigation projects that reduced vulnerability. A total of 50 facility hardening projects, 39 flood protection projects, 20 storm water and drainage projects and 27 generator projects have been completed as part of this process (a total of 136 projects). Other specific mitigation project and initiative examples are profiled below, by jurisdiction.

Daytona Beach

The City of Daytona Beach City Hall is a critical facility that houses many of the City's emergency response personnel. It is a central point of information for its residents and a place where many critical decisions are made. The City received HMGP funds after the 2004 hurricanes and those grant funds were used to install hurricane resistant impact glass through the entire facility. This critical facility won't need to be evacuated for minor hurricanes and the contents now have protection against wind events.

The City used HMGP funds from the 2004 hurricanes to retrofit all the doors and windows at the Public Works complex which is also a critical facility. This facility was hardened and upgraded with impact glass and hurricane rated doors. This facility is the main location for the Public Works response personnel handling road repairs, signs, vehicle maintenance, debris removal, garbage pick up, etc.

DeBary

West Side Emergency Flood Management System ($8.5 million project cost): After the 2004 hurricanes (Charley, Frances and Jeanne) caused massive structural flooding throughout the City primarily due to overtopping of landlocked lakes, the City of DeBary's West Side Emergency Flood Management System project was implemented in an effort to further reduce the hydraulic load on the existing central and east side flood control systems. With 75% federal funding provided by FEMA via the Hazard Mitigation Grant Program, combined with additional funding provided by FDOT and the City of DeBary, construction of the first 6 phases of the west side system was completed in 2010, including permanent pump stations installed at Lake Susan, the DeBary Golf and Country Club (DGCC) entrance pond and Quail Lake, with approximately 0.6 miles of 18-inch diameter force main installed between Lake Susan and the DGCC entrance pond and approximately 4.6 miles of 36-inch diameter force main installed between the DGCC entrance pond and the City's Regional Stormwater Storage Facility (RSSF). A former borrow pit located immediately east of Konomac Lake and the railroad was acquired to serve as the City's RSSF and accept the discharge from the west side system service area that encompasses approximately 1,151 acres.

Lakeside Gravity Outfall System ($650K project cost): After receiving over 20-inches of rainfall during Tropical Storm Fay in August 2008, seventeen (17) mobile homes, a community center, and twenty-two (22) duplex homes experienced significant flooding which impacted a total of 61 homeowners. With FEMA assistance via the Hazard Mitigation Grant Program, several overflow systems were constructed to serve the Lakeside community within the DeBary Golf and Country Club, Kings Lake, Kings Lake wetland and within the Terra Alta manufactured home community. This project included construction of an emergency pump connection, stormwater force main, concrete overflow weirs, drainage inlets, storm pipes, flow control devices (sluice gates), and a groundwater seepage control system (drainage inlets, underdrain pipe and rock media) as well as the modification of existing water control structures, as necessary. Stormwater runoff from this project was designed to discharge into an existing stormwater pond where the West Side Emergency Flood Management System will ultimately pump the water to the City's Regional Stormwater Storage Facility.

9-Home Buy-Out Project ($2.1 million project cost): After Tropical Storm Fay down poured over 20-inches of rainfall in southwest Volusia County in August 2008, nine (9) structures within the City of DeBary that had experienced significant structural flooding were targeted for acquisition and demolition. The City of DeBary was able to implement this project with FEMA's financial assistance via the Flood Mitigation Assistance grant program. Parcels where flood-impacted home structures once existed were converted into open space and will remain in that state in perpetuity.

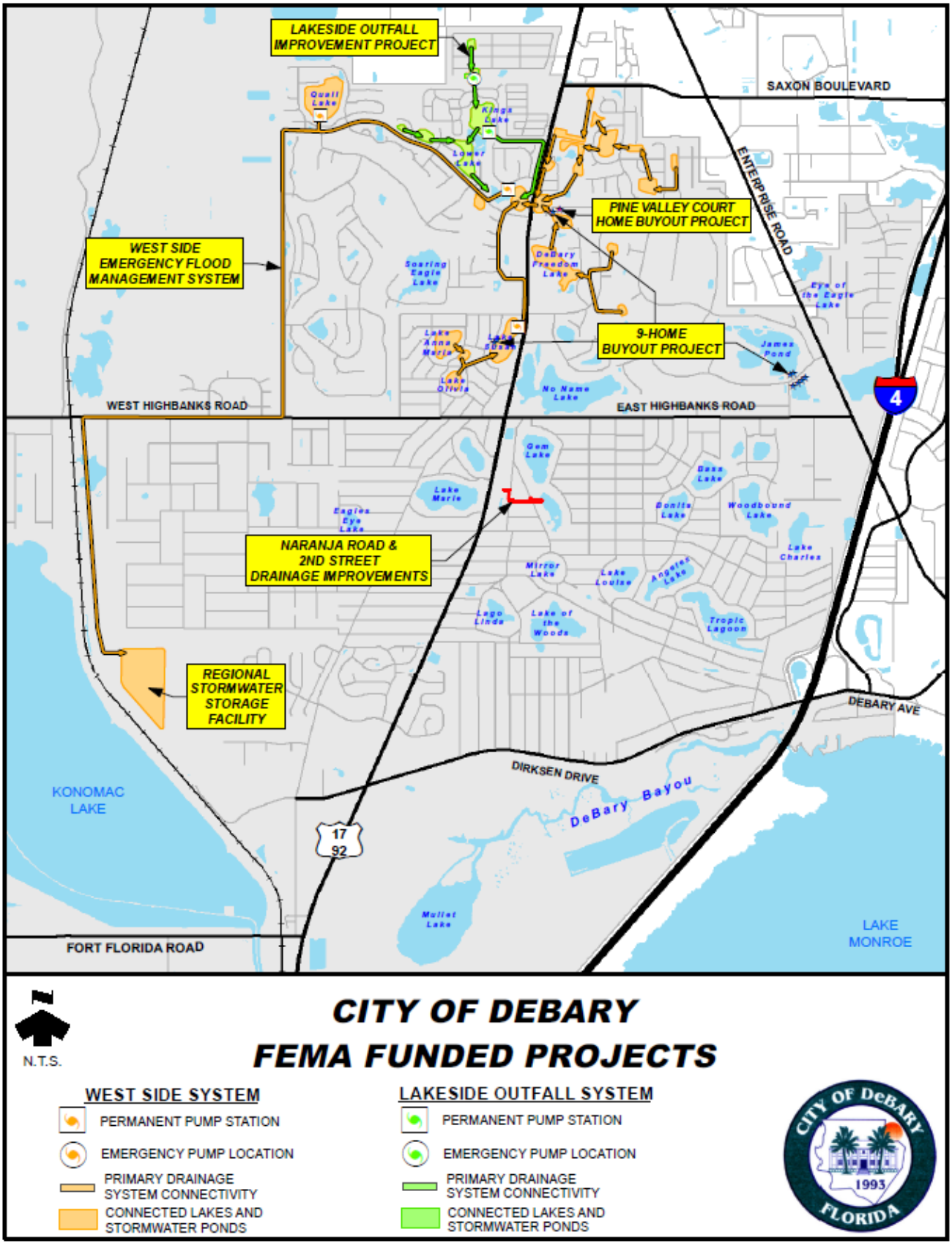
Pine Valley Court Home Buy-Out Project ($250K project cost): This property experienced considerable structural flooding after severe storm events that prompted the City of DeBary to purchase the affected property in 2009 and demolish it soon thereafter while keeping the parcel as open space in perpetuity. This project was possible due to FEMA's financial contribution via the Flood Mitigation Assistance Program.

Naranja Road and 2nd Street Drainage Improvements ($225K project cost): The 2004 hurricanes (Charley, Frances and Jeanne), Tropical Storm Fay in August 2008 and the Gulf Gale storm in May 2009 caused significant flooding in the vicinity of Naranja Road, 2nd Street and Alicante Road. The homes located at 46 and 48 Naranja Road experienced substantial flood damage, and the structure foundation and concrete slab of the home at 49 Alicante Road experienced substantial erosion and undermining as well as the rear deck of 53 Alicante Road. FEMA funding was secured via a Hazard Mitigation Grant Program grant application for the construction of a new drainage system including an overflow structure for the depressional area near 46 and 48 Naranja Road connected to storm pipes and structures along Naranja Road, 2nd Street and Alicante Road. The system was designed to discharge to Half Moon Lake in the vicinity of 49 and 53 Alicante Road. DeBary's mitigation projects are pictured on the next page of this report.

Regional Success Stories

Jurisdictions in Volusia County took part in a number of cross-jurisdictional projects that aimed to improve resiliency in the County. One example is the East Central Florida Resiliency Action Plan, which was developed by the East Central Florida Regional Planning Council with direction and collaboration from all jurisdictions in Volusia and Brevard counties. This plan developed best practices for hazard mitigation (including maintenance of the Mitigation Plan), provided clear data to cities on multiple hazards, such as sea level rise, and developed mock timeframes for cities to potentially follow in order to improve their mitigation efforts and overall resiliency. DeLand, Deltona, Orange City, New Smyrna Beach, the River to Sea TPO, Oak Hill and Lake Helen have adopted this plan. Following the adoption of the Regional Resiliency Action Plan, the East Central Florida Regional Resiliency Collaborative was established to increase resiliency and sustainability in the east central Florida Region. The cities of DeLand, Deltona, Lake Helen, New Smyrna Beach, Oak Hill, Orange City, Ormond Beach and Ponce Inlet have become partners of the collaborative.

Finally, in 2019 and 2020, all jurisdictions in the county took part in a project with the Florida Department of Environmental Protection and the East Central Florida Regional Planning Council to assess risk to critical facilities and projects included in the Mitigation Plan to sea level rise, storm surge, and the combined effects of storm surge and sea level rise. On February 7th, 2020, from 1:00 PM to 4:30 PM, all cities in the county got together for a workshop to view their mitigation projects and critical facilities alongside these hazard zones. Vulnerabilities were discussed, as was the LMS priority project ranking system. A full plan will be completed in April with input from cities incorporated.


LAKESIDE OUTFALL IMPROVEMENT PROJECT
SAXON BOULEVARD
ENTERPRISE ROAD
PINE VALLEY COURT HOME BUYOUT PROJECT
WEST SIDE EMERGENCY FLOOD MANAGEMENT SYSTEM
9-HOME BUYOUT PROJECT
WEST HIGHBANKS ROAD
EAST HIGHBANKS ROAD
NARANJA ROAD & 2ND STREET DRAINAGE IMPROVEMENTS
REGIONAL STORMWATER STORAGE FACILITY
DEBARY AVE
DIRKSEN DRIVE
DeBary Bayou
KONOMAC LAKE
LAKE MONROE
FORT FLORIDA ROAD
17
92
4
N.T.S.
CITY OF DEBARY
FEMA FUNDED PROJECTS
WEST SIDE SYSTEM
PERMANENT PUMP STATION
EMERGENCY PUMP LOCATION
PRIMARY DRAINAGE SYSTEM CONNECTIVITY
CONNECTED LAKES AND STORMWATER PONDS
LAKESIDE OUTFALL SYSTEM
PERMANENT PUMP STATION
EMERGENCY PUMP LOCATION
PRIMARY DRAINAGE SYSTEM CONNECTIVITY
CONNECTED LAKES AND STORMWATER PONDS
CITY OF DeBARY
1993
FLORIDA

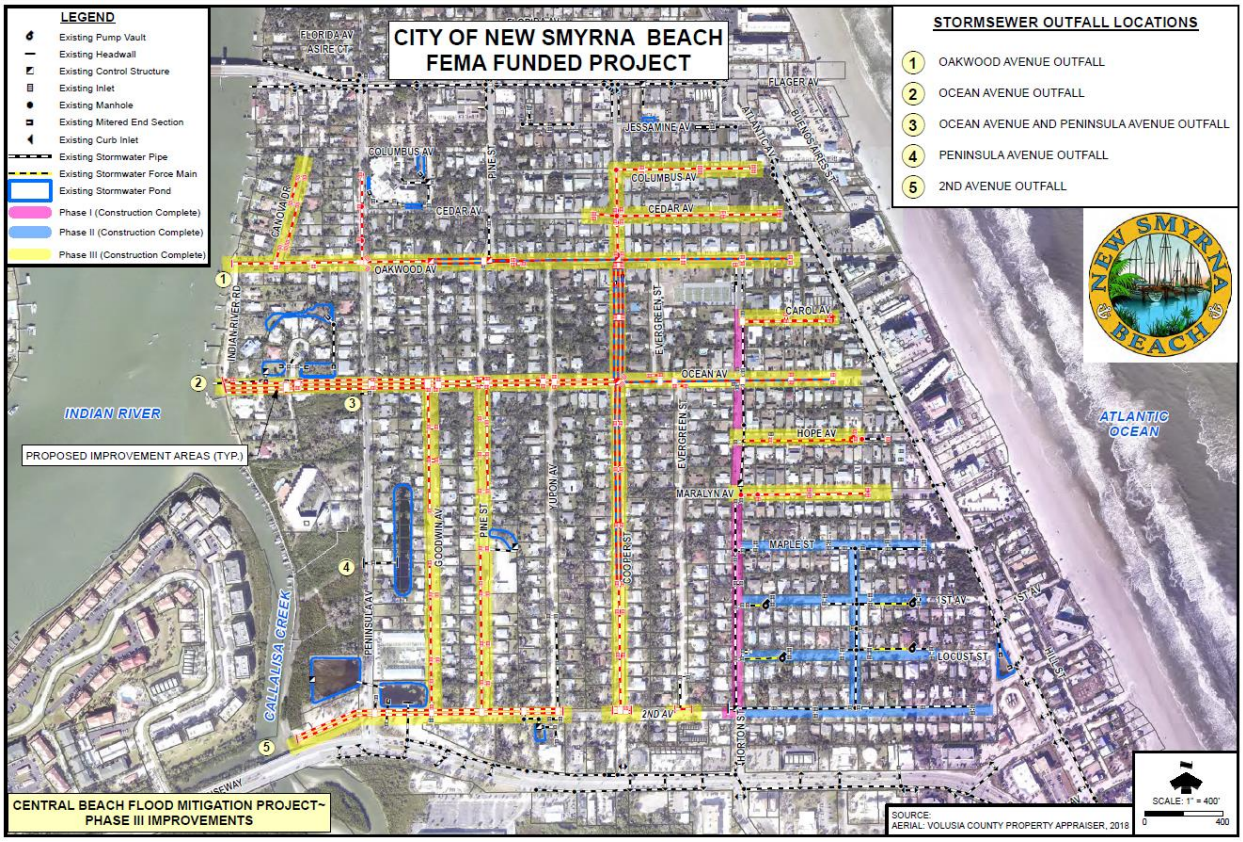
Edgewater

The City of Edgewater has demonstrated a proactive operation by embarking on mitigation projects using city and grant funds to prevent further damage or loss of public and private properties.

- The City purchased a repetitive loss home on West Pine Bluff, demolished it and constructed a retention pond to eliminate flooding in the neighborhood.
- City owned facilities were improved to be more storm resistant using city and grant funds.
- Stormwater pipe was lined in the Wildwood Subdivision to prevent the continual flooding using city funds.
- The Environmental Services Department Stormwater Division provides continual maintenance to all canals, swales, and retention points to eliminate problems with the stormwater system throughout the city.
- Seagrass was planted along the riverbank at Kennedy Park to eliminate erosion of shoreline.

New Smyrna Beach

Central Beach Flood Mitigation Improvements ($5.0 million project cost): During November of 2001, the Central Beach area experienced significant structural and roadway flooding due to several factors ranging from approximately 9.5-inches of rainfall and high tides to reduction in flood storage and increased impervious area due to in-fill development over the years. Phases I and II were constructed by 2004 and in 2005 the City implemented Phase III with financial assistance from FEMA via the Flood Mitigation Assistance Program. Specifically, the proposed Phase III stormwater conveyance improvements included upgrades to the existing stormwater management systems and construction of new storm sewer systems to provide adequate flood protection for the residences within the Central Beach 206-acre watershed. The improvements are located within the rights-of-way of the following twelve (12) roads: Columbus Avenue, Cedar Avenue, Oakwood Avenue, Carol Avenue, Ocean Avenue, Hope Avenue, Maralyn Avenue, Canova Drive, Goodwin Avenue, South Pine Street, Cooper Street, and 2nd Avenue. In addition to the conveyance system upgrades (storm sewer pipes, drainage inlets, and pumps), exfiltration systems were implemented within segments of the Cooper Street, Oakwood Avenue and Ocean Avenue rights-of-way in order to provide a water quality benefit to the Indian River.



Since the implementation and completion of this multi-faceted project, no homeowners have reported flooding to their properties in the Laurel Creek Basin mitigated area

Ormond Beach

During the period of May 17-24, 2009, the City of Ormond Beach experienced a storm event that resulted in many areas of the City receiving approximately 27 inches of rainfall. There was significant flooding of homes and streets primarily in the Laurel Creek drainage basin area. In June 2009, the City Commission authorized a stormwater study to be performed by its stormwater consultant to determine what improvements could be made to prevent future flooding incidences from occurring. The Study recommended a two-phase approach and the City using primarily HMGP funding completed: Phase 1: the interconnection of the Central Park lakes 1-5 to Laurel Creek, reconstruction of Hand Avenue, installation of a new drainage system to reduce flooding frequency; and Phase 2: implementation of a system to drawdown more rapidly during extreme events using a pump station with an associated treatment pond and force main to the Halifax River. Also, Continuous Monitoring and Adaptive Control (CMAC) Technology was installed to control the lake levels.

South Daytona

After Tropical Strom Gordon, the City of South Daytona set an aggressive course to eliminate the flooding of homes. To achieve this, South Daytona increased stormwater utility fees to fund many of the needed improvements to protect residents and their homes and made major changes to the building standards. While the system is not perfect, the number of homes with storm water damage in the most recent storm dropped from 300 homes during Gordon to 16. This reflects an 80 percent reduction in homes flooded.

8.6 PLAN UPDATE REQUIREMENT

Because of FEMA requirements for plan updates, the Mitigation Action Plan was reviewed by each agency responsible identified for implementing the action. For each action, an update on the implementation status (completed, deleted, or deferred) was provided and milestones achieved or impediments to implementation of the actions were identified. These updates have been provided in Section 9: *Mitigation Action Plan*.

SECTION 9 – MITIGATION ACTION PLAN

44 CFR Requirement

44 CFR Part 201.6(c)(3)(iii): The mitigation strategy shall include an action plan describing how the actions identified in paragraph (c)(2)(ii) of this section will be prioritized, implemented, and administered by the local jurisdiction.

This section includes the listing of the mitigation actions proposed by Volusia County and its participating jurisdictions and partners. It has been designed to achieve the mitigation goals and objectives established in Section 8: Mitigation Strategy, and will be maintained on a regular basis according to the plan maintenance procedures established in Section 10: Plan Maintenance Procedures.

As described in the previous section, the Mitigation Action Plan, or MAP, represents an unambiguous and functional plan for action. Each proposed mitigation action has been identified as an effective measure (policy or project) to reduce hazard vulnerability for Volusia County.

Most importantly, implementation mechanisms are provided for each action, including the designation of a lead agency or department responsible for implementing the action. Specific information regarding project cost and timeframe for its completion are on file with Volusia County Emergency Management. These implementation mechanisms ensure that Volusia County Local Mitigation Strategy remains a functional document that can be monitored for progress over time.

The LMS "Volusia Prepares" working group did not alter the priority ranking system since the 2015 plan update. Future consideration will be given to the potential impacts of sea level rise and storm surge, but those amendments have not been finalized. Initial conversation on updating the priority ranking system occurred on February 9th, 2020 at the FDEP Volusia County Project Meeting (previously referred to in this report).

Table 9.1 describes the key elements of the Mitigation Action Plan.

SECTION 9: MITIGATION ACTION PLAN

Table 9.1: Key Elements of the Mitigation Action Plan

Priority	Indicates whether the action is a "low" priority, "moderate" priority or "high" priority based on the established prioritization criteria: Low = <10; Moderate = 11-24; High = 25+
Jurisdiction	Identifies the geographic location where the initiative is located.
Responsible Organization	Identifies the local agency, department or organization that is best suited to implement the proposed action, project or initiative.
Hazard(s)	Lists the hazard(s) the proposed action is designed to mitigate against.
Mitigation Technique Category	Indicates the mitigation technique that the proposed action is designed to help achieve. Categories include: E = Emergency Services; P = Prevention; PE = Public Education; PP = Property Protection; S = Structural
Initiative	Identifies a specific action that, if accomplished, will reduce vulnerability and risk in the impact area. Actions may be in the form of local policies (i.e., regulatory or incentive-based measures), programs or structural mitigation projects and should be consistent with any pre-identified mitigation goals and objectives. An identification number is provided. The county has additional information on file for each initiative (e.g., location, damage history, specific mitigation measure, estimated cost, etc.)
Funding	If applicable, indicates how the cost to complete the action will be funded. For example, funds may be provided from existing operating budgets or general funds, a previously established contingency fund, a cost-sharing federal or state grant program, etc. The default funding source for initiatives within this listing is the Hazard Mitigation Grant Program (HMGP). Outside of the HMGP, funding sources for these projects are typically determined on the local level for "proactive" projects that do not need a disaster declaration to be funded. However, most of the projects on this listing do not have a set funding source, which defaults the project to HMGP. If identified, specific funding sources will be attributed to initiatives.
Approved by LMS Working Group	Identifies the date when the initiative was approved by the LMS Working Group
Completion Date	Indicates when the action was completed. Remember that some actions will require only a minimal amount of time, while others may require a long-term or continuous effort. Projects are "deferred" or "terminated" from list listing at the discretion of the jurisdiction that is implementing those changes. When initiatives are deferred or deleted on the jurisdictional level, countywide representatives are notified via the LMS Working Group (or Volusia Prepares) and the countywide initiative listing is updated at that time.
Status	The status indicators for each initiative is as follows: • C = Completed • D = Deferred ****See notes under "Completion Date" above**** • N = New • T = Terminated ****See notes under "Completion Date" above**** • U = Updated • A = Active/Open

SECTION 9: MITIGATION ACTION PLAN

Each mitigation initiative has been scored by the responsible jurisdiction. The scoring system is included in Section 8: Mitigation Strategy (Table 8.1).

Prioritizing the proposed mitigation actions was based on the following 11 factors:

- Population Benefited
- Health and Safety Considerations
- Environmental Impact
- Consistency with Other Plans and Programs
- Reduces Risk of Future Property Damage
- Supports Essential or Critical Services
- Probability of Receiving Funding for Implementation
- Feasibility of Implementation
- Community Rating System
- Repetitive Loss Mitigation
- Benefit Cost Ratio (to be conducted prior to submitting a project for grant consideration)

Each mitigation initiative was scored on 10 of these 11 factors. The jurisdictions have not run an official benefit cost analysis (BCA) for the initiatives at this time. The jurisdictions did include a general BCA in the mitigation initiative application that was submitted to Volusia County Emergency Management. However, the BCA will be run for the initiatives following a disaster to factor in all known damage costs.

The mitigation initiatives are not listed in exact priority order, though each has been assigned a priority level of “low”, “moderate”, or “high”. Once the BCA is run, a numerical priority will be assigned.

All mitigation initiatives included in the Action Plan that propose to reduce flood hazard vulnerability advance the intent of the National Flood Insurance Program (NFIP), as they will meet the current local floodplain regulations adopted by the jurisdictions as required by the NFIP. Two of the scoring factors used to determine the priority of the actions specifically address the intent of the NFIP and the Community Rating System (CRS). These two factors consider whether the initiative supports elements of the CRS and reduces repetitive flood losses.

Volusia County is highly committed to reducing flood losses in support of the NFIP, and has predominantly used local funding to implement these projects. Examples of these initiatives include: acquiring and relocating repetitive loss structures, relocating critical facilities from the 100-year floodplain, floodproofing equipment at water treatment plants, performing drainage improvement projects and creating new topographic maps based on newly collected Light Detection and Ranging (LiDAR) data. Approximately half of open disaster mitigation initiatives half support flood hazard vulnerability reduction.

The open mitigation initiatives are listed in the Action Plan in **Table 9.2**. If a mitigation initiative does not have a status indicator, it is considered “open”. A live listing of mitigation projects can be found via the online link in Appendix F.

In 2019, the East Central Florida Regional Planning Council and Volusia County Emergency Management mapped the locations of all mitigation projects, by type, as part of a project with the Florida Department of Environmental Protection. These maps are available upon request.

Table 9.2: Mitigation Action Plan: Open Mitigation Initiatives by Jurisdiction (as of 10/21/2019)

Status: *C = Current*
Category: *P = Prevention; PP = Property Protection; S = Structural; ES = Emergency Services; PE = Education*

Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Approved by LMS Working Group	Original Anticipated Completion	Status
	Ormond Beach	City Engineer	Flood	S	VOL-0452 Flooding control pump on Fleming Ave., which will discharge into the Halifax River.	HMGP	3/30/2015	1/1/2016	C
	South Daytona	Community Development	Flood	P	VOL-0453 Purchase a vacant parcel of land and install a stormwater retention pond to help recent flooding.	HMGP	10/13/2015	1/1/2016	C
	Holly Hill	Public Works	Multi	PP	VOL-0457 Hurricane Shutters and City Hall Annex	HMGP	9/11/2013	1/1/2016	C
	Deltona	Public Works	Flood		VOL-0460 Exmore Avenue Stormwater Improvements	HMGP FMA	6/13/2014	1/1/2016	C
	Deltona	Public Works	Flood		VOL-0461 Lamplighter Section Line Stormwater Improvements	HMGP FMA	6/14/2014	1/1/2016	C
	Deltona	Public Works	Flood		VOL-0463 Montebello Avenue Stormwater Improvements	HMGP FMA	6/16/2014	1/1/2016	C
	Deltona	Public Works	Flood		VOL-0464 Picasso Avenue Stormwater Improvements	HMGP FMA	6/17/2014	1/1/2016	C
	Deltona	Public Works	Flood		VOL-0465 Tune Avenue Stormwater Improvements	HMGP FMA	6/18/2014	1/1/2016	C
	Deltona	Public Works	Flood		VOL-0466 Zinnia Avenue Stormwater Improvements	HMGP FMA	6/19/2014	1/1/2016	C

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Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Approved by LMS Working Group	Original Anticipated Completion	Status
	New Smyrna Beach	Fire	Flood		VOL-0467 Isleboro subdivision storm water management	HMGP	3/11/2015	1/1/2016	C
	Ormond Beach	Engineering	Flood	P	VOL-0468 772 N Beach St convert property into a stormwater storage site to aid in the prevention of flooding.	FMA	8/14/2015	1/1/2016	C
	South Daytona	Public Works	Flood	P	VOL-0469 Construction of stormwater management system adjacent to City Hall. This will help emergency vehicles have more access to the road during minor storm events.	HMGP	8/14/2015	1/1/2016	C
33	Ormond Beach	Public Works	Flood	PP P	VOL-0472 Wilmette Avenue Stormwater Pump Station - install permanent pump station Laurel Creek	HMGP	12/14/2016	Jan-21	C
33	Ormond Beach	Public Works	All Hazard	PP ES	VOL-0473 Ormond Beach Lift Station backup - purchase 4 pumps	HMGP	12/14/2016	Jan-21	C
21	Holly Hill	Public Works	Flood	PP	VOL-0474 Cordova Drainage Basin Improvements Phase I	HMGP	12/14/2016	Jan-21	C
40	FL Hospital	EM Coordinator	All Hazard	PP ES	VOL-0475 Emergency power upgrade for hospital critical infrastructure sustainability during power outages at FL Hospital Memorial Medical Center	HMGP	12/14/2016	Jan-21	C
40	FL Hospital	EM Coordinator	All Hazard	ES	VOL-0476 Emergency power upgrade for hospital critical infrastructure sustainability during power outages at FL Hospital Oceanside	HMGP	12/14/2016	Jan-21	C

Table 9.2: Mitigation Action Plan: Open Mitigation Initiatives by Jurisdiction (as of 10/21/2019)

Status: *C = Current*
Category: *P = Prevention; PP = Property Protection; S = Structural; ES = Emergency Services; PE = Education*

Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Approved by LMS Working Group	Original Anticipated Completion	Status
23	FL Hospital NSB	EM Coordinator	Wind	P PP S ES	VOL-0477 The entire hospital roof replacement to bring it up to Miami Dade Wind Code	HMGP	12/14/2016	Jan-21	C
23	FL Hospital NSB	EM Coordinator	Wind	P PP S ES	VOL-0478 Building sealing and wet glazing windows (GP_2) to mitigate the loss of any future hospital services and bring facility to Miami Dade Code	HMGP	12/14/2016	Jan-21	C
23	FL Hospital NSB	EM Coordinator	Wind	P PP S ES	VOL-0479 Electrical infrastructure for Chiller and Life Safety redundancy	HMGP	12/14/2016	Jan-21	C
38	Port Orange	Public Works	Flood	P PP S	VOL-0480 White Place and Riverside Drive drainage improvements	HMGP	12/14/2016	Jan-21	C
32	Port Orange	Public Works	Flood	P PP S	VOL-0481 Tumblebrook Drive (Sweetwater Hills) stormwater improvements (201409)	HMGP	12/14/2016	Jan-21	C
34	Port Orange	Public Works	Flood	P PP S	VOL-0482 Southwinds Stormwater Pond Outfall Retrofit (201441)	HMGP	12/14/2016	Jan-21	C
38	Port Orange	Public Works	Flood	P PP S	VOL-0483 Pipe replacement (201647) replace pipe with reinforced concrete pipe to improve stormwater conveyance to reduce potential for flooding	HMGP	12/14/2016	Jan-21	C
39	Port Orange	Public Works	Flood	P PP S	VOL-0484 Storm drain pipe lining (180202)	HMGP	12/14/2016	Jan-21	C

Table 9.2: Mitigation Action Plan: Open Mitigation Initiatives by Jurisdiction (as of 10/21/2019)

Status: *C = Current*
Category: *P = Prevention; PP = Property Protection; S = Structural; ES = Emergency Services; PE = Education*

Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Approved by LMS Working Group	Original Anticipated Completion	Status
24	Edgewater	Public Works	Flood Surge Wind	P PP S NS	VOL-485 - Generators for City of Edgewater lift stations (4)	HMGP	12/14/2016	Jan-21	C
23	Edgewater	Public Works	All Hazard	NS ES	VOL-0486 Portable Generators - Traffic Signals (7)	HMGP	12/14/2016	Jan-21	C
22	Edgewater	Public Works	All Hazard	NS ES	VOL-0487 - Edgewater Code House generator	HMGP	12/14/2016	Jan-21	C
22	Edgewater	Public Works	Wind	PP	VOL-0488 Impact windows for YMCA facility - critical facility for shelter	HMGP	12/14/2016	Jan-21	C
22	Edgewater	Public Works	Wind	PP	VOL-0489 - Impact windows for City of Edgewater Wastewater Administration Building	HMGP	12/14/2016	Jan-21	C
22	Edgewater	Public Works	Wind	PP	VOL-0490 - Impact windows for City of Edgewater Parks & Recreation Office Building	HMGP	12/14/2016	Jan-21	C
22	Edgewater	Public Works	Wind	PP	VOL-0491 - Impact windows City of Edgewater Fire Station #57	HMGP	12/14/2016	Jan-21	C
22	Edgewater	Public Works	Wind	PP	VOL-0492 Impact windows for City of Edgewater Fire Hall - houses emergency personnel during a disaster event	HMGP	12/14/2016	Jan-21	C
22	Edgewater	Public Works	Wind	PP	VOL-0493 Impact windows Code House - houses emergency personnel during a disaster event	HMGP	12/14/2016	Jan-21	C

Table 9.2: Mitigation Action Plan: Open Mitigation Initiatives by Jurisdiction (as of 10/21/2019)

Status: *C = Current*
Category: *P = Prevention; PP = Property Protection; S = Structural; ES = Emergency Services; PE = Education*

Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Approved by LMS Working Group	Original Anticipated Completion	Status
22	Edgewater	Public Works	Wind	PP	VOL-0494-Revised Harden Edgewater Wasterwater Treatment Plant 500 W. Ocean Avenue, Edgewater with safe harbor room	HMGP	12/14/2016	Jan-21	C
22	Edgewater	Public Works	Wind	PP	VOL-0495 Harden Edgewater Wasterwater Treatment Plant/EOC, 3315 SR 442, Edgewater with safe harbor room	HMGP	12/14/2016	Jan-21	C
21	Edgewater	Public Works	All Hazard	NS ES	VOL-0496 - Edgewater City Hall generator - purchase & installation	HMGP	12/14/2016	Jan-21	C
21	Edgewater	Public Works	All Hazard	NS ES	VOL-0497 - Water Treatment Plant/EOC Generator replacement	HMGP	12/14/2016	Jan-21	C
20	Edgewater	Public Works	Flood	P PP S NS	VOL-0498 - Acquire & demolish repetitive flood loss home at 405 Hart Avenue	HMGP FMA	12/14/2016	Jan-21	C
20	Edgewater	Public Works	Flood Surge Wind	P PP S	VOL-0499 - Menard May Park Erosion Project shoreline stabilization. Timber pier replacement, fishing pier lighting, & upland retaining wall.	HMGP	12/14/2016	Jan-21	C
33	Halifax Health	Halifax Health	All Hazard	P PP S NS ES	VOL-0500 - Data Center hardening @ Daytona Beach campus	HMGP	1/25/2017	Jan-21	C
34	Halifax Health	Halifax Health	All Hazard	P PP NS ES	VOL-0502 Replacement of 3 (1960 Diesel) Emergency power generators and transfer switches	HMGP	1/25/2017	Jan-21	C
34	Halifax Health	Halifax Health	All Hazard	P PP NS ES	VOL-0503 Emergency power for HVAC equipment at Port Orange Hospital facility	HMGP	1/25/2017	Jan-21	C

Table 9.2: Mitigation Action Plan: Open Mitigation Initiatives by Jurisdiction (as of 10/21/2019)

Status: *C = Current*
Category: *P = Prevention; PP = Property Protection; S = Structural; ES = Emergency Services; PE = Education*

Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Approved by LMS Working Group	Original Anticipated Completion	Status
21	Lake Helen	Lake Helen	All Hazard	PP NS	VOL-0504 City of Lake Helen Virginia Drive Sub-base stabilization and repaving.	HMGP	1/25/2017	Jan-21	C
24	Lake Helen	Lake Helen	Flood	NS	VOL-0505 City of Lake Helen Ohio stormwater culvert	HMGP	1/25/2017	Jan-21	C
27	Lake Helen	Lake Helen	Flood Wind	PP	VOL-0506 City of Lake Helen Police Dept/EOC flood and wind prevention by sealing for water and protecting doors & windows	HMGP	1/25/2017	Jan-21	C
33	Holly Hill	Holly Hill	Flood Surge	PP S	VOL-0507 Drainage improvements - installation of 29 duckbill valves along outfalls to Halifax River	HMGP	1/25/2017	Jan-21	C
31	Holly Hill	Holly Hill	Flood Surge	PP	VOL-0508 - Shutters for City Hall	HMGP	1/25/2017	Jan-21	C
34	Ormond Beach	Ormond Beach	All Hazard	ES	VOL-0509 Ormond Beach Emergency Operations Center - build Community Center that will be used as EOC in disaster	HMGP	1/25/2017	Jan-21	C
28	DeLand	DeLand	All Hazard	PP NS ES	VOL-0510 Standby generator power for Sanborn Center which is used for meal prep for 1st responders in disaster	HMGP	1/25/2017	Jan-21	C
33	South Daytona	South Daytona	All Hazard	ES	VOL-0511 permanent generator for the Piggotte Center - critical facility during disasters	HMGP	2/6/2017	Jan-21	C
38	Ormond Beach	Ormond Beach	Flood	P PP NS	VOL-0512 Fleming Avenue Stormwater improvements	HMGP	2/6/2017	Jan-21	C

Table 9.2: Mitigation Action Plan: Open Mitigation Initiatives by Jurisdiction (as of 10/21/2019)

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Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Approved by LMS Working Group	Original Anticipated Completion	Status
34	Holly Hill	Holly Hill	Wind	ES	VOL-0513 Hurricane rated bay doors at the Fire Station (4 bay doors)	HMGP	2/6/2017	Jan-21	C
32	Volusia County	Public Works	Flood	P PP S	VOL-0514 Rio Way Regional Retention Pond	HMGP	2/6/2017	Jan-21	C
35	Port Orange	Public Works	All Hazard	ES	VOL-0515 Backup generators for Fire Stations 71 and Fire Station 73	HMGP	2/6/2017	Jan-21	C
28	School Board	School Board	All Hazard	NS ES PE	VOL-0516 Provide emergency generators for 9 shelter locations	HMGP	2/6/2017	Jan-21	C
28	School Board	School Board	All Hazard	NS ES PE	VOL-0517 Upgrade 6 shelter locations - provide emergency generator connections and air quality improvements	HMGP	2/6/2017	Jan-21	C
28	School Board	School Board	All Hazard	NS ES PE	VOL-0518 Upgrade 3 shelter locations - provide emergency generators connections and air quality improvements	HMGP	2/6/2017	Jan-21	C
38	Port Orange	Public Works	Flood	P S PP	VOL-0519 Virginia and Monroe Street Drainage Improvement	HMGP	5/26/2017	Jan-21	C
20	Lake Helen	Lake Helen	Flood, Wind	ES	VOL-0520 City of Lake Helen Pre-Disaster Mitigation Proposal	HMGP	9/26/2017	Jan-21	C
39	Ormond Beach	Ormond Beach	Flood	P PP NS	VOL-0521 Woodrige Drive Drainage Improvements	HMGP	12/13/2017	Jan-21	C

Table 9.2: Mitigation Action Plan: Open Mitigation Initiatives by Jurisdiction (as of 10/21/2019)

Status: *C = Current*
Category: *P = Prevention; PP = Property Protection; S = Structural; ES = Emergency Services; PE = Education*

Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Approved by LMS Working Group	Original Anticipated Completion	Status
28	Volusia County	Emergency Management (VC)	All Hazard	P PP S	VOL-0522 1048 Shockney Drive Elevation & Retrofit	HMGP	12/13/2017	Jan-21	C
28	Volusia County	Emergency Management (VC)	All Hazard	P PP S	VOL-0523 1013 Shockney Drive Elevation & Retrofit	HMGP	12/13/2017	Jan-21	C
28	Volusia County	Emergency Management (VC)	All Hazard	P PP S	VOL-0524 988 Shockney Drive Elevation & Retrofit	HMGP	12/13/2017	Jan-21	C
28	Volusia County	Emergency Management (VC)	All Hazard	P PP S	VOL-0525 356 Seminole Drive Elevation & Retrofit	HMGP	12/13/2017	Jan-21	C
28	Volusia County	Emergency Management (VC)	All Hazard	P PP S	VOL-0526 Cherokee Road Elevation & Retrofit	HMGP	12/13/2017	Jan-21	C
28	Volusia County	Emergency Management (VC)	All Hazard	P PP S	VOL-0527190 Flamingo Drive Elevation & Retrofit	HMGP	12/13/2017	Jan-21	C
28	Volusia County	Emergency Management (VC)	All Hazard	P PP S	VOL-0528 241 Cherokee Road Elevation & Retrofit	HMGP	12/13/2017	Jan-21	C
28	Volusia County	Emergency Management (VC)	All Hazard	P PP S	VOL-0529 1052 Shockney Drive Elevation & Retrofit	HMGP	12/13/2017	Jan-21	C
29	Holly Hill	Public Works	Flood	P	VOL-0530 Drainage Improvements South Espanola Avenue	HMGP	12/13/2017	Jan-21	C

Table 9.2: Mitigation Action Plan: Open Mitigation Initiatives by Jurisdiction (as of 10/21/2019)

Status: *C = Current*
Category: *P = Prevention; PP = Property Protection; S = Structural; ES = Emergency Services; PE = Education*

Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Approved by LMS Working Group	Original Anticipated Completion	Status
25	Deltona	City of Deltona	All Hazard	PP S ES	VOL-0531 Hardening Critical Facilities in Deltona: Station 64	Retrofit Public/ Historic Structures	12/13/2017	Jan-21	C
25	Deltona	City of Deltona	All Hazard	PP S ES	VOL-0532 Hardening Critical Facilities in Deltona: Deltona Water	Retrofit Public/ Historic Structures	12/13/2017	Jan-21	C
25	Deltona	City of Deltona	All Hazard	PP S ES	VOL-0533 Hardening Critical Facilities in Deltona: Public Works	Retrofit Public/ Historic Structures	12/13/2017	Jan-21	C
37	Halifax Health	Halifax Health	Flood Surge Wind	P PP	VOL-0534 Hardening of Hospice Critical Care Site at Port Orange Beach Care Center 2nd Floor	HMGP	12/13/2017	Jan-21	C
37	Halifax Health	Halifax Health	Flood Surge Wind	P PP	VOL-0535 Hardening of Hospice Critical Care Site at Ormond Beach Care Center	HMGP	12/13/2017	Jan-21	C

Table 9.2: Mitigation Action Plan: Open Mitigation Initiatives by Jurisdiction (as of 10/21/2019)

Status: *C = Current*
Category: *P = Prevention; PP = Property Protection; S = Structural; ES = Emergency Services; PE = Education*

Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Approved by LMS Working Group	Original Anticipated Completion	Status
37	Halifax Health	Halifax Health	Flood Surge Wind	P PP	VOL-0536 Hardening of Hospice Critical Care Site at Southeast Volusia Care Center	HMGP	12/13/2017	Jan-21	C
37	Halifax Health	Halifax Health	Flood Surge Wind	P PP	VOL-0537 Hardening of Hospice Critical Care Site at West Volusia Care Center	HMGP	12/13/2017	Jan-21	C
24	Deltona	City of Deltona	Wind	P PP ES	VOL-0538 Retrofit roof of City Hall	HMGP	12/13/2017	Jan-21	C
26	Holly Hill	City of Holly Hill	Wind	P PP ES	VOL-0539 Hardening of Sica Hall Community Center- Special needs post disaster shelter	HMGP	12/13/2017	Jan-23	C
28	Ormond Beach	City of Ormond Beach	Flood	P PP S	VOL-0540 Elevate and retrofit flood damaged home- 520 W St. Ormond Beach, FL	HMGP	12/13/2017	Jan-23	C
32	Port Orange	City of Port Orange	Flood	P PP NS	VOL-0541 Howes Street drainage improvements	HMGP	4/16/2018	Jan-23	C
24	Edgewater	City of Edgewater	Flood Surge Wind	P PP S ES	VOL-0542 Improvement #1 to 50 lift stations in Edgewater	HMGP	4/16/2018	Jan-23	C
24	Edgewater	City of Edgewater	Flood Surge Wind	P PP S ES	VOL-0543 Improvement #2 to 50 lift stations in Edgewater	HMGP	4/16/2018	Jan-23	C
24	Edgewater	City of Edgewater	Flood Surge Wind	P PP S ES	VOL-0544 Improvement #3 to 50 lift stations in Edgewater	HMGP	4/16/2018	Jan-23	C

Table 9.2: Mitigation Action Plan: Open Mitigation Initiatives by Jurisdiction (as of 10/21/2019)

Status: *C = Current*
Category: *P = Prevention; PP = Property Protection; S = Structural; ES = Emergency Services; PE = Education*

Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Approved by LMS Working Group	Original Anticipated Completion	Status
29	Holly Hill	City of Holly Hill	Surge	P ES NS	VOL-0545 Generator for Sica Hall	HMGP	4/16/2018	Jan-23	C
34	Ormond Beach	City of Ormond Beach	Flood	P PP ES	VOL-0546 Strickland Creek flood protection	HMGP	4/16/2018	Jan-23	C
31	Ormond Beach	City of Ormond Beach	Flood	P PP	VOL-0547 Drainage improvements	HMGP	4/16/2018	Jan-23	C
33	Ormond Beach	City of Ormond Beach	Wind	P PP ES PE	VOL-0548 Hardening Critical Facilities in Ormond Beach: City Hall, Police Dept, Fleet Ops, Public Works, and Art Center	HMGP	4/16/2018	Jan-23	C
28	New Smyrna Beach	City of New Smyrna Beach	Flood	P PP S	VOL-0549 Elevation of flood- prone homes	HMGP	4/16/2018	Jan-23	C
28	New Smyrna Beach	City of New Smyrna Beach	Flood	P PP S	VOL-0549 Elevation of flood- prone homes	HMGP	4/16/2018	Jan-23	C
28	New Smyrna Beach	City of New Smyrna Beach	Flood	P PP S	VOL-0551 Acquisition and Demolition of Flood Prone Homes	HMGP	4/16/2018	Jan-23	C
26	South Daytona	City of South Daytona	Flood	P PP S	VOL-0552Elevation of flood- prone home	HMGP	4/16/2018	Jan-23	C
	Holly Hill	City of Holly Hill	Flood	P PP S ES	VOL- 0553 Lift Station #9 Refurbishment	HMGP	6/20/2018	Jan-23	C

Table 9.2: Mitigation Action Plan: Open Mitigation Initiatives by Jurisdiction (as of 10/21/2019)

Status: *C = Current*
Category: *P = Prevention; PP = Property Protection; S = Structural; ES = Emergency Services; PE = Education*

Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Approved by LMS Working Group	Original Anticipated Completion	Status
	Holly Hill	City of Holly Hill	Flood	P PP S ES	VOL-0554 Lift Station # 19 Refurbishment	HMGP	6/20/2018	Jan-23	C
	Holly Hill	City of Holly Hill	Flood	P PP S ES	VOL-0555 Lift Station #21 Refurbishment	HMGP	6/20/20118	Jan-23	C
	Ormond Beach	City of Ormond Beach	Flood	P PP S	VOL-0556 Elevation of Flood- prone home	HMGP	6/20/2018	Jan-23	C
	FL Hospital MMC	Florida Hospital Memorial Medical Center	All Hazard	P PP S ES	VOL-0557 Emergency Power Upgrade	HMGP	9/12/2018	Jan-23	C
	Ormond Beach	City of Ormond Beach	Flood Surge	P PP S	VOL-0558 Acquire and Demolish Flood-prone home	FMA	9/12/2018	Jan-23	C
	FL Hospital DeLand	Florida Hospital DeLand	All Hazard	P PP S	VOL-559 Roof Repair and Strengthen	HMGP	9/12/2018	Jan-23	C
	Volusia County	VCEM	Riverine Surge	P PP S	VOL-0560 Elevate and retrofit flood prone home	FMA	10/3/2019	Jan-24	C
	Volusia County	VCEM	Riverine Surge	P PP S	VOL-0561 Elevate and retrofit flood prone home	FMA	10/3/2019	Jan-24	C
	FL Hospital DeLand	Florida Hospital DeLand	All Hazard	P PP S	VOL-0562 Upgrade Windows	HMGP	9/12/2018	Jan-23	C

Table 9.2: Mitigation Action Plan: Open Mitigation Initiatives by Jurisdiction (as of 10/21/2019)

Status: *C = Current*
Category: *P = Prevention; PP = Property Protection; S = Structural; ES = Emergency Services; PE = Education*

Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Approved by LMS Working Group	Original Anticipated Completion	Status
	Holly Hill	The City of Holly Hill	Flood	P PP S	VOL-563 Elevation of home at 318 Riverside Dr.	HMGP	9/12/2018	Jan-23	C
	DeLand	City of DeLand	All Hazard	P PP S	VOL- 564 Generator Power for sheltering	HMGP	3/20/2019	Jan-24	C
	Volusia County	VCEM	Flood	P PP S	VOL- 0565 Elevate and Retrofit home at 1036 Shockney Dr Ormond Beach	FMA	10/3/2019	Jan-24	C
	Volusia County	VCEM	Flood	P PP S	VOL- 0566 Elevate and Retrofit home at 6411 River Road New Smyrna Beach	FMA	10/3/2019	Jan-24	C
	Volusia County	VCEM	Flood	P PP S	VOL- 0567 Elevate and Retrofit home at 364 Seminole Dr Ormond Beach	FMA	10/3/2019	Jan-24	C

Completed, Deleted and Deferred Projects Since the 2015 Update

The following mitigation projects were completed, deleted or deferred since the 2015 LMS update:

Table 9.3: Mitigation Action Plan: Completed, Deleted and Deferred Mitigation Initiatives by Jurisdiction (as of 10/21/2019)

Priority	Jurisdiction	Responsible Organization	Hazard(s)	Mitigation Technique Category	Initiative	Funding	Approved by LMS Working Group	Original Anticipated Completion	Status
	Deltona	Public Works	Flood		VOL-0458 Blackburn Avenue and Eldridge Street stormwater improvements	HMGP FMA	6/11/2014	1/1/2016	Completed
	Deltona	Public Works	Flood		VOL-0459 Brickell Drive stormwater improvements	HMGP FMA	6/12/2014	1/1/2016	Completed
	Deltona	Public Works	Flood		VOL-0462 Leland Drive stormwater improvements	HMGP FMA	6/15/2014	1/1/2016	Completed
35	Halifax Health	EM Coordinator	All Hazard	P PP NS ES	VOL-0501 Addition of 800-ton chiller at main campus – initiative cancelled, per FDEM not an eligible project	HMGP	N/A	N/A	Terminated due to funding issues (not eligible).

SECTION 10 – PLAN MAINTENANCE PROCEDURES

44 CFR Requirement

44 CFR Part201.6(c)(4)(i):
The plan shall include a plan maintenance process that includes a section describing the method and schedule of monitoring, evaluating and updating the mitigation plan within a five-year cycle.

44 CFR Part 201.6(c)(4)(ii):
The plan maintenance process shall include a process by which local governments incorporate the requirements of the mitigation plan into other planning mechanisms such as comprehensive or capital improvement plans, when appropriate.

This section of the Plan discusses how the Mitigation Strategy and Mitigation Action Plan will be implemented and how the LMS will be evaluated and enhanced over time. This section also discusses how the public will continue to be involved in a sustained hazard mitigation planning process. It consists of the following three subsections:

- **Implementation**
- **Monitoring, Evaluation and Enhancement**
- **Continued Public Involvement**

10.1 IMPLEMENTATION

Each agency, department or other partners participating under the Volusia County Multi-jurisdictional LMS is responsible for implementing specific mitigation actions as prescribed in the Mitigation Action Plan. Every proposed action listed in the Mitigation Action Plan is assigned to a specific "lead" agency or department in order to assign responsibility and accountability and increase the likelihood of subsequent implementation.

In addition to the assignment of a local lead department or agency, an implementation time period or a specific implementation date has been assigned in order to assess whether actions are being implemented in a timely fashion. Volusia County and its participating jurisdictions and partners will seek outside funding sources to implement mitigation projects in both the pre-disaster and post-disaster environments[1]. When applicable, potential funding sources have been identified for proposed actions listed in the Mitigation Action Plan.

Volusia County will integrate this Mitigation Plan into relevant County government decision making processes or mechanisms. This includes integrating the Mitigation Plan requirements into other local planning documents, processes or mechanisms, such as comprehensive or capital improvement plans, when appropriate. Members of the LMS Working Group will ensure that the goals and strategies of new

[1] A listing of key federal hazard mitigation funding sources can be found in the *Guide to Funding and Technical Assistance Programs*, provided as a separate annex to this Plan.

and updated local planning documents for their agencies or departments are consistent and do not conflict with the goals and actions of the LMS and will not contribute to increased hazard vulnerability in the County.

Opportunities to integrate the requirements of this Plan into other local planning mechanisms shall continue to be identified through future meetings of the LMS Working Group and through the five-year review process described herein. Although it is recognized that there are many possible benefits to integrating components of this Plan into other local planning mechanisms, the development and maintenance of this stand-alone Mitigation Plan is deemed by the Volusia County LMS Working Group to be the most effective and appropriate method to implement local hazard mitigation actions at this time.

10.2 MONITORING, EVALUATION AND ENHANCEMENT

Periodic revisions and updates of the LMS are required to ensure that the goals of the Plan are kept current and account for potential changes in hazard vulnerability and mitigation priorities. In addition, revisions may be necessary to ensure that the Plan is in full compliance with applicable federal and state regulations. Periodic evaluation of the Plan will also ensure that specific mitigation actions are being reviewed and carried out according to the Mitigation Action Plan.

The Volusia County LMS Working Group will continue to meet at least annually and following any disaster events warranting a reexamination of the mitigation actions being implemented or proposed for future implementation. This will ensure that the Plan is continuously updated to reflect changing conditions and needs within Volusia County. If determined appropriate or as requested, an annual report on the Plan will be developed and presented to the Volusia County Council in order to report progress on the actions identified in the Plan and to provide information on the latest legislative requirements and/or changes to those requirements.

10.2.1 Five (5) Year Plan Review

The Plan will be thoroughly reviewed by the LMS Working Group every five years to determine whether there have been any significant changes in Volusia County that may, in turn, necessitate changes in the types of mitigation actions proposed. New development in identified hazard areas, increased exposure to hazards, the increase or decrease in capability to address hazards, and changes to federal or state legislation are examples of factors that may affect the necessary content of the Plan.

The plan review provides Volusia County officials with an opportunity to evaluate those actions that have been successful and to explore the possibility of documenting potential losses avoided due to the implementation of specific mitigation measures. The plan review also provides the opportunity to address mitigation actions that may not have been successfully implemented as assigned. Volusia County Emergency Management Services department will be responsible for reconvening the LMS Working Group and conducting the five-year review.

During the five-year plan review process, the following questions will be considered as criteria for assessing the effectiveness and appropriateness of the Plan:

- Do the goals address current and expected conditions?
- Has the nature or magnitude of risks changed?
- Are the current resources appropriate for implementing the Plan?
- Are there implementation problems, such as technical, political, legal or coordination issues with other agencies?
- Have the outcomes occurred as expected?
- Did the County and participating agencies and other partners participate in the plan implementation process as assigned?

Following the five-year review, any revisions deemed necessary will be summarized and implemented according to the reporting procedures and plan amendment process outlined herein. Upon completion of the review and update/amendment process, the Volusia County LMS will be submitted to the State Hazard Mitigation Officer at the Florida Division of Emergency Management (FDEM) for final review and approval in coordination with the Federal Emergency Management Agency (FEMA).

5-Year Update Summary
Review Group Lead as of 3/6/2020: Aubrie Austin, Volusia County Emergency Management
Review Group Name: Volusia Prepares Working Group (see members on pages 2.5 and 2.6)
Interim LMS Review: LMS can be reviewed or commented on at any quarterly Volusia Prepares Meeting
2025 Review Date: The Volusia Prepares group will begin review no less than 365 days before the 2024-25 plan submittal date. This will ensure ample time to hire a contractor to complete the plan with all necessary community and municipal outreach completed.
Review Forum: Volusia Prepares Working Group Meetings (Quarterly)

10.2.2 Disaster Declaration

Following a disaster declaration, the Volusia County LMS will be revised as necessary to reflect lessons learned, or to address specific issues and circumstances arising from the event. It will be the responsibility of the Volusia County Emergency Management Services department to reconvene the LMS Working Group and ensure the appropriate stakeholders are invited to participate in the plan revision and update process following declared disaster events.

10.2.3 Reporting Procedures

The results of the five-year review will be summarized by the LMS Working Group in a report that will include an evaluation of the effectiveness of the Plan and any required or recommended changes or amendments. The report will also include an evaluation of implementation progress for each of the proposed mitigation actions, identifying reasons for delays or obstacles to their completion along with recommended strategies to overcome them.

10.2.4 Plan Amendment Process

Upon the initiation of the amendment process, Volusia County and its participating jurisdictions and partners will forward information on the proposed change(s) to all interested parties including, but not limited to, all directly affected County departments, residents, and businesses. Information will also be

forwarded to the Florida Division of Emergency Management. This information will be disseminated in order to seek input on the proposed amendment(s) for not less than a 45-day review and comment period.

At the end of the 45-day review and comment period, the proposed amendment(s) and all comments will be forwarded to the LMS Working Group for final consideration. The committee will review the proposed amendments along with the comments received from other parties, and, if acceptable, the committee will submit a recommendation for the approval and adoption of changes to the Plan to the Volusia County Council within 60 days.
In determining whether to recommend approval or denial of a Plan amendment request, the following factors will be considered by the LMS Working Group:

- There are errors, inaccuracies or omissions made in the identification of issues or needs in the Plan;
- New issues or needs have been identified which are not adequately addressed in the Plan;
- There has been a change in information, data, or assumptions from those on which the Plan is based.

Upon receiving the recommendation from the LMS Working Group and prior to adoption of the Plan, the County will hold a public hearing if deemed necessary. The Volusia County Council will review the recommendation from the LMS Working Group (including the factors listed above) and any oral or written comments received at the public hearing. Following that review, the County Council will take one of the following actions:

- Adopt the proposed amendments as presented
- Adopt the proposed amendments with modifications
- Refer the amendments request back to the LMS Working Group for further revision, or
- Defer the amendment request back to the LMS Working Group for further consideration and/or additional hearings

10.3 CONTINUED PUBLIC INVOLVEMENT

44 CFR Requirement

44 CFR Part 201.6(c)(4)(iii):
The plan maintenance process shall include a discussion on how the community will continue public participation in the plan maintenance process

Public participation is an integral component to the mitigation planning process and will continue to be essential as this Plan evolves over time. As described above, significant changes or amendments to the Plan shall require a public hearing prior to any adoption procedures.

Other efforts to involve the public in the maintenance, evaluation and revision process will be made as necessary. These efforts may include:

- Advertising meetings of the LMS Working Group in local newspapers, public bulletin boards and/or County office buildings
- Designating willing and voluntary citizens and private sector representatives as official members of the LMS Working Group
- Utilizing local media to update the public of any maintenance and/or periodic review activities taking place
- Utilizing the Volusia County website to advertise any maintenance and/or periodic review activities taking place, and
- Keeping copies of the Plan in public libraries

APPENDIX A: PLAN ADOPTIONS

This portion of the report compiles Resolutions of Adoption from member jurisdictions of Volusia County approving the 2020 LMS plan update.

The Resolutions of Adoption for each municipality can be found at the following link:
ftp.ecfrpc.org/Live%20Links/Volusia%20LMS/

APPENDIX B: BYLAWS OF "VOLUSIA PREPARES"

Bylaws of "Volusia Prepares"
The Volusia County Local Mitigation Strategy Steering Committee

ARTICLE I: PURPOSES OF THE TASK FORCE

The purpose of the Volusia County Local Mitigation Strategy Task Force, otherwise known as "Volusia Prepares", is to decrease the vulnerability of the citizens, governments, businesses and institutions of Volusia County to the future human, economic and environmental costs of natural, technological, and societal disasters. The Task Force will develop, monitor, implement, and maintain a comprehensive plan for hazard mitigation which will be intended to accomplish this purpose.

ARTICLE II: MEMBERSHIP

Participation in Volusia Prepares is voluntary by all entities. Membership in Volusia Prepares is open to all jurisdictions, organizations and individuals supporting its purposes

ARTICLE III: ORGANIZATIONAL STRUCTURE

The organizational structure of Volusia Prepares shall consist of a Steering Committee and subcommittees as deemed necessary by the Steering Committee.

A. The Steering Committee

Volusia Prepares shall be guided by a Steering Committee consisting of designated representatives of the following:

- One representative from the government of Volusia County and each participating incorporated municipality,
- One representative from organizations and associations representing key business, industry, and community interest groups of Volusia County, and
- Other such individuals appointed by a majority vote of the Steering Committee.

Members of the Steering Committee will be designated by formal appointment or other action to serve as the official representative and spokesperson for the jurisdiction or organization regarding the activities and decisions of Volusia Prepares. To maintain good standing, members of the Steering Committee must not have more than two unexcused absences from meetings during the course of a year. Three or more unexcused absences during the course of one calendar year may result in HMGP grant funding ineligibility for those jurisdiction(s) during the next Presidentially declared disaster.

B. Subcommittees

Volusia Prepares may have permanent and/or temporary subcommittees as deemed necessary by the Steering Committee. Membership in the subcommittees is not restricted. There are no requirements for individuals to maintain good standing as members of a permanent or temporary subcommittee.

C. Program Staff

The Volusia County Emergency Management Division, or other agency as so designated by the Steering Committee, will serve as the program staff for Volusia Prepares, and assist in the coordination and support of Volusia Prepares activities.

APPENDIX B: BYLAWS OF "VOLUSIA PREPARES"

ARTICLE IV: OFFICERS

Any member in good standing of the Steering Committee is eligible for election as an officer. The Steering Committee will have a chair elected by a majority vote of a quorum of the members. The Steering Committee will also elect by majority vote a vice chair. Representatives of both local government and any participating private sector organizations will be eligible for election as an officer. Each will serve a term of one year, and be eligible for re-election for an unlimited number of terms. The chair and vice chair of the Steering Committee are also considered to be chair and vice chair of Volusia Prepares.

The chair of the Steering Committee will preside at each meeting of the Steering Committee, as well as establish temporary subcommittees and assign personnel to them. The vice chair will fulfill the duties and responsibilities of the chair in his or her absence.

The chair of each permanent or temporary subcommittee will be designated from the members in good standing of the Steering Committee by its chair, and will serve at the pleasure of the chair of the Steering Committee.

ARTICLE V: RESPONSIBILITIES

A. Steering Committee

The Steering Committee will be responsible for oversight and coordination of all actions and decisions by the Task Force, and is solely responsible for formal actions in the name of Volusia Prepares, including the release of reports, development of resolutions, issuance of position papers, and similar activities. The Steering Committee makes assignments to the subcommittees, coordinates their work, and takes action on their recommendations. Their goal is to make Volusia County disaster resistant by preventing or reducing the personal and economic loss from natural or man-made hazards through a partnership between government, businesses, organizations, associations, and citizens.

Objectives:

1. Keep the Volusia County Local Mitigation Strategy (LMS) document current (incorporating new projects, objectives, and goals).
2. Develop and maintain overall policies and procedures and integrate priorities of mitigation efforts.
3. Facilitate comprehensive effectiveness by coordinating with subcommittees.
4. Vote on proposed action plans and initiatives.
5. Develop a strategy to constantly identify and recruit new partners.
6. Develop a systematic method to share knowledge and market the need for being disaster resistant.
7. Promote accomplishments to elected officials and community.

B. Subcommittees

If established by the Steering Committee, subcommittees will have responsibilities as assigned by the Steering Committee members.

C. Program Staff

Technical, clerical and other types of support activities to the Steering Committee and subcommittees will be provided through the Volusia County Emergency Management Division or other agency or organizational staff as designated by the Steering Committee. The Steering Committee will also designate an agency of Volusia County to serve as the legal representative and agent of Volusia Prepares, and to be empowered under County statutes to accept and disburse funds, enter into contracts, hire staff, and take such other actions as necessary in support of, or for the benefit of, the Task Force. Other jurisdictions and organizations may also provide such services on a voluntary basis upon request of the chair of the Steering Committee.

ARTICLE VI: ACTIONS BY THE TASK FORCE

A. Authority for Actions

Only the Steering Committee has the authority to take final actions in the name of Volusia Prepares. Actions by subcommittees or program staff are not considered as final until affirmed by action of the Steering Committee.

B. Meetings, Voting and Quorum

Meetings of the Steering Committee and its subcommittees will be conducted in accord with Robert's Rules of Order, if and when deemed necessary by chair of the meeting. Regular meetings of the Steering Committee will be scheduled at least quarterly with a minimum of 10 working days' notice. Subcommittees will meet at least quarterly prior to Steering Committee meetings, or more frequently as deemed necessary, at the discretion of their chairperson.

All final actions and decisions made in the name of Volusia Prepares will be by affirmative vote of a quorum of the Steering Committee. A quorum shall be 50 percent of the members of the Steering Committee in good standing at the time of the vote. Each member of the Steering Committee will have one vote. Voting by proxy, written or otherwise, is permitted.

C. Special Votes

Special votes may be taken under emergency situations or when there are other extenuating circumstances as determined by the chair and/or vice chair of the Steering Committee. Special votes may be made by telephone, email, webinar, or any electronic means, or first class mail, and shall be in accord with all applicable quorum rules for such actions.

D. Public Hearings

When required by statute or the policies of Volusia County, or when deemed necessary by the Steering Committee, a public hearing regarding actions under consideration for implementation by Volusia Prepares will be held.

E. Documentation of Actions

All meetings and other forms of action by the Steering Committee and permanent subcommittees (if established) will be documented and made available for inspection by the public.

APPENDIX B: BYLAWS OF "VOLUSIA PREPARES"

ARTICLE VII: ADOPTION OF AMENDMENTS AND CHANGES TO THE BYLAWS AND *"VOLUSIA PREPARES"* LOCAL MITIGATION STRATEGY DOCUMENT

The Bylaws of Volusia Prepares and the *"Volusia Prepares"* Local Mitigation Strategy document may be adopted and/or amended by a two-thirds majority vote of the members in good standing of the Steering Committee at any time. All proposed changes to the bylaws and *"Volusia Prepares"* Local Mitigation Strategy document will be provided to each member of the Steering Committee prior to voting on the proposed changes. Routine changes, additions, deletions, and deferment of mitigation initiatives and any other changes to the document may be made at any time by majority vote. Voting may be by telephone, email, webinar, or any electronic means, or first class mail. A 45-day public review and comment period shall apply to the five-year FEMA required update of the *"Volusia Prepares"* LMS Document.

ARTICLE VIII: DISSOLUTION OF THE TASK FORCE

The Task Force may be dissolved by affirmative vote of 100% of the members in good standing of the Steering Committee at the time of the vote, by order of a court of competent jurisdiction, and/or by instruction of the Volusia County governing body. At the time of dissolution, all remaining documents, records, equipment and supplies belonging to the Task Force will be transferred to Volusia County for disposition.

APPENDIX C: LOCAL MITIGATION PLAN CROSSWALK

Included below is a link to the Florida Local Mitigation Strategy (LMS) Crosswalk excel document, which incorporates the National Flood Insurance Program's (NFIP) Community Rating System (CRS) into the Local Mitigation Strategy planning process. The information in this document (including all tabs) is subject to state review and can be found at the link below.

Link to Crosswalk (click to view online)
Link text: ftp://ftp.ecfrpc.org/Live%20Links/
Click on "Volusia LMS Crosswalk"

APPENDIX D: MEETING INFORMATION

Meeting Information

This section of the Volusia Local Mitigation Strategy includes documentation (agendas, sign in sheets, other items) for the meetings held as part of the planning process. The planning team held three meetings, which are summarized below:

- September 11, 2019: LMS Working Group Meeting #1
  - Open to public
- October 29, 2019: Public Meeting
  - Open to public at two separate locations:
    - Daytona Beach Regional Library
    - DeLand Regional Library
- December 11, 2019: LMS Working Group Meeting #2
  - Open to public

Documentation for these meetings is found on the following pages of this appendix, including:

- Sign-In Sheets
- Agendas
- Public Participation Forms
- Press Releases, Emails Concerning Upcoming Meetings
- Email Distribution List

September 11, 2019: LMS Working Group Meeting #1

Agenda

Volusia Prepares

Local Mitigation Working Group Quarterly Meeting
CRS Users Group Meeting LMS Working Group Members
Aubrie Austin, Program Coordinator
September 11, 2019 9:00 AM

Agenda

- **Welcome/Introductions**
- **Approval of meeting minutes from June 12, 2019**
- **Mitigation initiatives requiring review and adoption**: No new projects submitted
- **Florida Forest Service/Bunnell District**: Local Mitigation Strategy addendum, Julie Allen & Will Raulerson
- **2020 LMS Review:** The LMS 5-year review is coming up in 2020. The East Central Florida Regional Planning council is updating the LMS.
  - ECFRPC discussion
  - Bylaws & goals/objectives review
- **Official vote on sun set date for initiatives**
- **Upcoming training**
  - **G557 Rapid Needs Assessment**: October 30, 2019, 3825 Tiger Bay Rd. Ste. 102, Daytona Beach, FL 32124
  - **AWR Understanding Targeted Cyber Attacks**: November 5, 2019, Tiger Bay Rd. Ste. 102, Daytona Beach, FL 32124
  - **MGT 465 Recovering from Cybersecurity Incidents:** November 6-7, 2019, Tiger Bay Rd. Ste. 102, Daytona Beach, FL 32124

APPENDIX D: MEETING INFORMATION

Sign-In Sheet

Volusia Prepares - Working Group Quarterly Meeting					
Wednesday, September 11, 2019					
Jurisdiction	**Representative**	**Phone**	**Email Address**	**LMS**	**CRS**
Advent Health	Mike Poinatowski	386-316-1120	michael.poinatowski@adventhealth.com		
Halifax Hospital	Ashley Fisher	407-454-0730	ashley.fisher@halifax.org		
	Sharon Warriner	386-425-7342	sharon.warriner@halifax.org		
Florida Forest Service	Julie Allen	386-585-6156	Julie.Allen@FreshFromFlorida.com		
Residents					
DB Airport	Karen Feaster		kfeaster@volusia.org		

Volusia Prepares - Working Group Quarterly Meeting					
Wednesday, September 11, 2019					
Jurisdiction	**Representative**	**Phone**	**Email Address**	**LMS**	**CRS**
Ormond Beach	Becky Weedo	386-676-3342	weedo@ormondbeach.org		
	Loretta Moisio	386-676-3315	moisio@ormonbeach.org		
Pierson	Carmen Spelorzi	386-749-2661	carmen@townofpierson.org		
Ponce Inlet	Hank Baker	386-236-2185	hbaker@ponce-inlet.org		
	Ami Pierce	386-236-2186	apierce@ponce-inlet.org		
Port Orange	Amanda Lasecki	386-506-5737	alasecki@port-orange.org		
	Shannon Ball	386-506-5903	sball@port-orange.org		
South Daytona	Patty Rippey	386-322-3016	prippey@southdaytona.org		
VC Health Department	Jeanine Robinson	386-274-0705	jeanine.robinson@flhealth.gov		
VC School Board	John Kraft	386-333-2075	jrkraft@volusia.k12.fl.us		
County Departments					
VC Emergency Mgmt	Larry LaHue	386-254-1500	llahue@volusia.org		
	Aubrie Austin	386-254-1500	alaustin@volusia.org		
	Jill Hemmerlein	368-254-1500	jhemmerlein@volusia.org		
VC Fire Services	Kate Lind	386-736-5940	klind@volusia.org		
	Howard Bailey	386-527-1404	hbailey@volusia.org		
VC Public Works	Arden Fontaine		afontaine@volusia.org		
VC GIS	Nancy Church	386-736-5922	nchurch@volusia.org		
VC Public Protection					

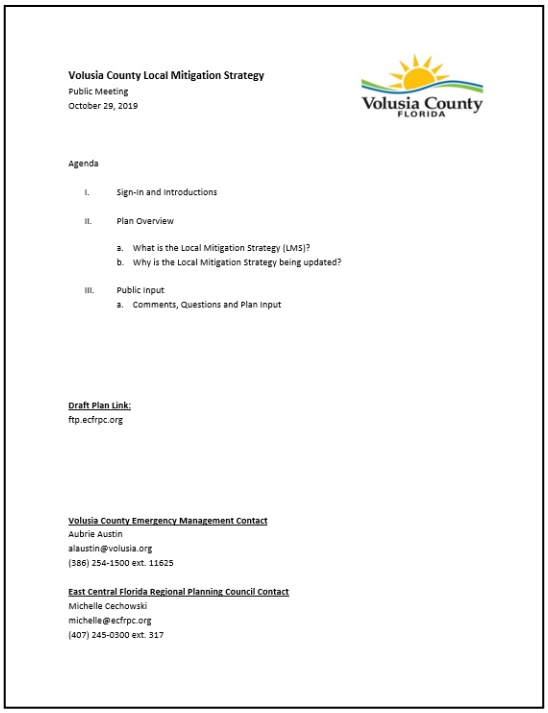
Volusia Prepares - Working Group Quarterly Meeting					
Wednesday, September 11, 2019					
Jurisdiction	**Representative**	**Phone**	**Email Address**	**LMS**	**CRS**
Cities					
Daytona Beach	Kimberly Dixon	386-671-8807	dixonkimberly@CODB.us		
	Justin Barton	386-671-8807	BartonJustin@CODB.us		
	Michael Smith	386-871-8871	smithmike@CODB.us		
Daytona Beach Shores	Stewart Cruz	386-843-2404	SCruz@cityofdbs.org		
	Lori Irwin	386-763-5328	lirwin@cityofdbs.org		
DeBary	Alan Williamson	386-601-0208	awilliamson@debary.org		
DeLand	Maria Becker	386-626-7097	beckerm@deland.org		
	Jonathan Jacob	386-626-7097	jacobj@deland.org		
Deltona	Sue Houle	386-878-8163	shoule@deltonafl.gov		
	Bill Snyder	386-575-6902	bsnyder@deltonafl.gov		
	Dean Debose	386-575-6905	ddebose@deltonafl.gov		
Edgewater	Tyna Hilton	386-424-2400	thilton@cityofedgewater.org		
Holly Hill	Steve Juengst	386-248-9463	sjuengst@hollyhillfl.org		
Lake Helen	Katie Holmes	386-228-2121	kholmes@lakehelen.com		
New Smyrna Beach	David Hamstra	407-992-9160	david@PegasusEngineering.net		
	Kyle Fegley	386-410-2811	kfegley@cityofnsb.com		
Oak Hill	Amanda Osweiler	386-345-6855	osweilera@oakhill.com		
Orange City	Joseph Ruiz	386-775-5415	jruiz@ourorangecity.com		

* Michelle Cechowski, PJ Smith and Mark Reali attended the meeting on behalf of the ECFRPC.

APPENDIX D: MEETING INFORMATION

October 29, 2019: Public Meetings (2)

Agenda



Volusia County Local Mitigation Strategy
Public Meeting
October 29, 2019

Volusia County FLORIDA

Agenda

I. Sign-In and Introductions

II. Plan Overview

a. What is the Local Mitigation Strategy (LMS)?
b. Why is the Local Mitigation Strategy being updated?

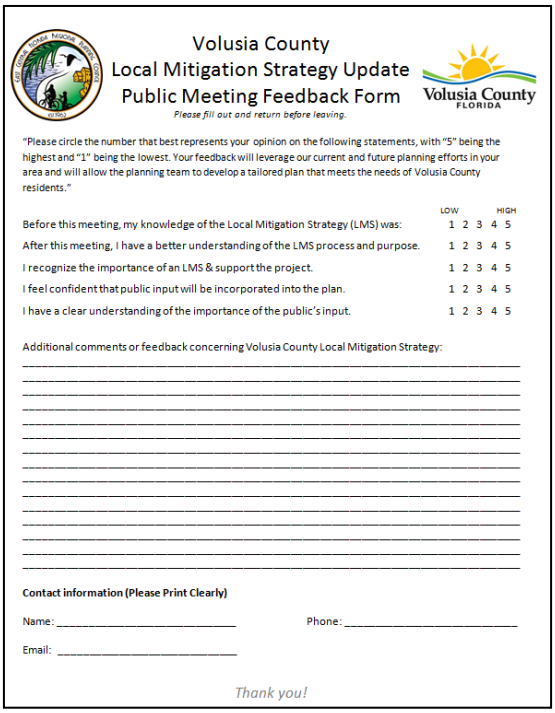
III. Public Input
a. Comments, Questions and Plan Input

Draft Plan Link:
ftp.ecfrpc.org

Volusia County Emergency Management Contact
Aubrie Austin
alaustin@volusia.org
(386) 254-1500 ext. 11625

East Central Florida Regional Planning Council Contact
Michelle Cechowski
michelle@ecfrpc.org
(407) 245-0300 ext. 317

Public Feedback Form



Volusia County
Local Mitigation Strategy Update
Public Meeting Feedback Form
Please fill out and return before leaving.

Volusia County FLORIDA

"Please circle the number that best represents your opinion on the following statements, with "5" being the highest and "1" being the lowest. Your feedback will leverage our current and future planning efforts in your area and will allow the planning team to develop a tailored plan that meets the needs of Volusia County residents."

	LOW				HIGH
Before this meeting, my knowledge of the Local Mitigation Strategy (LMS) was:	1	2	3	4	5
After this meeting, I have a better understanding of the LMS process and purpose.	1	2	3	4	5
I recognize the importance of an LMS & support the project.	1	2	3	4	5
I feel confident that public input will be incorporated into the plan.	1	2	3	4	5
I have a clear understanding of the importance of the public's input.	1	2	3	4	5

Additional comments or feedback concerning Volusia County Local Mitigation Strategy:

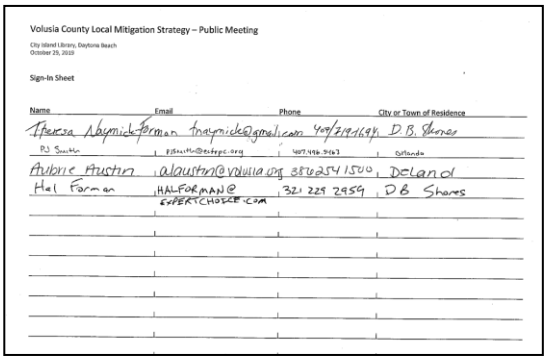
Contact information (Please Print Clearly)

Name: _____ Phone: _____

Email: _____

Thank you!

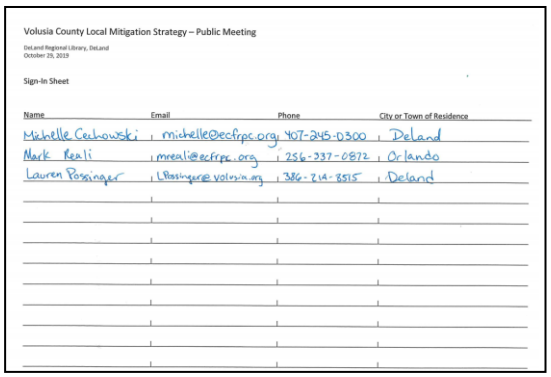
Sign-In Sheets



Volusia County Local Mitigation Strategy – Public Meeting
City Island Library, Daytona Beach
October 29, 2019

Sign-In Sheet

Name	Email	Phone	City or Town of Residence
Theresa Naymick-Forman	tnaymick@gmail.com	407/719-1694	D.B. Shores
PJ Smith	pjsmith@ecfrpc.org	407.496.3463	Orlando
Aubrie Austin	alaustin@volusia.org	386 254 1500	Deland
Hal Forman	HALFORMAN@EXPERTCHOICE.COM	321 229 2959	DB Shores

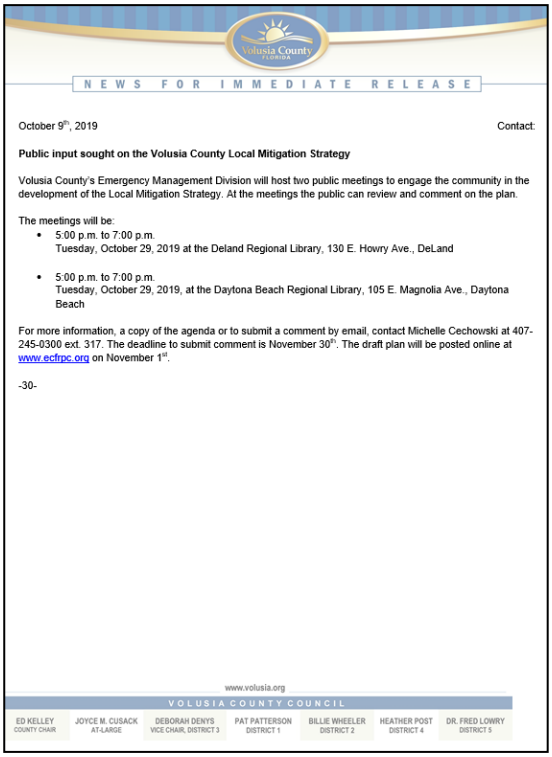


Volusia County Local Mitigation Strategy – Public Meeting
DeLand Regional Library, DeLand
October 29, 2019

Sign-In Sheet

Name	Email	Phone	City or Town of Residence
Michelle Cechowski	michelle@ecfrpc.org	407-245-0300	Deland
Mark Reali	mreali@ecfrpc.org	256-337-0872	Orlando
Lauren Possinger	LPossinger@volusia.org	386-214-8515	Deland

Press Release



Volusia County FLORIDA

NEWS FOR IMMEDIATE RELEASE

October 9th, 2019 Contact:

Public input sought on the Volusia County Local Mitigation Strategy

Volusia County's Emergency Management Division will host two public meetings to engage the community in the development of the Local Mitigation Strategy. At the meetings the public can review and comment on the plan.

The meetings will be:

- 5:00 p.m. to 7:00 p.m.
  Tuesday, October 29, 2019 at the Deland Regional Library, 130 E. Howry Ave., DeLand
- 5:00 p.m. to 7:00 p.m.
  Tuesday, October 29, 2019, at the Daytona Beach Regional Library, 105 E. Magnolia Ave., Daytona Beach

For more information, a copy of the agenda or to submit a comment by email, contact Michelle Cechowski at 407-245-0300 ext. 317. The deadline to submit comment is November 30th. The draft plan will be posted online at www.ecfrpc.org on November 1st.

-30-

www.volusia.org

VOLUSIA COUNTY COUNCIL

ED KELLEY	JOYCE M. CUSACK	DEBORAH DENYS	PAT PATTERSON	BILLIE WHEELER	HEATHER POST	DR. FRED LOWRY
COUNTY CHAIR	AT-LARGE	VICE CHAIR, DISTRICT 3	DISTRICT 1	DISTRICT 2	DISTRICT 4	DISTRICT 5

December 11, 2019: LMS Working Group Meeting #2

Agenda

Volusia Prepares

Local Mitigation Working Group Quarterly Meeting
CRS Users Group Meeting LMS Working Group Members
Aubrie Austin, Program Coordinator
December 11, 2019 9:00 AM

Agenda

- **Welcome/Introductions**
- **Approval of meeting minutes from September 11, 2019**
- **Mitigation initiatives requiring review and adoption**: No new projects submitted
- **2020 LMS Review:** The LMS 5-year review is coming up in 2020. The East Central Florida Regional Planning council will update the committee on the progress of the LMS.
- **ECFRPC surge/sea level rise models for the FDEP project**
- **CDBG- DR Mitigation informational Briefing:** Volusia County Community Assistance
- **Upcoming training**
  - G300: Intermediate Incident Command- January 7-9, 2020
  - AWR 328: All Hazards Preparedness for Animals in Disasters- February 25,2020
  - MGT 448: All Hazards Planning for Animal, Agriculture & Food Related Disasters- February 26,2020
  - G400: Advanced Incident Command- March 3 & 4, 2020
  - MGT 323: Instructor Development Workshop- March 24-26, 2020
- **Open discussion**

Sign-In Sheet

Volusia Prepares - Working Group Quarterly Meeting					
Wednesday, December 11, 2019					
Jurisdiction	**Representative**	**Phone Number**	**Email Address**	**LMS**	**CRS**
Cities					
Daytona Beach	Kimberly Dixon	386-671-8807	dixonkimberly@CODB.us		
	Justin Barton	386-671-8807	BartonJustin@CODB.us	✓	
	Michael Smith	386-871-8871	smithmike@CODB.us		
Daytona Beach Shores	Stewart Cruz	386-843-2404	SCruz@cityofdbs.org		
	Lori Irwin	386-763-5328	lirwin@cityofdbs.org	✓	✓
DeBary	Alan Williamson	386-601-0208	awilliamson@debary.org	✓	
				✓	
DeLand	Maria Becker	386-626-7097	beckerm@deland.org	✓	
	Jonathan Jacob	386-626-7097	jacobj@deland.org		
Deltona	Sue Houle	386-878-8163	shoule@deltonafl.gov	✓	
	Bill Snyder	386-575-6902	bsnyder@deltonafl.gov		
	Dean Debose	386-575-6905	ddebose@deltonafl.gov		
Edgewater	Tyna Hilton	386-424-2400	thilton@cityofedgewater.org		
Holly Hill	Steve Juengst	386-248-9463	sjuengst@hollyhillfl.org	✓	
	Jeff Miller	386 248 9468	jmiller@hollyhillfl.org	✓	✓
Lake Helen	Katie Holmes	386-228-2121	kholmes@lakehelen.com		
New Smyrna Beach	David Hamstra	407-992-9160	david@PegasusEngineering.net	✓	
	Kyle Fegley	386-410-2811	kfegley@cityofnsb.com		
Oak Hill	Amanda Osweiler	386-345-6855	osweilera@oakhill.com	✓	
Orange City	Joseph Ruiz	386-775-5415	jruiz@ourorangecity.com		

Sign-In Sheet (2 of 3)

Volusia Prepares - Working Group Quarterly Meeting					
Wednesday, Decemebr 11, 2019					
Jurisdiction	**Representative**	**Phone Number**	**Email Address**	**LMS**	**CRS**
Ormond Beach	Becky Weedo	386-676-3342	weedo@ormondbeach.org	BW	BW
	Loretta Moisio	386-676-3315	moisio@ormonbeach.org	LM	LM
Pierson	Carmen Spelorzi	386-749-2661	carmen@townofpierson.org		
Ponce Inlet	Hank Baker	386-236-2185	hbaker@ponce-inlet.org		
	Ami Pierce	386-236-2186	apierce@ponce-inlet.org		
Port Orange	Amanda Lasecki	386-506-5737	alasecki@port-orange.org		
	Shannon Ball	386-506-5903	sball@port-orange.org		
South Daytona	Patty Rippey	386-322-3016	prippey@southdaytona.org		
VC Health Department	Jeanine Robinson	386-274-0705	jeanine.robinson@flhealth.gov		
	Robert Maglievaz	386-274-0691	RobertMaglievaz@flhealth.gov		
VC School Board	John Kraft	386-333-2075	jrkraft@volusia.k12.fl.us		
County Departments					
VC Emergency Mgmt	Jill Hemmerlein	368-254-1500	jhemmerlein@volusia.org		
	Aubrie Austin	386-254-1500	alaustin@volusia.org		
	Tom Cisco	386-254-1500	tcisco@volusia.org		
VC Fire Services	Kate Lind	386-736-5940	klind@volusia.org		
	Howard Bailey	386-527-1404	hbailey@volusia.org		
VC Public Works	Arden Fontaine	386-736-5965	afontaine@volusia.org		
VC GIS	Nancy Church	386-736-5922	nchurch@volusia.org		
VC Public Protection					
VC COASTAL DIV.	JOE NOLIN	386-547-0122	JNOLIN@VOLUSIA.ORG		

Sign-In Sheet (3 of 3)

Volusia Prepares - Working Group Quarterly Meeting

Wednesday, December 11, 2019

Jurisdiction	Representative	Phone Number	Email Address	LMS	CRS
Advent Health	Mike Poinatowski	386-316-1120	michael.poinatowski@adventhealth.com		
Halifax Hospital	Ashley Fisher	407-454-0730 ✓	ashley.fisher@halifax.org ✓	RF	
	Sharon Warriner	386-425-7342	sharon.warriner@halifax.org	N/A	
Florida Forest Service	Julie Allen	386-585-6156	Julie.Allen@FreshFromFlorida.com		
Residents					
DB Airport	Karen Feaster		kfeaster@volusia.org		
Community Assistance	Cory Brown	386-736-5955	cabrown@volusia.org		
ECFRPC	Mark Reali	4072450300	mreali@ecfrpc.org		
ECFRPC	Brandon Gunn	8139660634	bgunn@ecfrpc.org		
VC Environmental Mgmt	Megan Martin	386-736-5927	mlomartin@volusia.org	✓	
FDEM	Claudia Baker	850-519-6734	claudia.bakerem@floridadep.com		
ECFRPC	PJ Smith	4074965463	pjsmith@ecfrpc.org	✓	
ECFRPC	Charles Abbatantuono	407-212-0307	abbatantuono@knights.ucf.edu	✓	
APTIM	Pat White	3862997774	patricia.white@APTIMCorp		
ECFRPC	Tara McCue	407-245-0360	tara@ecfrpc.org		

Outreach Emails for LMS Meetings (9/11/2019 Meeting)

-----Original Message-----
From: Aubrie Austin <alaustin@volusia.org>
Sent: Friday, September 06, 2019 10:42 AM
To: bill.coulson@AHSS.org; JSweeney@cityofdbs.org; lirwin@cityofdbs.org; scruz@cityofdbs.org; thilton@CITYOFEDGEWATER.ORG; kmcneely@cityofflaglerbeach.com; Kyle Fegley <KFegley@cityofnsb.com>; svandemark@cityofnsb.com; Justin Barton <BartonJustin@CODB.US>; Curtis Burkett <burkettcurtis@CODB.US>; DixonK@CODB.US; SmithHardy@CODB.US; WallerDavid@CODB.US; awilliamson@debary.org; beckerm@deland.org; Greboszm@deland.org; Sue Houle <shoule@deltonafl.gov>; smcgrath@deltonafl.gov; Mike Poniatowski <Michael.Poniatowski@fhmmc.org>; lnelson@flaglercounty.org; Jeanine Robinson <Jeanine.Robinson@flhealth.gov>; Robert Maglievaz <robert.maglievaz@flhealth.gov>; Julie Allen <julie.Allen@freshfromflorida.com>; Ashley.Fisher@halifax.org; bob.williams@halifax.org; sharon.warriner@halifax.org; sjuengst@hollyhillfl.org; katie Holmes <kholmes@lakehelen.com>; evansk@oakhillfl.com; osweilera@oakhillfl.com; moisio@ormondbeach.org; Steven.Spraker@ormondbeach.org; Weedo@ormondbeach.org; BMendez@ourorangecity.com; Ronnie Long <rlong@ourorangecity.com>; david@pegasusengineering.net; Leylah Saavedra <leylah@pegasusengineering.net>; Hank Baker <hbaker@ponce-inlet.org>; alasecki@port-orange.org; Sylvester Alison <asylvester@port-orange.org>; jguido@port-orange.org; mmomberger@port-orange.org; Shannon Ball <sball@port-orange.org>; Abby Johnson <ajohnson@sjrwmd.com>; prippey@southdaytona.org; carmen@townofpierson.org; Chris Boyer <cjboyer@volusia.k12.fl.us>; Greg Akin <GPAKIN@volusia.k12.fl.us>; reyoung@volusia.k12.fl.us; Arden Fontaine <AFontaine@volusia.org>; Charles Kamine <CKamine@volusia.org>; Eric Gebo <EGebo@volusia.org>; Judy Grim <JGrim@volusia.org>; John Stockham <JStockham@volusia.org>; Karen Feaster <KFeaster@volusia.org>; Michael Ulrich <MUlrich@volusia.org>; Nancy Church <NChurch@volusia.org>; Patricia Bythwood <PBythwood@volusia.org>; Sean Maroney <SMaroney@volusia.org>; Tom Cisco <TCisco@volusia.org>
Cc: Michelle Cechowski <michelle@ecfrpc.org>
Subject: Meeting Next Week

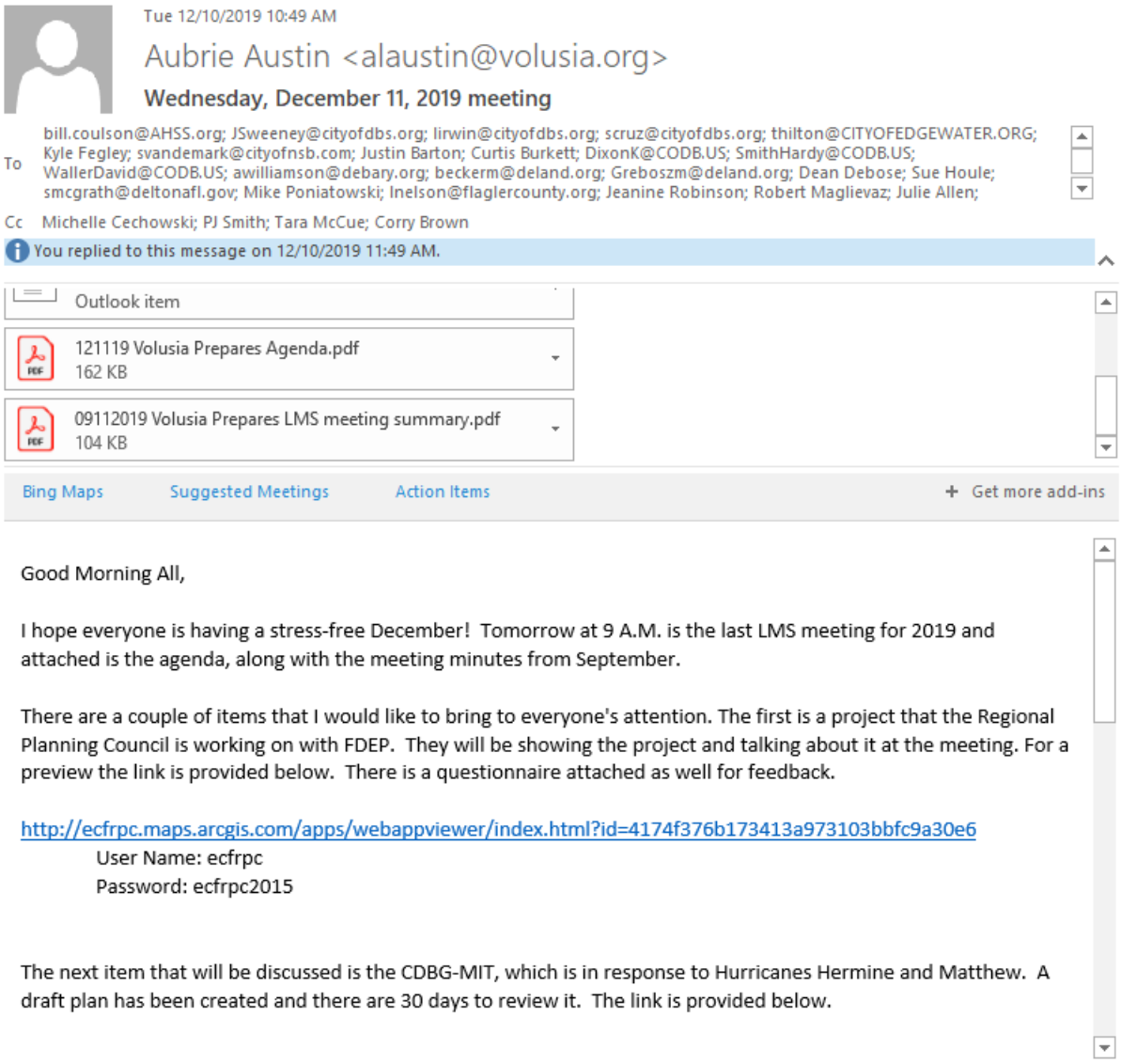
Good Morning Volusia Prepares,

I hope everyone is having a wonderful Friday! Our next meeting is Wednesday, September 11, 2019 @ 9:00 A.M.. This meeting we will have the East Central Florida Regional Planning Council there to discuss the update of the County's LMS. To help with this process I have attached 2 documents that need to be reviewed. I also am in need of the critical facilities in your jurisdiction to ensure the list is up to date in the plan. Please send me your critical facilities list as soon as you can. The deadline is Friday, September 20, 2019. If you have any questions please don't hesitate to ask. We will also have the Florida Forest Service at the meeting to discuss mitigation activities.

Have a Wonderful Day,

Aubrie Austin
Planner II
Volusia County Emergency Management
3825 Tiger Bay Rd. Ste 102
Daytona Beach, FL 32124
(386)-254-1500 ext. 11625
alaustin@volusia.org

Outreach Emails for LMS Meetings (12/11/2019 Meeting; part 1 of 2)



Tue 12/10/2019 10:49 AM

Aubrie Austin <alaustin@volusia.org>

Wednesday, December 11, 2019 meeting

To bill.coulson@AHSS.org; JSweeney@cityofdbs.org; lirwin@cityofdbs.org; scruz@cityofdbs.org; thilton@CITYOFEDGEWATER.ORG; Kyle Fegley; svandemark@cityofnsb.com; Justin Barton; Curtis Burkett; DixonK@CODB.US; SmithHardy@CODB.US; WallerDavid@CODB.US; awilliamson@debary.org; beckerm@deland.org; Greboszm@deland.org; Dean Debose; Sue Houle; smcgrath@deltonafl.gov; Mike Poniatowski; lnelson@flaglercounty.org; Jeanine Robinson; Robert Maglievaz; Julie Allen;

Cc Michelle Cechowski; PJ Smith; Tara McCue; Corry Brown

You replied to this message on 12/10/2019 11:49 AM.

Outlook item

121119 Volusia Prepares Agenda.pdf
162 KB

09112019 Volusia Prepares LMS meeting summary.pdf
104 KB

Bing Maps Suggested Meetings Action Items + Get more add-ins

Good Morning All,

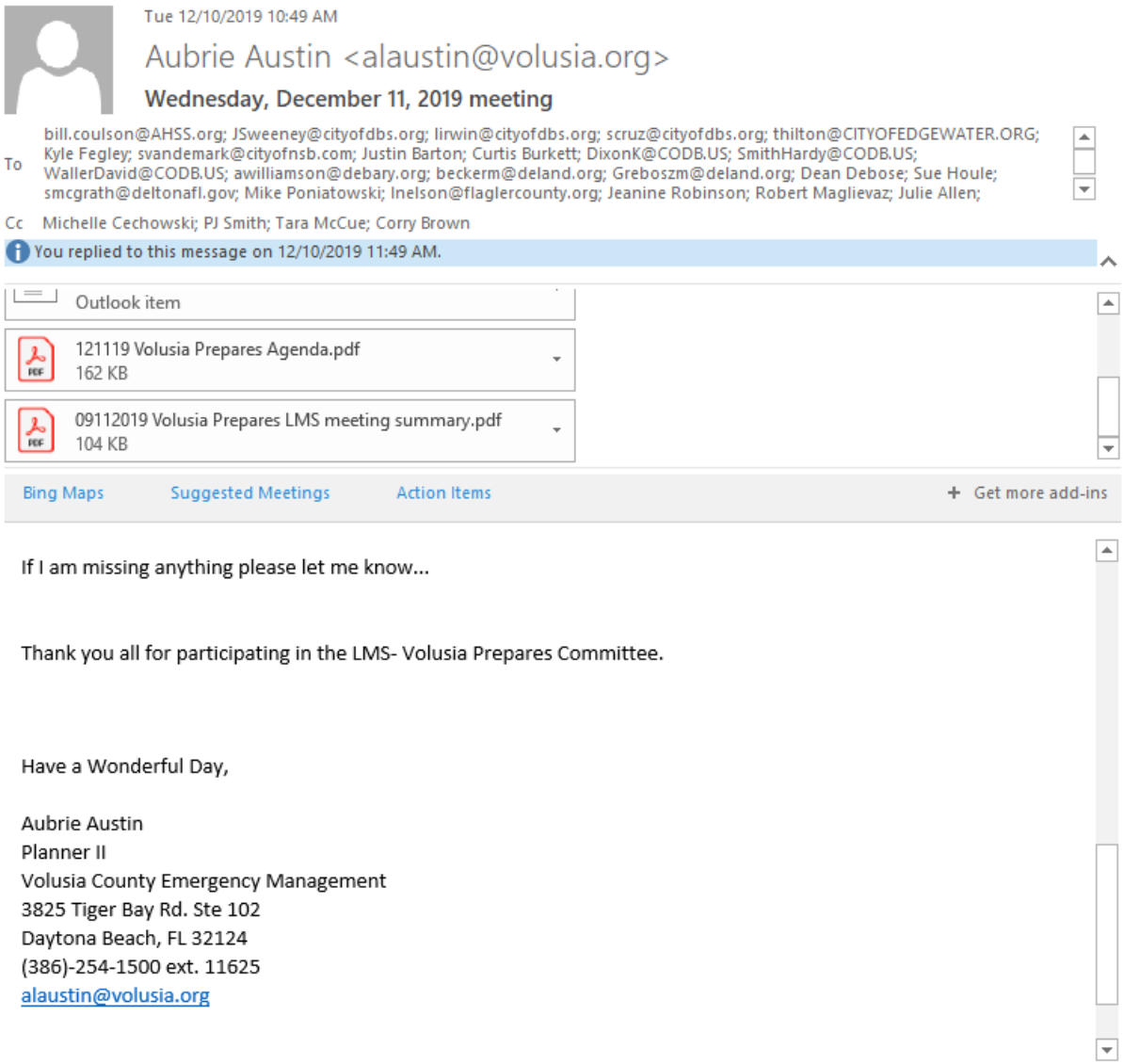
I hope everyone is having a stress-free December! Tomorrow at 9 A.M. is the last LMS meeting for 2019 and attached is the agenda, along with the meeting minutes from September.

There are a couple of items that I would like to bring to everyone's attention. The first is a project that the Regional Planning Council is working on with FDEP. They will be showing the project and talking about it at the meeting. For a preview the link is provided below. There is a questionnaire attached as well for feedback.

http://ecfrpc.maps.arcgis.com/apps/webappviewer/index.html?id=4174f376b173413a973103bbfc9a30e6
User Name: ecfrpc
Password: ecfrpc2015

The next item that will be discussed is the CDBG-MIT, which is in response to Hurricanes Hermine and Matthew. A draft plan has been created and there are 30 days to review it. The link is provided below.

Outreach Emails for LMS Meetings (12/11/2019 Meeting; part 2 of 2)



Tue 12/10/2019 10:49 AM

Aubrie Austin <alaustin@volusia.org>

Wednesday, December 11, 2019 meeting

To bill.coulson@AHSS.org; JSweeney@cityofdbs.org; lirwin@cityofdbs.org; scruz@cityofdbs.org; thilton@CITYOFEDGEWATER.ORG; Kyle Fegley; svandemark@cityofnsb.com; Justin Barton; Curtis Burkett; DixonK@CODB.US; SmithHardy@CODB.US; WallerDavid@CODB.US; awilliamson@debary.org; beckerm@deland.org; Greboszm@deland.org; Dean Debose; Sue Houle; smcgrath@deltonafl.gov; Mike Poniatowski; lnelson@flaglercounty.org; Jeanine Robinson; Robert Maglievaz; Julie Allen;

Cc Michelle Cechowski; PJ Smith; Tara McCue; Corry Brown

You replied to this message on 12/10/2019 11:49 AM.

Outlook item

121119 Volusia Prepares Agenda.pdf
162 KB

09112019 Volusia Prepares LMS meeting summary.pdf
104 KB

Bing Maps Suggested Meetings Action Items + Get more add-ins

If I am missing anything please let me know...

Thank you all for participating in the LMS- Volusia Prepares Committee.

Have a Wonderful Day,

Aubrie Austin
Planner II
Volusia County Emergency Management
3825 Tiger Bay Rd. Ste 102
Daytona Beach, FL 32124
(386)-254-1500 ext. 11625
alaustin@volusia.org

APPENDIX D: MEETING INFORMATION

Meeting Outreach Distribution List

To: Akin, Greg
To: Allen, Julie
To: Bailey, Howard
To: Baker, Claudia
To: Baker, Hank
To: Ball, Shannon
To: Barton, Justin
To: Becker, Maria
To: Boyer, Chris
To: Burkett, Curtis
To: Bythwood, Patricia
To: Cechowski, Michelle
To: Church, Nancy
To: Cisco, Tom
To: Coulson, William
To: Cruz, Stewart
To: Debose, Dean
To: Dixon, Kimberly
To: Evans, Kohn
To: Feaster, Karen
To: Fegley, Kyle
To: Fisher, Ashley
To: Fontaine, Arden
To: Gebo, Eric
To: Grebosz, Mike
To: Hamstra, David
To: Hemmerlein, Jill
To: Hilton, Tyna Lynn
To: Holmes, katie
To: Houle, Sue
To: Hutchinson, Denise
To: Irwin, Lory
To: Johnson, Abby
To: Juengst, Steven
To: Kamine, Charles
To: Kraft, John
To: Lasecki, Amanda
To: Lind, Kate
To: Long, Ronnie
To: Maglievaz, Robert
To: Maroney, Sean
To: McGrath, Scott
To: Mendez, Becky
To: Moisio, Loretta
To: Momberger, Margaret
To: Nelson, Laura
To: Osweiler, Mandy
To: Poniatowski, Mike
To: Rippey, Patty
To: Robinson, Jeanine
To: Saavedra, Leylah
To: Smith, Hardy
To: Spelorzi, Carmen
To: Spraker, Steven
To: Stockham, John
To: Sweeney, Joanne
To: Sylvester Alison
To: Ulrich, Michael
To: Vandemark, Shawn
To: Waller, David
To: Warriner, Sharon
To: Weedo, Becky
To: White, Pat
To: Williams, Bob
To: Williamson, Alan
To: Young, Ronald E.

APPENDIX E: CRITICAL FACILITY VULNERABILITY ASSESSMENT

This section of the Local Mitigation Strategy cross-references the locations of all critical facilities within Volusia County and its jurisdictions with environmental layers pertaining to the following hazard layers:

- Flood Zone
- Fire Risk Zone
- Storm Surge Zone
- Evacuation Zone
- Wind Risk
- Tornadoes (1950-2019)
- Sea Level Rise

There are approximately 363 critical facilities within Volusia County and its jurisdictions. The critical facilities covered in this report cover the following types of facilities.

- Administrative Buildings (non-city hall)
- Airports
- City Halls
- Elderly Care Facilities
- Emergency Operations Center (Volusia County EOC)
- Fire Stations
- Industrial Buildings
- Medical Facilities (clinics not included)
- Police Stations
- Schools and Colleges
- Utilities

Also covered in this section are **Water and Sewage Treatment Facilities**, **State Facilities** within flood zones, and **Lift Stations** as provided by county jurisdictions.

The tables on the following six pages depict the critical facilities, by jurisdiction and facility type, that are located within Volusia County, Florida. Each critical facility is cross-referenced with environmental hazard zones to depict risk for the natural hazards listed above.

APPENDIX E: CRITICAL FACILITY VULNERABILITY ASSESSMENT

Critical Facilities (Page 1)

Name of Facility	Address	Jurisdiction/Place	Fire Zone	Wind Zone	Surge Zone	Flood Zone
Air Cargo Building	401 INNOVATION WAY	Daytona Beach	Low Risk	101-105	None	
Aluma Shield of Daytona Beach	405 FENTRESS BLVD	Daytona Beach	Low Risk	96-100	None	
Animal Control	1250 INDIAN LAKE RD	Daytona Beach	Low Risk	101-105	None	
Beach Services	145 DUNLAWTON AV	Daytona Beach	Low Risk	101-105	Category 2	VE
Bonner Elementary School (Chiles Academy)	868 GEORGE w ENGRAM Blvd	Daytona Beach	Low Risk	101-105	Category 3	
Branch Jail	1300 RED JOHN DR	Daytona Beach	Low Risk	101-105	None	
Campbell Junior High School	625 S KEECH STREET	Daytona Beach	Low Risk	101-105	Category 3	
Communications Trailer	65 KEYTON DR	Daytona Beach	Low Risk	101-105	None	
Community Services - Veterans Services	1845 HOLSONBACK DR	Daytona Beach	Low Risk	96-100	None	
Correctional Facility	1354 INDIAN LAKE RD	Daytona Beach	Low Risk	101-105	None	
Cypress Street School	925 George W Engram Blvd	Daytona Beach	Low Risk	101-105	Category 3	AE
Daytona Beach 2	126 BOTEFUHR AV	Daytona Beach	Low Risk	101-105	Category 3	
Daytona Beach 4	1675 MASON AV	Daytona Beach	Very High Risk	101-105	None	
Daytona Beach 6	2020 BEVILLE RD	Daytona Beach	High Risk	101-105	None	AE
Daytona Beach 7	2545 LPGA BLVD	Daytona Beach	High Risk	96-100	None	
Daytona Beach City Hall	301 S RIDGEWOOD AV	Daytona Beach	Low Risk	101-105	Category 2	
Daytona Beach Fire Station #1	301 BEACH ST	Daytona Beach	Low Risk	101-105	Category 2	
Daytona Beach Fire Station #3	945 N HALIFAX AV	Daytona Beach	Low Risk	101-105	Category 4	
Daytona Beach Fire Station #5	627 N NOVA RD	Daytona Beach	Very High Risk	101-105	Category 3	
Daytona Beach Police Department Beachside Precinct	510 HARVEY ST	Daytona Beach	Low Risk	101-105	Category 3	
Daytona Beach Police Headquarters	129 VALOR BLVD	Daytona Beach	Very High Risk	96-100	None	
Daytona Beach Regional Airport	700 CATALINA DR	Daytona Beach	Low Risk	101-105	None	
Daytona Law Center - Public Defender	442 S BEACH ST	Daytona Beach	Low Risk	101-105	Category 1	
Daytona State College	1200 W INTL SPEEDWAY	Daytona Beach	Low Risk	101-105	None	
Deputy Stephen Saboda Training Center	3901 TIGER BAY RD	Daytona Beach	Low Risk	101-105	None	
Eastside Data Center	49 KEYTON DR	Daytona Beach	Low Risk	101-105	None	
Economic Development	700 CATALINA DR	Daytona Beach	Low Risk	101-105	None	
Embry Riddle Aeronautical University	1 Aerospace Blvd	Daytona Beach	Low Risk	101-105	None	
Emergency Management	3825 TIGER BAY RD	Daytona Beach	Low Risk	101-105	None	
Environmental Lab Health Department	1250 INDIAN LAKE RD	Daytona Beach	Low Risk	101-105	None	
Environmental Lab Trailer	1251 INDIAN LAKE RD	Daytona Beach	Low Risk	101-105	None	
Environmental Management	440 S BEACH ST	Daytona Beach	Low Risk	101-105	Category 2	
EOC Tower Site	49 KEYTON DR	Daytona Beach	Low Risk	101-105	None	
EOC-B	3820 OLD DELAND RD	Daytona Beach	Low Risk	101-105	None	
Facilities Building	3811 TIGER BAY RD	Daytona Beach	Low Risk	101-105	None	
Federal Bureau of Investigation	444 SEABREEZE BLVD STE 300	Daytona Beach	Low Risk	101-105	Category 3	
Fire Training Center 15	3889 TIGER BAY RD	Daytona Beach	Low Risk	101-105	None	
FL National Guard	405 BASIN ST	Daytona Beach	Low Risk	101-105	Category 2	
Fleet Management	1270 INDIAN LAKE RD	Daytona Beach	Low Risk	101-105	None	
FS - Daytona Beach International Airport (DBIA)	2316 BELLEVUE AV	Daytona Beach	Low Risk	101-105	None	
Fuel Site - Indian Lake Road	1336 INDIAN LAKE RD	Daytona Beach	Low Risk	101-105	None	
Halifax 11	1580 DERBYSHIRE RD	Daytona Beach	Very High Risk	96-100	None	
Halifax Health	303 N CLYDE MORRIS BLVD	Daytona Beach	Low Risk	101-105	None	
Health Department	1845 HOLSONBACK RD	Daytona Beach	Low Risk	96-100	None	
Health Department	421 S KEECH ST	Daytona Beach	Low Risk	101-105	Category 3	AE
Health Department	775 HARVEY STRICKLAND BLVD ST 110	Daytona Beach	High Risk	96-100	None	
Humana Hospital	1500 BEVILLE ROAD	Daytona Beach	Low Risk	101-105	None	
IT Telecommunications	49 KEYTON DR	Daytona Beach	Low Risk	101-105	None	
Mainland High School	1255 W INTL SPEEDWAY	Daytona Beach	Low Risk	101-105	None	
Mary Bethune Cookman University	640 Mary McLeod Bethune Blvd	Daytona Beach	Low Risk	101-105	Category 3	A
Medical Examiner	1360 INDIAN LAKE RD	Daytona Beach	Low Risk	101-105	None	

Critical Facilities (Page 2)

Name of Facility	Address	Jurisdiction/Place	Fire Zone	Wind Zone	Surge Zone	Flood Zone
Ocean Center	101 N ATLANTIC AV	Daytona Beach	Low Risk	101-105	Category 3	
S James Foxman Justice Center	251 N RIDGEWOOD AV	Daytona Beach	Low Risk	101-105	Category 2	
Sheriff - Information Technology	59 KEYTON DR	Daytona Beach	Low Risk	101-105	None	
Sheriff Operations / IT	1330 INDIAN LAKE RD	Daytona Beach	Low Risk	101-105	None	
Sheriff's Communication Center	3825 TIGER BAY RD	Daytona Beach	Low Risk	101-105	None	
SO - Airport Unit	700 CATALINA DR STE 110	Daytona Beach	Low Risk	101-105	None	
Tag & Title Office (West Concourse)	101 N ATLANTIC AV	Daytona Beach	Low Risk	101-105	Category 3	
Tiger Bay State Forest Office	4316 W INTL SPEEDWAY BLVD	Daytona Beach	Low Risk	96-100	None	A
Turie T. Small Elementary School	800 SOUTH STREET	Daytona Beach	Low Risk	101-105	Category 3	AE
Volusia County Beach Patrol	515 S Atlantic Ave	Daytona Beach	Low Risk	101-105	Category 4	
Volusia County Courthouse Annex	125 E ORANGE AV	Daytona Beach	Low Risk	101-105	Category 3	
Votran Bus Terminal / Parking Garage	699 EARL ST	Daytona Beach	Low Risk	101-105	Category 4	
Votran Transfer Plaza - Bus Terminal	207 DR MARY MCLEOD BETHUNE BLVD	Daytona Beach	Low Risk	101-105	Category 3	
Westside Elementary School	1210 JIMMY ANN DRIVE	Daytona Beach	Low Risk	101-105	None	
Community Center	3000 Bellemead Dr	Daytona Beach Shores	Low Risk	101-105	Category 4	
Daytona Beach Shores 77	3050 S ATLANTIC AV	Daytona Beach Shores	Low Risk	101-105	Category 4	
Daytona Beach Shores City Hall	2990 South Atlantic Ave	Daytona Beach Shores	Low Risk	101-105	Category 4	
Daytona Beach Shores Police Department	3050 S ATLANTIC AV	Daytona Beach Shores	Low Risk	101-105	Category 4	
Dunlawton Control Tower	3427 S ATLANTIC AV	Daytona Beach Shores	Low Risk	101-105	Category 1	VE
Public Safety	3050 South Atlantic Ave	Daytona Beach Shores	Low Risk	101-105	Category 4	
Public Works	11 Bellemead Dr	Daytona Beach Shores	Low Risk	101-105	Category 4	
Senior Center	3048 South Atlantic Ave	Daytona Beach Shores	Low Risk	101-105	Category 4	
City of DeBary City Hall	16 Colomba Road	DeBary	Very High Risk	96-100	None	
City of DeBary Town Hall	12 Colomba Road	DeBary	Very High Risk	96-100	None	
District 5 Sheriff's Office	79 S. Charles Richard Beall Blvd	DeBary	Very High Risk	96-100	None	
District 6 A-Debary Substation	79 S CHARLES R BEALL BLVD	DeBary	Very High Risk	96-100	None	
Fire Station 33	75 S. Charles Richard Beall Blvd	DeBary	Very High Risk	96-100	None	
Public Works Facility	199 Barwick Road	DeBary	Very High Risk	96-100	None	
Agriculture Center	3100 E NEW YORK AV	DeLand	High Risk	96-100	None	A
Airport Maintenance Fuel Depot	1777 LANGLEY AV	DeLand	Low Risk	96-100	None	
Airport Maintenance Main Building	1777 LANGLEY AV	DeLand	Low Risk	96-100	None	
Aviation/Special Services	951 SINGLETON DR	DeLand	Low Risk	96-100	None	
Chisholm Center Main Building	520 S CLARA AV	DeLand	Very High Risk	96-100	None	
Community Services - Teal Building	110 W RICH AV	DeLand	Low Risk	96-100	None	
DeLand City Hall	120 S FLORIDA AV	DeLand	Low Risk	96-100	None	
DeLand Civil / Court Services Unit	101 N ALABAMA	DeLand	Low Risk	96-100	None	
DeLand Train Station	2491 OLD NEW YORK AV	DeLand	Low Risk	96-100	None	
District 2	1706 S WOODLAND BLVD	DeLand	Very High Risk	96-100	None	
Env Health Field Office / Admin	121 W RICH AV	DeLand	Low Risk	96-100	None	
Evac Ambulance Station 10	2850 FIREHOUSE RD	DeLand	High Risk	96-100	None	
Evac Ambulance Station 2	1655 E TAYLOR RD	DeLand	Low Risk	96-100	None	
Evac Ambulance Station 5	257 W INTL SPEEDWAY BLVD	DeLand	Low Risk	96-100	None	
Fire Station 81	201 HOWRY AV	DeLand	Low Risk	96-100	None	
Fire Station 82	257 W INTL SPEEDWAY BLVD	DeLand	Low Risk	96-100	None	
Fire Station 83	1655 E TAYLOR RD	DeLand	Low Risk	96-100	None	
FL DOT District 5 Administration Center	719 S WOODLAND BLVD	DeLand	Low Risk	96-100	None	
FL Highway Patrol Troop D District 3	1551 E INTL SPEEDWAY BLVD	DeLand	Low Risk	96-100	None	
FL National Guard - Battery B 1-265	401 S ALABAMA AV	DeLand	Low Risk	96-100	None	
Glenwood 46	920 GLENWOOD RD	DeLand	High Risk	96-100	None	

Critical Facilities (Page 3)

Name of Facility	Address	Jurisdiction/Place	Fire Zone	Wind Zone	Surge Zone	Flood Zone
Historic Courthouse	125 W NEW YORK AV	DeLand	Very High Risk	96-100	None	
Information Technology	119 W INDIANA AV	DeLand	Very High Risk	96-100	None	
Kepler Ridge 42	1885 N KEPLER RD	DeLand	Very High Risk	96-100	None	
Leigh Matusick Airport Management Center	1000 FLIGHTLINE BLVD	DeLand	Low Risk	96-100	None	
Microcomputers	203 W RICH AV	DeLand	Low Risk	96-100	None	
Parks, Recreation, and Culture	202 N FLORIDA AV	DeLand	Low Risk	96-100	None	
Personnel Suite 62	230 N WOODLAND BLVD	DeLand	Low Risk	96-100	None	
Police Station	219 W HOWRY AV	DeLand	Low Risk	96-100	None	
Public Services Fuel Depot	1112 S GARFIELD AV	DeLand	Very High Risk	96-100	None	
Public Services Mechanics Bay and Sign Shop	1122 S GARFIELD AV	DeLand	Very High Risk	96-100	None	
R&B Barn 1 - NW Complex	2560 W SR 44	DeLand	Low Risk	96-100	None	
Risk Mgmt Suite 250	230 N WOODLAND BLVD	DeLand	Low Risk	96-100	None	
Road & Bridge Sign Shop	300 E NEW HAMPSHIRE AV	DeLand	Very High Risk	96-100	None	
Sanborn Center	751 S ALABAMA AV	DeLand	Low Risk	96-100	None	
So Administration / Central Records	123 W INDIANA AV	DeLand	Low Risk	96-100	None	
Spring Hill Community Resource Center	910 S ADELLE AV	DeLand	Low Risk	96-100	None	
Springs Lakes 32	2850 FIREHOUSE RD	DeLand	High Risk	96-100	None	
St Johns 45	2580 W NEW YORK AV	DeLand	Low Risk	96-100	None	
Stone Street Parks and Recreations Admin Building and Museum	230 N STONE ST	DeLand	Low Risk	96-100	None	
TCK Admin Center - DeLand	123 W INDIANA AV	DeLand	Low Risk	96-100	None	
Volusia County Courthouse	101 N ALABAMA AV	DeLand	Low Risk	96-100	None	
Volusia County Land Acquisition	123 W Indiana Avenue	DeLand	Low Risk	96-100	None	
Windrow Building	1101 S Amelia Ave	DeLand	Very High Risk	96-100	None	
Deleon Springs 41	5007 CENTRAL AV	Deleon Springs	Very High Risk	96-100	None	
Deleon Springs Forestry Station	5458 N US HWY 17	Deleon Springs	High Risk	96-100	None	
Deleon Springs Tower	1276 REYNOLDS RD	Deleon Springs	High Risk	96-100	None	
Community Training (FD)	1362 E LOMBARDY DR	Deltona	Low Risk	96-100	None	
Deltona 65	2983 HOWLAND BLVD	Deltona	High Risk	96-100	None	
Deltona 800 MHz Tower	201 HOWLAND BLVD	Deltona	High Risk	96-100	None	
Deltona City Hall/Municipial Complex	2345 PROVIDENCE BLVD	Deltona	High Risk	96-100	None	
Deltona Water Complex	255 ENTERPRISE RD	Deltona	Low Risk	96-100	None	
District 4 / Civil Daytona	1691 PROVIDENCE BLVD	Deltona	Low Risk	96-100	None	
Evac Ambulance Station 6	1236 SAXON BLVD	Deltona	Low Risk	96-100	None	
Fire Department Logistics Complex	1362 E LOMBARDY DR	Deltona	Low Risk	96-100	None	
Fire Station 61/Administration Building	1685 PROVIDENCE BLVD	Deltona	Low Risk	96-100	None	
Fire Station 62	320 DIAMOND ST	Deltona	Very High Risk	96-100	None	
Fire Station 63	2147 HOWLAND BLVD	Deltona	Very High Risk	96-100	None	
Fire Station 64	236 FT. SMITH BLVD	Deltona	Very High Risk	96-100	None	
Fire Station 65	2983 HOWLAND BLVD	Deltona	High Risk	96-100	None	
Health Department	3151 HOWLAND BLVD	Deltona	High Risk	96-100	None	
Public Works Facility	201 HOWLAND BLVD	Deltona	High Risk	96-100	None	
School Board - Vehicle Maintenance	2101 EUSTACE AV	Deltona	Very High Risk	96-100	None	
Wes Crile Gymnasium	1537 NORBERT TER	Deltona	Low Risk	96-100	None	
800 MHz Tower	135 ARTHUR AV	Edgewater	Very High Risk	101-105	Category 3	
Coronado Paint	308 OLD COUNTY ROAD	Edgewater	Very High Risk	101-105	Category 2	
Discovery Days Inst Of Learning	227 N RIDGEWOOD AVE	Edgewater	Very High Risk	101-105	Category 3	
Edgewater City Hall	104 N RIVERSIDE DR	Edgewater	Very High Risk	101-105	Category 2	
Edgewater Police Department	135 E PARK AVE	Edgewater	Very High Risk	101-105	Category 3	
Edgewater Public School	801 S OLD COUNTY ROAD	Edgewater	Very High Risk	101-105	Category 3	

Critical Facilities (Page 4)

Name of Facility	Address	Jurisdiction/Place	Fire Zone	Wind Zone	Surge Zone	Flood Zone
Edgewater Station 55	106 RHODE ISLAND ST	Edgewater	Very High Risk	101-105	Category 4	
Edgewater Station 57	2628 HIBISCUS DR	Edgewater	High Risk	101-105	Category 3	
Indian River Elementary School	650 ROBERTS ROAD	Edgewater	Low Risk	101-105	Category 4	
Little Explorers Montessori School	410 N RIDGEWOOD AVE	Edgewater	Very High Risk	101-105	Category 3	
Massey Ranch Airpark	635 AIR PARK ROAD	Edgewater	High Risk	101-105	Category 3	
Southeast Volusia Family YMCA	148 W TURGOT AV	Edgewater	Very High Risk	101-105	Category 3	
Indian Mound 34	1700 ENTERPRISE OSTEEN RD	Enterprise	High Risk	96-100	None	
City Hall Annex	1066 Ridgewood Avenue	Holly Hill	Low Risk	101-105	Category 3	
Daytona Beach General Hospital	1360 Ridgewood Avenue	Holly Hill	Low Risk	101-105	Category 3	
Evac East Side Hub - Ambulance Station 1	112 CARSWELL AV	Holly Hill	Low Risk	101-105	Category 3	
Evac Tower	112 CARSWELL AV	Holly Hill	Low Risk	101-105	Category 3	
Holly Hill 96	1020 DAYTONA AV	Holly Hill	Low Risk	101-105	Category 4	
Holly Hill City Hall	1065 RIDGEWOOD AV	Holly Hill	Low Risk	101-105	Category 4	
Holly Hill Police Department	1065 RIDGEWOOD AV	Holly Hill	Low Risk	101-105	Category 4	
Public Works Yard	453 LPGA BLvd	Holly Hill	Low Risk	101-105	Category 3	
R&B Barn 3 - NE Complex	455 WALKER ST	Holly Hill	Low Risk	101-105	Category 3	AE
SICA Hall	1065 Daytona Avenue	Holly Hill	Low Risk	101-105	Category 3	
YMCA	1046 Daytona Avenue	Holly Hill	Low Risk	101-105	Category 4	
Central Fellowship Christian Academy	E KICKLIGHTER RD	Lake Helen	Very High Risk	96-100	None	
Lake Helen City Hall	327 S LAKEVIEW DR	Lake Helen	Very High Risk	96-100	None	
Lake Helen Police Department	493 SOUTH LAKEVIEW DR	Lake Helen	Low Risk	96-100	None	
Lake Helen Station 35	630 W MAIN ST	Lake Helen	Very High Risk	96-100	None	
Volusia Pines Elementary School	500 E KICKLIGHTER ROAD	Lake Helen	Very High Risk	96-100	None	
Lake Harney 37	740 LAKE HARNEY WOODS BLVD	Mims	Low Risk	101-105	Category 4	
Air Traffic Control Tower	2100 Aero Circle	New Smyrna Beach	Low Risk	101-105	Category 3	
Airport Main Office	602 Skyline Dr	New Smyrna Beach	Low Risk	101-105	Category 2	
Babe James Community Center	201 N MYRTLE AV	New Smyrna Beach	Very High Risk	101-105	Category 2	
Coast Guard Station - Ponce Inlet	2999 N PENINSULA AV	New Smyrna Beach	Low Risk	101-105	Category 2	
Community Services - Veterans Services	717 CANAL ST	New Smyrna Beach	Very High Risk	101-105	Category 2	
District 5 / Civil	101 E CANAL ST	New Smyrna Beach	Low Risk	101-105	Category 2	
Evac Ambulance Station 7	534 N DIXIE FREEWAY	New Smyrna Beach	Very High Risk	101-105	Category 2	
Fire Station 50	1400 State Rd 44	New Smyrna Beach	Very High Risk	101-105	Category 2	
Fire Station 51, Emergency Operations Center	3151 State Rd 44	New Smyrna Beach	Low Risk	101-105	None	
Fire Station 52	500 E. 3rd Ave	New Smyrna Beach	Low Risk	101-105	Category 2	
Fire Station 53	238 Industrial Park Ave	New Smyrna Beach	Low Risk	101-105	Category 3	
Health Department	717 CANAL ST	New Smyrna Beach	Very High Risk	101-105	Category 2	
Lifeguard Station	207 BUENOS AIRES ST	New Smyrna Beach	Low Risk	101-105	Category 3	VE
Live Oak Gym	1000 LIVE OAK ST	New Smyrna Beach	Low Risk	101-105	Category 3	
Maintenance operations facility	124 Industrial Park Ave	New Smyrna Beach	Low Risk	101-105	Category 3	
Mosquito Control	1600 AVIATION CENTER PKWY	New Smyrna Beach				
Mosquito Control	801 SOUTH ST	New Smyrna Beach	Low Risk	101-105	Category 3	
New Smyrna Beach City Hall	210 Sams Ave	New Smyrna Beach	Low Risk	101-105	Category 2	
New Smyrna Beach Police Department	246 Industrial Park Ave	New Smyrna Beach	Low Risk	101-105	Category 3	
New Smyrna Beach Site	121 WALLACE RD	New Smyrna Beach	Very High Risk	101-105	Category 2	AE
New Smyrna Station	291 BUENOS AIRES ST	New Smyrna Beach	Low Risk	101-105	Category 3	VE
R&B Barn 4 - SE Complex	530 N DIXIE FREEWAY	New Smyrna Beach	Very High Risk	101-105	Category 2	
South Beach 21	4840 S ATLANTIC AV	New Smyrna Beach	High Risk	101-105	Category 2	
Turnbull 23	1850 PIONEER TR	New Smyrna Beach	Very High Risk	101-105	Category 2	
Volusia County Courthouse Annex	124 N RIVERSIDE DR	New Smyrna Beach	Low Risk	101-105	Category 2	

Critical Facilities (Page 5)

Name of Facility	Address	Jurisdiction/Place	Fire Zone	Wind Zone	Surge Zone	Flood Zone
Dalphonse Ranch Airport	3533 IRISH LANE	Oak Hill	High Risk	101-105	Category 3	A
Oak Hill Christian Academy	159 N GAINES STREET	Oak Hill	Very High Risk	101-105	Category 4	
Oak Hill City Hall	234 S US HWY 1	Oak Hill	Very High Risk	101-105	Category 4	
Oak Hill Elementary School	RIDGE ROAD	Oak Hill	Very High Risk	101-105	None	
Oak Hill Police Department / SO	234 S US HWY 1	Oak Hill	Very High Risk	101-105	Category 4	
Oak Hill Public Works	234 S US HWY 1	Oak Hill	Very High Risk	101-105	Category 4	
Oak Hill Station 22	213 N US HWY 1	Oak Hill	Low Risk	101-105	Category 3	
Deltona Memorial	1055 Saxon Blvd	Orange City	Low Risk	96-100	None	
Evac West Side Hub - Old Station 31	1970 S VOLUSIA AV	Orange City	Very High Risk	96-100	None	
Industrial Drive Station	259 INDUSTRIAL DRIVE	Orange City	Very High Risk	96-100	None	
Manatee Cove Elementary School	734 W OHIO AVENUE	Orange City	High Risk	96-100	None	
Orange City City Hall	205 E GRAVES AVE	Orange City	Very High Risk	96-100	None	
Orange City Elementary School	555 E UNIVERSITY AVENUE	Orange City	Low Risk	96-100	None	
Orange City Police Department	225 N HOLLY AVE	Orange City	Low Risk	96-100	None	
Orange City Site	1201 S LEAVITT AV	Orange City	Very High Risk	96-100	None	
Orange City Station 67	215 N HOLLY AV	Orange City	Low Risk	96-100	None	
Orange City Station 68	743 HARLEY STRICKLAND BV	Orange City	High Risk	96-100	None	
Orange City University High School	1000 W RHODE ISLAND AVE	Orange City	High Risk	96-100	None	
Orange City Utilities	426 S VOLUSIA AVENUE	Orange City	Very High Risk	96-100	None	
Property Appraisers Office	113 CANAL ST	Orange City	Low Risk	101-105	Category 2	
Property Appraisers Office	2742 ENTERPRISE RD	Orange City	Low Risk	96-100	None	
River Springs Middle School	900 W OHIO AVENUE	Orange City	High Risk	96-100	None	
Tag & Title Office	2744 ENTERPRISE RD	Orange City	Low Risk	96-100	None	
VCFS Logistics	1970 S VOLUSIA AV	Orange City	Very High Risk	96-100	None	
Wava Hall Senior Center	200 N HOLLY AV	Orange City	Very High Risk	96-100	None	
Avante at Ormond Beach	170 NORTH KINGS RD	Ormond Beach	Very High Risk	96-100	Category 3	
Bet Sefer Heritage School	55 N WASHINGTON ST	Ormond Beach	Very High Risk	101-105	Category 3	
Bridgeview Center	350 S RIDGEWOOD AVE	Ormond Beach	Very High Risk	101-105	Category 5	
Calvary Christian Academy	1687 W GRENADA BLVD	Ormond Beach	Low Risk	96-100	None	
Clare Bridge	240 INTERCHANGE BLVD	Ormond Beach	High Risk	96-100	None	
Coquina Center	170 NORTH CENTER ST	Ormond Beach	Very High Risk	101-105	Category 3	
Crown Castle USA	123 N ORCHARD ST	Ormond Beach	Very High Risk	101-105	Category 3	
District 3	1435 US HWY 1 STE D-3	Ormond Beach	Very High Risk	96-100	None	
Evergreen	720 SANTA ANA AVE	Ormond Beach	Very High Risk	101-105	Category 3	
Florida Production Engineering	2 E TOWER CIR	Ormond Beach	Low Risk	96-100	None	
Golden Abbey	1410 HAND AVE	Ormond Beach	Low Risk	96-100	None	
Grace Academy	1060 W GRENADA BLVD	Ormond Beach	Very High Risk	96-100	None	
Grand Villa of Ormond	535 NORTH NOVA RD	Ormond Beach	Very High Risk	96-100	Category 3	
Halifax Plantation 16	3935 OLD DIXIE HWY	Ormond Beach	High Risk	96-100	None	
Halifax Station 13	15 SOUTHLAND RD	Ormond Beach	High Risk	96-100	Category 5	
Hawaiian Tropic (Playtex Mfg)	1190 N US HWY 1	Ormond Beach	Low Risk	96-100	Category 4	
Homac Manufacturing	1 AVIATOR WAY	Ormond Beach	High Risk	96-100	None	
Hudson Tool and Die	1327 US 1 NORTH	Ormond Beach	Very High Risk	96-100	None	
Kozy Korner	605 ORCHARD AVE	Ormond Beach	Very High Risk	101-105	Category 3	
Lowe's	1340 W GRANADA BV	Ormond Beach	High Risk	96-100	None	
NC Control Tower	1665 OCEAN SHORE BLVD	Ormond Beach	No Risk	101-105	Category 3	VE
North Peninsula 14	1716 ATLANTIC AV	Ormond Beach	Very High Risk	101-105	Category 3	
Office Modular - Tomoka State Park	2099 N. Beach Street	Ormond Beach	High Risk	101-105	Category 4	
Ormond Beach City Hall	22 S BEACH ST	Ormond Beach	Very High Risk	101-105	Category 3	

Critical Facilities (Page 6)

Name of Facility	Address	Jurisdiction/Place	Fire Zone	Wind Zone	Surge Zone	Flood Zone
Ormond Beach Elementary School	100 CORBIN AVENUE	Ormond Beach	Very High Risk	101-105	Category 4	
Ormond Beach Memorial Hospital	305 MEMORIAL MED PWY	Ormond Beach	Low Risk	96-100	None	
Ormond Beach Middle School	151 DOMICILIO AVENUE	Ormond Beach	Very High Risk	101-105	Category 3	
Ormond Beach Municipial Airport	770 AIRPORT ROAD	Ormond Beach	High Risk	96-100	Category 5	
Ormond Beach Police Department	170 W GRANADA BLVD	Ormond Beach	Low Risk	101-105	Category 4	
Ormond Beach Public Works	501 NORTH ORCHARD ST	Ormond Beach	Very High Risk	101-105	Category 3	
Ormond Beach Station 91	364 S ATLANTIC AV	Ormond Beach	Low Risk	101-105	Category 3	
Ormond Beach Station 92	189 S NOVA RD	Ormond Beach	Very High Risk	96-100	None	
Ormond Beach Station 93	300 WILMETTE AVE	Ormond Beach	Low Risk	101-105	Category 3	
Ormond Beach Station 94	2301 AIRPORT RD	Ormond Beach	High Risk	96-100	None	
Ormond Control Tower	301 CARDINAL DR	Ormond Beach	No Risk	101-105	Category 2	VE
Ormond In The Pines	101 CLYDE MORRIS BV	Ormond Beach	Very High Risk	96-100	None	
Ormond Station	301 CARDINAL DR	Ormond Beach	No Risk	101-105	Category 2	VE
Osceola Elementary School	100 OSCEOLA AVENUE	Ormond Beach	Low Risk	101-105	Category 3	
Pace Center For Girls	208 CENTRAL AVENUE	Ormond Beach	Very High Risk	101-105	Category 3	
Pathways Elementary School	2100 AIRPORT ROAD	Ormond Beach	High Risk	96-100	None	
Pine Trail Elementary School	300 AIRPORT ROAD	Ormond Beach	High Risk	96-100	None	
Prestige Gunite	1229 N US HWY 1	Ormond Beach	Very High Risk	96-100	None	
Restroom/Picnic Shelter -Nocorroco-Tomoka	2099 N BEACH STREET	Ormond Beach	High Risk	101-105	Category 4	
Rinker Materials Corporation	350 W GRANADA BLVD	Ormond Beach	Low Risk	101-105	Category 3	AE
Riverbend Academy	2080 W GRENADA BLVD	Ormond Beach	Low Risk	96-100	None	
Seasons By Riviera	515 TOMOKA AVE	Ormond Beach	Very High Risk	101-105	Category 3	
Signature Healthcare	103 CLYDE MORRIS BV	Ormond Beach	Very High Risk	96-100	None	
Southland Suites of Ormond	550 WILMETTE AVE	Ormond Beach	Very High Risk	101-105	Category 3	AE
St Brendan School	1000 OCEAN SHORE BV	Ormond Beach	Very High Risk	101-105	Category 3	
St James Episcopal School	38 S HALIFAX DRIVE	Ormond Beach	Very High Risk	101-105	Category 4	
Sunrise Aviation	740 AIRPORT RD	Ormond Beach	High Risk	96-100	Category 5	
Temple Beth Elementary School	579 N NOVA ROAD	Ormond Beach	High Risk	96-100	Category 4	
Tomoka Elementary School	999 OLD TOMOKA ROAD	Ormond Beach	Very High Risk	96-100	None	
Tymber Creek Utilites	1951 W GRENADA BLVD	Ormond Beach	Very High Risk	96-100	None	
Visitor Program Building - Tomoka Springs	2099 N BEACH STREET	Ormond Beach	High Risk	101-105	Category 4	
Wellington Place By the Sea	1050 OCEAN SHORE BV	Ormond Beach	Very High Risk	101-105	Category 4	
Osteen 36	180 N SR 415	Osteen	High Risk	96-100	None	
R&B Barn 2 - SW Complex	200 N SR 415	Osteen	High Risk	96-100	None	
R&B Barn 2 - Votran Parking	200 N SR 415	Osteen	High Risk	96-100	None	
Pierson	816 HAGSTROM RD	Pierson	High Risk	96-100	None	
Pierson City Hall	106 N CENTER ST	Pierson	Very High Risk	96-100	None	
Pierson Elementary Replacement	700 N Center St	Pierson	Low Risk	96-100	None	
Pierson Elementary School	1 W 1ST AVENUE	Pierson	Very High Risk	96-100	None	
Pierson Municipial Airport	106 N CENTER STREET	Pierson	Very High Risk	96-100	None	
Pierson Station 44	132 N FOUNTAIN DR	Pierson	Very High Risk	96-100	None	
Rima Ridge 18	500 RODEO RD	Pierson	Low Risk	96-100	None	
Taylor Middle-High School	100 E WASHINGTON AVE	Pierson	Low Risk	96-100	None	
Fire Department Headquarters	4860 S Peninsula Ave	Ponce Inlet	High Risk	101-105	Category 2	
Inlet Harbor Hazmat Facility	133 Inlet Harbor Road	Ponce Inlet	No Risk	101-105	Category 1	AE
Marine Science Center	5000 S ATLANTIC AV	Ponce Inlet	High Risk	101-105	Category 2	
Ponce Inlet 78	4680 S PENINSULA DR	Ponce Inlet	High Risk	101-105	Category 2	
Ponce Inlet Control Tower	ON BEACH	Ponce Inlet	Low Risk	101-105	Category 3	VE
Ponce Inlet Police Department	4301 S PENINSULA DR	Ponce Inlet	Low Risk	101-105	Category 2	

Critical Facilities (Page 7)

Name of Facility	Address	Jurisdiction/Place	Fire Zone	Wind Zone	Surge Zone	Flood Zone
Ponce Inlet Town Hall	4300 S Atlantic Ave	Ponce Inlet	Low Risk	101-105	Category 4	
Academy of Martial Arts, Inc.	220 CHARLES ST	Port Orange	Low Risk	101-105	Category 1	AE
Adult Activity Center	4790 RIDGEWOOD AV	Port Orange	Low Risk	101-105	Category 2	
Atlantic High School	1250 REED CANAL ROAD	Port Orange	Very High Risk	101-105	None	
Bayside Care Center	3778 MAPLE GROVE CT.	Port Orange	Very High Risk	101-105	None	
Brookdale Yorktowne (formerly Emeritus at Port Orange)	1675 Dunlawton Ave.	Port Orange	Very High Risk	101-105	None	
Canal View Rest Home	864 CANALVIEW BLVD.	Port Orange	Low Risk	101-105	Category 2	
City Gymnasium - Parks Administration	4655 CITY CENTER CIR	Port Orange	Very High Risk	101-105	None	
Commonwealth Christian Academy	5231 S NOVA ROAD	Port Orange	Low Risk	101-105	Category 3	
Coquina Cove Assisted Living	3739 SUNRISE OAKS DR.	Port Orange	High Risk	101-105	None	
Country Manor Assisted Living & Retirement Home LL	1152 OLD HAMMOCK RD.	Port Orange	Very High Risk	101-105	Category 4	
COUNTRYSIDE CARE CENTER	710 PINE FOREST TRL.	Port Orange				
Countryside Lakes	941 Village Trail	Port Orange	Low Risk	101-105	Category 4	
Creekside Middle School	6801 AIRPORT ROAD	Port Orange	Low Risk	101-105	None	
Cypress Creek Elementary School	6100 S WILLIAMSON BLVD	Port Orange	High Risk	101-105	Category 4	
D'Manila Garden, Inc.	316 Moss Avenue	Port Orange	Low Risk	101-105	Category 3	
Fran's Elderly Care	1309 ALCORN RD.	Port Orange	Very High Risk	101-105	None	
Fuel Site - Tomoka Landfill	1990 TOMOKA FARMS RD	Port Orange	Low Risk	101-105	None	
Grace Manor Assisted Living & Memory Care	1321 Herbert Street	Port Orange	Very High Risk	101-105	None	
Halifax Health Medical Center - Port Orange	1041 Dunlawton Ave	Port Orange	Low Risk	101-105	Category 3	
Harbour Oaks Elderly Care	158 FARMBROOK AVE.	Port Orange	Low Risk	101-105	Category 3	
Horizon Elementary School	4751 HIDDEN LAKE DR	Port Orange	Very High Risk	101-105	None	
Manila Home Care	5463 LANDIS AVE.	Port Orange	Low Risk	101-105	Category 2	
Open Arms ALF Care Center	401 ORANGE AVE.	Port Orange	Low Risk	101-105	Category 3	
Pathways Early Learning Center	3749 S NOVA ROAD	Port Orange	Low Risk	101-105	Category 3	
Pheasant Paradise	799 Pheasant Run Court	Port Orange	Very High Risk	101-105	None	
Port Orange City Hall	1000 CITY CENTER CIR	Port Orange	Very High Risk	101-105	None	
Port Orange Elementary School	402 DUNLAWTON AVENUE	Port Orange	Low Risk	101-105	Category 3	
Port Orange Endoscopy & Surgery Ctr Inc.	1185 Dunlawton Avenue	Port Orange	Very High Risk	101-105	Category 4	
Port Orange Family YMCA	4701 CITY CENTER PKWY	Port Orange	Very High Risk	101-105	None	
Port Orange Nursing and Rehab Center	5600 Victoria Gardens Blvd.	Port Orange	Very High Risk	101-105	None	
Port Orange Police Department	4545 CLYDE MORRIS	Port Orange	Very High Risk	101-105	None	
Port Orange Public Works	407 VIRGINIA AV	Port Orange	Low Risk	101-105	Category 3	
Port Orange Regional Communication Center	1395 DUNLAWTON AV	Port Orange	Very High Risk	101-105	None	
Port Orange Station 71	4200 RIDGEWOOD AVE	Port Orange	Low Risk	101-105	Category 2	
Port Orange Station 72	6027 CENTRAL PARK BLVD	Port Orange	Very High Risk	101-105	Category 3	
Port Orange Station 73	1090 CITY CENTER BLVD	Port Orange	Low Risk	101-105	None	
Port Orange Station 74	6701 AIRPORT RD	Port Orange	Low Risk	101-105	None	
Port Orange Station 75	1701 TOWN WEST BLVD	Port Orange	High Risk	101-105	None	
Portside Care Center	3832 LONG GROVE LANE	Port Orange	Very High Risk	101-105	None	
Senior Center	3738 HALIFAX DR	Port Orange	Low Risk	101-105	Category 2	AE
Silver Sands Middle School	1300 HERBERT STREET	Port Orange	Very High Risk	101-105	Category 5	
Spruce Creek 12	1979 TAYLOR RD	Port Orange	High Risk	101-105	Category 4	
Spruce Creek Assisted Living Facility, Inc.	5953 Broken Bow Lane	Port Orange	Very High Risk	101-105	Category 4	
Spruce Creek Elementary School	642 TAYLOR ROAD	Port Orange	Very High Risk	101-105	Category 4	
Spruce Creek High School	801 TAYLOR ROAD	Port Orange	Very High Risk	101-105	None	
Station WNTV936	4801 CITY CENTER DR	Port Orange	Very High Risk	101-105	None	
Sterling House of Port Orange	955 Village Trail	Port Orange	Low Risk	101-105	Category 4	
Sugar Mill Elementary School	1101 CHARLES STREET	Port Orange	Low Risk	101-105	Category 3	

Critical Facilities (Page 8)

Name of Facility	Address	Jurisdiction/Place	Fire Zone	Wind Zone	Surge Zone	Flood Zone
Sweetwater Elementary School	5800 VICTORIA GARDENS BV	Port Orange	Very High Risk	101-105	None	
Twin Acres Rest Home	1155 BUTTERMILK LN.	Port Orange	Very High Risk	101-105	None	
WORC, Inc.	1231 Edna Drive	Port Orange	Very High Risk	101-105	None	
AT&T Cellular One Port Orange	1133 3 STREET	South Daytona	Low Risk	101-105	Category 3	
Intl Academy of Hair Design	2550 S RIDGEWOOD AVE	South Daytona	Low Risk	101-105	Category 3	
James Park Youth Activity Center	1700 JAMES ST	South Daytona	Low Risk	101-105	Category 3	
Piggotte Community Center	504 BIG TREE RD	South Daytona	Low Risk	101-105	Category 3	
Richard Milburn Academy East	1025 MASON AVENUE	South Daytona	Very High Risk	101-105	Category 3	
Rinker Materials Corp - Daytona	2900 S RIDGEWOOD AVE	South Daytona	Low Risk	101-105	Category 2	
South Daytona City Hall	1672 S RIDGEWOOD AVE	South Daytona	Low Risk	101-105	Category 3	
South Daytona Elementary School	600 ELIZABETH PLACE	South Daytona	Low Risk	101-105	Category 2	
South Daytona Fire Station	1672 S RIDGEWOOD AV	South Daytona	Low Risk	101-105	Category 3	
South Daytona Fire Station NO 2 / Warehosue	2107 BRIAN AV	South Daytona	Low Risk	101-105	Category 2	A
South Daytona Police Department	1672 S RIDGEWOOD AV	South Daytona	Low Risk	101-105	Category 3	
South Daytona Station 98	1672 S RIDGEWOOD AVE	South Daytona	Low Risk	101-105	Category 3	
Votran	950 BIG TREE RD	South Daytona	Low Risk	101-105	Category 2	
Warner Christian Academy School	1730 S RIDGEWOOD AVE	South Daytona	Low Risk	101-105	Category 3	

Critical Facilities by Jurisdiction

The table below is a count of critical facilities separated by jurisdiction within the county. The status of incorporation of the jurisdiction is also listed.

Critical Facilities By Jurisdiction		
Jurisdiction	**Number**	**Incorporation Status**
Daytona Beach	65	Incorporated
Daytona Beach Shores	8	Incorporated
DeBary	6	Incorporated
DeLand	44	Incorporated
DeLeon Springs	3	Census Designated Place
Deltona	17	Incorporated
Edgewater	12	Incorporated
Enterprise	1	Census Designated Place
Holly Hill	11	Incorporated
Lake Helen	5	Incorporated
Mims	1	Unincorporated Community
New Smyrna Beach	25	Incorporated
Oak Hill	7	Incorporated
Orange City	18	Incorporated
Ormond Beach	56	Incorporated
Osteen	3	Unincorporated Community
Pierson	8	Incorporated
Ponce Inlet	7	Incorporated
Port Orange	52	Incorporated
South Daytona	14	Incorporated

Critical Facilities within Surge Zones

The following table is a count of all critical facilities within the county that would be at risk of flooding based on the category of the potential hurricane.

Critical Facilities Within Surge Zones	
Surge Status	**Number of Facilities**
Within Category 1	4
Within Category 2	39
Within Category 3	80
Within Category 4	39
Within Category 5	5
Not Within Any Storm Surge	193

Water and Sewage Treatment Facilities

The following pages list the water and sewage treatment facilities located in Volusia County, along with their respective hazard zones.

Facility Name	Latitude	Longitude	Type	Flood Zone	Fire Zone	Storm Surge Zone	Wind Zone
FL0025984	29.195	81.001	Sewage Treatment	Zone AE	No Risk	Category 1	101-105 mph
FLA011177	28.924	80.872	Sewage Treatment	X - 500 yr	High Risk	Category 4	101-105 mph
FL0020532	29.288	81.073	Sewage Treatment	Zone AE	High Risk	Category 4	101-105 mph
FLA011128	28.908	81.325	Sewage Treatment	X - 500 yr	High Risk	None	96-100 mph
FLA011118	28.929	81.286	Sewage Treatment	X - 500 yr	High Risk	None	96-100 mph
FLA011179	29.25	81.117	Sewage Treatment	X - 500 yr	Low Risk	None	96-100 mph
FL0020559	29.136	80.994	Sewage Treatment	X - 500 yr	Low Risk	Category 3	101-105 mph
FL0020133	29.03	80.917	Sewage Treatment	Zone AE	Low Risk	Category 2	101-105 mph
FL0027677	29.24	81.044	Sewage Treatment	Zone AE	Low Risk	Category 4	101-105 mph
FLA011139	29.175	81.111	Sewage Treatment	X - 500 yr	Low Risk	None	101-105 mph
FLA011109	29.083	81.043	Sewage Treatment	X - 500 yr	Very High Risk	Category 4	101-105 mph
FL0024546	28.874	81.251	Sewage Treatment	X - 500 yr	Very High Risk	None	96-100 mph
FLA011193	29.265	81.127	Sewage Treatment	X - 500 yr	Very High Risk	None	96-100 mph
FLA011188	29.383	81.083	Sewage Treatment	X - 500 yr	Very High Risk	Category 5	101-105 mph
FL0021431	28.973	80.915	Sewage Treatment	X - 500 yr	Very High Risk	Category 3	101-105 mph
FLA011132	29.083	81.325	Sewage Treatment	X - 500 yr	Very High Risk	None	96-100 mph
FL0020303	29.009	81.298	Sewage Treatment	X - 500 yr	Very High Risk	None	96-100 mph
FLA011121	28.916	81.25	Sewage Treatment	X - 500 yr	Very High Risk	None	96-100 mph
SOUTHERN STATES UTIL	28.922	81.19	Water Treatment	Zone AE	No Risk	None	96-100 mph
SEM. CO/HEATHROW SYS	28.786	81.012	Water Treatment	Zone AE	No Risk	None	101-105 mph
SEM. CO/HEATHROW SYS	28.786	81.012	Water Treatment	Zone AE	No Risk	None	101-105 mph
MCINNIS ELEMENTARY	29.127	81.352	Water Treatment	X - 500 yr	High Risk	None	96-100 mph
LAKE BERESFORD	29.01	81.345	Water Treatment	X - 500 yr	High Risk	None	96-100 mph
WEST VOLUSIA INTERCO	28.897	81.311	Water Treatment	X - 500 yr	High Risk	None	96-100 mph
WEST VOLUSIA INTERCO	28.897	81.311	Water Treatment	X - 500 yr	High Risk	None	96-100 mph
WEST VOLUSIA INTERCO	28.903	81.29	Water Treatment	X - 500 yr	High Risk	None	96-100 mph
WEST VOLUSIA INTERCO	28.903	81.29	Water Treatment	X - 500 yr	High Risk	None	96-100 mph
ORANGE CITY UTILITIE	28.953	81.272	Water Treatment	X - 500 yr	High Risk	None	96-100 mph
ORANGE CITY UTILITIE	28.957	81.269	Water Treatment	X - 500 yr	High Risk	None	96-100 mph
ORANGE CITY UTILITIE	28.957	81.269	Water Treatment	X - 500 yr	High Risk	None	96-100 mph
SOUTHERN STATES UTIL	28.929	81.254	Water Treatment	X - 500 yr	High Risk	None	96-100 mph
ORANGE CITY UTILITIE	28.933	81.25	Water Treatment	X - 500 yr	High Risk	None	96-100 mph
ORANGE CITY UTILITIE	28.933	81.25	Water Treatment	X - 500 yr	High Risk	None	96-100 mph
DELTONA NORTH	28.941	81.244	Water Treatment	X - 500 yr	High Risk	None	96-100 mph
DELTONA NORTH	28.941	81.244	Water Treatment	X - 500 yr	High Risk	None	96-100 mph
SOUTHERN STATES UTIL	28.939	81.224	Water Treatment	X - 500 yr	High Risk	None	96-100 mph
LAKE HELEN WATER DEP	28.984	81.222	Water Treatment	X - 500 yr	High Risk	None	96-100 mph
SOUTHERN STATES UTIL	28.941	81.18	Water Treatment	X - 500 yr	High Risk	None	96-100 mph
SOUTHERN STATES UTIL	28.941	81.18	Water Treatment	X - 500 yr	High Risk	None	96-100 mph
KOVE ESTATES ASSOCIA	28.845	81.173	Water Treatment	Zone A	High Risk	None	96-100 mph
TOMOKA VIEW ESTATES	29.263	81.129	Water Treatment	X - 500 yr	High Risk	None	96-100 mph
TOMOKA VIEW ESTATES	29.263	81.129	Water Treatment	X - 500 yr	High Risk	None	96-100 mph
SCOTTISH INN	29.333	81.127	Water Treatment	X - 500 yr	High Risk	None	96-100 mph
SUGAR MILL COUNTRY C	29.04	80.978	Water Treatment	X - 500 yr	High Risk	Category 5	101-105 mph
SUGAR MILL COUNTRY C	29.04	80.978	Water Treatment	X - 500 yr	High Risk	Category 5	101-105 mph
SUGAR MILL COUNTRY C	29.04	80.978	Water Treatment	X - 500 yr	High Risk	Category 5	101-105 mph
SUGAR MILL COUNTRY C	29.04	80.978	Water Treatment	X - 500 yr	High Risk	Category 5	101-105 mph
NEW SMYRNA BEACH, CI	28.994	80.962	Water Treatment	X - 500 yr	High Risk	Category 5	101-105 mph
NEW SMYRNA BEACH, CI	28.994	80.962	Water Treatment	X - 500 yr	High Risk	Category 5	101-105 mph
NEW SMYRNA BEACH, CI	28.994	80.962	Water Treatment	X - 500 yr	High Risk	Category 5	101-105 mph
NEW SMYRNA BEACH, CI	28.994	80.962	Water Treatment	X - 500 yr	High Risk	Category 5	101-105 mph
NEW SMYRNA BEACH, CI	28.994	80.962	Water Treatment	X - 500 yr	High Risk	Category 5	101-105 mph
NEW SMYRNA BEACH, CI	28.994	80.962	Water Treatment	X - 500 yr	High Risk	Category 5	101-105 mph

Water and Sewage Treatment Facilities, Page 2

Facility Name	Latitude	Longitude	Type	Flood Zone	Fire Zone	Storm Surge Zone	Wind Zone
HACIENDA DEL RIO	28.925	80.886	Water Treatment	X - 500 yr	High Risk	Category 4	101-105 mph
HACIENDA DEL RIO	28.925	80.886	Water Treatment	X - 500 yr	High Risk	Category 4	101-105 mph
HACIENDA DEL RIO	28.925	80.886	Water Treatment	X - 500 yr	High Risk	Category 4	101-105 mph
HACIENDA DEL RIO	28.927	80.88	Water Treatment	Zone A	High Risk	Category 4	101-105 mph
HACIENDA DEL RIO	28.927	80.88	Water Treatment	Zone A	High Risk	Category 4	101-105 mph
HACIENDA DEL RIO	28.927	80.88	Water Treatment	Zone A	High Risk	Category 4	101-105 mph
HACIENDA DEL RIO	28.926	80.876	Water Treatment	Zone A	High Risk	Category 4	101-105 mph
HACIENDA DEL RIO	28.926	80.876	Water Treatment	Zone A	High Risk	Category 4	101-105 mph
HACIENDA DEL RIO	28.926	80.876	Water Treatment	Zone A	High Risk	Category 4	101-105 mph
SOUTH WATER FRONT PA	28.908	80.87	Water Treatment	X - 500 yr	High Risk	Category 3	101-105 mph
SOUTH WATER FRONT PA	28.908	80.87	Water Treatment	X - 500 yr	High Risk	Category 3	101-105 mph
SOUTH WATER FRONT PA	28.908	80.87	Water Treatment	X - 500 yr	High Risk	Category 3	101-105 mph
SOUTH WATER FRONT PA	28.908	80.87	Water Treatment	X - 500 yr	High Risk	Category 3	101-105 mph
SOUTH WATER FRONT PA	28.908	80.87	Water Treatment	X - 500 yr	High Risk	Category 3	101-105 mph
CAMP WINONA	29.179	81.341	Water Treatment	X - 500 yr	Low Risk	None	96-100 mph
BLUE SPRINGS STATE P	28.952	81.335	Water Treatment	X - 500 yr	Low Risk	None	96-100 mph
DELAND, CITY OF	29.032	81.324	Water Treatment	X - 500 yr	Low Risk	None	96-100 mph
DELAND, CITY OF	29.038	81.319	Water Treatment	X - 500 yr	Low Risk	None	96-100 mph
DELAND/BRANDYWINE	29.075	81.315	Water Treatment	X - 500 yr	Low Risk	None	96-100 mph
DELAND, CITY OF	29.031	81.309	Water Treatment	X - 500 yr	Low Risk	None	96-100 mph
DELAND, CITY OF	29.021	81.299	Water Treatment	X - 500 yr	Low Risk	None	96-100 mph
DELAND, CITY OF	29.02	81.299	Water Treatment	X - 500 yr	Low Risk	None	96-100 mph
WEST VOLUSIA INTERCO	28.915	81.296	Water Treatment	X - 500 yr	Low Risk	None	96-100 mph
SHERWOOD MEDICAL IND	29.06	81.265	Water Treatment	X - 500 yr	Low Risk	None	96-100 mph
SHERWOOD MEDICAL IND	29.06	81.265	Water Treatment	X - 500 yr	Low Risk	None	96-100 mph
LAKE HELEN WATER DEP	28.995	81.245	Water Treatment	X - 500 yr	Low Risk	None	96-100 mph
QUALITY INN (SAVE IN	29.019	81.238	Water Treatment	X - 500 yr	Low Risk	None	96-100 mph
SOUTHERN STATES UTIL	28.896	81.236	Water Treatment	X - 500 yr	Low Risk	None	96-100 mph
SOUTHERN STATES UTIL	28.896	81.236	Water Treatment	X - 500 yr	Low Risk	None	96-100 mph
SOUTHERN STATES UTIL	28.896	81.236	Water Treatment	X - 500 yr	Low Risk	None	96-100 mph
HANDY WAY #3321/SPAR	29.133	81.2	Water Treatment	Zone A	Low Risk	None	96-100 mph
HANDY WAY #3319/OCAL	29.133	81.2	Water Treatment	Zone A	Low Risk	None	96-100 mph
A&M DISCOUNT BEVERAG	29.133	81.2	Water Treatment	Zone A	Low Risk	None	96-100 mph
DAYTONA BEACH, CITY	29.172	81.116	Water Treatment	X - 500 yr	Low Risk	None	101-105 mph
DAYTONA BEACH, CITY	29.172	81.116	Water Treatment	X - 500 yr	Low Risk	None	101-105 mph
DAYTONA BEACH, CITY	29.172	81.116	Water Treatment	X - 500 yr	Low Risk	None	101-105 mph
DAYTONA BEACH, CITY	29.172	81.116	Water Treatment	X - 500 yr	Low Risk	None	101-105 mph
DAYTONA BEACH, CITY	29.172	81.116	Water Treatment	X - 500 yr	Low Risk	None	101-105 mph
DAYTONA BEACH, CITY	29.172	81.116	Water Treatment	X - 500 yr	Low Risk	None	101-105 mph
DAYTONA BEACH, CITY	29.172	81.116	Water Treatment	X - 500 yr	Low Risk	None	101-105 mph
DAYTONA BEACH, CITY	29.172	81.116	Water Treatment	X - 500 yr	Low Risk	None	101-105 mph
COLUMBIA ELEMENTARY	28.86	81.103	Water Treatment	Zone A	Low Risk	None	96-100 mph
DAYTONA BEACH, CITY	29.189	81.074	Water Treatment	X - 500 yr	Low Risk	None	101-105 mph
HOLLY HILL, CITY OF	29.24	81.044	Water Treatment	Zone AE	Low Risk	Category 4	101-105 mph
HOLLY HILL, CITY OF	29.24	81.044	Water Treatment	Zone AE	Low Risk	Category 4	101-105 mph
HOLLY HILL, CITY OF	29.24	81.044	Water Treatment	Zone AE	Low Risk	Category 4	101-105 mph
HOLLY HILL, CITY OF	29.24	81.044	Water Treatment	Zone AE	Low Risk	Category 4	101-105 mph
SOUTH DAYTONA,CITY O	29.199	81.043	Water Treatment	X - 500 yr	Low Risk	Category 4	101-105 mph
SPRUCE CREEK REST AR	29.088	81.018	Water Treatment	X - 500 yr	Low Risk	Category 3	101-105 mph
EDGEWATER, CITY OF	28.964	80.96	Water Treatment	X - 500 yr	Low Risk	None	101-105 mph
EDGEWATER, CITY OF	28.964	80.96	Water Treatment	X - 500 yr	Low Risk	None	101-105 mph
EDGEWATER, CITY OF	28.964	80.96	Water Treatment	X - 500 yr	Low Risk	None	101-105 mph
EDGEWATER, CITY OF	28.964	80.96	Water Treatment	X - 500 yr	Low Risk	None	101-105 mph

Water and Sewage Treatment Facilities, Page 3

Facility Name	Latitude	Longitude	Type	Flood Zone	Fire Zone	Storm Surge Zone	Wind Zone
TOWN OF PIERSON/OP.B	29.241	81.465	Water Treatment	X - 500 yr	Very High Risk	None	96-100 mph
MEADOWLEA ON THE RIV	28.839	81.333	Water Treatment	X - 500 yr	Very High Risk	None	96-100 mph
MEADOWLEA ON THE RIV	28.839	81.333	Water Treatment	X - 500 yr	Very High Risk	None	96-100 mph
DELAND/HOLIDAY HILLS	29	81.319	Water Treatment	X - 500 yr	Very High Risk	None	96-100 mph
DELAND/WOODLAND MANO	29.091	81.315	Water Treatment	X - 500 yr	Very High Risk	None	96-100 mph
ORANGE CITY UTILITIE	28.952	81.308	Water Treatment	X - 500 yr	Very High Risk	None	96-100 mph
ORANGE CITY UTILITIE	28.952	81.308	Water Treatment	X - 500 yr	Very High Risk	None	96-100 mph
ORANGE CITY UTILITIE	28.952	81.308	Water Treatment	X - 500 yr	Very High Risk	None	96-100 mph
WEST VOLUSIA INTERCO	28.911	81.307	Water Treatment	X - 500 yr	Very High Risk	None	96-100 mph
WEST VOLUSIA INTERCO	28.913	81.305	Water Treatment	X - 500 yr	Very High Risk	None	96-100 mph
DELAND, CITY OF	29.027	81.305	Water Treatment	X - 500 yr	Very High Risk	None	96-100 mph
WEST VOLUSIA INTERCO	28.883	81.3	Water Treatment	X - 500 yr	Very High Risk	None	96-100 mph
DELAND, CITY OF	29.035	81.29	Water Treatment	X - 500 yr	Very High Risk	None	96-100 mph
JOHN KNOX VILLAGE	28.942	81.283	Water Treatment	X - 500 yr	Very High Risk	None	96-100 mph
ORANGE CITY UTILITIE	28.94	81.274	Water Treatment	X - 500 yr	Very High Risk	None	96-100 mph
SOUTHERN STATES UTIL	28.9	81.27	Water Treatment	X - 500 yr	Very High Risk	None	96-100 mph
SOUTHERN STATES UTIL	28.9	81.27	Water Treatment	X - 500 yr	Very High Risk	None	96-100 mph
SOUTHERN STATES UTIL	28.902	81.258	Water Treatment	X - 500 yr	Very High Risk	None	96-100 mph
SOUTHERN STATES UTIL	28.902	81.258	Water Treatment	X - 500 yr	Very High Risk	None	96-100 mph
SOUTHERN STATES UTIL	28.905	81.256	Water Treatment	X - 500 yr	Very High Risk	None	96-100 mph
SOUTHERN STATES UTIL	28.923	81.243	Water Treatment	X - 500 yr	Very High Risk	None	96-100 mph
SOUTHERN STATES UTIL	28.883	81.233	Water Treatment	X - 500 yr	Very High Risk	None	96-100 mph
SOUTHERN STATES UTIL	28.883	81.233	Water Treatment	X - 500 yr	Very High Risk	None	96-100 mph
SOUTHERN STATES UTIL	28.883	81.233	Water Treatment	X - 500 yr	Very High Risk	None	96-100 mph
SOUTHERN STATES UTIL	28.883	81.233	Water Treatment	X - 500 yr	Very High Risk	None	96-100 mph
LAKE HELEN WATER DEP	28.979	81.229	Water Treatment	X - 500 yr	Very High Risk	None	96-100 mph
SOUTHERN STATES UTIL	28.882	81.203	Water Treatment	X - 500 yr	Very High Risk	None	96-100 mph
SOUTHERN STATES UTIL	28.882	81.203	Water Treatment	X - 500 yr	Very High Risk	None	96-100 mph
TYMBER CREEK UTILITI	29.265	81.126	Water Treatment	X - 500 yr	Very High Risk	Category 5	96-100 mph
TYMBER CREEK UTILITI	29.265	81.126	Water Treatment	X - 500 yr	Very High Risk	Category 5	96-100 mph
TYMBER CREEK UTILITI	29.264	81.126	Water Treatment	Zone AE	Very High Risk	Category 4	96-100 mph
TYMBER CREEK UTILITI	29.264	81.126	Water Treatment	Zone AE	Very High Risk	Category 4	96-100 mph
ORMOND BEACH, CITY O	29.278	81.061	Water Treatment	X - 500 yr	Very High Risk	Category 4	101-105 mph
ORMOND BEACH, CITY O	29.278	81.061	Water Treatment	X - 500 yr	Very High Risk	Category 4	101-105 mph
ORMOND BEACH, CITY O	29.278	81.061	Water Treatment	X - 500 yr	Very High Risk	Category 4	101-105 mph
ORMOND BEACH, CITY O	29.278	81.061	Water Treatment	X - 500 yr	Very High Risk	Category 4	101-105 mph
ORMOND BEACH, CITY O	29.278	81.061	Water Treatment	X - 500 yr	Very High Risk	Category 4	101-105 mph
ORMOND BEACH, CITY O	29.278	81.061	Water Treatment	X - 500 yr	Very High Risk	Category 4	101-105 mph
SPRUCE CREEK FLY IN	29.081	81.045	Water Treatment	X - 500 yr	Very High Risk	Category 5	101-105 mph
SPRUCE CREEK FLY IN	29.081	81.045	Water Treatment	X - 500 yr	Very High Risk	Category 5	101-105 mph
COLONY IN THE WOODS	29.141	81.028	Water Treatment	X - 500 yr	Very High Risk	None	101-105 mph
PORT ORANGE, CITY OF	29.136	81.027	Water Treatment	X - 500 yr	Very High Risk	None	101-105 mph
PORT ORANGE, CITY OF	29.136	81.027	Water Treatment	X - 500 yr	Very High Risk	None	101-105 mph
PORT ORANGE, CITY OF	29.136	81.027	Water Treatment	X - 500 yr	Very High Risk	None	101-105 mph
PORT ORANGE, CITY OF	29.136	81.027	Water Treatment	X - 500 yr	Very High Risk	None	101-105 mph
TERRA MAR VILLAGE	28.911	80.865	Water Treatment	X - 500 yr	Very High Risk	Category 3	101-105 mph
TERRA MAR VILLAGE	28.911	80.865	Water Treatment	X - 500 yr	Very High Risk	Category 3	101-105 mph
TERRA MAR VILLAGE	28.911	80.865	Water Treatment	X - 500 yr	Very High Risk	Category 3	101-105 mph
TERRA MAR VILLAGE	28.911	80.865	Water Treatment	X - 500 yr	Very High Risk	Category 3	101-105 mph
TERRA MAR VILLAGE	28.911	80.865	Water Treatment	X - 500 yr	Very High Risk	Category 3	101-105 mph
INDIAN HARBOR EST.	28.901	80.861	Water Treatment	X - 500 yr	Very High Risk	Category 3	101-105 mph
INDIAN HARBOR EST.	28.901	80.861	Water Treatment	X - 500 yr	Very High Risk	Category 3	101-105 mph

State Facilities Within Flood Zones

The following table lists the state facilities located within the VE and A flood zones within Volusia County, Florida.

Facility Name	Facility Type	Address	City	Floodzone
Ashby Forestry Site- Fire Tower - D12	Agricultural	1695 PELL ROAD	Osteen	A
Academic Hall	Agricultural	3000 Palm Coast Parkway Southeast	Palm Coast	AE
Classroom Reloc.	Agricultural	3000 Palm Coast Parkway Southeast	Palm Coast	AE
Laboratory Reloc.	Agricultural	940 Tenth Street	New Smyrna Beach	AE
Student Services Center	Agricultural	940 Tenth Street	New Smyrna Beach	AE
Bathhouse - DeLeon Springs SP	Other	601 PONCE DELEON BLVD	De Leon Springs	AE
Cabin - Hontoon Island SP	Other	2309 RIVER RIDGE ROAD	Deland	AE
Concession-Office Hontoon Island SP	Other	Not Listed	Deland	AE
Concession-Visitor Center Meeting Rooms	Other	601 PONCE DELEON BLVD	De Leon Springs	AE
Old Spanish Sugar Mill	Other	601 PONCE DELEON BLVD	De Leon Springs	AE
Restroom Hontoon Island SP	Other	2309 RIVER RIDGE ROAD	Deland	AE
Restroom Hontoon Island SP	Other	2309 RIVER RIDGE ROAD	Deland	AE
SJR Cruises Canoe Rental - Blue Spring State Park	Other	2100 W. FRENCH AVE	Orange City	AE
Storage - Hontoon Island State Park - DeLand	Other	2309 RIVER RIDGE ROAD	Deland	AE
Visitor Program Building - Tomoka Springs	Other	2099 N BEACH STREET	Ormond Beach	AE
Fifth District Court of Appeal	Office	300 South Beach Street	Daytona Beach	AE
Office Modular - Tomoka State Park	Office	2099 N. Beach Street	Ormond Beach	AE
Tiger Bay State Forest Headquarters- D10- Daytona	Office	4316 WEST INTERNATIONAL SPEEDWAY BLVD.	Daytona Beach	A
Main Building	Penal	3601 US Highway 92	Daytona Beach	A
Multi-Purpose	Penal	1001 W. HWY 98	Apalachicola	A
Pavilion-Hobby Craft	Penal	3601 US Highway 92	Daytona Beach	A
Plant-Sewage Treatment	Penal	3601 US Highway 92	Daytona Beach	A
Shed-Water Pump	Penal	3601 US Highway 92	Daytona Beach	A
Storage (Property)	Penal	3601 US Highway 92	Daytona Beach	A
Storage (Tools)	Penal	3601 US Highway 92	Daytona Beach	A
Storage (Toxic Material)	Penal	3601 US Highway 92	Daytona Beach	A
Volusia RJDC - Detention-Jac	Penal	3840 OLD DELAND ROAD	Daytona Beach	A
Work Release Center	Penal	3601 US Highway 92	Daytona Beach	A
Ashby Forestry Site- Residence - D10	Residential	1695 PELL ROAD	Osteen	A
Building #1 - Hawk	Residential	1725 FIFTH STREET	Daytona Beach	AH
Building #2 - Eagle	Residential	1725 FIFTH STREET	Daytona Beach	AH
Ranger Residence - DeLeon Springs SP	Residential	601 PONCE DELEON BLVD.	De Leon Springs	AE
Ashby Forestry Site- Restroom/Storage- D12	Unconditioned Storage	1625 PELL ROAD	Osteen	A
Carport - Parking Lot	Unconditioned Storage	2309 River Ridge Road	Deland	AE
Pavilion-Picnic - Hontoon Island SP	Unenclosed Structure	2309 RIVER RIDGE ROAD	Deland	AE
Restroom/Picnic Shelter -Nocorroco-Tomoka	Unenclosed Structure	2099 N BEACH STREET	Ormond Beach	AE
Shed-Pole Barn - D10 - Daytona Beach	Unenclosed Structure	4316 WEST INTERNATIONAL SPEEDWAY BLVD.	Daytona Beach	A
Shop/Equip Shed - Hontoon Island SP	Utility	2309 RIVER RIDGE ROAD	Deland	AE
Storage - DeLeon Springs	Utility	601 PONCE DELEON BLVD	De Leon Springs	AE
Storage (Flammable) - Hontoon Island SP	Utility	2309 RIVER RIDGE ROAD	Deland	AE
Tiger Bay State Forest Headquarters- Pumphouse-D10	Utility	4316 WEST INTERNATIONAL SPEEDWAY BLVD.	Daytona Beach	A
Volusia RJDC - Maintenance Shed	Utility	3840 OLD DELAND ROAD	Daytona Beach	A
Volusia RJDC - Shed/Generator	Utility	3840 OLD DELAND ROAD	Daytona Beach	A
ARNG Vehicle Maint	Workshop	405 S. BASIN STREET	Daytona Beach	AE
Crew DOT	Workshop	1651 KEPLER RD	Deland	A

Lift and Pump Stations by Jurisdiction

Facility Name	Address	Jurisdiction
None Provided	2402 W INTL SPEEDWAY BLVD	Daytona Beach
None Provided	303 FENTRESS BLVD	Daytona Beach
None Provided	110 EXECUTIVE DR	Daytona Beach
None Provided	122 MUIRFIELD DR	Daytona Beach
None Provided	278 FENTRESS BLVD	Daytona Beach
None Provided	270 INDIGO DR	Daytona Beach
None Provided	593 N WILLIAMSON BLVD	Daytona Beach
None Provided	598 FENTRESS BLVD	Daytona Beach
None Provided	321 BROWN PELICAN DR	Daytona Beach
None Provided	803 PELICAN BAY DR	Daytona Beach
None Provided	310 YORKTOWNE DR	Daytona Beach
None Provided	1198 PINE ST	Daytona Beach
None Provided	2040 BEVILLE RD	Daytona Beach
None Provided	115 FRANCES DR	Daytona Beach
None Provided	1307 BEVILLE RD	Daytona Beach
None Provided	1500 S CLYDE MORRIS BLVD	Daytona Beach
None Provided	1352 S CLYDE MORRIS BLVD	Daytona Beach
None Provided	1390 S NOVA RD	Daytona Beach
None Provided	1105 BEVILLE RD	Daytona Beach
None Provided	126 DIANNA DR	Daytona Beach
K2D31651	165 OAK TREE CIR	Daytona Beach
None Provided	600 S CLYDE MORRIS BLVD	Daytona Beach
None Provided	1612 RICHARD PETTY BLVD	Daytona Beach
None Provided	1181 INDIAN LAKE RD	Daytona Beach
523584772	507 N CLYDE MORRIS BLVD	Daytona Beach
None Provided	1700 DUNN AV	Daytona Beach
None Provided	301 WILSON AV	Daytona Beach
None Provided	326 PARKWAY ST	Daytona Beach
None Provided	923 MASON AV	Daytona Beach
None Provided	1 FLAGG ST	Daytona Beach
None Provided	1296 3RD ST	Daytona Beach
None Provided	1694 3RD ST	Daytona Beach
None Provided	1101 9TH ST	Daytona Beach
None Provided	739 LOOMIS AV	Daytona Beach
None Provided	395 N BEACH ST	Daytona Beach
None Provided	331 FAIRVIEW AV	Daytona Beach
None Provided	210 N SEGRAVE ST	Daytona Beach
None Provided	201 MAGNOLIA AV	Daytona Beach
None Provided	703 N BEACH ST	Daytona Beach
None Provided	1025 BEL AIRE DR	Daytona Beach
None Provided	104 UNIVERSITY BLVD	Daytona Beach
None Provided	433 AUBURN DR	Daytona Beach
None Provided	101 HARTFORD AV	Daytona Beach
16-07894-K	1392 WRIGHT ST	Daytona Beach
None Provided	1808 MASON AV	Daytona Beach
None Provided	503 S CLYDE MORRIS BLVD	Daytona Beach
None Provided	1011 DOWNEY AV	Daytona Beach
None Provided	121 BASIN ST	Daytona Beach
None Provided	403 BASIN ST	Daytona Beach
None Provided	501 BOSTWICK AV	Daytona Beach
None Provided	103 E ORANGE AV	Daytona Beach
POWER SOURCE FOR LS	101 E MAGNOLIA AV	Daytona Beach
None Provided	30 GOODALL AV	Daytona Beach

Lift and Pump Stations (Continued)

Facility Name	Address	Jurisdiction
None Provided	322 REVILO BLVD	Daytona Beach
None Provided	859 MALEY ST	Daytona Beach
None Provided	13 S OCEAN AV	Daytona Beach
None Provided	510 ORA ST	Daytona Beach
None Provided	10 FOUNTAINEBLEAU CIR	Daytona Beach
None Provided	708 WASHINGTON ST	Daytona Beach
None Provided	219 MARION ST	Daytona Beach
None Provided	247 N MARTIN LUTHER KING BLVD	Daytona Beach
6" flange with Bypass inst. 01/2014	386 EUCLID AV	Daytona Beach
None Provided	1700 HOPE DR	Daytona Beach
None Provided	1908 1/2 SUNNYPALM DR	Daytona Beach
None Provided	1317 1/2 AVENUE D	Daytona Beach
None Provided	690 WELLINGTON STATION BLVD	Daytona Beach
None Provided	1331 HAND AV	Daytona Beach
None Provided	3098 W INTL SPEEDWAY BLVD	Daytona Beach
None Provided	1210 BELLEVUE AV	Daytona Beach
None Provided	1608 N WILLIAMSON BLVD	Daytona Beach
None Provided	1790 TECHNOLOGY BLVD	Daytona Beach
None Provided	647 SHADY PL	Daytona Beach
797951	1371 S PALMETTO AV	Daytona Beach
None Provided	2203 W INTL SPEEDWAY BLVD	Daytona Beach
None Provided	553 S MARTIN LUTHER KING BLVD	Daytona Beach
None Provided	790 TOWNSEND AV	Daytona Beach
None Provided	829 WASHINGTON ST	Daytona Beach
None Provided	200 SEA DUCK DR	Daytona Beach
None Provided	843 GATEPARK DR	Daytona Beach
None Provided	1700 HOPE DR	Daytona Beach
None Provided	599 SEA DUCK DR	Daytona Beach
None Provided	1551 ROOSEVELT BLVD	Daytona Beach
None Provided	577 CHAMPIONS DR	Daytona Beach
None Provided	2912 BELLEVUE RD	Daytona Beach
None Provided	939 CHAMPIONS DR	Daytona Beach
None Provided	1328 INDIAN LAKE RD	Daytona Beach
None Provided	1471 CORNERSTONE BLVD	Daytona Beach
None Provided	250 TOURNAMENT DR	Daytona Beach
None Provided	113 TUSCANY BEND ST	Daytona Beach
None Provided	301 INDUSTRIAL PKWY	Daytona Beach
None Provided	3879 TIGER BAY RD	Daytona Beach
None Provided	1170 RED JOHN RD	Daytona Beach
None Provided	40 PERFECT DR	Daytona Beach
None Provided	1184 N TOMOKA FARMS RD	Daytona Beach
None Provided	1500 N TOMOKA FARMS RD	Daytona Beach
None Provided	2448 MASON AV	Daytona Beach
None Provided	2021 DUNN AV	Daytona Beach
None Provided	308 GRAND PRESERVE WAY	Daytona Beach
None Provided	2024 STRICKLAND RANGE RD	Daytona Beach
None Provided	2629 LPGA BLVD	Daytona Beach
None Provided	3962 LPGA BLVD	Daytona Beach
None Provided	620 HOLLY ST	Daytona Beach
None Provided	100 LAKESIDE PROFESSIONAL BLVD	Daytona Beach
None Provided	128 BOTEFUHR AV	Daytona Beach
None Provided	148 BOYNTON BLVD	Daytona Beach
None Provided	2328 CRESCENT RIDGE RD	Daytona Beach

Lift and Pump Stations (Continued)

Facility Name	Address	Jurisdiction
None Provided	175 SEA SPRAY ST	Daytona Beach
None Provided	2730 DACH AV	Daytona Beach
None Provided	16 JEFFERSON LANDING	Daytona Beach
None Provided	2063 S HALIFAX DR	Daytona Beach
None Provided	2206 1/2 S PENINSULA DR	Daytona Beach
None Provided	16 ELIZABETH LN	Daytona Beach
None Provided	2251 S HALIFAX DR	Daytona Beach
None Provided	2431 DODGE DR	Daytona Beach
None Provided	12 GRANVILLE CIR	Daytona Beach
None Provided	310 INTERNATIONAL GOLF DR	Daytona Beach
None Provided	275 BAYBERRY LAKES BLVD	Daytona Beach
None Provided	481 BAYBERRY LAKES BLVD	Daytona Beach
16-0000-A	1 SHADY PL	Daytona Beach
None Provided	100 CINDERBERRY LN	Daytona Beach
None Provided	221 N BEACH ST	Daytona Beach
None Provided	133 CATRIONA DR	Daytona Beach
None Provided	125 GRANDE LAKE DR	Daytona Beach
None Provided	716 WILDER BLVD	Daytona Beach
None Provided	1853 S CLYDE MORRIS BLVD	Daytona Beach
None Provided	764 N TOMOKA FARMS RD	Daytona Beach
None Provided	325 N BEACH ST	Daytona Beach
None Provided	851 CHAMPIONS DR	Daytona Beach
None Provided	2217 MASON AV	Daytona Beach
None Provided	301 N TOMOKA FARMS RD	Daytona Beach
Tuscany Woods Phase 2	446 TUSCANY CHASE DR	Daytona Beach
COUNTY	None Provided	Daytona Beach
COUNTY	None Provided	Daytona Beach
COUNTY	PRINCE OF PEACE CHURCH	Daytona Beach
None Provided	345 MEMORIAL MEDICAL PKWY	Daytona Beach
COUNTY	None Provided	Daytona Beach
PRIVATE	None Provided	Daytona Beach
PRIVATE	None Provided	Daytona Beach
PRIVATE	None Provided	Daytona Beach
PRIVATE	None Provided	Daytona Beach
OLD-LS 29 NOW PRIVATELY OWNED BY DIS	DAYTONA INTERNATIONAL SPEEDWAY	Daytona Beach
PRIVATE	None Provided	Daytona Beach
None Provided	1608 N CLYDE MORRIS BLVD	Daytona Beach
PRIVATE	LPGA BLVD (& JIMMY ANN DRIVE)	Daytona Beach
PRIVATE	Life Mobile Home Park	Daytona Beach
PRIVATE	960 S Williamson Blvd	Daytona Beach
None Provided	1613 FLOMICH AVE	Daytona Beach
None Provided	126 E Orange Ave	Daytona Beach
PRIVATE	DIS - Turn 1	Daytona Beach
PRIVATE BACK-US FOR LS-529	EMERGENCY PUMP STATION	Daytona Beach
CONNECTS MH 529-27 TO MH 28, 29 & 30	DAYTONA INTERNATIONAL SPEEDWAY	Daytona Beach
None Provided	882 TOURNAMENT DRIVE	Daytona Beach
IN PLANT PUMP STATION #1	3651 LPGA BLVD	Daytona Beach
PRIVATE HOMA MODEL#GRP26S/3/C	984 N WILLIAMSON BLVD	Daytona Beach
Whitewood	1145 Whitewood	Deltona
Antilles	0 Antilles Terrace	Deltona
Deltona Plaza	Deltona Plaza	Deltona
Fountainhead	1192 Deltona Blvd	Deltona
Motel	0 Welcome Cen. Dr.	Deltona

Lift and Pump Stations (Continued)

Facility Name	Address	Jurisdiction
Bristol Ct	255 Enterprise Road	Deltona
Waycross	1678 Waycross	Deltona
Vivian Ct	1743 Vivian Ct	Deltona
Gainesville	1510 Gainesville	Deltona
Briarwood	1299 Briarwood	Deltona
Bloomfield	1681 Bloomfield	Deltona
Elkcam	2700 Elkcam	Deltona
Jessamine	2637 Elkcam	Deltona
2008 Canal	2008 Canal	Deltona
Florida Drive	2250 Florida Drive	Deltona
Enterprise Elementary	3rd Street	Deltona
Kendall Ct	2132 Kendall Ct	Deltona
Sable Ct	2411 Sable Ct	Deltona
Winn Dixie	1215 Providence Blvd	Deltona
Ponce DeLeon Plaza	1870 Providence Blvd	Deltona
Deltona Health Care	1851 Elkcam Blvd	Deltona
Condo B	Providence Blvd	Deltona
Condo A	0 Perimeter Drive	Deltona
Deltona Elementary	2022 Adella Blvd	Deltona
Eric Jason Ct	Eric Jason Ct	Deltona
Cardinal	2911 Cardinal Rd	Deltona
IHOP	326 Dirkson Rd	Deltona
River Oaks	355 Dirkson Rd	Deltona
Discovery Elementary	975 Abigail Drive	Deltona
Autumn Woods	183 Autumn Ridge	Deltona
Save-a-lot	Courtland/Howland	Deltona
Publix	2058 Saxon	Deltona
Sterling Park	1700 Sterling Park	Deltona
Twin Lakes	638 Copper Beach	Deltona
Saxon Ridge	442 Haversham Rd	Deltona
Cowentry Estates	397 Elizabeth St	Deltona
CITY HALL LIFT STATION #58	2345 Providence Blvd	Deltona
Spirit Elementary	1500 Meadowlark	Deltona
Sunrise Elementary	3155 Phoenetia	Deltona
Forest Lake Elementary	1600 Doyle Road	Deltona
Osteen Elementary	500 Doyle Road	Deltona
Pine Ridge High School	926 Howland Blvd	Deltona
Live Oaks	925 Blue River	Deltona
Pride Elementary	1100 Learning Lane	Deltona
Lake Baton	1300 Lake Baton Drive	Deltona
Thornby Park	110 Providence Blvd	Deltona
ZUBER LIFT STATION # 1	551 COMMONWEALTH BLVD # LS-1	Port Orange
ISABELLE LIFT STATION #2 & RTU	5132 ISABELLE AVE # LS-2	Port Orange
CYPRESS HEAD #1 LIFT STATION #3	6251 S WILLIAMSON BLVD # LS-3	Port Orange
STERLING CHASE LIFT STATION #4	6085 PHEASANT RIDGE DR # LS-4	Port Orange
CHARLES STREET LIFT STATION #5 & RTU	1000 CHARLES ST # LS-5	Port Orange
OCEANS LIFT STATION #6 & RTU	100 OCEAN AVE # LS-6	Port Orange
BARNETT BANK LIFT STATION # 7 & RTU	4382 HALIFAX DR # LS-7	Port Orange
CYPRESS HEAD #2 LIFT STATION #8	6410 CYPRESS SPRINGS PKWY #LS 8	Port Orange
HALIFAX EST LIFT STATION #9 & RTU	1206 SPARTON AVE # LS-9	Port Orange
NIXON/BIRO LIFT STATION #10	850 NIXON LN # LS-10	Port Orange
CHRISTIANCY LIFT STATION # 11 & RTU & GENERATOR	5403 CHRISTIANCY AVE # LS-11	Port Orange
ATLANTIC HIGH SCHOOL LIFT STATION #12 & RTU	1250 REED CANAL RD # LS-12	Port Orange

Lift and Pump Stations (Continued)

Facility Name	Address	Jurisdiction
SUMMERTREES SOUTH LIFT STATION #13 &RTU	6037 WINDING RIDGE LN # LS-13	Port Orange
PARKWOOD LIFT STATION #14 & RTU	1201 VAGABOND DR # WS 1TS NVA # LS14	Port Orange
SABLE CREEK LIFT STATION #15 & RTU	6103 SABAL CREEK BLVD # LS-15	Port Orange
SAWGRASS POINT LIFT STATION #16	5995 SAWGRASS POINT DR # LS-16	Port Orange
VINEYARDS LIFT STATION #17 & RTU	1480 TAYLOR RD # LS-17	Port Orange
CAMBRIDGE EST LIFT STATION #18 & RTU	220 N BRIGHTON DR # LS-18	Port Orange
BEACON WOODS LIFT STATION #19	3634 DONNA ST # LS-19	Port Orange
NORMAN ST LIFT STATION #20 & RTU	5032 RIVERSIDE DR # LS-20	Port Orange
SPRUCE CREEK HIGH LIFT STATION #21	801 TAYLOR RD # LS-21	Port Orange
SOUTHERN PINE LIFT STATION #22 & RTU	28 ELDA LN SWC LAWRENCE CT # LS-22	Port Orange
CAMBRIDGE WILLAS #23 & RTU (CENTER OF ROAD)	435 WILTSHIRE BLVD # NS 200E MYSTIC #LS-23	Port Orange
SUMMERTREES LIFT STATION #24 & RTU	5950 S WILLIAMSON BLVD # LS-24	Port Orange
SANCTUARY LIFT STATION #25 & RTU	6126 SANCTUARY GARDEN BLVD #LS 25	Port Orange
HARBOUR POINT LIFT STATION # 26 & RTU	1201 HARBOUR POINT DR # LS-26	Port Orange
DEEP FOREST LIFT STATION #27 & RTU	921 SANDCREST DR # NEC #LS-27	Port Orange
SLEEPY HOLLOW LIFT STATION #28	700 SLEEPY HOLLOW DR # LS-28	Port Orange
MAPLEWOOD LIFT STATION #29 & RTU	4075 CHAMBERLIN BLVD # LS-29	Port Orange
RAVENWOOD LIFT STATION #30 & RTU	2 WOODSIDE DR # LS-30	Port Orange
WEST PORT SQ LIFT STATION #31 & RTU	5798 S WILLIAMSON BLVD # LS-31	Port Orange
FOXBORO #1 LIFT STATION #32 & RTU	5795 DEVON ST # LS-32	Port Orange
LAURELWOOD LIFT STATION #33	717 LARADO DR # LS-33	Port Orange
GOLDEN POND LIFT STATION #34 & RTU	6200 SPRUCE CREEK RD # LS-34	Port Orange
WOODS LIFT STATION # 35 & RTU	1167 APPLE CT # N END #LS-35	Port Orange
WILLOW RUN #1 LIFT STATION # 36 & RTU	1105 W WILLOW RUN DR # LS-36	Port Orange
SWEETWATER HILLS LIFT STATION # 37 & RTU	763 TUMBLEBROOK DR # NWC BRNCH #LS-37	Port Orange
WATER EDGE #2 LIFT STATION #38	1698 CREEKWATER BLVD #LS-38	Port Orange
NOVA & HERBER LIFT STATION #39 & GENERATOR	3655 S NOVA RD # LS-39	Port Orange
SUGAR FOREST LIFT STATION #40 & RTU	800 SUGAR HOUSE BLVD # LS-40	Port Orange
LAMPLIGHTER LIFT STATION # 41	3202 S NOVA RD # LS-41	Port Orange
WATER EDGE #1 LIFT STATION #42 & RTU	1750 NILOUFAR LN #LS-42	Port Orange
CENTRAL PARK LIFT STATION #43 & RTU	520 CENTRAL PARK BLVD # SWC #LS-43	Port Orange
BRANDY HILLS LIFT STATION #44	1058 TOMPKINS DR # SS AT END #LS-44	Port Orange
CRANE LAKE #1 LIFT STATION # 45	1851 CRANE POINT DR # LS-45	Port Orange
COUNTRYSIDE LIFT STATION #46 & GENERATOR	633 TAYLOR RD # LS-46	Port Orange
HAWKS RIDGE LIFT STATION #47 & RTU	782 OSPREY DR # LS-47	Port Orange
RIVERWOOD LIFT STATION #48 & RTU	6148 DEL MAR DR # LS-48	Port Orange
SOUTHWIND LIFT STATION # 49	1481 MADELINE AVE # LS-49	Port Orange
WILLOW RUN #2 LIFT STATION #50	1249 FRANKLIN DR # NWC #LS-50	Port Orange
PICKWICK LIFT STATION #51	20 DOWNING DR # LS-51	Port Orange
FOREST LAKE LIFT STATION #52	1863 CHORPASH LN # LS-52	Port Orange
GLENWOOD VILLAGE LIFT STATION # 55	4692 HIDDEN LAKE DR # LS-55	Port Orange
TOWN PARK #56 & RTU	1584 MADELINE AVE # LS-56	Port Orange
LA COSTA LIFT STATION # 57	1151 LA COSTA VILLAGE BLVD #LS-57	Port Orange
CITY HALL LIFT STATION #58	1000 CITY CENTER CIR # LS-58	Port Orange
SAMM AVE LIFT STATION #59	980 CANAL VIEW BLVD # LS-59	Port Orange
CLARK'S LIFT STATION # 60 & BUILD & GENERATOR	5891 S WILLIAMSON BLVD # LS-60	Port Orange
CAR WASH STATION # 61	1784 DUNLAWTON AVE # LS-61	Port Orange
ANGLERS LIFT STATION #62	4863 ORANGE BLVD # LS-62	Port Orange
LANCEWOOD LIFT STATION #63	5658 LANCEWOOD DR # LS-63	Port Orange
TOWNHOMES WEST LIFT STATION # 64 & RTU	3532 CREEKSIDE RD # LS-64	Port Orange
FALCON CREST LIFT STATION #65	6043 SPRUCE CREEK RD # LS-65	Port Orange
WEST BAYSHORE #2 LIFT STATION #66	5479 W BAYSHORE DR # LS-66	Port Orange
WEST BAYSHORE #1 LIFT STATION #67	5539 W BAYSHORE DR # LS-67	Port Orange

Lift and Pump Stations (Continued)

Facility Name	Address	Jurisdiction
CROSS CREEK LIFT STATION #68	4603 SECRET RIVER TRL # LS-68	Port Orange
OAKLAND PARK LIFT STATION #69	432 BRAHMA LN # LS-69	Port Orange
INTRACOASTAL VILLAS #70	3333 S RIDGEWOOD AVE # LS-70	Port Orange
FOXBORO #2 LIFT STATION #71 & RTU	5561 MILES DR # LS-71	Port Orange
CRANE LAKES #2 LIFT STATION #72	1991 CRANE LAKES BLVD # LS-72	Port Orange
SHALLOW BROOK LIFT STATION # 73	4551 ALDER DR # LS-73	Port Orange
SKY LAKE LIFT STATION # 74	5932 BOGGS FORD RD # LS-74	Port Orange
GROVES LIFT STATION #75	3800 MADELINE AVE # LS-75	Port Orange
BAYWOOD LIFT STATION #76	401 BAYWOOD CIR # LS-76	Port Orange
WINDSOR HILLS LIFT STATION #77	5798 WINDSOR HILL DR # LS-77	Port Orange
EAST BAYSHORE LIFT STATION #78	75 E BAYSHORE DR # LS-78	Port Orange
RIVERSIDE LIFT STATION #79	5741 RIVERSIDE DR # LS-79	Port Orange
CEDAR LIFT STATION # 80	4 CEDAR ST # LS-80	Port Orange
COMMONWEALTH LIFT STATION # 81	114 COMMONWEALTH BLVD # LS-81	Port Orange
LOWE'S - GATEWAY LIFT STATION # 82	1751 DUNLAWTON AVE # LS 82	Port Orange
MONARCH LIFT STATION #83 & RTU	5401 S WILLIAMSON BLVD # LS-83	Port Orange
PLANTATION I #85	1508 MCGINNIS AVE #LS-85	Port Orange
WHISPERING WOODS LIFT STATION #87	858 AIRPORT RD # LS-87	Port Orange
CORACI #88	1771 TOWN WEST BLVD	Port Orange
COQUINA COVE #89	1998 TOWN WEST BLVD	Port Orange
SUNSET COVE #90	3885 SUNSET COVE DRIVE	Port Orange
WATERS EDGE #3 #91	FORKMEAD LANE	Port Orange
BUTTERMILK #92	1151 BUTTERMILK LN # LS-92	Port Orange
BOURBON STREET #93	3860 BOURBON ST # LS-93	Port Orange
CRYSTAL LAKE #94	REED CANAL ROAD	Port Orange
SEABIRD ISLAND LIFT STATION #101	105 DUNLAWTON AVE NWC SEABIRD # LS-101	Port Orange
CORAL WAY LIFT STATION #102	63 DUNLAWTON AVE # LS-102	Port Orange
JADE WINDS LIFT STATION #103	3590 PENINSULLA DR (3600)	Port Orange
OCEAN WAY #6 PONCE INLET #104	86 OCEAN WAY DR # LS-104	Port Orange
INLET POINT #8 PONCE INLET #105	4879 S PENINSULA DR # LS-105	Port Orange
P.I. LIFT STATION MASTER STATION #106 & RTU & GENERATOR	4668 S PENINSULA DR # LS-106	Port Orange
DEEP WATER PONCE INLET #107	133 INLET HARBOR RD # LS-107	Port Orange
LIGHTHOUSE SHORES #6 LIFT STATION PONCE INLET #108 & RTU	4752 S ATLANTIC AVE # LS-108	Port Orange
SEAGULL LANDING #3 LIFT STATION PONCE INLET #111	4431 S PENINSULA DR # LS-111	Port Orange
ANCHOR DR #2 PONCE INLET # 112	4354 S PENINSULA DR # LS-112	Port Orange
LAS OLAS #113	37 MAR AZUL N # LS-113	Port Orange
VENETIAN WAY SOUTH #114	230 S VENETIAN WAY # LS-114	Port Orange
SURFSIDE #115	3601 SURFSIDE TER # LS-115	Port Orange
CARDINAL #116	3812 CARDINAL BLVD LS-116	Port Orange
Hillcrest Lift station	0 Wedgewood Ct	Orange City
Sandlewood Lift station	2332 Sandlewood Dr	Orange City
Dresden Ct Lift station	410 Dresden Ct	Orange City
Pineview Lift station	631 Pineview Dr	Orange City
Sunburst RV Lift station	2300 E. Graves Ave	Orange City
Monastery Lift station	0 Monastery Rd	Orange City
Shadowridge Lift station	842 Laural Leaf Dr	Orange City
Irrigation Pond Lift station	2134 Hollowridge Dr	Orange City
Sherwood Oaks Lift station	401 Sherwood Oaks Rd	Orange City
Target Lift station	2575 Enterprise Rd	Orange City
Florida Hospital Lift station	1055 Saxon Blvd	Orange City
OCS Water Plant Lift station	743 Harley Strickland Blvd	Orange City
Steak & Shake Lift station	927 Saxon Blvd	Orange City
Home Depot Lift station	2370 Veterans Memorial Parkway	Orange City
Chick Fil A	1139 Saxon Blvd	Orange City
Oakhurst Lift station	1292 Ivy Lake Dr	Orange City
Deltona Memorial	Saxon Blvd.	Orange City
Well #1	Country Village	Orange City

Lift and Pump Stations (Continued)

Facility Name	Address	Jurisdiction
Lift Station #1	Opposite 475 Carswell Avenue	Holly Hill
Lift Station #2	231 Riverside Drive	Holly Hill
Lift Station #3	504 Riverside Drive	Holly Hill
Lift Station #4	345 10th Street	Holly Hill
Lift Station #5	946 Riverside Drive	Holly Hill
Lift Station #6	1136 State Avenue	Holly Hill
Lift Station #7	1300 Riverside Drive	Holly Hill
Lift Station #8	State Avenue opposite 1641	Holly Hill
Lift Station #9	1601 Riverside Drive	Holly Hill
Lift Station #10	410 Dorothy Avenue	Holly Hill
Lift Station #10a	429 3rd Street	Holly Hill
Lift Station #11	440 Magnolia Avenue	Holly Hill
Lift Station #11a	702 Commercial Drive	Holly Hill
Lift Station #12	620 Center Lane	Holly Hill
Lift Station #13	397 Dubbs Drive	Holly Hill
Lift Station #14	660 6th Street	Holly Hill
Lift Station #15	619 S. Flamingo Drive	Holly Hill
Lift Station #16	834 8th Street	Holly Hill
Lift Station #17	566 10th Street	Holly Hill
Lift Station #17a	1017 Chippewa Trail	Holly Hill
Lift Station #17b	Great Oaks Circle	Holly Hill
Lift Station #18	460 Walker Street	Holly Hill
Lift Station #18a	1000 15th Street	Holly Hill
Lift Station #19	407 Flomich Street	Holly Hill
Lift Station #20	926 Flomich Street	Holly Hill
Lift Station #21	1000 Walker Street	Holly Hill
Lift Station #24	944 Alabama Avenue	Holly Hill
Lift Station #25	Riviera Country Club	Holly Hill
Lift Station #26	1600 Nova Road (Walgreen's)	Holly Hill
Lift Station #27	2020 Ridgewood Avenue	Holly Hill
Lift Station #28	1812 Ridgewood Avenue	Holly Hill
Dog Park Lift Station	980 Alabama Avenue	Holly Hill
1. CHUCK WALKER	190 E. WISCONSIN AVE.	DeLand
2. WALTS/GARFIELD	401 S. GARFIELD	DeLand
3. CRESCENT PARKWAY	905 CRESCENT PARKWAY	DeLand
4. PLYMOUTH/KANSAS	803 E. PLYMOUTH	DeLand
5. PENN/DELAWARE	629 DELAWARE N.	DeLand
6. JR. HIGH	217 N. DELAWARE	DeLand
7. WINN./THOMPSON	422 W. WINNEMISETT	DeLand
8. ALABAMA	801 S. ALABAMA	DeLand
9. MONTGOMERY-GATOR PIT	123 S. MONTGOMERY	DeLand
10. MAY STREET	851 W. MAY STREET	DeLand
11. CANDLELIGHT	1039 OAKTREE LANE / Libson Pkwy	DeLand
12. PLYMOUTH/KENTUCKY	605 E. PLYMOUTH	DeLand
13. BLUE LAKE HEIGHTS	1352 CHRIS AVE.	DeLand
14. SAMBO'S	121 W. MANDARIN	DeLand
15. PLYMOUTH PLACE	1015 NEW BEDFORD	DeLand
16. HILL/BERESFORD	891 E. BERESFORD AVE.	DeLand
17. 44/RR	2461 W HY 44 AT RR	DeLand
18. STONE STREET	1100 N. STONE ST.	DeLand
19. BLUE LAKE SCHOOL ELEM.	1396 E. WISCONSIN	DeLand
20. LAKE LINDLEY	998 VILLAGE LAKE DR.	DeLand
21. MILLERS	1002 W. PLYMOUTH AVENUE	DeLand

Lift and Pump Stations (Continued)

Facility Name	Address	Jurisdiction
22. NATURES WOOD	1226 NATURES WOODS BLVD. 4623993	DeLand
23. AIRPORT II	395 PISTOL RANGE RD.	DeLand
24. AIRPORT I	1501 LANGLEY AVE.	DeLand
25. BURGONE	1101 BURGOYNE RD.	DeLand
26. VALLEY FORGE	1100 VALLEY FORGE	DeLand
27. LAKE MAMIE	109 E. LAKE MAMIE RD.	DeLand
28. HIDDEN HILLS I	227 PALM COVE DR.	DeLand
29. HIDDEN HILLS II	4190 SPRING LAKE DR.	DeLand
30. TRAILS I	950 SHADY BRANCH TRAIL	DeLand
31. TRAILS II	34 OLD TREE LINE TRAIL	DeLand
32. RAINTREE	368 RAINTREE CIRCLE	DeLand
33. VOORHIS (OAKS)	1630 E. VOORHIS AVE.	DeLand
34. HILL/WALTS	400 S. HILL	DeLand
35. REGIONAL SHOPPING PL.	2659 REGIONAL SHOP.PLAZA	DeLand
36. GLENN EAGLES	101 S. GLENN EAGLES DR.	DeLand
37. HEATHER GLENN	1449 HEATHER GLENN DR.	DeLand
38. QUAIL HOLLOW	1860 HONTOON RD.	DeLand
39. ROSEWOOD	2660 GRACIE DR.	DeLand
40. WHISPERWOOD	3070 TURTLE DOVE TR.	DeLand
41. LEXINGTON/RAINES	1425 INTERNATIONAL SPDWY.	DeLand
42. CHURCH ADAMS	807 E. CHURCH	DeLand
43. CASCADES	1025 CLEAR LAKE/1201S. SR 15A	DeLand
44. ARIZONA (VICTORIA PL)	410 BERWICK CIRCLE	DeLand
45. BENT OAKS	1557 ROCKWELL HGTS. DR.	DeLand
46. ATHENS	122 N. FLORIDA AVE.	DeLand
47. STORM STATION	1101 S. AMELIA AVE	DeLand
48. W. CAROLINA / ADELLE	422 W. CAROLINA AVE	DeLand
49. EAST BROOK	647 ASTORIA DR.	DeLand
50. LAKESHORE TRAILS	7754 ROYAL FERN CIR./0 WINTERBERRY	DeLand
51. SPRING ARBOR	1219 W. PLYMOUTH	DeLand
52. VICTORIA SQUARE	195 DODGE AVE.	DeLand
53. CROSSCREEK	1609 KINNAN TR	DeLand
54. SPRING HILL #1	492 W. MATHIS AVE.	DeLand
55. COUNTY FAIRGROUNDS	370 GOSSAMER RD	DeLand
56. COUNTY TRANSFER STATION	3151 E. NEW YORK AVE	DeLand
57. COMFORT INN	400 E. INTERNATL. SPDWY	DeLand
58. WINDROW BUILDING	1101 S. AMELIA AVE.	DeLand
59. N. STONE MEDICAL	1090 N. ORANGE AVE.	DeLand
60. WESTSIDE MASTER REPUMP	1001 N. HAZEN AVE.	DeLand
61. DIVISION/KENTUCKY	675 E. DIVISION ST.	DeLand
62. SOUTH POINT COMMONS	2470 S. WOODLAND BLVD.	DeLand
63. NORTHGATE	295 E. INTERNATL. SPDWY.	DeLand
64. PLUMOSUS PARK	190 E. TAYLOR RD.	DeLand
65. BALTIMORE/CLARA	1485 S. CLARA AVE.	DeLand
66. SAGO PARK	2395 N. WOODLAND BLVD.	DeLand
67. KEPLER RIDGE	2265 N. KEPLER RD.	DeLand
68. BLUE LAKE WOODS	1375 E. NEW YORK AVE	DeLand
69. AIR-TECH PARK	930 E. BISCAYNE	DeLand
70. BADCOCK HOME FURN.	1631 STATE RD.15A	DeLand
71. ARVIDA MASTER PUMP	1280 E. TAYLOR RD.	DeLand
72. CAMPGROUND	1898 SKYDIVE DR.	DeLand
73. PARADE CIRCLE	1660 PARADE CIRCLE	DeLand
74. WALGREENS	117 E. ROSEHILL AVE.	DeLand

Lift and Pump Stations (Continued)

Facility Name	Address	Jurisdiction
75. FREEDOM ELEMENTRY	1395 S.BLUE LAKE AVE.	DeLand
76. DOT OFFICES	1650 KEPLER AVE.	DeLand
77. CRYSTAL COVE	2337 CRYSTAL OAK DR.	DeLand
78. VICTORIA PARK COMMONS	2711 MARTIN LUTHER KING AV.	DeLand
79. VICTORIA PARK HILLS	1385 ORANGE CAMP RD.	DeLand
80 GEO.MARKS ELEMENTARY	1000 N. GARFIELD AVE.	DeLand
81 DELAND HIGH SCHOOL	800 OLD N. HILL AVE.	DeLand
82 WATERFORD LAKES	409 S. LAKE LINDLEY	DeLand
83. NSB HANGERS	2000 OLD DAYTONA RD	DeLand
84. SW MIDDLE SCHOOL	605 W. NEW HAMPSHIRE AVE	DeLand
85. LAKES OF DeLAND I	3562 AQUAMARINE DR.	DeLand
86. N. FIRE STATION	257 W. INT.SPDWY BLVD.	DeLand
87. WILLOW RIDGE	000 E. MINNESOTA	DeLand
88. VICTORIA GARDENS I	1134 HERON POINT WAY	DeLand
89. VICTORIA HILLS II	1805 BLUE LAKE AVE	DeLand
90. WOODS AT SOUTHRIDGE	811 E. BEREFORD AVE.	DeLand
91. LAKES OF DeLAND II	832 JADE PRKWY	DeLand
92. CARRIAGE APTS.	213 DYSON DRIVE	DeLand
93. FOREST TRACE	1501 W. MINNESOTA AVE	DeLand
94. GLENNWOOD SPRINGS	1305 WEYMOUTH DR.	DeLand
95. BERRYS RIDGE	3757 AIRPORT RD.	DeLand
96. NORTH RIDGE	125 BLANCO DR.	DeLand
97. PARKMORE MANOR	776 ASTORIA DR.	DeLand
98. HERITAGE PLACE	810 DEERFERN AVE.	DeLand
99. RIDGEWOOD CROSSING	401 S. RIDGEWOOD AVE.	DeLand
100. WP #9 / SE FIREHOUSE	1483 E. TAYLOR RD	DeLand
101. SADDLEBROOK RESERVE	134 SADDLEBROOK WAY	DeLand
102. MALLORY SQUARE	621 N. HAZEN RD	DeLand
103. DeLAND CROSSING	3051 E. NEW YORK AVE	DeLand
104. CLARA PLACE APTS.	318 W. NEW HAMPSHIRE AVE.	DeLand
105. VICTORIA FARMS NW	202 E. CHERRY PLACE	DeLand
106. THE ENCLAVE	133 CASSABELLA BLVD.	DeLand
107. COUNTRY CLUB VILLAS	52 BARRINGTON AVE.	DeLand
108. WELLINGTON WOODS	501 ORANGE CAMP AVE	DeLand
109. WOODLAND CROSSING	1706 N. WOODLAND BLVD.	DeLand
110. THE HIGHLANDS	305 SOUTHERN WINDS BLVD.	DeLand
111. BRANDY/TRAILS MASTER	465 E. LAKE MAMIE AVE	DeLand
112. CLARA / CALVIN	1175 S. CLARA AVE	DeLand
113. NORTH ACCESS RD I	2123 EDSON DR.	DeLand
114. NORTH ACSESS RD II	2245 EDSON DR.	DeLand
115. CITRUS GROVE ELEMENTRY	729 N. HAZEN AVE.	DeLand
116. TAYLOR PLACE APTS	1573-101 S. WOODLAND BLVD.	DeLand
117. ST. JOHN'S MARINA	NONE PROVIDED	DeLand
118. HAMPTON INN	30 SUMMIT PLACE	DeLand
119. COUNTRY CLUB CORNERS	NONE PROVIDED	DeLand
120. COUNTRY CLUB CORNERS II	NONE PROVIDED	DeLand
121. I4/44 BUSINESS CENTER	NONE PROVIDED	DeLand
KEPLER OAKS	NONE PROVIDED	DeLand
TWELVE OAKS I	NONE PROVIDED	DeLand
SPRINGWOOD TOWNHOMES	NONE PROVIDED	DeLand
VICTORIA HILLS III	NONE PROVIDED	DeLand
OAK HAMMOCK RESERVE	NONE PROVIDED	DeLand
TWELVE OAKS II	NONE PROVIDED	DeLand

Lift and Pump Stations (Continued)

Facility Name	Address	Jurisdiction
BERESFORD WOODS	NONE PROVIDED	DeLand
GARDEN CROSSING	NONE PROVIDED	DeLand
THEATRES MULTIPLEX	NONE PROVIDED	DeLand
RIVERWALK ESTATES	NONE PROVIDED	DeLand
THE WARNERS	NONE PROVIDED	DeLand
PELHAM SQUARE ESTATES	NONE PROVIDED	DeLand
TAYLOR ESTATES	NONE PROVIDED	DeLand
ROYAL OAKS	NONE PROVIDED	DeLand
HUNTINGTON DOWNS	NONE PROVIDED	DeLand
SIX ACRE SUBDIVISION	NONE PROVIDED	DeLand
OAK LANDING	NONE PROVIDED	DeLand
IVANHOE CENTRAL	NONE PROVIDED	DeLand
MILL LAKE STATION	291 BLUE SPRINGS AVENUE	Orange City
INDUSTRIAL DRIVE STATION	259 INDUSTRIAL DRIVE	Orange City
KINGS LAKE STATION	305 KINGS LAKE DRIVE	DeBary
LAKE CHARLES STATION	HIGHLAND AVENUE	DeBary
LAKE SUSAN STATION	96 US HIGHWAY 17-92	DeBary
DGCC ENTRANCE POND STATION	100 DEBARY PLANTATION BLVD	DeBary
QUAIL LAKE STATION	CADDIE DRIVE	DeBary
NO NAME LAKE STATION	HIGHBANKS ROAD	DeBary
Station 1	1690 S. Palmetto Avenue	South Daytona
Station 2	501 Big Tree Road	South Daytona
Station 3	200 Ridge Boulevard	South Daytona
Station 4	2326 Anastasia Drive	South Daytona
Station 5	635 Violet Street	South Daytona
Station 6	808 Valencia Road	South Daytona
Station 7	586 Brook Circle	South Daytona
Station 8	2451 S Ridgewood Avenue	South Daytona
Station 9	29 Sandusky Circle	South Daytona
Station 10	918 Reed Canal Road	South Daytona
Station 11	8 1/2 Spinnaker Circle	South Daytona
Station 12	2025 Hickorywood Drive	South Daytona
Station 13	2938 Lantern Drive	South Daytona
Station 14	794 Aspen Drive	South Daytona
Station 15	2936 Foxcroft Lane	South Daytona
Station 16	407 Banana Cay Drive	South Daytona
Station 17	1610 Magnolia Avenue	South Daytona
Station 18	115 Bryan Cave Road	South Daytona
Station 19	765 Big Tree Road	South Daytona
Station 20	1017 Green Acres Circle	South Daytona
Station 21	2302 S. Nova Road	South Daytona
Station 22	3198 S. Nova Road	South Daytona

Additional Addendum: Daytona Beach Fuel Tanks

The following table lists the fuel tanks located within the City of Daytona Beach, Florida.

Facility ID	SITE NAME	TANK ATTRIBUTES	HOURS OF OPERATION	REQUIRES TRUCK WITH PUMP	CODB PROJECT MANAGER
9700983	Bethune Point WWTP 1 Shady PL Daytona Beach, FL 32114	1 ea. 6,000 gal. Vehicular Diesel Double walled (DW) steel AST. 1 ea. 1,000 gal. Vehicular Diesel Doubled walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name: Tony Segreto Phone: 386-671-8712 Cell : 321-436-7479 Email: segretoa@codb.us
8631491	Fire Station #3 945 N. Halifax Ave. Daytona Beach, FL 32114	1 ea. 1,000 gal. Vehicular Diesel Double walled (DW) fiberglass UST	7am-5pm, 5 days	Yes	Name: Tony Segreto Phone: 386-671-8712 Cell : 321-436-7479 Email: segretoa@codb.us
9812157	Police Dept 129 Valor Blvd. Daytona Beach, FL 32114	1ea, 6000 gal Vehicular diesel Double walled	7am-5pm-5 days	Yes	Name: Tony Segreto Phone: 386-671-8712 Cell : 321-436-7479 Email: segretoa@codb.us
8622691	Westside Regional WWTP 3651 LPGA Blvd. Daytona Beach, FL 32117	2 ea. 6,000 gal. Vehicular diesel Double walled (DW) steel AST. 1 ea. 4,000 gal. Vehicular Diesel Double walled (DW) steel AST. 1 ea. 12,000 gal. Vehicular Diesel Double walled (DW) steel UST. 1 ea. 12,000 gal. Unleaded Gas Double Walled (DW) steel UST.	7am-5pm, 5 days	Yes Yes No no	Name: Tony Segreto Phone: 386-671-8712 Cell : 321-436-7479 Email: segretoa@codb.us
8622689	Public Works Complex 950 Bellevue Avenue Daytona Beach, FL 32114	2 ea. 12,000 gal. Unleaded gas Double walled (DW) steel AST. 1 ea. 12,000 gal. Vehicular Diesel Double walled (DW) steel AST. 1 ea. 2,000 gal. Unleaded gas Double walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name: Tony Segreto Phone: 386-671-8712 Cell : 321-436-7479 Email: segretoa@codb.us
8517330	Golf & Country Club 600 Wilder Blvd. Daytona Beach, FL 32114	1 ea. 1,000 gal. Vehicular Diesel Double walled (DW) steel AST. 1ea. 2,000 gal. Unleaded Gas Double walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name: Tony Segreto Phone: 386-671-8712 Cell : 321-436-7479 Email: segretoa@codb.us
9300590	Lift Station #1110 1612 Richard Petty Blvd. Daytona Beach, FL 32115	1 ea. 1,000 gal. Vehicular Diesel Double walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name: Tony Segreto Phone: 386-671-8712 Cell : 321-436-7479 Email: segretoa@codb.us
8631492	Fire Station #4 1675 Mason Ave. Daytona Beach, FL 32114	1 ea. 1,000 gal. Vehicular Diesel Double walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name: Tony Segreto Phone: 386-671-8712 Cell : 321-436-7479 Email: segretoa@codb.us
9300589	Lift Station #1162 2020 Beville Road Daytona Beach, FL 32115	1 ea. 1,000 gal. Vehicular Diesel Double walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name: Tony Segreto Phone: 386-671-8712 Cell : 321-436-7479 Email: segretoa@codb.us
9300588	Lift Station #1105 647 Shady Place Daytona Beach, FL 32114	1 ea. 1,000 gal. Vehicular Diesel Double walled (DW) steel AST.	7am-5pm, 5 days	Yes	Name: Tony Segreto Phone: 386-671-8712 Cell : 321-436-7479 Email: segretoa@codb.us

APPENDIX F: INDIVIDUAL JURISDICTIONAL MITIGATION PLANS

The Mitigation Plans for all 17 jurisdictions within Volusia County are located in a live, online document in an attempt to streamline the updating process.

In addition to the Mitigation Action Plan (in section 9 of this report) which lists all active projects, there are a number of completed and terminated projects that are not included in this listing. The individual Jurisdictional Mitigation Plans can be found at the link below.

Link to Mitigation Plans
Text to Link: ftp://ftp.ecfrpc.org/Live%20Links/Volusia%20LMS/
Click on “Initiatives List”
Username: pj
Password: pjP4ss3

JURISDICTION APPENDIX: DAYTONA BEACH

This Appendix further identifies the risk and vulnerability from the natural and man-made hazards in Volusia County. The following tables summarize financial exposure to hazard zones for storm surge and fire within Daytona Beach.

DAYTONA BEACH | Financial Vulnerability to Storm Surge and Fire Risk Zones

Financial Exposure to Storm Surge Hazard Zones – Cumulative Financial Values within Zones

Hazard Zone	Parcels in Zone	# Bldg./Condo	Land Value	Building Value	Assessed Value	Taxable Value
Category 1	1,292	1,081	$316,533,574	$398,921,520	$715,455,094	$512,415,698
Category 2	2,793	2,153	$393,703,452	$633,385,772	$1,027,089,224	$667,407,380
Category 3	12,291	10,116	$470,873,330	$867,850,024	$1,338,723,354	$822,399,062
Category 4	14,294	11,945	$585,339,138	$1,149,477,833	$1,734,816,971	$1,099,713,755
Category 5	14,700	12,306	$642,429,465	$1,318,434,326	$1,960,863,791	$1,169,549,896

Financial Exposure to Fire Hazard Zones – Cumulative Financial Values within Zones

Hazard Zone	Parcels in Zone	# Bldg./Condo	Land Value	Building Value	Assessed Value	Taxable Value
Low Risk	15,102	12,495	$1,185,206,025	$3,228,526,829	$4,413,743,039	$2,637,578,051
High Risk	1,370	1,120	$110,718,476	$312,593,326	$423,311,802	$292,031,819
Very High Risk	7,422	6,839	$399,200,179	$1,493,895,123	$1,893,095,302	$1,261,302,031

Data Source(s): FEMA (Flood Data); FDEM (Storm Surge Data); HAZUS (Fire Data); Volusia County (2019 Parcels)

Flooding data included in the Volusia County Floodplain Management Plan (Appendix I)

JURISDICTION APPENDIX: DAYTONA BEACH SHORES

This Appendix further identifies the risk and vulnerability from the natural and man-made hazards in Volusia County. The following tables summarize financial exposure to hazard zones for storm surge and fire within Daytona Beach Shores.

DAYTONA BEACH SHORES | Financial Vulnerability to Storm Surge and Fire Risk Zones

Financial Exposure to Storm Surge Hazard Zones – Cumulative Financial Values within Zones

Hazard Zone	Parcels in Zone	# Bldg./Condo	Land Value	Building Value	Assessed Value	Taxable Value
Category 1	152	111	$100,585,029	$122,779,051	$223,364,080	$202,762,343
Category 2	286	212	$127,338,502	$141,949,299	$269,287,801	$238,831,763
Category 3	686	548	$154,091,975	$161,119,547	$315,211,522	$274,901,183
Category 4	815	665	$164,040,623	$187,548,884	$351,589,507	$301,336,432
Category 5	815	665	$164,040,623	$187,548,884	$351,589,507	$301,336,432

Financial Exposure to Fire Hazard Zones – Cumulative Financial Values within Zones

Hazard Zone	Parcels in Zone	# Bldg./Condo	Land Value	Building Value	Assessed Value	Taxable Value
Low Risk	815	665	$178,678,445	$235,084,140	$413,762,585	$355,941,024
High Risk	0	0	$0	$0	$0	$0
Very High Risk	0	0	$0	$0	$0	$0

Data Source(s): FEMA (Flood Data); FDEM (Storm Surge Data); HAZUS (Fire Data); Volusia County (2019 Parcels)

Flooding data included in the Volusia County Floodplain Management Plan (Appendix I)

JURISDICTION APPENDIX: DEBARY

This Appendix further identifies the risk and vulnerability from the natural and man-made hazards in Volusia County. The following tables summarize financial exposure to hazard zones for storm surge and fire within DeBary.

DEBARY | Financial Vulnerability to Storm Surge and Fire Risk Zones

Financial Exposure to Storm Surge Hazard Zones – Cumulative Financial Values within Zones

Hazard Zone	Parcels in Zone	# Bldg./Condo	Land Value	Building Value	Assessed Value	Taxable Value
Category 1	324	238	$5,1417,203	$43,329,214	$94,746,417	$68,170,704
Category 2	326	239	$51,619,008	$43,678,087	$95,297,095	$68,448,119
Category 3	326	239	$51,820,813	$44,026,960	$95,847,773	$68,725,534
Category 4	327	240	$51,828,288	$44,027,727	$95,856,015	$68,733,776
Category 5	329	241	$52,616,950	$44,100,724	$96,717,674	$68,828,395

Financial Exposure to Fire Hazard Zones – Cumulative Financial Values within Zones

Hazard Zone	Parcels in Zone	# Bldg./Condo	Land Value	Building Value	Assessed Value	Taxable Value
Low Risk	430	327	$46,048,620	$75,660,588	$121,709,208	$89,521,167
High Risk	3,901	3,190	$200,697,229	$657,310,218	$858,007,447	$587,777,697
Very High Risk	6,099	5,351	$235,413,834	$765,908,420	$1,001,322,254	$658,068,792

Data Source(s): FEMA (Flood Data); FDEM (Storm Surge Data); HAZUS (Fire Data); Volusia County (2019 Parcels)

Flooding data included in the Volusia County Floodplain Management Plan (Appendix I)

JURISDICTION APPENDIX: DELAND

This Appendix further identifies the risk and vulnerability from the natural and man-made hazards in Volusia County. The following tables summarize financial exposure to hazard zones for storm surge and fire within DeLand.

DELAND | Financial Vulnerability to Storm Surge and Fire Risk Zones

Financial Exposure to Storm Surge Hazard Zones – Cumulative Financial Values within Zones

Hazard Zone	Parcels in Zone	# Bldg./Condo	Land Value	Building Value	Assessed Value	Taxable Value
Category 1	0	0	$0	$0	$0	$0
Category 2	0	0	$0	$0	$0	$0
Category 3	0	0	$0	$0	$0	$0
Category 4	0	0	$0	$0	$0	$0
Category 5	0	0	$0	$0	$0	$0

Financial Exposure to Fire Hazard Zones – Cumulative Financial Values within Zones

Hazard Zone	Parcels in Zone	# Bldg./Condo	Land Value	Building Value	Assessed Value	Taxable Value
Low Risk	5,517	4,865	$265,193,791	$1,128,691,587	$1,393,885,378	$938,546,649
High Risk	1,697	1,527	$72,963,630	$369,198,229	$442,161,859	$283,677,133
Very High Risk	6,116	5,045	$221,760,628	$931,483,842	$1,153,244,470	$654,488,071

Data Source(s): FEMA (Flood Data); FDEM (Storm Surge Data); HAZUS (Fire Data); Volusia County (2019 Parcels)

Flooding data included in the Volusia County Floodplain Management Plan (Appendix I)

JURISDICTION APPENDIX: DELTONA

This Appendix further identifies the risk and vulnerability from the natural and man-made hazards in Volusia County. The following tables summarize financial exposure to hazard zones for storm surge and fire within Deltona.

DELTONA | Financial Vulnerability to Storm Surge and Fire Risk Zones

Financial Exposure to Storm Surge Hazard Zones – Cumulative Financial Values within Zones

Hazard Zone	Parcels in Zone	# Bldg./Condo	Land Value	Building Value	Assessed Value	Taxable Value
Category 1	2	1	$92,110	$8,857	$100,967	$0
Category 2	2	1	$92,110	$8,857	$100,967	$0
Category 3	2	1	$92,110	$8,857	$100,967	$0
Category 4	2	1	$92,110	$8,857	$100,967	$0
Category 5	2	1	$92,110	$8,857	$100,967	$0

Financial Exposure to Fire Hazard Zones – Cumulative Financial Values within Zones

Hazard Zone	Parcels in Zone	# Bldg./Condo	Land Value	Building Value	Assessed Value	Taxable Value
Low Risk	7,213	6,491	$178,686,241	$848,121,569	$1,026,807,810	$600,669,572
High Risk	4,791	3,695	$134,003,267	$627,677,106	$761,680,373	$435,971,599
Very High Risk	26,375	23,449	$560,573,441	$3,282,568,428	$3,843,141,869	$2,184,762,773

Data Source(s): FEMA (Flood Data); FDEM (Storm Surge Data); HAZUS (Fire Data); Volusia County (2019 Parcels)

Flooding data included in the Volusia County Floodplain Management Plan (Appendix I)

JURISDICTION APPENDIX: EDGEWATER

This Appendix further identifies the risk and vulnerability from the natural and man-made hazards in Volusia County. The following tables summarize financial exposure to hazard zones for storm surge and fire within Edgewater.

EDGEWATER | Financial Vulnerability to Storm Surge and Fire Risk Zones

Financial Exposure to Storm Surge Hazard Zones – Cumulative Financial Values within Zones						
Hazard Zone	**Parcels in Zone**	**# Bldg./Condo**	**Land Value**	**Building Value**	**Assessed Value**	**Taxable Value**
Category 1	366	314	$105,441,618	$81,552,303	$186,993,921	$140,339,826
Category 2	2,261	1,948	$189,483,554	$288,168,048	$477,651,602	$329,925,010
Category 3	9,920	8,802	$273,525,490	$494,783,793	$768,309,283	$519,510,194
Category 4	11,077	9,790	$302,313,896	$637,303,998	$939,617,894	$627,143,272
Category 5	11,123	9,827	$303,800,538	$641,629,355	$945,429,893	$631,304,078

Financial Exposure to Fire Hazard Zones – Cumulative Financial Values within Zones						
Hazard Zone	**Parcels in Zone**	**# Bldg./Condo**	**Land Value**	**Building Value**	**Assessed Value**	**Taxable Value**
Low Risk	399	321	$46,902,690	$47,634,611	$94,537,301	$57,126,027
High Risk	738	503	$54,707,294	$109,075,143	$163,782,437	$122,844,495
Very High Risk	9,998	9,005	$319,876,390	$1,184,879,478	$1,504,755,868	$945,496,850

Data Source(s): FEMA (Flood Data); FDEM (Storm Surge Data); HAZUS (Fire Data); Volusia County (2019 Parcels)

Flooding data included in the Volusia County Floodplain Management Plan (Appendix I)

JURISDICTION APPENDIX: HOLLY HILL

This Appendix further identifies the risk and vulnerability from the natural and man-made hazards in Volusia County. The following tables summarize financial exposure to hazard zones for storm surge and fire within Holly Hill.

HOLLY HILL | Financial Vulnerability to Storm Surge and Fire Risk Zones

Financial Exposure to Storm Surge Hazard Zones – Cumulative Financial Values within Zones

Hazard Zone	Parcels in Zone	# Bldg./Condo	Land Value	Building Value	Assessed Value	Taxable Value
Category 1	194	167	$25,801,886	$30,132,552	$55,934,438	$38,117,316
Category 2	400	360	$32,042,960	$51,435,974	$83,478,934	$56,513,590
Category 3	4,633	4,195	$38,284,034	$72,739,396	$111,023,430	$74,909,864
Category 4	5,107	4,637	$51,502,972	$118,801,814	$170,304,786	$118,766,409
Category 5	5,110	4,640	$51,629,887	$118,911,907	$170,541,794	$118,935,829

Financial Exposure to Fire Hazard Zones – Cumulative Financial Values within Zones

Hazard Zone	Parcels in Zone	# Bldg./Condo	Land Value	Building Value	Assessed Value	Taxable Value
Low Risk	2,902	2,674	$115,559,356	$319,070,097	$434,629,453	$320,257,849
High Risk	43	22	$845,964	$2,658,995	$3,504,959	$2,023,085
Very High Risk	2,180	1,959	$71,351,888	$243,781,521	$315,133,409	$214,790,484

Data Source(s): FEMA (Flood Data); FDEM (Storm Surge Data); HAZUS (Fire Data); Volusia County (2019 Parcels)

Flooding data included in the Volusia County Floodplain Management Plan (Appendix I)

JURISDICTION APPENDIX: LAKE HELEN

This Appendix further identifies the risk and vulnerability from the natural and man-made hazards in Volusia County. The following tables summarize financial exposure to hazard zones for storm surge and fire within Lake Helen.

LAKE HELEN | Financial Vulnerability to Storm Surge and Fire Risk Zones

Financial Exposure to Storm Surge Hazard Zones – Cumulative Financial Values within Zones

Hazard Zone	Parcels in Zone	# Bldg./Condo	Land Value	Building Value	Assessed Value	Taxable Value
Category 1	0	0	$0	$0	$0	$0
Category 2	0	0	$0	$0	$0	$0
Category 3	0	0	$0	$0	$0	$0
Category 4	0	0	$0	$0	$0	$0
Category 5	0	0	$0	$0	$0	$0

Financial Exposure to Fire Hazard Zones – Cumulative Financial Values within Zones

Hazard Zone	Parcels in Zone	# Bldg./Condo	Land Value	Building Value	Assessed Value	Taxable Value
Low Risk	117	30	$3,938,983	$6,230,332	$10,169,315	$6,439,172
High Risk	262	168	$11,415,904	$23,604,372	$35,020,276	$22,035,619
Very High Risk	1,315	953	$46,037,814	$110,630,220	$156,668,034	$91,645,132

Data Source(s): FEMA (Flood Data); FDEM (Storm Surge Data); HAZUS (Fire Data); Volusia County (2019 Parcels)

Flooding data included in the Volusia County Floodplain Management Plan (Appendix I)

JURISDICTION APPENDIX: NEW SMYRNA BEACH

This Appendix further identifies the risk and vulnerability from the natural and man-made hazards in Volusia County. The following tables summarize financial exposure to hazard zones for storm surge and fire within New Smyrna Beach.

NEW SMYRNA BEACH | Financial Vulnerability to Storm Surge and Fire Risk Zones

Financial Exposure to Storm Surge Hazard Zones – Cumulative Financial Values within Zones

Hazard Zone	Parcels in Zone	# Bldg./Condo	Land Value	Building Value	Assessed Value	Taxable Value
Category 1	2,710	2,263	$545,329,637	$556,239,092	$1,101,568,729	$753,109,743
Category 2	9,489	8,122	$1,235,996,619	$1,597,404,229	$2,833,400,848	$1,943,643,519
Category 3	12,041	10,444	$1,926,663,601	$2,638,569,366	$4,565,232,967	$3,134,177,295
Category 4	12,334	10,706	$1,952,940,787	$2,696,763,374	$4,649,704,161	$3,205,528,664
Category 5	12,754	11,088	$1,972,907,139	$2,771,396,493	$4,744,303,632	$3,277,466,061

Financial Exposure to Fire Hazard Zones – Cumulative Financial Values within Zones

Hazard Zone	Parcels in Zone	# Bldg./Condo	Land Value	Building Value	Assessed Value	Taxable Value
Low Risk	7,454	6,480	$1,248,488,406	$1,429,197,043	$2,677,685,449	$1,990,677,914
High Risk	2,577	2,210	$217,818,892	$481,626,143	$699,445,035	$493,015,255
Very High Risk	5,932	5,047	$340,016,266	$851,018,653	$1,191,034,919	$788,641,286

Data Source(s): FEMA (Flood Data); FDEM (Storm Surge Data); HAZUS (Fire Data); Volusia County (2019 Parcels)

Flooding data included in the Volusia County Floodplain Management Plan (Appendix I)

JURISDICTION APPENDIX: OAK HILL

This Appendix further identifies the risk and vulnerability from the natural and man-made hazards in Volusia County. The following tables summarize financial exposure to hazard zones for storm surge and fire within Oak Hill.

OAK HILL | Financial Vulnerability to Storm Surge and Fire Risk Zones

Financial Exposure to Storm Surge Hazard Zones – Cumulative Financial Values within Zones						
Hazard Zone	**Parcels in Zone**	**# Bldg./Condo**	**Land Value**	**Building Value**	**Assessed Value**	**Taxable Value**
Category 1	626	453	$72,484,465	$50,648,581	$123,133,046	$75,389,343
Category 2	1,091	679	$86,237,499	$75,507,531	$161,745,030	$99,420,806
Category 3	1,656	1,020	$99,990,533	$100,366,481	$200,357,014	$123,452,269
Category 4	1,730	1,074	$101,845,156	$105,554,586	$207,399,742	$127,516,331
Category 5	1,754	1,093	$102,383,401	$107,387,060	$209,770,461	$128,909,110

Financial Exposure to Fire Hazard Zones – Cumulative Financial Values within Zones						
Hazard Zone	**Parcels in Zone**	**# Bldg./Condo**	**Land Value**	**Building Value**	**Assessed Value**	**Taxable Value**
Low Risk	59	11	$24,748,035	$819,002	$25,567,037	$974,421
High Risk	892	471	$38,676,089	$57,363,588	$96,039,677	$64,399,607
Very High Risk	803	611	$42,728,398	$59,076,417	$101,804,815	$69,940,413

Data Source(s): FEMA (Flood Data); FDEM (Storm Surge Data); HAZUS (Fire Data); Volusia County (2019 Parcels)

Flooding data included in the Volusia County Floodplain Management Plan (Appendix I)

JURISDICTION APPENDIX: ORANGE CITY

This Appendix further identifies the risk and vulnerability from the natural and man-made hazards in Volusia County. The following tables summarize financial exposure to hazard zones for storm surge and fire within Orange City.

ORANGE CITY | Financial Vulnerability to Storm Surge and Fire Risk Zones

Financial Exposure to Storm Surge Hazard Zones – Cumulative Financial Values within Zones

Hazard Zone	Parcels in Zone	# Bldg./Condo	Land Value	Building Value	Assessed Value	Taxable Value
Category 1	0	0	$0	$0	$0	$0
Category 2	0	0	$0	$0	$0	$0
Category 3	0	0	$0	$0	$0	$0
Category 4	0	0	$0	$0	$0	$0
Category 5	0	0	$0	$0	$0	$0

Financial Exposure to Fire Hazard Zones – Cumulative Financial Values within Zones

Hazard Zone	Parcels in Zone	# Bldg./Condo	Land Value	Building Value	Assessed Value	Taxable Value
Low Risk	348	216	$50,022,495	$74,786,904	$124,809,399	$113,923,315
High Risk	811	581	$80,272,598	$276,503,517	$356,776,115	$239,936,274
Very High Risk	2,764	2,386	$130,709,104	$433,443,614	$564,152,718	$374,484,357

Data Source(s): FEMA (Flood Data); FDEM (Storm Surge Data); HAZUS (Fire Data); Volusia County (2019 Parcels)

Flooding data included in the Volusia County Floodplain Management Plan (Appendix I)

JURISDICTION APPENDIX: ORMOND BEACH

This Appendix further identifies the risk and vulnerability from the natural and man-made hazards in Volusia County. The following tables summarize financial exposure to hazard zones for storm surge and fire within Ormond Beach.

ORMOND BEACH | Financial Vulnerability to Storm Surge and Fire Risk Zones

Financial Exposure to Storm Surge Hazard Zones – Cumulative Financial Values within Zones

Hazard Zone	Parcels in Zone	# Bldg./Condo	Land Value	Building Value	Assessed Value	Taxable Value
Category 1	927	769	$260,256,044	$309,139,518	$569,395,562	$435,805,288
Category 2	1,457	1,263	$350,772,981	$451,795,086	$802,568,067	$612,352,861
Category 3	8,662	7,886	$441,289,918	$594,450,654	$1,035,740,572	$788,900,434
Category 4	11,403	10,462	$612,627,516	$1,023,964,919	$1,636,592,435	$1,223,671,593
Category 5	12,661	11,603	$673,213,154	$1,278,476,752	$1,951,689,906	$1,444,841,698

Financial Exposure to Fire Hazard Zones – Cumulative Financial Values within Zones

Hazard Zone	Parcels in Zone	# Bldg./Condo	Land Value	Building Value	Assessed Value	Taxable Value
Low Risk	2,780	2,541	$327,179,094	$540,032,990	$867,212,084	$668,582,412
High Risk	5,353	4,796	$365,173,095	$1,248,661,275	$1,613,834,370	$1,220,722,443
Very High Risk	10,417	9,602	$697,576,286	$1,685,417,457	$2,382,993,743	$1,673,948,067

Data Source(s): FEMA (Flood Data); FDEM (Storm Surge Data); HAZUS (Fire Data); Volusia County (2019 Parcels)

Flooding data included in the Volusia County Floodplain Management Plan (Appendix I)

JURISDICTION APPENDIX: PIERSON

This Appendix further identifies the risk and vulnerability from the natural and man-made hazards in Volusia County. The following tables summarize financial exposure to hazard zones for storm surge and fire within Pierson.

PIERSON | Financial Vulnerability to Storm Surge and Fire Risk Zones

Financial Exposure to Storm Surge Hazard Zones – Cumulative Financial Values within Zones

Hazard Zone	Parcels in Zone	# Bldg./Condo	Land Value	Building Value	Assessed Value	Taxable Value
Category 1	0	0	$0	$0	$0	$0
Category 2	0	0	$0	$0	$0	$0
Category 3	0	0	$0	$0	$0	$0
Category 4	0	0	$0	$0	$0	$0
Category 5	0	0	$0	$0	$0	$0

Financial Exposure to Fire Hazard Zones – Cumulative Financial Values within Zones

Hazard Zone	Parcels in Zone	# Bldg./Condo	Land Value	Building Value	Assessed Value	Taxable Value
Low Risk	107	29	$4,260,359	$2,761,476	$7,021,835	$3,266,461
High Risk	735	358	$16,268,871	$30,542,047	$46,810,918	$28,694,699
Very High Risk	405	274	$11,335,448	$46,591,894	$57,927,342	$20,692,531

Data Source(s): FEMA (Flood Data); FDEM (Storm Surge Data); HAZUS (Fire Data); Volusia County (2019 Parcels)

Flooding data included in the Volusia County Floodplain Management Plan (Appendix I)

JURISDICTION APPENDIX: PONCE INLET

This Appendix further identifies the risk and vulnerability from the natural and man-made hazards in Volusia County. The following tables summarize financial exposure to hazard zones for storm surge and fire within Ponce Inlet.

PONCE INLET | Financial Vulnerability to Storm Surge and Fire Risk Zones

Financial Exposure to Storm Surge Hazard Zones – Cumulative Financial Values within Zones

Hazard Zone	Parcels in Zone	# Bldg./Condo	Land Value	Building Value	Assessed Value	Taxable Value
Category 1	466	306	$160,936,727	$96,496,798	$257,433,525	$183,535,659
Category 2	789	561	$200,816,821	$163,545,872	$364,362,693	$261,304,973
Category 3	1,420	1,055	$240,696,915	$230,594,946	$471,291,861	$339,074,287
Category 4	1,633	1,243	$268,237,671	$268,569,593	$536,807,264	$393,346,667
Category 5	1,633	1,243	$268,237,671	$268,569,593	$536,807,264	$393,346,667

Financial Exposure to Fire Hazard Zones – Cumulative Financial Values within Zones

Hazard Zone	Parcels in Zone	# Bldg./Condo	Land Value	Building Value	Assessed Value	Taxable Value
Low Risk	1,191	925	$207,263,957	$217,818,746	$425,082,703	$328,025,753
High Risk	436	318	$103,172,264	$103,679,286	$206,851,550	$140,041,860
Very High Risk	0	0	$0	$0	$0	$0

Data Source(s): FEMA (Flood Data); FDEM (Storm Surge Data); HAZUS (Fire Data); Volusia County (2019 Parcels)

Flooding data included in the Volusia County Floodplain Management Plan (Appendix I)

JURISDICTION APPENDIX: PORT ORANGE

This Appendix further identifies the risk and vulnerability from the natural and man-made hazards in Volusia County. The following tables summarize financial exposure to hazard zones for storm surge and fire within Port Orange.

PORT ORANGE | Financial Vulnerability to Storm Surge and Fire Risk Zones

Financial Exposure to Storm Surge Hazard Zones – Cumulative Financial Values within Zones						
Hazard Zone	**Parcels in Zone**	**# Bldg./Condo**	**Land Value**	**Building Value**	**Assessed Value**	**Taxable Value**
Category 1	1,532	1,342	$154,823,802	$202,641,051	$357,464,853	$239,154,031
Category 2	6,593	5,998	$351,457,391	$820,346,663	$1,171,804,054	$806,345,719
Category 3	10,605	9,718	$548,090,980	$1,438,052,275	$1,986,143,255	$1,373,537,407
Category 4	13,132	12,024	$638,924,300	$1,916,163,624	$2,555,087,924	$1,747,704,637
Category 5	14,121	12,972	$700,252,798	$2,104,258,871	$2,804,511,669	$1,918,028,545

Financial Exposure to Fire Hazard Zones – Cumulative Financial Values within Zones						
Hazard Zone	**Parcels in Zone**	**# Bldg./Condo**	**Land Value**	**Building Value**	**Assessed Value**	**Taxable Value**
Low Risk	7,601	6,963	$387,667,469	$963,513,836	$1,351,181,305	$973,957,479
High Risk	6,598	6,217	$329,097,146	$1,362,329,529	$1,691,426,675	$1,258,722,903
Very High Risk	9,341	8,680	$405,972,741	$1,690,540,979	$2,096,513,720	$1,403,419,446

Data Source(s): FEMA (Flood Data); FDEM (Storm Surge Data); HAZUS (Fire Data); Volusia County (2019 Parcels)

Flooding data included in the Volusia County Floodplain Management Plan (Appendix I)

JURISDICTION APPENDIX: SOUTH DAYTONA

This Appendix further identifies the risk and vulnerability from the natural and man-made hazards in Volusia County. The following tables summarize financial exposure to hazard zones for storm surge and fire within South Daytona.

SOUTH DAYTONA | Financial Vulnerability to Storm Surge and Fire Risk Zones

Financial Exposure to Storm Surge Hazard Zones – Cumulative Financial Values within Zones

Hazard Zone	Parcels in Zone	# Bldg./Condo	Land Value	Building Value	Assessed Value	Taxable Value
Category 1	458	409	$67,559,639	$78,401,012	$145,960,651	$119,585,799
Category 2	4,177	3,968	$202,485,134	$551,760,404	$754,245,538	$520,099,635
Category 3	4,972	4,700	$337,410,629	$1,025,119,796	$1,362,530,425	$920,613,471
Category 4	5,064	4,768	$339,018,243	$1,028,241,724	$1,367,259,967	$923,538,650
Category 5	5,064	4,768	$339,018,243	$1,028,241,724	$1,367,259,967	$923,538,650

Financial Exposure to Fire Hazard Zones – Cumulative Financial Values within Zones

Hazard Zone	Parcels in Zone	# Bldg./Condo	Land Value	Building Value	Assessed Value	Taxable Value
Low Risk	4,590	4,355	$208,784,183	$572,487,504	$781,271,687	$543,009,746
High Risk	262	251	$9,169,580	$35,328,417	$44,497,997	$30,763,720
Very High Risk	212	162	$10,065,026	$22,321,003	$32,386,029	$29,319,130

Data Source(s): FEMA (Flood Data); FDEM (Storm Surge Data); HAZUS (Fire Data); Volusia County (2019 Parcels)

Flooding data included in the Volusia County Floodplain Management Plan (Appendix I)

JURISDICTION APPENDIX: UNINCORPORATED VOLUSIA

This Appendix further identifies the risk and vulnerability from the natural and man-made hazards in Volusia County. The following tables summarize financial exposure to hazard zones for storm surge and fire within Unincorporated Volusia County.

UNINCORPORATED VOLUSIA CO. | Financial Vulnerability to Storm Surge and Fire Risk Zones

Financial Exposure to Storm Surge Hazard Zones – Cumulative Financial Values within Zones

Hazard Zone	Parcels in Zone	# Bldg./Condo	Land Value	Building Value	Assessed Value	Taxable Value
Category 1	17,288	3,463	$849,799,986	$2,368,173,965	$1,500,031,353	$899,472,256
Category 2	27,620	6,331	$1,169,262,612	$3,656,214,914	$2,231,409,375	$1,404,188,164
Category 3	40,504	11,933	$1,488,725,238	$4,944,255,863	$2,962,787,397	$1,908,904,072
Category 4	44,174	14,080	$1,674,058,601	$5,369,351,565	$3,478,355,687	$2,276,301,841
Category 5	46,757	15,654	$1,858,631,838	$5,740,359,384	$4,013,312,681	$2,655,929,722

Financial Exposure to Fire Hazard Zones – Cumulative Financial Values within Zones

Hazard Zone	Parcels in Zone	# Bldg./Condo	Land Value	Building Value	Assessed Value	Taxable Value
Low Risk	49,454	7,211	$1,498,701,938	$4,201,137,676	$2,724,917,026	$1,487,413,978
High Risk	27,196	15,656	$1,405,203,622	$3,054,912,917	$4,240,015,526	$2,622,809,944
Very High Risk	34,892	25,063	$1,352,161,953	$3,748,697,150	$4,608,124,514	$3,069,592,950

Data Source(s): FEMA (Flood Data); FDEM (Storm Surge Data); HAZUS (Fire Data); Volusia County (2019 Parcels)

Flooding data included in the Volusia County Floodplain Management Plan (Appendix I)

APPENDIX H: HAZARD IDENTIFICATION RISK ANALYSIS (HIRA) CONSEQUENCES

This Appendix identifies the capabilities and potential consequences on a county scale to natural and man-made hazards in Volusia County.

Core Capabilities by Hazard

The table below summarizes the core capabilities that are deemed 'essential' for Volusia County to maintain community control in the event that one or more of the hazards below will occur.

Core Capabilities	Wind	Storm Surge	Flood	Lightning	Tornado	Fire	Drought	Ext. Temp	Sea Lv. Rise	Pandemic	HazMat	Terrorism	
Access Control / ID Verif.										X		X	2
Community Resilience	X	X	X	X	X	X	X	X	X	X	X	X	12
Critical Transportation		X	X								X	X	4
Cybersecurity				X								X	2
Economic Recovery	X	X	X	X	X	X	X	X	X	X	X	X	12
Env.Response/Health/Safety	X	X	X	X	X	X	X	X	X	X	X	X	12
Fatality Management					X					X	X	X	4
Forensics/Attribution											X	X	2
Health/Social Services	X	X	X	X	X	X	X	X	X	X	X	X	12
Housing	X	X	X		X	X			X			X	7
Infrastructure Systems	X	X	X	X	X	X					X	X	8
Intelligence/Info Sharing										X	X	X	3
Interdiction/Disruption										X	X	X	3
L.T. Vulnerab. Reduction	X	X	X	X	X	X	X	X	X	X	X	X	12
Mass Care Services	X		X	X	X	X	X	X		X	X	X	10
Mass Search/Rescue	X	X	X		X	X				X	X	X	8
Nat./Cultural Resources	X	X	X	X	X	X					X	X	8
On-Scene Security/Prot.	X	X	X		X	X				X	X	X	8
Operational Communic.	X	X	X	X	X	X	X	X	X	X	X	X	12
Operational Coordinat'n.	X	X	X	X	X	X	X	X	X	X	X	X	12
Phys. Protective Measure										X		X	2
Planning	X	X	X	X	X	X	X	X	X	X	X	X	12
Public/Pvt. Services/Res.	X	X	X		X	X	X			X	X	X	9
Health/Medical Service	X	X	X	X	X	X	X	X	X	X	X	X	12
Public Info/Warning	X	X	X	X	X	X	X	X	X	X	X	X	12
Risk Resilience Mgmt.	X	X	X	X	X	X	X	X	X	X	X	X	12
Risk Mgmt-Programs	X	X	X	X	X	X	X	X	X	X	X	X	12
Screen/Search/Detection										X	X	X	3
Situational Assessment	X	X	X	X	X	X	X	X	X	X	X	X	12
Supple Chain Integrity										X		X	2
Threats/Hazard Identific.	X	X	X	X	X	X	X	X	X	X	X	X	12
	21	21	22	18	22	21	16	15	15	25	26	31	

Top Core Capabilities by Number of Applicable Hazards

Community Resilience (12)
Economic Recovery (12)
Environmental Response (12)
Health/Social Services (12)
Long Term Vulnerability Reduction (12)
Operational Communication (12)
Operational Coordination (12)
Planning (12)
Health/Medical Services (12)
Public Warning (12)
Risk Resilience Management (12)
Risk Management Programs (12)
Situational Assessment (12)
Threat/Hazard Identification (12)

Top Hazards by Core Capabilities Affected

1. Terrorism (31)
2. HazMat (26)
3. Pandemic (25)
4. Tornado (22)
5. Flood (22)

APPENDIX H: HAZARD IDENTIFICATION RISK ANALYSIS (HIRA) CONSEQUENCES

Resource Requirements and Target Capabilities by Hazard

This section of the report details the core capability targets and resource requirements for all natural, societal and technological hazards covered in the Local Mitigation Strategy. The tables provided for each hazard are based off of the template created as part of the Threat and Hazard Identification and Risk Assessment Guide (Second Edition) created by the U.S. Department of Homeland Security.

The following hazards are covered within this portion of the THIRA analysis:

- *Flood*
- *Fire*
- *Wind*
- *Storm Surge*
- *Tornado*
- *HazMat Incident*
- *Pandemic*

Flood

Flooding	
Context Description	A large tropical low has formed off of the coast of Florida and has been held stationary by the presence of a low pressure system moving southward from northern Florida for over three days. An estimated 50% of the parcels within Flood Zone 'A' are affected, 50% of the parcels within Flood Zones 'AH', 'AO' and 'AE' are affected, 75% of the parcels within Flood Zone 'VE' are affected, and 1% of the parcels within Flood Zone X (500-Year Floodplain) are affected. The storm affects the building and assessed values of the parcels hit by an estimated 10%.
Core Capability	
Capability Target	Community Resilience, Critical Transportation, Economic Recovery, Environmental Response, Health and Social Services, Housing, Infrastructure Systems, Long Term Vulnerability Reduction, Mass Care Services, Mass Search/Rescue, Natural and Cultural Resources, On-Scene Security/Protection, Operational Communication/Coordination, Planning, Public/Private Services, Health/Medical Service, Public Info/Warning, Risk Resilience Management, Risk Management Programs, Situational Assessment, Threat/Hazard Identification
Resource Requirement	
Resources	**Number Required**

Fire

Fire	
Context Description	A wildfire spawns and spreads within a 'Very High Risk' area within Volusia County. The fire spreads, and as a result, 1% of the parcels within the 'Very High Risk' zone are affected, 0.5% of the parcels within the 'High Risk' zone are affected, 0.25% of the parcels within the 'Low Risk' zone are affected, and 0.1% of the parcels within the 'No Risk' or 'None' zone are affected. The fire affects parcels uniformly across hazard zones.
Core Capability	
Capability Target	Community Resilience, Economic Recovery, Environmental Response, Health and Social Services, Housing, Infrastructure Systems, Long Term Vulnerability Reduction, Mass Care Services, Mass Search/Rescue, Natural and Cultural Resources, On-Scene Security/ Protection, Operational Communication/ Coordination, Planning, Public/Private Services, Health/Medical Service, Public Info/Warning, Risk Resilience Management, Risk Management Programs, Situational Assessment, Threat/Hazard Identification; Prescribed Burns
Resource Requirement	
Resources	**Number Required**

Drought

Pandemic	
Context Description	It is the beginning of summer. East central Florida is in a severe drought, as it has not rained in two months in Volusia County. The drought has caused brushfires to start in the western portions of the County. Dehydration-related deaths in the County have reached 10 since January.
Core Capability	
Capability Target	Community Resilience; Prescribed Burns, Long Term Vulnerability Reduction, Mass Care Services, Mass Search/Rescue, Aerial Reconnaissance and GIS Mapping of Fire, Aerial Firefighting Services (Regional, State, Federal), Inter-County Cooperation and Resource Sharing, Operational Communication/ Coordination, Planning, Public/Private Services, Health/Medical Service, Public Info/Warning, Risk Resilience Management, Threat/Hazard Identification, Health/Medical Services, Rapid Medical Air Transport
Resource Requirement	
Resources	**Number Required**

Wind

Wind	
Context Description	A Category 3 Hurricane hits Volusia County from the Atlantic Ocean, affecting a large portion of the county with wind damage. An estimated 60% of the parcels within the 111-115 Wind Zone are affected, while 25% of the parcels within the 106-110 Wind Zone and 10% of the parcels within the 105-110 Wind Zone are affected.
Core Capability	
Capability Target	Community Resilience, Economic Recovery, Environmental Response, Health and Social Services, Housing, Infrastructure Systems, Long Term Vulnerability Reduction, Mass Care Services, Mass Search/Rescue, Natural and Cultural Resources, On-Scene Security/Protection, Operational Communication/ Coordination, Planning, Public/Private Services, Health/Medical Service, Public Info/Warning, Risk Resilience Management, Risk Management Programs, Situational Assessment, Threat/Hazard Identification
Resource Requirement	
Resources	**Number Required**

Storm Surge

Storm Surge	
Context Description	A Category 3 Hurricane hits Volusia County, affecting a large portion of the county with storm surge damage. An estimated 60% of the parcels within the Category 1 Storm Surge zone are affected, 45% of the parcels within the Category 2 zone are affected, 30% of the parcels within the Category 3 zone are affected, 2% of the parcels within the Category 4 zone are affected and 1% of the parcels within the Category 5 zone are affected.
Core Capability	
Capability Target	Community Resilience, Critical Transportation, Economic Recovery, Environmental Response, Health and Social Services, Housing, Infrastructure Systems, Long Term Vulnerability Reduction, Mass Search/Rescue, Natural and Cultural Resources, On-Scene Security/Protection, Operational Communication/ Coordination, Planning, Public/Private Services, Health/Medical Service, Public Info/Warning, Risk Resilience Management, Risk Management Programs, Situational Assessment, Threat/Hazard Identification
Resource Requirement	
Resources	**Number Required**

Sea Level Rise

Pandemic	
Context Description	It is the year 2070. A neighborhood located on the barrier islands is beginning to flood frequently due to sea level rise, subsidence and other factors. Property owners are having a hard time selling their properties and the value of the properties is decreasing.
Core Capability	
Capability Target	Pre-Planning as part of the HMGP Program (Demolition, etc.); Sea Level Rise Vulnerability Assessments and Identified Countermeasures; Gray/Green Infrastructure (Sea Walls); Other Protective Measures; Community Resilience; Economic Recovery, Environmental Response, Health and Social Services, Housing, Infrastructure Systems, Long Term Vulnerability Reduction
Resource Requirement	
Resources	**Number Required**

Tornado

Tornado	
Context Description	A Category 3 Hurricane spawns several F1 tornadoes near the Ponce Inlet area. 100% of the parcels that are directly hit by the tornado are affected with 100% damage (as a percentage of building value), 50% of the parcels within 1/8 of a mile are affected with 75% damage, 20% of the parcels closer than 1/4 mile but farther than 1/8 mile away are affected with 20% damage, 5% of the parcels closer than 1/2 mile but farther than 1/4 mile away are affected with 2% in damage, and 1% of the parcels father than 1/2 mile away but less than one mile away are affected with minor, variable damage.
Core Capability	
Capability Target	Community Resilience, Economic Recovery, Environmental Response, Health and Social Services, Housing, Infrastructure Systems, Long Term Vulnerability Reduction, Mass Care Services, Mass Search/Rescue, Natural and Cultural Resources, On-Scene Security/Protection, Operational Communication/ Coordination, Planning, Public/Private Services, Health/Medical Service, Public Info/Warning, Risk Resilience Management, Risk Management Programs, Situational Assessment, Threat/Hazard Identification
Resource Requirement	
Resources	**Number Required**

HazMat Incident

HazMat Incident	
Context Description	A train traveling along the Florida East Coast Railway crashes into Dubious Chemz, a chemical facility located along the Florida East Coast Railway line in unincorporated Volusia County. The train is not carrying hazardous materials, but the impact with the chemical facility triggers a simultaneous release of 26,000 pounds of chlorine stored in the facility into the air. Wind is registered at 5 miles per hour from the east southeast, humidity is 50% and the air temperature is 85 degrees Fahrenheit. The constant chemical leak lasts for exactly one hour, at which point all 26,000 pounds of chlorine have been released.
Core Capability	
Capability Target	Community Resilience, Critical Transportation, Economic Recovery, Response for Environmental/Health/Safety, Fatality Management, Forensics/Attribution, Health/Social Services, Infrastructure Systems, Intelligence/Information Sharing, Interdiction/Disruption, Long Term Vulnerability Reduction, Mass Care Services, Mass Search/Rescue, Natural and Cultural Resources, On-Scene Security and Protection, Operational Communication, Operational Coordination, Planning, Public/Private Services and Response, Health/Medical Services, Public Info/ Warning, Risk Resilience Management, Risk Management Programs, Screen/ Search/ Detect, Situational Assessment, Threat/Hazard Identification
Resource Requirement	
Resources	**Number Required**

Pandemic

Pandemic	
Context Description	An airplane landing at Daytona Municipal Airport carrying 234 passengers becomes overwhelmed by a NLV-like pandemic that sickens 80% of the passenger. After the passengers de-board the plane without a health check, the virus is airborne, has a 20% spread rate (20% of people who come in contact with the infected become infected) and is caught when a person with the sickness comes within 1 foot of a person with the pandemic. Moreover, of the 234 passengers affected with the sickness, those 234 passengers come in contact (or spread the disease) with an average of 7.5 persons per hour. The disease does not inflict casualties until at least 12 to 18 hours after the initial infection period, adding to the number of individuals who can be exposed to the disease from those infected individuals that are still alive.
Core Capability	
Capability Target	Access Control/ID Verification, Community Resilience, Economic Recovery, Response for Environmental/Health/Safety, Fatality Management, Health/Social Services, Intelligence/Information Sharing, Interdiction/ Disruption, Long Term Vulnerability Reduction, Mass Care Services, Mass Search/ Rescue, On-Scene Security and Protection, Operational Communication, Operational Coordination, Physical Protective Measures, Planning, Public/ Private Services and Response, Health/Medical Services, Public Info/ Warning, Risk Resilience Management, Risk Management Programs, Screen/ Search/ Detect, Situational Assessment, Supply Chain Integrity, Threat/Hazard Identification
Resource Requirement	
Resources	**Number Required**

Terrorism

Pandemic	
Context Description	A terrorist of unknown domestic or international origin detonates an explosive at the Daytona 500 car race while attendees are exiting the stadium. There are immediate casualties, both fatal and non-fatal, including fatal injuries to the perpetrator. It is unknown whether or not the perpetrator acted alone.
Core Capability	
Capability Target	Federal Coordination of Assets and Intelligence (FBI, CIA); State Coordination of Assets and Intelligence (FDLE); Regional Coordination of Assets and Equipment (CFIX); COOP Planning; Economic Recovery Planning; Mass Care Services; Mass Search/Rescue; On-Scene Law Enforcement Response; Health/Medical Services; Physical Protective Measures; Public Information; Coordination through the Media, Social Media and Law Enforcement; Operational Communication, Operational Coordination
Resource Requirement	
Resources	**Number Required**

Extreme Temperatures

Pandemic	
Context Description	It is mid-August and temperatures reach 110 degrees Fahrenheit for five straight days. Students returning to school are beginning to be hospitalized for heat stroke and other heat-related illnesses, and multiple elderly residents have passed away as a result of heat stroke.
Core Capability	
Capability Target	Health/Medical Services; Rapid Medical Air Transport; Mass Care Services; Public Info/Warning Systems; Social Media and Media Outreach; School District Coordination with Schools; Medical Training for School Staff Member(s); Intensive Care Unit; Response for Environmental/Health/Safety; Fatality Management; Coordination with the Federal/State Government; Coordination with the Red Cross
Resource Requirement	
Resources	**Number Required**

Lightning

Pandemic	
Context Description	A youth sports team is caught in a severe thunderstorm and multiple members of the team are struck by lightning. The sports complex is located in a rural area of west Volusia, not close to any hospital facilities. Some patients need immediate hospital care while others have very minor injuries.
Core Capability	
Capability Target	Health/Medical Services; Rapid Medical Air Transport; Mass Care Services; Mass Search/Rescue; Public Info/Warning Systems; Social Media; National Weather Service Coordination; Regional EMS Support; Inter-Local Agreements for Medical Response; Intensive Care Unit; Medical Specialists
Resource Requirement	
Resources	**Number Required**

APPENDIX I: VOLUSIA COUNTY FLOODPLAIN MANAGEMENT PLAN

The entire Volusia County Integrated Floodplain Management is imbedded as an appendix within the LMS. The FMP can be found on the following pages of this report.

Beginning in 2020, the Volusia County Integrated Floodplain Management Plan will be updated in conjunction with the Volusia County Local Mitigation Strategy. This is reflected in the title of the Floodplain Management Plan, which has been amended to “2020” from “2018” as part of this report.

Volusia County Integrated Floodplain Management Plan

2020

Prepared for

Volusia County Division of Emergency Management

by

The East Central Florida Regional Planning Council

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Contents

I. ACKNOWLEDGEMENTS 1

II. INTRODUCTION 1

III. BACKGROUND 2

IV. PLANNING PROCESS 2

A. Organize to Prepare the Plan 2

B. Involve the Public 3

C. Coordinate 7

V. RISK ASSESSMENT 9

A. Assessing the Hazard 9

B. Assessing the Problem 16

1. VULNERABILITY SUMMARY 18

2. LIFE, SAFETY AND HEALTH 19

3. CRITICAL FACILITIES 20

4. ECONOMIC ANALYSIS 21

5. PROPERTY ANALYSIS 24

6. REPETITIVE LOSS ANALYSIS 27

7. FLOOD CLAIM ANALYSIS 29

8. NATURAL PROTECTION 31

9. LAND USE AND TREND ANALYSIS 32

VI. MITIGATION STRATEGY 35

A. Setting Goals 36

VII. MITIGATION STRATEGY AND ACTIVITIES 39
A. Flooding Preventative Activities 40
B. Property Preventative Activities 40
C. Natural Resource Protection Activities 40
D. Emergency Services Activities 41
E. Structural Projects 41
F. Public Education and Awareness Activities 41
G. Action Plan 42
IX. PLAN MAINTENANCE 45

List of Figures

Figure 1: FEMA Flood Zones 9
Figure 2: Riverine Flooding Areas 10
Figure 3: Storm Surge Zones 11
Figure 4: Known Flooding Areas 14
Figure 5: Combined Hazard Zone 15
Figure 6: 500 Year Floodplain 15
Figure 7: Critical Facilities 21
Figure 8: Parcel Values in the Floodplain 22
Figure 9: Floodplain Growth (2007-2017) 24
Figure 10: Buildings in the Floodplain 25
Figure 13: Conservation Lands in the Floodplain 31
Figure 14: Future Land Uses in the Floodplain 32
Figure 15: Shelters and Evacuation Routes in the Floodplain 34

List of Tables

Table 1: Planning Committee Meetings 3
Table 2: Jurisdictional Plans 8
Table 3: Potential Storm Tide Height(s) (In Feet above NAVD88) 12
Table 4: Disaster Declarations resulting in Flooding in Volusia County 13
Table 5: Flood Frequency Increase with Sea Level Rise 15
Table 6: Number of Critical Facilities in the Floodplain per Jurisdiction 21
Table 7: Total Financial Exposure to 100-Year Floodplain 23
Table 8: Year Built of Structures in the 100-Year Floodplain 26
Table 9: Repetitive Loss Analysis Summary by Jurisdiction 28
Table 10: Flood Insurance Claim Analysis by Jurisdiction 30
Table 11: Analysis of Acreage of Future Land Uses in the 100-Year Floodplain 33
Table 12: List of Storm Shelters in Volusia County 35
Table 13: Funding Sources for Property Mitigation Activities 39
Table 14: Prioritization and Scoring Worksheet 44
Table 15: Plan Storage Locations 47

List of Appendices

Appendix A: Jurisdictional Profiles
Appendix B: Public Survey
Appendix C: Business Survey
Appendix D: Neighborhood Association Survey
Appendix E: Public Meeting Information
Appendix F: Resolutions of Support
Appendix G: Action Plan
Appendix H: Public Comment on Draft Plan
Appendix I: Resolutions of Adoption

I. ACKNOWLEDGEMENTS

The East Central Florida Regional Planning Council would like to thank the Floodplain Management Plan Committee for their participation in the preparation of this plan. The following jurisdictions were instrumental in the completion of this plan: Volusia County, Daytona Beach, Daytona Beach Shores, Debary, DeLand, Deltona, Edgewater, Holly Hill, Lake Helen, New Smyrna Beach, Oak Hill, Orange City, Ormond Beach, Pierson, Ponce Inlet, Port Orange, and South Daytona. Thank you to the Volusia County Division of Emergency Management for assisting in the plan development and coordination necessary for its success.

II. INTRODUCTION

The National Flood Insurance Program (NFIP) provides federally supported flood insurance in communities that regulate development in floodplains. The Community Rating System (CRS) grades the various Community Floodplain Management Programs and reduces flood insurance premiums in those communities that meet certain requirements. In order to reduce the potential for personal/property losses in flood prone areas and ensure the lowest possible flood insurance premiums for our residents, Volusia County and the jurisdictions of Daytona Beach, Daytona Beach Shores, Debary, Deland, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Oak Hill, Orange City, Ormond Beach, Pierson, Ponce Inlet, Port Orange and South Daytona have developed this Floodplain Management Plan which includes specific jurisdictional plans. The Plan was developed and is updated annually with input from the Volusia County Local Mitigation Strategy Steering Committee, Volusia Prepares; and the Volusia County Growth & Resource Management and Public Works Departments. On June 12, 2013, the Volusia Prepares Steering Committee voted unanimously to incorporate the Plan into the Local Mitigation Strategy.

Activity section 510 of the CRS Coordinator's Manual requires an annual update of the Plan's implementation be made available to the local governing body (distributed electronically), the community, and the media. Copies of this plan are available for review at the Volusia County Kelly Administration Building, 123 West Indiana Avenue, DeLand, and the Daytona Beach Regional Library, 105 East Magnolia Avenue, Daytona Beach. Additionally, copies may be obtained by calling the Volusia County Emergency Management Division, 386-258-4088 or downloading a copy from https://www.volusia.org/services/public-protection/emergency-management/types-of-disasters/floods. A copy of this report has also been sent to the Daytona Beach News-Journal, the Orlando Sentinel, and the State of Florida NFIP Coordinating Official. This memorandum documents the current status of the Plan's implementation.

III. BACKGROUND

This Floodplain Management Plan was developed by the East Central Florida Regional Planning Council for Volusia County and the jurisdictions within. The plan is designed to encompass a snapshot of floodplain hazards throughout the county and also provide separate jurisdictional plans developed as the appendices of the main plan. This design promotes a unified approach to mitigation and planning efforts and consistency across the county. As part of the planning process, this plan was integrated with the Volusia County Local Mitigation Strategy document (LMS). The LMS provides in-depth analysis of hazards and mitigation strategies. Various sections of the LMS have been identified throughout this Floodplain Management Plan in order to provide additional information for projects and analysis. The Volusia County Floodplain Management Plan follows the format and outline of the Community Rating System guidance. Individual jurisdictional analysis is provided in Appendix A of this document.

IV. PLANNING PROCESS

A. Organize to Prepare the Plan

The 2020 Volusia County Floodplain Management Plan update was prepared by the East Central Florida Regional Planning Council (ECFRPC), a community planning office, in conjunction with the Volusia County Emergency Management Division, the Volusia County Growth Management Department and the jurisdictions within Volusia County. The ECFRPC project manager is a certified planner by the American Institute of Certified Planners. The planning committee consisted of the Volusia Prepares LMS Working Group, County CRS Coordinator, Floodplain Managers, and additional jurisdictional staff responsible for the implementation of floodplain management strategies, State Mitigation Officers and the Florida Division of Emergency Management. The planning process and committee were supported by the jurisdictional commissions, and the names of the planning team members (Volusia Prepares) are included below. These individuals acted as liaisons between the planning team (VCEM and ECFRPC) and city commissioners for support and adoption of the plan. Members were included in the beginning of the planning process via the Volusia Prepares meetings and were provided copies of the draft plan for comment before final plan adoption.

- **Daytona Beach**: *Kimberly Dixon, Utilities*
- **Daytona Bch. Shores**: *Stewart Cruz, Planning*
- **DeBary**: *Alan Williamson, Public Works*
- **DeLand**: *Maria Becker, Risk Management*
- **Deltona**: *Scott McGrath, Planning*
- **Edgewater**: *Tyna Lynn Hilton, Planning*
- **Holly Hill**: *Steve Juengst, Public Works*
- **Lake Helen**: *Becky Witte, City Clerk*
- **New Smyrna Bch**: *Kyle Fegley, Engineering*
- **Oak Hill**: *Mandy Osweiler, City Clerk*
- **Orange City**: *Raul Palenzuela, Public Works*
- **Ormond Beach**: *Becky Weedo, Planning*
- **Ponce Inlet**: *Hank Baker, Building*
- **Port Orange**: *Amanda Lasecki & Jordan Guido, Engineering*
- **South Daytona**: *John Dillard, Community Dev't*
- **Volusia County**: *Larry LaHue & Aubrie Austin, Emergency Management; Nancy Church, IT*
- **Volusia Schools**: *Russ Tysinger, Maintenance/Ops.*

Several planning committee meetings were held throughout the process. Due to the limited time frame to prepare the planning document, meetings focused on multiple steps of the process. The table below lists the planning team meeting dates, locations and focus areas of each meeting. In addition to these meetings, Volusia Prepares members also met on March 14th, 2018.

Table 1: Planning Committee Meetings

Meeting Name & Attendees	Date	Location	Focus Areas
Kick Off Meeting (ECFRPC, County EM)	3/28/2018	Phone Meeting	Project Budget, Plan and CRS Overview, Planning Process, Planning Team, Public Outreach, Surveys
Interim Planning Meeting #1 (ECFRPC, County EM)	6/8/2018	Volusia County EOC	Public Meetings, Volusia Prepares Meeting, Public Survey, Damage Assessment, Scheduling
Interim Planning Meeting #2 (ECFRPC, County EM, Cities & Towns)	6/20/2018	Volusia County Beach Safety Headquarters	Volusia Prepares Members, Action Plan, Jurisdictional Plans, Vulnerability Analysis, Goals and Objectives
Final Planning Meeting (ECFRPC, County EM)	7/31/2018	Volusia County EOC	Draft Plan, Appendices, Volusia Prepares Steering Committee Adoption (FMP to LMS), Final Updates

B. Involve the Public

As part of the planning process, numerous efforts to engage the public were implemented. The planning committee reviewed the survey and provided comments prior to public release. A public survey was created using surveymonkey.com and the link was provided to all jurisdictions for release in newsletters, utility/water bills, and through websites and social media. The link was also made available on the Volusia County Floodplain website. The survey was also made accessible at the public meetings.

The survey announcements provided contact information in order to request a hard copy of the survey, which was then provided with a return envelope. Postcards were also addressed to other facilities specifically requested by jurisdictions, which provided information

and the survey link. The public survey received a total of 43 responses during its collection period from January 5, 2018 to July 10th, 2018. Statistical results for each individual question are located in Appendix B.

Key findings from the public survey are as follows:

- Over 44.2% of respondents have lived in their current residence for over 10 years.
- Approximately 51.2% of respondents indicated their home was built prior to 1987.
- 46.5% responded that they are not concerned about the possibility of their home flooding, 41.9% are somewhat concerned, and 11.6% are very concerned about the possibility of their home being flooded.
- 27.9% of respondents noted that their home is located within a floodplain, 53.5% are located outside a floodplain, and 18.6% are unsure if their home is located within a designated floodplain.
- Of the 24.5% of respondents knowing within the floodplain, 9.1% are in Zone AE, 18.1% are in Zone A1-A30, 9.1% are in Zone AH. However 63.6% are unsure of their zone classification.
- Nearly 76.2% of respondents indicated that their home, to their knowledge, has never flooded due to natural causes.
    - Of the 4.8% of respondents indicating their home had flooded due to natural causes, 16.7% noted that the last flooding occurred between 2000 and 2009 (this would include the 2004 Hurricanes and TS Fay). 33% flooded in 2017.
    - 50.0% of those respondents who have experienced flooding in their homes noted that the flooding was less than 1 foot in depth, 50.0% experienced between 1 and 2 feet of water.
    - The cost of structural damages associated with this flooding was varied; 50.0% noted less than $1000; 0% noted between $5000 and $50,000; and 50.0% were unsure.
    - The approximate dollar value of personal items lost was varied as well; 50.0% noted less than $1000 in loss; 0% indicated between $1,000 and $1,999; and 0% lost more than $5,000 of personal items (50.0% were unsure).
- 33.3% of total respondents have flood insurance; 57.1% do not; 9.5% are unsure
- Of the 57.1% without flood insurance, the majority (44.0%) stated that the main reason for not having flood insurance was that they feel there is no real threat of a flood on their property; 16.0% indicated that cost is the main reason.
- Nearly 10.3% of respondents noted that flood mitigation efforts had been implemented on their property. 25.6% were unsure, while 64.1% did not have any mitigation efforts undertaken on their property.

    - Mitigation included a variety of efforts from pouring a cement barrier at wall bases, building a flood wall, elevating house slab, control ditches, building swales, fill dirt, elevated property and home, sold property adjacent to home for retention pond, and natural vegetation to act as flood barrier.
- 85.7% of respondents indicated that they have never considered implementing flood management strategies on their property. The reasons for the lack of implementation include time and money.
- No respondents (0%) indicated that their property is currently classified as a repetitive flood loss property. 16.2% are unsure.
- 56.8% of respondents have visited the Volusia County Floodplain website *(up from 25.7% in 2013)*
- 13.5% of respondents are very satisfied with jurisdictional efforts of public involvement and outreach as it concerns flood hazards; 18.9% are somewhat satisfied; 5.4% are somewhat dissatisfied; 2.7% are very dissatisfied, and 59.4% are unaware of public involvement/outreach efforts.

The report appendices provide documentation of the various efforts used to inform the public of the survey (see Press Release, Appendix E) and a copy of the public survey with statistical results for each question (Appendix B).

The business community was engaged in the process through a survey created specifically for business owners. The link to this survey was made available to jurisdictions to release to the various Chambers of Commerce and other business oriented agencies and groups within their community. The link was distributed through various websites at the beginning of the planning process, and through a final press release near the end of the planning process (see Press Release, Appendix E). This survey was also made available at the public meetings for any business owners in attendance. This survey received 3 responses during its collection period from January 5th, 2018 to July 10th, 2018. Appendix C provides a copy of the business survey results.

Main findings from the business survey are as follows:

- 66.7% of respondents have been in business at their current locations for 11- 20 years.
- 100% of buildings were constructed between before 1987
- None of the respondents are “not concerned” about their business flooding and 100% (all 3) are “very concerned” about the flooding possibility of streets accessing their business.

- While 50% of respondents indicated they are located within a designated flood hazard zone, 50% are unsure. Of these respondents, 100% noted that they are unsure of their flood zone. One business skipped this question.
- Being located in a flood zone was a concern in business location for 50% of respondents. One business skipped this question.
- 50% of respondents indicated that their place of business has flooded due to natural/environmental causes; this event occurred in 2017. One business skipped this question.
- Flooding has caused 50% of respondents to close their business for 0-1 days and 50% to close for more than 7 days.
- 50% of respondents have flood insurance for their property while 50% are unsure.
- When asked why they do not have flood insurance, 0% of respondents without flood insurance indicated that they feel there is no real threat of flooding on their property while 100% said it is not cost effective.
- 50% of respondents noted that flood mitigation efforts have been implemented on their property.
- 0% of business respondents are satisfied with public involvement and outreach efforts by local jurisdictions as related to floodplain management.

In Volusia County, a number of Home Owner Associations are associated with developments within the 100 year floodplain. An analysis of the floodplain and home owner association data identified 94 associations within the floodplain. Another specialized survey was developed and due to the availability of only mailing addresses, postcards were sent to the 94 home owners association with information and the link to the survey. This survey was open for comment from January 5th to July 10th, 2018. During this time, 4 surveys were completed, resulting in a 5% response rate. Results of this survey are located in Appendix D.

A total of two public meetings were held during the planning process. The meetings kicked off the public process by obtaining initial comments and input from the public. All public meetings were advertised in the Florida Administrative Weekly and a press release was issued to all jurisdictions and the Volusia County Public Information Officer. Appendix E provides samples of the public meeting announcements conducted throughout the county and within jurisdictions.

Due to the size of Volusia County, it was determined the best way to reach the residents was to hold one meeting on the east side of the county (City Island Library, Daytona Beach) and one on the west side (DeLand Public Library). The meetings were held on June 15th and June 18th, 2018, respectively. The meetings consisted of a presentation on the plan background and purpose, question and answer session and an open house session. Computers were provided at the meeting for attendees to access the public survey and

to visit the Volusia County Flood Mapping website to determine whether a specific property is located within the floodplain. Public comments were recorded and brought back to the planning team for discussion and review.

The public was also provided the opportunity to comment on the final draft plan through an open survey period. Emails with the plan and survey links were provided to property, business and homeowners who supplied contact information in the initial surveys. A press release was provided to media outlets and all jurisdictions and partnering agencies and stakeholders were provided the link to the survey and document for dissemination to the public and for use on social media outlets. The public comment period was open from June 15th, to July 10th, 2018. Attempts to encourage public input to the planner or Floodplain Management Plan Committee included information distributed through Utility Bills and informational notices posted on webpages. Local television channels, including Channel 13, were provided with press releases of the FMP Public Survey to televise. Additionally, the County has built a web site and links to provide flood and other natural hazard related information.

C. Coordinate

Existing studies, reports, plans and other information were reviewed in the development of this plan. These documents include the Volusia County Local Mitigation Strategy, local Comprehensive Plans, Land Development Codes, Ordinances, and stormwater management plans. During the LMS update of 2014, individual plan updates were reviewed as well to ensure consistency and overlapping projects and priorities. Table 2 illustrates the plans, reports, codes, and other documents within each jurisdiction. *The Volusia County LMS provides more information concerning each plan and its role in emergency management and floodplain management. This information can be found in Section 7: Capability Assessment of the LMS.* Note that as part of the Floodplain Management Plan, this table has been updated and modified from the LMS. It is recommended that during the next update of the LMS, this table be used as a point of update. Note: All jurisdictions, through this FMP have integrated a standalone Floodplain Management Plan.

Jurisdiction	Local Mitigation Strategy	Comprehensive Land Use Plan	Floodplain Management Plan*	Open Space Management Plan	[illegible]	Natural Resource Protection Plan/Policies/Code	Flood Response Plan	Emergency Operations Plan	Continuity of Operations Plan	Evacuation Plan	Disaster Recovery Plan	Capital Improvements Plan	Economic Development Plan	Historic Preservation Plan	Floodplain Ordinance (or Flood Damage Prevention Ordinance)	Zoning Ordinance	Subdivision Ordinance	[illegible]	Post-disaster Redevelopment /Reconstruction Ordinance /Policy	Building Code	Building Code with FEMA Floodplain Standards (2013)	Fire Code	National Flood Insurance Program	NFIP Community Rating System
Daytona Beach	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Daytona Beach Shores	X	X			X			X		X		X			X	X		X		X	X	X	X	X
DeBary	X	X	X	X	X	X	X	X			X	X	X		X	X	X			X		X	X	
Deland	X	X	X	X	X		X	X	X	X	X	X	X		X	X	X	X		X		X	X	
Deltona	X	X	X	X	X	X		X	X	X		X	X			X	X	X		X		X	X	X
Edgewater	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X		X	X	X
Holly Hill	X	X	X	X	X	X	X	X	X	X		X	X		X	X	X			X		X	X	X
Lake Helen	X	X	X	X	X	X	X	X	X	X		X		X	X	X	X	X		X		X	X	
New Smyrna Beach	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X
Oak Hill	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	
Orange City	X	X	X	X	X		X	X	X	X		X		X		X	X			X	X	X	X	
Ormond Beach	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X
Pierson	X	X						X		X		X				X	X			X		X	X	
Ponce Inlet	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X		X	X	X	X	X	X
Port Orange	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X	X	X	X	X	X	X	X
South Daytona	X	X	X	X	X	X	X	X	X	X	X	X	X		X	X	X			X		X	X	X
Volusia County	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X	X

Table 2: Jurisdictional Plans

Source: Volusia County LMS, 2018

The Planning Team reviewed plans from the County and all jurisdictions for information geared to assist in the data collection, analysis and overall development of this plan. While the Local Mitigation Strategy provided a great deal of information, individual Comprehensive Plans gave the planning team good insight into the policy-driven needs of these jurisdiction from a community resiliency and land use perspective. The datasets compiled from the Future Land Use element of each Comprehensive Plan within the County (city and county) were utilized to create a land-use based GIS analysis in the risk assessment portion of this report. The county Emergency Operations Plan and COOP Plans were also reviewed by the Planning team to ensure the initiative and analyses included in this plan reflect the actual response mechanisms already in place in Volusia County. Of the plans listed above, another crucial piece of information from the jurisdictional level came from building codes and standards located within Land Development Codes.

V. RISK ASSESSMENT

A. Assessing the Hazard

The County consists of approximately 1,210 square miles with 50 miles of Atlantic coastline. Approximately 982 square miles are located in unincorporated areas and 238 square miles are incorporated. On the east side of the County, the Halifax River and the Indian River North/Mosquito Lagoon make up the Intracoastal Waterway and form long, narrow estuaries which separate the mainland from the barrier island. Ponce De Leon Inlet, located near the middle of the coastline, serves as the County's only passage through which ocean tides and hurricane surges pass into the Intracoastal Waterway.

The St. Johns River is the largest river in the County and flows along the west side of the County. The Tomoka River has a tributary area of 159 square miles, which serves the northeastern and central portions of the County. The river flows from south to north and discharges through the Tomoka Basin to the Halifax River, which can be subject to storm surge.

Volusia County's primary and most often occurring hazard is from flooding caused by hurricanes, tropical storms, and subtropical events that are associated with extremely heavy rain. Many areas of Volusia County are

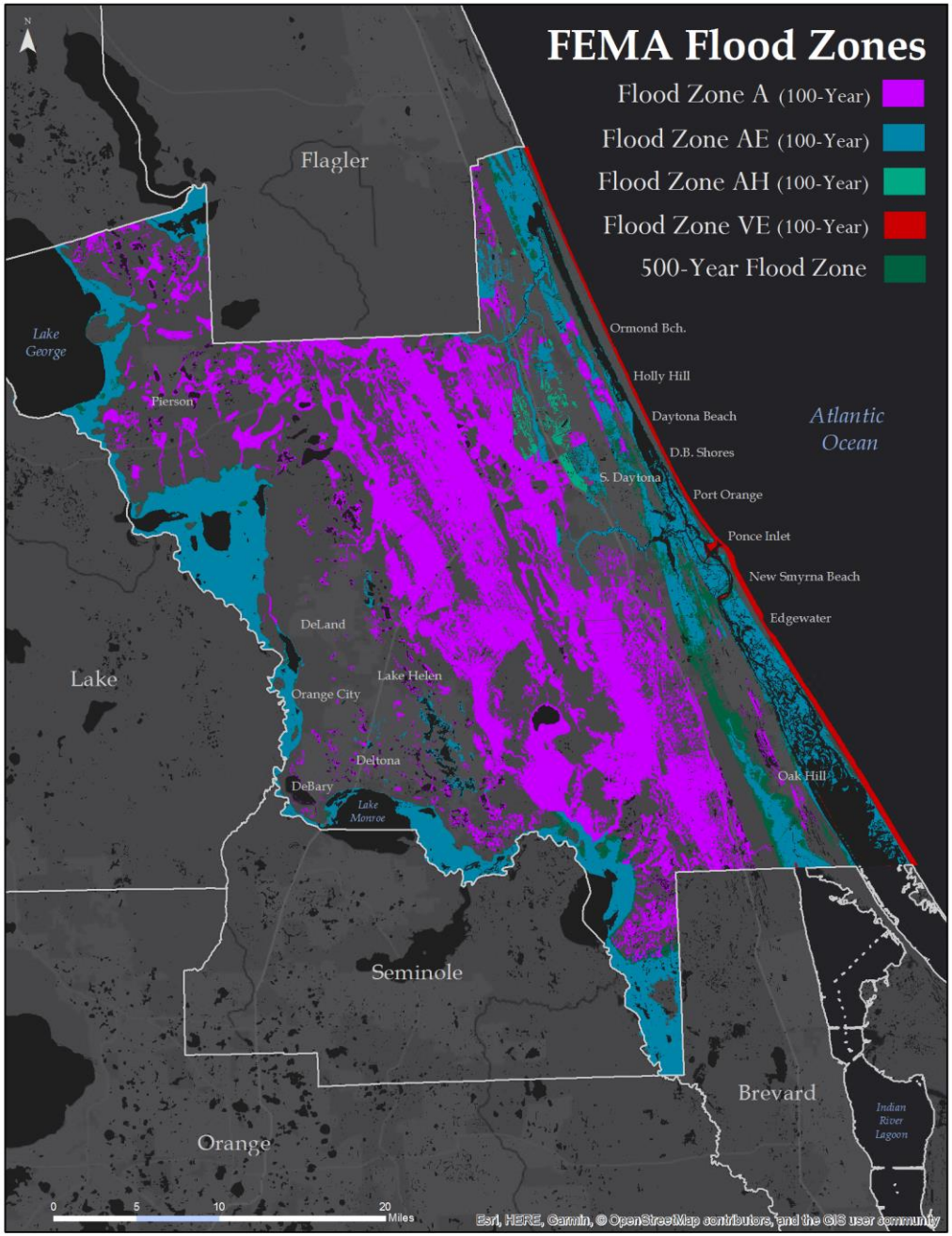


Figure 1: FEMA Flood Zones

susceptible to riverine and urban flooding as well as by storm surge due to coastal storm events. Riverine flooding occurs from the St. Johns River, the Halifax River and the Tomoka River, in addition to associated tributaries and creeks such as Thompson Creek and Laurel Creek in the Ormond Beach area.

Additionally, certain low-lying inland areas in the northwest, north, southeast and southwest are considered flood-prone areas. Many evacuation routes traverse the floodplain and if not mitigated properly (elevated, designed, etc.), could be prone to flooding. The figure on the previous page depicts the Volusia County 2017 DFIRM flood zones throughout the County. The storm surge zone map on the following page visualizes storm surge zones (by hurricane intensity) from the Statewide Regional Evacuation Study for the East Central Florida Region.

Areas vulnerable to flooding are generally located within the floodplain. FEMA updated the Flood Insurance Rate Maps for Volusia County and published them in 2017. Base flood elevations have been calculated in the Flood Insurance Study for Volusia County.

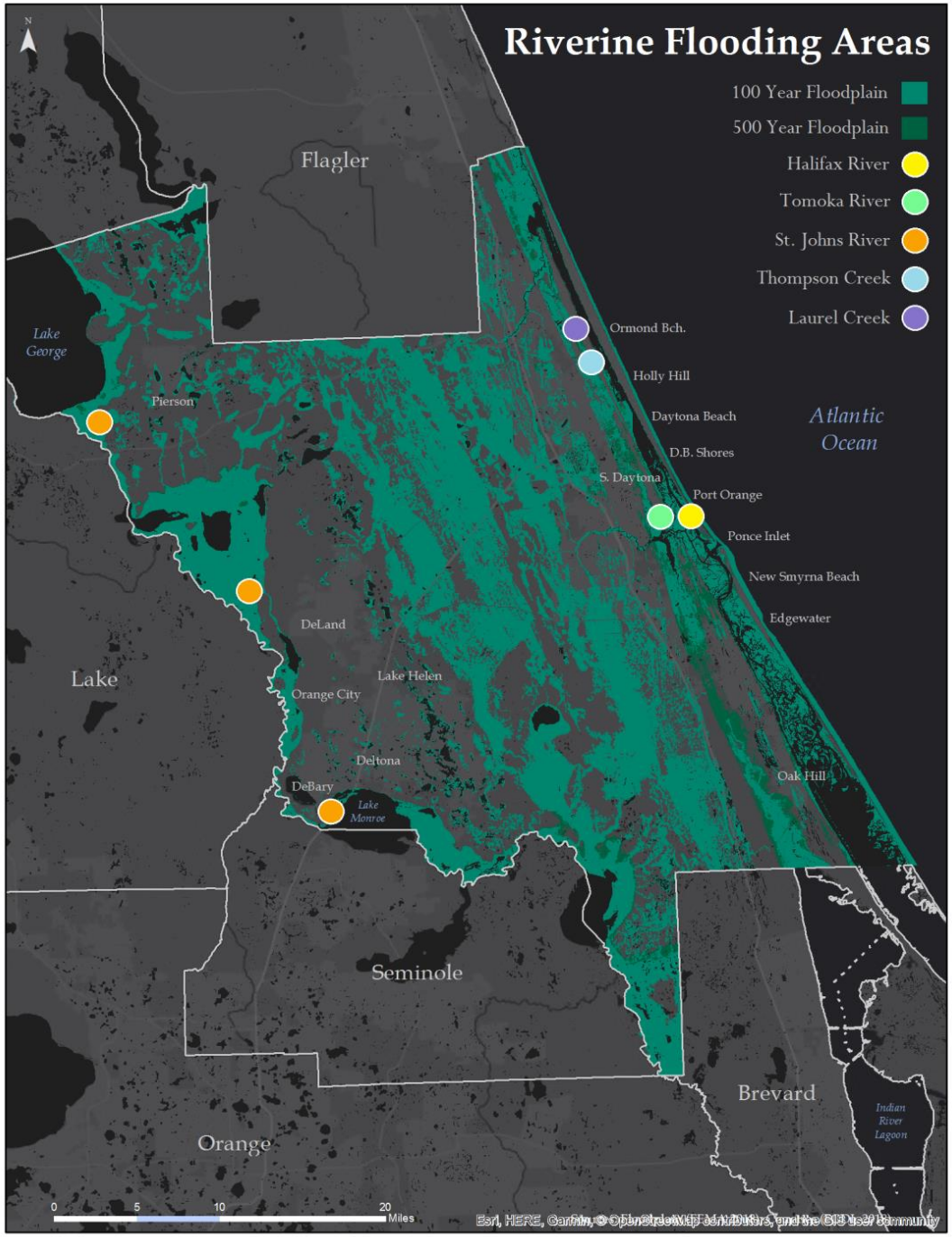


Figure 2: Riverine Flooding Areas

Storm Surge

Coastal flooding caused by tropical storms, hurricanes and unusually high tides combined with strong easterly or northeasterly winds also poses a continuing threat to the County. Storm surge produces most of the flood damage and loss of life associated with storms that make landfall or that closely approach a coastline. Storm surge is the most dangerous hurricane hazard, as 88% of hurricane related deaths are attributed to drowning (Source: National Hurricane Center).

The principal tool utilized in assessing the hazard of storm surge is the Sea, Lake and Overland Surges from Hurricane (SLOSH) model. The computerized SLOSH model predicts the tidal surge heights that result from hypothetical hurricanes with selected various combinations of pressure, size, forward speed, track and winds. The SLOSH model, which is utilized locally for hazard and vulnerability analysis, has been digitized into the County's GIS (Geographical Information System) mapping system. Estimated storm surge heights range from two to four feet in a Category 1 storm to in excess of twenty feet in a Category 5 storm. The table on the following page is from the 2010 Statewide Regional Evacuation Study Program developed for the east central Florida region by the ECFRPC. Through SLOSH Analysis, it was determined that a Category 1 storm surge will produce storm tide heights up to 6 feet. A category 5 storm will produce

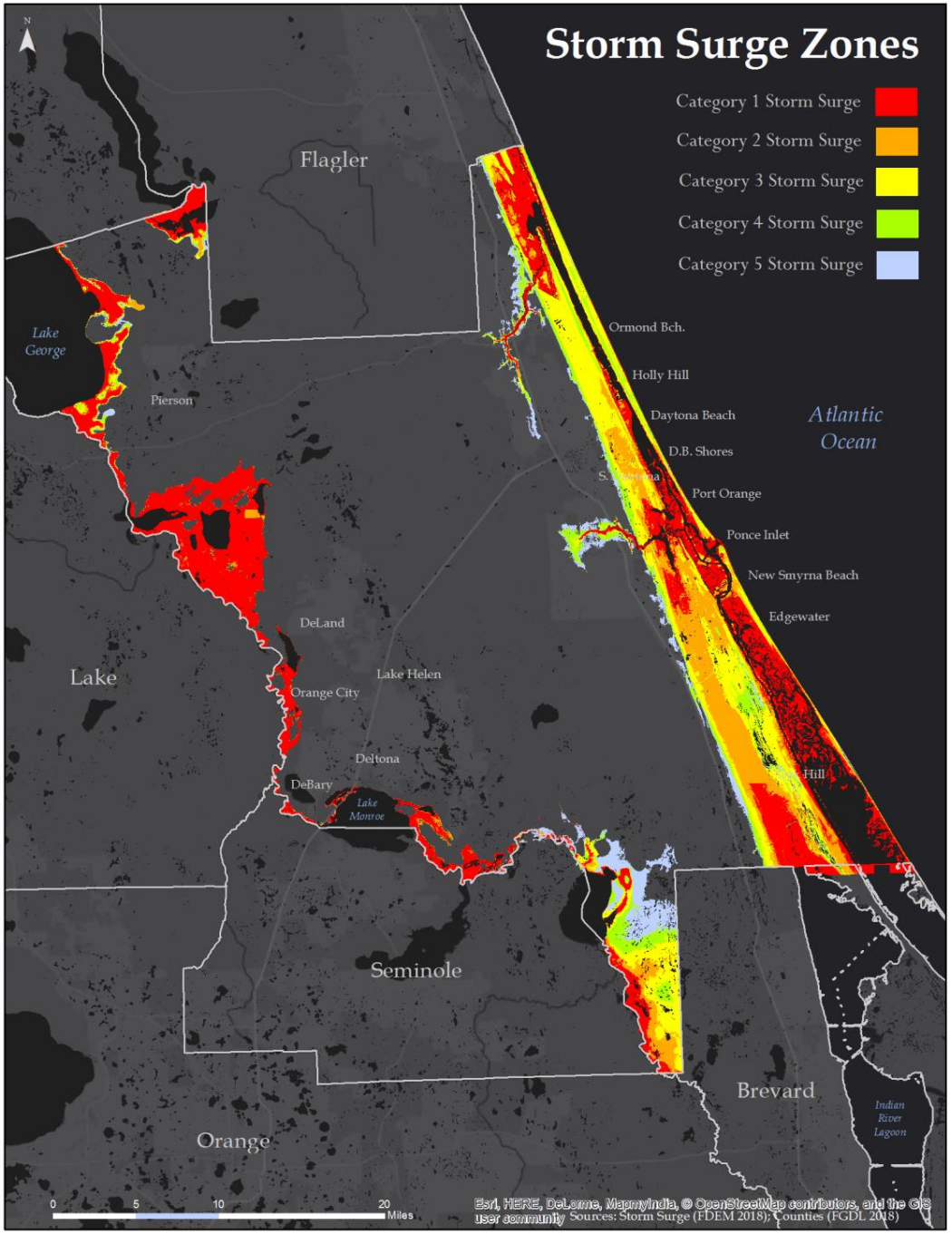


Figure 3: Storm Surge Zones

storm tide heights up to 25 feet. It should be noted again that these surge heights represent the maximum surge height recorded in the county from the storm tide analysis including inland and back-bay areas where the surge can be magnified dependent upon storm parameters.

Since the last FMP update in 2013, two hurricanes have impacted Volusia County. Hurricane Matthew followed a track just off shore of the County (to the east), bringing storm surge, blowing off roofs, downing trees and flooding low-laying areas of the County. Hurricane Irma also impacted the community, bringing large volumes of rain to the County. This rain caused rising waters to infringe near highly sensitive electrical equipment, flooded properties, and widespread lightning. Storm surge from this event flooded beaches, coastal roadways and businesses, and destroyed a boardwalk near Ponce Inlet.

Storm surge also occurred during the 2004 storms: Hurricanes Charley, Frances, and Jeanne. Although no official flooding depth measurements were taken during the 2004 events, it has been estimated that storm surge flooding during the storms caused tidal waters to rise three to five feet above the mean high tide. During Hurricane Frances, over 13 inches of rain fell in the County causing substantial flooding. Over $390 million worth of damages resulted from wind and flooding impacts. The most recent significant freshwater flooding was a result of the "No-Name" rain event of May 2009 which impacted numerous homes on the east side of the County. This event left some properties in the affected areas two feet under water. In 2008, Tropical Storm Fay caused severe flooding on the west side of the County. Rainfall ranged from 3 inches to over 10 inches along the east coast of Florida. Volusia County reported damages in excess of $13.5 million.

Since 1965, Volusia County has received numerous disaster declarations for such hazards as hurricanes, tornados, floods and severe freezes. Since 1993, there have been 21 reported flood events in Volusia County. The table on the following page is a list of the severe storm and flooding activation events for the Volusia County Emergency Operations Center. These events include those Presidential Disaster Declarations.

As stated above, riverine and storm-surge induced flooding events can and do occur outside of the 100-year floodplain. Areas where levees and dams are present are also at an increased risk for flooding events, as are areas along the coastline that are within coastal erosion zones. Finally, long term sources of risk such as sea level rise and tsunamis must be included as "lower probability" threats to areas that are not within the floodplain. The last known tsunami-type event occurred in Daytona Beach on July 3, 1992, injuring over 70 individuals. Solutions to these issues can include infrastructure mitigation, shoreline protection and resilient community planning

Table 3: Potential Storm Tide

Hurricane Strength	Volusia Depth
Category 1	Up to 6'
Category 2	Up to 10'
Category 3	Up to 14'
Category 4	Up to 23'
Category 5	Up to 25'

Source: Statewide Regional Evacuation Study (2010)

techniques (including developing in areas that are not prone to flooding). Implementing the principles of smart growth and the clustering of future population centers in non-vulnerable areas will help to lower long term risk to natural hazards such as flooding, storm surge and coastal erosion.

Table 4: Disaster Declarations resulting in Flooding in Volusia County

Date of Event	Type of Event	Area of Event	Damage Estimate	Damage Estimates
			# of Parcels	Dollars
11/17/1994	T.S. Gordon	County-wide	658	$10,602,924.00
8/3/1995	Hurricane Erin	Edgewater	31	$65,052.00
7/10/1996	Hurricane Bertha	County-wide	N/A	N/A
9/5/1996	Hurricane Fran	County-wide	N/A	N/A
10/8/1996	T.S. Josephine	County-wide	193	$1,232,343.00
9/14/1999	Hurricane Floyd	East Side	433	$18,655,353.00
10/16/1999	Hurricane Irene	East Side	185	$16,809,266.00
9/16/2000	Hurricane Gordon	County-wide	N/A	N/A
9/14/2001	T.S. Gabrielle	County-wide	44	$474,135.00
11/15/2001	Rain Event	East Volusia	39	$561,300.00
9/4/2002	T.S. Edouard	County-wide	N/A	N/A
8/13/2004	Hurricane Charley	County-wide	5,719	$106,900,000.00
9/4/2004	Hurricane Frances	County-wide	26,964	$393,900,000.00
9/25/2004	Hurricane Jeanne	County-wide	N/A	$59,500,000.00
9/8/2005	T.S. Ophelia	County-wide	Beach	N/A
10/23/2005	Hurricane Wilma	County-wide	3	$752,000.00
8/29/2006	T.S. Ernesto	County-wide	N/A	N/A
8/18/2008	T.S. Fay	County-wide	240	$13,580,016.00
5/17/2009	May Rain Storm	County-wide	1,654	$69,516,703.00
10/7/2016	Hurricane Matthew	County-wide	10,041	$442,509,779
9/11/2017	Hurricane Irma	County-wide	4,808	$321,038,971

Known Flooding Areas (Countywide)

Figure 3 depicts areas that have been identified by county stakeholders as areas prone to flood damage. These include 1) the Sica Hall Canal; 2) the LPGA Canal; 3) the Nova Canal and 4) the Stone Island community. All of these locations are prone to flooding during relatively moderate rain events. A member of the public also identified Bethune Point Park (near Beville Road) as a known flooding area (see star on map).

Less Frequent Floods

This plan focuses on four types of less-frequent floods. The following events types are included and assessed:

1. Category 3-5 Hurricanes
2. Drawn-Out Rain Events
3. 500-Year Flood Events

The four known flooding areas shown in the map on this page are susceptible to water intrusion into private property and roadways during all three of the events mentioned above. However, it is particularly during the second event, “drawn out rain events”, where residents are less-prepared to deal with the effects and the damage could be higher than expected. These storm events often last days and steadily accrue a number of inches of rain.

Prep for Less Frequent Flood in Flood-Prone Areas

In best case scenarios, residents in these flood-prone areas prepare for these events using sand bags and other short term, temporary mitigation methods. These techniques are common for hurricane preparations but must be done on the fly during drawn-out rain events.

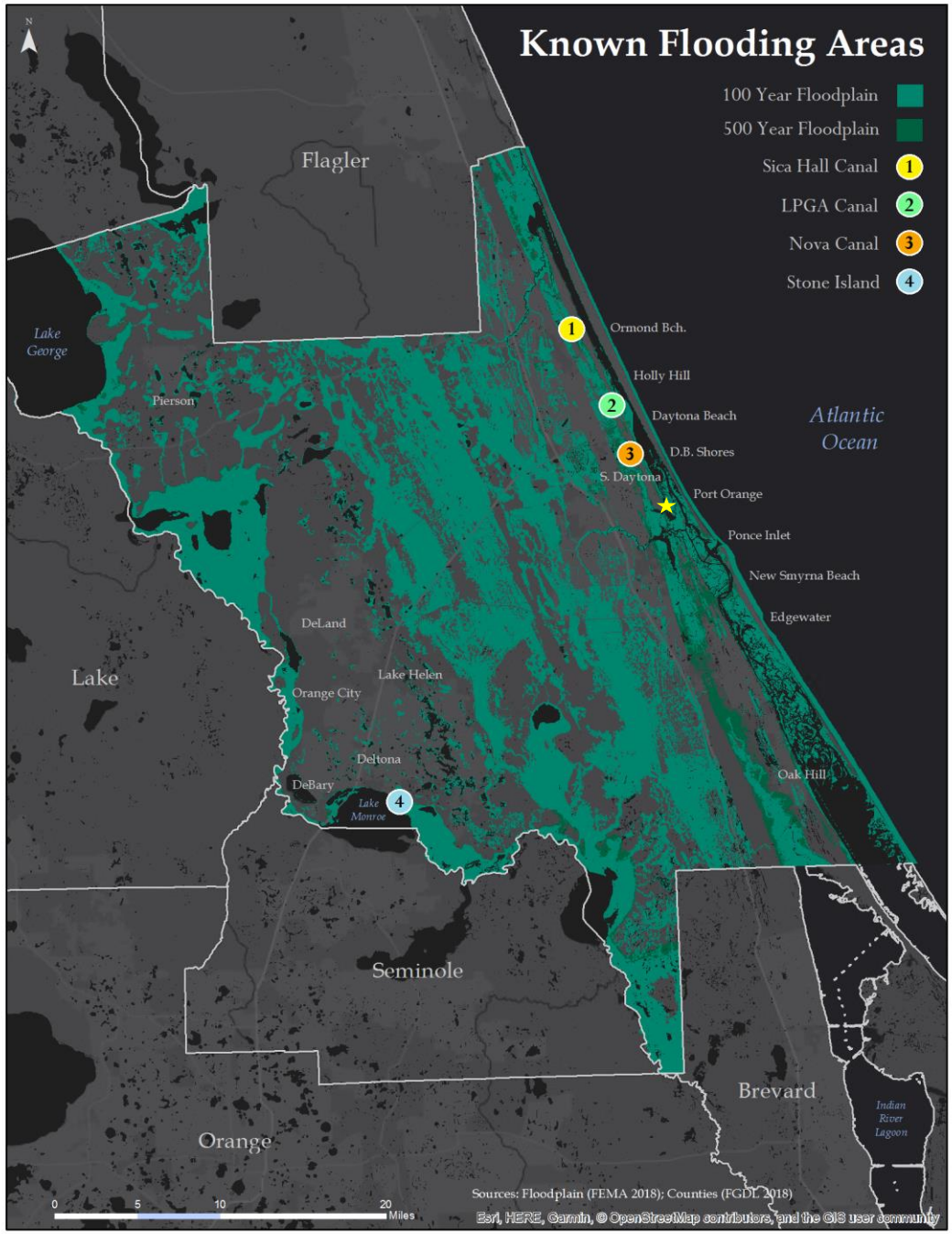


Figure 4: Known Flooding Areas

500 Year Floods

The 500-year flooding event is a third form of a "less frequent flood" that will impact Volusia County at some point in time over the long term. A map of this zone is available to the right.

Long Term Impacts of Sea Level Rise

The frequency of future floods may increase over the long term as sea levels rise along the Atlantic coast and lagoon system. The map below depicts long term hazard zones in the County as determined by NOAA's Coastal Flood Exposure Mapper. This model takes into account flood zones, sea level rise, storm surge and high tides. The table to the right depicts flooding frequency increases tied to sea level rise.

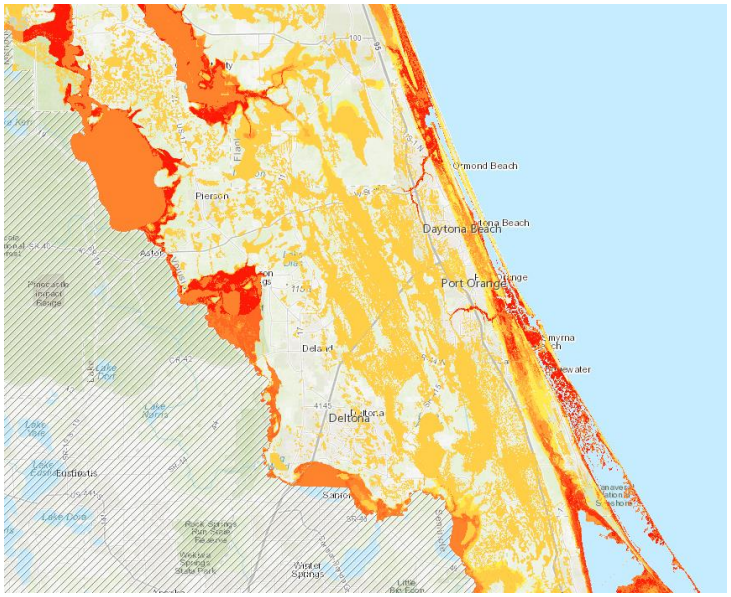


Figure 5: Combined Hazard Zone

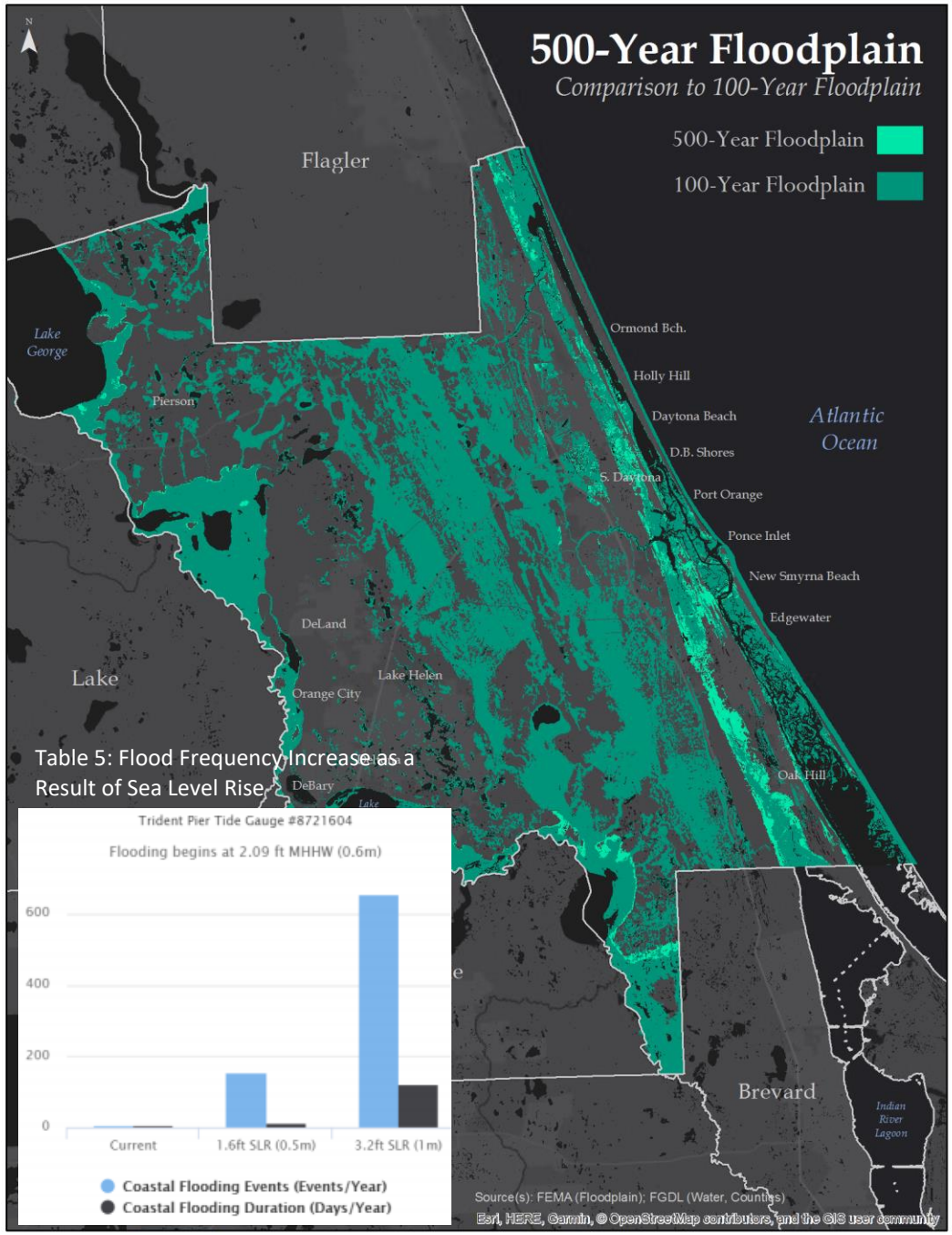


Table 5: Flood Frequency Increase as a Result of Sea Level Rise

Figure 6: 500 Year Floodplain

Regional and Local Efforts to Plan for Increasing Flood Frequency and Sea Level Rise

Flooding and storms have become more frequent across Florida's coastal communities due to changing climate and sea level rise. Mean elevation for the State of Florida is approximately 100 feet above sea level with the highest point registering at only 345 feet above sea level. In Volusia County, the highest natural point of elevation is 120 feet above sea level. Local governments and residents are starting to see the beginning impacts sea level rise combined with storms will have on their community. As sea level rise continues, it is becoming of critical importance to understand the potential vulnerability of inundation and flooding on communities and infrastructure, specifically those facilities located in low-lying coastal areas. The U.S. Army Corps of Engineers High Projection Rate Curve anticipates sea level rise along Daytona Beach Shores to be 5.15 feet by 2100. This, along with a 100-year storm, could mean devastation to coastal communities if appropriate planning and action is not taken early enough.

The Volusia County Office of Emergency Management in partnership with the East Central Florida Regional Planning Council (ECFRPC), Florida Department of Transportation, the River to Sea Transportation Planning Organization, and UF GeoPlan has taken a deep dive into the assessment of impacts of sea level rise inundation as well as impacts of sea level rise, combined with a 100-year coastal storm. By taking a risk-based approach and identifying vulnerable facilities, agencies and jurisdictions can implement adaptation practices overtime that will protect these facilities and minimize impacts on the community.

The information, data and recommendations developed through these efforts has been made available to communities and agencies throughout Volusia County to aid them in the planning for future conditions related to flooding and sea level rise inundation.

In 2016, the Space Coast Transportation Planning Organization funded a sea level rise analysis for the County to look at impacts from the US Army Corps of Engineer projection rate curves including the high projection rate curve which exceeds the CRS minimum future condition analysis of NOAA 2012 Intermediate-High projection by approximately 1 foot by 2100. The analysis included an assessment of evacuation routes and the major roadway network, evacuation support facilities, scenic byways, railroads, and also addressed impacts to stormwater storage. Numerous recommendations were provided in the report including the adoption of a base sea level rise modeling scenario. This report can be found https://www.perilofflood.net/projects.

In 2017, through a Florida Department of Environmental Protection Grant, the VCOEM and partners continued to build on the counties assessment of impacts from flooding and sea level rise. Using the FDOT Sea Level Scenario Sketch Planning Tool along with FEMA's Hazus-MH software, impacts of sea level rise, combined with a 100-year-storm were modeled, along with hypothetical alterations of a historical hurricane under sea level rise scenarios. Using these models and Volusia County data, critical assets such as shelters, airports, power plants, and other critical facilities were assessed to determine potential impacts during such a 100-year storm event with increased coastal flooding.

The frequency of coastal flooding (pictured) is projected to increase with rises in sea levels.

Assessments also included evacuation routes and property impacts. Potential economic impacts were assessed in terms of property value and damage assessments using HAZUS. The study also looked at the different approaches Volusia County can use to build resiliency including retreat, accommodate, and protect. Resources, along with recommendations for implementing new data and strategies, policies and information into existing plans throughout the county were discussed. Emphasis was placed on Emergency Preparedness, Land-Use, and Transportation. The data, resources and recommendations within this report should provide Volusia County with a solid foundation to guide conversations and coordination to determine the appropriate approach in each situation. This report can be found at https://www.perilofflood.net/projects.

B. Assessing the Problem

1. VULNERABILITY SUMMARY

Table 5 depicts the Hazard Risk Score for each jurisdiction as it concerns flooding and storm surge as per the Local Mitigation Strategy. Each hazard was scored by the jurisdictions based on a number of vulnerability factors including area impacted, health and safety of the population, property, environment, and economic vulnerability. Each hazard was given a score between one and five with five being the greatest. This number was then multiplied by the score of the hazards probability of occurrence (1-5) resulting in a risk rating for each jurisdiction. Additional hazard information can be found in the Volusia County Multi-Jurisdictional Local Mitigation Strategy (LMS), Section 5 – Hazard Profiles. Specific information for Hurricane and Tropical Storms can be found in Section 5.3; Flood can be found in Section 5.10; and Storm Surge can be found in Section 5.11. Section 7.3.4 Floodplain Management describes the Volusia County NFIP actions and the Community Rating System.

The Flood Hazard analysis includes location and spatial extent of the hazard, historical occurrences and impacts, historical summary of insured flood losses, analysis of loss properties and probability of future occurrences.

In order to update the Volusia County Multi-Jurisdictional Local Mitigation Strategy of 2014, a Vulnerability Assessment was updated using HAZUS and MEMPHIS data, as well as the most recent local parcel data for GIS analysis. Hazard maps, hazards exposure and loss estimates were also included. (See Sections 4, 5 and 6 of the LMS for further information.) In addition, each jurisdiction reviewed the hazards scores that were included in the 2005 and 2010 LMS (Comparison of Jurisdictional Relative Risk) and modified the scores for each hazard to reflect changes in the impacted area; probability of occurrence; and affects to the built and natural environment and economy.

As per the 2014 Volusia County FMP, Volusia County's probability of flood occurrences is rated as "high" (expected to occur at least every 5 years). While all 17 jurisdictions in Volusia County participate in NFIP, 10 jurisdictions currently participate in the Community Rating System (CRS): Daytona Beach, Daytona Beach Shores, Deltona, Edgewater, Holly Hill, New Smyrna Beach, Ponce Inlet, Port Orange, South Daytona, and Volusia County.

2. LIFE, SAFETY AND HEALTH

Freshwater flooding along rivers and streams causes significant property damage and has the potential of causing personal injury and deaths. Over the past 20 years, freshwater flooding had become the leading cause of death related to hurricanes. This is due in part to the successful evacuation planning efforts in the United States which had significantly reduced the number of deaths (in the U.S.) related to storm surge until 2005. However, it is also recognized that many coastal and inland residents do not recognize the risk associated with freshwater flooding, especially when driving.

Volusia County Population Counts (US Census, 2016)

Daytona Beach - 66,645	New Smyrna Beach - 25,796
Daytona Beach Shores - 4,481	Oak Hill - 2,029
DeBary - 20,394	Orange City - 11,403
DeLand - 31,569	Ormond Beach - 42,162
Deltona - 90,124	Pierson - 1,849
Edgewater - 22,077	Ponce Inlet - 3,220
Holly Hill - 12,142	Port Orange - 61,105
Lake Helen - 2,740	South Daytona - 12,789

In response, a national program, "Turn Around, Don't Drown" was implemented in 2002. Typically, the rainfall associated with, and in advance of, a hurricane does not in itself necessitate the emergency evacuation of residents during the passage of a hurricane. Days after a storm however, the coastal flooding and rainfall – particularly from slow moving storms - may cause the evacuation of inland residents as swollen rivers and streams breach their bank or levees. Rainfall may cause the inundation of roadways sought as evacuation routes. In addition, given Florida's climatology and the normal summer weather, flooding may occur as a disassociated event prior to the hurricane, flooding evacuation routes and saturating the ground. Contingency plans including rerouting, sandbagging and pumping will be coordinated with local and state law enforcement and the State Department of Transportation. Rainwater inundation of evacuation routes must be addressed in an evacuation plan. The planning strategy to address this problem is to plan for the passage of all vehicles over such roadways before substantial rainfall from the hurricane is expected. The Central Florida region is among the fastest growing regions in the nation. Volusia County is located within the northeastern quadrant of this region and has seen a vast increase in population since the late 1970's. From a safety and health perspective, the locations of new populations migrating to Volusia County over the next few decades would benefit if located away from floodplains. Two strategies to counter human exposure to floodplains include urban infill and increased density near existing transit nodes.

Health Hazards from Flood Waters and Mold

Volusia County Emergency Management will utilize its social media accounts and local news stations to warn citizens of mold exposure in circumstances involving standing water and drawn-out rain events discussed on page 14. In addition, the study at this link analyzes the vulnerability of countywide stormwater systems to infringing water. Effective stormwater systems can limit the volume of standing water on public and private property after storm events.

Impact of Hazards on Warning and Evacuation Procedures

The Volusia County Emergency Management twitter account stays engaged with residents before, during and after flood hazard events. In the event of mass communication and power outages in the community, the EOC will communicate with residents via shelter staff and law enforcement as the situation requires. Strong winds can prevent certain actions.

3. CRITICAL FACILITIES

Flooding can have impacts on critical facilities and the ability to respond to emergencies. According to the Florida Division of Emergency Management, "critical facilities" are defined as those structures from which essential services and functions for victim survival, continuation of public safety actions, and disaster recovery are performed or provided. Shelters, emergency operation centers, public health, public drinking water, sewer and wastewater facilities are examples of critical facilities. Though not explicitly included in the definition, supporting life-line infrastructure essential to the mission of critical facilities must also be included in the inventory when appropriate. All but four jurisdictions in Volusia County has a critical facility within the 100-Year Floodplain or the 500-Year Floodplain. Although several western jurisdictions are low in elevation, a disproportionately high number of critical facilities that are exposed to the floodplain are within a short distance to the Atlantic Ocean or inter-coastal waterway on the east side of the county. A majority of the exposed critical facilities countywide are located east of Interstate-95.

The inundation of critical facilities can have a profound effect on the ability for coordination among county and city planning officials and mitigation activities must provide guidance to avoid 'domino effect' losses from a critical infrastructure perspective. For example, if a critical facility such as the Volusia County EOC is completely destroyed in a disaster, there are a number of other communication and logistical critical facilities that utilize the EOC as a 'home base' for their own activities. In these cases, strategies must be put in place to ensure that backup facilities can manage the loss of core critical infrastructure loss. The East Central Florida Regional Planning Council and Volusia County Emergency Management completed a Continuity of Operations Plan in 2013 for the loss of the Volusia County EOC, while other plans focused on other facilities can strengthen cooperative efforts in the future.

Specific areas of concern from a critical infrastructure and facility perspective include communication towers, water management infrastructure, facilities that double as storm shelters (including schools) and core-logistical facilities (EOC, etc.).

The table on the following page outlines the number of critical facilities exposed to the floodplain, by jurisdiction. Please reference **Appendix A** at the end of this document to view a more detailed listing of exposed critical facilities by **j**urisdiction.

Volusia County Emergency Management has updated its Critical Facility listing in time for the 2020 Floodplain Management Plan update. The map on this page depicts the flood hazard zones and the locations of vulnerable critical facilities at the countywide scale. Appendix A includes highly detailed maps of critical facility exposure by jurisdiction. The table below summarizes vulnerable facilities by jurisdiction.

Table 6: Vulnerable Critical Facilities by Jurisdiction

Jurisdiction	Vulnerable Critical Facilities	
	100-Yr Floodplain	500-Yr Floodplain
Daytona Beach	35	47
Daytona Beach Shores	0	0
DeBary	0	0
DeLand	1	1
Deltona	2	2
Edgewater	0	2
Holly Hill	9	16
Lake Helen	0	0
New Smyrna Beach	7	31
Oak Hill	8	8
Orange City	0	0
Ormond Beach	15	18
Pierson	1	1
Ponce Inlet	1	3
Port Orange	5	10
South Daytona	1	7
Unincorporated	41	48
Countywide	126	194

Source(s): Volusia County E.M (Facilities); FEMA (Floodplain)

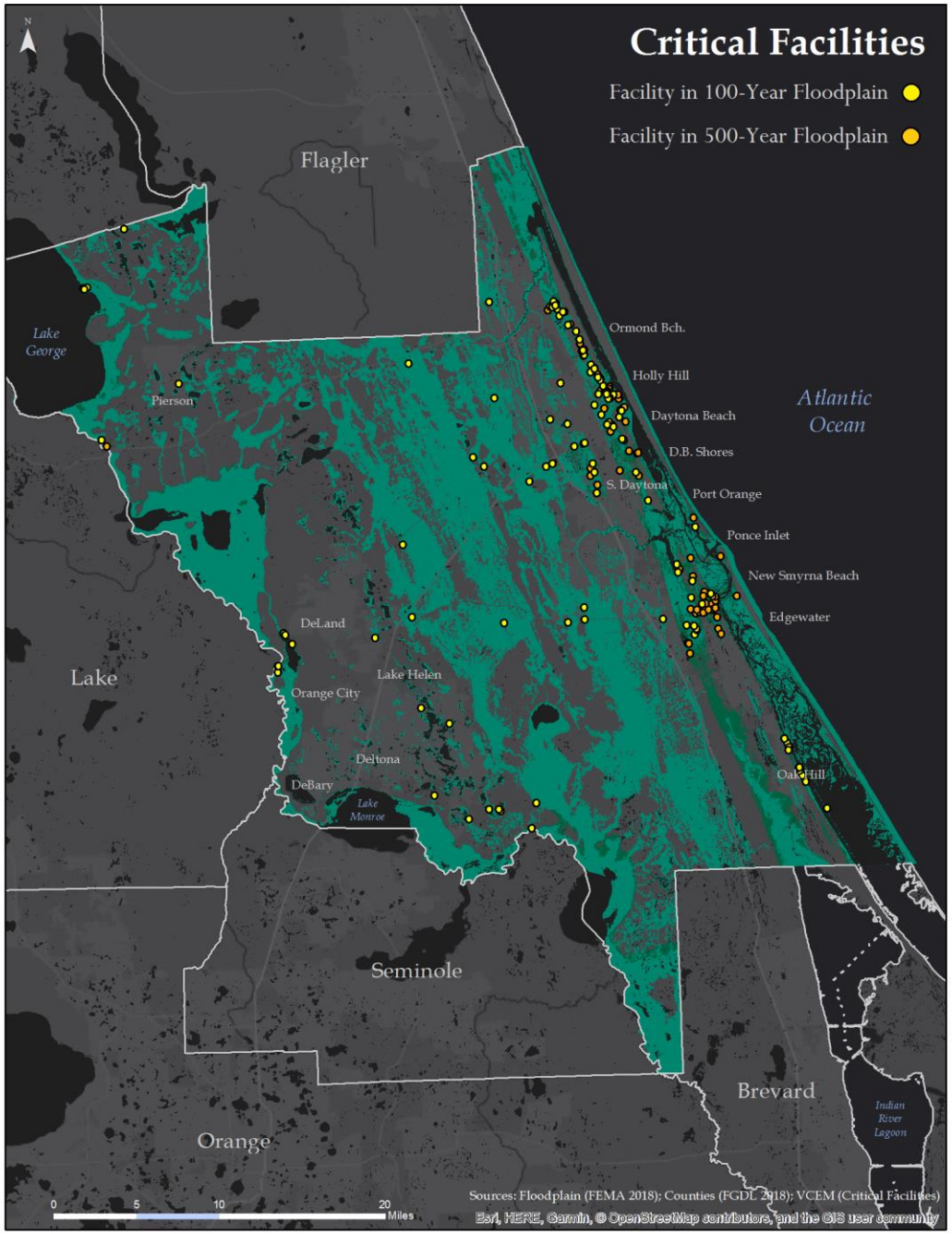


Figure 7: Critical Facilities

4. ECONOMIC ANALYSIS

Analysis of the financial values of all parcels exposed to the 100-Year Floodplain in Volusia County revealed that approximately 17 billion dollars in property value is located (partially or completely) within the 100-Year Floodplain. Of these parcels, 44.0% are considered "low value" parcels (valued under $50,000) while only 1.85% of parcels are valued over one million dollars.

The VE floodplain zone, a specific portion of the 100-year floodplain, is located along the coastal area and includes properties that are subject to flooding from velocity occurrences such as wave action.

The following data summarizes the exposure within the 100-year flood zone.

- **Land Value**: $6,457,318,636
- **Assessed Value**: $17,677,741,449
- **Taxable Value**: $12,552,049,286

While the VE zone is located near coastal areas, much of the 100-year floodplain is located within inland portions of the county. Please reference the table on the following page to view cumulative financial exposure to the entire 100-year floodplain (all zones), by jurisdiction.

As shown in the map to the right, properties in coastal areas of eastern Volusia County are among the most vulnerable on a value per square foot basis.

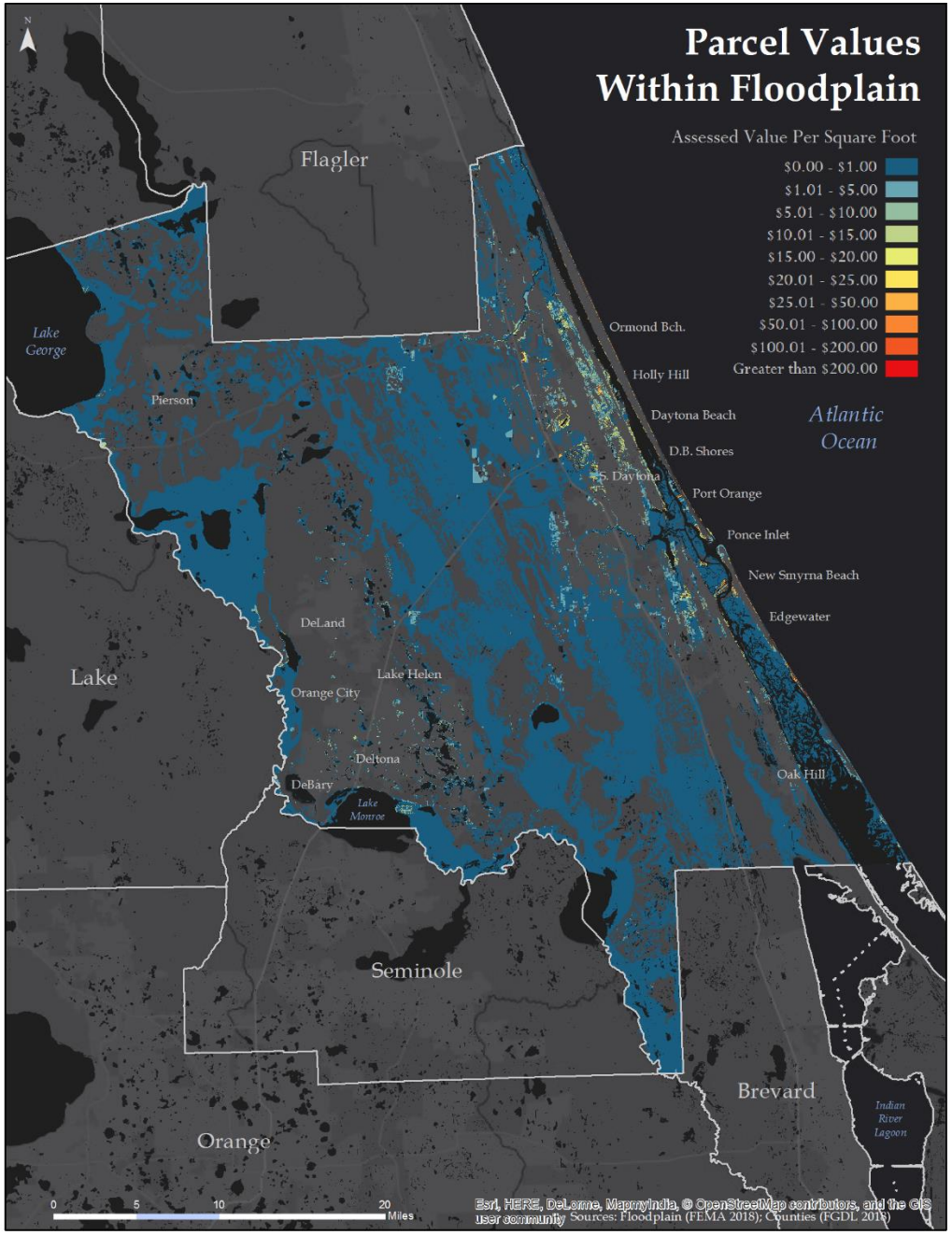


Figure 8: Parcel Values within Floodplain

Table 7: Total Financial Exposure to 100-Year Floodplain

Municipality	Parcels in Floodplain	Buildings in Floodplain	Land Value in Floodplain	Assessed Value in Floodplain	Taxable Value in Floodplain	Building Value in Floodplain
Daytona Beach	14,872	8,770	$1,031,935,148	$3,626,954,919	$2,317,906,555	$2,492,556,826
Daytona Beach Shores	4,955	132	$408,090,848	$1,442,221,431	$1,332,476,443	$995,734,555
DeBary	1,457	1,095	$93,671,202	$263,763,736	$191,512,792	$162,003,662
DeLand	215	121	$36,181,192	$112,726,316	$50,845,772	$71,983,599
Deltona	5,646	4,524	$122,580,488	$711,052,496	$398,048,314	$563,266,460
Edgewater	899	644	$131,100,527	$244,402,829	$161,654,623	$108,511,438
Holly Hill	3,007	2,102	$112,732,648	$433,456,264	$342,878,826	$315,339,218
Lake Helen	284	140	$14,937,971	$38,079,497	$23,442,299	$21,641,857
New Smyrna Beach	8,370	3,618	$926,691,147	$2,402,551,188	$1,928,001,263	$1,409,897,440
Oak Hill	607	399	$67,278,856	$106,502,626	$61,701,575	$36,099,228
Orange City	72	33	$27,650,938	$116,356,750	$80,042,861	$85,525,073
Ormond Beach	4,541	3,235	$576,874,554	$1,558,730,380	$1,243,135,285	$853,502,766
Pierson	162	70	$7,777,178	$16,874,499	$9,865,908	$8,429,260
Ponce Inlet	1,936	328	$268,287,790	$652,777,628	$538,859,301	$377,696,350
Port Orange	5,185	4,496	$323,141,861	$1,099,399,477	$808,861,362	$745,005,376
South Daytona	2,648	2,262	$135,742,067	$452,465,156	$324,926,657	$304,715,096
Unincorporated	34,172	10,229	$2,172,644,221	$4,399,426,257	$2,737,889,450	$2,111,056,027
Countywide	**89,028**	**41,928**	**$6,457,318,636**	**$17,677,741,449**	**$12,552,049,286**	**$10,662,964,231**

An analysis of previous flood zones showed considerable growth of the area located within the floodplain from 2007 to 2017. Newly exposed areas can be viewed on the map to the right (light green).

A considerable amount of expansion has occurred in northeastern Volusia County in the Ormond Beach, Holly Hill, Daytona Beach and Daytona Beach Shores areas. This floodplain growth increases financial liability within the county, as a number of the parcels in these areas are developed. A substantial amount of expansion of the floodplain also occurred in the central portions of the county to the east of Lake Helen and to the northeast of Deltona. Parcels in this area are primarily undeveloped and have future land uses that do not allow future development for the most part. Within Deltona, Orange City, DeBary, Lake Helen and portions of Southern DeLand, the floodplain has expanded primarily in areas in close proximity to lakes and other water bodies.

Volusia County is also susceptible to increases in the size of the 100-year Floodplain as a result of rising sea levels. This would primarily affect parcels in close proximity to the coast, lagoon and inland rivers.

Floodplain Size Comparison

2007 DFIRM – Volusia County: 406,303 Acres

2017 DFIRM – Volusia County: 417,939 Acres (+2.9%)

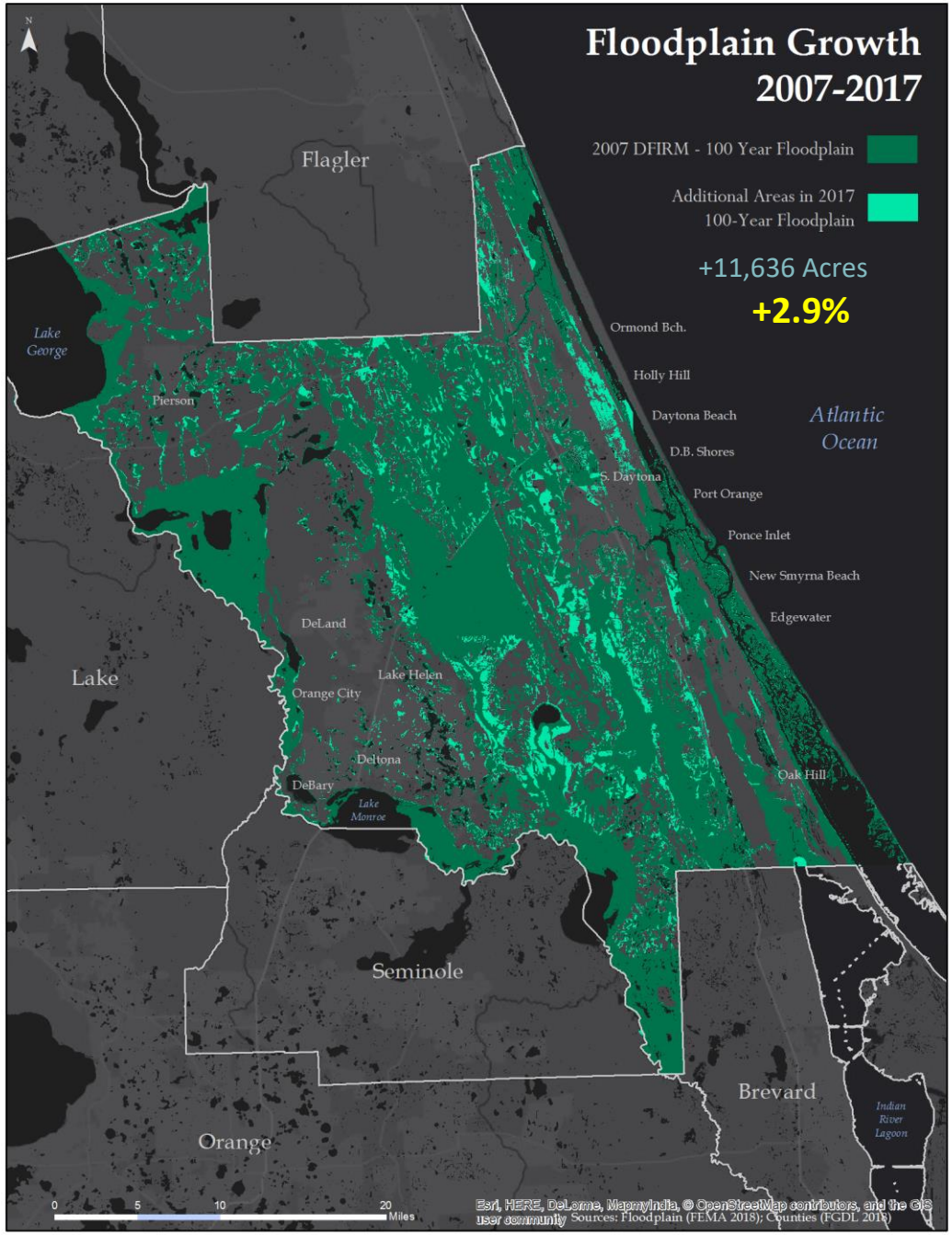


Figure 9: Floodplain Growth

5. PROPERTY ANALYSIS

An analysis of properties located totally, or in part, within the floodplain reveals that 30.9% of all parcels countywide are located in the floodplain, totaling 41,928 structures. This includes 10,229 structures within unincorporated Volusia County and 31,699 structures in all other municipalities combined. It is important to note that 52.9% of the parcels exposed to the floodplain are undeveloped, while built parcels represent a full spectrum of development from the 1940's and forward.

The table on the next page breaks down the year built of all buildings within the 100 year floodplain, by jurisdiction.

Key Dates Include:

The following dates are important from a building code perspective, as parcels built before or after these dates had different requirements at the time of construction.

1968

Federally-backed flood insurance became available to all Americans.

1986

The County Stormwater Management ordinance was amended, enacting minimum design standards.

2002

The Florida building code went into effect.

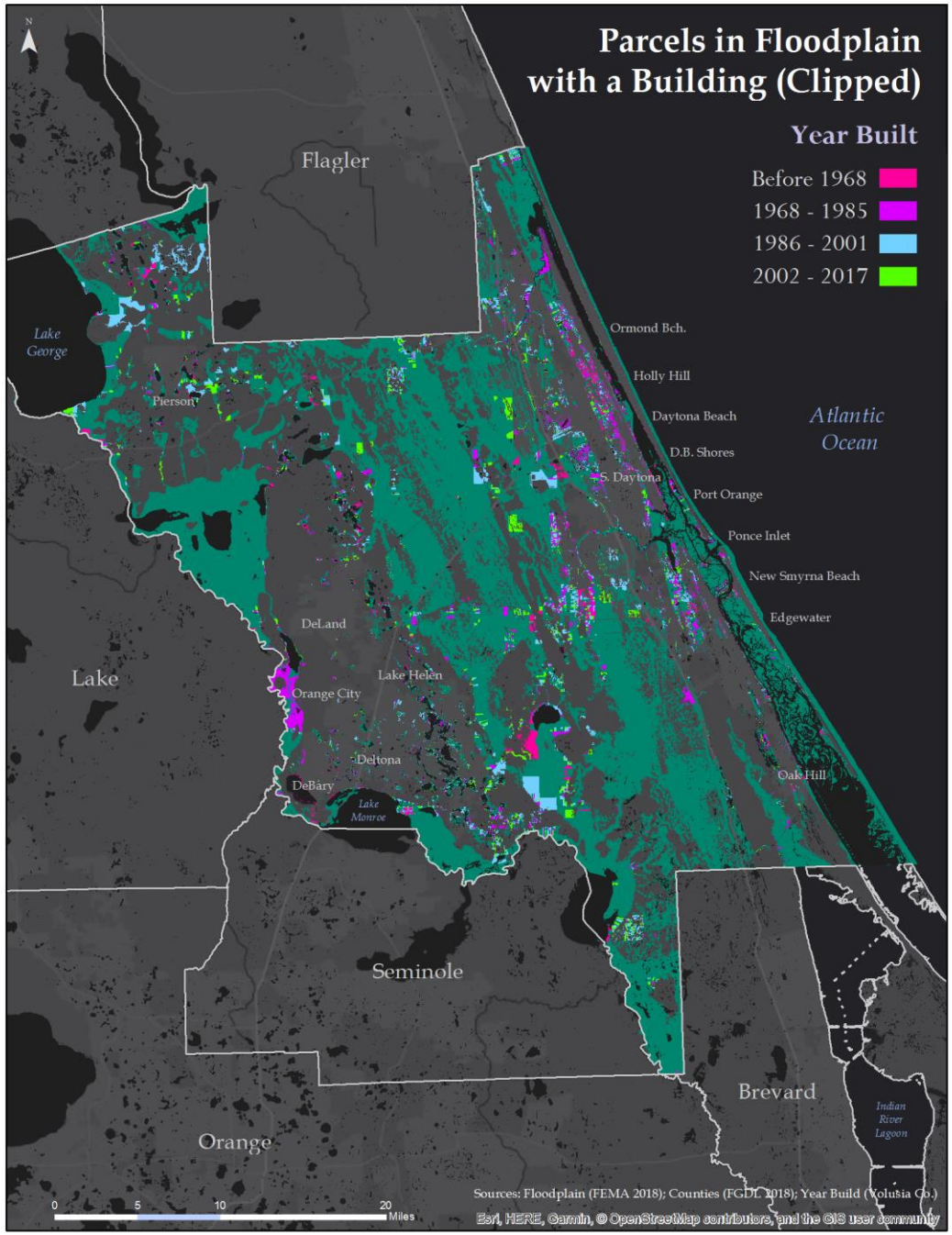


Figure 10: Buildings in the Floodplain

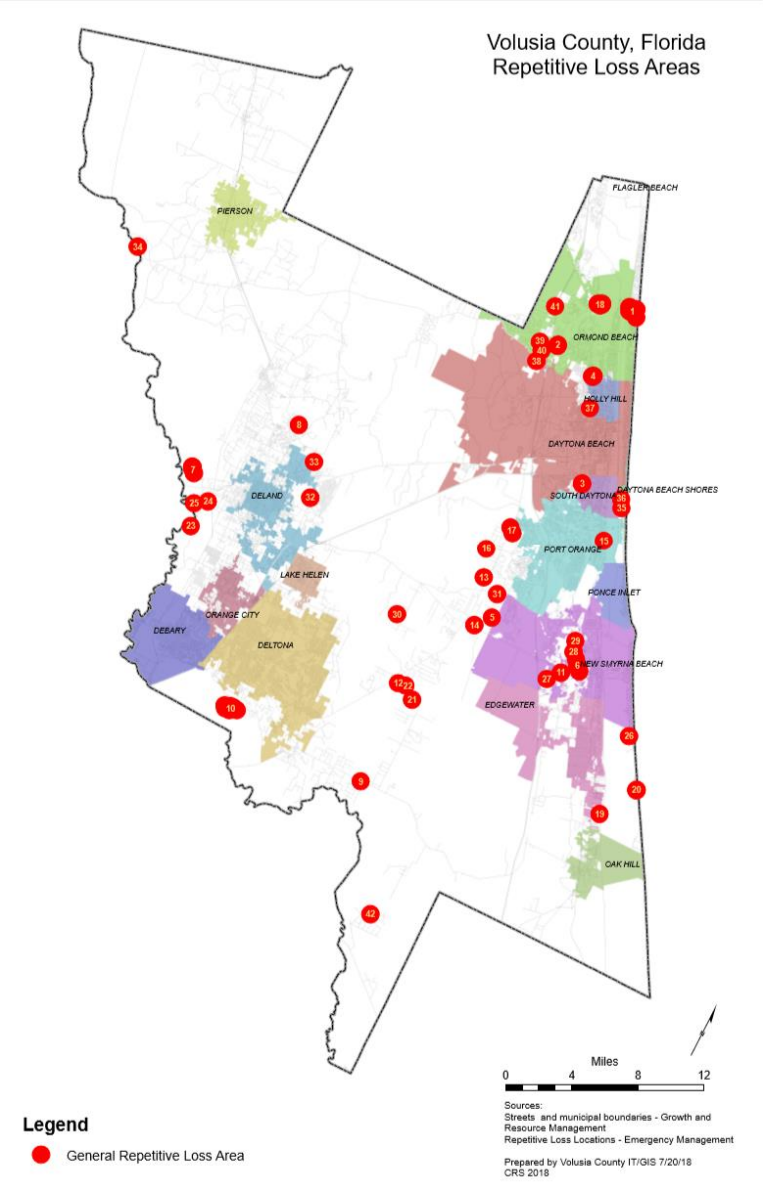
Table 8: Year Built of Structures in the 100-Year Floodplain

Municipality	# Parcels in Floodplain	% Parcels in Floodplain	Buildings in Floodplain		% Parcels Not Built	# Built < '68	# Built '68 - '85	# Built '86-'01	# Built '02-'13
Daytona Beach	14,872	49.6%	8,770		59.0%	3,138	2,915	1,634	1,083
Daytona Beach Shores	4,955	74.9%	132		97.3%	54	56	10	12
DeBary	1,457	14.2%	1,095		24.8%	192	234	411	258
DeLand	215	1.6%	121		43.7%	6	9	28	78
Deltona	5,646	14.5%	4,524		19.9%	146	1,200	2,137	771
Edgewater	899	8.0%	644		28.4%	115	204	202	123
Holly Hill	3,007	51.0%	2,102		30.1%	941	715	253	193
Lake Helen	284	16.9%	140		51.4%	67	32	25	16
New Smyrna Beach	8,370	41.5%	3,618		56.8%	709	1,049	1,191	669
Oak Hill	607	34.8%	399		34.3%	45	160	88	106
Orange City	72	1.8%	33		54.2%	4	4	11	14
Ormond Beach	4,541	22.9%	3,235		28.8%	468	1,173	1,121	473
Pierson	162	13.0%	70		56.8%	29	23	12	6
Ponce Inlet	1,936	53.5%	328		83.1%	34	166	70	58
Port Orange	5,185	21.4%	4,496		13.3%	548	1,739	1,403	805
South Daytona	2,648	46.5%	2,262		14.6%	653	1,128	383	98
Unincorporated	34,172	38.3%	10,229		70.1%	1,653	3,588	3,068	1,922
Countywide	**89,028**	**30.9%**	**41,928**		**52.9%**	**8,801** 21.0%	**14,395** 34.3%	**12,047** 28.7%	**6,685** 15.9%

6. REPETITIVE LOSS ANALYSIS

There are repetitive loss properties within 14 of the 16 jurisdictions within Volusia County. These properties have experienced an average of 2.62 flood events per property. Countywide distribution of repetitive loss properties is somewhat weighted to the east, as a majority of the repetitive loss properties in the county are in the Daytona Beach, New Smyrna Beach and Ormond Beach areas. The western side of the county also has a number of repetitive loss properties, most notably the cluster within the Stone Island residential area in the southwestern portion of the county.

Previously collected data showed that the majority of properties have not undergone mitigation efforts; however there is insufficient data to measure an actual percentage for the entire county. Internal County data shows that the percent of repetitive loss properties that have been mitigated is below the 50% level.



Mitigation Strategy for Repetitive Loss Properties

The Volusia Prepares working group, mentioned previously in this plan, prioritizes mitigation projects among the county and all municipalities through the Action Plan.

Of the many project types included in the Action Plan is the mitigation of repetitive loss properties by raising the properties or through other measures. These properties are often mitigated with funds from the Federal Emergency Management Agency's (FEMA) Hazard Mitigation Grant Program (HMGP).

For a listing of the repetitive loss properties that have been given a priority for mitigation by the Volusia Prepares working group, reference the Action Plan in Appendix G.

7. FLOOD CLAIM ANALYSIS

All jurisdictions in Volusia County participate in the National Flood Insurance Program (NFIP) and 10 participate in the Community Rating System (CRS) program as noted in Table 2. The number of flood insurance policies county-wide totals 11,914. The table below breaks down the number of flood insurance policies, claims and claims paid by jurisdiction during the year from 1978 to 2009 and from 2010 to 2017.

There have been 1,560 flood losses reported in Volusia County through the NFIP from 1970 through November 2017, totaling more than $35 million in claims payments. Since 1978, $27,726,387 has been paid back in claims. All flooding event types are included.

It is also important to note that these numbers include only those losses to structures insured through NFIP policies and for which claims were sought and received. Following the 2004 hurricanes, 1,106 claims totaling $14.3 million were paid in Volusia County. The 2016 and 2017 hurricane seasons also resulted in claims being paid to policyholders.

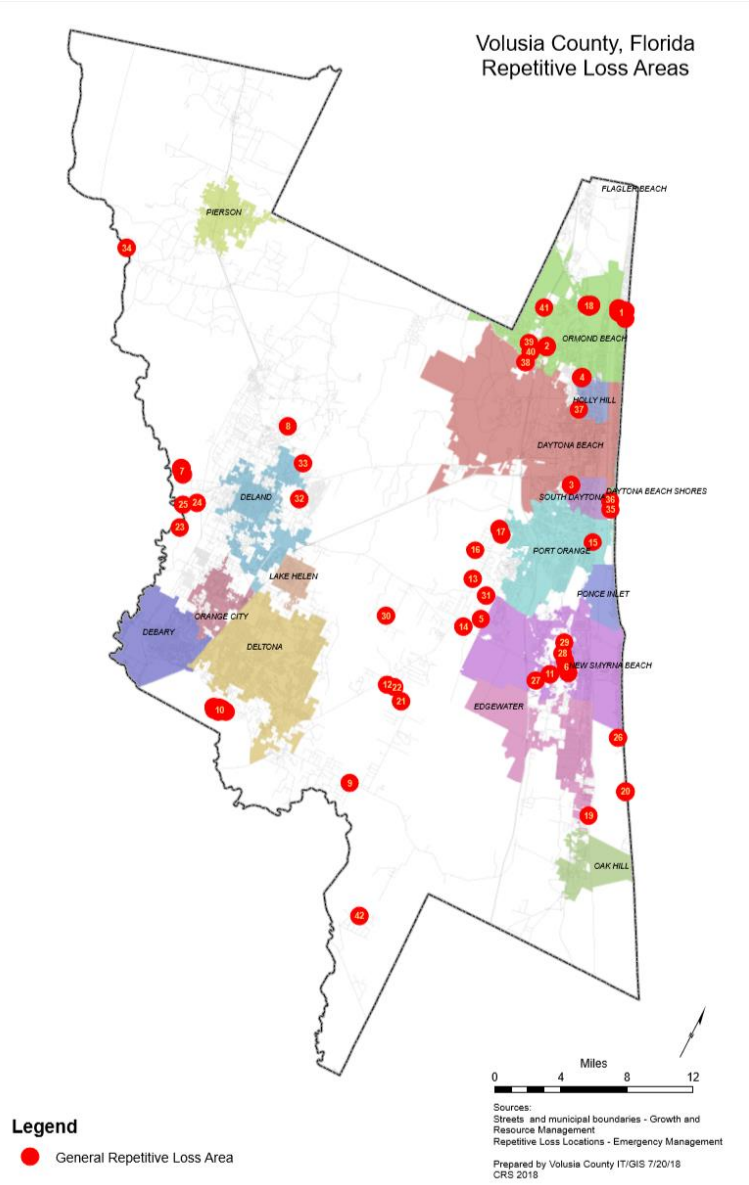


Figure 12: Flood Insurance Policies and Claims

Jurisdictional Flood Claim Information

Flood claim and repetitive loss property information is compiled by FEMA and individual municipalities. Please refer to the individual municipal contacts on page 2 of this plan for more information by jurisdiction.

8. NATURAL PROTECTION

The Volusia County Comprehensive Plan and jurisdictional comprehensive plans all include a conservation element which aims to prevent the degradation of water bodies, wetlands, rivers, estuaries and essential upland areas. Goals and policies in the conservation elements include the protection of surface water resources and the floodplains associated with the water sources, including limiting dwelling unit densities within the floodplains and flood-prone areas. The County and the jurisdictions recognize the importance wetlands and floodplains of surface water bodies play in protecting uplands.

To this effect, the protection of undisturbed segments of floodplains associated with surface water bodies shall continue through land use controls, conservation easements, public acquisition and other methods. These and other policies in the Comprehensive Plans aim to protect and utilize physical and ecological functions of natural drainage ways and patterns to protect developed areas from flood impacts. Wetland and easements maintained along water bodies not only serve as flooding buffers to development but also provide habitat for various species which may otherwise be displaced through fill and development.

According to the analysis performed using GIS, 211,943 acres of existing conservation land in Volusia County is

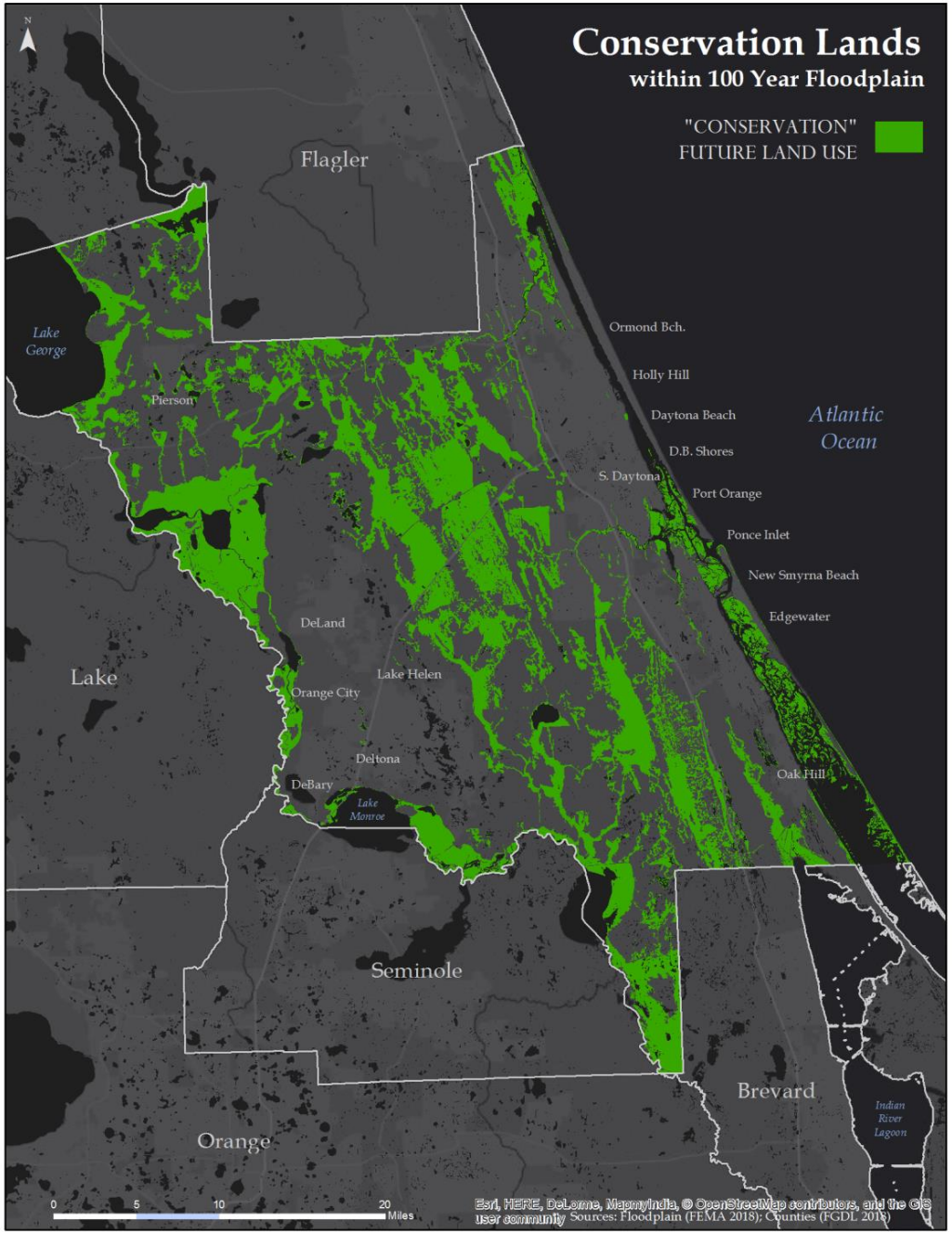


Figure 13: Conservation Lands in the Floodplain

exposed to the 100-year floodplain. Using the size of the countywide floodplain, this means that 50.7% of the 100-year floodplain has a conservation future land use within Volusia County. This would be inclusive of all types of conservation properties such as wetlands and other floodplain areas. It should be the goal of all jurisdictions within the County to maximize the amounts of undeveloped lands in the floodplain with a conservation future land use. This would ensure that development does not infringe into the floodplain.

9. LAND USE AND TREND ANALYSIS

Table 12 below summarizes the total allocation of Future Land Use Designations by acreage of all parcels exposed to the 100-Year Floodplain in Volusia County. A majority of the exposed developed parcels are categorized as "Low Density Residential" (52.9% of exposed built parcels), up slightly from 52.0% in 2012. It is important to note that conservation lands were removed from the Future Land Use analysis to provide a separate analysis. The residential numbers above also exclude agriculture and recreational lands.

Population and Development Trends

Volusia County Population, 2000: 445,060

Volusia County Population, 2010: 494,610 (+11.1%)

Volusia County Population, 2017: 538,692 (+8.9%)

**Source: US Census Bureau (2017)*

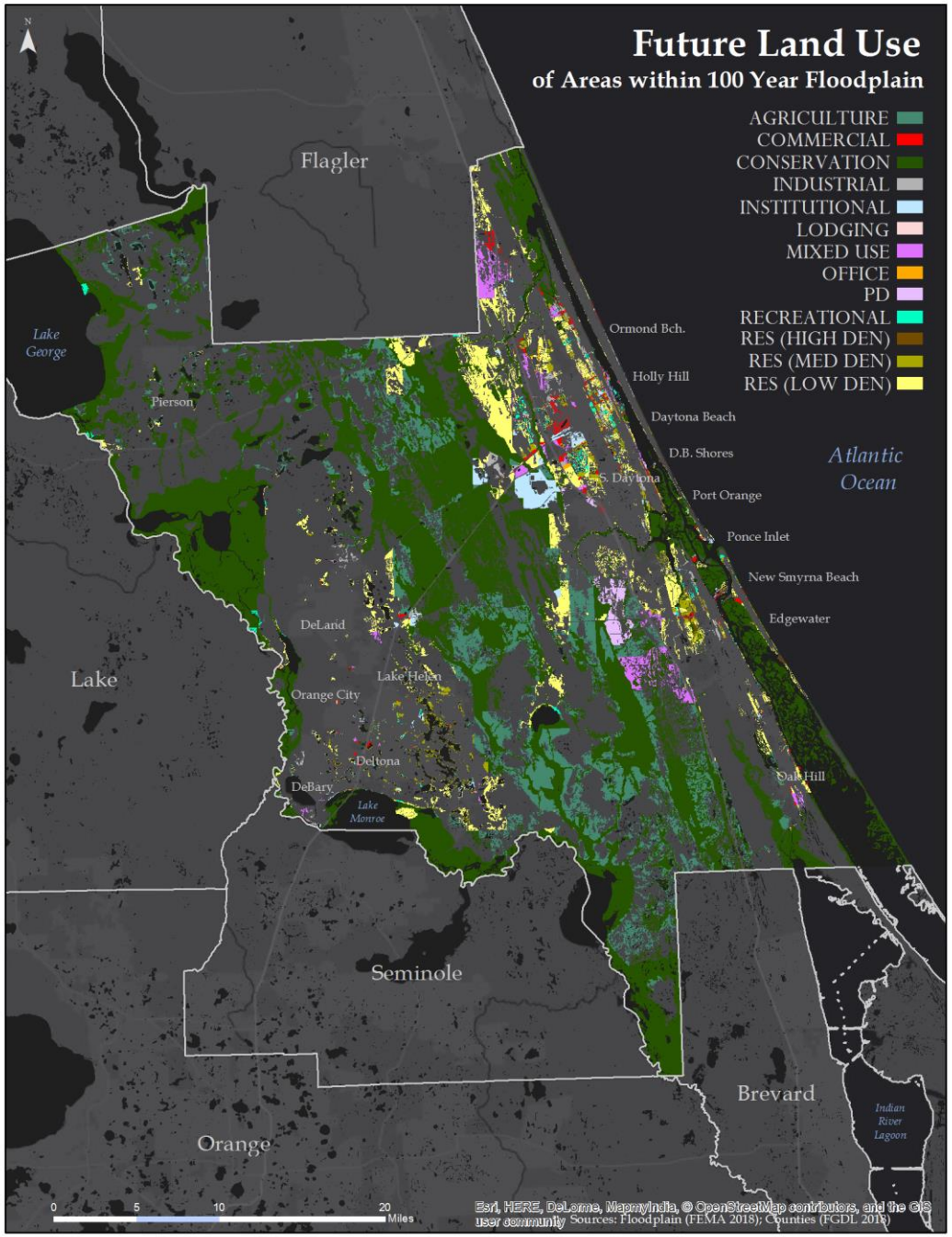


Figure 14: Future Land Uses in the Floodplain

Table 11: Analysis of Acreage of Future Land Uses Located within the 100 Year Flood Plain

*** Note: "Commercial" includes the "Office" and "Lodging" future land use designations*

Municipalities	Low Res.	M-H Res.	Commercial	Mixed Use	Institutional	Industrial	PD	Agriculture	Recreation
Daytona Beach	6951	851	1188	882	309	968	-	-	832
Daytona Beach Shores	1	26	-	-	0.1	-	-	-	-
DeBary	215	54	61	73	65	147	-	144	-
DeLand	300	2	-	111	1	212	-	-	-
Deltona	920	2627	106	67	372	-	-	154	95
Edgewater	280	166	16	1982	57	86	-	-	15
Holly Hill	414	36	24	0.3	10	142	-	-	81
Lake Helen	200	-	-	10	5	2	-	-	-
New Smyrna Beach	1075	643	220	222	23	180	1873	1844	152
Oak Hill	185	42	54	182	13	-	-	200	0.4
Orange City	6	0.2	25	49	38	0.6	-	-	-
Ormond Beach	1780	171	391	1593	71	154	-	-	63
Pierson	5	-	-	-	-	-	-	186	5
Ponce Inlet	86	26	20	-	40	-	-	-	11
Port Orange	1145	611	154	87	254	116	159	-	-
South Daytona	172	207	26	52	21	38	-	-	39
Unincorporated	11982	827	138	72	3180	227		45273	424
Countywide	**25717**	**6289**	**2423**	**5382**	**4459**	**2273**	**2032**	**47,801**	**1717**

The following map shows the evacuation routes and storm shelter locations as identified by the Statewide Regional Evacuation Study (SRES). It is important to note that shelters located within a floodplain may be inaccessible to the public during flooding events, either due to property flooding or the flooding of access roads. The analysis showed that only three shelters are located within the 100-year floodplain.

The following evacuation routes are primary movers of traffic out of Volusia County:

- Interstate 4 (to Orlando)
- Interstate 95 (to Miami, Jacksonville)
- State Road 40 (to Lake County)
- State Road 415 (to Sanford)
- U.S. 1 (coastal)

The table on the following page lists all of the designated storm shelters in Volusia County.

In the event of a mass-evacuation situation in Volusia County, the roadways utilized to reach these storm shelters could become damaged or inundated by water, thus creating the need for mitigation activities that would identify shelters that have additional capacity or those that can serve excess capacity from an inundated shelter.

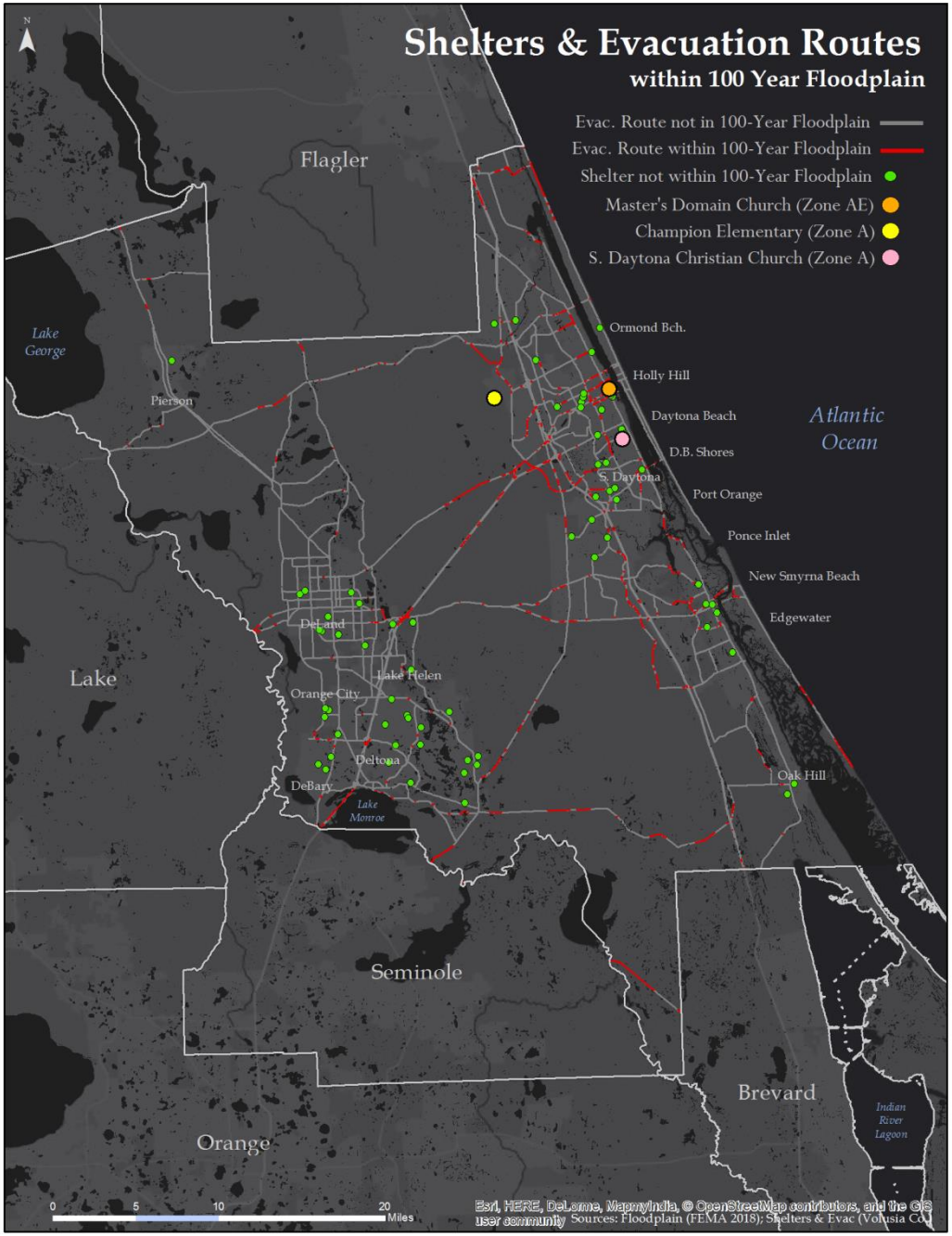


Figure 15: Shelters and Evacuation Routes in the Floodplain

Table 12: List of Storm Shelters in Volusia County (2018)

Shelter Name	City	Evac.	Flood Zone	Surge Zone
ALLEN GREEN CIVIC CENTER	Port Orange			
ATLANTIC HIGH SCHOOL	Port Orange			
BABE JAMES COMMUNITY CENTER	New Smyrna Bch.	B	500 Year	3
BIBLEWAY CHURCH OF GOD IN CHRIST	Oak Hill	C		3
BLUE LAKE ELEMENTARY SCHOOL	DeLand			
CAMPBELL MIDDLE SCHOOL	Daytona Beach	E		4
CHAMPION ELEMENTARY SCHOOL	Daytona Beach		A	
CHISHOLM COMMUNITY CENTER	DeLand			
CITRUS GROVE ELEMENTARY SCHOOL	DeLand			
COVENANT UNITED METHODIST CHURCH	Port Orange			
CREEKSIDE MIDDLE SCHOOL	Port Orange	E		
CYPRESS CREEK ELEMENTARY SCHOOL	Port Orange	E		4
DAYTONA CHRISTIAN & MISSIONARY CHURCH	Daytona Beach			
DAYTONA STATE COLLEGE - DAYTONA BEACH	Daytona Beach			
DAYTONA STATE COLLEGE - DELAND	Unincorporated			
DEBARY ELEMENTARY SCHOOL	DeBary			
DELAND HIGH SCHOOL	DeLand			
DELAND MIDDLE SCHOOL	DeLand			
DELTONA HIGH SCHOOL	Deltona			
DELTONA LAKES ELEMENTARY SCHOOL	Deltona			
DISCOVERY ELEMENTARY SCHOOL	Deltona			
EDGEWATER YMCA	Edgewater	C		3
EMMAUS LUTHERAN CHURCH	Orange City			
FIRST BAPTIST CHURCH OF DEBARY	DeBary			
FIRST BAPTIST CHURCH OF OAK HILL	Oak Hill	D		3
FIRST CHRISTIAN CHURCH	Daytona Beach	C	500 Year	3
FIRST CHURCH OF THE NAZARENE	New Smyrna Bch.	C	500 Year	3
FLORIDA COAST TO COAST RED CROSS CHAPT.	Daytona Beach	E		5
FOREST LAKE ELEMENTARY SCHOOL	Unincorporated			
FREEDOM ELEMENTARY SCHOOL	DeLand			
FRIENDSHIP ELEMENTARY SCHOOL	Deltona			
GALAXY MIDDLE SCHOOL	Deltona			
HERITAGE MIDDLE SCHOOL	Deltona			
HINSON MIDDLE SCHOOL	Daytona Beach			
HORIZON ELEMENTARY SCHOOL	Port Orange			
JAMES PARK YOUTH ACTIVITY CENTER	South Daytona	E		4
LIBERTY INDEPENDENT BAPTIST CHURCH	Unincorporated			

Shelter Name	City	Evac.	Flood Zone	Surge Zone
LIVE OAK GYM	New Smyrna Bch.	C		3
MAINLAND HIGH SCHOOL	Daytona Beach			
MANATEE COVE ELEMENTARY SCHOOL	Orange City			
MASTER'S DOMAIN CHURCH OF GOD IN CHRIST	Daytona Beach	C	AE	3
MOUNT CALVERY FREE WILL BAPTIST CHURCH	Unincorporated			
NEW SMYRNA BEACH HIGH SCHOOL	New Smyrna Bch.	C		3
OSTEEN ELEMENTARY SCHOOL	Unincorporated			
OUR SAVIOR'S EVANG. LUTHERAN CHURCH	Port Orange			
PALM TERRACE ELEMENTARY SCHOOL	Daytona Beach			
PATHWAYS ELEMENTARY SCHOOL	Ormond Beach			
PIGGOTTE COMMUNITY CENTER	South Daytona	E		4
PINE RIDGE HIGH SCHOOL	Deltona			
PINE TRAIL ELEMENTARY SCHOOL	Ormond Beach			
PORT ORANGE ELEMENTARY SCHOOL	Port Orange	C		3
PORT ORANGE YMCA	Port Orange			
PRIDE ELEMENTARY SCHOOL	Deltona			
RIVER SPRINGS MIDDLE SCHOOL	Orange City			
SAINT ANN'S CATHOLIC CHURCH	DeBary			
SEABREEZE SENIOR HIGH SCHOOL	Daytona Beach	A		4
SICA HALL COMMUNITY CENTER	Holly Hill	E		4
SOUTH DAYTONA CHRISTIAN CHURCH	South Daytona	C	A	3
SOUTHWESTERN MIDDLE SCHOOL	Unincorporated			
SPIRIT ELEMENTARY SCHOOL	Deltona			
SPRUCE CREEK BAPTIST CHURCH	Unincorporated	E		5
ST MARYS EPISCOPAL CHURCH	Daytona Beach	E		4
SUNRISE ELEMENTARY SCHOOL	Deltona			
SWEETWATER ELEMENTARY SCHOOL	Port Orange			
T. DEWITT TAYLOR MIDDLE/HIGH SCHOOL	Pierson			
TIMBERCREST ELEMENTARY SCHOOL	Deltona			
TRINITY ASSEMBLY OF GOD	Deltona			
TRINITY EVANGELICAL LUTHERAN CHURCH	New Smyrna Bch.	C		3
TUBMAN KING COMMUNITY CHURCH	Daytona Beach	E		4
UNIVERSITY HIGH SCHOOL	Orange City			
VOLUSIA COUNTY FAIRGROUNDS (PF)	Unincorporated			
VOLUSIA PINES ELEMENTARY SCHOOL	Lake Helen			
WES CRILE GYMNASIUM	Deltona			

VI. MITIGATION STRATEGY

Flood Mitigation specifically involves the managing and controlling of flood movement in an effort to prevent and control flooding. Flood mitigation is any action taken to reduce risk to people or property from flooding and its effects. The Volusia County Multi-jurisdictional Local Mitigation Strategy (LMS) has evolved over the years and not only focuses on flooding, but other natural hazards. The Volusia Prepares LMS Working Group (LMS Working Group) has developed Bylaws and Operating Procedures to formalize the LMS update process and working group. The Plan documents and represents the County's and participating local jurisdictions' sustained efforts to incorporate hazard mitigation principles and practices into the routine government activities and functions of Volusia County and its participating jurisdictions and partners. This includes documenting the goals and objectives that Volusia County deems necessary to protect people and property from hazards. At its most inner core, the Plan recommends specific actions to combat hazard vulnerability and protect its residents from losses to those hazards that pose the greatest risk.

A. Setting Goals

The Floodplain Management Plan Committee reviewed the goals of the current Volusia County FMP and the Local Mitigation Strategy. The following goals and objectives were adopted for the 2020 Volusia County Floodplain Management Plan.

GOAL 1 - Prevent new development in the floodplain from increasing runoff and resulting in increases in flood volumes in the floodplain.

Objective 1.1 Enforce the building requirements, from the National Flood Insurance Program and not allow variances that are feasibly avoidable.

Objective 1.2 Ensure any new development in the floodplain is in accordance with county or municipal ordinances.

Objective 1.3 Minimize flood hazards and protect water quality county-wide by employing watershed-based approaches that balance environmental, economic, and engineering considerations.

Objective 1.4 Protect environmentally sensitive lands and aquifers to maximize their survivability from known flood hazards where appropriate and financially feasible.

Objective 1.5 Reduce flood exposure and maximize flood protection efforts.

Goal 2 – Develop and maintain a proactive public awareness and outreach that informs and notifies property owners that they are located in a flood zone and provides assistance and information regarding flood zones, protection of property, local drainage and sewer back-up problems.

Objective 2.1 Create easily accessible information to educate residents about the hazards, loss reduction measures, and the natural and beneficial functions of floodplains.

Objective 2.2 Encourage land and water uses compatible with the protection of environmentally sensitive lands and coastal resources.

Objective 2.3 Review the adequacy and completeness of emergency procedures that address catastrophic flood events and every year conduct a test of the flood warning system.

Objective 2.4 Minimize impacts from flooding in FEMA designated special flood hazard areas (i.e. flood zones starting with the letters “V” or “A”) where financially feasible.

Objective 2.5 Build a constituency that desires to see the plan's recommendations implemented.

Objective 2.6 Provide leadership in protecting low-income properties and public housing from the impacts of floods.

Goal 3 - Continue with the Hazard Mitigation Grant Program to identify and obtain funding for both pre-and-post disaster residential mitigation projects regarding flooding.

Objective 3.1 Continue to identify cost-beneficial residential units for various flood mitigation grants.

Objective 3.2 Continue to utilize “Volusia Prepares” Local Mitigation Strategy to guide and assist the County and municipalities in establishing priorities for hazard mitigation projects.

Goal 4 – Reduce the number of repetitive loss properties within Volusia County.

Objective 4.1: Mitigate identified repetitive loss properties through the HMGP funding program when possible.

Goal 5 - Review the locations and effects on areas that experience flooding and determine what steps, if any, the County and municipalities can take to alleviate future impacts.

Objective 5.1 Maintain a database of flood problems and hazards, mitigation and repetitive loss claim history.

Objective 5.2 Build public and political support for projects that prevent new problems, reduce losses, and protect the natural and beneficial functions of floodplains.

Objective 5.3 Continue to prioritize capital projects that will mitigate flood impacts in those areas of the County and municipalities that have experienced significant flooding problems.

Objective 5.4 Continue and enhance existing programs that acquire wetland areas for passive recreation uses while providing significant watershed volume storage and buffer areas from the floodplain.

VIII. MITIGATION ACTIVITIES

Flood Mitigation specifically involves the managing and controlling of flood movement in an effort to prevent and control flooding. Flood mitigation is any action taken to reduce risk to people or property from flooding and its effects. The Volusia County Multi-jurisdictional Local Mitigation Strategy (LMS) has evolved over the years and not only focuses on flooding, but other natural hazards. The Volusia Prepares LMS Working Group (LMS Working Group) has developed Bylaws and Operating Procedures to formalize the LMS update process and working group. The Plan documents and represents the County's and participating local jurisdictions' sustained efforts to incorporate hazard mitigation principles and practices into the routine government activities and functions of Volusia County and its participating jurisdictions and partners. This includes documenting the goals and objectives that Volusia County deems necessary to protect people and property from hazards. At its most inner core, the Plan recommends specific actions to combat hazard vulnerability and protect its residents from losses to those hazards that pose the greatest risk.

Table 13: Funding Sources for Property Mitigation Activities

Eligible Activities	Hazard Mitigation Grant	Pre-Disaster Mitigation	Flood Mitigation Assistance	Repetitive Flood Claim	Community Development Block Grant	Public Assistance Program	Severe Repetitive Loss
Acquisition/Demolition *(for purposes of open space)*	✓	✓	✓	✓	✓		✓
Relocation	✓	✓	✓	✓	✓		✓
Elevation	✓	✓	✓	✓	✓		✓
Dry Flood-proofing *(historic residential structures)*	✓	✓	✓	✓	✓		✓
Public Facility Mitigation					✓	✓	✓
Mitigation Reconstruction					✓		✓

A detailed description of the funding sources can be found in Section 9 of the Volusia County Local Mitigation Strategy.

A. Flooding Preventative Activities

Planning and regulatory capability is based on the implementation of plans, ordinances and programs that demonstrate a local jurisdiction's commitment to guiding and managing growth, development and redevelopment in a responsible manner while maintaining the general welfare of the community. It includes emergency management and mitigation planning, comprehensive land use planning, in addition to the enforcement of zoning and subdivision ordinances and building codes that regulate how land is developed and structures are built. Additionally, it protects environmental, historic and cultural resources in the community. Although some conflicts can arise, these planning initiatives generally present significant opportunities to integrate mitigation principles and best practices into the local decision making process in an effort to manage floodplain development. Table 2 refers to Volusia County and its jurisdictions plans, policies, codes and ordinances.

B. Property Preventative Activities

Property preventive activities are generally undertaken by property owners on a building-by-building or parcel basis. Some activities may include:

- **Buy-Out & Acquisition** - The act of acquiring or gaining possession to flood damaged properties and permanently preserving the land.
- **Relocation** – Moving a structure out of the floodplain to higher ground where it will not be exposed to flooding.
- **Elevation** – Raising a structure so that the lowest floor is above the flood level.
- **Flood Insurance** – A specific insurance coverage against property loss from flooding.
- **Wet Flood-Proofing** – Making uninhabited portions of the structure resistant to flood damage and allowing water to enter during flooding.
- **Dry Flood-Proofing** – Sealing the structure to prevent floodwaters from entering.

C. Natural Resource Protection Activities

These activities are customarily conducted to preserve or restore natural areas or the natural functions of floodplain and watershed areas. Natural resource protection activities reduce the impact of natural hazards by preserving or restoring natural areas and their protective functions. Such areas include floodplains, wetlands, steep slopes and sand dunes. Parks, recreation or conservation agencies and organizations often implement these protective measures.

Examples of Natural Resource Protective Measures:

- Floodplain protection; watershed management
- Low impact development; bioswales; native landscaping
- Riparian buffers
- Erosion and sediment control
- Wetland preservation and restoration

D. Emergency Services Activities

Emergency services measures are taken prior to, during, and after an emergency to minimize vulnerability and impact. Volusia County Division of Emergency Management actively participates in training and exercise, as well as evacuation planning and emergency response. Currently Volusia County and 15 jurisdictions have an evacuation plan in place. In addition, Volusia County participated in the Statewide Regional Evacuation Study. Figure 15 depicts the regional evacuation routes and shelters within Volusia County. Other activities include sandbagging for flood protection and emergency response training and exercises. Volusia County and its municipalities continue to be proactive in emergency response training and exercises. Some examples include participation in the Statewide Tsunami Exercise and the Statewide Tornado Drill.

E. Structural Projects

Structural projects keep floodwaters away from an area with a levee, reservoir, or other flood control measure. Structural projects are usually designed by engineers and managed or maintained by public works staff. Examples of structural projects include:

- Reservoirs
- Channel modifications
- Levees/floodwalls/seawalls
- Beach nourishment
- Diversions, Flood Dams
- Storm sewers; bioswales on roadways; “Green Streets”

F. Public Education and Awareness Activities

Public Education and Awareness activities are used to advise residents, elected officials, business owners, potential property buyers, and visitors about hazards, hazardous areas, and mitigation techniques they can use to protect themselves and their property. Examples of measures to educate and inform the public include outreach projects. Through an agreement with

Volusia County, WNDB 1150AM/WHOG 95.7FM radio and WDSC TV-15 are Volusia County's official emergency management information stations. WNDB has a broadcast outlet at the CEOC. WDSC enhances the County's ability to provide critical public safety information with a direct, live television connection. Volusia County's website hosts a flood map viewer which is an on-line mapping program that has searchable flood maps. The flood map viewer allows an individual to type in an address or property identification number to see the parcel on an interactive map in relation to the high-risk flood areas. Volusia County and its jurisdictions also provide real estate agents with floodplain disclosures. Information regarding floods can also be found at the County Libraries. Volusia County actively provides updates on events and public outreach through Facebook and Twitter.

It was identified through the public survey process that many residents are unsatisfied with educational and outreach efforts provided by the jurisdictions. It is recommended that throughout the year and during the yearly plan update, at least one public meeting be held to provide information to the residents concerning mitigation and associated funding options. In addition, social media, mailings, workshops, and informational booths at events are also suggested as well as public service announcements and information in the local newspaper. Providing strategies, funding resources and other education material both electronically on all the jurisdictional websites and in print in libraries and City Halls would be beneficial.

G. Action Plan

The Volusia County Multi-Jurisdictional Local Mitigation Strategy features a mitigation action plan that is maintained through the LMS Working Group as well as the FMP working group. The Mitigation Strategy is the selection and prioritization of specific mitigation actions, referred to as Hazard Mitigation Initiatives, for Volusia County and participating jurisdictions. The Mitigation Action Plan (MAP) represents an unambiguous and functional plan for action and is considered to be the most essential outcome of the mitigation planning process. This detailed Action Plan can be found in Section 8 of the Volusia County Multi-Jurisdictional Local Mitigation Strategy. Flood-specific projects are located in Appendix G of this report.

The MAP includes a prioritized listing of proposed hazard mitigation actions (policies and projects) for Volusia County and its participating jurisdictions and partners to carry out with accompanying information such as those departments or individuals assigned responsibility for their implementation, potential funding sources and an estimated target date for completion, serving as an important tool for monitoring success or progress over time. The cohesive collection of actions listed in the MAP can also serve as an easily understood menu of mitigation policies and projects for those local decision makers who want to

quickly review the recommendations and proposed actions of the Hazard Mitigation Plan. The Mitigation Action Plan can be found in Appendix G.

The LMS working group has reviewed and prioritized the initiatives and projects found in the Action Plan. The prioritization was based on the following factors: Population Benefited, Health and Safety Considerations, Environmental Impact, Consistency with other plans and programs, Reduces Risk of Future Property Damage, Supports Essential or Critical Services, Probability of Receiving Funding and ease of Implementation, Community Rating System, Repetitive Loss Mitigation, and Benefit Cost Ratio. Please refer to the table on the next page which justifies the scoring the system. It is important to note that since this plan is to be incorporated into the Volusia County Local Mitigation Strategy (LMS), it will fall under all of the implementation, evaluation and revision criteria and schedule as outlined specifically in the LMS.

Post-Disaster Redevelopment Strategies and Procedures

The County has completed and incorporated a Post Disaster Redevelopment Plan and Debris Management Plan into its ongoing planning process. In addition, a Continuity of Operations Plan has been developed to ensure that all County Emergency Support Functions (ESF's) work in unison following a hazard event. A link to these three plans is included below:

- Volusia County Continuity of Operations Plan
- Volusia County Debris Management Plan
- Volusia County Post-Disaster Redevelopment Plan

Natural Hazard Mitigation Strategies and Procedures

The County deals with natural hazard mitigation and procedures through this plan and the Local Mitigation Strategy. The Local Mitigation Strategy Priority Projects listing includes projects geared to reduce the impacts of flooding, storm surge, wind, and other natural hazards. In addition, the Priority Projects dealing with flooding have been added to Appendix G (the Action Plan) of this report. The 2020 Floodplain Management Plan has been affirmed with Resolutions of Adoption (Appendix I) for incorporation into the Volusia County Floodplain Management Plan. A link to the plan is included below:

- Volusia County Local Mitigation Strategy (scroll down to "Local Mitigation Strategy 2015 – FEMA Approved")

Table 14: Prioritization and Scoring Worksheet

Prioritization Criteria	***Scoring***			
Population Benefited	**4 Points:** Project will benefit a multi-jurisdictional area	**3 Points:** Project will befit a jurisdictional area	**2 Points:** Project will benefit less than 100% of a jurisdiction.	
Health and Safety Considerations	**4 Points:** Project would benefit 75% or more of the population.	**3 Points:** Project would benefit 50 -74 % of the population.	**2 Points:** Project would benefit 25-49% of the population.	**1 Point:** Project would benefit less than 25% of the population.
Environmental Impact	**1 Point:** Project improves the environment.	**0 Point:** Risk to the environment is undetermined.	**(-1) Point:** Project poses a risk to the environment.	
Consistency with other plans and programs	**4 Points:** Project is incorporated into the LMS CEMP and Comp Plan and supports the NFIP.	**3 Points:** Project is incorporated into at least two of these plans.	**2 Points:** Project is incorporated into at least one of these plans.	**1 Point:** Project is consistent with other local standards, aside from LMS, CEMP, and Comp Plan.
Reduces Risk of Future Property Damage	**4 Points:** Mitigates a hazard of high frequency or risk.	**3 Points:** Mitigates a hazard of moderate frequency or risk.	**2 Points:** Mitigates a hazard of low frequency or risk.	**1 Point:** Mitigates a hazard of very low frequency or risk.
Supports Essential or Critical Services	**5 Points:** Project will ensure continuity of operations for essential infrastructure or services.	**3 Points:** Project will support infrastructure or services with loss/damage history	**1 Point:** Project will support infrastructure or services without loss/damage history.	**0 Points:** Projects operation will have no impact on community infrastructure or services if disrupted.
Probability of Receiving Funding for Implementation	**4 Points:** Limited funding potential exists.	**3 Points**: Potential funding sources are other state or federal grants or similar funding sources.	**2 Points:** Potential funding is readily available through emergency preparedness or mitigation funding sources.	**0 Points**: Potential funding is readily available through local funding sources.
Feasibility of Implementation	**4 Points:** Project would be relatively easy to implement in one year.	**3 Points**: Project would be easy to implement in three years.	**2 points:** Project would be easy to implement in five years.	**0 Points:** Project would be difficult to implement.
Community Rating System (CRS) -public information, mapping - damage reduction -flood preparedness	**4 Points:** Project supports CRS elements	**3 Points:** Project supports three CRS elements.	**2 Points:** Project supports two CRS elements.	**1 Point:** Project supports one CRS element.
Repetitive Loss (RL) Mitigation	**4 Points:** Project protects 50% or more of the RL structures.	**2 Points**: Project protects less than 50% of the RL structures.	**4 Points:** Project does not protect a RL structures.	
Benefit Cost Ratio (BCR)	**5 Points:** Project has a BCR of "1" or higher, using FEMA approved software.	**3 Points:** Project has a BCR of less than "1" using FEMA approved software.	**O Points:** the BCR cannot be determined.	

IX. PLAN MAINTENANCE

A. Adopt the Plan

Each jurisdiction participating in the CRS program is required to adopt the Floodplain Management Plan formally through individual jurisdictional boards. Appendix I provides copies of all adopted resolutions. Please note, this section is a working section, as the adoption process may vary amongst the jurisdictions. As each jurisdiction provides a copy of the adopted resolution, it will be added to the appendix of the plan. The Volusia County Emergency Management Division is responsible for the master copy of the Floodplain Management Plan.

B. Implement, Evaluate, and Revise

As the responsible party for the FMP, the Volusia County Emergency Management Division will oversee the implementation, evaluation, and revision of the plan on a County-wide basis. Jurisdictional implementation and revision of Appendix A is the responsibility of each individual jurisdiction.

Procedures for monitoring the implementation, progression and revisions of the plan are completed through the Local Mitigation Strategy Steering Committee, also referred to as "Volusia Prepares". This committee meets on a quarterly basis to review aspects of the LMS, including the FMP, and other topics such as CRS upkeep and requirements. The working group is made up of Volusia County Emergency Management staff and one representative from each participating Town or City. The working group implements the plan through Resolutions of Support and Resolutions of Adoption, evaluates the plan on a case-by-case basis, and revises the plan through the development of the "Action Plan" of priority projects, which are updated during Steering Committee Meetings as needed.

The LMS Steering Committee and the FMP Planning Committee are generally comprised of the same jurisdictional staff members. For the purpose of updating and maintaining the FMP, the FMP Planning Committee composition will continue to encompass the jurisdictional staff responsible for the implementation of the FMP and related policies and projects as it had been during the initial planning process. Pursuant to CRS Activity #510, an annual progress report is submitted.

This Floodplain Management Plan is considered an appendix to the Volusia County LMS. To that end, the maintenance of this document will occur in conjunction with the yearly LMS updates. During the third quarter of the calendar year

(July/August/September), the County and the jurisdictions will provide any updates, including data and projects, to the County for review by the LMS Steering Committee/FMP Planning Committee. The steering committee will review any updates and the County will be responsible for implementing the updates in the master plan. In addition, the evaluation report will be prepared by the FMP Planning Committee and address updates per jurisdiction. Each community will submit its copy of the annual evaluation report with its recertification annually. The Volusia County Emergency Management Division will be responsible for the five year update process. During this update period, the public will have the opportunity to participate in the updating process. It is recommended that at least one public meeting is held during this period to provide input. In addition, it is recommended that notification be submitted via databases, utility mailings, websites, and social media, concerning the update process, public meetings, and other avenues of input. The current plan as well as the proposed changes should be made available on each jurisdictional website as well as a hard copy be provided at the City Halls and libraries. Press releases, radio and TV announcements may also be utilized to inform the public.

Once per year, elected officials will be provided a copy of the most current Floodplain Management Plan in conjunction with the LMS. At that time, hard copies of the plan will be replaced at the designated location in participating jurisdictions. The table below indicates where the jurisdictions will keep a hard copy of the plan for public use

Table 15: Plan Storage Locations

City	Hard Copy Location
Main Copy	**City Island Library - 105 East Magnolia Avenue, Daytona Beach FL 32114**
Daytona Beach	125 Basin Street (Suite 100), Daytona Beach FL 32114
Daytona Beach Shores	2990 S. Atlantic Avenue, Daytona Beach Shores FL 32118
DeBary	*Not Specified*
DeLand	*Not Specified*
Deltona	*Not Specified*
Edgewater	104 N. Riverside Drive, Edgewater FL 32132
Holly Hill	*Not Specified*
Lake Helen	*Not Specified*
New Smyrna Beach	*Not Specified*
Oak Hill	*Not Specified*
Orange City	*Not Specified*
Ormond Beach	22 South Beach Street (Room 104), Ormond Beach FL 32174
Pierson	*Not Specified*
Ponce Inlet	*Not Specified*
Port Orange	*Not Specified*
South Daytona	1672 S. Ridgewood Avenue, South Daytona FL 32119

Appendix A
Jurisdictional Profiles

Daytona Beach

Floodplain Management Goals and Objectives

Goal: Promote the public health, safety and general welfare, and to minimize public and private losses due to flood conditions in specific areas

- Objective: Maintain the City's Community Rating System Classification;
- Objective: Provide flood protection information to residents;
- Objective: Coordinate and implement small and/or large scale projects to help alleviate drainage and flood concerns;
- Objective: To protect human life, health and to eliminate or minimize property damage;
- Objective: Require the use of appropriate construction practices to prevent or minimize future flood damage;
- Objective: Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials and other development activities which may increase flood damage or erosion potential;
- Objective: Manage the alteration of flood hazard areas, watercourses and shorelines to minimize the impact of development on the natural and beneficial functions of floodplains;
- Objective: To minimize the need for rescue and relief efforts associated with flooding that are generally undertaken at the expense of the general public;
- Objective: To minimize prolonged business interruptions;
- Objective: To minimize damage to public facilities and utilities, such as water mains, gas mains, electric lines, telephone lines and sanitary sewer lines, streets, bridges and stormwater culverts located in floodplains;
- Objective: To maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas;
- Objective: To ensure that potential homebuyers are notified when the property is in a flood hazard area;
- Objective: To help maintain a stable tax base by providing for the sound use and development of flood prone areas in order to minimize flood blight areas.

Goal: To create programs to manage the surface water runoff

- Objective: Develop/maintain storm water management plan;
- Objective: Develop alternative water supply on western city limits.

Daytona Beach

Exposed Critical Facilities

Facility Name	Facility Type	Flood Zone
Worc Haven Assisted Living	Assisted Living	A
Golden Abbey Assisted Living	Assisted Living	AE
Forest Lake Manor	Assisted Living	AE
Herald's Retirement Home	Assisted Living	AE
Compassion in Healthcare	Assisted Living	AE
Trinity Care Center	Assisted Living	AE
Manor on Green	Assisted Living	A
Good Samaritan Society	Assisted Living	A
Cingular Wireless – Int'l Speedway	HazMat Facility	A
Florida Rock Industries	HazMat Facility	A
Communication Facility DYBHFLGY	HazMat Facility	A
Communication Facility DYBHFLMN	HazMat Facility	A
Century Link QCC Daytona	HazMat Facility	A
MCI Facility FLDAYFDL	HazMat Facility	A
Sprint Cell Site FL3134	HazMat Facility	A
Sprint Pop Site	HazMat Facility	A
Conrad Yelvington Distributors	HazMat Facility	A
FAA DAB ATCT	HazMat Facility	AE
Decorative Electro Coatings	HazMat Facility	A
Wastewater Treatment Plant	HazMat Facility	A
Daytona Beach Fire Station 1	Fire Station	A
Daytona Beach Fire Station 6	Fire Station	AE
Daytona Beach Public Works	Government	AE
Fifth District Court of Appeal	Government	AE
Sunrise Surgical Center	Medical	A
Bethune Cookman College	School	A
Champion Elementary School	School	A
Father Lopez High School	School	A
Turie T Small Elementary School	School	A
Word and Praise Chr. Learning Ctr.	School	A
Daytona Electric Substation	Utility	A
Halifax Wrecking Company	Waste Facility	A
Florida Rock Daytona	Waste Facility	A

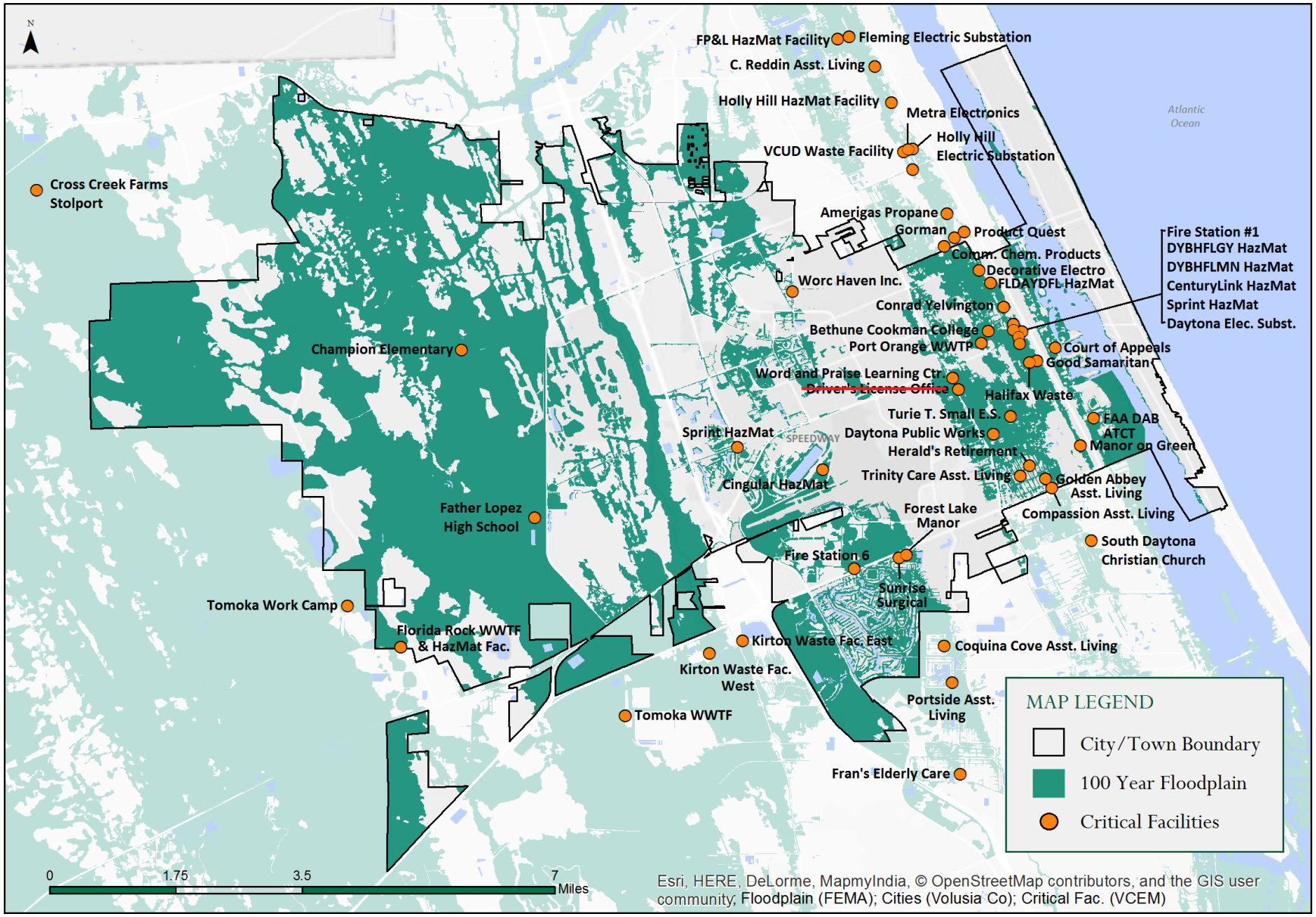
Floodplain Exposure Analysis

Percent of Parcels in the Floodplain	49.6%
Buildings in the Floodplain	8,770

Exposed Acreage: Residential Future Land Use	7,802
Exposed Acreage: Commercial Future Land Use	1,188
Exposed Acreage: Mixed Use Future Land Use	882
Exposed Acreage: Industrial Future Land Use	968
Exposed Acreage: PD Future Land Use	-
Exposed Acreage: Institutional Future Land Use	309

Total Exposure: Land Value	$1,031,935,148
Total Exposure: Building Value	$2,492,556,826
Total Exposure: Assessed Value	$3,626,954,919
Total Exposure: Taxable Value	$2,317,906,555

Jurisdiction Map: Critical Facilities within the 100-Year Floodplain



Daytona Beach Shores

Floodplain Management Goals and Objectives

Goal: Prevent new development in the floodplain from increasing runoff and resulting in increases in flood volumes in the floodplain.

- Objective 1.1 Enforce building requirements from the National Flood Insurance Program and not allow variances that are feasibly avoidable.
- Objective 1.2 Prevent new development in the floodplain.
- Objective 1.3 Minimize flood hazards and protect water quality by employing approaches that balance environmental, economic, and engineering considerations.
- Objective 1.4 Protect environmentally sensitive lands to maximize their inherent mitigation attributes and reduce known flood hazards where appropriate and financially feasible.
- Objective 1.5 Reduce flood exposure and maximize flood protection efforts.

Goal: Develop and maintain a proactive public awareness and outreach that informs and notifies property owners that they are located in a flood zone and provides assistance and information regarding flood zones, protection of property, local drainage and sewer back-up problems.

- Objective 2.1 Create easily accessible information to educate residents about the hazards, loss reduction measures, and the natural and beneficial functions of floodplains.
- Objective 2.2 Encourage land and water uses compatible with the protection of environmentally sensitive lands and coastal resources.
- Objective 2.3 Review the adequacy and completeness of emergency procedures that address catastrophic flood events.
- Objective 2.4 Minimize impacts from flooding in FEMA designated special flood hazard areas (i.e. flood zones starting with the letters “V” or “A”) where financially feasible.
- Objective 2.5 Build a constituency that desires to see the plan's recommendations implemented.

Goal: Continue with the Hazard Mitigation Grant Program to identify and obtain funding for both pre-and-post disaster residential mitigation projects regarding flooding.

- Objective 3.1 Identify various flood mitigation grants that may assist residences located in the floodplain.
- Objective: Utilize “Volusia Prepares” Local Mitigation Strategy to guide and assist in establishing priorities for hazard mitigation projects.

Goal: Reduce the number of repetitive loss properties within Volusia County.

Goal: Review the locations and effects on areas that experience flooding and determine what steps, if any, the City can take to alleviate future impacts.

- Objective 5.1 Maintain a database of flood problems and hazards, mitigation and repetitive loss claim history.
- Objective 5.2 Build public and political support for projects that prevent new problems, reduce losses, and protect the natural and beneficial functions of floodplains.
- Objective 5.3 Prioritize capital projects that will mitigate flood impacts in areas of the City that have experienced significant flooding problems.

Daytona Beach Shores

Exposed Critical Facilities

Facility Name	Facility Type	Flood Zone
None		

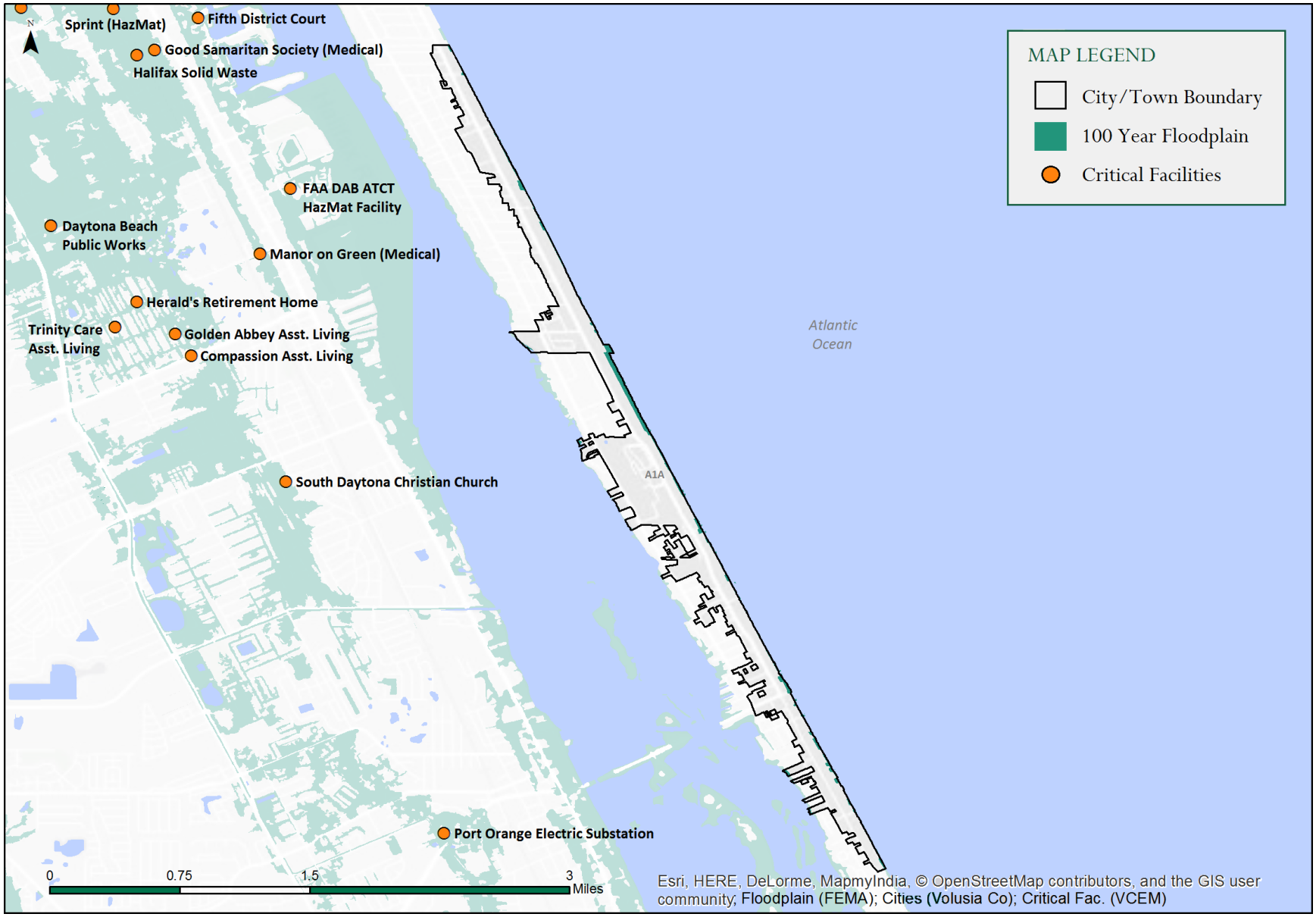
Floodplain Exposure Analysis

Percent of Parcels in the Floodplain	74.9%
Buildings in the Floodplain	132

Exposed Acreage: Residential Future Land Use	27
Exposed Acreage: Commercial Future Land Use	-
Exposed Acreage: Mixed Use Future Land Use	-
Exposed Acreage: Industrial Future Land Use	-
Exposed Acreage: PD Future Land Use	-
Exposed Acreage: Institutional Future Land Use	0.1

Total Exposure: Land Value	$408,090,848
Total Exposure: Building Value	$995,734,555
Total Exposure: Assessed Value	$1,442,221,431
Total Exposure: Taxable Value	$1,332,476,443

Jurisdiction Map: Critical Facilities within the 100-Year Floodplain



DeBary

Floodplain Management Goals and Objectives

Goal: Manage storm water runoff and the preservation of water resources.

- Objective: Alleviate downstream flood hazards
- Objective: Prevent significant loss of life and property due to runoff from any foreseeable rainfall event
- Objective: Reduce the capital expenditure associated with flood-proofing and the installation and maintenance of storm drainage systems.

Goal: Promote the public health, safety and general welfare and to minimize public and private losses due to flood conditions in specific areas.

- Objective: Protect human life, health and to eliminate or minimize property damage
- Objective: Minimize expenditure of public money for costly flood control projects
- Objective: Minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public
- Objective: Maintain a stable tax base by providing for the sound use and development of flood-prone areas in such a manner as to minimize flood blight areas.
- Objective: Ensure that potential homebuyers are notified that property is in a flood hazard area.

DeBary

Exposed Critical Facilities

Facility Name	Facility Type	Flood Zone
None		

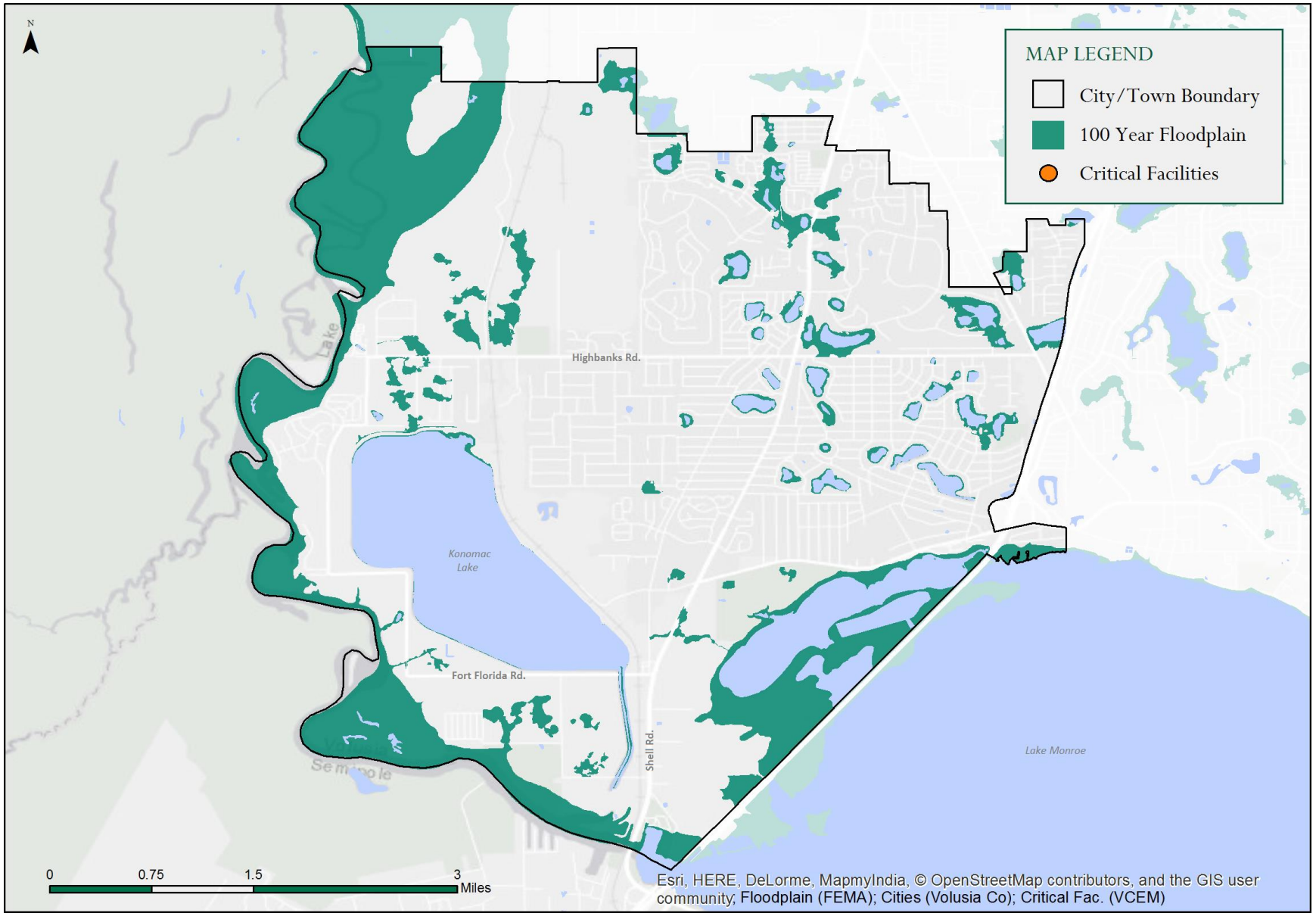
Floodplain Exposure Analysis

Percent of Parcels in the Floodplain	14.2%
Buildings in the Floodplain	1,095

Exposed Acreage: Residential Future Land Use	269
Exposed Acreage: Commercial Future Land Use	61
Exposed Acreage: Mixed Use Future Land Use	73
Exposed Acreage: Industrial Future Land Use	147
Exposed Acreage: PD Future Land Use	-
Exposed Acreage: Institutional Future Land Use	65

Total Exposure: Land Value	$93,671,202
Total Exposure: Building Value	$162,003,662
Total Exposure: Assessed Value	$263,763,736
Total Exposure: Taxable Value	$191,512,792

Jurisdiction Map: Critical Facilities within the 100-Year Floodplain



DeLand

Floodplain Management Goals and Objectives

Goal 1: Minimize public and private losses due to flood conditions in specific areas.

- Objective 1.1: Prioritize and implement capital projects to alleviate known drainage and flooding problems.
- Objective 1.2: Maintain existing storm water facilities to function near optimal capacity.
- Objective 1.3: Sweep streets to maintain positive visual appearance and to prevent build-up of debris in storm systems within City right of way.
- Objective 1.4: Maintain storm water pump stations and standby generators in good condition at all times

Goal 2: Provide adequate funding for construction of storm water system improvements and operation and maintenance of existing systems

- Objective 2.1: Obtain revenue from all storm water system users by collection of utility fees accessed in proportion to benefit derived.
- Objective 2.2: Analyze and adjust storm water utility rates as necessary to fund priority capital projects and operating expenses.

Goal 3: Regulate new development and redevelopment to reduce or eliminate increases in flood volumes and additional flooding conditions.

- Objective 3.1: Enforce building requirements from the National Flood Insurance Program
- Objective 3.2: Prevent new development in the flood plain unless mitigated.
- Objective 3.3: Consider downstream effects of new development and require mitigation as appropriate.
- Objective 3.4: Reduce quantity and improve quality of runoff from developed properties when redeveloped.

DeLand

Exposed Critical Facilities

Facility Name	Facility Type	Flood Zone
DeLand Water Supply Plant	Utility	A

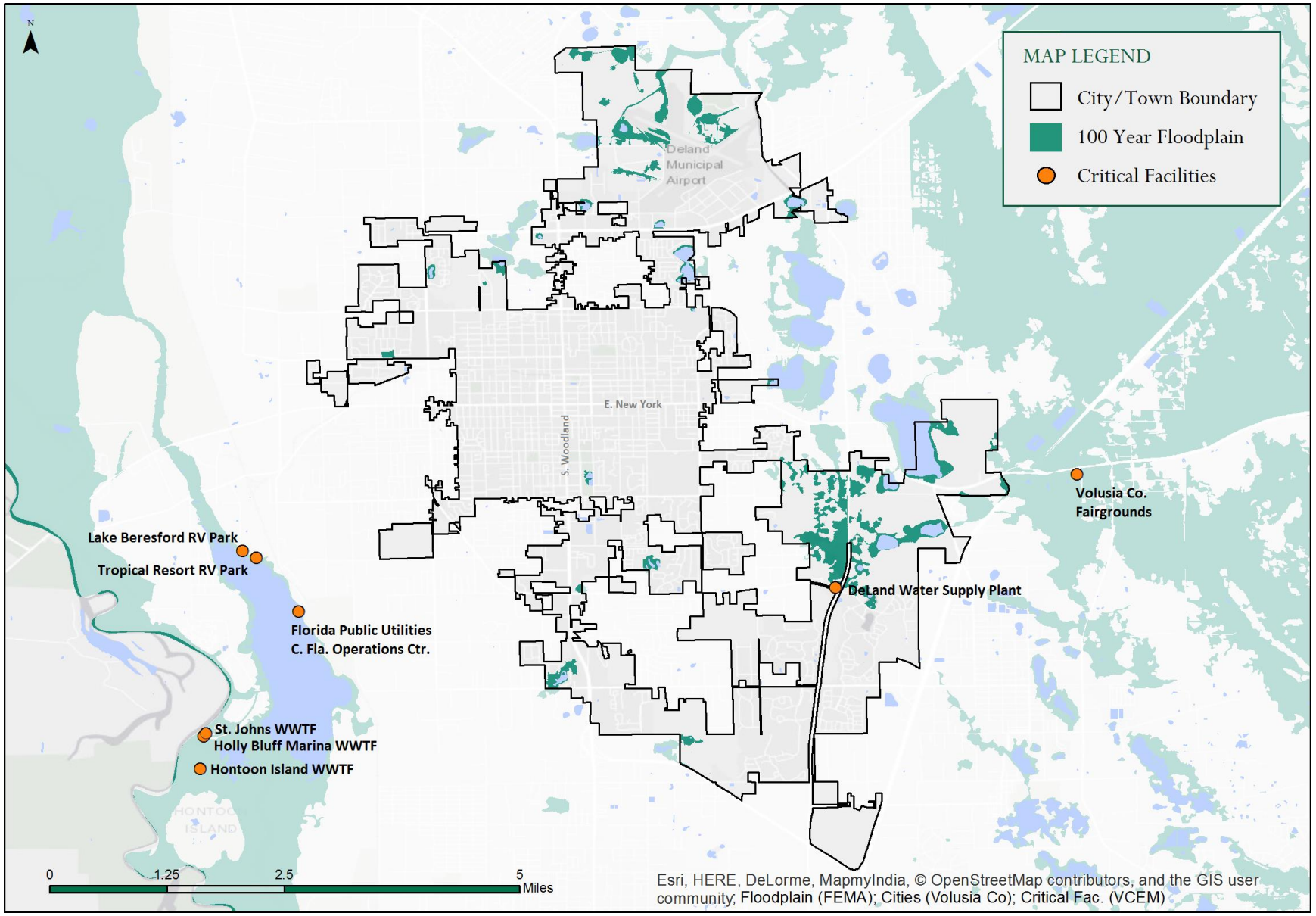
Floodplain Exposure Analysis

Percent of Parcels in the Floodplain	1.6%
Buildings in the Floodplain	121

Exposed Acreage: Residential Future Land Use	302
Exposed Acreage: Commercial Future Land Use	-
Exposed Acreage: Mixed Use Future Land Use	111
Exposed Acreage: Industrial Future Land Use	212
Exposed Acreage: PD Future Land Use	-
Exposed Acreage: Institutional Future Land Use	1

Total Exposure: Land Value	$36,181,192
Total Exposure: Building Value	$71,983,599
Total Exposure: Assessed Value	$112,726,316
Total Exposure: Taxable Value	$50,845,772

Jurisdiction Map: Critical Facilities within the 100-Year Floodplain



Deltona

Floodplain Management Goals and Objectives

Goal: Protect and appropriately utilize the physical and ecological functions of natural drainage ways and related drainage patterns.

- Objective: The City shall discourage development within any known flood plains as identified by the best available data, such as FEMA flood maps.
- Objective: Development and structures shall be discouraged within the 100-year flood plain; however, if located therein they shall be constructed in an manner that results in a no loss in of existing 100 year floodplain storage and function.
- Objective: If structures are allowed in the 100-year flood plain, development within areas prone to 100 year flooding shall compensate for the full amount of flood storage displacement within the 100 year floodplain and shall not increase expected flood levels for adjacent properties or reduce receiving surface water quality below established levels.
- Objective: The functions of flood plains and other flood prone areas shall be protected by directing development away from such areas. If activities do occur within floodplain or flood prone areas such impacts shall be minimized. In addition, if development does occur within floodplain/prone areas then techniques such as compensating storage and the elevation/design of improvements shall be required to ensure that floodplain functions are protected.

Goal: The City of Deltona shall continue to implement the comprehensive surface and groundwater watershed management plan.

- Objective: On-site sewage disposal systems and associated drain fields shall be discouraged within the flood plain of surface water bodies as provided for in land development regulations, to the extent that such systems are designed and located so as to not contribute to the degradation of ambient water quality as consistent with applicable State regulations.
- Objective: Undisturbed segments of flood plains shall be protected through public acquisition, land use controls, conservation easements, or other methods as appropriate.
- Objective: Proposed structures located within the flood plain of surface water bodies and within flood prone areas, shall be required to utilize building methods as provided in land development regulations, to the extent that fill material required for construction or other impervious surfaces will not reduce the ability of the floodplains to store and convey floodwaters, or degrade the natural physical and biological functions of protected habitat without approved mitigation. Impacts of fill in the floodplains and flood prone areas shall be considered both sites specifically and cumulatively. 9J-5.013(2)(c)(9)
- Objective: Dwelling unit densities shall not be increased within the flood plains of surface water bodies and in other flood prone areas as provided for in land development regulations, and per Florida Statute in that allowable densities do not create potential flood hazards, or degrade the natural functions of the flood plain. Dwelling unit density determinations in the floodplain shall consider both site specific and cumulative impacts.

Goal: Protect and appropriately utilize the physical and ecological functions of natural drainage ways and related drainage patterns.

Deltona

Exposed Critical Facilities

Facility Name	Facility Type	Flood Zone
Deltona Water Plant	Utility	AE
TAP Electric Substation	Utility	AE

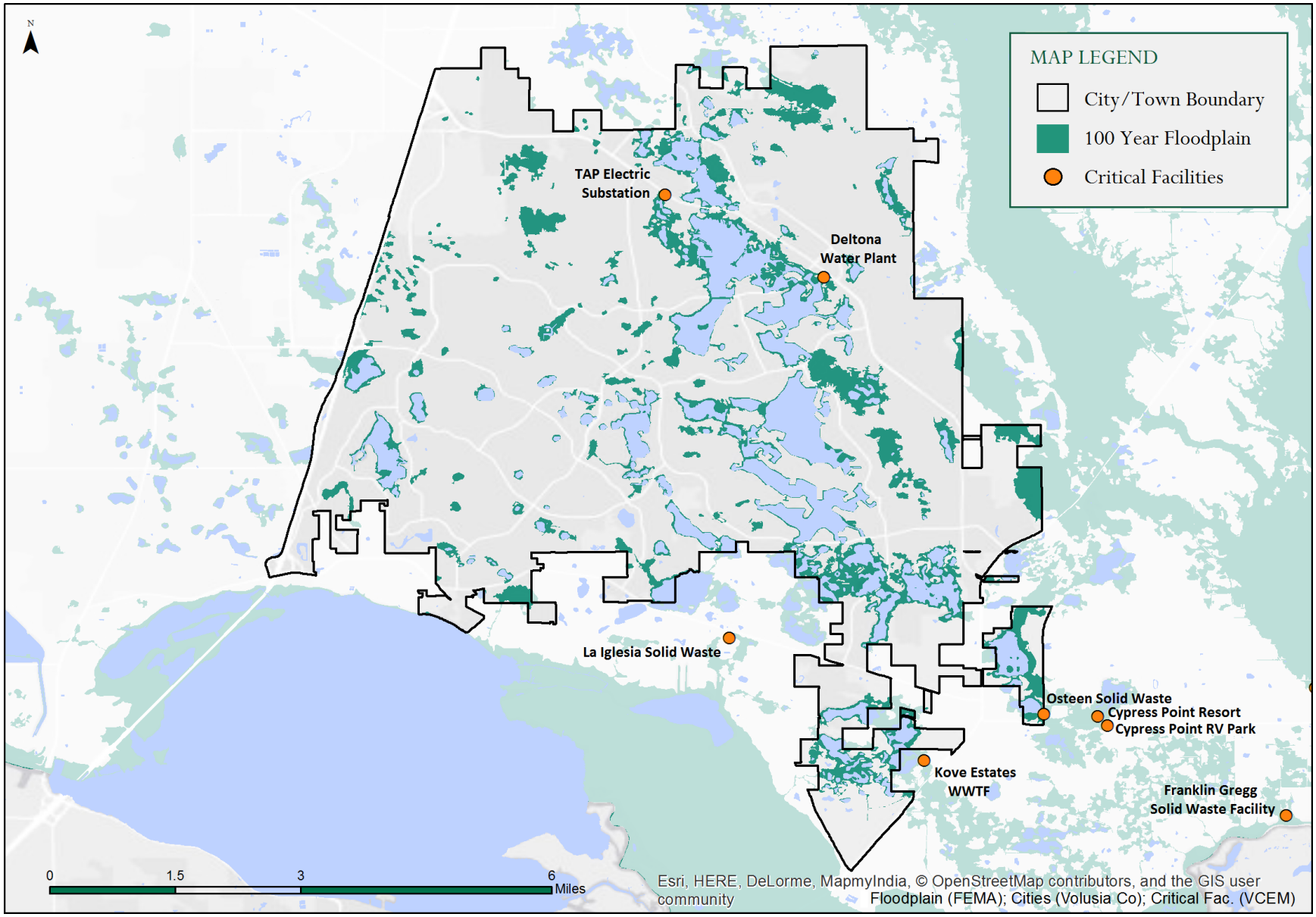
Floodplain Exposure Analysis

Percent of Parcels in the Floodplain	14.5%
Buildings in the Floodplain	4,524

Exposed Acreage: Residential Future Land Use	3,547
Exposed Acreage: Commercial Future Land Use	16
Exposed Acreage: Mixed Use Future Land Use	1,982
Exposed Acreage: Industrial Future Land Use	-
Exposed Acreage: PD Future Land Use	-
Exposed Acreage: Institutional Future Land Use	57

Total Exposure: Land Value	$122,580,488
Total Exposure: Building Value	$563,266,460
Total Exposure: Assessed Value	$711,052,496
Total Exposure: Taxable Value	$398,048,314

Jurisdiction Map: Critical Facilities within the 100-Year Floodplain



Edgewater

Floodplain Management Goals and Objectives

Goal: Continue to maintain a floodplain management ordinance, which includes the development standards required for participation in the National Flood Insurance Program.

- Objective: New construction, or substantial improvement, of any residential structure shall have the lowest floor, including basement, elevated no less than one foot (1') above the base flood elevation or crown of the paved road whichever is greater, or 16 inches (16") above an unpaved road.
- Objective: Plans and designs for subdivisions shall minimize potential flood damage by locating recreation and conservation uses, if included in the plans, to areas within the Flood Zone, reserving as much land as possible outside the flood zone for other land uses. Flood zones shall be identified on all final development plans submitted to the City.

Goal: Strongly discourage development within flood prone areas is strongly discouraged and mitigate any adverse impacts to the surrounding area that may be related to drainage, public health or public safety.

- Objective: Encroachments within the published flood way will not be approved under any circumstances.
- Objective: Compensatory storage for 100-year flood plain encroachments shall be provided in accordance with the City requirements.
- Objective: Projects located near the coast should evaluate any flooding effects associated with both storm surge (FEMA Zones V and VE) and the freshwater flood (FEMA Zones A, AE, AH and AO).

Goal: Protect the natural function and values of the 100-year floodplain.

- Objective: 100-year floodplain shall be given high priority in the selection of conservation areas within the City and for public acquisition of lands for conservation and recreational purposes.
- Objective: Development within the 100 Year Floodplain shall provide necessary mitigation to maintain the natural storm water flow regime.
- Objective: All new construction and substantial improvements of existing construction shall be constructed with materials and utility equipment resistant to flood damage, and using methods and practices that will minimize flood damage and prevent the pollution of surface waters during a 100 year flood event.

Goal: Limit development in the Coastal High Hazard Area and direct population concentrations away from this area.

- Objective: No new public facilities shall be located in the Coastal High Hazard Areas other than those necessary to support the levels of service identified in the Capital Improvement Element and for overriding health and safety reasons.
- Objective: By December 2014, the City shall identify areas in the Coastal High Hazard Area needing redevelopment, including eliminating unsafe conditions and inappropriate uses as opportunities arise.
- Objective: No future land use amendments shall be approved within the Coastal High Hazard Area which will increase the previously permitted density.

Edgewater

Exposed Critical Facilities

Facility Name	Facility Type	Flood Zone
None		

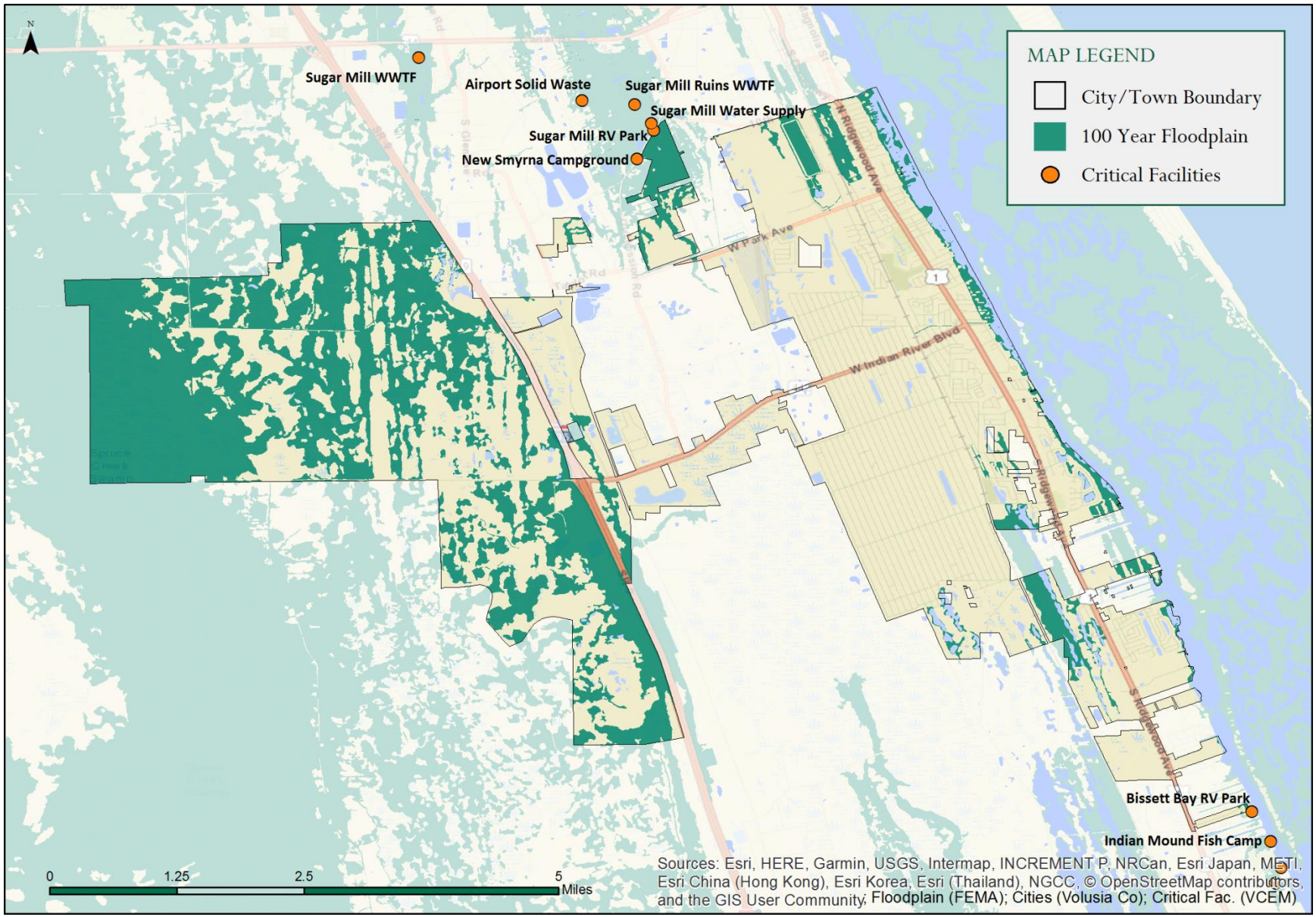
Floodplain Exposure Analysis

Percent of Parcels in the Floodplain	8.0%
Buildings in the Floodplain	644

Exposed Acreage: Residential Future Land Use	446
Exposed Acreage: Commercial Future Land Use	16
Exposed Acreage: Mixed Use Future Land Use	1,982
Exposed Acreage: Industrial Future Land Use	86
Exposed Acreage: PD Future Land Use	-
Exposed Acreage: Institutional Future Land Use	57

Total Exposure: Land Value	$131,100,527
Total Exposure: Building Value	$108,511,438
Total Exposure: Assessed Value	$244,402,829
Total Exposure: Taxable Value	$161,654,623

Jurisdiction Map: Critical Facilities within the 100-Year Floodplain



Holly Hill

Floodplain Management Goals and Objectives

Goal: Safeguard the public health, safety and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas.

- Objective: Minimize unnecessary disruption of commerce, access and public service during times of flooding
- Objective: require the use of appropriate construction practices in order to prevent or minimize future flood damage
- Objective: Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials and other development which may increase flood damage or erosion potential
- Objective: Manage the alteration of flood hazard areas, watercourses and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain
- Objective: Minimize damage to public and private facilities and utilities
- Objective: Help maintain a stable tax base by providing for the sound use and development of flood hazard areas
- Objective: Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events
- Objective: Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22

Holly Hill

Exposed Critical Facilities

Facility Name	Facility Type	Flood Zone
Amerigas Propane	HazMat Facility	AE
Level 3 Communication Tower	HazMat Facility	AE
Gorman Holly Hill	HazMat Facility	AE
Metra Electronics	HazMat Facility	AE
Commercial Chemical Products	HazMat Facility	AE
Product Quest MFG	HazMat Facility	A
Holly Hill Electric Substation	Utility	AE
Holly Hill Wastewater Facility	Waste Facility	AE
VCUD Wastewater Facility	Waste Facility	AE

Floodplain Exposure Analysis

Percent of Parcels in the Floodplain	51.0%
Buildings in the Floodplain	2,102

Exposed Acreage: Residential Future Land Use	450
Exposed Acreage: Commercial Future Land Use	24
Exposed Acreage: Mixed Use Future Land Use	0.3
Exposed Acreage: Industrial Future Land Use	142
Exposed Acreage: PD Future Land Use	-
Exposed Acreage: Institutional Future Land Use	10

Total Exposure: Land Value	$112,732,648
Total Exposure: Building Value	$315,339,218
Total Exposure: Assessed Value	$433,456,264
Total Exposure: Taxable Value	$342,878,826

Jurisdiction Map: Critical Facilities within the 100-Year Floodplain

Lake Helen

Floodplain Management Goals and Objectives

There are no additional goals to the countywide goals stated in the report.

Lake Helen

Exposed Critical Facilities

Facility Name	Facility Type	Flood Zone
None		

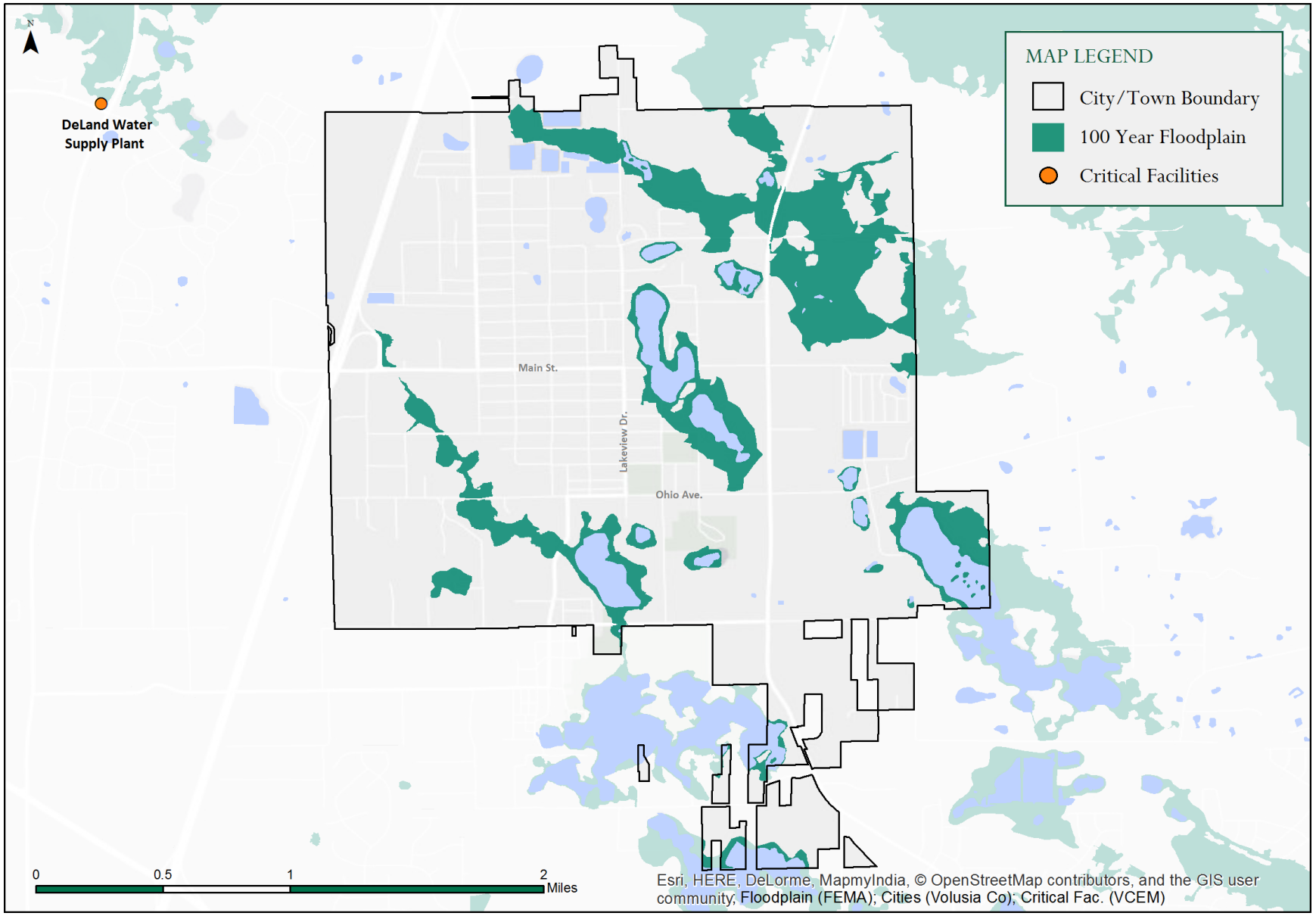
Floodplain Exposure Analysis

Percent of Parcels in the Floodplain	16.9%
Buildings in the Floodplain	140

Exposed Acreage: Residential Future Land Use	200
Exposed Acreage: Commercial Future Land Use	-
Exposed Acreage: Mixed Use Future Land Use	10
Exposed Acreage: Industrial Future Land Use	2
Exposed Acreage: PD Future Land Use	-
Exposed Acreage: Institutional Future Land Use	5

Total Exposure: Land Value	$14,937,971
Total Exposure: Building Value	$21,641,857
Total Exposure: Assessed Value	$38,079,497
Total Exposure: Taxable Value	$23,442,299

Jurisdiction Map: Critical Facilities within the 100-Year Floodplain



New Smyrna Beach

Floodplain Management Goals and Objectives

Goal: Promote the public health, safety and general welfare, and to minimize public and private losses due to flood conditions in specific areas.

- Objective: Maintain the City's Community Rating System Classification;
- Objective: Provide flood protection information to residents;
- Objective: Coordinate and implement small and/or large scale projects to help alleviate drainage and flood concerns;
- Objective: To protect human life, health and to eliminate or minimize property damage;
- Objective: require the use of appropriate construction practices in order to prevent or minimize future flood damage;
- Objective: Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials and other development which may increase flood damage or erosion potential;
- Objective: Manage the alteration of flood hazard areas, watercourses and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
- Objective: To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public;
- Objective: To minimize prolonged business interruptions;
- Objective: To minimize damage to public facilities and utilities, such as water and gas mains, electric, telephone and sewer lines, streets, bridges and culverts located in floodplains;
- Objective: To maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas;
- Objective: To endeavor that potential homebuyers are notified that property is in a flood hazard area;
- Objective: To help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blight areas.

Goal: Create programs to manage the surface water runoff

- Objective: Develop/maintain storm water management plan
- Objective: Develop alternative water supply on western city limits

New Smyrna Beach

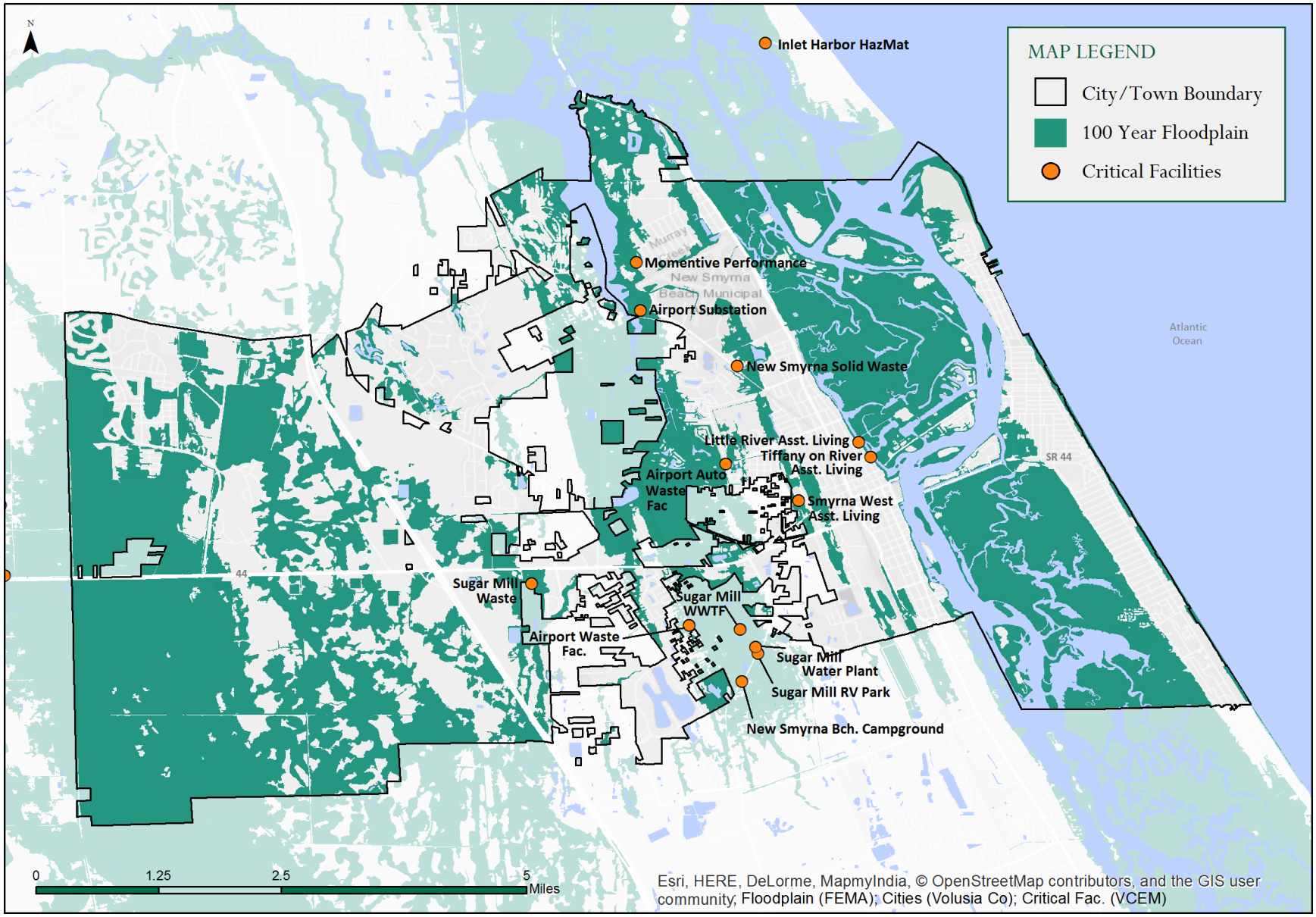
Exposed Critical Facilities

Facility Name	Facility Type	Flood Zone
Tiffany on River	Assisted Living	AE
Smyrna West	Assisted Living	AE
Fairgreen Assisted Living	Assisted Living	AE
Little River Manor	Assisted Living	AE
Airport Substation	HazMat Facility	AE
Momentive Performance Materials	HazMat Facility	AE
New Smyrna Beach Solid Waste	Waste Facility	AE

Floodplain Exposure Analysis

Percent of Parcels in the Floodplain	41.5%
Buildings in the Floodplain	3,618
Exposed Acreage: Residential Future Land Use	1,718
Exposed Acreage: Commercial Future Land Use	220
Exposed Acreage: Mixed Use Future Land Use	222
Exposed Acreage: Industrial Future Land Use	180
Exposed Acreage: PD Future Land Use	1,873
Exposed Acreage: Institutional Future Land Use	23
Total Exposure: Land Value	$926,691,147
Total Exposure: Building Value	$1,409,897,440
Total Exposure: Assessed Value	$2,402,551,188
Total Exposure: Taxable Value	$1,928,001,263

Jurisdiction Map: Critical Facilities within the 100-Year Floodplain



Oak Hill

Floodplain Management Goals and Objectives

There are no additional goals to the countywide goals stated in the report.

Oak Hill

Exposed Critical Facilities

Facility Name	Facility Type	Flood Zone
Castaway Lagoon	RV Park	AE
Jackson Hole Park	RV Park	AE
Lopez RV Park	RV Park	AE
Indian Mound Fish Camp	RV Park	AE
Mosquito Lagoon RV Park	RV Park	AE
Travis RV Park	RV Park	AE
Noel's Mobile Home Water Plant	Utility	AE
Riverwood Park Water Plant	Utility	AE

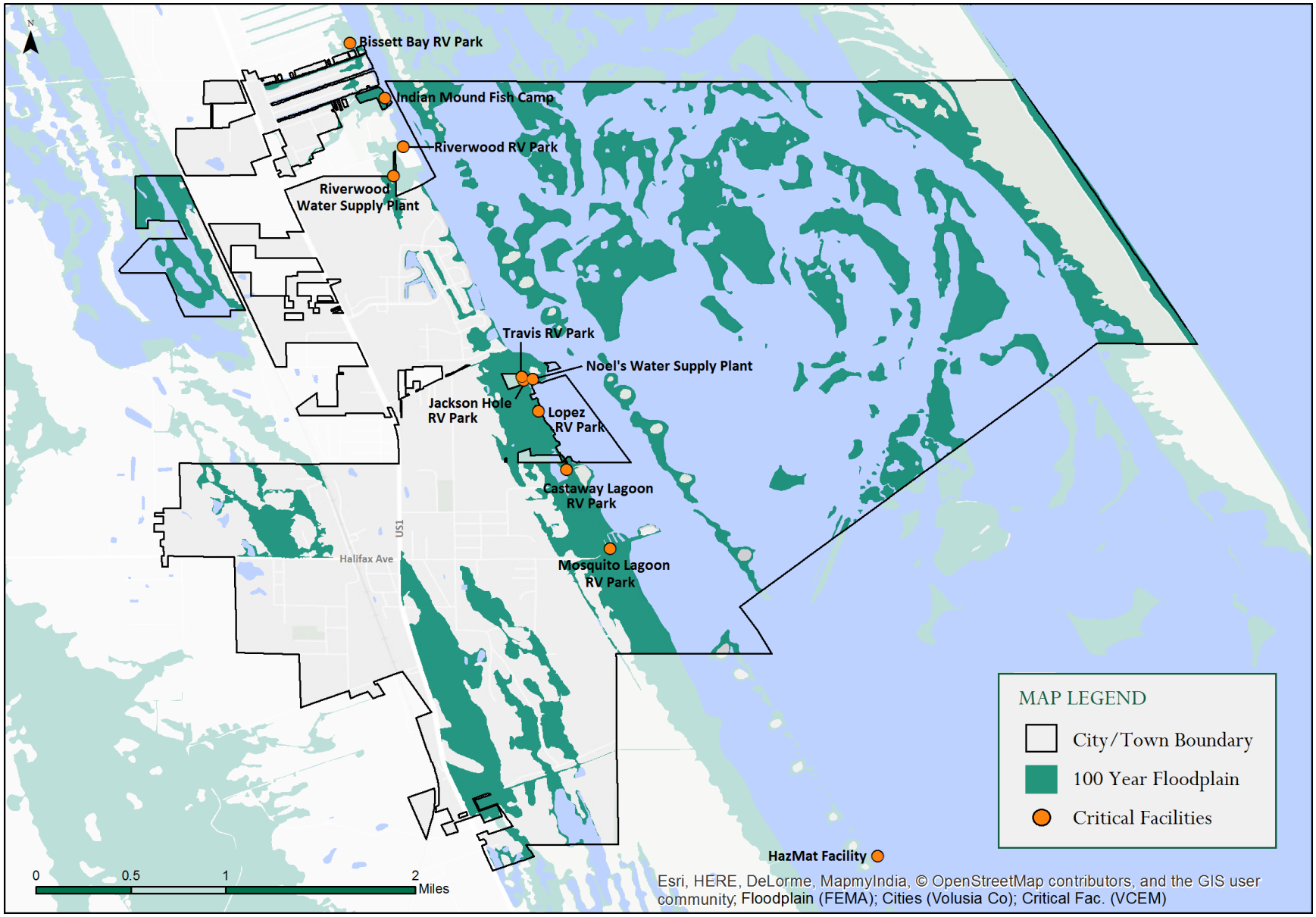
Floodplain Exposure Analysis

Percent of Parcels in the Floodplain	34.8%
Buildings in the Floodplain	399

Exposed Acreage: Residential Future Land Use	227
Exposed Acreage: Commercial Future Land Use	54
Exposed Acreage: Mixed Use Future Land Use	182
Exposed Acreage: Industrial Future Land Use	-
Exposed Acreage: PD Future Land Use	-
Exposed Acreage: Institutional Future Land Use	13

Total Exposure: Land Value	$67,278,856
Total Exposure: Building Value	$36,099,228
Total Exposure: Assessed Value	$106,502,626
Total Exposure: Taxable Value	$61,701,575

Jurisdiction Map: Critical Facilities within the 100-Year Floodplain



Orange City

Floodplain Management Goals and Objectives

There are no additional goals to the countywide goals stated in this report.

Orange City

Exposed Critical Facilities

Facility Name	Facility Type	Flood Zone
None		

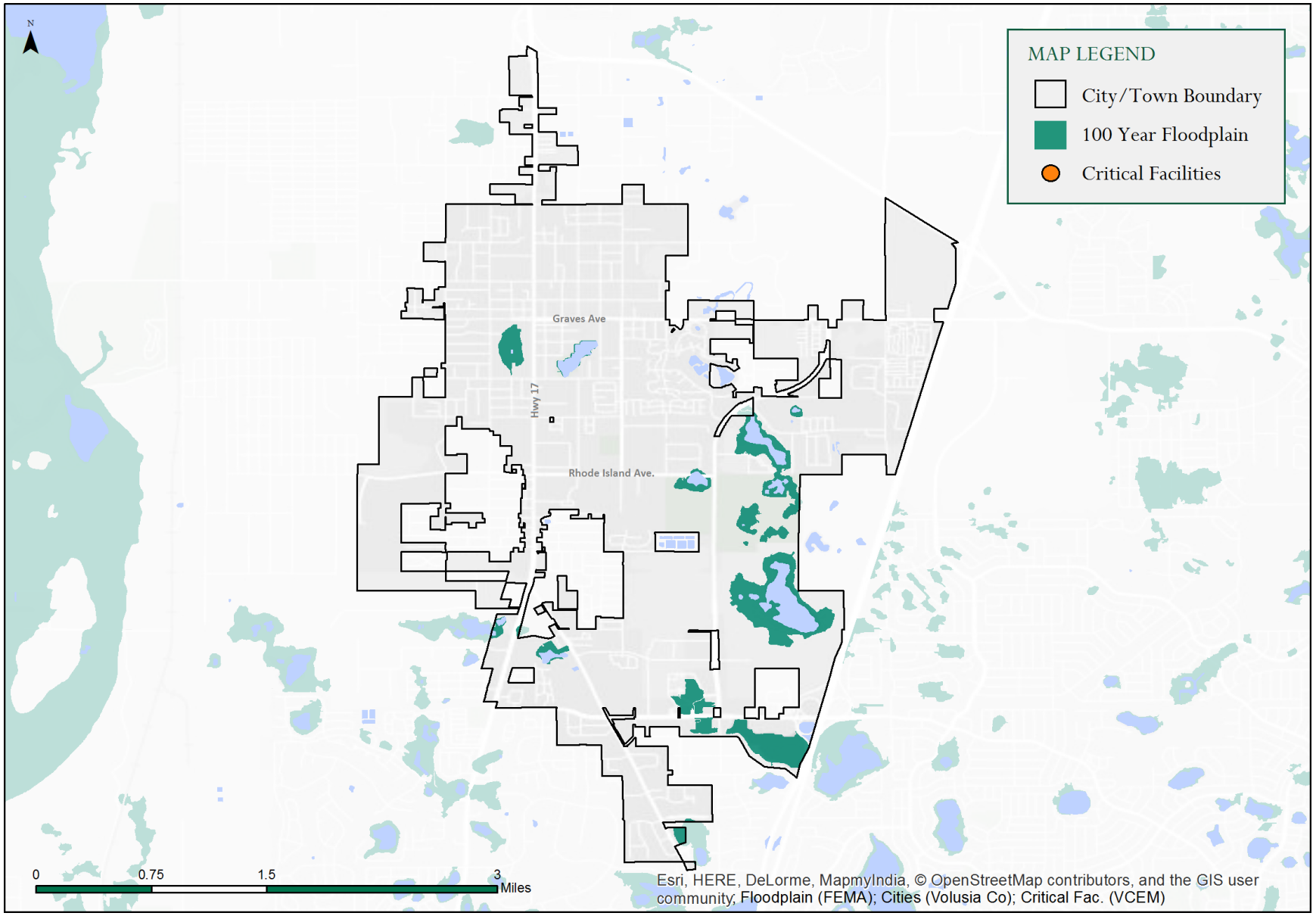
Floodplain Exposure Analysis

Percent of Parcels in the Floodplain	1.8%
Buildings in the Floodplain	33

Exposed Acreage: Residential Future Land Use	6
Exposed Acreage: Commercial Future Land Use	25
Exposed Acreage: Mixed Use Future Land Use	49
Exposed Acreage: Industrial Future Land Use	0.6
Exposed Acreage: PD Future Land Use	-
Exposed Acreage: Institutional Future Land Use	38

Total Exposure: Land Value	$27,650,938
Total Exposure: Building Value	$85,525,073
Total Exposure: Assessed Value	$116,356,750
Total Exposure: Taxable Value	$80,042,861

Jurisdiction Map: Critical Facilities within the 100-Year Floodplain



Ormond Beach

Floodplain Management Goals and Objectives

Goal: Promote the public health, safety and general welfare, and to minimize public and private losses due to flooding through the regulation of development in flood hazard areas.

- Objective: Protect human life and health;
- Objective: Minimize or eliminate property damage;
- Objective: Minimize the need for future expenditure of public money for costly flood control projects and response to and recovery from flood events;
- Objective: Minimize unnecessary disruption of commerce, access and public service during times of flooding; Objective: Minimize damage to public and private facilities and utilities located in areas of special flood hazard;
- Objective: Help maintain a stable tax base by providing for the sound use and development of flood hazard area;
- Objective: Ensure that potential buyers are notified that property is in an area of special flood hazard;
- Objective: Require the use of appropriate construction practices in order to prevent or minimize future flood damage; and
- Objective: Manage the alteration of flood hazard areas, watercourses, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain.

Ormond Beach

Exposed Critical Facilities

Facility Name	Facility Type	Flood Zone
Seasons by Riviera	Assisted Living	AE
Southland Suites	Assisted Living	AE
Evergreen Assisted Living Facility	Assisted Living	A
Horizon Assisted Living Facility	Assisted Living	AH
Brookdale Ormond Beach West	Assisted Living	AE
CEMEX Ready Mix Plant	HazMat Facility	AE
Florida Power & Light Substation	HazMat Facility	A
Ormond Beach Fleet Operations	HazMat Facility	AE
Coquina Center	Medical	AE
Fleming Electric Substation	Utility	A
Ormond Electric Substation	Utility	AE
Ormond Solid Waste Transfer Facility	Waste Facility	AE
Daprile Property Solid Waste	Waste Facility	A
CEMEX Construct Materials Facility	Waste Facility	AE
Wastewater Treatment Plant	Waste Facility	AE

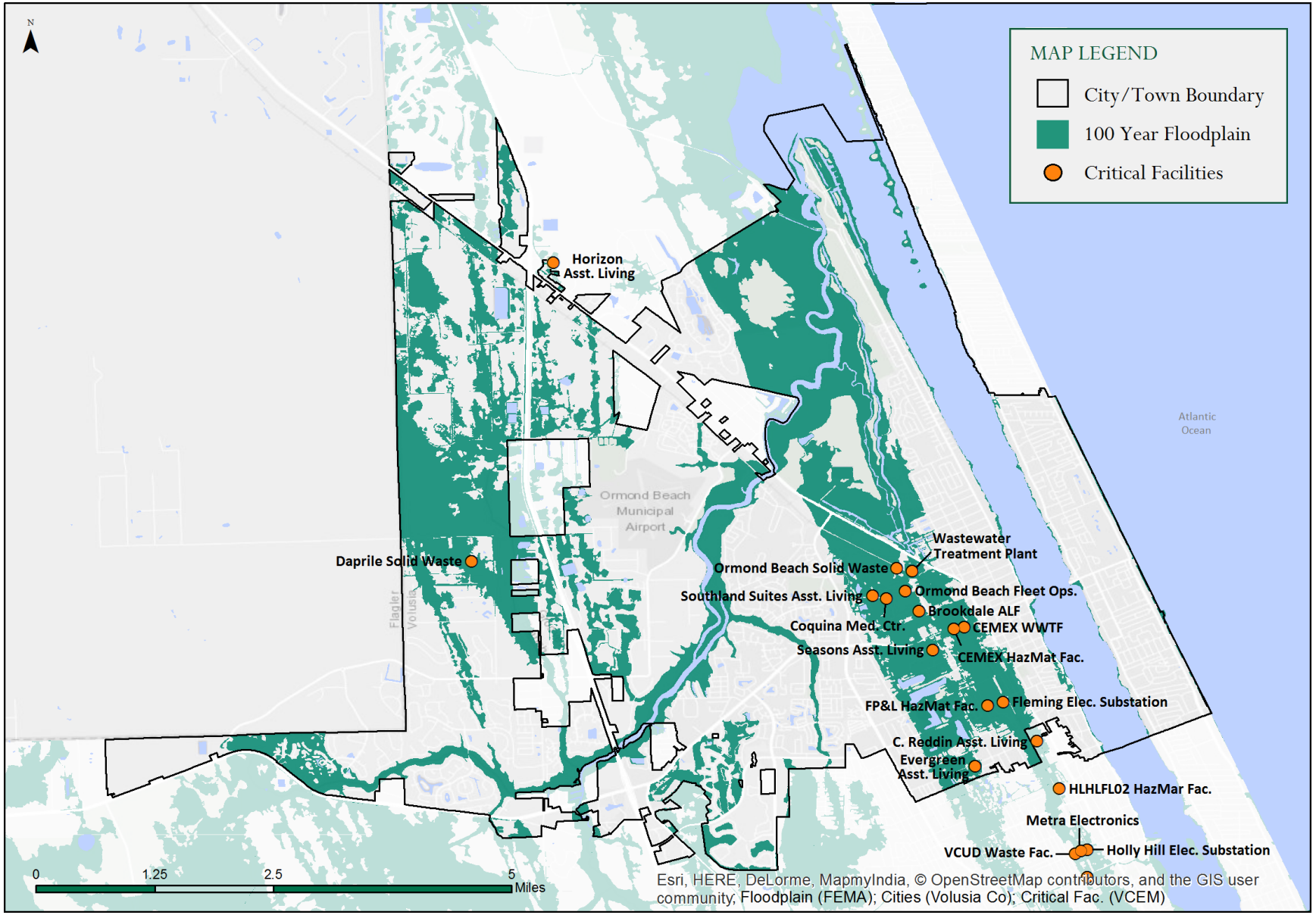
Floodplain Exposure Analysis

Percent of Parcels in the Floodplain	22.9%
Buildings in the Floodplain	3,235

Exposed Acreage: Residential Future Land Use	1,951
Exposed Acreage: Commercial Future Land Use	391
Exposed Acreage: Mixed Use Future Land Use	1,593
Exposed Acreage: Industrial Future Land Use	154
Exposed Acreage: PD Future Land Use	-
Exposed Acreage: Institutional Future Land Use	71

Total Exposure: Land Value	$576,874,554
Total Exposure: Building Value	$853,502,766
Total Exposure: Assessed Value	$1,558,730,380
Total Exposure: Taxable Value	$1,243,135,285

Jurisdiction Map: Critical Facilities within the 100-Year Floodplain



Pierson

Floodplain Management Goals and Objectives

There are no additional goals to the countywide goals stated in the report.

Pierson

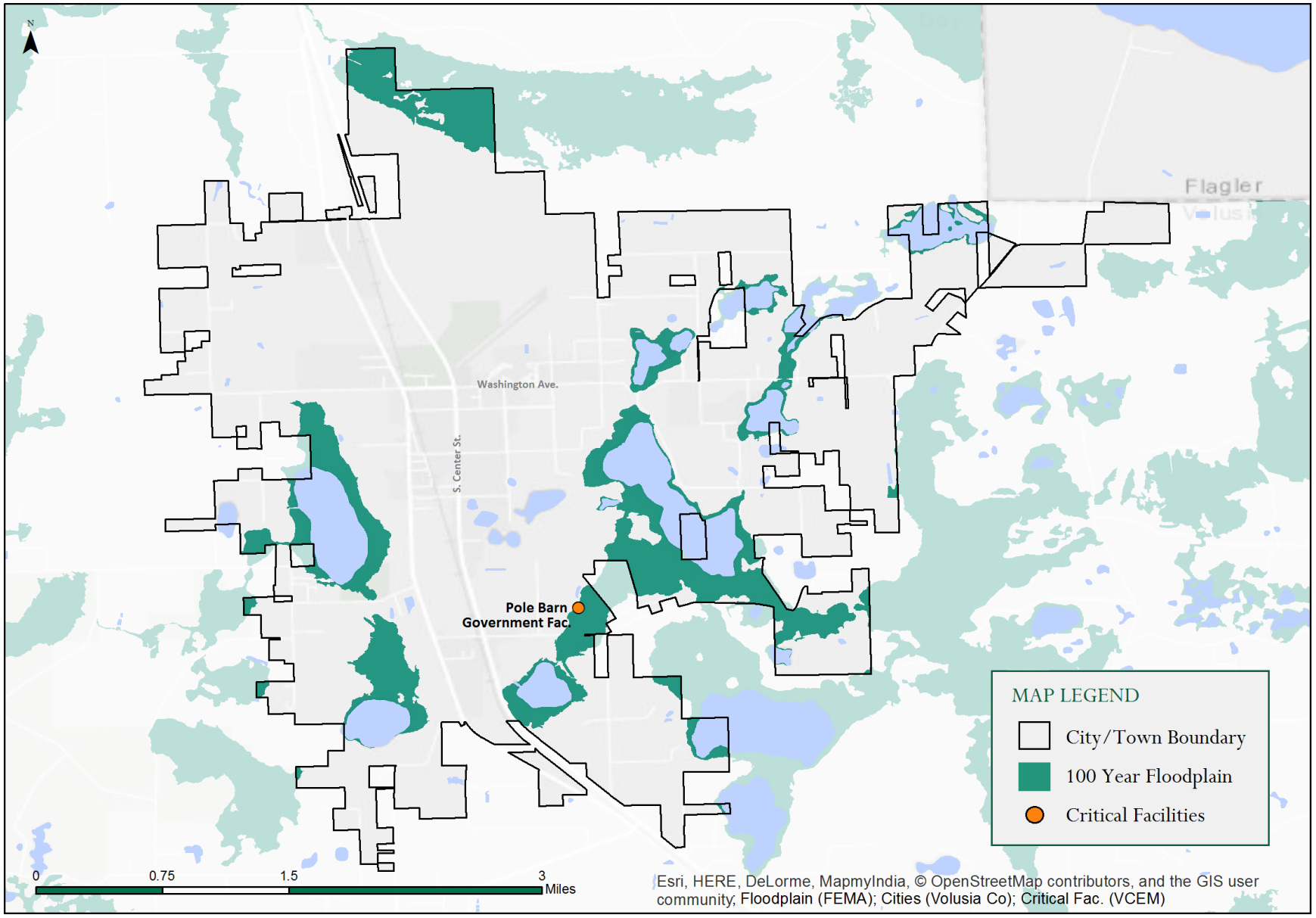
Exposed Critical Facilities

Facility Name	Facility Type	Flood Zone
Pole Barn State Facility	Government	A

Floodplain Exposure Analysis

Percent of Parcels in the Floodplain	13.0%
Buildings in the Floodplain	70
Exposed Acreage: Residential Future Land Use	5
Exposed Acreage: Commercial Future Land Use	-
Exposed Acreage: Mixed Use Future Land Use	-
Exposed Acreage: Industrial Future Land Use	-
Exposed Acreage: PD Future Land Use	-
Exposed Acreage: Institutional Future Land Use	-
Total Exposure: Land Value	$7,777,178
Total Exposure: Building Value	$8,429,260
Total Exposure: Assessed Value	$16,874,499
Total Exposure: Taxable Value	$9,865,908

Jurisdiction Map: Critical Facilities within the 100-Year Floodplain



Ponce Inlet

Floodplain Management Goals and Objectives

Goal: Conserve, protect, and restore coastal natural resources in order to maintain and enhance native habitats, floral and faunal species diversity, water quality, and natural surface water characteristics: and preserve and expand opportunities for the general public to access, use and enjoy the ocean beaches, the Halifax River, and other natural resource areas with passive and active recreational potential.

- Objective: Ensure the long-term protection, restoration and enhancement of the natural upland and wetland habitats of the coastal area, particularly areas identified as critical habitat for threatened and endangered species and species of special concern, through cooperation and coordination with federal, state and regional agencies, as well as Volusia County and adjoining coastal municipalities.
- Objective: Protect, conserve and enhance coastal resource wetlands, wildlife habitat and living marine resources by continued implementation of the LUDC's development regulations.
- Objective: The town shall permit the use of limited shoreline land areas based on type of water-dependent use, adjacent land use, water quality, impact on critical habitat and coastal resources and in accordance with the priorities for shoreline uses set forth in Policy 1.3.1.
- Objective: The town shall develop strategies to lessen the impact of a destructive storm on human life, property, public facilities and natural resources.
- Objective: Population concentrations shall be directed away from the Coastal High Hazard Area* (CHHA).
- Objective: Public facilities shall be prohibited that will encourage new development inside the CHHA, unless the facilities are consistent with policies specifically identified in this Comprehensive Plan.
- Objective: Prior to the development of public facilities in the CHHA, it shall be determined that there are no other feasible sites outside said area.
- Objective: If constructed, all public facilities in the CHHA shall be flood-proofed to ensure minimum damages from storms and hurricanes.
- Objective: The town shall regulate development that could impact natural dune systems by requiring developments to provide a plan that addresses that avoids disturbance to dunes if possible, and provides dune protection and stabilization measures, flood-proofing of utilities and requirements for structural wind resistance and floodplain management; Policy 1.4.6 - All development in the Hurricane Vulnerability Zone (HVZ) shall be consistent with the federal flood hazard requirements; Policy 1.4.7 - The town shall continue to participate in the National Flood Insurance Program (NFIP); Policy 1.4.8 - Any reconstruction or repair of the infrastructure necessitating state funds shall be designed to minimize potential damage (i.e., wind and/or flooding) from hurricanes or other storms; Policy 1.4.9 - The town, in accordance with Federal Emergency Management Agency requirements, shall adopt and implement a mitigation plan to reduce damage in areas of repetitive loss due to flooding; Policy 1.4.10 - The town shall continue to participation in the county's Emergency Management Service's "Local Mitigation Strategy" (LMS), as necessary and appropriate, through capital improvements programming and land development regulations in order to establish a continuing program of hurricane mitigation. The LMS is a result of a county-wide multi-jurisdictional program called Volusia 2020.
- Objective: In conjunction with Port Orange, Volusia County and Daytona Beach Shores, the town shall ensure that it maintains hurricane evacuation times at no more than 16 hours from the time of the first official order to evacuate during a Category 5 storm event as measured on the Saffir-Simpson scale prior to the consideration of any proposals to amend a Future Land Use designation that has the effect of increasing residential density in the community.

Goal: Protect, enhance, and restore the natural function of the beach and dune system.

- Objective: The town will continue to administer and enforce its comprehensive dune management program for the purpose of preserving and enhancing the existing dunes and stabilizing vegetation.
- Objective: The town shall coordinate with the East Central Florida Regional Planning Council, Volusia County and other coastal cities, as appropriate, in continually evaluating the long-term problems related to post-disaster redevelopment.

Ponce Inlet

Exposed Critical Facilities

Facility Name	Facility Type	Flood Zone
Inlet Harbor Restaurant/Marina	HazMat Facility	AE

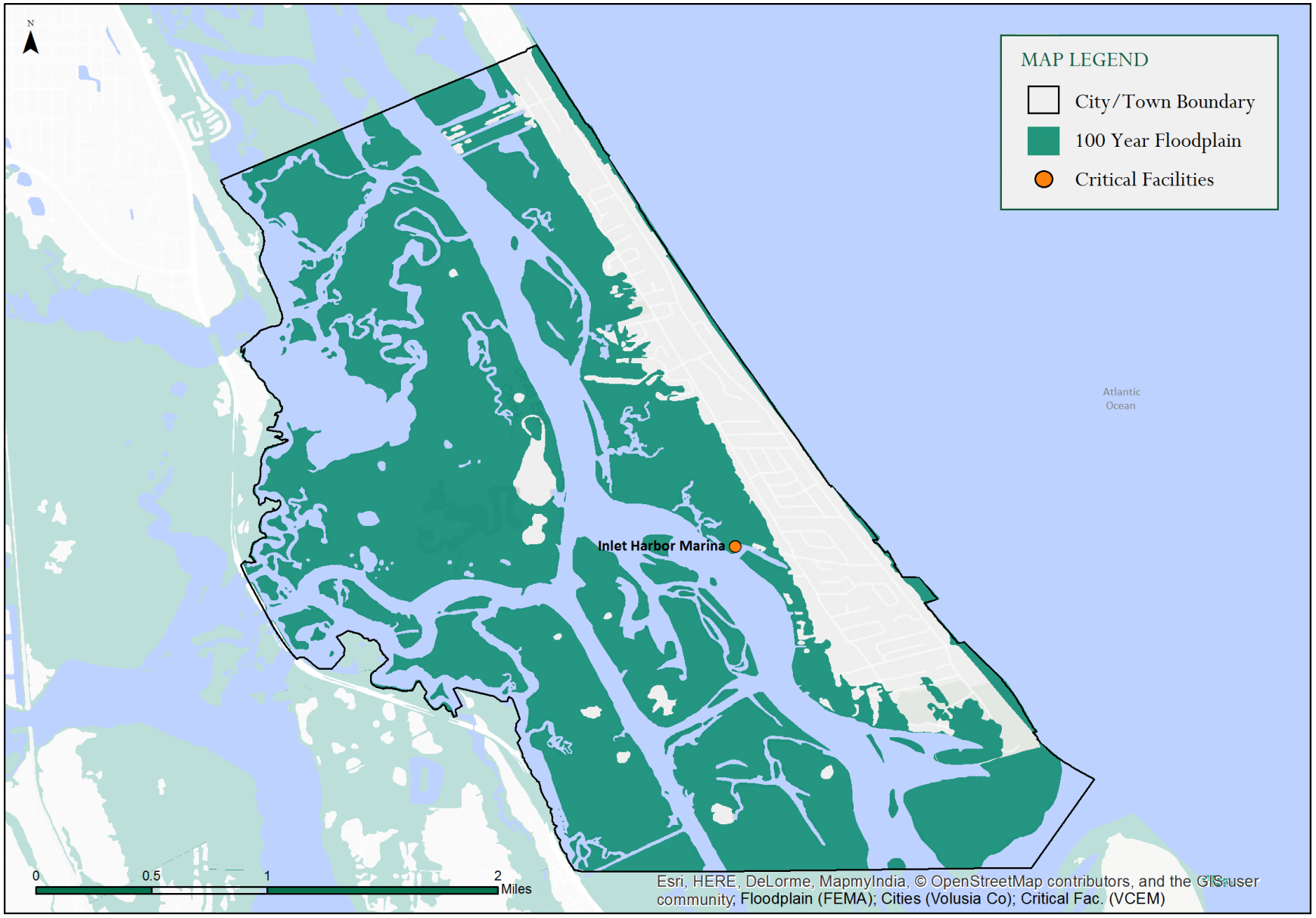
Floodplain Exposure Analysis

Percent of Parcels in the Floodplain	53.5%
Buildings in the Floodplain	328

Exposed Acreage: Residential Future Land Use	112
Exposed Acreage: Commercial Future Land Use	20
Exposed Acreage: Mixed Use Future Land Use	-
Exposed Acreage: Industrial Future Land Use	-
Exposed Acreage: PD Future Land Use	-
Exposed Acreage: Institutional Future Land Use	40

Total Exposure: Land Value	$268,287,790
Total Exposure: Building Value	$377,696,350
Total Exposure: Assessed Value	$652,777,628
Total Exposure: Taxable Value	$538,859,301

Jurisdiction Map: Critical Facilities within the 100-Year Floodplain



Port Orange

Floodplain Management Goals and Objectives

Goal: Provide an efficient and effective drainage and storm water management system which, to the maximum extent practical, protects persons and property from flooding, prevents negative impacts to the groundwater aquifer, and safeguards surface waters against erosion and degradation of quality.

- Objective*:* To provide a storm water management level-of-service that will eliminate existing local flooding during the 25-year, 24-hour storm, and require all new development to provide storm water management facilities based on a 25-year, 24-hour storm event; *Policy:* Continue to utilize the Port Orange Master Drainage Plan, which establishes high water elevations, addresses existing deficiencies, and coordinates the construction of new facilities; *Policy:* Utilize the full carrying capacity of the existing culverts and ditches. The City will perform annual inspections of system elements to ascertain whether ditches have been maintained and culverts cleaned; *Policy:* Review on a yearly basis the priorities for replacement, correction of facility deficiencies, and provision of future drainage facility needs. These priorities will be based on those facilities that: 1) have failed or have a high probability of failure; and 2) will meet future capacity needs. The City shall establish a construction schedule for identified improvements in order to meet the future needs of flood control and storm water management.

Goal: Lessen the impact of a destructive storm on human life, property, public facilities and natural resources.

- Objective*:* To utilize land development regulations that minimizes danger to life and property; *Policy:* If constructed, all public facilities in the Coastal High Hazard Area, where necessary and appropriate, shall be flood-proof to ensure minimum damages from storms and hurricanes; *Policy:* City utility infrastructure shall be designed to withstand floods and wind damage associated with major storms and hurricanes. Furthermore, the City shall require, where necessary and appropriate, that electric, telephone, television cable, and other private utility infrastructure be designed to withstand flood and storm damage; *Policy:* Incorporate the recommendations of the Comprehensive Emergency Management Plan and the Local Mitigation Strategy (LMS), and other relevant interagency reports and agreements into the Comprehensive Plan and Land Development Code, as appropriate; *Policy:* Continue to participate in the county-wide Local Mitigation Strategy (LMS) program and implement the LMS, as necessary and appropriate, through capital improvements programming; *Policy:* Continue to participate in the National Flood Insurance Program (NFIP); *Policy:* Continue to pursue the improvement of Port Orange's insurance rating under the NFIP Community Rating System (CRS).

Goal: Conserve, protect, manage, restore, and enhance the City's air, water, and soil resources in order to maintain a living environment that supports a healthy population and does not cause illness.

- Objective*:* To protect, enhance and improve the ambient water quality of surface waters within the City; *Policy:* On-site waste treatment system facilities and drain fields shall not be located within 75 feet of the 100-year floodplain; within 75 feet of an upland/wetland interface; or within 120 feet of the mean high water mark of any surface water body, whichever is greater. On-site waste treatment systems should be located as far inland from a water body or wetland as possible.

Goal: Conserve, protect, manage, restore, and enhance the functional, aesthetic, and qualitative value of the natural environment for the benefit of present and future generations.

- Objective*:* To protect the natural function of the 100-year floodplains of Spruce Creek, the Halifax River, and their tributaries. In accordance with the provisions of the Comprehensive Plan, the City shall enforce development regulations, to maintain the capability of floodplains to carry, store and filter flood waters; *Policy:* Continue the use of the Conservation land use designation, as well as the Floodplain-Conservation (F-C) Zoning District, to protect the natural functions of floodplains and shorelines; *Policy:* Floodplains whose functional values have been degraded or destroyed through human intervention should be restored, if possible, through the public acquisition of historic floodplain lands. Various state, regional, and local acquisition programs shall be used for this purpose; *Policy:* No fill will be allowed in the Floodplain-Conservation (F-C) Zoning District that will decrease the flood carrying capacity of the riverine floodplain; *Policy:* No fill will be allowed in isolated floodplain pockets that will decrease the flood storage capacity of depressional wetlands; *Policy:* If any filling of land occurs during site design such that the volume of floodplain storage would be reduced, an equal volume of soil shall be excavated within the same floodplain to provide compensatory storage; *Policy:* Ensure that fill material or other structures do not adversely obstruct the natural movement of floodwater overland sheet flow or pose a threat to the public health, safety, and welfare; *Policy:* Encourage the development of a strict floodplain management program by state, regional, and local governments designed to preserve hydrologically significant wetlands and other natural floodplain features.

Port Orange

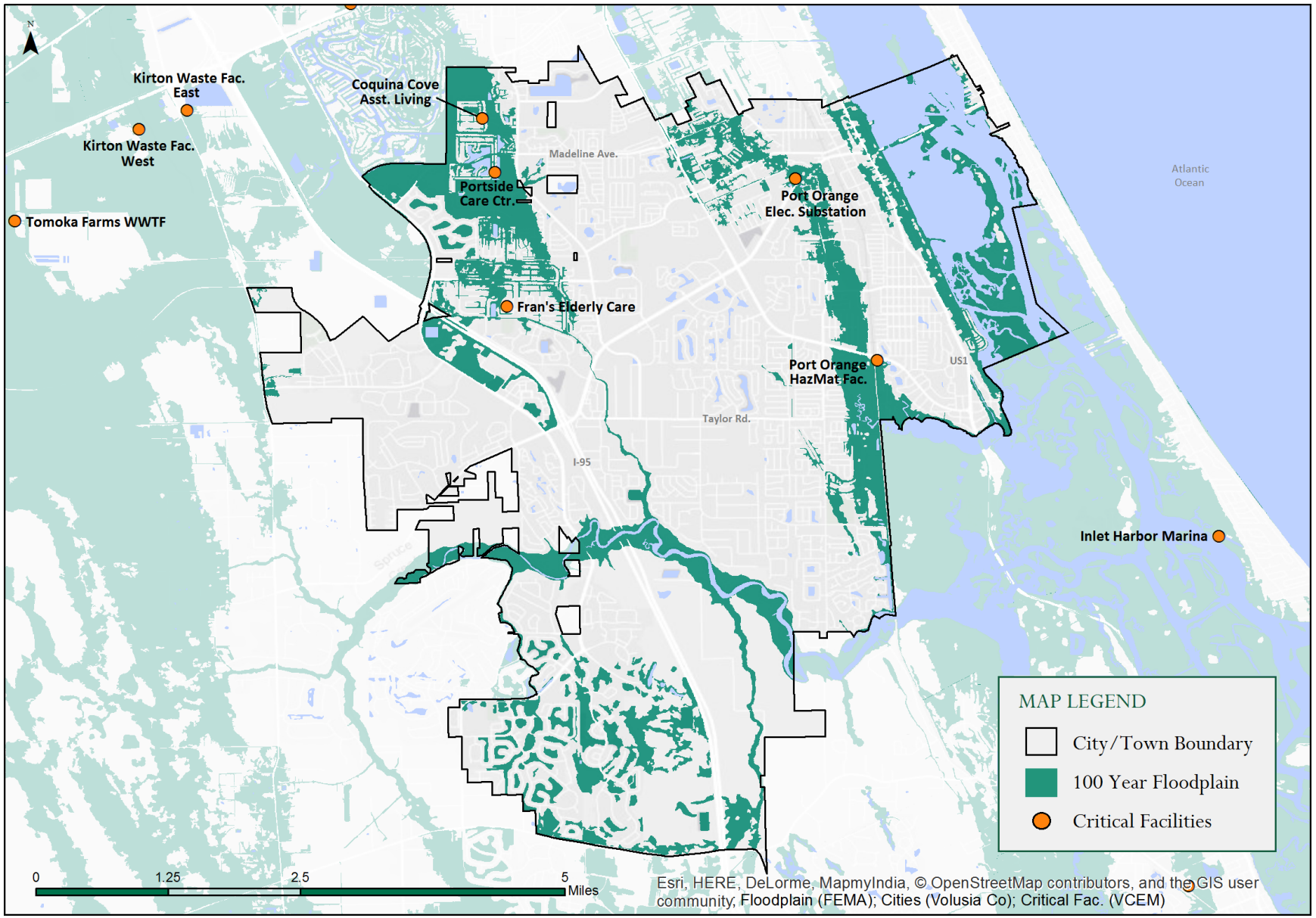
Exposed Critical Facilities

Facility Name	Facility Type	Flood Zone
Coquina Grove	Assisted Living	AE
Fran's Elderly Care	Assisted Living	AE
Portside Care Center	Assisted Living	AE
Port Orange HazMat Facility	HazMat Facility	AE
Port Orange Electric Substation	Utility	AE

Floodplain Exposure Analysis

Percent of Parcels in the Floodplain	21.4%
Buildings in the Floodplain	4,496
Exposed Acreage: Residential Future Land Use	1,756
Exposed Acreage: Commercial Future Land Use	154
Exposed Acreage: Mixed Use Future Land Use	87
Exposed Acreage: Industrial Future Land Use	116
Exposed Acreage: PD Future Land Use	159
Exposed Acreage: Institutional Future Land Use	254
Total Exposure: Land Value	$323,141,861
Total Exposure: Building Value	$745,005,376
Total Exposure: Assessed Value	$1,099,399,477
Total Exposure: Taxable Value	$808,861,362

Jurisdiction Map: Critical Facilities within the 100-Year Floodplain



South Daytona

Floodplain Management Goals and Objectives

Goal: To protect human life and health through preparedness of emergency response teams from the Fire, Police and Public Works Departments;

Goal: Provide leadership in protecting residential properties and businesses from the impacts of floods by coordinating historical data with updated storm water management studies to identify possible flooding concerns;

Goal: To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public with proper planning and cost effective storm water improvements;

Goal: To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains through hardening facilities and Public Works Department preparedness;

Goal: To help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blighted areas;

Goal: Provide advice and assistance to property owners by the Floodplain Manager and Chief Building Official, concerning the protection of their properties from flooding;

Goal: Maintain a Public awareness program that informs all property owners in the flood zones that they are located in a flood zone through mail-outs and web-site postings;

Goal: Maintain an aggressive grant program to identify and obtain funding for both pre and post disaster mitigation projects through the Community Development and the Ridgewood Corridor Re-Development Departments, and;

Goal: Create programs to manage the surface water runoff through maintaining an updated storm water management plan through the Public Works Department in conjunction with the Floodplain Manager and Chief Building Official.

South Daytona

Exposed Critical Facilities

Facility Name	Facility Type	Flood Zone
South Daytona Christian Church	Shelter	A

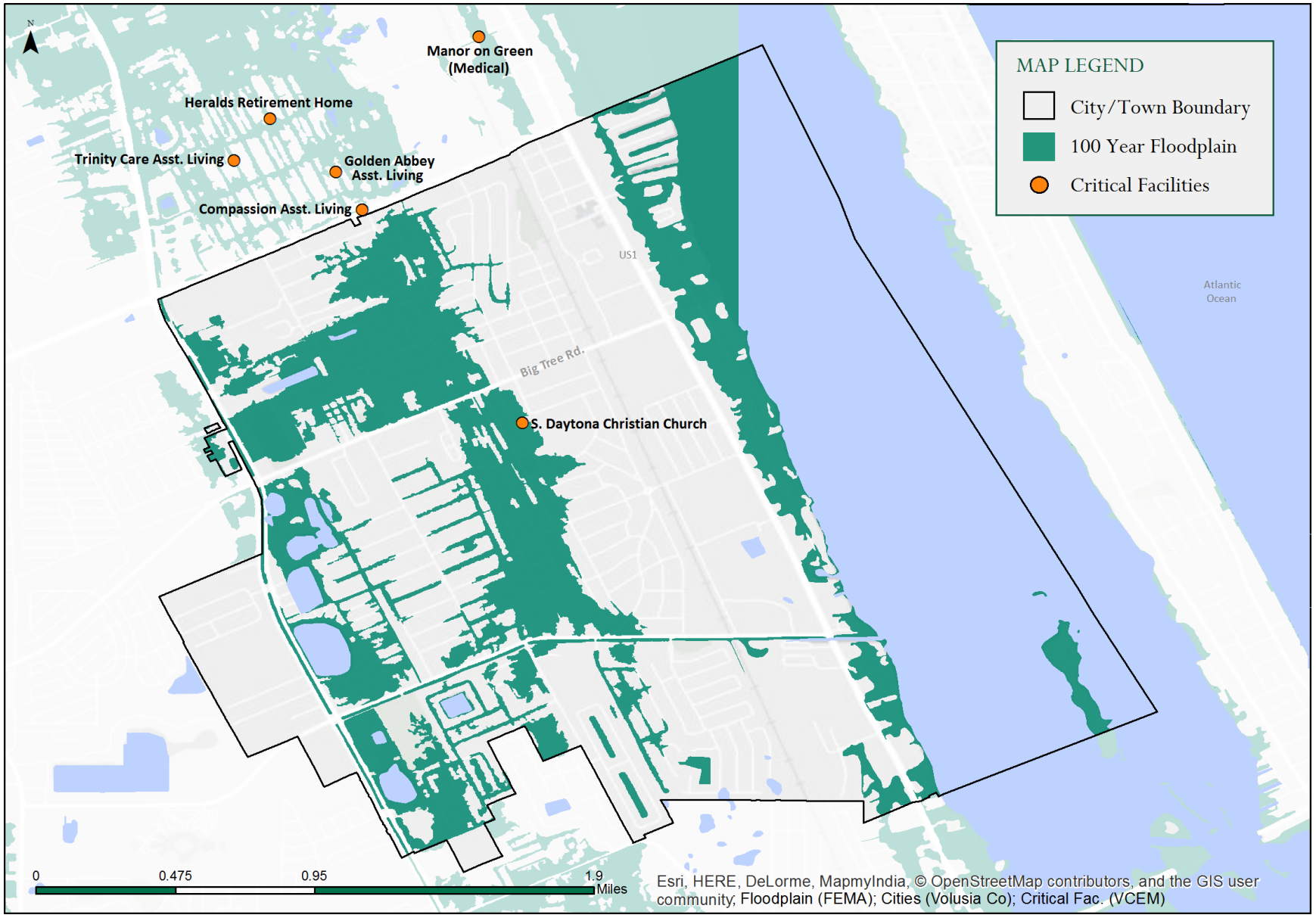
Floodplain Exposure Analysis

Percent of Parcels in the Floodplain	46.5%
Buildings in the Floodplain	2,262

Exposed Acreage: Residential Future Land Use	379
Exposed Acreage: Commercial Future Land Use	26
Exposed Acreage: Mixed Use Future Land Use	52
Exposed Acreage: Industrial Future Land Use	38
Exposed Acreage: PD Future Land Use	-
Exposed Acreage: Institutional Future Land Use	21

Total Exposure: Land Value	$135,742,067
Total Exposure: Building Value	$304,715,096
Total Exposure: Assessed Value	$452,465,156
Total Exposure: Taxable Value	$324,926,657

Jurisdiction Map: Critical Facilities within the 100-Year Floodplain



Unincorporated

Floodplain Management Goals and Objectives

Goal: Prevent new development in the floodplain from increasing runoff and resulting increases in flood volumes in the floodplain. Achieved through Volusia County Floodplain Development Ordinance, building permitting process and storm water management plans are on-going.

Goal: Develop a public awareness program that informs all property owners in the flood zones that they are located in a flood zone. Complete. Brochure is mailed annually to all 5,000 residents in the floodplain.

Goal: Provide advice and assistance to property owners concerning the protection of their properties from flooding, local drainage and sewer back-up problems. Information available and provided to property owners by Growth & Resource Management, Library, Public Presentations, Mail-outs – on-going.

Goal: Continue flood hazard mitigation program to identify and obtain funding for both pre-and-post disaster residential mitigation projects. Identify cost-beneficial residential units for various flood mitigation grants; Community Services shuttering program – ongoing.

Goal: Prioritize capital projects that will mitigate flood impacts in those areas of the County that have experienced significant flooding problems. Stormwater drainage programs – on-going.

Goal: Utilize "Volusia Prepares" Local Mitigation Strategy to guide and assist the County in establishing priorities for flood hazard mitigation projects. LMS Steering Committee meets quarterly to review mitigation initiatives and identify potential funding sources – on-going.

Goal: Review the locations and effects on areas that experience flooding and determine what steps, if any, the County can take to alleviate future impacts. Stormwater conducts inspections of flood prone areas to determine best mitigation activities – on-going.

Goal: Develop Floodplain Management Plans for participating CRS municipalities in Volusia County (and others as desired). Complete. Plan is in the adoption phase by all 16 municipalities and unincorporated Volusia County.

Unincorporated

Exposed Critical Facilities

Facility Name	Facility Type	Flood Zone
Coe Field	Airport	A
Cross Creek Farms Stolport	Airport	A
Correan Reddin	Assisted Living	A
Driveway Maintenance Facility	HazMat Facility	AE
Samsula HazMat Facility 812949	HazMat Facility	A
Florida Public Utilities Operation Center	HazMat Facility	AE
Southwest Livestock Barn/Pavilion	Government	A
Volusia County Fairgrounds	Government	A
Tomoka Work Camp	Jail	A
Cypress Point Resort	RV Park	A
New Smyrna Beach Campground	RV Park	A
Lake Beresford RV Park	RV Park	AE
Stoughton's Pine Island Campground	RV Park	AE
Pine Island Campground and Marina	RV Park	AE
Sugar Mill Ruins RV Park	RV Park	AE
Cypress Point Golf Club	RV Park	A
Riverwood Park Campground	RV Park	AE
Bissett Bay RV Park	RV Park	AE
Tropical Resort & Marina	RV Park	AE
Haven Recovery Center Utility	Utility	A
Mike's Corner Utility	Utility	A
Sugar Mill Ruins Utility	Utility	AE
Osteen C&D	Waste Facility	A
Kirton Self C&D West	Waste Facility	A
La Iglesia Del Senior	Waste Facility	A
Franklin Gregg Property	Waste Facility	A
Kirton C&D Landfill East	Waste Facility	A
Airport Used Parts Salvage Yard	Waste Facility	AE
Blair's Jungle Den	Waste Facility	AE
St. Johns River Club Condo WWTP	Waste Facility	AE
Sugar Mill Ruins WWTP	Waste Facility	AE
Samsula Academy WWTP	Waste Facility	A
Kove Estates Facility	Waste Facility	A
Hontoon Island Park Facility	Waste Facility	AE
Holly Bluff Marina	Waste Facility	AE
Pine Island WWTP	Waste Facility	AE
Sugar Mill Mobile Home Park WWTP	Waste Facility	A
New Hope Villas WWTP	Waste Facility	A
Pine Island STP	Waste Facility	AE
Tomoka Farms Landfills (2)	Waste Facility	A

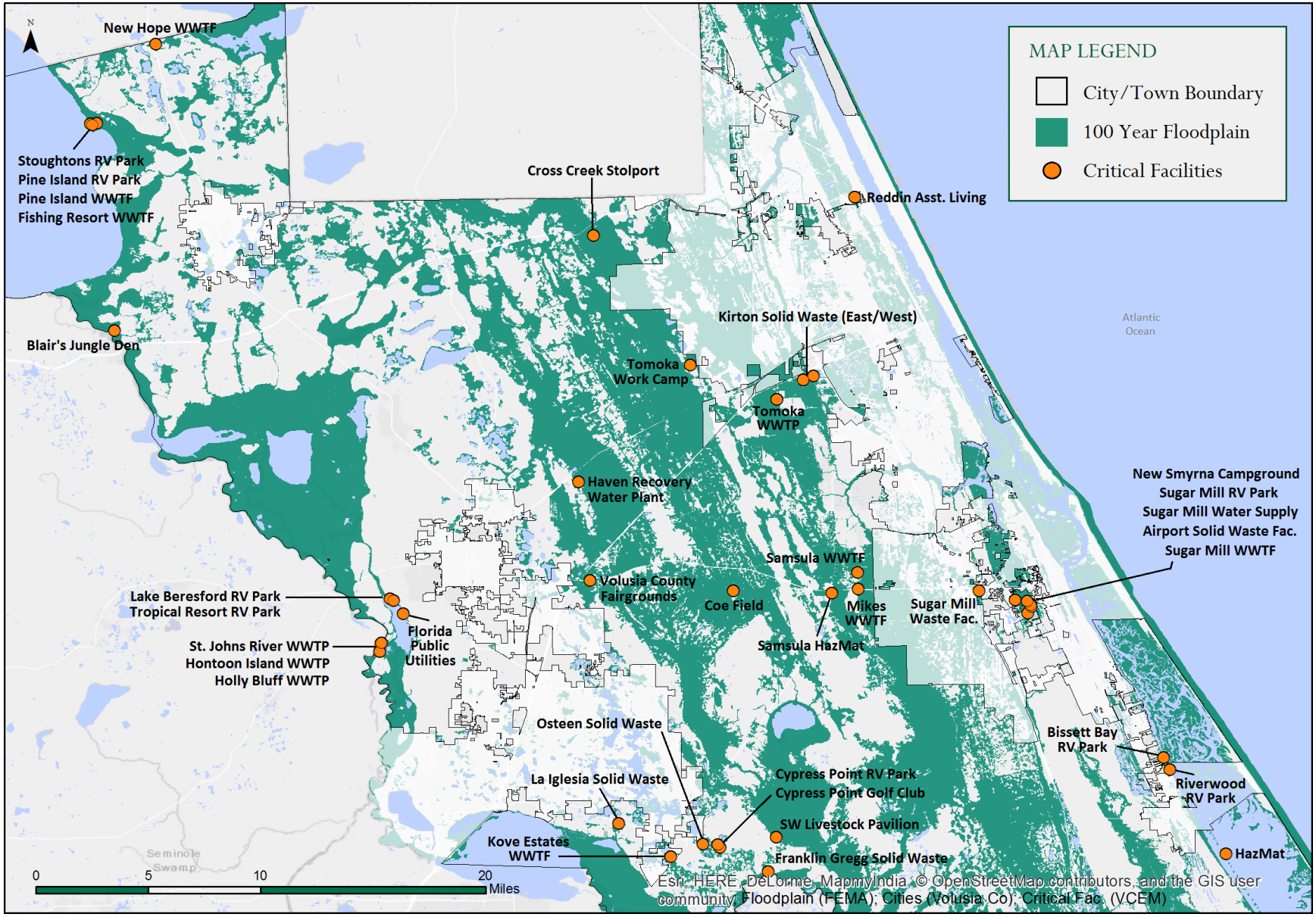
Floodplain Exposure Analysis

Percent of Parcels in the Floodplain	38.3%
Buildings in the Floodplain	10,229

Exposed Acreage: Residential Future Land Use	12,809
Exposed Acreage: Commercial Future Land Use	138
Exposed Acreage: Mixed Use Future Land Use	72
Exposed Acreage: Industrial Future Land Use	227
Exposed Acreage: PD Future Land Use	-
Exposed Acreage: Institutional Future Land Use	3,180

Total Exposure: Land Value	$2,172,644,221
Total Exposure: Building Value	$2,111,056,027
Total Exposure: Assessed Value	$4,399,426,257
Total Exposure: Taxable Value	$2,737,889,450

Jurisdiction Map: Critical Facilities within the 100-Year Floodplain *(Map only depicts vulnerable critical facilities in unincorporated areas)*



Appendix B
Public Survey

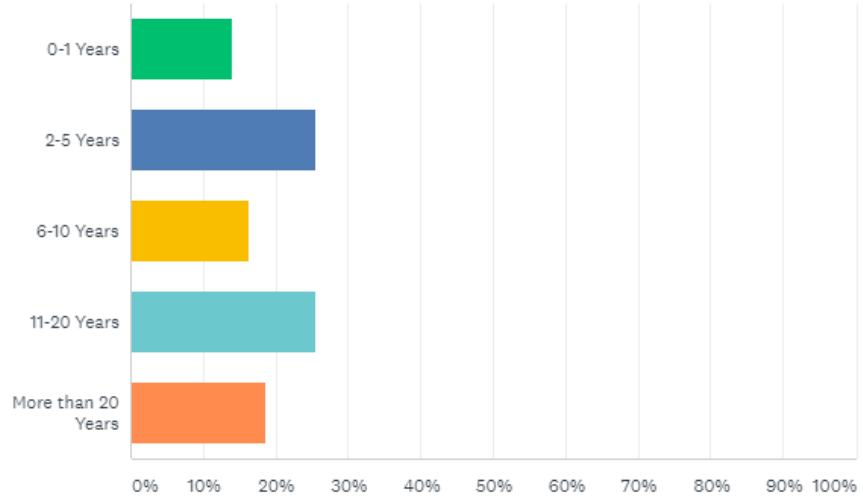
The following statistics were compiled for each of the questions on the Public Survey:

Q1

Customize Export

How long have you lived in your current residence?

Answered: 43 Skipped: 0



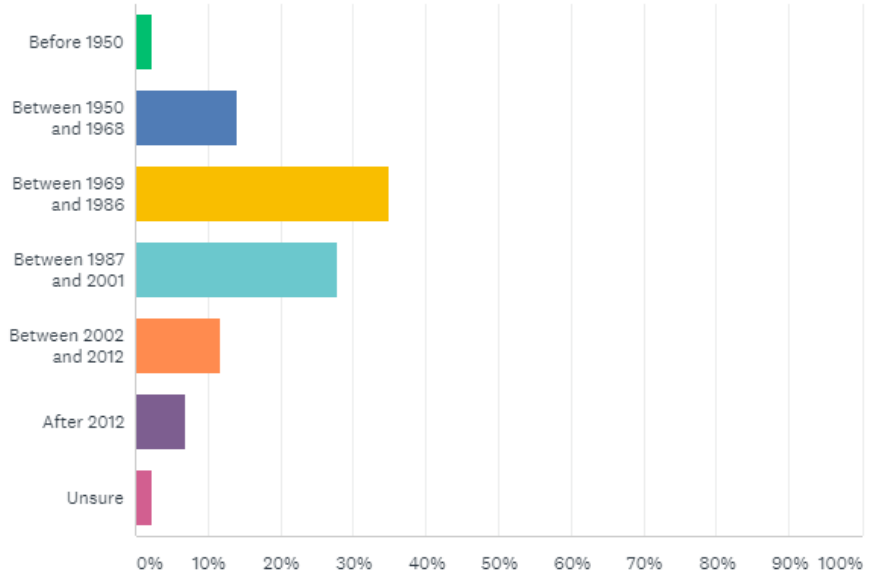
ANSWER CHOICES	RESPONSES	
0-1 Years	13.95%	6
2-5 Years	25.58%	11
6-10 Years	16.28%	7
11-20 Years	25.58%	11
More than 20 Years	18.60%	8
TOTAL		43

Q2

Customize Export

In what year was your home built?

Answered: 43 Skipped: 0



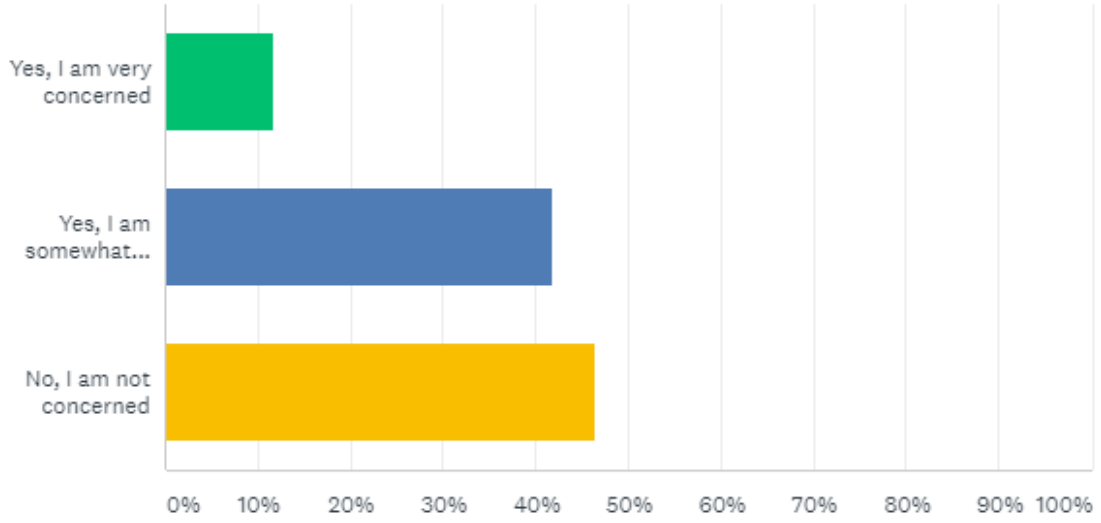
ANSWER CHOICES	RESPONSES	
Before 1950	2.33%	1
Between 1950 and 1968	13.95%	6
Between 1969 and 1986	34.88%	15
Between 1987 and 2001	27.91%	12
Between 2002 and 2012	11.63%	5
After 2012	6.98%	3
Unsure	2.33%	1
TOTAL		43

Q3

Customize Export

Are you concerned about the possibility of your home being flooded?

Answered: 43 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes, I am very concerned	11.63%	5
Yes, I am somewhat concerned	41.86%	18
No, I am not concerned	46.51%	20
TOTAL		43

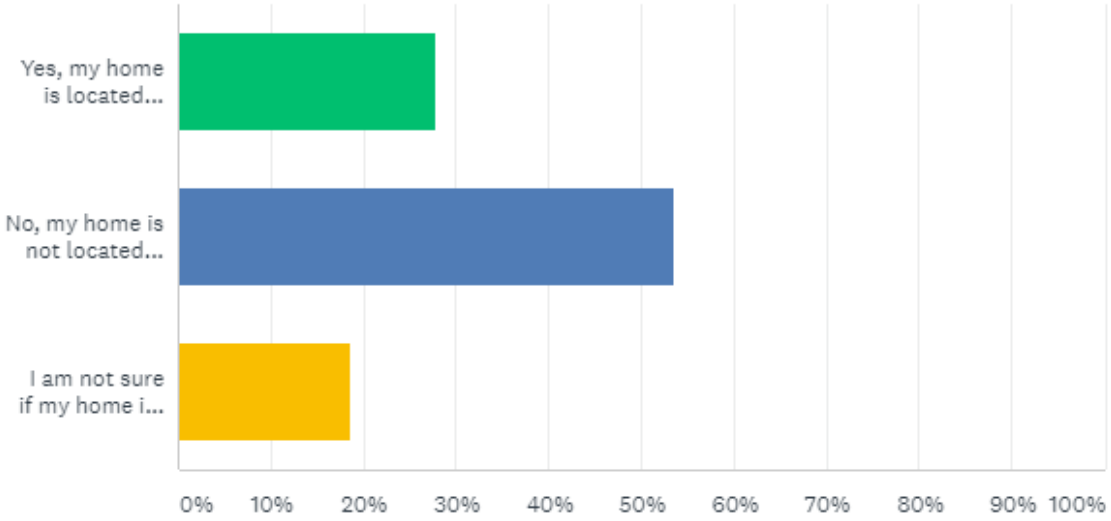
Comments (9)

Q4

Customize Export

Is your home located within a designated flood hazard zone (floodplain)?

Answered: 43 Skipped: 0



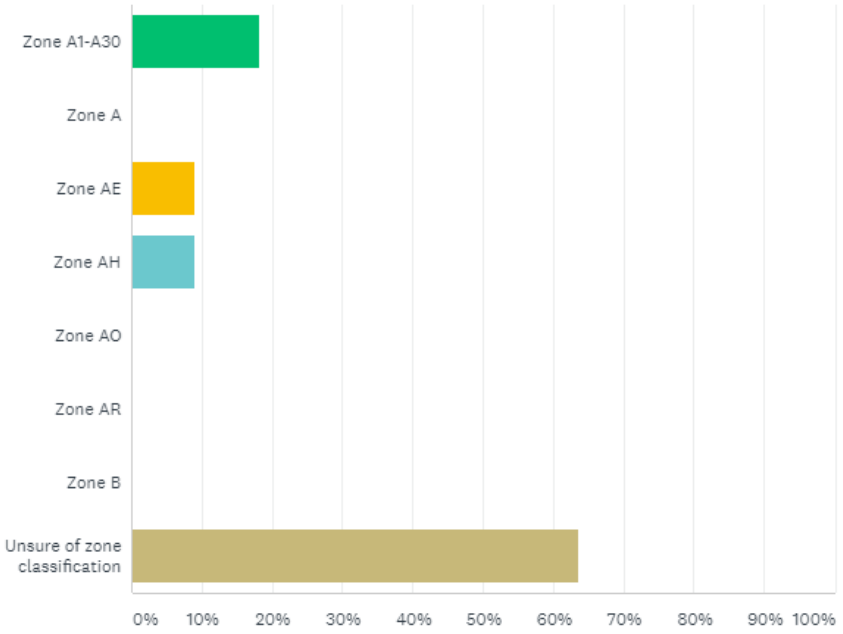
ANSWER CHOICES	RESPONSES	
Yes, my home is located within a designated flood hazard zone.	27.91%	12
No, my home is not located within a designated flood hazard zone.	53.49%	23
I am not sure if my home is located within a designated flood zone.	18.60%	8
TOTAL		43

Q5

Customize Export

Which flood zone is your property located in?

Answered: 11 Skipped: 32



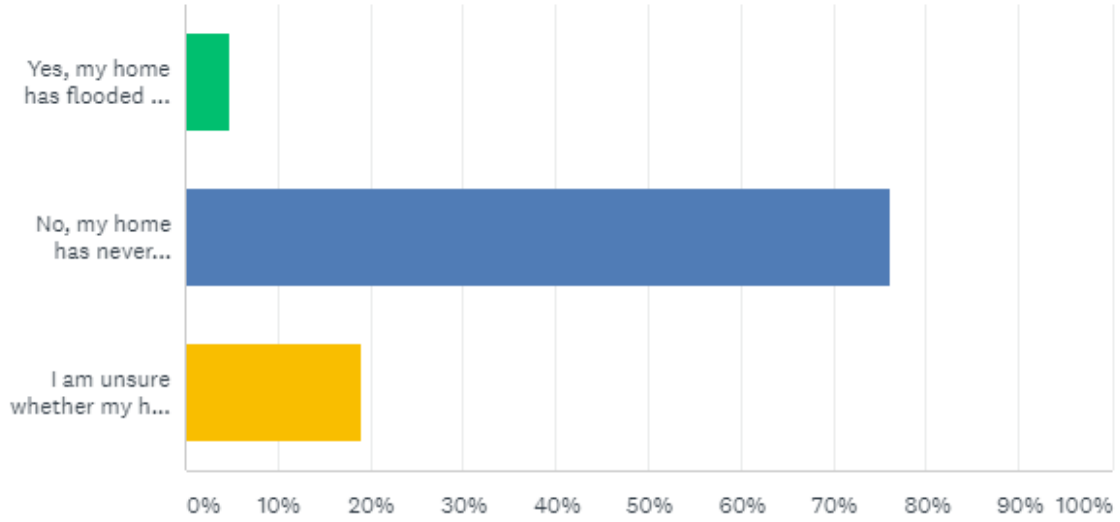
ANSWER CHOICES	RESPONSES	
Zone A1-A30	18.18%	2
Zone A	0.00%	0
Zone AE	9.09%	1
Zone AH	9.09%	1
Zone AO	0.00%	0
Zone AR	0.00%	0
Zone B	0.00%	0
Unsure of zone classification	63.64%	7
TOTAL		11

Q6

Customize Export

Has your home ever flooded due to natural/environmental causes?

Answered: 42 Skipped: 1



ANSWER CHOICES	RESPONSES	
Yes, my home has flooded due to natural/environmental causes.	4.76%	2
No, my home has never flooded due to natural/environmental causes.	76.19%	32
I am unsure whether my home has experienced flooding due to natural/environmental causes.	19.05%	8
TOTAL		42

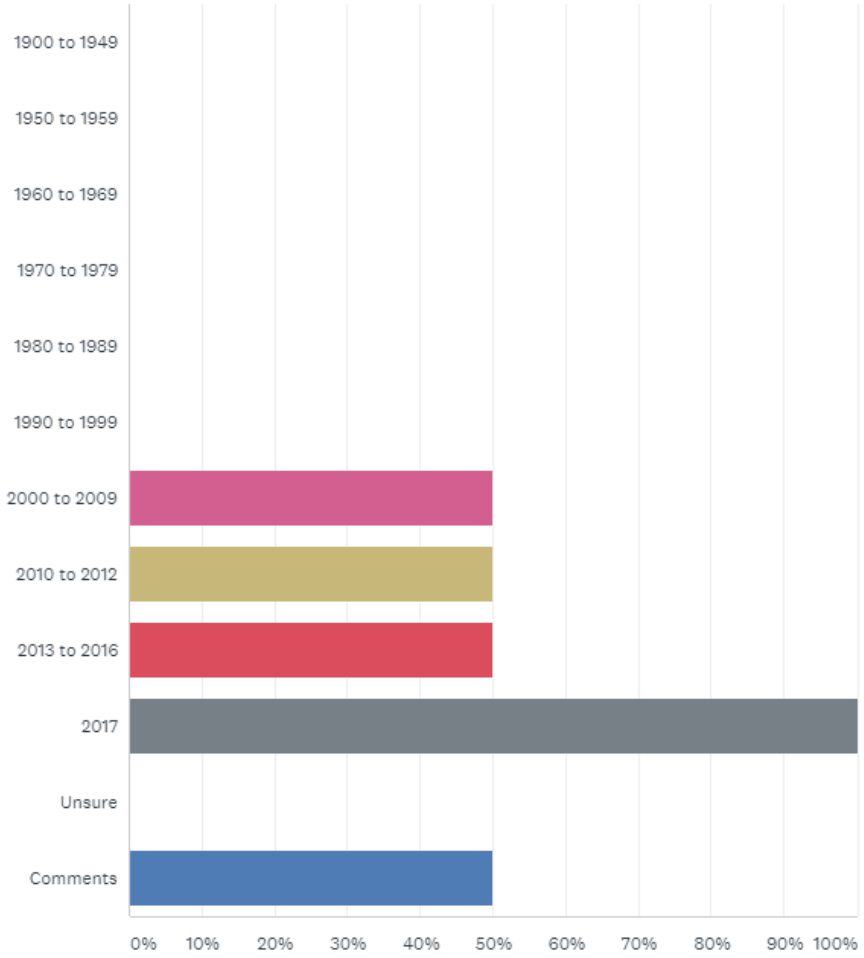
Comments (5)

Q7

Customize Export

To your best knowledge, during which time period did your home last flood? (Check all that apply)

Answered: 2 Skipped: 41

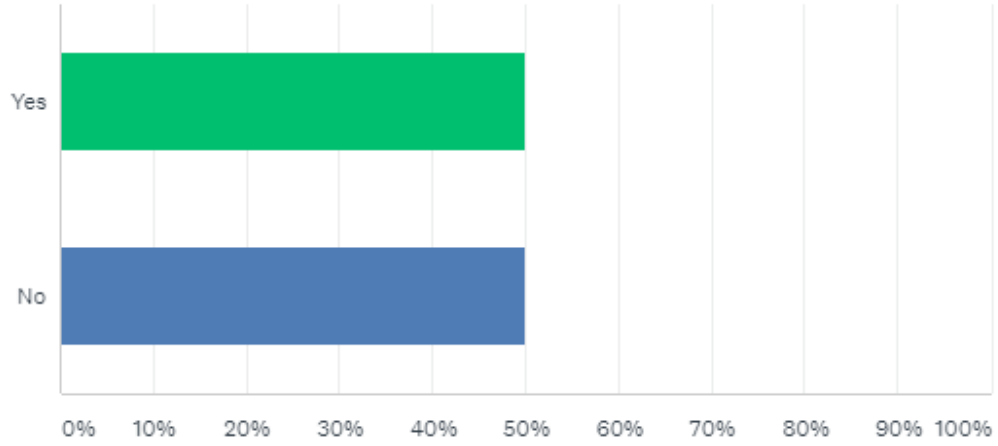


Q8

Customize Export

Have you seen an increase in the duration and frequency of these flood events?

Answered: 2 Skipped: 41



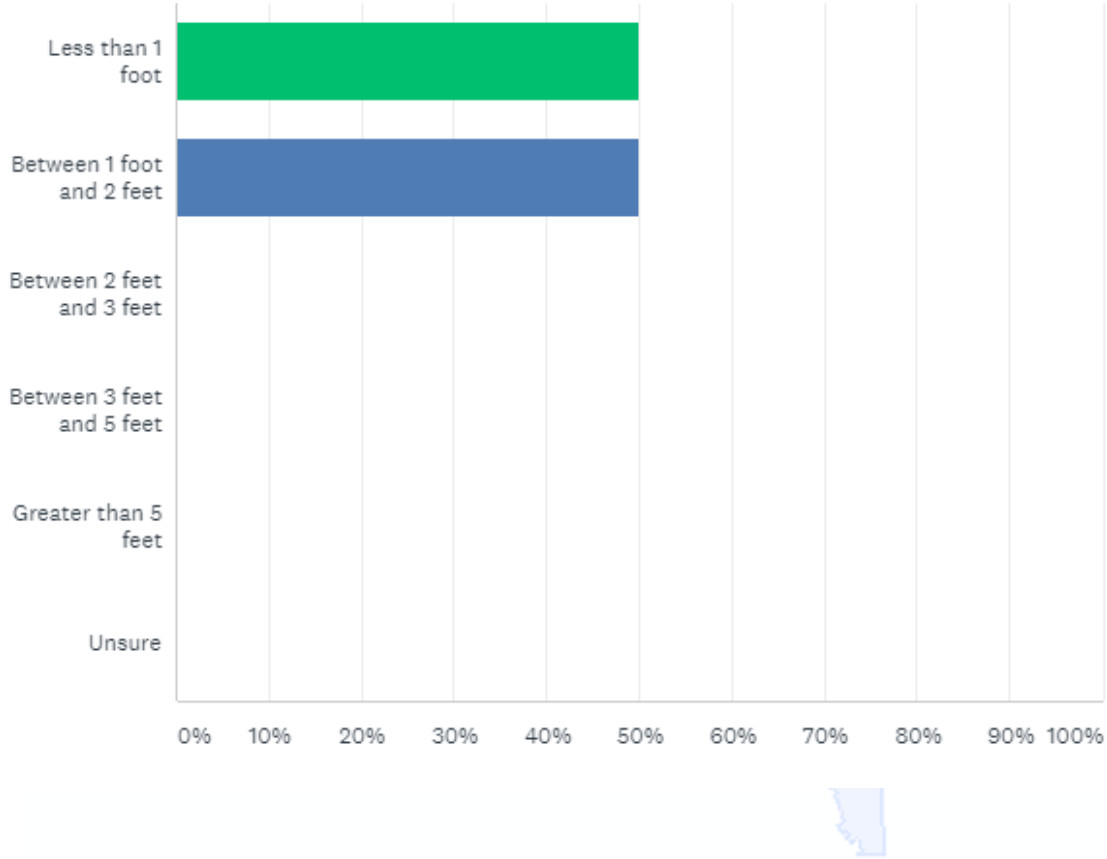
ANSWER CHOICES	RESPONSES	
Yes	50.00%	1
No	50.00%	1
TOTAL		2

Q9

Customize Export

What was the depth of the water in your home during the your last flooding event noted in previous question?

Answered: 2 Skipped: 41

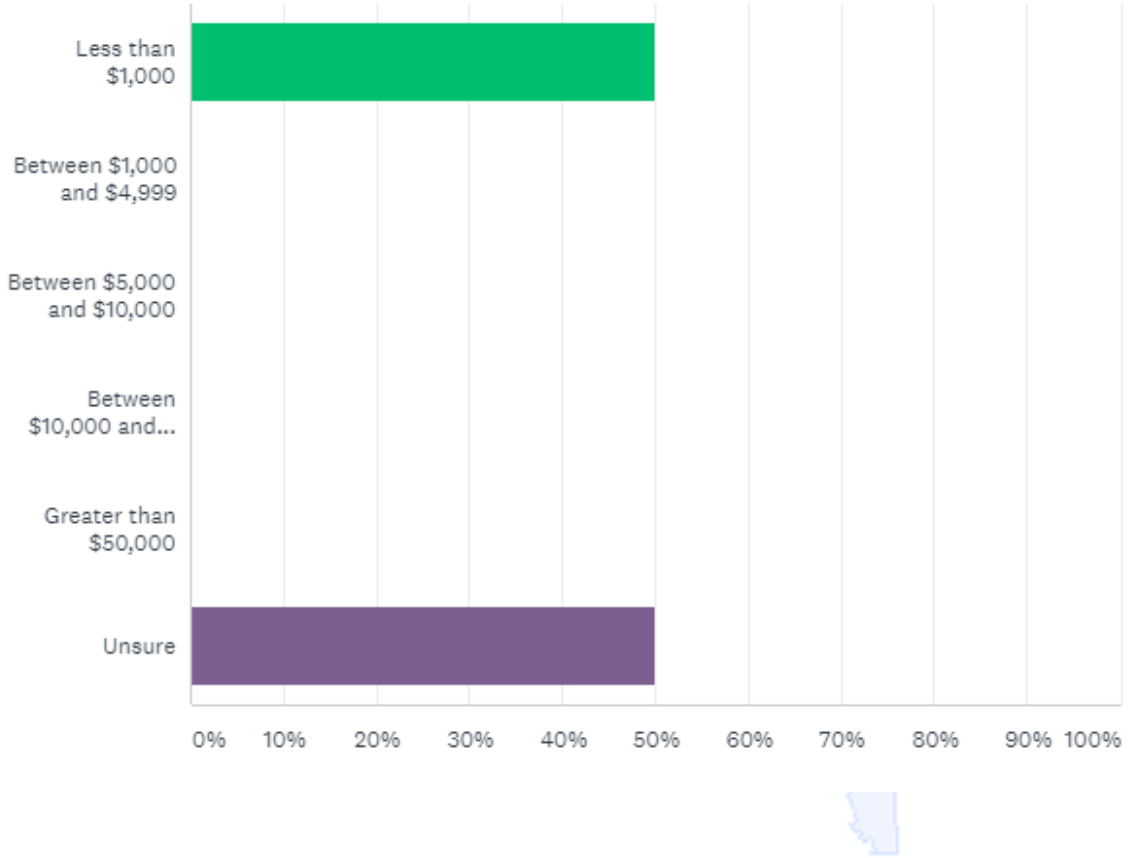


Q10

Customize Export

What was the approximate dollar value of all structural damages to your home during the last flooding event?

Answered: 2 Skipped: 41

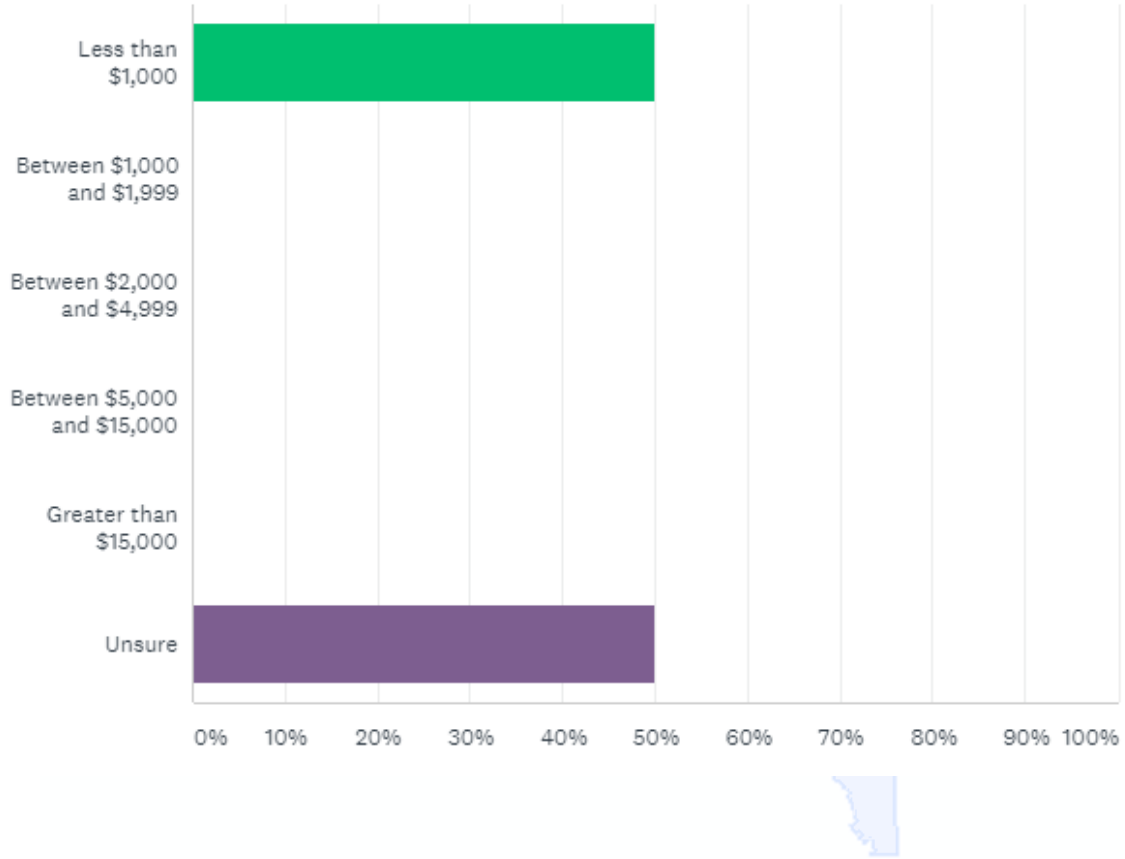


Q11

Customize Export

What was the approximate dollar value of all personal items lost during the last flooding event?

Answered: 2 Skipped: 41

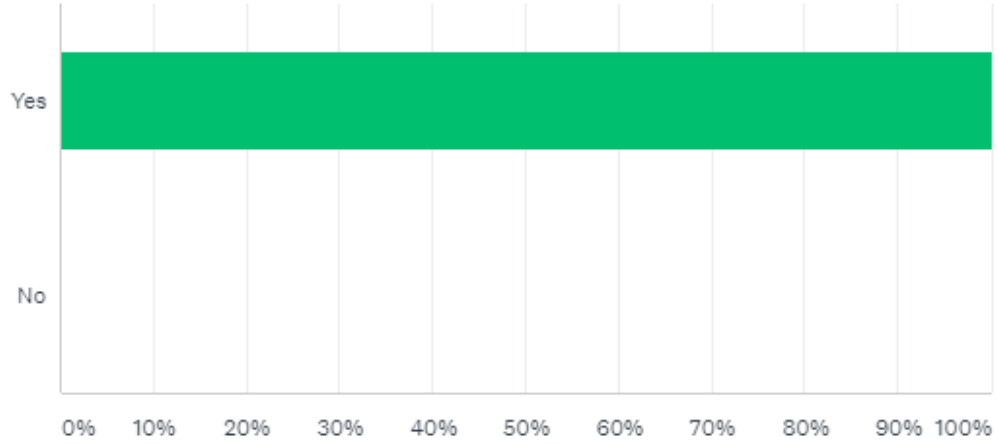


Q12

Customize Export

Has local roadway flooding (in your neighborhood) directly impacted access to your property?

Answered: 2 Skipped: 41



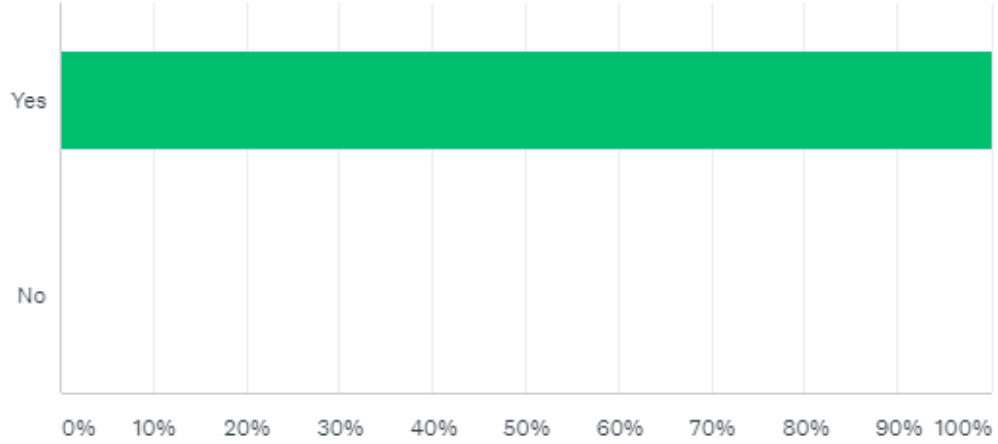
ANSWER CHOICES	RESPONSES	
Yes	100.00%	2
No	0.00%	0
TOTAL		2

Q13

Customize Export

Have you seen an increase in the duration and frequency of these flood events?

Answered: 2 Skipped: 41



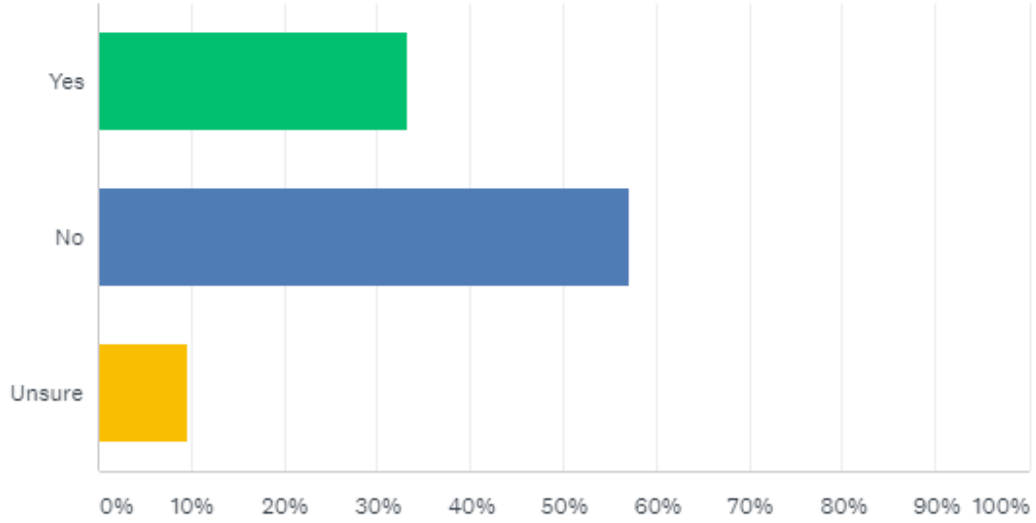
ANSWER CHOICES	RESPONSES	
Yes	100.00%	2
No	0.00%	0
TOTAL		2

Q14

Customize Export

Do you currently have flood insurance for your property?

Answered: 42 Skipped: 1



ANSWER CHOICES	RESPONSES	
Yes	33.33%	14
No	57.14%	24
Unsure	9.52%	4
TOTAL		42

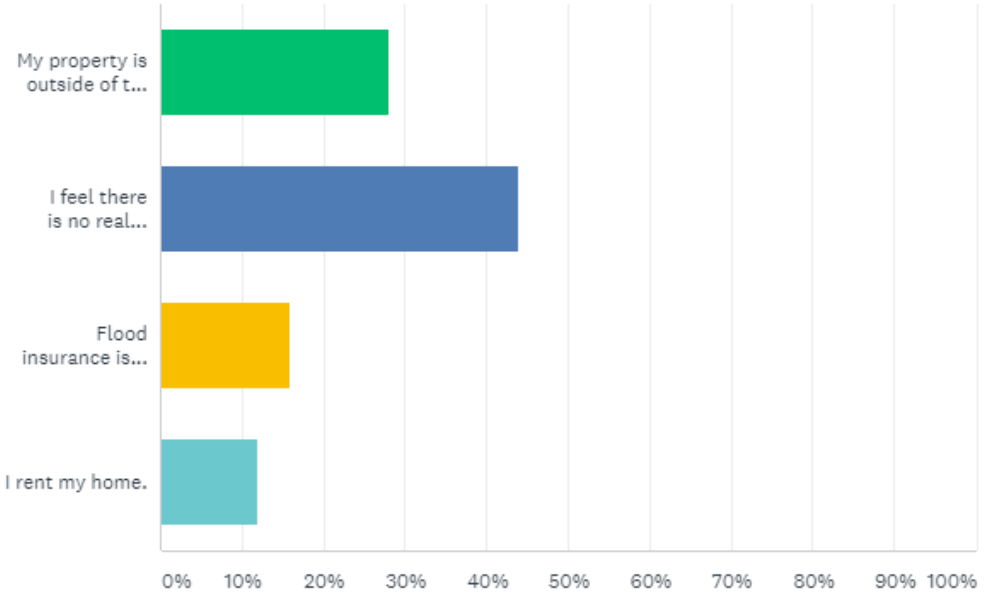
Comments (1)

Q15

Customize Export

Which of the following reasons best describes why you do not have flood insurance?

Answered: 25 Skipped: 18



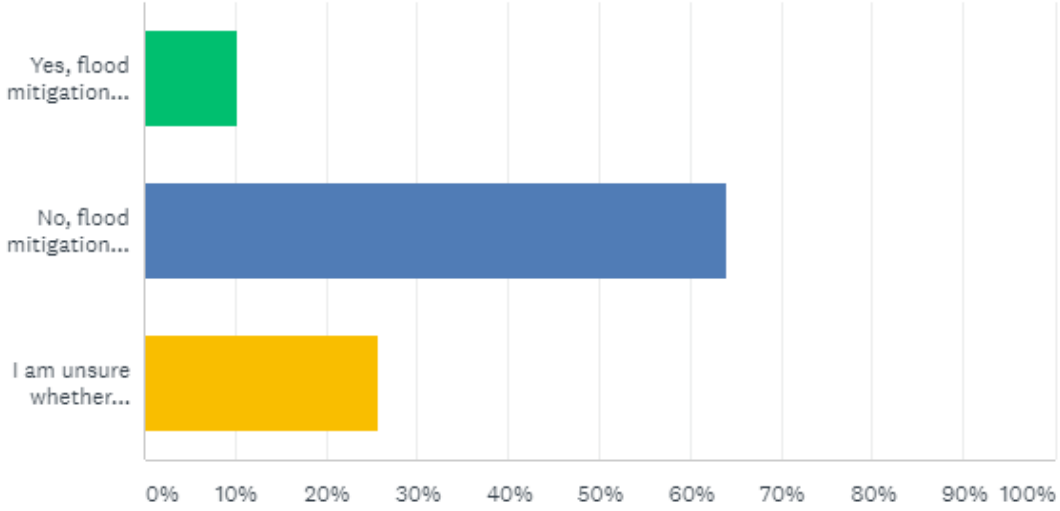
ANSWER CHOICES	RESPONSES	
My property is outside of the floodplain.	28.00%	7
I feel there is no real threat of a flood on my property.	44.00%	11
Flood insurance is too expensive.	16.00%	4
I rent my home.	12.00%	3
TOTAL		25

Q16

Customize Export

Have any flood mitigation efforts been implemented to your property? (i.e. steps taken to remedy or improve structural vulnerability to flooding or flood proofing your home)

Answered: 39 Skipped: 4



ANSWER CHOICES	RESPONSES	
Yes, flood mitigation efforts have been implemented on my property.	10.26%	4
No, flood mitigation efforts have not been implemented on my property.	64.10%	25
I am unsure whether mitigation efforts have been implemented on my property.	25.64%	10
TOTAL		39

Q17

Export

Describe the mitigation efforts conducted on your property.

Answered: 4 Skipped: 39

RESPONSES (4) TEXT ANALYSIS TAGS (0)

Add Tags Filter by Tag Search responses

Showing **4** responses

We built higher than 100 yr. flood plain

6/15/2018 10:38 PM View respondent's answers Add Tags

Grading of land on front of property away from home and towards a retention pond.

6/14/2018 5:55 PM View respondent's answers Add Tags

Bottom floor is parking and access only

6/12/2018 4:30 PM View respondent's answers Add Tags

HOA has retention areas and waterways continually upgraded

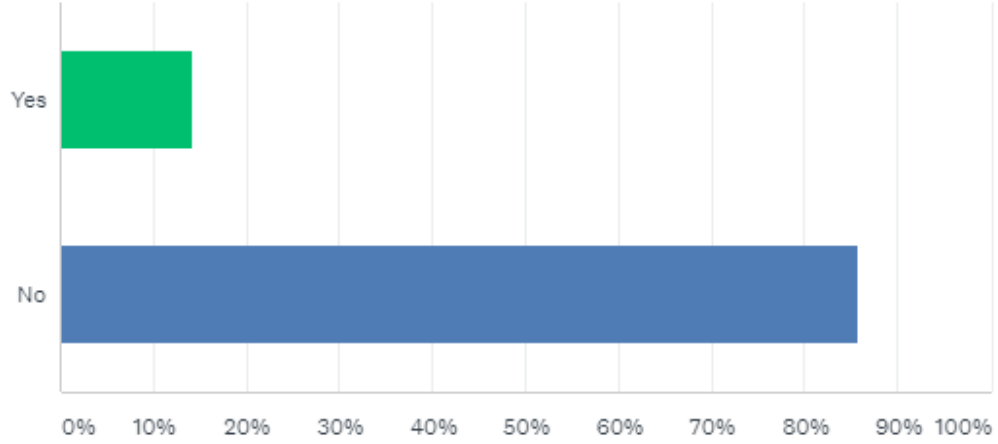
6/6/2018 12:30 PM View respondent's answers Add Tags

Q18

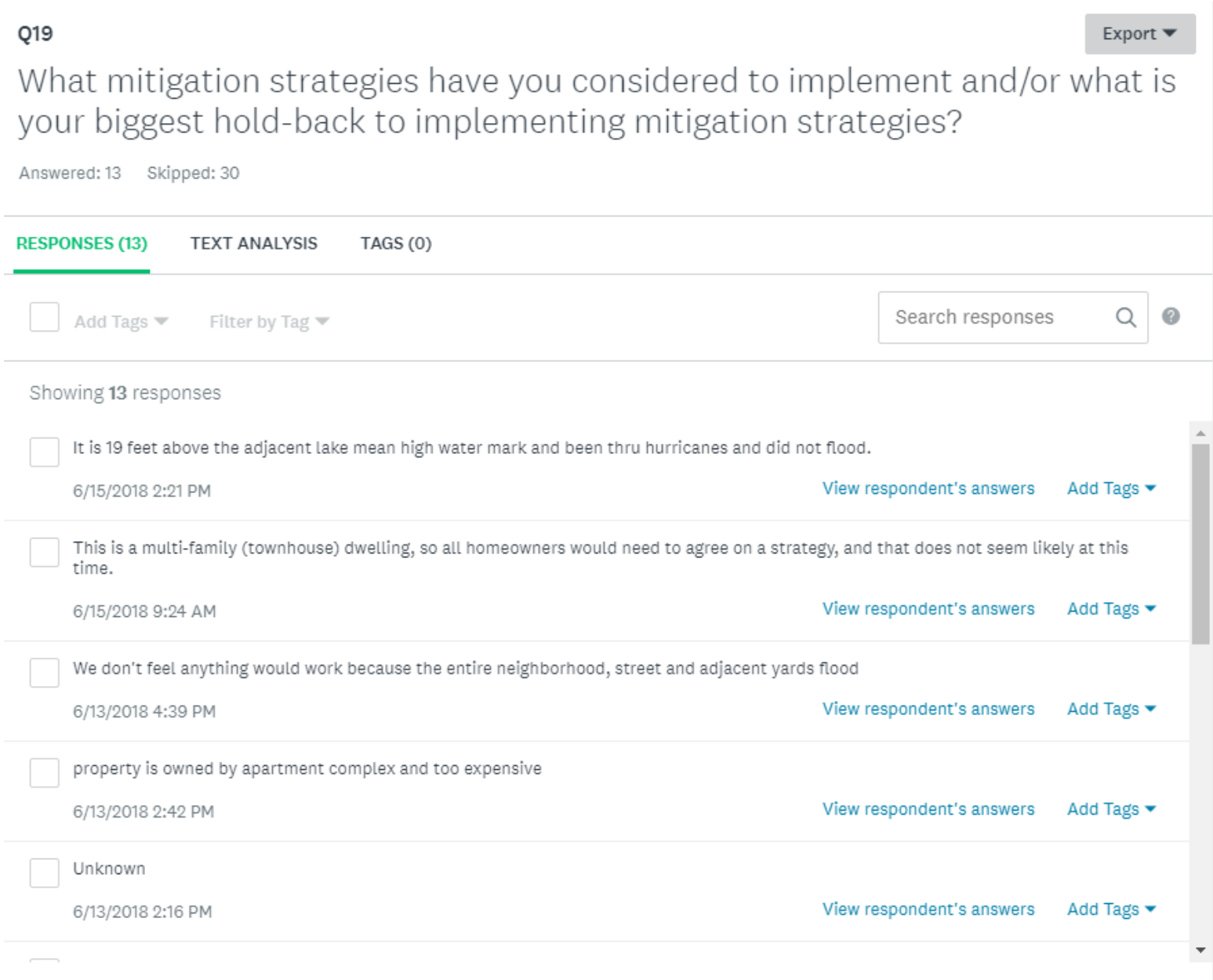
Customize Export

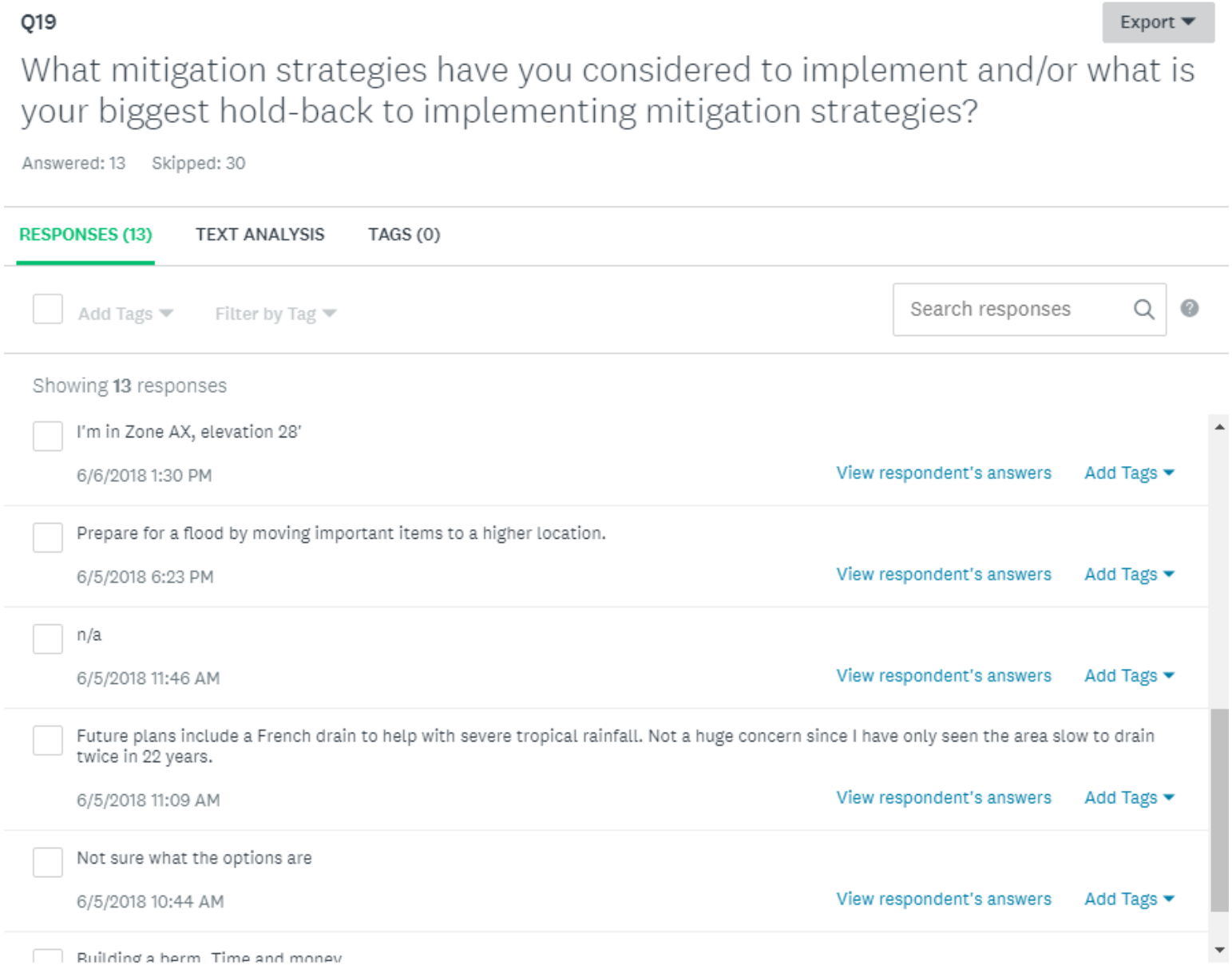
Have you considered implementing flood management strategies on your property?

Answered: 35 Skipped: 8



ANSWER CHOICES	RESPONSES	
Yes	14.29%	5
No	85.71%	30
TOTAL		35


Q19
Export
What mitigation strategies have you considered to implement and/or what is your biggest hold-back to implementing mitigation strategies?
Answered: 13 Skipped: 30
RESPONSES (13)
TEXT ANALYSIS
TAGS (0)
Add Tags
Filter by Tag
Search responses
Showing 13 responses
It is 19 feet above the adjacent lake mean high water mark and been thru hurricanes and did not flood.
6/15/2018 2:21 PM
View respondent's answers
Add Tags
This is a multi-family (townhouse) dwelling, so all homeowners would need to agree on a strategy, and that does not seem likely at this time.
6/15/2018 9:24 AM
View respondent's answers
Add Tags
We don't feel anything would work because the entire neighborhood, street and adjacent yards flood
6/13/2018 4:39 PM
View respondent's answers
Add Tags
property is owned by apartment complex and too expensive
6/13/2018 2:42 PM
View respondent's answers
Add Tags
Unknown
6/13/2018 2:16 PM
View respondent's answers
Add Tags

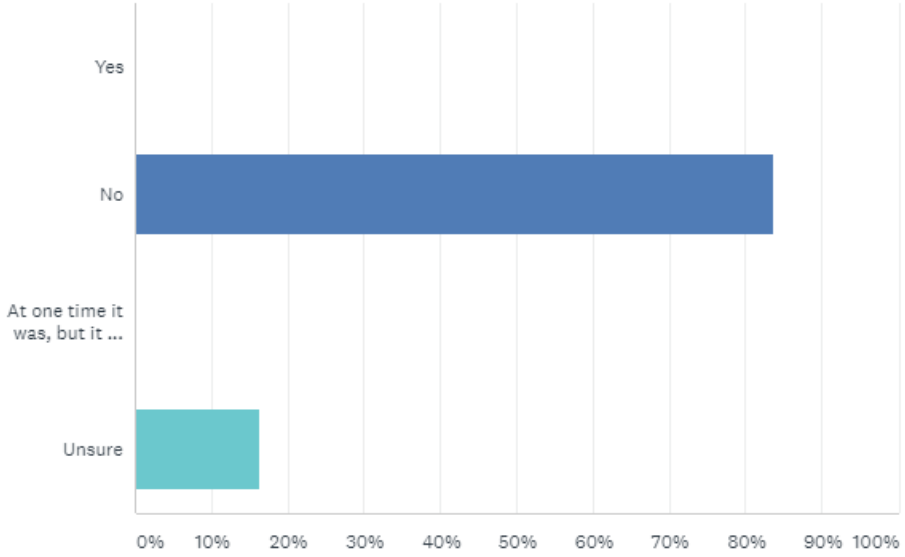

Q19
Export
What mitigation strategies have you considered to implement and/or what is your biggest hold-back to implementing mitigation strategies?
Answered: 13 Skipped: 30
RESPONSES (13)
TEXT ANALYSIS
TAGS (0)
Add Tags
Filter by Tag
Search responses
Showing 13 responses
I'm in Zone AX, elevation 28'
6/6/2018 1:30 PM
View respondent's answers
Add Tags
Prepare for a flood by moving important items to a higher location.
6/5/2018 6:23 PM
View respondent's answers
Add Tags
n/a
6/5/2018 11:46 AM
View respondent's answers
Add Tags
Future plans include a French drain to help with severe tropical rainfall. Not a huge concern since I have only seen the area slow to drain twice in 22 years.
6/5/2018 11:09 AM
View respondent's answers
Add Tags
Not sure what the options are
6/5/2018 10:44 AM
View respondent's answers
Add Tags
Building a berm. Time and money

Q20

Customize Export

Is your home currently classified as a repetitive flood loss property (defined as a structure that has experienced two floods in the last ten years with at least $1,000 in damages per event)?

Answered: 37 Skipped: 6



ANSWER CHOICES	RESPONSES	
Yes	0.00%	0
No	83.78%	31
At one time it was, but it has been removed due to mitigation.	0.00%	0
Unsure	16.22%	6
TOTAL		37

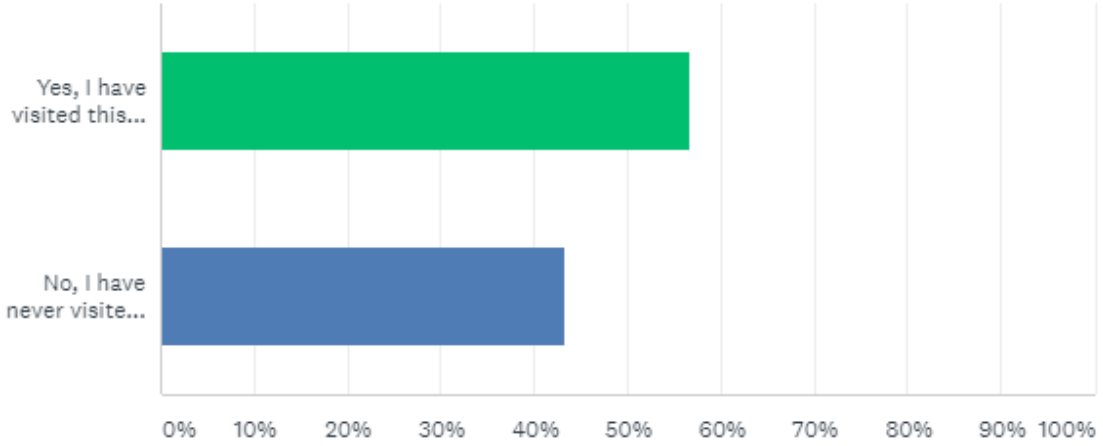
Comments (0)

Q21

Customize Export

Did you know that you can view the current flood plain and other County-wide resources at the following web site: http://www.volusia.org/services/public-protection/emergency-management

Answered: 37 Skipped: 6



ANSWER CHOICES	RESPONSES	
Yes, I have visited this web site	56.76%	21
No, I have never visited this web site	43.24%	16
TOTAL		37

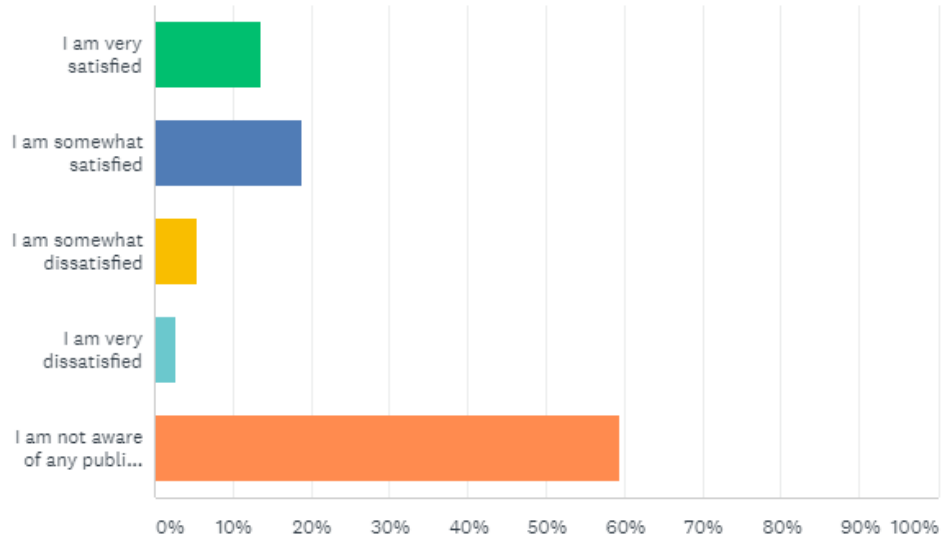
Comments (0)

Q22

Customize Export

How satisfied are you with how your jurisdiction handles public involvement and outreach concerning flood hazards in your area?

Answered: 37 Skipped: 6

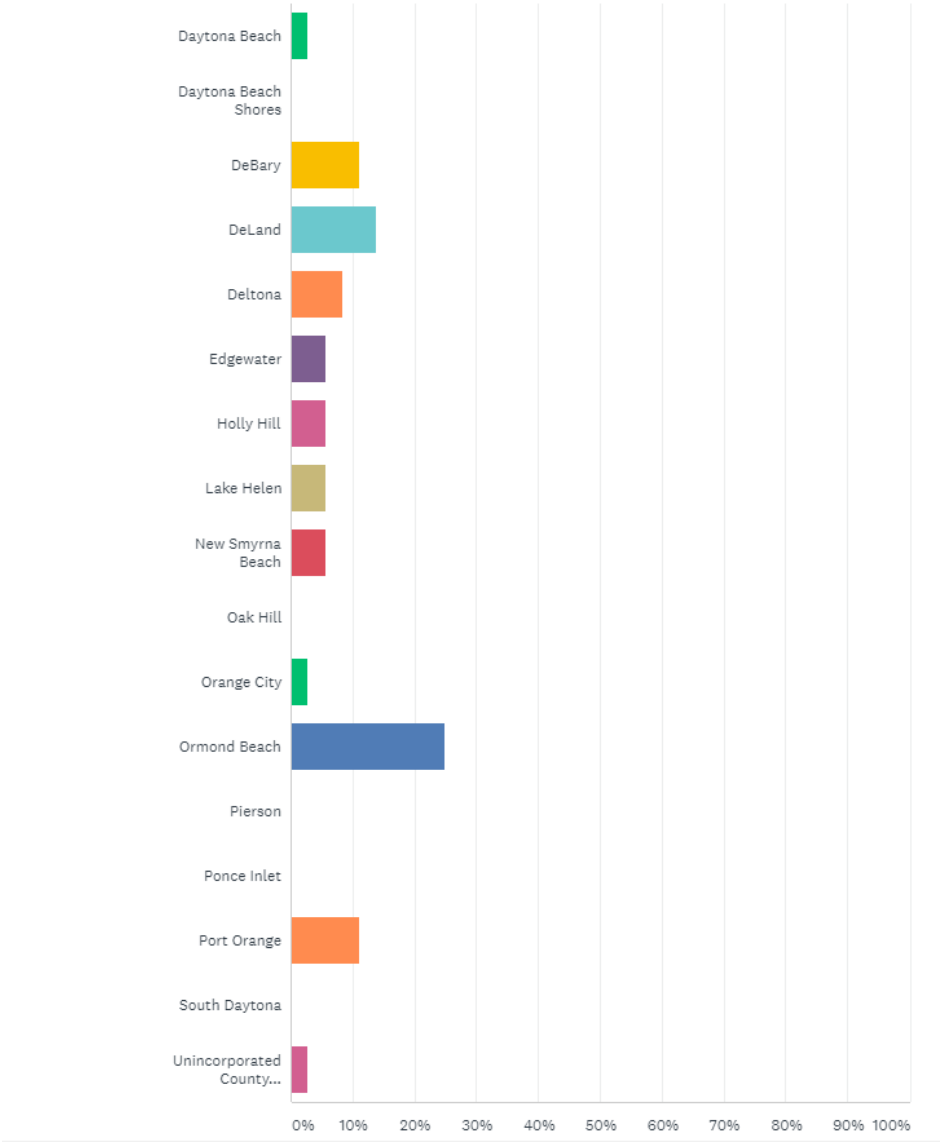


ANSWER CHOICES	RESPONSES	
I am very satisfied	13.51%	5
I am somewhat satisfied	18.92%	7
I am somewhat dissatisfied	5.41%	2
I am very dissatisfied	2.70%	1
I am not aware of any public involvement/outreach efforts concerning flood hazards conducted by my jurisdiction	59.46%	22
TOTAL		37

Comments (4)

Your property is located in which jurisdiction?

Answered: 36 Skipped: 7



Appendix C
Business Survey

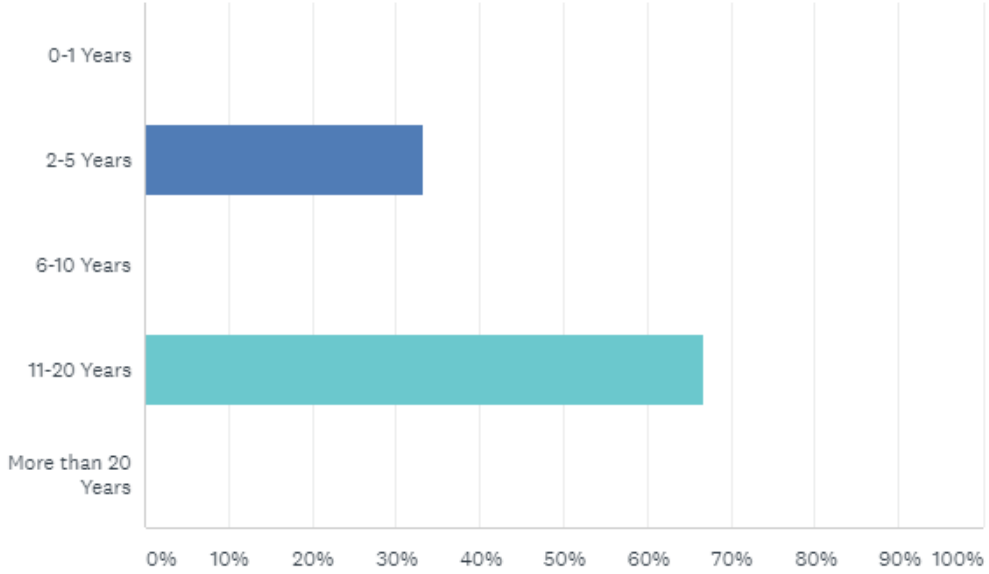
The following statistics were compiled for each of the questions on the Business Survey:

Q1

Customize Export

How long have you been in business at your current location?

Answered: 3 Skipped: 0



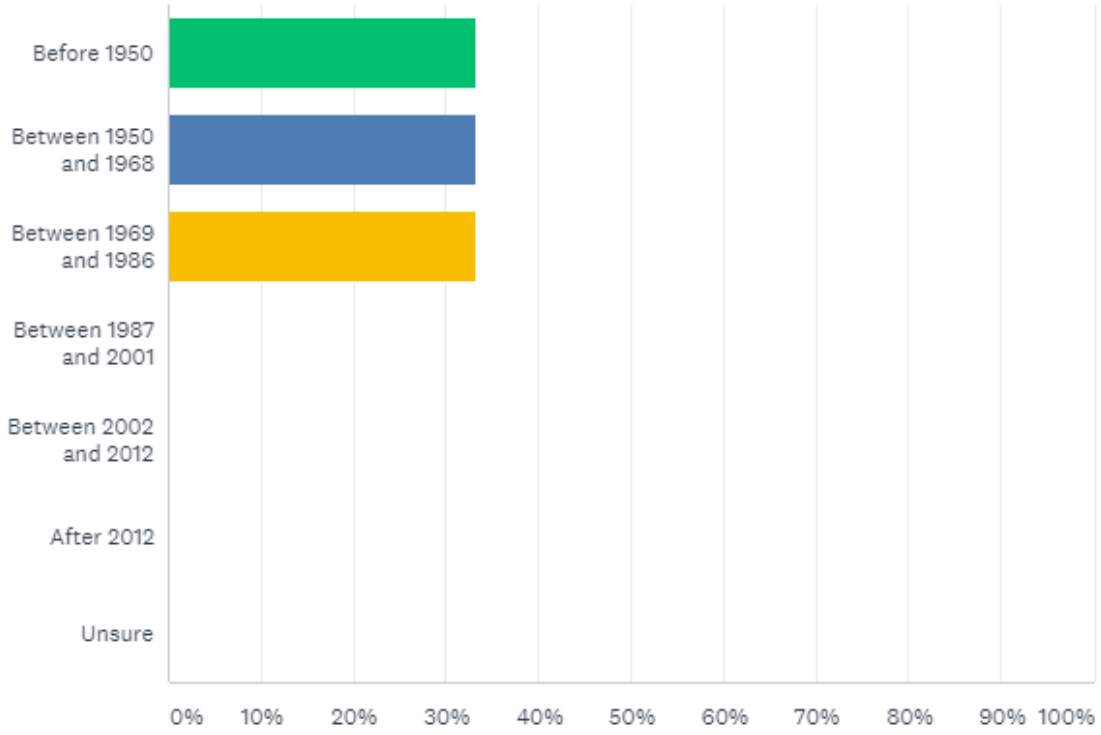
ANSWER CHOICES	RESPONSES	
0-1 Years	0.00%	0
2-5 Years	33.33%	1
6-10 Years	0.00%	0
11-20 Years	66.67%	2
More than 20 Years	0.00%	0
TOTAL		3

Q2

Customize Export

In what year was your building constructed?

Answered: 3 Skipped: 0

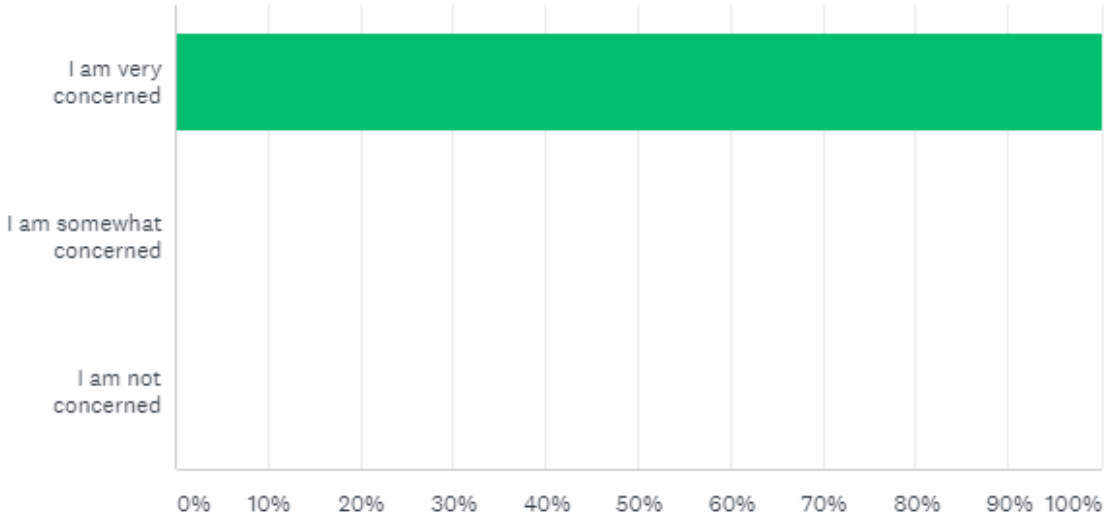


Q3

Customize Export

How concerned are you about the possibility of your place of business being flooded?

Answered: 3 Skipped: 0



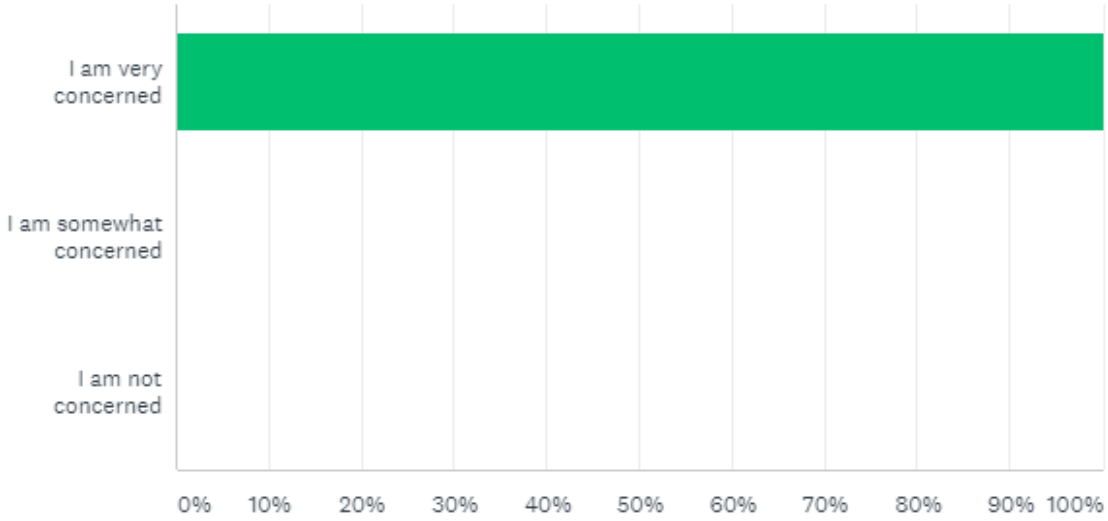
ANSWER CHOICES	RESPONSES	
I am very concerned	100.00%	3
I am somewhat concerned	0.00%	0
I am not concerned	0.00%	0
TOTAL		3

Q4

Customize Export

How concerned are you about the possibility of the streets accessing your place of business being flooded?

Answered: 3 Skipped: 0



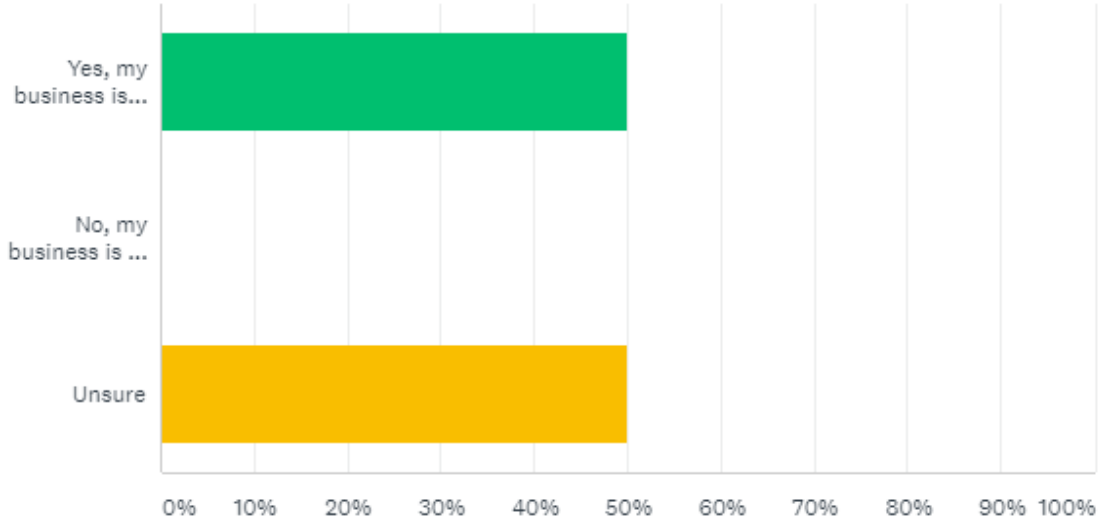
ANSWER CHOICES	RESPONSES	
I am very concerned	100.00%	3
I am somewhat concerned	0.00%	0
I am not concerned	0.00%	0
TOTAL		3

Q5

Customize Export

Is your business located within a designated flood hazard zone (floodplain)?

Answered: 2 Skipped: 1



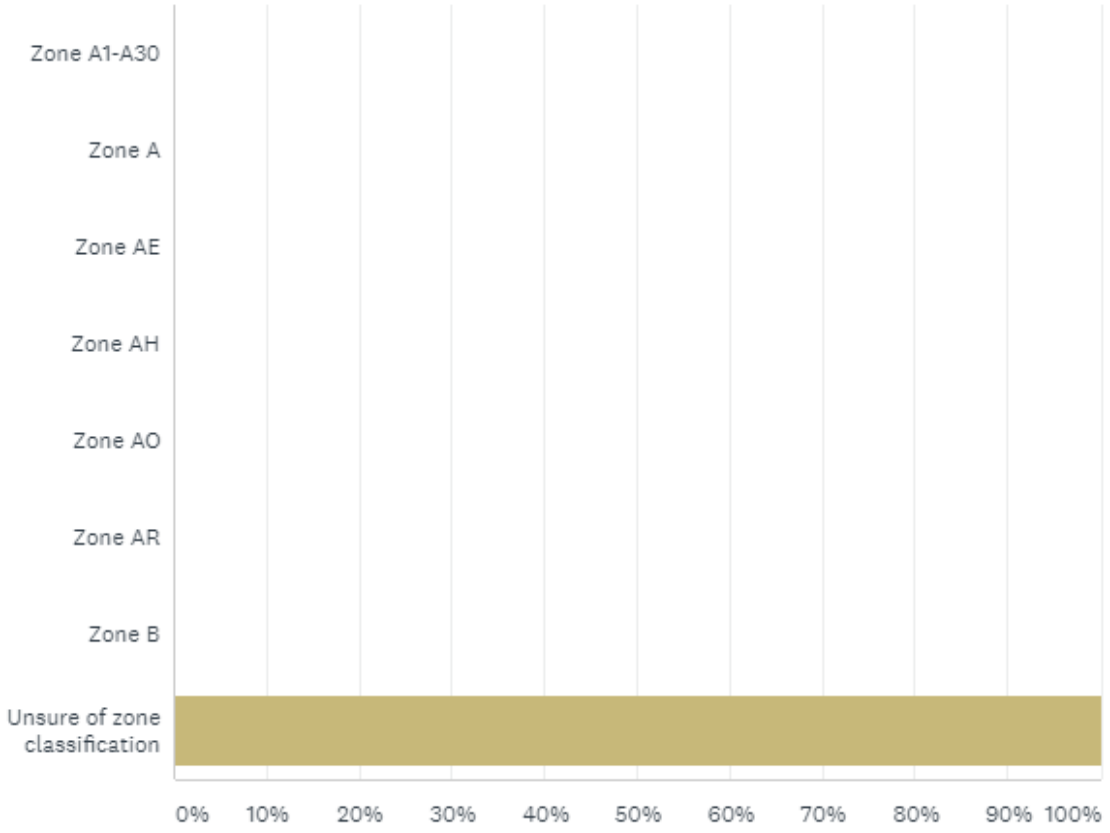
ANSWER CHOICES	RESPONSES	
Yes, my business is located within a designated flood hazard zone	50.00%	1
No, my business is not located within a designated flood hazard zone	0.00%	0
Unsure	50.00%	1
TOTAL		2

Q6

Customize Export

Which flood zone is your property located in?

Answered: 1 Skipped: 2

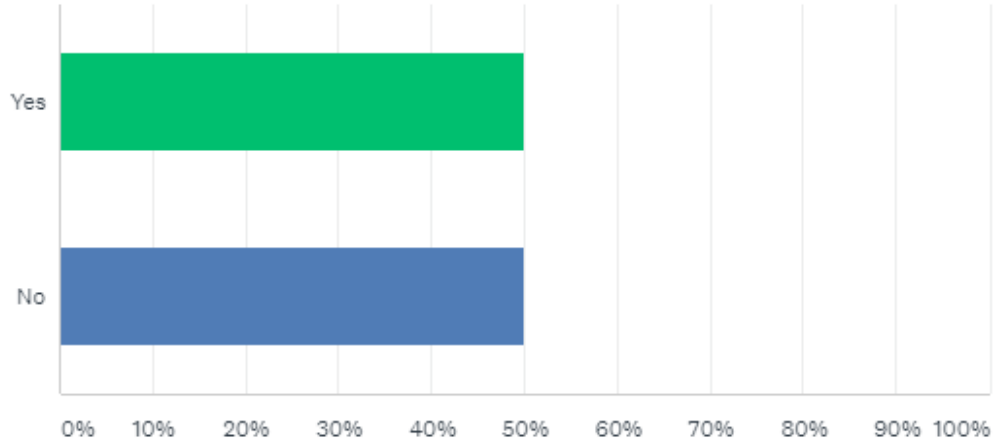


Q7

Customize Export

Was being located in a flood zone a concern in locating your business at its current location?

Answered: 2 Skipped: 1



ANSWER CHOICES	RESPONSES	
Yes	50.00%	1
No	50.00%	1
TOTAL		2

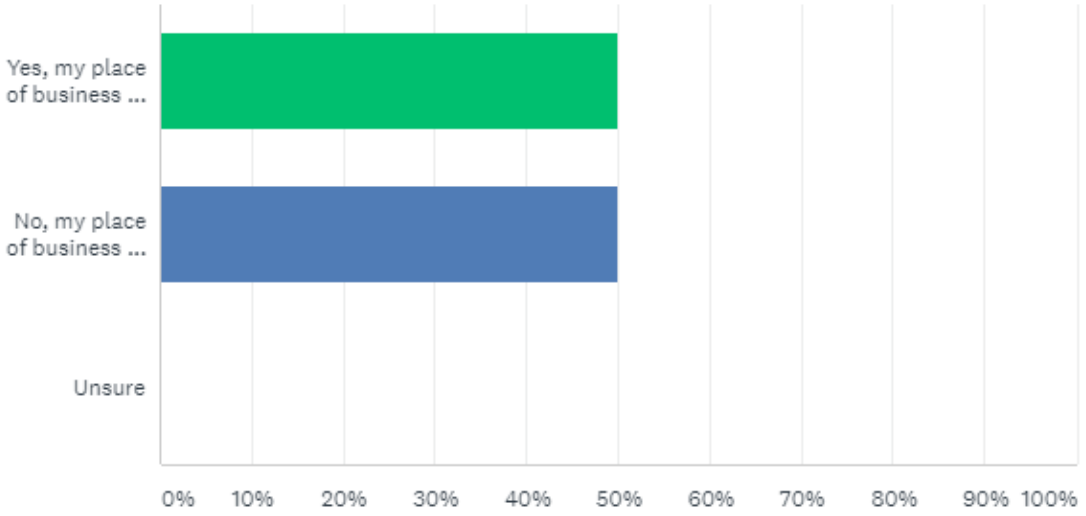
Comments (1)

Q8

Customize Export

Has your place of business ever flooded due to natural/environmental causes?

Answered: 2 Skipped: 1



ANSWER CHOICES	RESPONSES	
Yes, my place of business has flooded due to natural/environmental causes.	50.00%	1
No, my place of business has never flooded due to natural/environmental causes.	50.00%	1
Unsure	0.00%	0
TOTAL		2

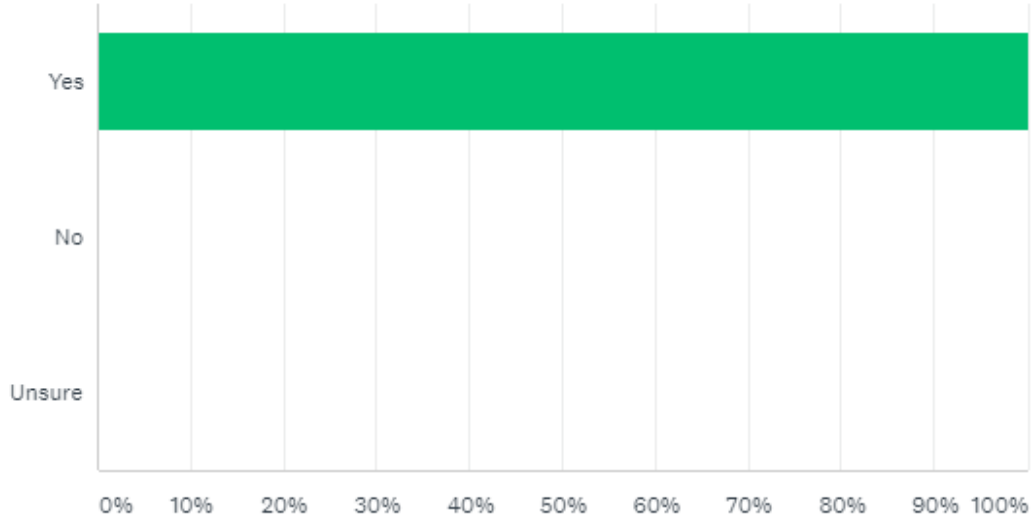
Comments (0)

Q9

Customize Export

Have you seen an increase in the frequency or duration of these flood events?

Answered: 2 Skipped: 1



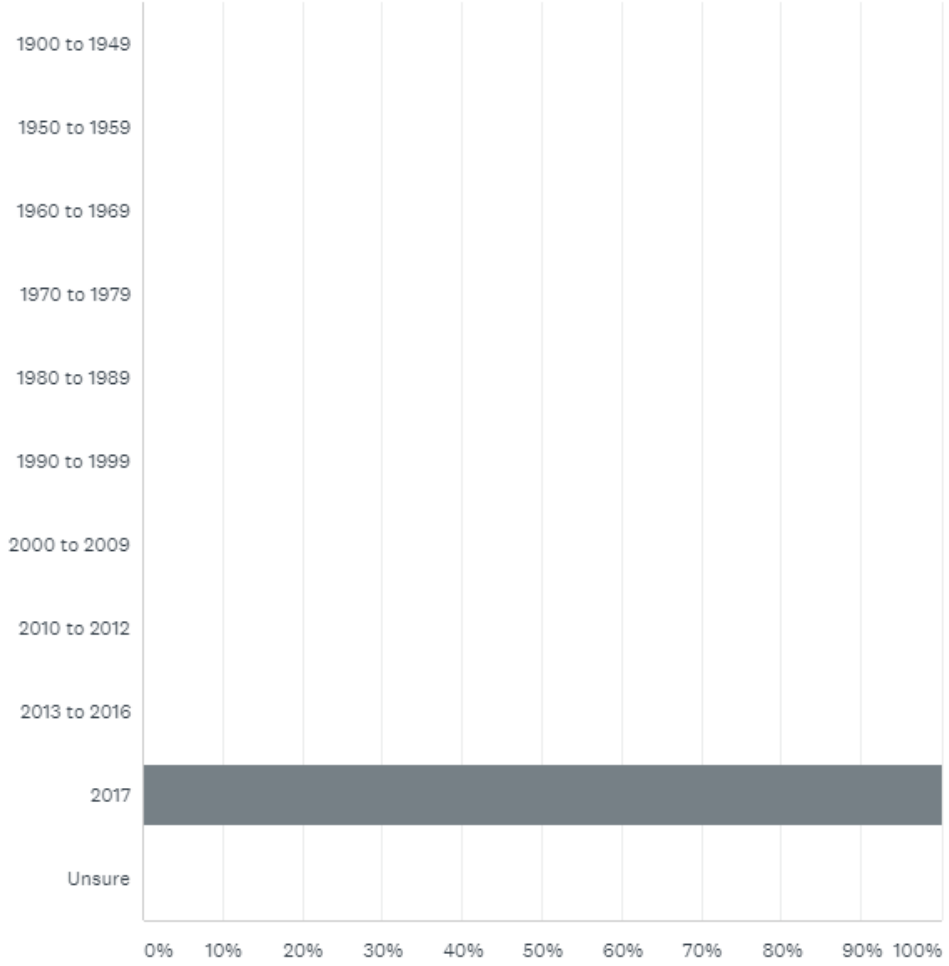
ANSWER CHOICES	RESPONSES	
Yes	100.00%	2
No	0.00%	0
Unsure	0.00%	0
TOTAL		2

Q10

Customize Export

To your best knowledge, during which time period did your place of business last flood? (Check all that apply)

Answered: 1 Skipped: 2

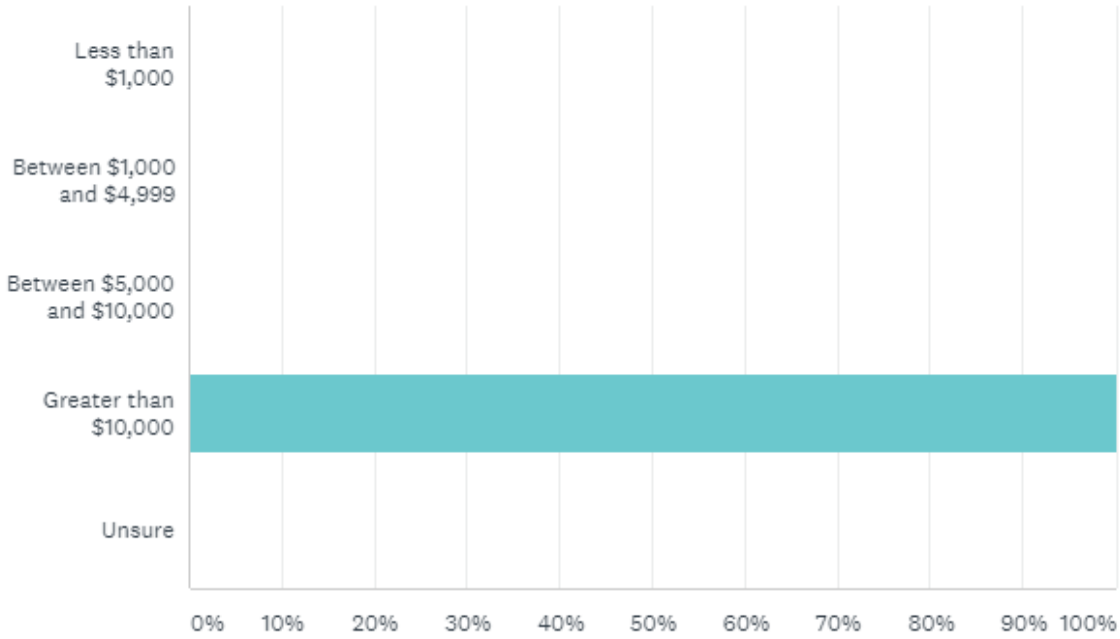


Q11

Customize Export

What was the approximate dollar value of all damages and losses to your business during the last flooding event?

Answered: 1 Skipped: 2

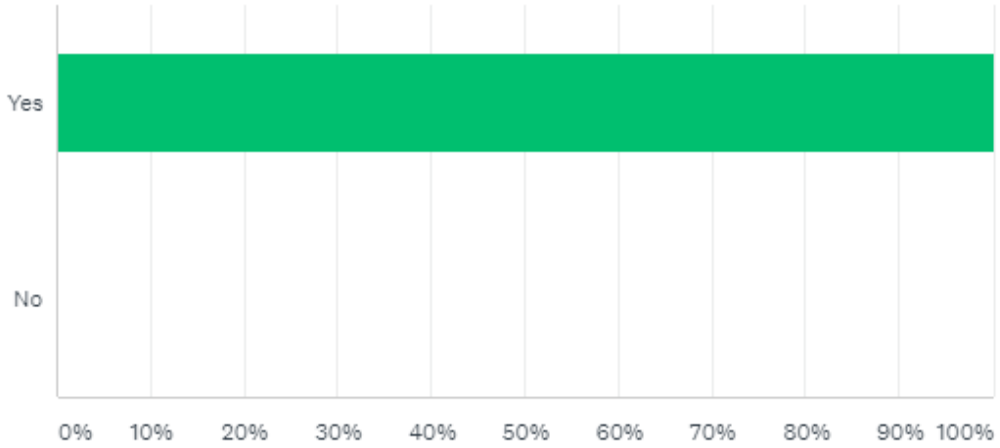


Q12

Customize Export

Has roadway flooding ever impacted access to your business?

Answered: 1 Skipped: 2

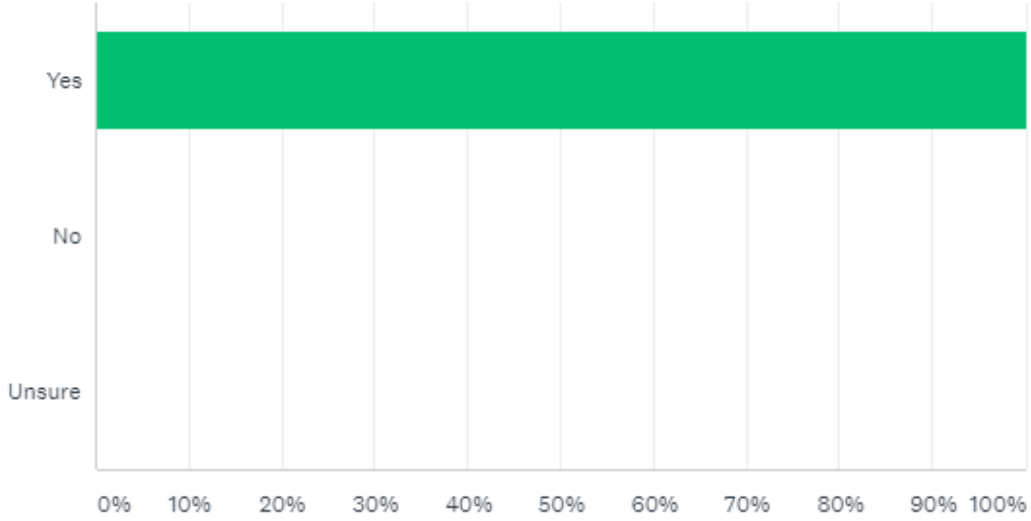


Q13

Customize Export

Have you seen an increase in the frequency or duration of these flood events?

Answered: 1 Skipped: 2



ANSWER CHOICES	RESPONSES	
Yes	100.00%	1
No	0.00%	0
Unsure	0.00%	0
TOTAL		1

Q14

Export

Describe, if any, the economic effect local flooding has on your business (ie, loss of business days, employees unable to work, profit loss, etc.)?

Answered: 2 Skipped: 1

RESPONSES (2) TEXT ANALYSIS TAGS (0)

Add Tags Filter by Tag Search responses

Showing **2** responses

We have property damage from the flooded street water being forced onto our property.

6/15/2018 8:59 AM View respondent's answers Add Tags

I have been relocated, 60 miles round trip a day, no reimbursement from the county for gas or time.

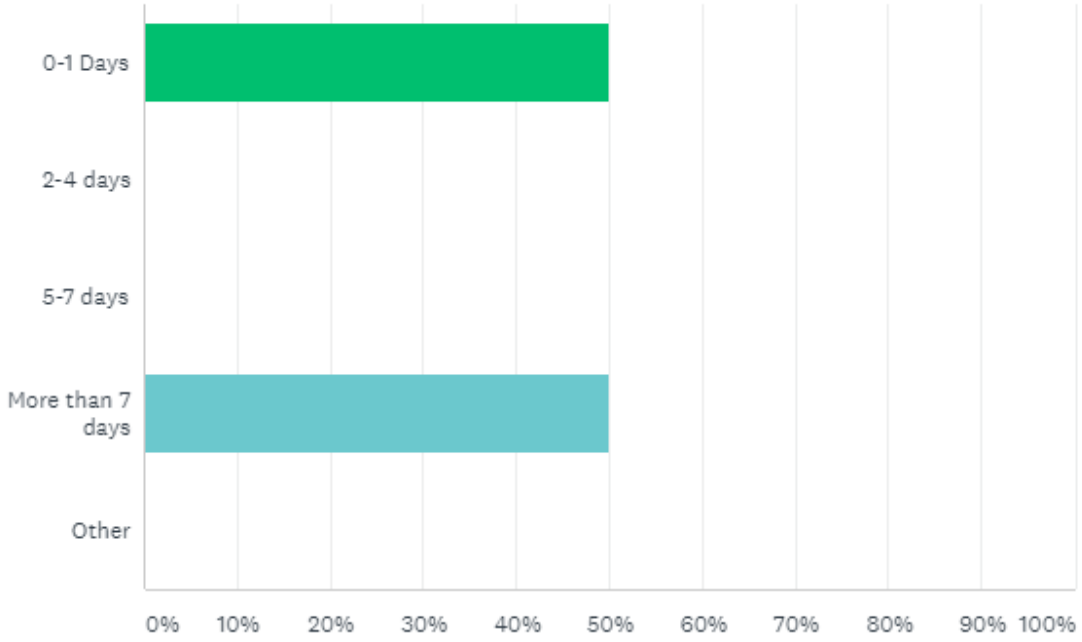
6/13/2018 4:43 PM View respondent's answers Add Tags

Q15

Customize Export

Approximately how many days of business, per year, do you lose due to flooding in your area?

Answered: 2 Skipped: 1

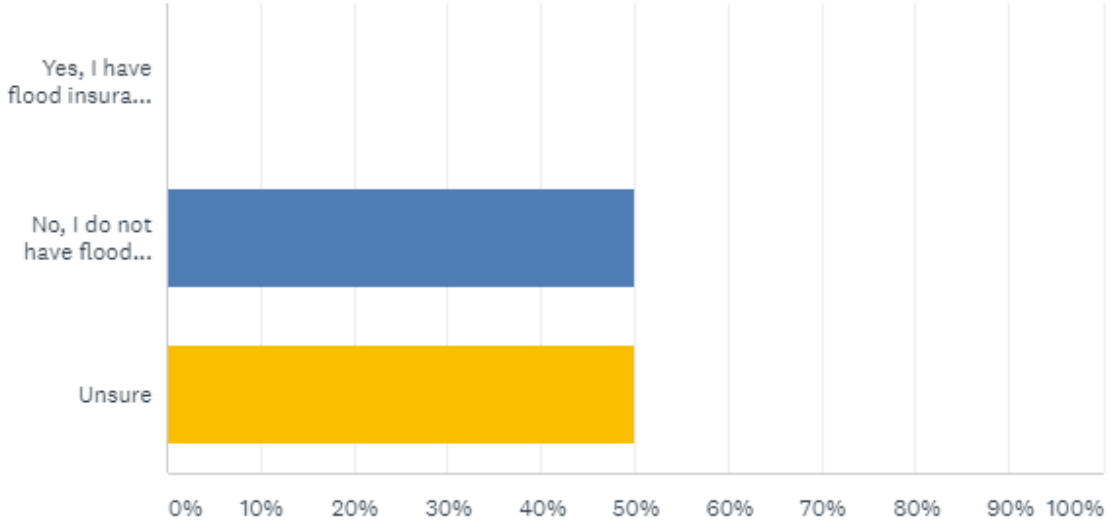


Q16

Customize Export

Do you currently have flood insurance for your property?

Answered: 2 Skipped: 1



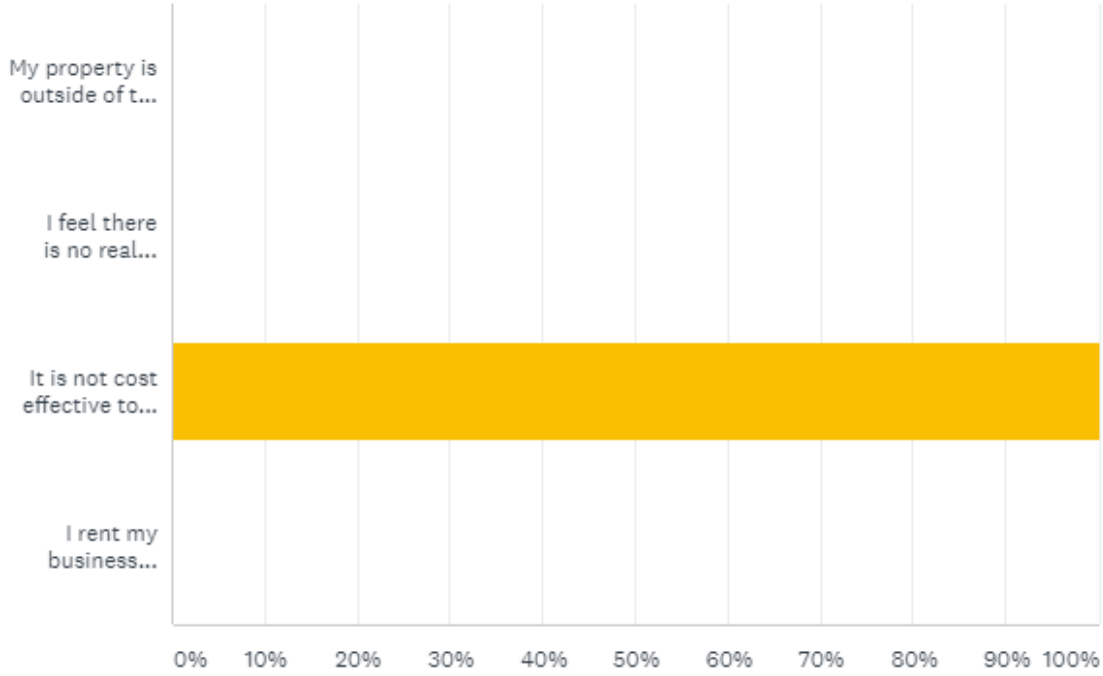
ANSWER CHOICES	RESPONSES	
Yes, I have flood insurance for my property	0.00%	0
No, I do not have flood insurance for my property	50.00%	1
Unsure	50.00%	1
TOTAL		2

Q17

Customize Export

Which of the following reasons best describes why you do not have flood insurance?

Answered: 1 Skipped: 2

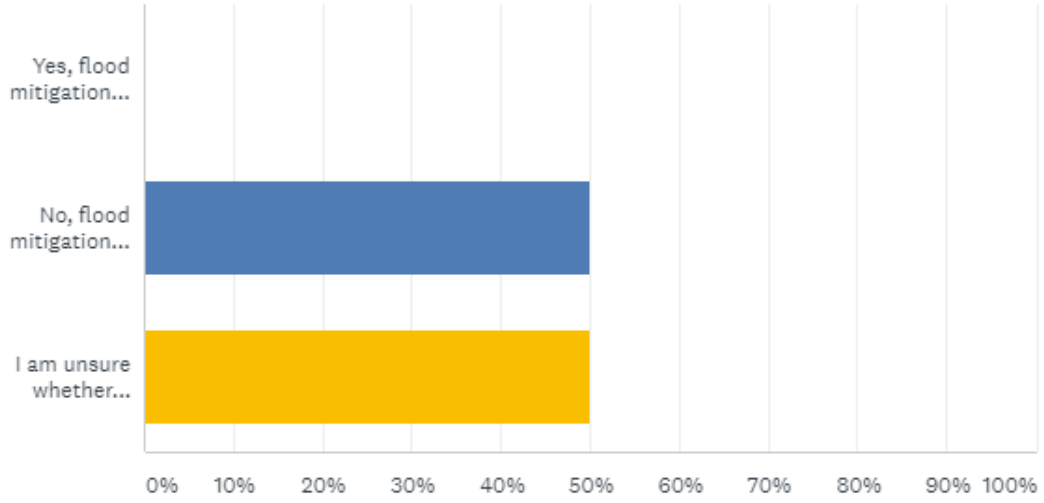


Q18

Customize Export

Have any flood mitigation efforts been implemented to your property? (IE.steps taken to remedy or improve structural vulnerability to flooding or flood proofing your property)

Answered: 2 Skipped: 1



ANSWER CHOICES	RESPONSES	
Yes, flood mitigation efforts have been implemented on my property.	0.00%	0
No, flood mitigation efforts have not been implemented on my property.	50.00%	1
I am unsure whether mitigation efforts have been implemented on my property.	50.00%	1
TOTAL		2

Q19

Export

Describe the mitigation efforts conducted on your property.

Answered: 0 Skipped: 3

RESPONSES (0) TEXT ANALYSIS TAGS (0)

Add Tags Filter by Tag Search responses

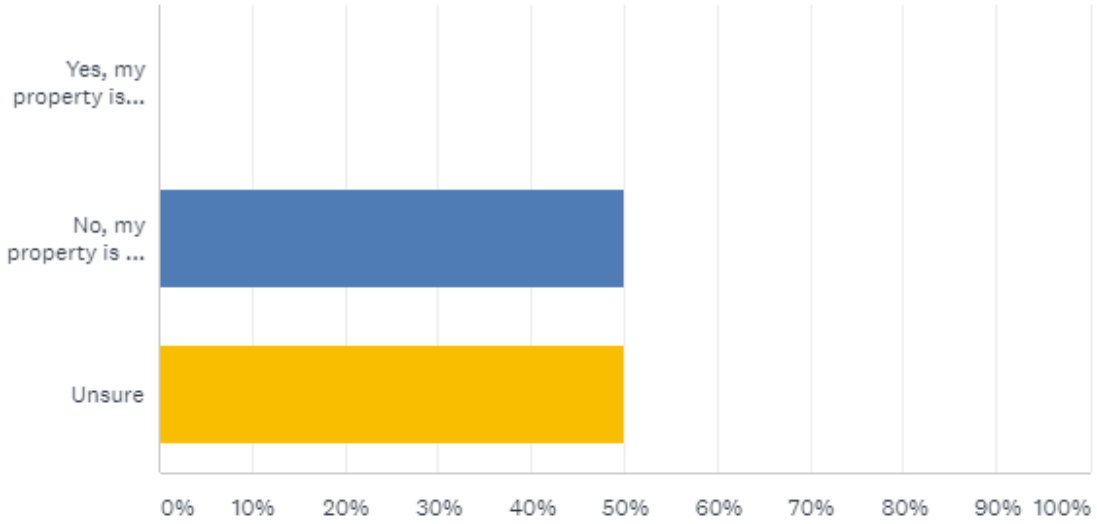
Showing **0** responses

Q20

Customize Export

Is your property classified as a repetitive flood loss property?

Answered: 2 Skipped: 1



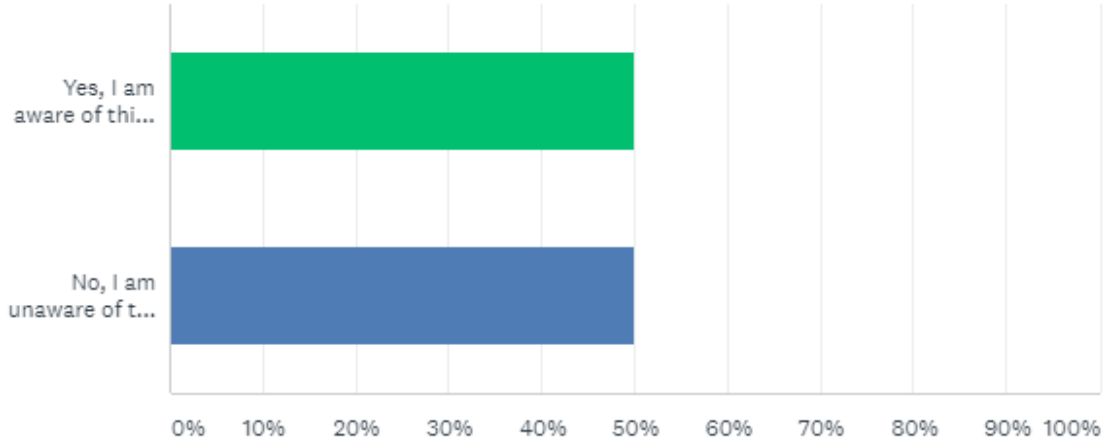
ANSWER CHOICES	RESPONSES	
Yes, my property is classified as a repetitive flood loss property	0.00%	0
No, my property is not classified as a repetitive flood loss property	50.00%	1
Unsure	50.00%	1
TOTAL		2

Q21

Customize Export

Did you know that you can view the current flood plain and other County-wide resources at the following web site: http://www.volusia.org/services/public-protection/emergency-management/ ?

Answered: 2 Skipped: 1



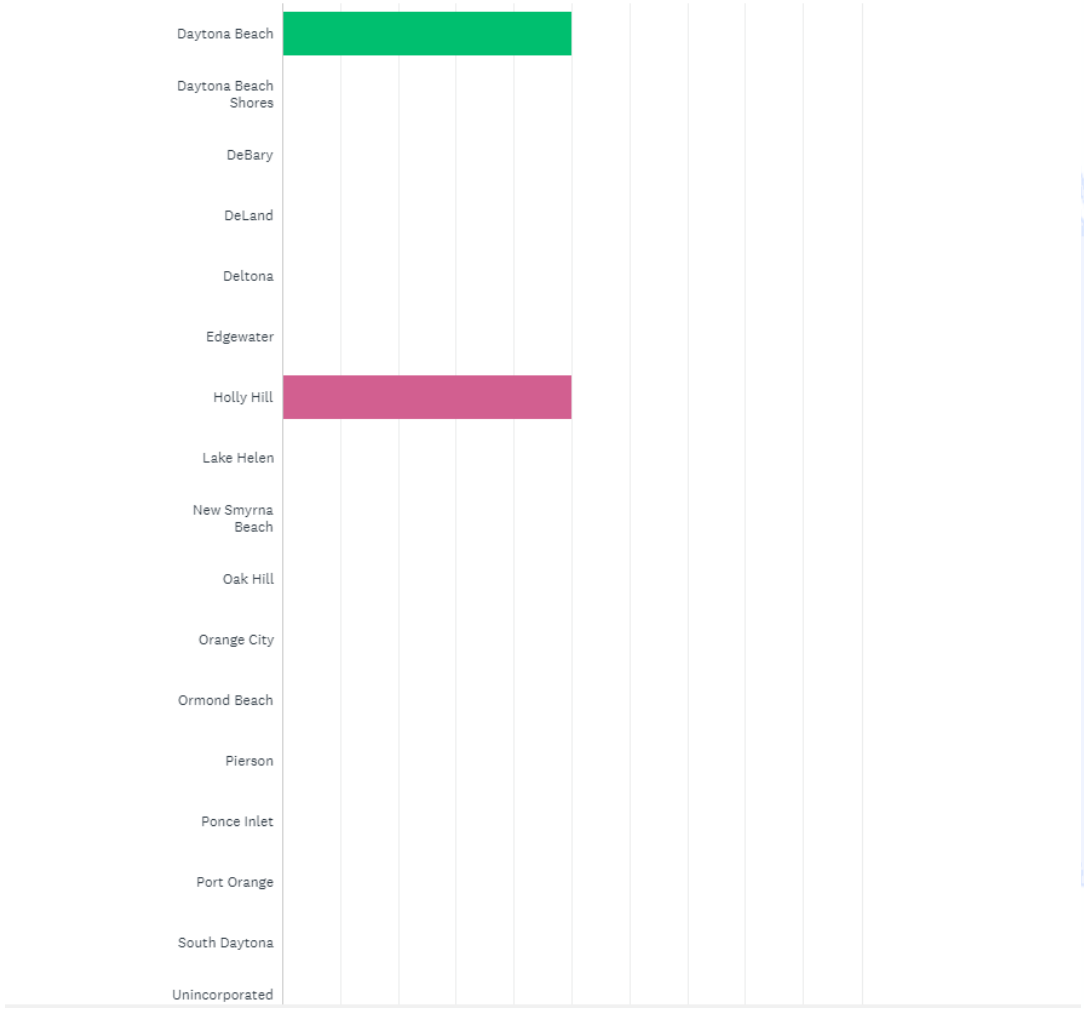
ANSWER CHOICES	RESPONSES	
Yes, I am aware of this web site	50.00%	1
No, I am unaware of this web site	50.00%	1
TOTAL		2

Q22

Customize Export

Your property is located in which jurisdiction?

Answered: 2 Skipped: 1

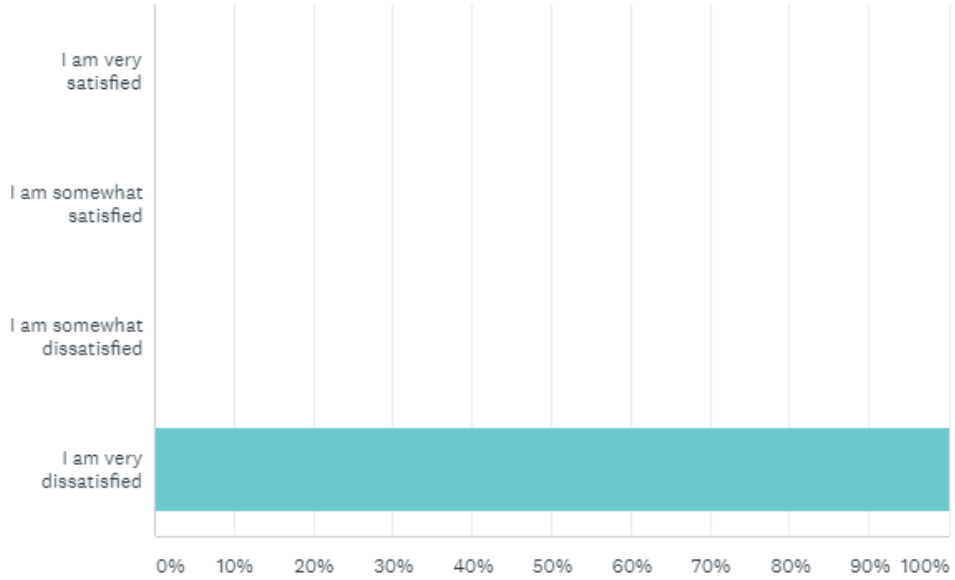


Q23

Customize Export

How satisfied are you with how your jurisdiction handles public involvement and outreach concerning flood hazards in your area?

Answered: 2 Skipped: 1



ANSWER CHOICES	RESPONSES	
I am very satisfied	0.00%	0
I am somewhat satisfied	0.00%	0
I am somewhat dissatisfied	0.00%	0
I am very dissatisfied	100.00%	2
TOTAL		2

Appendix D
Neighborhood Association Survey

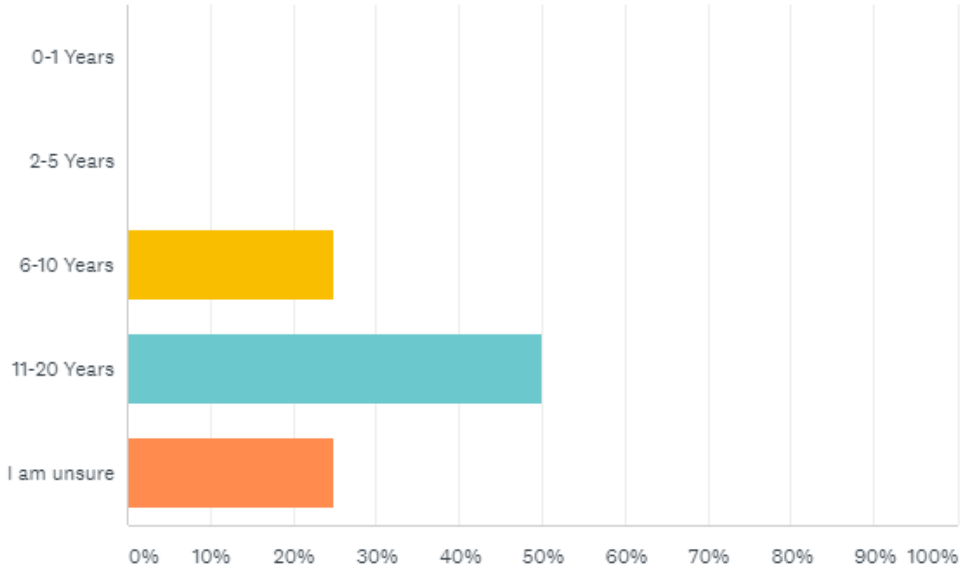
The following statistics were compiled for each of the questions on the Neighborhood Association Survey:

Q1

Customize Export

How long has your neighborhood association been active?

Answered: 4 Skipped: 0



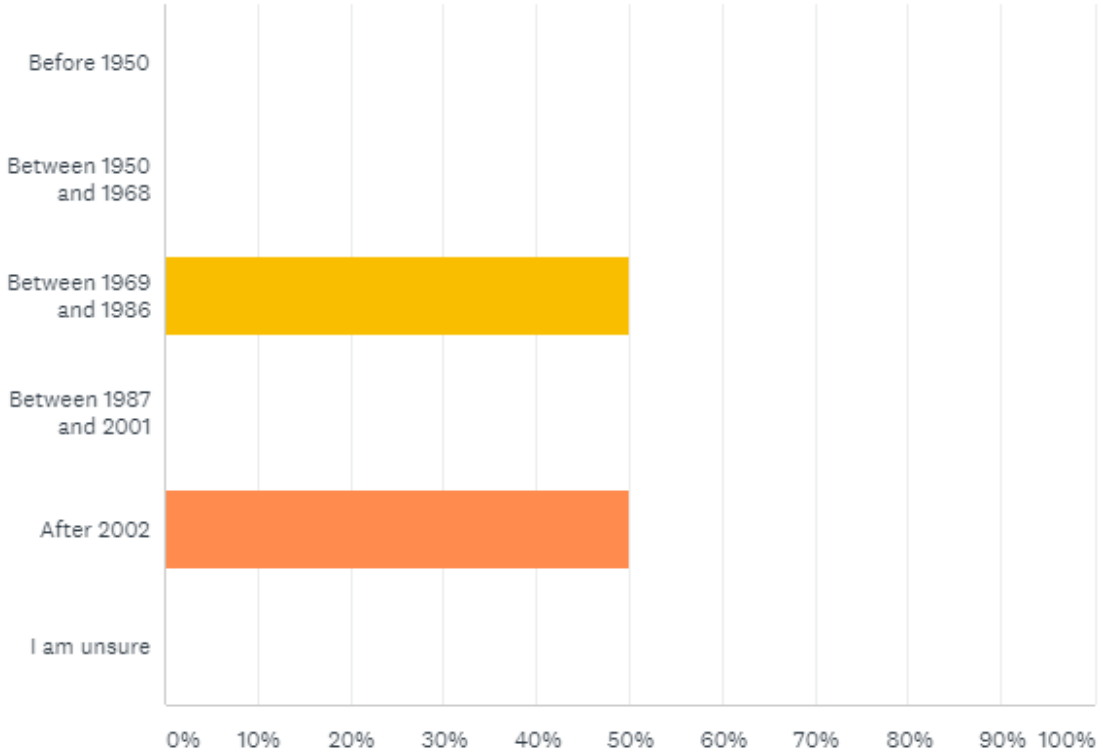
ANSWER CHOICES	RESPONSES	
0-1 Years	0.00%	0
2-5 Years	0.00%	0
6-10 Years	25.00%	1
11-20 Years	50.00%	2
I am unsure	25.00%	1
TOTAL		4

Q2

Customize Export

In what year were the homes in your coverage area built?

Answered: 4 Skipped: 0

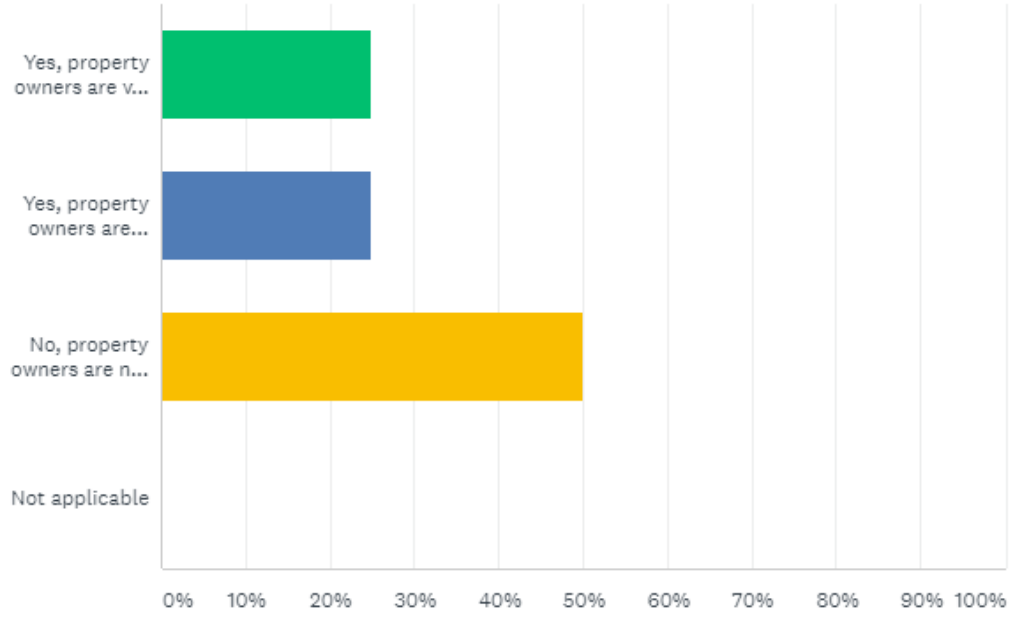


Q3

Customize Export

Is flooding a real concern for property owners in your association?

Answered: 4 Skipped: 0



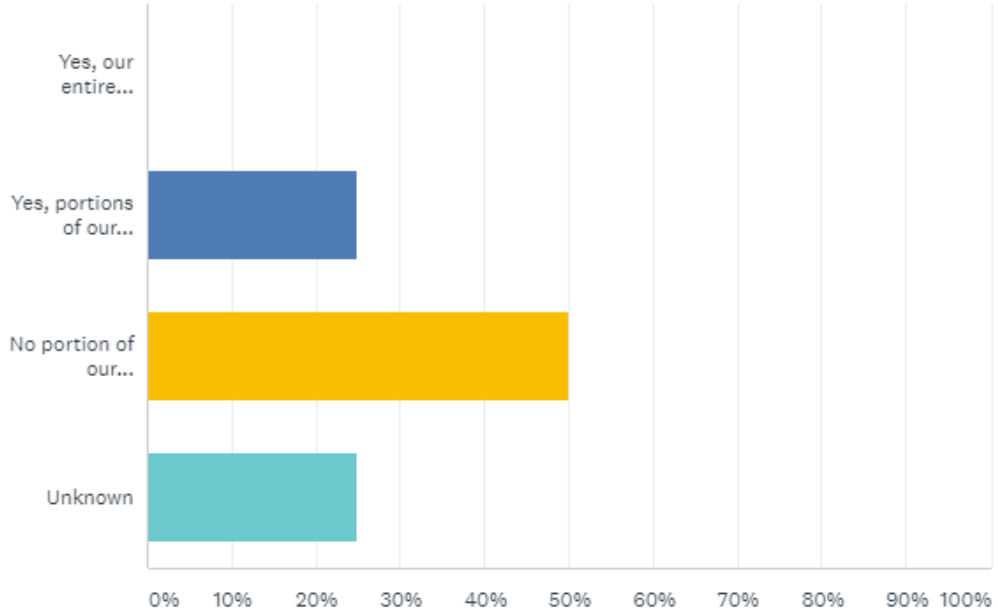
ANSWER CHOICES	RESPONSES	
Yes, property owners are very concerned about flooding	25.00%	1
Yes, property owners are somewhat concerned about flooding	25.00%	1
No, property owners are not concerned about flooding	50.00%	2
Not applicable	0.00%	0
TOTAL		4

Q4

Customize Export

Is your Homeowner's Association neighborhood located in the flood plain?

Answered: 4 Skipped: 0



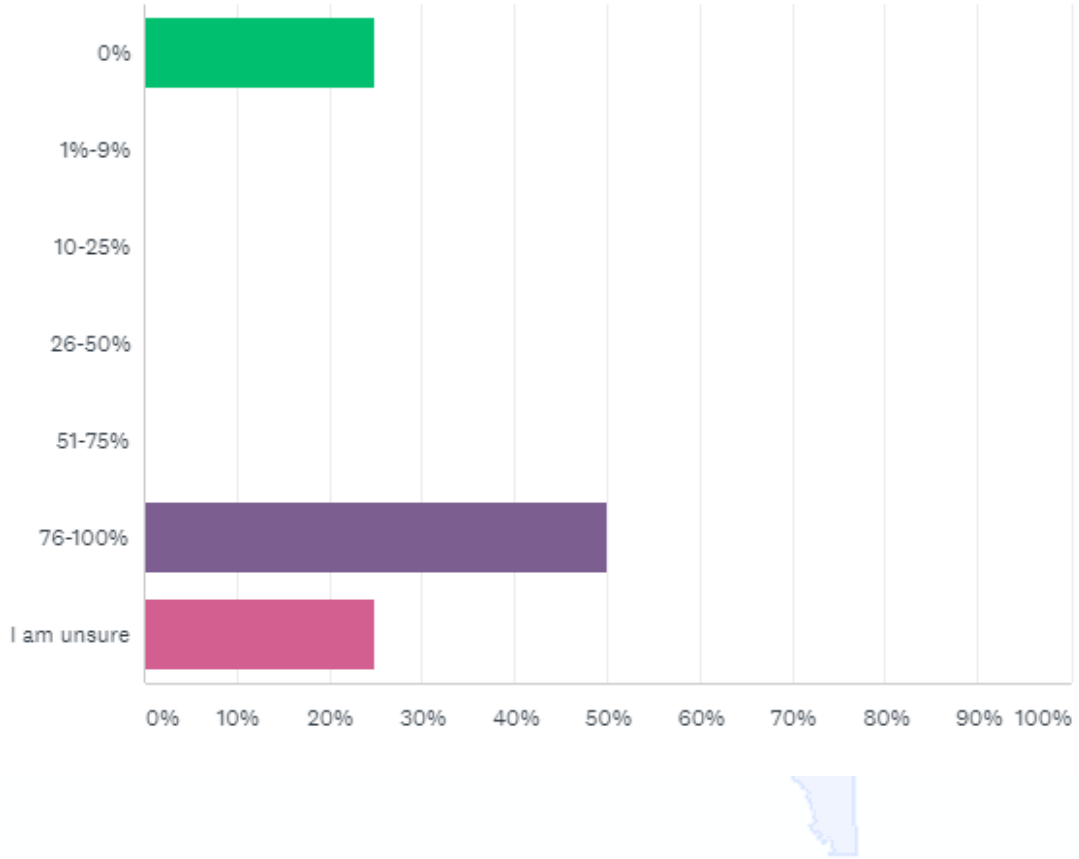
ANSWER CHOICES	RESPONSES	
Yes, our entire neighborhood is located in the flood plain	0.00%	0
Yes, portions of our neighborhood are located in the floodplain	25.00%	1
No portion of our neighborhood is located in the floodplain	50.00%	2
Unknown	25.00%	1
TOTAL		4

Q5

Customize Export

Approximately what percentage of the homes within your association are within a designated flood hazard zone?

Answered: 4 Skipped: 0

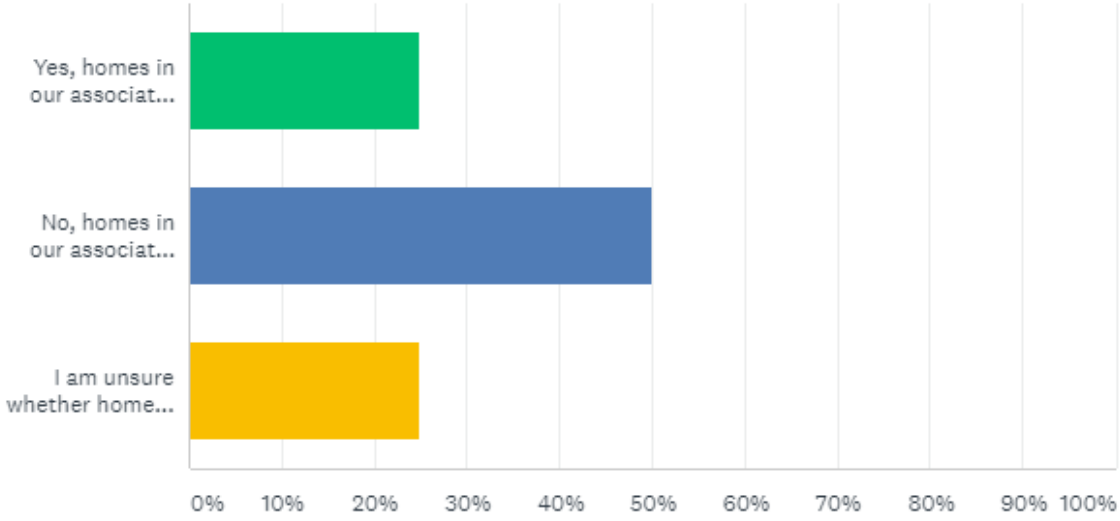


Q6

Customize Export

Have homes in your association area ever been flooded due to natural environmental causes?

Answered: 4 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes, homes in our association area have flooded.	25.00%	1
No, homes in our association area have never flooded.	50.00%	2
I am unsure whether homes in our association have flooded.	25.00%	1
TOTAL		4

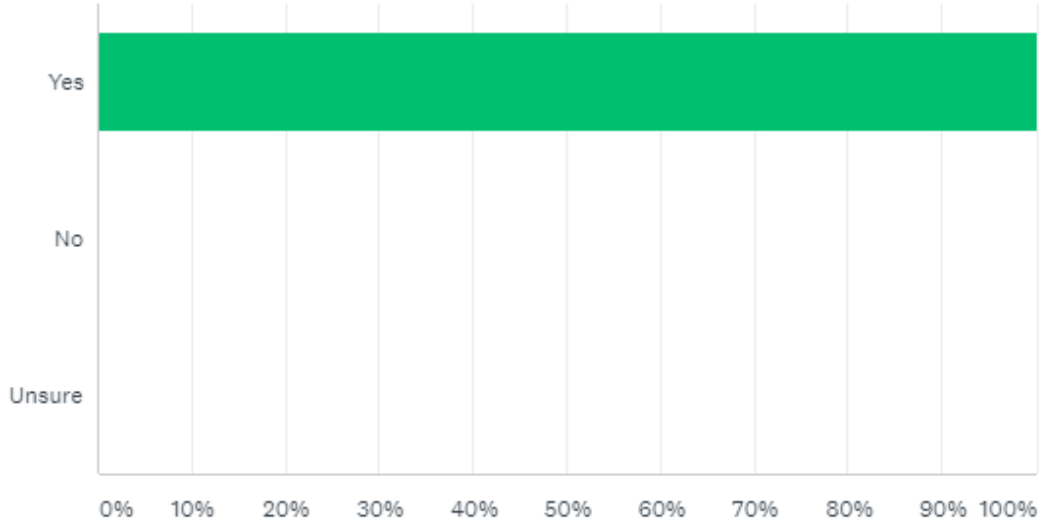
Comments (0)

Q7

Customize Export

If you answered yes to the previous question, has there been an increase in the frequency and duration of these flood events?

Answered: 2 Skipped: 2



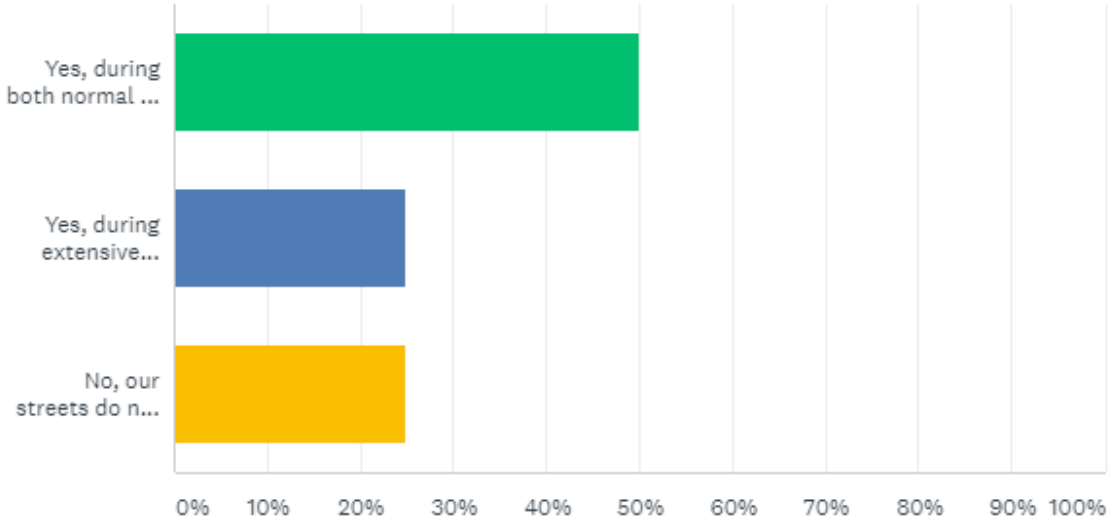
ANSWER CHOICES	RESPONSES	
Yes	100.00%	2
No	0.00%	0
Unsure	0.00%	0
TOTAL		2

Q8

Customize Export

Do the roadways in your neighborhood experience major flooding during normal or extensive rainfall?

Answered: 4 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes, during both normal and extensive	50.00%	2
Yes, during extensive rainfall only	25.00%	1
No, our streets do not normally flood	25.00%	1
TOTAL		4

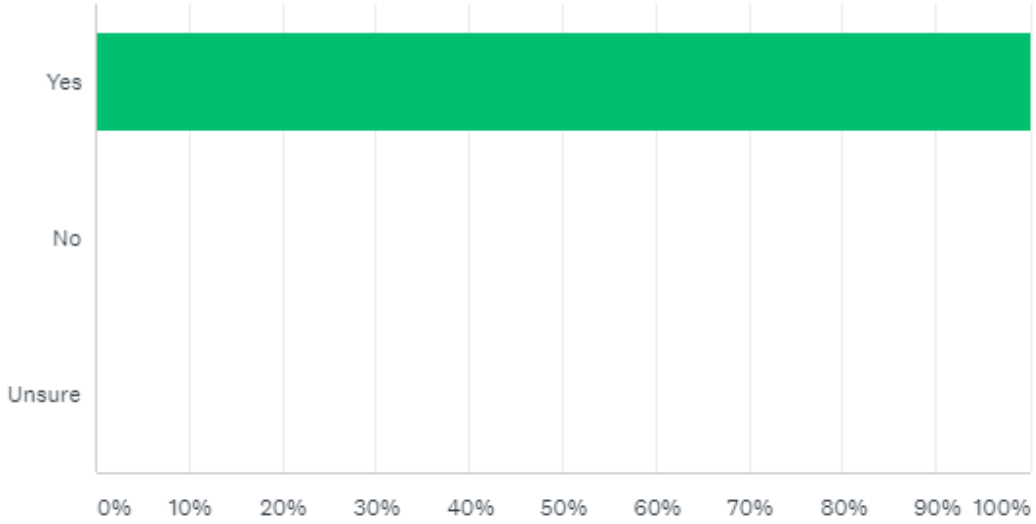
Comments (0)

Q9

Customize Export

If you answered yes to the previous question, has there been an increase in the frequency and duration of these flood events?

Answered: 2 Skipped: 2

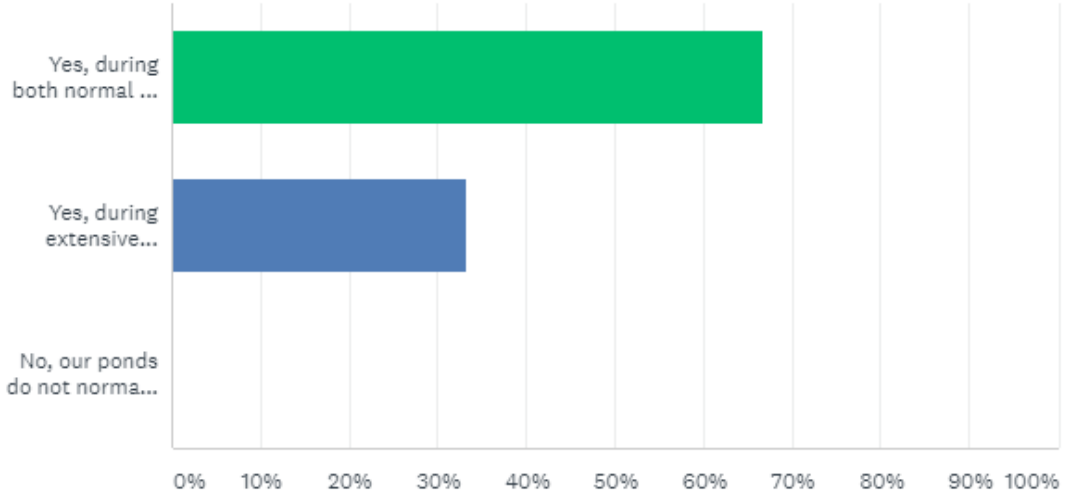


Q10

Customize Export

Do retention ponds in your neighborhood flood during normal or extensive rainfall?

Answered: 3 Skipped: 1



ANSWER CHOICES	RESPONSES	
Yes, during both normal and extensive	66.67%	2
Yes, during extensive rainfall only	33.33%	1
No, our ponds do not normally flood	0.00%	0
TOTAL		3

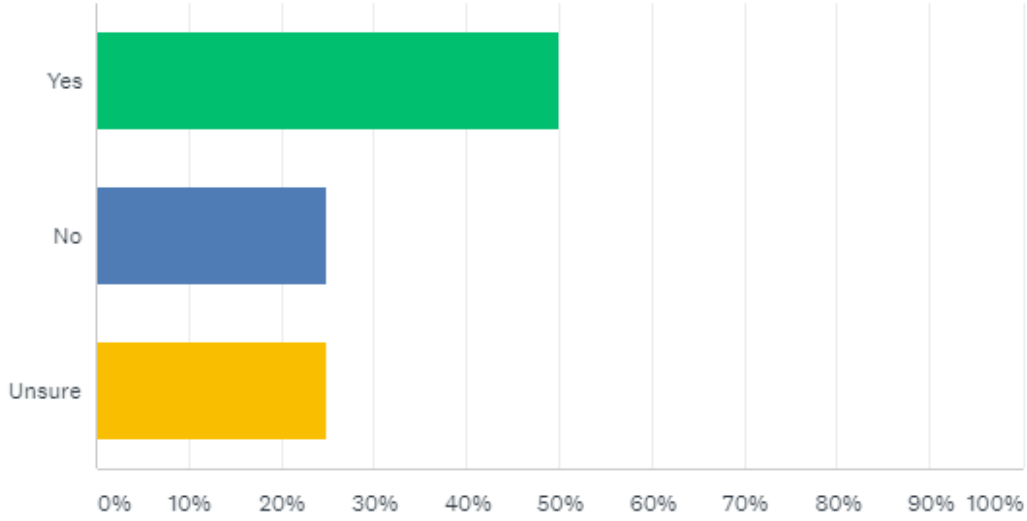
Comments (2)

Q11

Customize Export

If you answered yes to the previous questions, has there been an increase in the frequency and duration of these flood events?

Answered: 4 Skipped: 0



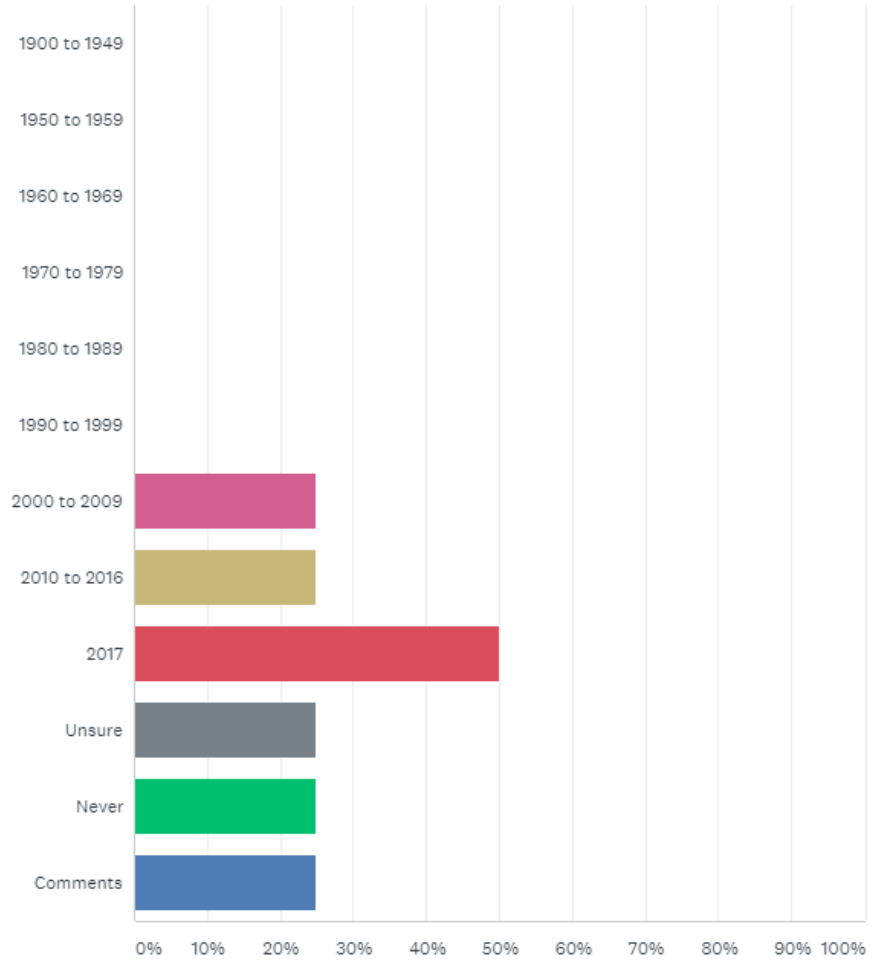
ANSWER CHOICES	RESPONSES	
Yes	50.00%	2
No	25.00%	1
Unsure	25.00%	1
TOTAL		4

Q12

Customize Export

To the best of your knowledge, during which time period did a home in your association area last flood? (Check all that apply)

Answered: 4 Skipped: 0

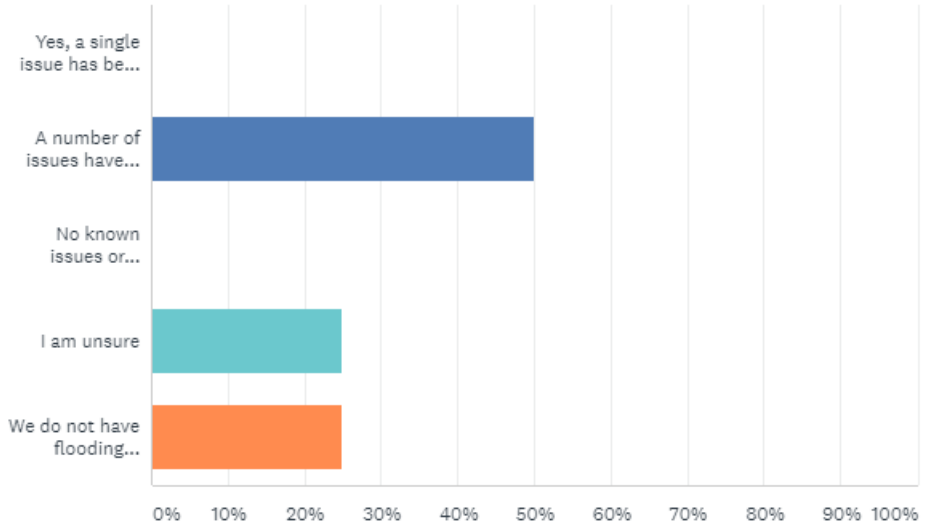


Q13

Customize Export

Has a known problem area been identified as the source of most flooding issues experienced by your neighborhood?

Answered: 4 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes, a single issue has been identified as the main contributor to the flooding.	0.00%	0
A number of issues have been identified which contribute to the flooding.	50.00%	2
No known issues or sources have been identified which contribute to the flooding.	0.00%	0
I am unsure	25.00%	1
We do not have flooding issues.	25.00%	1
TOTAL		4

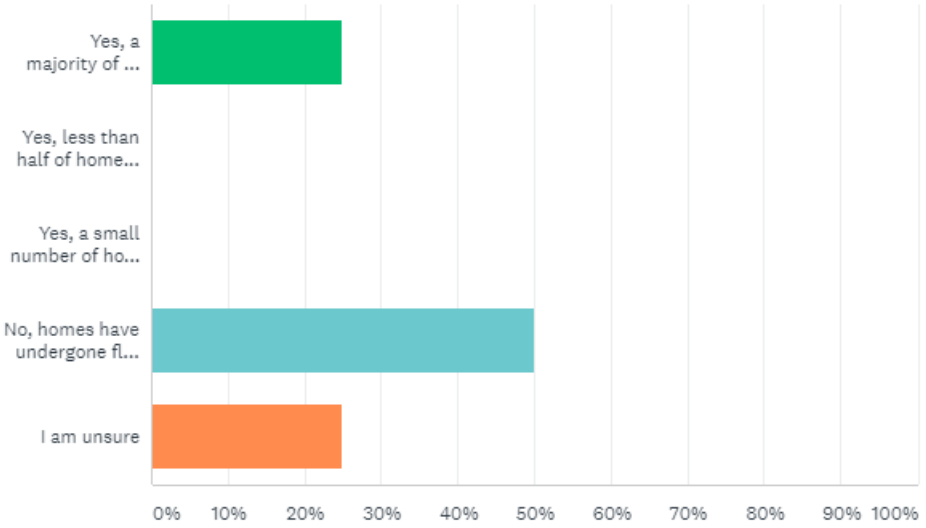
Comments (1)

Q14

Customize Export

Have homes in your association undergone flood mitigation efforts? (i.e. steps taken to remedy or improve structural vulnerability to flooding or flood proofing your home)

Answered: 4 Skipped: 0



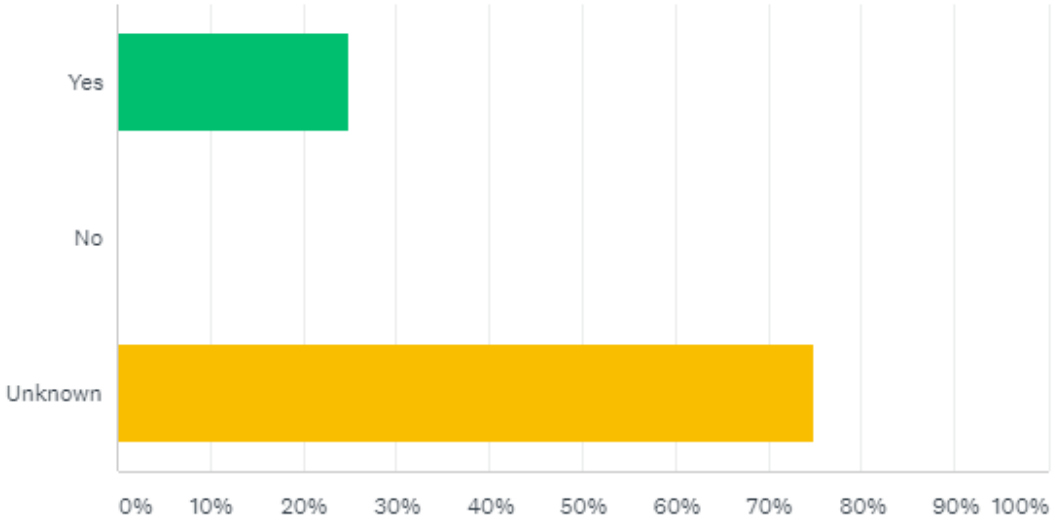
ANSWER CHOICES	RESPONSES	
Yes, a majority of the homes have undergone flood mitigation efforts	25.00%	1
Yes, less than half of homes have undergone flood mitigation efforts	0.00%	0
Yes, a small number of homes have undergone flood mitigation efforts	0.00%	0
No, homes have undergone flood mitigation efforts	50.00%	2
I am unsure	25.00%	1
TOTAL		4

Q15

Customize Export

Are there any restrictions to structural improvements that, if removed, could possibly reduce the risk of flood loss to properties in your area?

Answered: 4 Skipped: 0



ANSWER CHOICES	RESPONSES	
Yes	25.00%	1
No	0.00%	0
Unknown	75.00%	3
TOTAL		4

Q16

Export

If you answered "Yes" to the previous question, please explain these types of restrictions.

Answered: 1 Skipped: 3

RESPONSES (1) TEXT ANALYSIS TAGS (0)

Add Tags Filter by Tag Search responses

Showing **1** response

Re Sod and rental homes not properly maintained.

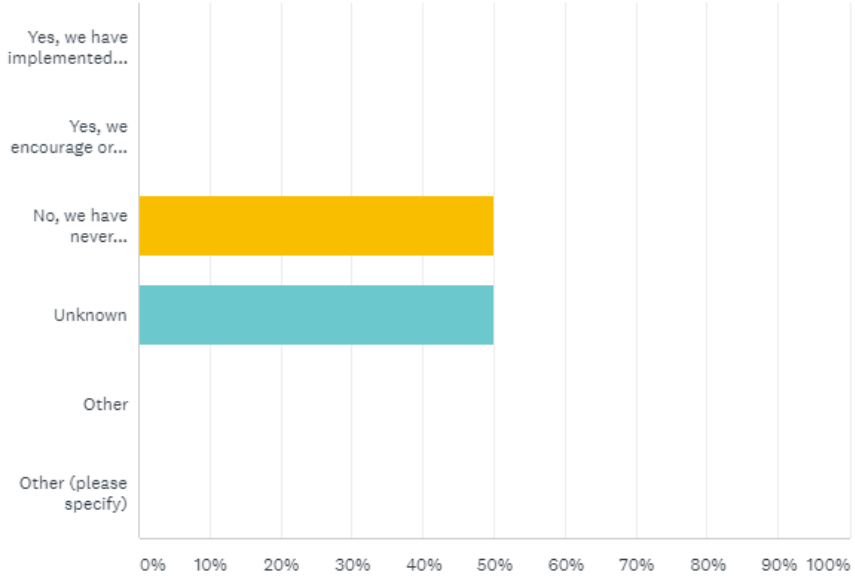
6/13/2018 9:22 PM View respondent's answers Add Tags

Q17

Customize Export

Has your association ever implemented large-scale flood mitigation efforts? (Example: activities to alleviate flood impacts in the community)

Answered: 4 Skipped: 0



ANSWER CHOICES		RESPONSES	
Yes, we have implemented incentive programs		0.00%	0
Yes, we encourage or assist property owners with flood mitigation efforts		0.00%	0
No, we have never implemented large-scale flood mitigation efforts		50.00%	2
Unknown		50.00%	2
Other		0.00%	0
Other (please specify)	Responses	0.00%	0
TOTAL			4

Q18

Export

If you answered 'Yes' to the above question, what types of improvements were made?

Answered: 0 Skipped: 4

RESPONSES (0) TEXT ANALYSIS TAGS (0)

Add Tags Filter by Tag Search responses

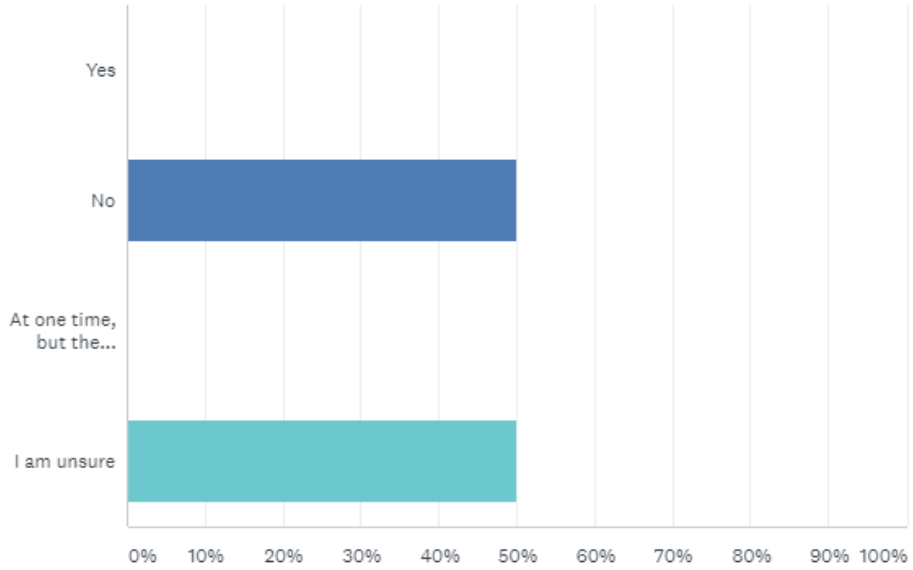
Showing **0** responses

Q19

Customize Export

Are there homes in your association area that are classified as Repetitive Flood Loss properties (defined as a structure that has experienced two floods in the last ten years with at least $1,000 in damages per event)?

Answered: 4 Skipped: 0



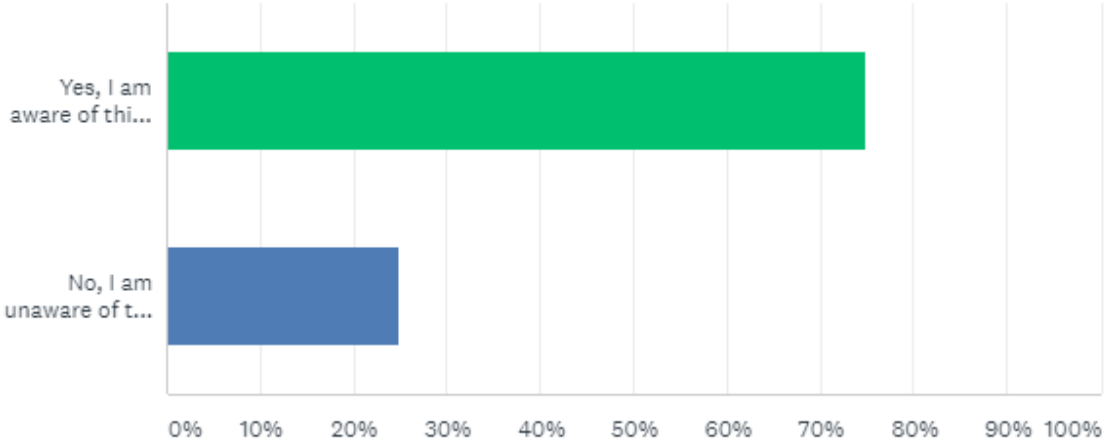
ANSWER CHOICES	RESPONSES	
Yes	0.00%	0
No	50.00%	2
At one time, but the classification has been removed	0.00%	0
I am unsure	50.00%	2
TOTAL		4

Q20

Customize Export

Did you know that you can view the current flood plain and other County-wide resources at the following web site: http://www.volusia.org/services/public-protection/emergency-management

Answered: 4 Skipped: 0



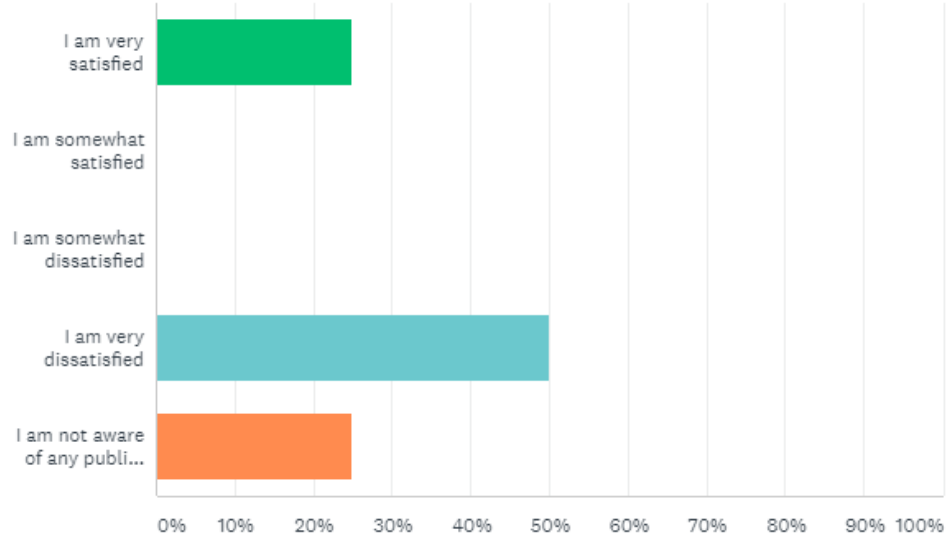
ANSWER CHOICES	RESPONSES	
Yes, I am aware of this web site.	75.00%	3
No, I am unaware of this web site.	25.00%	1
TOTAL		4

Q21

Customize Export

How satisfied are you with how your jurisdiction handles public involvement and outreach concerning flood hazards in your area?

Answered: 4 Skipped: 0



ANSWER CHOICES	RESPONSES	
I am very satisfied	25.00%	1
I am somewhat satisfied	0.00%	0
I am somewhat dissatisfied	0.00%	0
I am very dissatisfied	50.00%	2
I am not aware of any public involvement/outreach efforts concerning flood hazards	25.00%	1
TOTAL		4

Comments (1)

Q22

Export

Enter the name of your Homeowner's Association.

Answered: 3 Skipped: 1

RESPONSES (3) TEXT ANALYSIS TAGS (0)

Add Tags Filter by Tag Search responses

Showing **3** responses

Riviera Village Association, Inc. 6/15/2018 9:32 AM	View respondent's answers	Add Tags
Woodland Ridge HOA 6/14/2018 6:00 PM	View respondent's answers	Add Tags
Fairway Estates 6/13/2018 4:36 PM	View respondent's answers	Add Tags

Q23

Export

Enter Contact Information for your Homeowner's Association.

Answered: 2 Skipped: 2

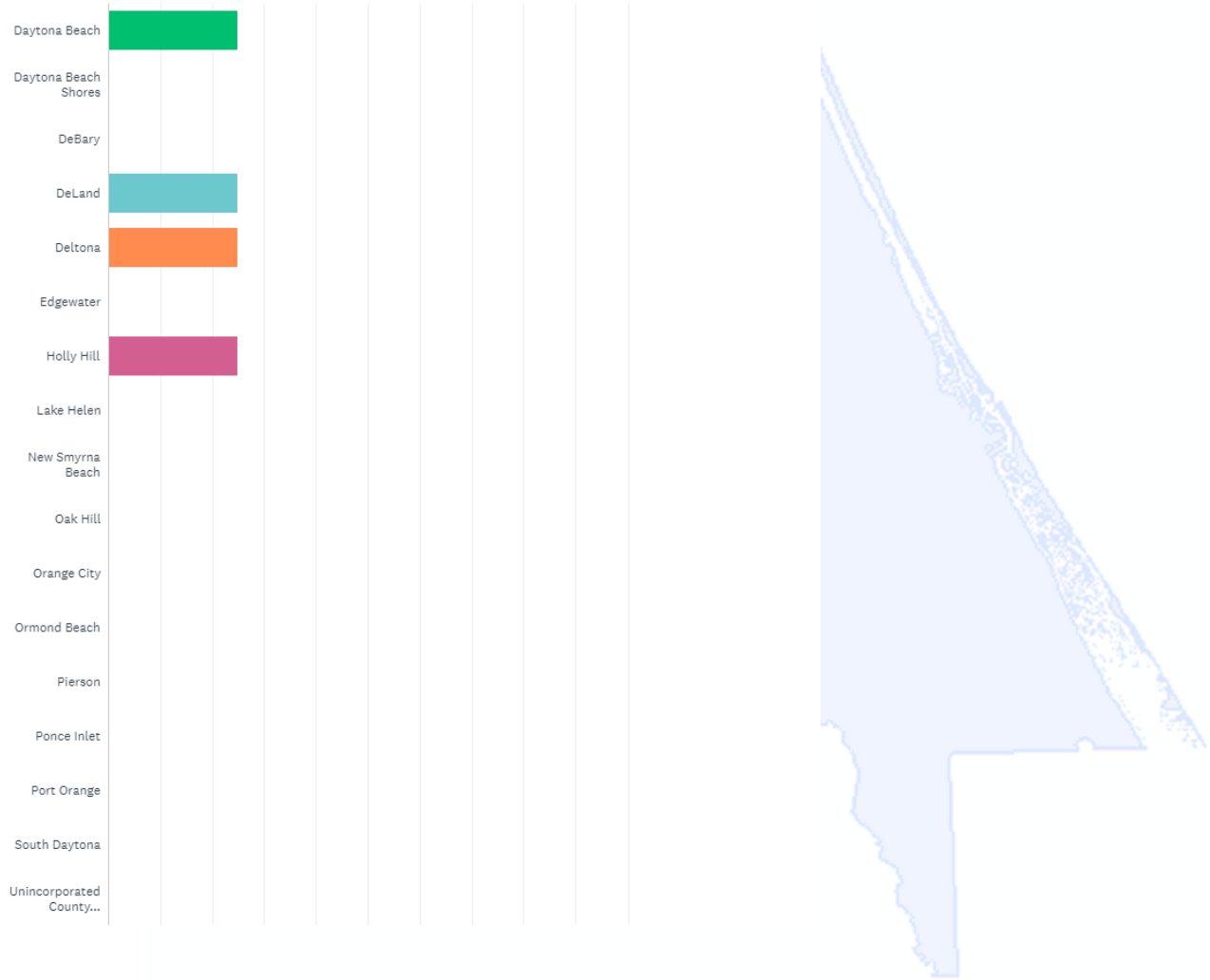
ANSWER CHOICES		RESPONSES	
Name	Responses	100.00%	2
Company	Responses	0.00%	0
Address	Responses	0.00%	0
Address 2	Responses	0.00%	0
City/Town	Responses	0.00%	0
State/Province	Responses	0.00%	0
ZIP/Postal Code	Responses	0.00%	0
Country	Responses	0.00%	0
Email Address	Responses	0.00%	0
Phone Number	Responses	100.00%	2

Q24

Customize Export

Your Homeowner's Association is located in what jurisdiction?

Answered: 4 Skipped: 0



Appendix E
Public Meeting Information

Overview

Public meetings were held on June 15th, 2018 in DeLand and June 18th, 2018 in Daytona Beach to gather feedback from the public and update the public on the progression of the plan. Two hard copies of the Draft Plan were provided at each meeting, and links to the plan (online) were distributed.

Meeting Format

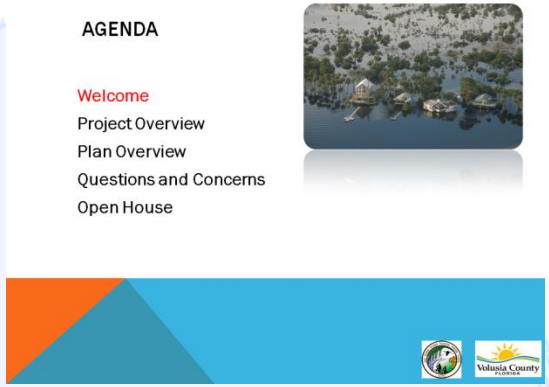
The public meetings began with introductions of all persons in attendance, including residents and the project team. PJ Smith of the planning team then presented the plan via the PowerPoint included in this portion of the report. Following the presentation, hard copies of the plan were looked over by members of the public. Larry LaHue (VCEM), Aubrie Austin (VCEM), Michelle Cechowski (ECFRPC), Mark Reali (ECFRPC) and PJ Smith (ECFRPC) then answered questions from the public. The presentation portion of each meeting took approximately ten to fifteen minutes, while the discussions lasted for over one hour. Following the discussion, the project team stayed in the meeting location until the meeting window closed to ensure that all members of the public (even those arriving late) were heard.

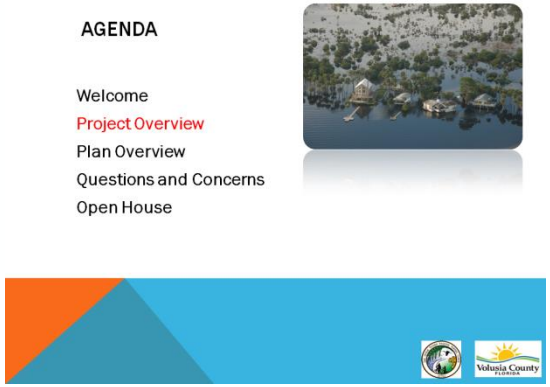
Documents within this Appendix

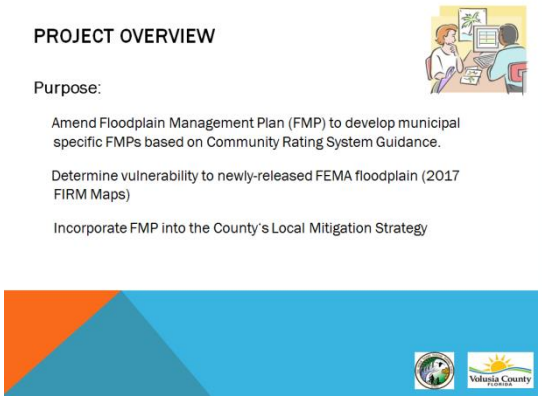
The following documents are provided within this Appendix:

- PowerPoint Presentation (6/15)
- Sign In Sheet (6/15)
- PowerPoint Presentation (6/18)
- Sign In Sheet (6/18)
- Press Release for Public Meetings

PowerPoint Presentation (6/15/2018)







6/15 PowerPoint (Continued)

OTHER STEPS

- Assessment of the flood hazard using best available data (2017 DFIRM Maps).
- Review past flood claims and issues.
- Describe areas that provide natural and beneficial functions and habitat for rare and endangered species
- Analyze current and future development, redevelopment and population trends in comparison to the extent of the 100-year and 500-year floodplains.

FINAL STEPS

- Finalize Draft Plan
  Incorporation of all comments on the Draft Plan
- Adopt the Plan
  The County and all 16 jurisdictions will enact Resolutions of Adoption to adopt the plan.

AGENDA

Welcome
Project Overview
Plan Overview
Questions and Concerns
Open House

PLAN OVERVIEW

- ✓ Planning Process
- Vulnerability Assessment
  - Impacts on Life, Safety & Health
  - Critical Facility Exposure
  - Property Value Exposure
  - Exposure by Land Use
  - Repetitive Loss Property Analysis
  - Flood Claim Analysis
- Mitigation Strategy and Action Plan

MITIGATION STRATEGIES

- Flood Prevention
- Property Preventative
- Natural Resource Protection
- Emergency Services
- Structural Projects
- Public Education and Awareness

OTHER PLAN SECTIONS

- Appendix A – Jurisdiction Profiles
  - Goals and Objectives
  - Flood Maps
  - Exposure Data (Land Use, Financial, Repetitive Loss)
- Appendix B – Public Survey Information
- Appendix C – Business Survey Information
- Appendix D – Neighborhood Association Survey
- Appendix E – Public Meeting Information
- Appendix G – Action Plan
- Appendix H – Public Comment on Draft Plan
- Appendix F & I – Resolutions of Support & Resolutions of Adoption

6/15 PowerPoint (Continued)

DRAFT FMP

Go to www.ecfrpc.org to view the draft Floodplain Management Plan

***Appendices will be added at the conclusion of public comment

Feedback:

Please email your feedback to Tara McCue at tara@ecfrpc.org.

The feedback deadline is July 10th, 2018.

QUESTIONS

Has the process of updating the Volusia County Floodplain Management Plan provided you with more knowledge of the purpose of the plan?

How satisfied are you with the public outreach conducted as part of the planning process for the plan update?

What additional feedback do you have concerning the Floodplain Management Plan?

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OPEN HOUSE

Contact Us

Larry LaHue (llahue@volusia.org)
Aubrie Austin (alaustin@volusia.org)

Tara McCue (tara@ecfrpc.org)
Michelle Cechowski (michelle@ecfrpc.org)
PJ Smith (pjsmith@ecfrpc.org)
Mark Reali (mreali@ecfrpc.org)

Sign In Sheet (6/15/2018)

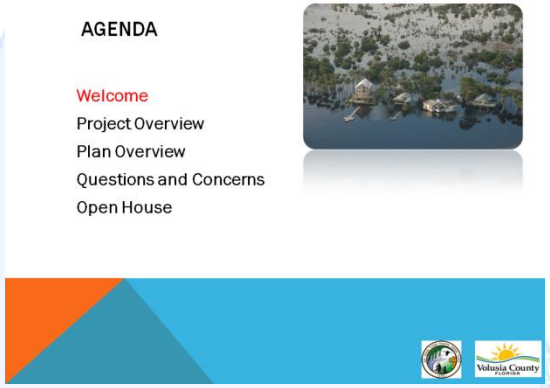
Volusia County Floodplain Management Plan
Public Meeting

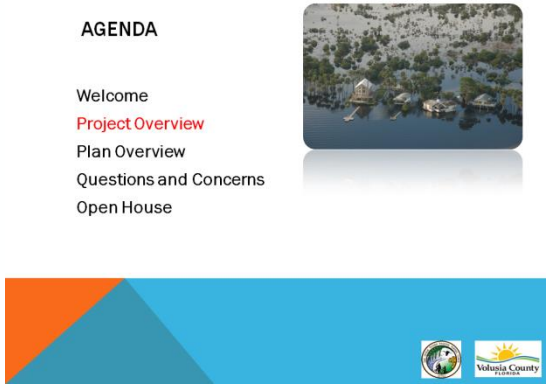
June 15, 2018
9:30 AM – 12:00 pm
DeLand Regional Library

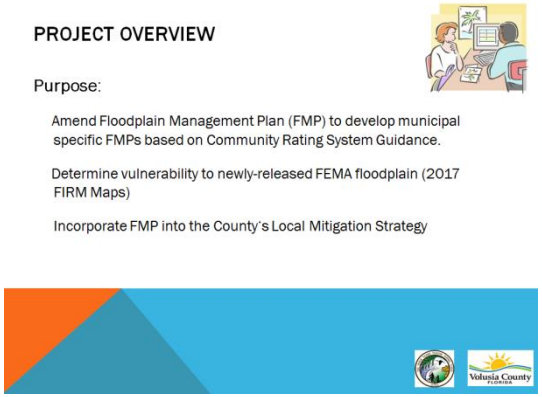
Volusia County
FLORIDA

NAME	Zip Code	Phone Number	Email Address
Suze Peace	32724	386-837-5469	4sfpeace@bellsouth.net
Larry Lalive	32174	386-254-1500	llalive@volusia.org
FRED PEACE	32724	386-738-0924	4sfpeace@bellsouth.net
Michelle Cechowski	32720	407-402-3761	michelle@ecfrpc.org
Aubrie Austin	32724	386 214 0029	alaustin@volusia.org
PJ SMITH	32801 (NON-VOLUSIA)	407-496-5463	PJSMITH@ECFRPC.ORG
Mark Reali	34758	256 337 0872	mreali@ecfrpc.org

PowerPoint Presentation (6/18/2018)







6/18 PowerPoint (Continued)

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6/18 PowerPoint (Continued)

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Michelle Cechowski (michelle@ecfrpc.org)
PJ Smith (pjsmith@ecfrpc.org)
Mark Reali (mreali@ecfrpc.org)

Sign In Sheet (6/18/2018)

Volusia County Floodplain Management Plan
Public Meeting

June 18, 2018
9:30 AM – 12:00 pm
City Island Library, Daytona Beach

Volusia County
FLORIDA

NAME	Zip Code	Phone Number	Email Address
Donald A. Roman	32174	386-453-6456	andanteroman@mac.com
Michael Harbour	32117	386-255-6286	skyhiscifi@gmail
Larry Lahue	32174	386-254-1500	llahue@volusia.org
PJ Smith	32801	407-496-5463	PJSMITH@ECFRPC.ORG
Michelle Cechowski	32720	407-402-3761	michelle@ecfrpc.org
Aubrie Austin	32724	386 214 0019	alaustin@volusia.org

Press Release

Volusia County
FLORIDA

NEWS FOR IMMEDIATE RELEASE

June 6, 2018

Contact: Shelley Szafraniec, APR, CPRC
386-822-5062, ext. 15637

Public input sought on floodplain management plan

Volusia County's Emergency Management Division will host two public meetings to engage the community in the development of the Floodplain Management Plan. At the meetings the public can review and comment on the plan.

The meetings will be:

- 9:30 a.m. to noon
  Friday, June 15, at the Deland Regional Library, 130 E. Howry Ave., DeLand

- 9 a.m. to noon
  Monday, June 18, at the Daytona Beach Regional Library, 105 E. Magnolia Ave., Daytona Beach

The draft plan will be posted on www.ecfrpc.org on June 15th, 2018.

There are also several surveys available to provide comment. Residents are asked to complete the surveys and can complete more than one if applicable. The survey links are:

Business: https://www.surveymonkey.com/r/2018VCBusiness
Public: https://www.surveymonkey.com/r/2018VCPublic
Neighborhood: https://www.surveymonkey.com/r/2018VCNeighborhood

For more information, a copy of the agenda or to submit a comment by email, contact Michelle Cechowski at 407-245-0300 ext. 317. The deadline to submit comment is July 31st, 2018.

-30-

www.volusia.org

VOLUSIA COUNTY COUNCIL

ED KELLEY	JOYCE M. CUSACK	DEBORAH DENYS	PAT PATTERSON	BILLIE WHEELER	HEATHER POST	DR. FRED LOWRY
COUNTY CHAIR	AT-LARGE	VICE CHAIR, DISTRICT 3	DISTRICT 1	DISTRICT 2	DISTRICT 4	DISTRICT 5

Appendix F
Resolutions of Support

RESOLUTION NO. 18-236

A RESOLUTION IN SUPPORT OF THE PLANNING PROCESS OF THE EAST CENTRAL FLORIDA REGIONAL PLANNING COUNCIL FOR THE DEVELOPMENT AND INTEGRATION OF "THE VOLUSIA COUNTY LOCAL MITIGATION STRATEGY AND THE CITY'S FLOODPLAIN MANAGEMENT PLAN"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, coastal and riverine flooding are significant threats to the safety of residents of Volusia County and its municipalities; and

WHEREAS, the National Flood Insurance Program (NFIP) provides federally supported flood insurance in communities that regulate development in floodplains; and

WHEREAS, the Community Rating System ("CRS") grades the various community Floodplain Management programs and reduces flood insurance premiums in those communities that meet certain requirements; and

WHEREAS, in an effort to reduce the potential for personal/property losses in flood-prone areas and ensure the lowest possible flood insurance premiums for residents, Volusia County has contracted with East Central Florida Regional Planning Council to draft the revised Floodplain Management Plan in alignment with the CRS Guidelines; and

WHEREAS, the East Central Florida Regional Planning Council is also required to integrate the FMP into the Local Mitigation Strategy; and

WHEREAS, the Floodplain Management Plan will be completed in August of 2018; and

WHEREAS, Interim Utilities Director recommends the City support the planning process of the East Central Florida Regional Planning Council to further the goals of the Community Rating System and National Flood Insurance Program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DAYTONA BEACH, FLORIDA:

SECTION 1. The City Commission considers the Floodplain Management Plan to be of the utmost importance to the City and supports the Floodplain Management Plan planning process.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

Derrick L. Henry

DERRICK L. HENRY
Mayor

ATTEST:

Letitia LaMagna

LETITIA LAMAGNA
City Clerk

Adopted: July 18, 2018

RESOLUTION NO. 2018-08

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA IN SUPPORT OF THE PLANNING PROCESS FOR THE DEVELOPMENT OF THE REVISED "VOLUSIA COUNTY AND MUNICIPAL FLOODPLAIN MANAGEMENT PLAN"; PROVIDING A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, *Constitution of the State of Florida*, authorizes the City of Daytona Beach Shores to exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, coastal and riverine flooding are significant threats to the safety of residents of Volusia County and its municipalities; and

WHEREAS, the National Flood Insurance Program (NFIP) provides federally supported flood insurance in communities that regulate development in floodplains; and

WHEREAS, the Community Rating System (CRS) grades the various community floodplain management programs and reduces flood insurance premiums in those communities that meet certain requirements; and

WHEREAS, in an effort to reduce the potential for personal/property losses in flood-prone areas and ensure the lowest possible flood insurance premiums for residents, the County of Volusia has contracted with the East Central Florida Regional Planning Council (ECFRPC) to draft the revised Floodplain Management Plan (FMP) in alignment with the CRS Guidelines; and

WHEREAS, the ECFRPC is also required to integrate the FMP into the Local Mitigation Strategy; and

WHEREAS, the FMP will be revised in July 2018.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, AS FOLLOWS:

SECTION ONE. FINDING. The City Council of the City of Daytona Beach Shores hereby considers the Floodplain Management Plan to be of the utmost importance to the City of Daytona Beach Shores and supports the Floodplain Management Plan Planning Process.

SECTION TWO. SAVINGS. The prior actions of the City of Daytona Beach Shores relating to floodplain management are hereby ratified and affirmed.

SECTION THREE: CONFLICTS. All resolutions or parts thereof in conflict with this

Resolution are hereby repealed to the extent of such conflict.

SECTION FOUR. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION FIVE. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

CITY OF DAYTONA BEACH SHORES, FLORIDA

By: _____
Mayor, Harry Jennings

ATTEST:

By: _____
Michael T. Booker, City Manager

_____
Cheri Schwab, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
Lonnie Groot, City Attorney

Passed and adopted on first reading this 24 day of July, 2018.

Posted this 24 day of July, 2018.

RESOLUTION NO: 18-17

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEBARY, FLORIDA IN SUPPORT OF THE PLANNING PROCESS FOR THE DEVELOPMENT OF THE REVISED "VOLUSIA COUNTY & MUNICIPAL FLOODPLAIN MANAGEMENT PLAN"

WHEREAS, Coastal and riverine flooding are significant threats to the safety of residents of Volusia County and its municipalities: and,

WHEREAS, The National Flood Insurance Program (NFIP) provides federally supported flood insurance in communities that regulate development in floodplains: and

WHEREAS, The Community Rating System (CRS) grades the various community floodplain management programs and reduces flood insurance premiums in those communities that meet certain requirement: and

WHEREAS, In an effort to reduce the potential for personal/property losses in flood-prone areas and ensure the lowest possible flood insurance premiums for residents, Volusia County has contracted with East Central Florida Regional Planning Council to draft the revised floodplain management plan in alignment with CRS guidelines: and

WHEREAS, The East Central Florida Regional Planning Council is also required to integrate the floodplain management plan into the local mitigation strategy: and

WHEREAS, The floodplain management plan will be revised in July 2018.

The City of DeBary considers the floodplain management plan to be of utmost importance to Volusia County and the City of DeBary, and supports the floodplain management plan planning process.

ADOPTED the 18th day of July, 2018.

CITY COUNCIL
CITY OF DEBARY, FLORIDA

Bob Garcia, Mayor

ATTEST:

Warren Graham, City Clerk

RESOLUTION NO. 2018 -54

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA SUPPORTING THE VOLUSIA INTERGRATED FLOODPLAIN MANAGEMENT PLAN; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, areas of the City of DeLand are vulnerable to the human and economic costs of natural, technological and societal disasters; and

WHEREAS, the City Commission of the City of DeLand recognizes the importance of developing projects and programs to reduce or eliminate those vulnerabilities for the overall good and welfare of the community; and

WHEREAS, proposed projects and programs have been incorporated into the current edition of the Volusia Integrated Floodplain Management Plan that has been prepared and issued for consideration and implementation by the communities and jurisdictions of Volusia County.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF DELAND, FLORIDA:

Section 1. The City of DeLand hereby accepts and approves of its designated portion of the Volusia Integrated Floodplain Management Plan.

Section 2. The City of DeLand accepts and endorses the mitigation goals and objectives established for the countywide plan.

Section 3. The agencies and organizations within the City of DeLand will, upon receipt of such funding or other necessary resources, seek to implement the proposals contained in the City's individual section of the strategy.

Section 4. This Resolution shall become effective immediately upon its adoption.

PASSED AND DULY ADOPTED this 16th day of July, 2018.

Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

RESOLUTION #2018-R-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWATER, FLORIDA; IN SUPPORT OF THE PLANNING PROCESS FOR THE DEVELOPMENT OF THE REVISED "VOLUSIA COUNTY & MUNICIPAL FLOODPLAIN MANAGEMENT PLAN", REPEALING RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Coastal and riverine flooding are significant threats to the safety of residents of Volusia County and its municipalities: and,

WHEREAS, The National Flood Insurance Program (NFIP) provides federally supported flood insurance in communities that regulate development in floodplains: and

WHEREAS, The Community Rating System (CRS) grades the various community floodplain management programs and reduces flood insurance premiums in those communities that meet certain requirement: and

WHEREAS, In an effort to reduce the potential for personal/property losses in flood-prone areas and ensure the lowest possible flood insurance premiums for residents, Volusia County has contracted with East Central Florida Regional Planning Council to draft the revised floodplain management plan in alignment with CRS guidelines: and

WHEREAS, The East Central Florida Regional Planning Council is also required to integrate the floodplain management plan into the local mitigation strategy: and

WHEREAS, The floodplain management plan will be revised in July 2018.

NOW, THEREFORE, be it resolved by the City Council of the City of Edgewater, Florida as follows:

Section 1. The City of Edgewater considers the floodplain management plan to be of utmost importance to Volusia County and the City of Edgewater, and supports the floodplain management plan planning process.

Section 2. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or applications hereof.

Section 3. All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

Section 4. This resolution shall take effect immediately upon its adoption.

THIS SECTION INTENTIONALLY LEFT BLANK

Section 5. After a motion to approve by Councilman Blazi with second by Councilwoman Power, the vote on this resolution was as follows:

	AYE	NAY
Mayor Michael Ignasiak	↘	
Councilwoman Christine Power	↘	
Councilwoman Amy Vogt	↘	
Councilman Dan Blazi	↘	
Councilman Gary Conroy	↘	

PASSED, APPROVED AND ADOPTED this 16th day of July, 2018.

ATTEST:

Robin Matusick
Robin Matusick
City Clerk/Paralegal

CITY COUNCIL OF THE CITY OF EDGEWATER, FLORIDA

By: Michael Ignasiak
Michael Ignasiak
Mayor

For the use and reliance only by the City of Edgewater, Florida. Approved as to form and legality by:
Aaron R. Wolfe, Esquire, City Attorney
Doran, Sims, Wolfe & Ciocchetti

Approved by the City Council of the City of Edgewater at a meeting held on this 16th day of July, 2018 under Item # 5j

RESOLUTION NO. 2018 - 06

A RESOLUTION OF THE CITY OF OAK HILL, VOLUSIA COUNTY, FLORIDA, IN SUPPORT OF THE PLANNING PROCESS FOR THE DEVELOPMENT OF THE REVISED "VOLUSIA COUNTY & MUNICIPALITY FLOODPLAIN MANAGEMENT PLAN"; PROVIDING FOR SEVERABILITY;REPEALING RESOLUTIONS IN CONFLICT HEREWITH AND ESTABLISHING FOR AN EFFECTIVE DATE.

WHEREAS, coastal and riverine flooding are significant threats to the safety of residents of Volusia County and its municipalities; and

WHEREAS, the National Flood Insurance Program (NFIP) provides federally supported flood insurance in communities that regulate development in floodplains; and

WHEREAS, the Community Rating System (CRS) grades the various community floodplain management programs and reduces flood insurance premiums in those communities that meet certain requirements; and

WHEREAS, in an effort to reduce the potential for personal/property losses in flood-prone areas and ensure the lowest possible flood insurance premiums for residents, Volusia County has contracted with East Central Florida Regional Planning Council to draft the revised floodplain management plan in alignment with the CRS guidelines; and

WHEREAS, the East Central Florida Regional Planning Council is also required to integrate the FMP into the local mitigation strategy; and

WHEREAS, the floodplain management plan will be completed in July of 2018; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF OAK HILL, FLORIDA:

Section 1. The City Commission of the City of Oak Hill hereby considers the floodplain management plan to be of upmost importance to the City of Oak Hill and supports the floodplain management plan planning process.

Section 2. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such

Section 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed.

Section 4. This resolution shall take effect upon adoption.

It was moved by Commissioner Bittle and seconded by Commissioner Lindlau that said Resolution 2018 - 06, is passed on first reading. A roll call vote of the City Commission on said motion resulted as follows:

Mayor Gibson	YES
Vice Mayor Hyatt	YES
Commissioner Lindlau, Seat #2	YES
Commissioner Bittle, Seat #3	YES
Commissioner Bracy, Seat#4	YES

Passed upon first reading this 9th day of July, 2018.

Douglas A Gibson, Mayor

ATTEST:

Kohn Evans

City Clerk/Administrator

Approved as to form and legality for the use and reliance of the City of Oak Hill, Florida, only.

Scott E. Simpson, City Attorney

RESOLUTION NO. 2018-90

A RESOLUTION OF THE CITY OF ORMOND BEACH SUPPORTING THE PLANNING PROCESS TO UPDATE THE VOLUSIA COUNTY MULTI-JURISDICTIONAL LOCAL MITIGATION STRATEGY THROUGH THE DEVELOPMENT OF A REVISED INTEGRATED FLOODPLAIN MANAGEMENT PLAN, AND SETTING FORTH AN EFFECTIVE DATE .

WHEREAS, areas of the City of Ormond Beach are vulnerable to coastal and riverine flooding that significantly threaten the safety of residents, and

WHEREAS, the National flood Insurance Program (NFIP) provides federally supported flood insurance in communities that regulate development in floodplains, and

WHEREAS, the Community Rating System (CRS) rewards communities that exceed the minimum requirements of the NFIP that help citizens prevent or reduce flood losses, and

WHEREAS, the City of Ormond Beach has been an active participant in *Volusia Prepares,* the Local Mitigation Strategy (LMS) working group, which has established comprehensive, coordinated planning process involving the County and its municipalities, as well as other public and private setor organizations, to eliminate or decrease these vulnerabilities, and

WHEREAS, in a continuing effort to reduce the potential for personal/property losses in flood-prone areas and ensure the lowest possible flood insurance premiums for residents, the City LMS representatives are working with Volusia County and the East Central Florida Regional Planning Council to draft a revised Floodplain Management Plan in alignment with the Community Rating System (CRS) guidelines, and

WHEREAS, the East Central Florida Regional Planning Council is also required to integrate the FMP into the local mitigation strategy, and

WHEREAS, it is anticipated that the Floodplain Management Plan will be completed in April of 2019, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission hereby considers the Floodplain Management Plan to be of utmost importance to the City of Ormond Beach and supports the planning process.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 31st day of July, 2018.

Bill Partington

BILL PARTINGTON
Mayor

ATTEST:

Lisa Dahme

LISA DAHME
City Clerk

S:\LEGAL\CITY COMMISSION ITEMS\RESOLUTION\2018\07-31-18\18-090A - VOLUSIA COUNTY SUPPORT INTEGRATED FLOODPLAIN MANAGEMENT PLAN PROCESS P18-0091G MT # 3594.DOCX/7/25/2018 12:42

CITY OF ORMOND BEACH

City Manager • 22 S. Beach Street • Ormond Beach • Florida • 32174 • (386) 676-3200 • Fax (386) 676-3384

CITY MANAGER
MEMORANDUM

To: The Honorable Mayor Partington and City Commissioners

Through: Joyce A. Shanahan, City Manager

From: Steven Spraker, Planning Director

Date: July 31, 2018

Subject: Support of Planning Process to Develop an Integrated FMP

Commission Goal: N/A

Introduction:

This is a Resolution for the City Commission's support of the planning process to update the Volusia County Multi-Jurisdictional Local Mitigation Strategy Integrated Floodplain Management Plan.

Background

In an effort to reduce the Nation's mounting natural disaster losses, the U.S. Congress passed the Disaster Mitigation Act of 2000 (DMA 2000). Section 322 of DMA 2000 emphasizes the need for state and local government entities to closely coordinate on mitigation planning activities, and makes the development of a hazard mitigation plan a specific eligibility requirement for any local government applying for federal mitigation grant funds. These funds include the Hazard Mitigation Grant Program (HMGP) and the Pre-Disaster Mitigation (PDM) program, both of which are administered by the Federal Emergency Management Agency (FEMA) under the Department of Homeland Security. Communities with an adopted and federally-approved hazard mitigation plan thereby become propositioned and are more apt to receive available mitigation funds before and after the next disaster strikes.

The Volusia County Multi-Jurisdictional Local Mitigation Plan was updated in 2013 by adopting the Floodplain Management Plan which integrated individual municipal Floodplain Management Plans. Every five years, the Floodplain Management Plan is required to be updated. For this reason, the County contracted with the East Central Florida Regional Planning Council to complete the update for 2018. The planning process for the update of the floodplain management plan is in accordance with the Community Rating System following steps:

Planning Process Steps
Organize to Prepare the Plan
Involve the Public
Coordinate with other Agencies
Re-Assess the Hazard
Re-Assess the Problem
Review the Goals
Revise Action Plan
Adopt the Revised Plan

Budget Impact:

There is no budget impact to the City of Ormond Beach.

Citizen Impact:

The City of Ormond Beach is a CRS community and is currently rated as a 6, which provides a 20% flood insurance discount to policy holders in a special flood hazard area. The City is able to receive additional points by participating in the planning process in the development of the Volusia County Integrated Floodplain Management Plan which solidifies the current CRS rating and flood insurance discounts to the residents and exceeds the state and federal guidelines.

Recommendation:

It is recommended that the City Commission approve the Resolution to support the planning process in the update of the Volusia County Integrated Floodplain Management Plan.

Attachments:

- 18-090A - VOLUSIA COUNTY SUPPORT INTEGRATED FLOODPLAIN MANAGEMENT PLAN PROCESS P18-0091G MT # 3594 (PDF)

REVIEWED BY: Kelly McGuire, Finance Director 7/23/2018

Claire Whitley, Acting Assistant City Manager 7/23/2018

APPROVED BY: Joyce A. Shanahan, City Manager 7/25/2018

Appendix G
Action Plan

LMS Flood Mitigation Initiatives

About the Action Plan

The Action Plan portion of the Floodplain Management Plan includes the active flood mitigation projects on the LMS Mitigation Initiatives spreadsheet. This listing is updated quarterly by the Volusia Prepares steering committee.

Completed and terminated projects have been removed from the project listing. In addition, projects that do not mitigate flood hazards have also been removed. Finally, projects that have gone past their originally scheduled "Completion Date" have a blank value within the "Completion Date" field.

The listing is effective July 2018 and includes updates from the June 2018 Volusia Prepares quarterly meeting. It is sorted by jurisdiction and project number.

Additional fields are included on the full project listing. For a complete project listing, please request a copy from the Volusia County Emergency Management office.

Category	Prevention - P ---- Property Protection - PP ---- Structural - S ---- Emergency Services - ES ---- Public Education - PE ---- Non-Structural - NS

Project #	Priority	Jurisdiction	Responsible Organization	Mitigation Technique Category	Initiative	Funding	Estimated Cost	Completion Date	Status
VOL-0422		Daytona Beach	City of Daytona Beach	S	VOL-0422 Acquisition/Demolition of Repetitive Loss Structure	HMGP	$1,975,155		Current
VOL-0423		Daytona Beach	City of Daytona Beach	S	VOL-0423 Acquisition/Demolition of Repetitive Loss Structure	HMGP FMA	$2,028,000		Current
VOL-0425		Daytona Beach	City of Daytona Beach	S	VOL-0425 Acquisition/Demolition of Repetitive Loss Structure	HMGP FMA	$2,153,500		Current
VOL-0432		Daytona Beach	City of Daytona Beach	S	VOL-0432 Acquisition/Demolition of repetitive loss structure	HMGP FMA	$168,000		Current
VOL-0443		Daytona Beach	Public Works	P	VOL-0443 The city will be completing storm water mitigation along Orange Ave to reduce flooding in nearby critical facilities, repetative loss properties and nearby neighborhoods and Historic Districts/Places	HMGP Local	$20,000,000		Current
VOL-0446		Daytona Beach	City of Daytona Beach	S	VOL-0446 Acquisition and Demolition of repetitive loss structure: The residential structure on South Keech Street	HMGP FMA	$55,547		Current
VOL-0044R		Daytona Beach	Utilites	S	VOL-0044 R B5/B6 Phase 2 - Nova Canal Drainage Basin	HMGP	$8,000,000		Current
VOL-0165	H	Daytona Beach	Utilities	PP	VOL-0165 Stormwater/flood abatement	HMGP FMA	$1,800,000		Current
VOL-0166	M	Daytona Beach	Utilities	PP	VOL-0166 A-5 barrier peninsula watershed Ocean Dunes Rd/Ocean	HMGP	TBD		Deferred
VOL-0168	M	Daytona Beach	Utilities	S	VOL-0168 B-3 Halifax River drainage basin-Wilder Outfall Study	HMGP FMA	$1,400,000		Current
VOL-0413	H	Daytona Beach	Utilities	PP	RepLoss; Acquisition and Demolition.	HMGP FMA	$110,000		Current
VOL-0418		Daytona Beach	Utilities	PP	VOL-0418 RepLoss; Acquisition and Demolition	HMGP FMA	$229,800		Current
VOL-0288	H	DeBary	City of DeBary	S	VOL-0288 City of DeBary Emergency Outfall System	HMGP	$4,669,590		Current
VOL-0346		DeBary	City of DeBary	PP	VOL-0346 Puchase 15 - 800 MHz radios	HMGP	TBD		Deferred
VOL-0347	L	DeBary	City of DeBary	ES	VOL-0347 Programmable message boards/trailers	HMGP	$110,000		Current
VOL-0390	M	DeBary	City of DeBary	PE	VOL-0390 Community Information using an AM radio frequency EAS	HMGP	$28,570		Current
VOL-0403	H	DeBary	City of DeBary	S	VOL-0403 Gravity Overflow Systems	HMGP	$1,285,788		Current
VOL-0404	H	DeBary	City of DeBary	S	VOL-0404 East Side Flood Management System Upgrade	HMGP	$2,126,225		Current
VOL-0414		DeBary	City of DeBary	S	Vol-0414 Implementation of a storm sewer system to prevent yard, roadway and structural flooding along Naranja Rd., 2nd street West and Alicante Rd., withing the Plantation Estates Subdivision.	HMGP	$220,856		Current
VOL-0415		DeBary	City of DeBary	S	Vol-0415 300 May Place Acquisition and Demolition Project	HMGP FMA	$389,585		Current
VOL-0445		DeBary	Pegasus Eng., LLC	P	VOL-0445 Implementation of a storm sewer system to prevent yard, roadway and structural flooding along Shell Rd	HMGP FMA	$147,673		Current
VOL-0002	H	DeLand	Public Works	S	VOL-0002 Construct a stormwater pumping station and force main	HMGP	TBD		Current
VOL-0053	H	DeLand	Public Services	ES	VOL-0053 Purchase/install emergency generator for Volusia County Fairgrounds	HMGP	$70,000		Current
VOL-0054	H	DeLand	Public Services	ES	VOL-0054 Purchase/install emergency generator for Pistol Range Road	HMGP	$70,000		Current
VOL-0241	H	DeLand	Public Services	S	VOL-0241 Acquisition and expansion of stormwater ponds	HMGP	$4,220,000		Current
VOL-0242	H	DeLand	Public Services	S	VOL-0242 Raise head works and effluent pump station	HMGP	$1,000,000		Current

Category	Prevention - P ---- Property Protection - PP ---- Structural - S ---- Emergency Services - ES ---- Public Education - PE ---- Non-Structural - NS

Project #	Priority	Jurisdiction	Responsible Organization	Mitigation Technique Category	Initiative	Funding	Estimated Cost	Completion Date	Status
VOL-0349	H	DeLand	City of DeLand	PP	VOL-0349 Acquisition and expansion of stormwater for DeLand Middle	HMGP	TBD		Deferred
VOL-0351	H	DeLand	City of DeLand	PP	VOL-0351 Acquire flooded property along New Hampshire between Amelia Ave & Garfield	HMGP	$500,000		Current
VOL-0510	28	DeLand	City of DeLand	PP NS ES	VOL-0510 Standby generator power for Sanborn Center which is used for meal prep for 1st responders in disaster	HMGP	$110,424	Jan-21	Current
VOL-0073		Deltona	Public Works	S	VOL-0073 Lake level management program for Lake Theresa Basin lakes	HMGP	$517,581		Current
VOL-0080		Deltona	Public Works	S	VOL-0080 Pump systems should either be enlarged or an emergency pump system set up	HMGP	$48,620		Current
VOL-0081		Deltona	Public Works	S	VOL-0081 Provide a pumping system from the drainage retention area (DRA)	HMGP	$127,565		Current
VOL-0082		Deltona	Public Works	S	VOL-0082 Culvert improvements for drainage retention area	HMGP	$77,696		Current
VOL-0083		Deltona	Public Works	S	VOL-0083 "Big Ditch" connection between Lake Mitnik and Lake Doyle	HMGP	$100,000		Current
VOL-0084		Deltona	Public Works	S	VOL-0084 Outfall improvements for drainage retention area adjacent to Beechdale Drive	HMGP	$1,000,000		Current
VOL-0085	M	Deltona	Public Works	S	VOL-0085 Outfall improvements for Pioneer Lake	HMGP	$90,803		Current
VOL-0086	M	Deltona	Public Works	S	VOL-0086 Outfall improvements for Castle Lake	HMGP	$209,911		Current
VOL-0087		Deltona	Public Works	S	VOL-0087 Outfall improvements for drainage retention area south of Elkcam Boulevard	HMGP	$141,474		Current
VOL-0088		Deltona	Public Works	S	VOL-0088 Culvert improvements at Elkcam Boulevard	HMGP	$158,674		Current
VOL-0089		Deltona	Public Works	S	VOL-0089 Culvert improvements at Humphrey BLVD	HMGP	$84,749		Current
VOL-0090	M	Deltona	Public Works	S	VOL-0090 Culvert improvements at Enterprise-Osteen Road	HMGP	$31,606		Current
VOL-0091		Deltona	Public Works	S	VOL-0091 Culvert improvement at Braddock Road	HMGP	$43,906		Current
VOL-0092		Deltona	Public Works	S	VOL-0092 Culvert improvement at Brickell Drive	HMGP	$34,309		Current
VOL-0093		Deltona	Public Works	S	VOL-0093 Culvert improvement at Harbor Drive	HMGP	$29,372		Current
VOL-0094		Deltona	Public Works	S	VOL-0094 Culvert improvements for Enterprise-Osteen Road	HMGP	$17,340		Current
VOL-0095		Deltona	Public Works	S	VOL-0095 Culvert improvements for Doyle Road	HMGP	$30,574		Current
VOL-0283		Deltona	City of Deltona	P	VOL-0283 Tivoli/wheeling drainage project	HMPG	$200,000		Current
VOL-0284		Deltona	City of Deltona	P	VOL-0284 Drainage project	HMPG	$550,000		Current
VOL-0376	M	Deltona	Fire	PE	VOL- 0376 Public Education Specialist	HMGP	$45,000		Current
VOL-0406	M	Deltona	Public Works	S	VOL-0406 Lake Lapanocia Pump Station	HMGP	$200,000		Current
VOL-0407	M	Deltona	Public Works	S	VOL-0407 Piedmont Pump Station	HMGP	$150,000		Current
VOL-0408	M	Deltona	Public Works	S	VOL-0408 Kingsway/Lehigh Culvert	HMGP	$200,000		Current
VOL-0409	M	Deltona	Public Works	S	VOL-0409 Tivoli & Wheeling Pump	HMGP	$500,000		Current
VOL-0460		Deltona	Public Works		VOL-0460 Exmore Avenue Stormwater Improvements	HMGP	$150,000		Current
VOL-0461		Deltona	Public Works		VOL-0461 Lamplighter Section Line Stormwater Improvements	HMGP FMA	$415,000		Current
VOL-0463		Deltona	Public Works		VOL-0463 Montebello Avenue Stormwater Improvements	HMGP FMA	$250,000		Current

Category	Prevention - P ---- Property Protection - PP ---- Structural - S ---- Emergency Services - ES ---- Public Education - PE ---- Non-Structural - NS

Project #	Priority	Jurisdiction	Responsible Organization	Mitigation Technique Category	Initiative	Funding	Estimated Cost	Completion Date	Status
VOL-0464		Deltona	Public Works		VOL-0464 Picasso Avenue Stormwater Improvements	HMGP FMA	$415,000		Current
VOL-0465		Deltona	Public Works		VOL-0465 Tune Avenue Stormwater Improvements	HMGP FMA	$225,000		Current
VOL-0466		Deltona	Public Works		VOL-0466 Zinnia Avenue Stormwater Improvements	HMGP FMA	$210,000		Current
VOL-0531	25	Deltona	City of Deltona	PP S ES	VOL-0531 Hardening Critical Facilities in Deltona: Station 64	Retrofit	$68,468	Jan-21	Current
VOL-0532	25	Deltona	City of Deltona	PP S ES	VOL-0532 Hardening Critical Facilities in Deltona: Deltona Water	Retrofit	$75,635	Jan-21	Current
VOL-0533	25	Deltona	City of Deltona	PP S ES	VOL-0533 Hardening Critical Facilities in Deltona: Public Works	Retrofit	$116,714	Jan-21	Current
VOL-0066		Edgewater	Fire	PE	VOL-0066 Educate citizens about CEMP, by using CERT memebers.	HMGP	TBD		Current
VOL-0070	M	Edgewater	Fire	ES	VOL-0070 Purchase emergency back-up generator for the YMCA	HMGP	$60,000		Current
VOL-0334R	M	Edgewater	Fire	PP	VOL-0334R Acquire repetitive loss home at Cheeta Drive	HMGP	$241,810		Current
VOL-0424	21	Edgewater	City of Edgewater	ES	VOL-0424 Purchase two (2) portable 6" pumps	HMGP	$84,244		Current
VOL-0485	24	Edgewater	Public Works	P PP S NS	VOL-485 - Generators for City of Edgewater lift stations (4)	HMGP	$196,996	Jan-21	Current
VOL-0486	23	Edgewater	Public Works	NS ES	VOL-0486 Portable Generators - Traffic Signals (7)	HMGP	$4,389	Jan-21	Current
VOL-0487	22	Edgewater	Public Works	NS ES	VOL-0487 - Edgewater Code House generator	HMGP	$10,000	Jan-21	Current
VOL-0496	21	Edgewater	Public Works	NS ES	VOL-0496 - Edgewater City Hall generator - purchase & installation	HMGP	$133,919	Jan-21	Current
VOL-0497	21	Edgewater	Public Works	NS ES	VOL-0497 - Water Treatment Plant/EOC Generator replacement	HMGP	$350,000	Jan-21	Current
VOL-0498	20	Edgewater	Public Works	P PP S NS	VOL-0498 - Acquire & demolish repetitive flood loss home at 405 Hart Avenue	HMGP FMA	$227,000	Jan-21	Current
VOL-0499	20	Edgewater	Public Works	P PP S	VOL-0499 - Menard May Park Erosion Project shoreline stabalization. Timber pier replacement, fishing pier lighting, & upland retaining wall.	HMGP	$254,925	Jan-21	Current
VOL-0542	24	Edgewater	City of Edgewater	P PP S ES	VOL-0542 Improvement #1 to 50 lift stations in Edgewater	HMGP	$150,000	Jan-21	Current
VOL-0543	24	Edgewater	City of Edgewater	P PP S ES	VOL-0543 Improvement #2 to 50 lift stations in Edgewater	HMGP	$150,000	Jan-21	Current
VOL-0544	24	Edgewater	City of Edgewater	P PP S ES	VOL-0544 Improvement #3 to 50 lift stations in Edgewater	HMGP	$150,000	Jan-21	Current
VOL-0475	40	FL Hospital	EM Coordinator	PP ES	VOL-0475 Emergency power upgrade for hospital critical infrastructure sustainability during power outages at FL Hospital Memorial Medical	HMGP	$2,400,000	Jan-21	Current
VOL-0476	40	FL Hospital	EM Coordinator	ES	VOL-0476 Emergency power upgrade for hospital critical infrastructure sustainability during power outages at FL Hospital Oceanside	HMGP	$850,000	Jan-21	Current
VOL-0500	33	Halifax Health	Halifax Health	P PP S NS ES	VOL-0500 - Data Center hardening @ Daytona Beach campus	HMGP	$2,000,000	Jan-21	Current
VOL-0502	34	Halifax Health	Halifax Health	P PP NS ES	VOL-0502 Replacement of 3 (1960 Diesel) Emergency power generators and transfer switches	HMGP	$4,750,000	Jan-21	Current
VOL-0503	34	Halifax Health	Halifax Health	P PP NS ES	VOL-0503 Emergency power for HVAC equipment at Port Orange Hospital facility	HMGP	$300,000	Jan-21	Current
VOL-0534	37	Halifax Health	Halifax Health	P PP	VOL-0534 Hardening of Hospice Critical Care Site at Port Orange Beach Care Center 2nd Floor	HMGP	$277,500	Jan-21	Current
VOL-0535	37	Halifax Health	Halifax Health	P PP	VOL-0535 Hardening of Hospice Critical Care Site at Ormond Beach Care Center	HMGP	$109,900	Jan-21	Current
VOL-0536	37	Halifax Health	Halifax Health	P PP	VOL-0536 Hardening of Hospice Critical Care Site at Southeast Volusia Care Center	HMGP	$187,650	Jan-21	Current

Category	Prevention - P ---- Property Protection - PP ---- Structural - S ---- Emergency Services - ES ---- Public Education - PE ---- Non-Structural - NS

Project #	Priority	Jurisdiction	Responsible Organization	Mitigation Technique Category	Initiative	Funding	Estimated Cost	Completion Date	Status
VOL-0537	37	Halifax Health	Halifax Health	P PP	VOL-0537 Hardening of Hospice Critical Care Site at West Volusia Care Center	HMGP	$150,950	Jan-21	Current
VOL-0278	L	Holly Hill	City of Holly Hill	S	VOL-0278 Trailer mounted emergency pumps- Jursidicition requested to	HMGP	$34,370		Current
VOL-0279	L	Holly Hill	Public Works	S	VOL-0279 State Avenue (6th - 8th St) Department Stormwater-	HMGP	$76,000		Current
VOL-0280	L	Holly Hill	Public Works	S	VOL-0280 Tuscaloosa Street drainage Department improvements-	HMGP	$98,000		Current
VOL-0281	L	Holly Hill	Public Works	S	VOL-0281 Eagle Drive and Peacock Rd Department Drainage	HMGP	$100,000		Current
VOL-0282	L	Holly Hill	Public Works	S	VOL-0282 Espanola Ave Drainage Department Improvements-	HMGP	$275,000		Current
VOL-0357	L	Holly Hill	City of Holly Hill	PP	VOL-0357 Cave Avenue Structure purchase- Jursidicition requested to	HMGP	$55,000		Current
VOL-0457		Holly Hill	City of Holly Hill	PP	VOL-0457 Hurricane shutters and City Hall Annex	HMGP	$12,000		Current
VOL-0474	21	Holly Hill	Public Works	PP	VOL-0474 Cordova Drainage Basin Improvements Phase I	HMGP	$1,529,875	Jan-21	Current
VOL-0507	33	Holly Hill	City of Holly Hill	PP S	VOL-0507 Drainage improvements - installation of 29 duckbill valves along outfalls to Halifax River	HMGP	$350,000	Jan-21	Current
VOL-0508	31	Holly Hill	City of Holly Hill	PP	VOL-0508 - Shutters for City Hall	HMGP	$25,067	Jan-21	Current
VOL-0530	29	Holly Hill	Public Works	P	VOL-0530 Drainage Improvements South Espanola Avenue	HMGP	$318,000	Jan-21	Current
VOL-0545	29	Holly Hill	City of Holly Hill	P ES NS	VOL-0545 Generator for Sica Hall	HMGP	$70,000	Jan-21	Current
VOL-0553		Holly Hill	City of Holly Hill	S	VOL-0553 Refurbishment of Lift Station # 9	TBD	TBD	TBD	TBD
VOL-0554		Holly Hill	City of Holly Hill	S	VOL-0554 Refurbishment of Lift Station # 19	TBD	TBD	TBD	TBD
VOL-0555		Holly Hill	City of Holly Hill	S	VOL-0555 Refurbishment of Lift Station # 21	TBD	TBD	TBD	TBD
VOL-0504	21	Lake Helen	City of Lake Helen	PP NS	VOL-0504 City of Lake Helen Virginia Drive Sub-base stabilization and repaving.	HMGP	$229,830	Jan-21	Current
VOL-0505	24	Lake Helen	City of Lake Helen	NS	VOL-0505 City of Lake Helen Ohio stormwater culvert	HMGP	$90,000	Jan-21	Current
VOL-0506	27	Lake Helen	City of Lake Helen	PP	City of Lake Helen Police Dept/EOC flood and wind prevention by sealing for water and protecting doors & windows	HMGP	$41,175	Jan-21	Current
VOL-0520	20	Lake Helen	City of Lake Helen	ES	VOL-0520 City of Lake Helen Pre-Disaster Mitigation Proposal	HMGP	$21,161	Jan-21	Current
VOL-0103R	L	New Smyrna	Fire Service	ES	VOL-0103R Relocate and replace Fire Department Station #50 (main	HMGP	$2,000,000		Current
VOL-0386	M	New Smyrna Beach	City of NSB	PP	Vol-0386 Central Beachside Flood Mitigation Project Phase II	FEMA	$1,808,000		Current
VOL-0410	M	New Smyrna Beach	City of NSB	S	VOL-0410 New Smyrna Beach Central Beachside Storm Water Management Project	HMGP	$2,500,000		Current
VOL-0467		New Smyrna Beach	Fire Service		VOL-0467 Isleboro subdivison storm water management project, of building a rentention pond.	HMGP	$3,500,000		Current
VOL-0549	28	New Smyrna	City of NSB	P PP S	VOL-0549 Elevation of flood- prone homes	HMGP	$4,802,280	Jan-21	Current
VOL-0550	28	New Smyrna	City of NSB	P PP S	VOL-0549 Elevation of flood- prone homes	HMGP	$6,650,121	Jan-21	Current
VOL-0398	H	Orange City	City of Orange City	S	VOL-0398 Fawn Ridge Subdivision	HMGP	$500,000		Current
VOL-0399	H	Orange City	City of Orange City	S	VOL-0399 Treemont Drainage Project	HMGP	$500,000		Current
VOL-0451		Orange City	City of Orange City	PP	VOL-0451 Mill Lake & Pooser Pond Stormwater impovement. Install stormwater pump stations to prevent flooding.	HMGP	TBD		Current
VOL-0050	M	Ormond Beach	Public Works	S	VOL-0050 Drainage improvements to areas of "Old Ormond" (mainland)	HMGP	$500,000		Current
VOL-0174		Ormond Beach	City of Ormond Beach	ES	VOL-0174 Purchase mobile command center for use during an	HMGP	$100,000		Current
VOL-0387	M	Ormond Beach	City of Ormond Beach	S	Vol-0387 Thompson Creek Stormwater Department Improvement	HMGP	$65,000		Current

Category	Prevention - P ---- Property Protection - PP ---- Structural - S ---- Emergency Services - ES ---- Public Education - PE ---- Non-Structural - NS

Project #	Priority	Jurisdiction	Responsible Organization	Mitigation Technique Category	Initiative	Funding	Estimated Cost	Completion Date	Status
VOL-0435		Ormond Beach	City of Ormond Beach	PP	VOL-0435 This initiative is to aquire at risk structures in the Central Park area along Laurel Creek Thompson Creek and FP&L Ditch, including 2 repetitive Loss structures.	HMGP FMA	$46,500,000		Current
VOL-0442		Ormond Beach	Emergency Mgmt.	PP	VOL-0442 Central Park Drainage Improvements - will provide flood mitigation benefits by acquisition of land and construction of control structure for discharge to Pond 4, as well as excavating a channel to connect Pond 3 & 4	HMGP FMA	$293,000		Current
VOL-0452		Ormond Beach	City of Ormond Beach	S	VOL-0452 Flooding control pump on Fleming Ave, which will discharge into the Halifax River	HMGP	$8,635,265		Current
VOL-0468		Ormond Beach	Engineering Division	P	VOL-0468 772 N Beach St.Convert property into a stormwater storage site to aid with the prevention of flooding.	FMA	$188,000		Current
VOL-0472	33	Ormond Beach	Public Works	PP P	VOL-0472 Wilmette Avenue Stormwater Pump Station - install permanent pump station Laurel Creek	HMGP	$254,754	Jan-21	Current
VOL-0473	33	Ormond Beach	Public Works	PP ES	VOL-0473 Ormond Beach Lift Station backup - purchase 4 pumps	HMGP	$185,492	Jan-21	Current
VOL-0509	34	Ormond Beach	City of Ormond Beach	ES	VOL-0509 Ormond Beach Emergency Operations Center - build Community Center that will be used as EOC in disaster	HMGP	$1,500,000	Jan-21	Current
VOL-0512	38	Ormond Beach	City of Ormond Beach	P PP NS	VOL-0512 Fleming Avenue Stormwater improvements	HMGP	$500,000	Jan-21	Current
VOL-0521	39	Ormond Beach	City of Ormond Beach	P PP NS	VOL-0521 Woodrige Drive Drainage Improvements	HMGP	$185,000	Jan-21	Current
VOL-0540	28	Ormond Beach	City of Ormond Beach	P PP S	VOL-0540 Elevate and retrofit flood damaged home- 520 W St. Ormond Beach, FL	HMGP	$300,000	Jan-21	Current
VOL-0546	34	Ormond Beach	City of Ormond Beach	P PP ES	VOL-0546 Strickland Creek flood protection	HMGP	$12,000,000	Jan-21	Current
VOL-0547	31	Ormond Beach	City of Ormond Beach	P PP	VOL-0547 Drainage improvements	HMGP	$1,400,000	Jan-21	Current
VOL-0556		Ormond Beach	City of Ormond Beach	P PP S	VOL-0556 Elevation of Severe Repetitive Loss home: 89 N. St. Andrews		TBD		Current
VOL-0218		Pierson	Town of Pierson	P	VOL-0218 Secure water supply	HMGP	$50,000	Jan-21	Current
VOL-0219		Pierson	Town of Pierson	ES	VOL-0219 Establish an Emergency Operations Center in Community	HMGP	$225,000	Jan-21	Current
VOL-0221		Pierson	Town of Pierson	S	VOL-0221 Establish stormwater management maintenance program	HMGP	$60,000	Jan-21	Current
VOL-0450		Pierson	Town of Pierson	ES	VOL-0450 Purchase and install emergency generator @ Pierson Town	HMGP	$70,000	Jan-21	Current
VOL-0173	H	Ponce Inlet	Fire Service	ES	VOL-0173 Purchase the equipment necessary to equip a mobile command center	HMGP	$50,000		Current
VOL-0419		Ponce Inlet	VC Emergency Mgmt.	S	VOL-0419 Install hurricane resistant windows & doors on Fire Station.	HMGP	$44,000		Current
VOL-0420	H	Ponce Inlet	Town of Ponce Inlet	S	VOL-0420 Purchase 4" Pump for flood control	HMGP	$44,000		Current
VOL-0130	M	Port Orange	City of Port Orange	PP	VOL-0130 Purchase Seabird Island; remove mobile homes, and convert	HMGP	TBD		Deferred
VOL-0158		Port Orange	City of Port Orange		VOL-0158 Retrofit old 175 kw generator into a portable unit that can be used anywhere	HMGP Local	$30,000		Current
VOL-0160		Port Orange	City of Port Orange	P	VOL-0160 Install coquina rock to prevent erosion along Halifax River	HMGP	$80,000		Current
VOL-0169R	M	Port Orange	City of Port Orange	ES	VOL-0169R Retrofit the Port Orange Cypress Head golf course banquet	HMGP	$350,000		Current
VOL-0228	H	Port Orange	City of Port Orange	S	VOL-0228 Taylor Woods and S. Williamson Drainage retrofit	HMGP	$750,000		Current
VOL-0229	H	Port Orange	City of Port Orange	S	VOL-0229 Taylor RD Drainage retrofit	HMGP	$2,500,000		Current
VOL-0391	H	Port Orange	VC Emergency Mgmt.	S	VOL-0391 B-23 Canal Seawall Improvement	HMGP	$2,800,000		Current

Category	Prevention - P ---- Property Protection - PP ---- Structural - S ---- Emergency Services - ES ---- Public Education - PE ---- Non-Structural - NS

Project #	Priority	Jurisdiction	Responsible Organization	Mitigation Technique Category	Initiative	Funding	Estimated Cost	Completion Date	Status
VOL-0438		Port Orange	VC Emergency Mgmt.	P	VOL-0438 Halifax/ Nova Road Drainage - to utilize existing City of Port Orange property (Thompson), the intent is to construct a three acre stormwater pond to create capacity along the Halifax/Nova Road Canal which caused flood damage to 151 structures (residential and non-residential) in May 2009.	HMGP	$2,000,000		Current
VOL-0439		Port Orange	VC Emergency Mgmt.	P	VOL-0439 The Intent of the project is to acquire the Smmit Golf property	HMGP	$1,000,000		Current
VOL-0440		Port Orange	VC Emergency Mgmt.	P	VOL-0440 Port Orange's intent is to mitigate flooding of Dunlawton Ave S.R> 421, a major evacuation route to I-95, by purchasing properties and installing retrofit drainage improvements.	HMGP	$800,000		Current
VOL-0441		Port Orange	VC Emergency Mgmt.	PP	VOL-0441 Acquire properties identified at the end of Spruce Creek Road to install retrofit drainage improvements to mitigate flooding	HMGP	$429,000		Current
VOL-0480	38	Port Orange	Public Works	P PP S	VOL-0480 White Place and Riverside Drive drainage improvements	HMGP	$80,000	Jan-21	Current
VOL-0481	32	Port Orange	Public Works	P PP S	VOL-0481 Tumblebrook Drive (Sweetwater Hills) stormwater improvements (201409)	HMGP	$131,000	Jan-21	Current
VOL-0482	34	Port Orange	Public Works	P PP S	VOL-0482 Southwinds Stormwater Pond Outfall Retrofit (201441)	HMGP	$1,295,000	Jan-21	Current
VOL-0483	38	Port Orange	Public Works	P PP S	VOL-0483 Pipe replacement (201647) replace pipe with reinforced concrete pipe to improve stormwater conveyance to reduce potential	HMGP	$5,000,000	Jan-21	Current
VOL-0484	39	Port Orange	Public Works	P PP S	VOL-0484 Storm drain pipe lining (180202)	HMGP	$841,172	Jan-21	Current
VOL-0515	35	Port Orange	Public Works	ES	VOL-0515 Backup generators for Fire Stations 71 and Fire Station 73	HMGP	$133,000	Jan-21	Current
VOL-0519	38	Port Orange	Public Works	P S PP	VOL-0519 Virginia and Monroe Street Drainage Improvement	HMGP	$269,250	Jan-21	Current
VOL-0541	32	Port Orange	City of Port Orange	P PP NS	VOL-0541 Howes Street drainage improvements	HMGP	$455,250	Jan-21	Current
VOL-0516	28	School Board	School Board	NS ES PE	VOL-0516 Provide emergency generators for 9 shelter locations	HMGP	$540,000	Jan-21	Current
VOL-0517	28	School Board	School Board	NS ES PE	VOL-0517 Upgrade 6 shelter locations - provide emergency generator connections and air quality improvements	HMGP	$258,000	Jan-21	Current
VOL-0518	28	School Board	School Board	NS ES PE	VOL-0518 Upgrade 3 shelter locations - provide emergency generators connections and air quality improvements	HMGP	$129,000	Jan-21	Current
VOL-0389	H	South Daytona	City of South Daytona	PP	Vol-0389 South Daytona EOC/Public Works Facility	HMGP	$6,200,000		Current
VOL-0447		Daytona Beach	Daytona Beach	S, PP	VOL-0447 Acquisition/Demolition of repeptitive loss structure: The residential structure at South Carolina Street had two insured flood losses 9/16/2004 and 5/20/2009 for a combined insurance payout of 67,	HMGP FMA	$57,913		Current
VOL-0453		South Daytona	City of South Daytona	P	VOL-0453 Purchase a vacant parcel of land & install a stormwater retention pond to help recent flooding .	HMGP	$300,000		Current
VOL-0469		South Daytona	City of South Daytona	P	VOL-0469 construction of stormwater management system adjacent to City Hall. This will help emergency vechicles have more access to the road during minor storm events.	HMGP	$340,000		Current
VOL-0511	33	South Daytona	City of South Daytona	ES	VOL-0511 permanent generator for the Piggotte Center - critical facility during disasters	HMGP	$80,000	Jan-21	Current
VOL-0552	26	South Daytona	City of South Daytona	P PP S	VOL-0549 Elevation of flood- prone home	HMGP	$1,169,000	Jan-21	Current
VOL-0023	M	Unincorporated	VC Emergency Mgmt.	P	VOL-0023 Develop and implement a Community Emergency Management Academy	HMGP	TBD		Deferred

Category	Prevention - P ---- Property Protection - PP ---- Structural - S ---- Emergency Services - ES ---- Public Education - PE ---- Non-Structural - NS

Project #	Priority	Jurisdiction	Responsible Organization	Mitigation Technique Category	Initiative	Funding	Estimated Cost	Completion Date	Status
VOL-0026		Unincorporated	Private Agencies	PP	VOL-0026 Develop a countywide contractor licensing program	HMGP Local	$15,000	Jan-21	Current
VOL-0027	M	Unincorporated	VOL2020 MP Subcommittee	PP/PE/P/S	VOL-0027 LMS Steering Committee support a home mitigation education & incentive program	HMGP	TBD	Jan-21	Current
VOL-0038		Unincorporated	VC Road & Bridge	S	VOL-0038 Replace Bridge #794010 (Taylor Road over B-19)	HMGP	$250,000	Jan-21	Current
VOL-0045		Unincorporated	Private Agencies	PP	VOL-0045 Protect United Way Headquarters with generator & window protection	HMGP	$43,000	Jan-21	Current
VOL-0115	H	Unincorporated	VC Fire Service	ES	VOL-0115 Replace existing Fire Station 23	HMGP	$2,000,000	Jan-21	Current
VOL-0132		Unincorporated	Private Agencies	ES	VOL-0132 Fund CERV program	HMGP	TBD	Jan-21	Current
VOL-0153	H	Unincorporated	VC Fire Service	ES	VOL-0153 Construct a structural collapse training facility	HMGP	TBD	Jan-21	Current
VOL-0154	H	Unincorporated	VC Fire Service	ES	VOL-0154 Purchase specialized rescue equipment	HMGP	TBD	Jan-21	Current
VOL-0181	M	Unincorporated	Private Agencies	S	VOL-0181 Infrastructure placement in Tomoka Estates Subdivision	HMGP	$1,230,848	Jan-21	Current
VOL-0198	M	Unincorporated	VC Sheriff Dept.	ES	VOL-0198 Updated 09/10/08 Construct a hardened, centralized evidence	HMGP	$412,000	Jan-21	Current
VOL-0201	L	Unincorporated	VC Emergency Mgmt.	PP	VOL-0201 Increase the base flood elevation requirement	Local	TBD		Deferred
VOL-0204	M	Unincorporated	VC Emergency Mgmt.	ES	VOL-0204 Integrate and expand the existing CERT programs	HMGP	$135,000	Jan-21	Current
VOL-0255	M	Unincorporated	Public Works	PP	VOL-0255 Volusia County Public Works Service Center	HMGP	$500,000	Jan-21	Current
VOL-0265		Unincorporated	VC Env. Management	NRP	VOL-0265 Habitat Stabilization/Revegetation Project	HMGP	TBD		Deferred
VOL-0266		Unincorporated	VC Env. Management	PP	VOL-0266 Shoreline Erosion Control and Restoration Project	HMGP	TBD		Deferred
VOL-0267	M	Unincorporated	VC Emergency Mgmt.	PP	VOL-0267 Stone Island Flood Mitigation Project	HMGP	$5,000,000	Jan-21	Current
VOL-0268	M	Unincorporated	VC Emergency Mgmt.	PP	VOL-0268 Tomoka Estates Flood Mitigation Project	HMGP	$10,000,000	Jan-21	Current
VOL-0270	H	Unincorporated	VC Fire Service	ES	VOL-0270 Emergency Power for 4 County Fire Stations	HMGP	$80,000	Jan-21	Current
VOL-0271	H	Unincorporated	VC Fire Service	ES	VOL-0271 Training Facility Improvements	HMGP	$3,000,000	Jan-21	Current
VOL-0274	H	Unincorporated	VC Fire Service	ES	VOL-0274 Weather Stations for 22 Fire Stations	HMGP	$11,000	Jan-21	Current
VOL-0290	H	Unincorporated	VC Fire Service	ES	VOL-0290 Replace Fire Station 43 in Seville	HMGP	$2,000,000	Jan-21	Current
VOL-0291	H	Unincorporated	VC Fire Service	ES	VOL-0291 Replace Fire Station 13 in Ormond Beach	HMGP	$2,000,000	Jan-21	Current
VOL-0292	H	Unincorporated	VC Fire Service	ES	VOL-0292 Replace Fire Station 15 in Daytona Beach	HMGP	$2,000,000	Jan-21	Current
VOL-0293	H	Unincorporated	VC Fire Service	ES	VOL-0293 Replace Fire Station 41 in DeLeon Springs	HMGP	$2,000,000	Jan-21	Current
VOL-0294	H	Unincorporated	VC Fire Service	ES	VOL-0294 Replace Fire Station 32 in DeLand	HMGP	$2,000,000	Jan-21	Current
VOL-0320	M	Unincorporated	VC Emergency Mgmt.	PP	VOL-0320 DEMO/REBUILD REPETITIVE LOSS HOME AT 1633 SPRING GARDEN DRIVE ASTOR	HMGP	TBD		Deferred
VOL-0321R	M	Unincorporated	VC Emergency Mgmt.	PP	VOL-0321R Elevate & retrofit rep loss property at Stone Trail, Enterprise	HMGP	TBD		Deferred
VOL-0366	M	Unincorporated	VC Emergency Mgmt.	PE	VOL-0366 Understanding Volusia County's demographics to anticipate behavior & mitigate hazards	HMGP	TBD		Deferred
VOL-0368	M	Unincorporated	VC Emergency Mgmt.	PE	VOL-0368 Condominium mitigation video	HMGP	TBD		Deferred
VOL-0416		Unincorporated	VC Emergency Mgmt.	S	VOL-0416 Nova Canal Outfall Improvements	HMGP FMA	$15,000,000	Jan-21	Current
VOL-0431		Unincorporated	VC Emergency Mgmt.	PP	VOL-0431 Acquire and Demolition 2 structures located at 1890 Pioneer TR, NSB	HMGP	TBD		Deferred
VOL-0514	32	Unincorporated	Public Works	P PP S	VOL-0514 Rio Way Regional Retention Pond	HMGP	$3,000,000	Jan-21	Current
VOL-0522	28	Unincorporated	VC Emergency Mgmt.	P PP S	VOL-0522 1048 Shockney Drive Elevation & Retrofit	HMGP	$368,900	Jan-21	Current

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Project #	Priority	Jurisdiction	Responsible Organization	Mitigation Technique Category	Initiative	Funding	Estimated Cost	Completion Date	Status
VOL-0523	28	Unincorporated	VC Emergency Mgmt.	P PP S	VOL-0523 1013 Shockney Drive Elevation & Retrofit	HMGP	$422,400	Jan-21	Current
VOL-0524	28	Unincorporated	VC Emergency Mgmt.	P PP S	VOL-0524 988 Shockney Drive Elevation & Retrofit	HMGP	$384,300	Jan-21	Current
VOL-0525	28	Unincorporated	VC Emergency Mgmt.	P PP S	VOL-0525 356 Seminole Drive Elevation & Retrofit	HMGP	$384,300	Jan-21	Current
VOL-0526	28	Unincorporated	VC Emergency Mgmt.	P PP S	VOL-0526 Cherokee Road Elevation & Retrofit	HMGP	$379,800	Jan-21	Current
VOL-0527	28	Unincorporated	VC Emergency Mgmt.	P PP S	VOL-0527190 Flamingo Drive Elevation & Retrofit	HMGP	$411,050	Jan-21	Current
VOL-0528	28	Unincorporated	VC Emergency Mgmt.	P PP S	VOL-0528 241 Cherokee Road Elevation & Retrofit	HMGP	$377,500	Jan-21	Current
VOL-0529	28	Unincorporated	VC Emergency Mgmt.	P PP S	VOL-0529 1052 Shockney Drive Elevation & Retrofit	HMGP	$382,650	Jan-21	Current

Appendix H
Public Comment on Draft Plan

Overview

Public comment consisted of two portions:

1. Planning Meeting Comments on Draft Plan
Public Comment received during the two planning meetings. Summaries of the topics of discussion and input received are located within this section in bullet point format.

2. Email Comments on Draft Plan
A public comment process was advertised online and during the public meetings. The public comment period allowed residents to comment on the draft plan and lasted through July 2018. No comments were received as part of this process.

Public Comment Notes – Public Meetings

Questions from the public on administrative and process issues are not included below.

June 15th Public Meeting

- *6/15, Suze Peace and Fred Peace*: The County needs to look into the potential impacts of sea level rise on future flooding conditions.
- *6/15, Suze Peace and Fred Peace*: The impact of interstate-4 and other transportation projects has decreased water quality in the DeBary area. Water quality should be addressed in the plan.
- *6/15, Suze Peace and Fred Peace*: The impacts of development on the size of the floodplain should be addressed
- *6/15, Suze Peace and Fred Peace*: Discussed regulations on development in flood-prone areas, and went into detail in discussing the importance of retention pond TMDL limits. The project team explained the county policy for retention ponds on each side of the County.
- *6/15, Suze Peace and Fred Peace:* Discussion of the CRS point system, origins of the "integrated" plan, benefits to the community (financial, etc.)

June 18th Public Meeting

- *6/18, Michaela Harbour and Donald Roman*: Bethune Point is a repeat flood hazard area; it is suggested that the project team add this to the frequent flooding locations map within the FMP.
- *6/18, Donald Roman*: Inquired about the process of debris removal and plans that communicate with the FMP to meet the needs of the County. Mr. Roman emphasized the importance of quick debris removal and the slow response time during the 2017 Hurricane season.
- *6/18, Donald Roman*: It will be important to monitor sea level rise in real time to gauge the accuracy of predictions that have been made.
- *6/18, Donald Roman and Michaela Harbour*: Residents informed the project team that a number of residents on the lagoon experience vastly different flooding effects depending on the direction of the storm. These people may need more in-depth instructions on how to deal with variabilities in the effects of wind direction.
- *6/18, Donald Roman*: Inquired about the potential cause of sea level rise being subsidence due to development along Florida's coastline. Inquired about the root causes and how the plan will deal with these questions
- *6/18, Donald Roman*: Inquired about how, if development is inevitable, the County will stop future development from occurring in flood-prone areas. Mr. Roman has expressed an interest that these issues be addressed in the plan.
- *6/18, Donald Roman*: Mr. Roman asks about the Action Plan and the types of projects that are covered.

Appendix I
Resolutions of Adoption

RESOLUTION NO. 18-347

A RESOLUTION ADOPTING THE 2018 VOLUSIA COUNTY INTEGRATED FLOODPLAIN MANAGEMENT PLAN; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, coastal and riverine flooding are significant threats to the safety of residents of Volusia County and its municipalities; and

WHEREAS, the National Flood Insurance Program provides federally supported flood insurance in communities that regulate development in floodplains; and

WHEREAS, the Community Rating System grades the various community floodplain management programs and reduces flood insurance premiums in those communities that meet certain requirements; and

WHEREAS, efforts have been made to reduce the potential for personal/property losses in flood-prone areas and ensure the lowest possible flood insurance premiums for residents; and

WHEREAS, the adoption of the 2018 Volusia County Integrated Floodplain Management Plan is in alignment with the Community Rating System Guidelines, and integration into the Local Mitigation Strategy supports this effort; and

WHEREAS, adoption of the plan is a requirement of the Community Rating System; and

WHEREAS, Utilities Director considers the Floodplain Management Plan to be of the utmost importance to the citizens of The City of Daytona Beach and recommends adoption of the Volusia County Integrated Floodplain Management Plan 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DAYTONA BEACH, FLORIDA:

SECTION 1. The Volusia County Integrated Floodplain Management Plan 2018 is hereby adopted. A copy of the Plan is attached hereto and made a part hereof by reference.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

DERRICK L. HENRY
Mayor

ATTEST:

LETITIA LAMAGNA
City Clerk

Adopted: October 17, 2018

RESOLUTION NO. 2018-18

A RESOLUTION OF THE CITY OF DAYTONA BEACH SHORES, VOLUSIA COUNTY, FLORIDA RELATING TO THE 2018 VOLUSIA COUNTY FLOODPLAIN MANAGEMENT PLAN; PROVIDING A SAVINGS PROVISION; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2, *Constitution of the State of Florida*, authorizes the City of Daytona Beach Shores to exercise any power for municipal purposes except as otherwise provided by law; and

WHEREAS, coastal and riverine flooding are significant threats to the health and safety of residents of Volusia County and its municipalities; and

WHEREAS, the City of Daytona Beach Shores recognizes the importance of reducing vulnerabilities to flood events for the overall good and welfare of the community; and

WHEREAS, City of Daytona Beach Shores has been an active participant in Volusia Prepares, the Local Mitigation Strategy working group, which has established a comprehensive, coordinated planning process involving the county and its municipalities, as well as other public and private sector organizations, to eliminate or decrease these vulnerabilities; and

WHEREAS, the National Flood Insurance Program (NFIP) provides federally supported flood insurance in communities that regulate development in floodplains; and

WHEREAS, the Community Rating System (CRS) grades the various community floodplain management programs and reduces flood insurance premiums in those communities that meet CRS certain requirements; and

WHEREAS, in an effort to reduce the potential for personal and property losses in flood-prone areas and ensure the lowest possible flood insurance premiums for residents; and

WHEREAS, the adoption of the 2018 Volusia County Floodplain Management Plan, in alignment with the CRS Guidelines, and integration into the Local Mitigation Strategy supports this effort; and

WHEREAS, as adoption of the plan is a requirement of the Community Rating System; and

WHEREAS, the City of Daytona Beach Shores hereby considers the adoption of the 2018 Volusia County Floodplain Management Plan to be of the utmost importance to the citizens of Daytona Beach Shores.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF DAYTONA BEACH SHORES, FLORIDA, AS FOLLOWS:

SECTION ONE. ADOPTION. The City Council of the City of Daytona Beach Shores hereby accepts and approves of its designated portion of the 2018 Volusia County Floodplain Management Plan. The City Council of the City of Daytona Beach Shores also hereby accepts and endorses the mitigation goals and objectives established by Volusia Prepares for the countywide Plan, and the anticipated schedule for the next updating of the strategy.

SECTION TWO. SAVINGS. The prior actions of the City of Daytona Beach Shores relating to floodplain management are hereby ratified and affirmed.

SECTION THREE: CONFLICTS. All resolutions or parts thereof in conflict with this Resolution are hereby repealed to the extent of such conflict.

SECTION FOUR. SEVERABILITY. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion or application shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portions thereof.

SECTION FIVE. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

CITY OF DAYTONA BEACH SHORES, FLORIDA

By: _____
Mayor, Harry Jennings

ATTEST:

By: _____
Michael T. Booker, City Manager

_____
Cheri Schwab, City Clerk

APPROVED AS TO FORM AND LEGALITY:

By: _____
Lonnie Groot, City Attorney

RESOLUTION NO: 2019-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DEBARY, FLORIDA IN SUPPORT OF THE 2018 VOLUSIA COUNTY & MUNICIPAL FLOODPLAIN MANAGEMENT PLAN

WHEREAS, Coastal and riverine flooding are significant threats to the safety of residents of Volusia County and its municipalities: and,

WHEREAS, The National Flood Insurance Program (NFIP) provides federally supported flood insurance in communities that regulate development in floodplains: and

WHEREAS, The Community Rating System (CRS) grades the various community floodplain management programs and reduces flood insurance premiums in those communities that meet certain requirement: and

WHEREAS, In an effort to reduce the potential for personal/property losses in flood-prone areas and ensure the lowest possible flood insurance premiums for residents, Volusia County has contracted with East Central Florida Regional Planning Council to draft the revised floodplain management plan in alignment with CRS guidelines: and

WHEREAS, The East Central Florida Regional Planning Council is also required to integrate the floodplain management plan into the local mitigation strategy: and

WHEREAS, The floodplain management plan has been adopted by Volusia County.

The City of DeBary considers the floodplain management plan to be of utmost importance to Volusia County and the City of DeBary, and supports the floodplain management plan.

ADOPTED the 6th day of February, 2019.

CITY COUNCIL
CITY OF DEBARY, FLORIDA

Karen Chasez, Mayor

ATTEST:

Annette Hatch, City Clerk

RESOLUTION NO. 2018 -69

A RESOLUTION OF THE CITY COMMISSION OF DELAND, FLORIDA, ADOPTING THE CITY OF DELAND'S DESIGNATED PORTION RELATING TO THE VOLUSIA INTEGRATED FLOODPLAIN MANAGEMENT PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, areas of the City of DeLand are vulnerable to the human and economic costs of natural, technological and societal disasters; and

WHEREAS, the City of DeLand governing body recognizes the importance of developing projects and programs to reduce or eliminate those vulnerabilities for the overall good and welfare of the community; and

WHEREAS, proposed projects and programs have been incorporated into the current edition of the Volusia Integrated Floodplain Management Plan that has been prepared and issued for consideration and implementation by the communities and jurisdictions of Volusia County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF DELAND, FLORIDA:

Section 1. The City of DeLand hereby accepts and approves of its designated portion of the Volusia Integrated Floodplain Management Plan.

Section 2. The City of DeLand accepts and endorses the mitigation goals and objectives established for the countywide plan.

Section 3. The agencies and organizations within the City of DeLand will, upon receipt of such funding or other necessary resources, seek to implement the proposals contained in the City's individual section of the strategy.

Section 4. This Resolution shall become effective immediately upon its adoption

PASSED AND DULY ADOPTED this 5th day of September, 2018.

Robert F. Apgar
Mayor-Commissioner

ATTEST:

Julie Hennessy
City Clerk-Auditor

APPROVED AS TO FORM AND LEGALITY:

Darren J. Elkind
City Attorney

RESOLUTION NO. 2019-02

A RESOLUTION OF CITY OF DELTONA, FLORIDA; ADOPTING THE VOLUSIA COUNTY INTEGRATED FLOODPLAIN MANAGEMENT PLAN AS PART OF THE CITY OF DELTONA LOCAL MITIGATION STRATEGY; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Lacustrine, palustrine, riverine, and other flooding events are significant threats to the health and safety of the citizens of the City of Deltona; and

WHEREAS, the Deltona City Commission recognizes the importance of reducing vulnerabilities to flood events for the overall good and welfare of the community; and

WHEREAS, the City of Deltona has been an active participant in "Volusia Prepares", the Local Mitigation Strategy working group, which has established a comprehensive, coordinated planning process involving the County and other municipalities, as well as other public and private sector organizations, to eliminate or decrease these vulnerabilities; and

WHEREAS, the City of Deltona participates in the FEMA Community Rating System (CRS) and is interested in maintaining and improving its CRS status; and

WHEREAS, the National Flood Insurance Program (NFIP) provides federally subsidized flood insurance within the City of Deltona because the City regulates development in floodplains; and

WHEREAS, the National Flood Insurance Program Community Rating System (CRS) rates various community floodplain management programs and reduces flood insurance premiums in those communities that meet Community Rating System Program requirements; and

WHEREAS, in an effort to reduce the potential for personal and property losses in flood-prone areas and ensure the lowest possible flood insurance premiums for residents, the City of Deltona is required to adopt the 2018 Volusia County Integrated Floodplain Management Plan as part of the City's the Local Mitigation Strategy; and

WHEREAS, the formal adoption of the Plan by the City is a requirement of the Community Rating System Program.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA:

Section 1. The City hereby adopts the 2018 Volusia County Integrated Floodplain Management Plan as part of the City of Deltona Local Mitigation Strategy.

Section 2. Conflicts. All Resolutions or parts of Resolutions insofar as they are inconsistent or in conflict with the provisions of this Resolution are hereby repealed to the extent of any conflict.

Section 3. Severability. In the event any portion of this Resolution is determined to be invalid, illegal or unconstitutional by a court of competent jurisdiction, such decision shall in no manner affect the remaining portion or sections of the Resolution which shall remain in full force and effect.

Section 4. Effective Date. This resolution shall take effect immediately upon its final adoption by the City Commission.

PASSED AND ADOPTED BY THE CITY COMMISSION OF THE CITY OF DELTONA, FLORIDA, THIS 4th **DAY OF** February **, 2019.**

Heidi K. Herzberg, MAYOR

ATTEST:

Joyce Raftery, CMC, MMC, CITY CLERK

NAME	YES	NO
AVILA-VAZQUEZ	✓	
BRADFORD	✓	
KING	✓	
McFALL	✓	
NABICHT	✓	
RAMOS	✓	
HERZBERG	✓	

Approved as to form and legality for use and reliance of the City of Deltona, Florida:

CITY ATTORNEY

RESOLUTION #2018-R-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF EDGEWATER, FLORIDA; IN SUPPORT OF THE PLANNING PROCESS FOR THE DEVELOPMENT OF THE REVISED "VOLUSIA COUNTY & MUNICIPAL FLOODPLAIN MANAGEMENT PLAN", REPEALING RESOLUTIONS IN CONFLICT HEREWITH; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, Coastal and riverine flooding are significant threats to the safety of residents of Volusia County and its municipalities: and,

WHEREAS, The National Flood Insurance Program (NFIP) provides federally supported flood insurance in communities that regulate development in floodplains: and

WHEREAS, The Community Rating System (CRS) grades the various community floodplain management programs and reduces flood insurance premiums in those communities that meet certain requirement: and

WHEREAS, In an effort to reduce the potential for personal/property losses in flood-prone areas and ensure the lowest possible flood insurance premiums for residents, Volusia County has contracted with East Central Florida Regional Planning Council to draft the revised floodplain management plan in alignment with CRS guidelines: and

WHEREAS, The East Central Florida Regional Planning Council is also required to integrate the floodplain management plan into the local mitigation strategy: and

WHEREAS, The floodplain management plan will be revised in July 2018.

NOW, THEREFORE, be it resolved by the City Council of the City of Edgewater, Florida as follows:

Section 1. The City of Edgewater considers the floodplain management plan to be of utmost importance to Volusia County and the City of Edgewater, and supports the floodplain management plan planning process.

Section 2. If any section, subsection, sentence, clause, phrase, or portion of this Resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or applications hereof.

Section 3. All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

Section 4. This resolution shall take effect immediately upon its adoption.

THIS SECTION INTENTIONALLY LEFT BLANK

Section 5. After a motion to approve by Councilman Blazi with second by Councilwoman Power, the vote on this resolution was as follows:

	AYE	NAY
Mayor Michael Ignasiak	↘	
Councilwoman Christine Power	↘	
Councilwoman Amy Vogt	↘	
Councilman Dan Blazi	↘	
Councilman Gary Conroy	↘	

PASSED, APPROVED AND ADOPTED this 16th day of July, 2018.

ATTEST:

Robin Matusick
Robin Matusick
City Clerk/Paralegal

CITY COUNCIL OF THE CITY OF EDGEWATER, FLORIDA

By: Michael Ignasiak
Michael Ignasiak
Mayor

For the use and reliance only by the City of Edgewater, Florida. Approved as to form and legality by:
Aaron R. Wolfe, Esquire, City Attorney
Doran, Sims, Wolfe & Ciocchetti

Approved by the City Council of the City of Edgewater at a meeting held on this 16th day of July, 2018 under Item # 8j

who are violating the city's ordinances to keep their parks free from any unwanted activity.

Mayor Penny opened public participation. No one spoke.

RESULT:	**APPROVED AT 1ST READING [UNANIMOUS] Next: 11/13/2018 7:00 PM**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

2. Resolution

Resolution 2018-R-69 A Resolution of the City Commission of the City of Holly Hill, Florida, Renaming a Portion of 15Th Street to "Whac a Mole Way"; Providing for Conflicting Resolutions; Providing for Severability; and Providing for an Effective Date.

(Requested by Brian Walker, City Planner)

Mr. Forte stated Bob Space Racer's is where Whac-A-Mole is manufactured and it is a well-known arcade game and probably distributed throughout the country, throughout the world. It's a very popular game. Holly Hill is proud to be the home of Bob Space Racer's and the manufacturing of Whac-A-Mole. The city has made national news by recognizing Bob Space Racer's for Whac-A-Mole.

Mayor Penny opened public participation. No one spoke.

Mayor Penny mentioned the text he received from Tony Cassatta and thanked everyone for their support over the years and vote on this and apologized for not being able to attend the meeting.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Arthur J. Byrnes, District 1 - Commissioner
SECONDER:	Chris Via, District 4 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

RESOLUTION

Enacted and approved this 23rd day of October, 2018, in Holly Hill

3. Resolution

Resolution 2018-R-70 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Accept and Approve Its Designated Portion of the Volusia County Integrated Floodplain Management Plan. Providing for Severability and Providing an Effective Date.

(Requested by Joseph Forte, City Manager)

Mayor Penny opened public participation. No one spoke.

RESULT:	**ADOPTED [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	John C. Danio, District 3 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

RESOLUTION

Enacted and approved this 23rd day of October, 2018, in Holly Hill

4.

RFQ 18-PW-01 - Professional Surveying Services

(Requested by John McKinney, Finance)

Mayor Penny opened public participation. No one spoke.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Penny Currie, District 2 - Commissioner
SECONDER:	Chris Via, District 4 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

Enacted and approved this 23rd day of October, 2018, in Holly Hill

5.

2019 Aquatech B-10 Jet/Vacuum

(Requested by John McKinney, Finance)

Mayor Penny opened public participation. No one spoke.

RESULT:	**APPROVED [UNANIMOUS]**
MOVER:	Arthur J. Byrnes, District 1 - Commissioner
SECONDER:	Penny Currie, District 2 - Commissioner
AYES:	Byrnes, Currie, Danio, Via, Penny

Enacted and approved this 23rd day of October, 2018, in Holly Hill

6.

Capital Lease - 2018 Aquatech B-10 Jet/Vac

(Requested by John McKinney, Finance)

7.3

HOLLY HILL
FLORIDA

STAFF REPORT
CITY OF HOLLY HILL, FLORIDA

City Commission
Resolution

MEETING DATE: October 23, 2018
FROM: Joseph Forte
SUBJECT: Resolution 2018-R-70 A Resolution of the City Commission of the City of Holly Hill, Florida, Authorizing the City Manager to Accept and Approve Its Designated Portion of the Volusia County Integrated Floodplain Management Plan. Providing for Severability and Providing an Effective Date.
NUMBER: (ID # 2259)
APPLICANT:
PLANNER:

DISCUSSION:

Holly Hill has been an active participant in Volusia Prepares, the Local Mitigation Strategy working group, which has established a comprehensive, coordinated planning process involving the county and its municipalities, as well as other public and private sector organizations, to eliminate or decrease these vulnerabilities. Holly Hill representatives and staff have identified, justified and prioritized a number of proposed projects and programs needed to mitigate the vulnerabilities of Holly Hill to the impacts of future flood events.

The National Flood Insurance Program (NFIP) provides federally subsidized flood insurance in communities that regulate development in floodplains and the National Flood Insurance Program Community Rating System (CRS) rates the various community floodplain management programs and reduces flood insurance premiums in those communities that meet Community Rating System Program requirements.

In an effort to reduce the potential for personal and property losses in flood-prone areas and ensure the lowest possible flood insurance premiums for residents; and

The adoption of the 2018 Volusia County Integrated Floodplain Management Plan and integration into the Local Mitigation Strategy supports this effort and the formal adoption of the Plan by the local governing body is a requirement of the Community Rating System Program.

The attached Resolution provides for the City of Holly Hill to accept and approve the designations within the Volusia County Floodplain Management Plan.

FISCAL ANALYSIS:

N/A

STAFF RECOMMENDATION:

Approve Resolution 2018-R-70.

COMMISSION GOAL:

Goal #4: Provide proficient public health and safety services in terms of police and fire protection, water, storm water, waste water and solid waste management and disaster preparedness with a focus on intergovernmental collaboration, private sector partnerships, and utilization of technologies and proven innovations.

MOTION:

APPROVE RESOLUTION 2018-R-70, AUTHORIZING THE CITY MANAGER TO ACCEPT AND APPROVE ITS DESIGNATED PORTION OF THE VOLUSIA COUNTY INTEGRATED FLOODPLAIN MANAGEMENT PLAN.

Lake Helen Resolution To Be Added Here

New Smyrna Beach Resolution To Be Added Here

RESOLUTION 2018-10

A RESOLUTION OF THE CITY OF OAK HILL OF VOLUSIA COUNTY, FLORIDA RELATING TO THE VOLUSIA COUNTY INTEGRATED FLOODPLAIN MANAGEMENT PLAN

Whereas, coastal and riverine flooding are significant threats to the health and safety of the citizens of Volusia County and its municipalities; and

Whereas, the Oak Hill City Commission recognizes the importance of reducing vulnerabilities to flood events for the overall good and welfare of the community; and

Whereas, Volusia County has been an active participant in Volusia Prepares, the Local Mitigation Strategy working group, which has established a comprehensive, coordinated planning process involving the county and its municipalities, as well as other public and private sector organizations, to eliminate or decrease these vulnerabilities; and

Whereas, Volusia County's representatives and staff have identified, justified and prioritized a number of proposed projects and programs needed to mitigate the vulnerabilities of unincorporated areas of Volusia County to the impacts of future flood events; and

Whereas, the National Flood Insurance Program (NFIP) provides federally subsidized flood insurance in communities that regulate development in floodplains; and

Whereas, the National Flood Insurance Program Community Rating System (CRS) rates the various community floodplain management programs and reduces flood insurance premiums in those communities that meet Community Rating System Program requirements; and

Whereas, in an effort to reduce the potential for personal and property losses in flood-prone areas and ensure the lowest possible flood insurance premiums for residents; and

Whereas, the adoption of the 2013 Volusia County Integrated Floodplain Management Plan and integration into the Local Mitigation Strategy supports this effort; and

Whereas, the formal adoption of the Plan by the local governing body is a requirement of the Community Rating System Program;

Now therefore, be it resolved on this 24th day of September 2018 that,

1] The Oak Hill City Commission hereby accepts and approves of its designated portion of the Volusia County Integrated Floodplain Management Plan,

2] The Oak Hill City Commission accepts and endorses the mitigation goals and objectives established by Volusia Prepares for the countywide Plan, and the anticipated schedule for the next updating of the strategy,

3] The Oak Hill City Commission finds that the proposed flood mitigation projects and programs included in the Plan by other jurisdictions and organizations are acceptable, that they will not adversely affect the county or its neighborhoods, and that they do not conflict with or duplicate the flood mitigation proposals made by the county itself,

4] The agency personnel of Volusia County are requested and instructed to pursue available funding opportunities for implementation of the proposals designated therein,

5] The agencies and organizations within Volusia County will, upon receipt of such funding or other necessary resources, seek to implement the proposals contained in the county's individual section of the Plan, and

6] The Oak Hill City Commission will continue to participate in the updating and expansion of the Volusia County Integrated Floodplain Management Plan in the years ahead, and

7] The Oak Hill City Commission will further seek to encourage the businesses, industries and community groups operating within Volusia County to also participate in the updating and expansion of the Volusia County Integrated Floodplain Management Plan in the years ahead,

It was moved by Commissioner Bracy and seconded by Vice Mayor Hyatt that said Resolution 2018 - 10, is passed on first reading. A roll call vote of the City Commission on said motion resulted as follows:

Mayor Gibson	YES
Vice Mayor Hyatt	YES
Commissioner Lindlau, Seat #2	YES
Commissioner Bittle, Seat #3	YES
Commissioner Bracy, Seat#4	YES

Passed upon first reading this 24th day of September 2018.

Douglas A Gibson, Mayor

ATTEST:

Kohn Evans

City Clerk/Administrator

Approved as to form and legality for the use and reliance of the City of Oak Hill, Florida, only.

Scott E. Simpson, City Attorney

Orange City Resolution To Be Added Here

RESOLUTION NO. 2018-137

A RESOLUTION OF THE CITY OF ORMOND BEACH ADOPTING THE 2018 VOLUSIA COUNTY FLOODPLAIN MANAGEMENT PLAN; AND SETTING FORTH AN EFFECTIVE DATE.

WHEREAS, areas of the City of Ormond Beach are vulnerable to coastal and riverine flooding that significantly threaten the safety of residents; and

WHEREAS, the National Flood Insurance Program (NFIP) provides federally supported flood insurance in communities that regulate development in floodplains; and

WHEREAS, the Community Rating System (CRS) rewards communities that exceed the minimum requirements of the NFIP that help citizens prevent or reduce flood losses; and

WHEREAS, the City of Ormond Beach actively participates in Volusia Prepares, the Local Mitigation Strategy (LMS) working group, and adopted the Volusia County Multi-jurisdictional LMS by Resolution 2005-55 on March 15, 2005; and

WHEREAS, the City of Ormond Beach strengthened the LMS by adopting the 2013 Volusia County Integrated Floodplain Management Plan by Resolution 2013-112 on June 18, 2013; and

WHEREAS, The County of Volusia contracted with the East Central Florida Regional Planning Council (ECFRPC) to complete the required 5-year update of the 2013 Volusia County Integrated Floodplain Management Plan; and

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WHEREAS, the City Commission adopted Resolution 2018-90 supporting the planning process to update the 2013 Volusia County Integrated Floodplain Management Plan in compliance with the Community Rating System (CRS) guidelines; and

WHEREAS, the East Central Florida Regional Planning Council has completed the 2018 Volusia County Integrated Floodplain Management Plan (the "Plan) in accordance with the FEMA Community Rating System planning process; and

WHEREAS, the City Commission finds the Plan consistent with its goals and objectives in reducing the potential for personal/property losses in flood-prone areas and ensuring the lowest possible flood insurance premiums for residents, now therefore,

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF ORMOND BEACH, FLORIDA, THAT:

SECTION ONE. The City Commission hereby accepts the Plan attached hereto as Exhibit "A", approves those designated parts of the Plan pertaining to laws within the City, and hereby adopts the same as the official Floodplain Management Plan.

SECTION TWO. This Resolution shall take effect immediately upon its adoption.

APPROVED AND AUTHENTICATED this 2nd day of October, 2018.

Bill Partington

BILL PARTINGTON
Mayor

ATTEST:

Lisa Dahme

LISA DAHME
City Clerk

S:\LEGAL\CITY COMMISSION ITEMS\RESOLUTION\2018\10-02-18\18-137AR - VC INTEGRATED FMP ADOPT UPDATED 5 YEAR PLAN P18-0093G 3653.DOCX 9/26/2018 15:28

RESOLUTION NO. 2018-12

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PIERSON, FLORIDA IN SUPPORT OF THE PLANNING PROCESS FOR THE DEVELOPMENT OF THE REVISED "VOLUSIA COUNTY & MUNICIPAL FLOODPLAIN MANAGEMENT PLAN"

WHEREAS, Coastal and riverine flooding are significant threats to the safety of residents of Volusia County and its municipalities: and,

WHEREAS, The National Flood Insurance Program (NFIP) provides federally supported flood insurance in communities that regulate development in floodplains: and

WHEREAS, The Community Rating System (CRS) grades the various community floodplain management programs and reduces flood insurance premiums in those communities that meet certain requirement: and

WHEREAS, In an effort to reduce the potential for personal/property losses in flood-prone areas and ensure the lowest possible flood insurance premiums for residents, Volusia County has contracted with East Central Florida Regional Planning Council to draft the revised floodplain management plan in alignment with CRS guidelines: and

WHEREAS, The East Central Florida Regional Planning Council is also required to integrate the floodplain management plan into the local mitigation strategy: and

WHEREAS, The floodplain management plan will be revised in July 2018.

The Town of Pierson considers the floodplain management plan to be of utmost importance to Volusia County and the Town of Pierson and supports the floodplain management plan.

The within and foregoing Resolution No. **2018-12** was read before the Town Council of the Town of Pierson, Florida at its meeting held at Pierson Town Hall, on the **24th day of July 2018**

It was moved by Council Member **Herbert Bennett** and seconded by Vice Chair **James Peterson** that said Resolution be duly adopted.

A roll call vote of the Council on said motion resulted as follows:

Samuel G.S. Bennett, Chairman	**AYE**
James T. Peterson, Vice Chairman	**AYE**
Herbert J. Bennett, Council Member	**AYE**
Robert F. Greenlund, Council Member	**AYE**
Thomas R. Larrivee, Council Member	**AYE**

Be it finally resolved that this Resolution No. **2018-12** shall be made a part of the permanent records of the Town of Pierson, Florida.

ATTEST:

Carmen M. Spelorzi, Town Clerk

Samuel G.S. Bennett, Chairman

RESOLUTION 2018-10

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PONCE INLET, FLORIDA IN SUPPORT OF THE PLANNING PROCESS FOR THE DEVELOPMENT OF THE REVISED "VOLUSIA COUNTY & MUNICIPAL FLOODPLAIN MANAGEMENT PLAN"

WHEREAS, coastal and riverine flooding are significant threats to the safety of residents of Volusia County and its municipalities: and,

WHEREAS, the National Flood Insurance Program (NFIP) provides federally supported flood insurance in communities that regulate development in floodplains: and

WHEREAS, the Community Rating System (CRS) grades the various community floodplain management programs and reduces flood insurance premiums in those communities that meet certain requirement: and

WHEREAS, in an effort to reduce the potential for personal/property losses in flood-prone areas and ensure the lowest possible flood insurance premiums for residents, Volusia County has contracted with East Central Florida Regional Planning Council to draft the revised floodplain management plan in alignment with CRS guidelines: and

WHEREAS, the East Central Florida Regional Planning Council is also required to integrate the floodplain management plan into the local mitigation strategy: and

WHEREAS, the floodplain management plan will be revised in August 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF PONCE INLET, FLORIDA AS FOLLOWS:

SECTION 1: The Town of Ponce Inlet considers the floodplain management plan to be of utmost importance to Volusia County and the Town of Ponce Inlet and supports the floodplain management plan planning process.

SECTION 2. This Resolution shall take effect immediately upon its adoption.

It was moved by Councilmember Paritsky and seconded by Vice-Mayor Hoss that said Resolution be passed. A roll call vote of the Town Council on said motion resulted as follows:

Mayor Smith, Seat #1	Yes
Councilmember Milano, Seat #2	Excused Absent
Vice-Mayor Hoss, Seat #3	Yes
Councilmember Perrone, Seat #4	Yes
Councilmember Paritsky, Seat #5	Yes

Adopted this 23rd day of August, 2018.

Town of Ponce Inlet, Florida

Gary L. Smith, Mayor

ATTEST:

Jeaneen Witt, CMC
Town Manager/Town Clerk

RESOLUTION NO. 18-52

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE CITY OF PORT ORANGE'S DESIGNATED PORTION RELATING TO THE "VOLUSIA COUNTY INTEGRATED FLOODPLAIN MANAGEMENT PLAN"; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, areas of the City of Port Orange are vulnerable to the human and economic costs of natural, technological, and societal disasters; and,

WHEREAS, the City of Port Orange's governing body recognizes the importance of developing projects and programs to reduce or eliminate those vulnerabilities for the overall good and welfare of the community; and

WHEREAS, proposed projects and programs have been incorporated into the current version of the Volusia County Integrated Floodplain Management Plan that has been prepared and issued for consideration and implementation by the communities and jurisdictions of Volusia County.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City of Port Orange hereby accepts and approves of its designated portion of the Volusia County Integrated Floodplain Management Plan, attached hereto as **Exhibit "A"**.

(RESO. NO. 18-52)

Section 2. The City of Port Orange accepts and endorses the mitigation goals and objectives established for the county-wide plan.

Section 3. The agencies and organizations within the City of Port Orange will, upon receipt of such funding or other necessary resources, seek to implement the proposals contained in the City's individual section of the strategy.

Section 4: The Resolution shall become effective immediately upon its adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC City Clerk

Adopted on the 13 day of November, 2018

Reviewed and Approved:

Margaret T. Roberts, City Attorney

EXHIBIT "A"

A COMPLETE COPY OF THE 2018 VOLUSIA COUNTY INTEGRATED FLOODPLAIN MANAGEMENT PLAN is available in the Office of the City Clerk:

Robin L. Fenwick, CMC, City Clerk
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5563

RESOLUTION NO. 18-24

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SOUTH DAYTONA, FLORIDA, AUTHORIZING THE ADOPTION OF THE 2018 UPDATE TO THE CITY OF SOUTH DAYTONA ANNUAL PROGRESS REPORT FOR THE CITY'S FLOODPLAIN MANAGEMENT PLAN; PROVIDING FOR CONFLICTING RESOLUTIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, areas of the City of South Daytona are vulnerable to the human and economic costs of natural, technological and societal disasters, and

WHEREAS, the City of South Daytona governing body realizes the importance of reducing or eliminating those vulnerabilities for the overall good and welfare of the community, and

WHEREAS, the City of South Daytona has been an active participant in Volusia Prepares, the Local Mitigation Strategy working group, which has established a comprehensive, coordinated planning process involving the county and its municipalities, as well as other public and private sector organizations, to eliminate or decrease these vulnerabilities, and

WHEREAS, the City of South Daytona representatives and staff have identified, justified and prioritized a number of proposed projects and programs needed to mitigate the vulnerabilities of areas of South Daytona to impacts of future disasters, and

WHEREAS, the City of South Daytona updates its Floodplain Management Plan annually to include the status of projects and programs to mitigate flooding, and

WHEREAS, the City of South Daytona Floodplain Management Plan is incorporated into the Five-Year Countywide Local Mitigation Strategy Plan that was updated and approved in 2015.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SOUTH DAYTONA, VOLUSIA COUNTY, FLORIDA:

Section 1. Description of Actions. The City Council of the City of South Daytona approves the updated Annual Progress Report for the City's Floodplain Management Plan.

Section 2. Repealer. All prior resolutions, if any, which conflict with this resolution are hereby repealed.

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this resolution, or application hereof, is for any reason held invalid or unconstitutional by any Court, such portion or application shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions or application hereof.

Section 4. Effective Date. This resolution shall become effective immediately upon its adoption.

APPROVED AND ADOPTED upon first and final reading at the regular meeting by the City Council of the City of South Daytona, Florida, on the 10 day of September, 2018.

SIGNED:

William C. Hall, Mayor

ATTEST:

Joseph W. Yarbrough
City Manager

CERTIFIED AS TO FORM:

Scott Simpson
City Attorney

ATTACHMENT "A"

City of South Daytona Floodplain Management Plan
Annual Progress Report (2018)

1.) Floodplain Management Plan Implementation Update/Status

The City has accomplished or is continuously striving to achieve each of the City's mitigation initiatives. The City of South Daytona Floodplain Management Plan was incorporated into the Volusia County Integrated Management Plan by Resolution and the annual progress report update. An electronic copy of the Volusia County Integrated Floodplain Management Plan 2015 Update and the City of South Daytona Floodplain Management Plan and Action Plan is available for review at the County of Volusia website: http://www.volusia.org/services/public-protection/emergency-management/ The City of South Daytona 2017 Annual Progress Report is available for review at the City of South Daytona's website: http://www.southdaytona.org/department/division.php?structureid=29.

Goal – To protect human life and health through preparedness of emergency response teams from the Fire, Police and Public Works Departments.

Status – The City has prepared and updates the South Daytona Disaster/Recovery Plan as needed. The plan outlines interdepartmental coordination for a unified response to disasters including flooding events. The Fire Department, Police, Public Works and the Community Development Department play vital rolls in the implementation of any emergency response.

Goal – Provide leadership in protecting residential properties from the impacts of floods by coordinating historical data with updated storm water management studies to identify possible flooding concerns.

Status – The City Council and City Manager are dedicated to the protection of the community from flooding issues. South Daytona is a coastal community with an average ground elevation of about 6.0' above sea level. This geographical feature dictates the need to be active, aggressive and responsive to the community needs for flood protection.

Goal – To minimize the need for rescue and relief efforts associated with flooding and generally undertaken at the expense of the general public with proper planning and cost effective storm water improvements.

Status – The City is continuously assessing the Stormwater Infrastructure and making necessary improvements as needed. South Daytona implemented a Stormwater Utility Fee to fund projects and has spent over $30,000,000 in the past 20 years on stormwater related projects.

Goal – To minimize damage to public facilities and utilities such as water and gas mains, electric, telephone and sewer lines, streets and bridges located in floodplains through hardening facilities and Public Works Department preparedness.

Status – Public Works, in conjunction with other utility and service providers work together to maintain in proper condition, replace when needed, and harden when necessary, all utilities, streets and bridges within the City.

Page 2 of 4

Goal – To help maintain a stable tax base by providing for the sound use and development of flood prone areas in such a manner as to minimize flood blighted areas.

Status – An integral part of a stable tax base for sound development is adhering to sound development codes and stormwater protection. South Daytona has in place a very strict development code that exceeds the minimum requirements set forth in the Florida Building Code and the Community Rating System Program.

Goal – Provide advice to property owners by the Floodplain Manager and Chief Building Official, concerning the protection of their properties from flooding.

Status – This service is provided on request by both the Floodplain Manager and Chief Building Official and has been an invaluable outreach program to assist homeowners and business owners with their localized drainage issues.

Goal – Maintain a Public awareness program that informs all property owners in the flood zones that are located in a flood zone through mail-outs and website.

Status – City staff continues to mail letters annually to homeowners of repetitive loss structures and those located in the SFHA regarding their location/status of their flood zone. The City website also provides many different documents and links for Public Awareness.

Goal – Maintain an aggressive grant program to identify and obtain funding for both pre- and post-disaster mitigation projects through the Community Development and the Redevelopment Departments.

Status – City staff continues to apply for grants and most recently was awarded over $200,000 for a stormwater improvement project to reduce flooding in the Lantern Park Subdivision. The project includes building a stormwater pond for retention of run-off and reduction of flooding. The City has received over 30 million dollars over the past 40 years for mitigation and stormwater that have significantly reduced the number of structures that could flood during storm events.

NEW Status: The City was awarded over $300,000 in grant funds for a stormwater project to reduce flooding in the Jones Street neighborhood. The project includes a stormwater pond for retention of run-off and reduction of flooding and was completed in the spring of 2017.

Goal – Create programs to manage the surface water runoff through maintaining an updated stormwater management plan through the Public Works Department in conjunction with the Floodplain Manager and Chief Building Official.

Status – South Daytona has a Master Drainage Plan that is updated regularly with field collected data from Public Works after major storm events. Improvements are designed for areas with reoccurring flooding issues.

2.) Failure to meet objectives or implement goals/initiatives.

N/A – The City of South Daytona meets their objectives or implements goals/initiatives as provided for in the plan.

3.) New projects and recommendations.

New Mitigation Projects:

VOL – 0471 Windle Lane Stormwater Project

This project includes the purchase of a 2.26 acre vacant lot adjacent to the two existing stormwater ponds. The existing ponds are located on 1.37 acres and serve two phases of the Coventry Forest Subdivision. The acquired 2.26 acre lot will be excavated along with the other two existing ponds to make one large wet detention system. This larger system will have a pumping station to aid in recovery efforts during and after major storm events thereby allowing better ingress/egress for our emergency services vehicles. The project also includes an outfall structure designed to stop tail water from Reed Canal backing up into the proposed pond system. Funding of the project includes FEMA - $262,500, DEP - $50,000 and the City is applying for additional funds in 2019 through SJRWMD.

VOL – 0552 – South Daytona SRL Reconstruction Project 1

2411 S. Palmetto Avenue, Severe Repetitive Loss Structure, Demolition and Reconstruction of Home.

Past LMS Projects and Status:

VOL-0389 – South Daytona EOC/Public Works Facility. Design underway; no funding to date.
VOL-0210 – Country Club Manor Subdivision. Design underway; no funding to date.
VOL-0246 – Reed Canal Reconstruction Design. Design underway; no funding to date.
VOL-0244 – Golfview Subdivision Retrofit – Phase V Stormwater. Completed 2008.
VOL-0245 – Lantern Park Retrofit – Phase V Stormwater. Completed in 2016.
VOL-0247 – Western Road Stormwater Improvements. Completed 2006.
VOL-0248 – Greenbriar Subdivision Retrofit Completed 2012.
VOL-0378 – Stevens Canal Outflow Pond Completed 2010.
VOL-0395 Reed Canal Stormwater Treatment Facility Completed 2012.
VOL-0453 Lantern Subdivision Retention Pond Completed in 2016.
VOL-0469 Jones Street Stormwater Project Completed in 2017.

RESOLUTION 2018- 121

A RESOLUTION OF THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA ADOPTING THE VOLUSIA COUNTYWIDE INTEGRATED FLOODPLAIN MANAGEMENT PLAN; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, coastal and riverine flooding are significant threats to the health and safety of the citizens of Volusia County and its municipalities;

WHEREAS, the Volusia County Council recognizes the importance of reducing vulnerabilities to flood events for the overall good and welfare of the community;

WHEREAS, Volusia County has been an active participant in "Volusia Prepares," the local mitigation strategy working group that established a comprehensive, coordinated planning process involving the county and its municipalities, as well as other public and private sector organizations, in order to eliminate or decrease these vulnerabilities;

WHEREAS, Volusia County's representatives and staff have identified, justified and prioritized a number of proposed projects and programs needed to mitigate the vulnerabilities of unincorporated areas of Volusia County to the impacts of future flood events;

WHEREAS, the National Flood Insurance Program ("NFIP") provides federally subsidized flood insurance in communities that regulate development in floodplains;

WHEREAS, the NFIP community rating system ("CRS") rates the various community floodplain management programs and reduces flood insurance premiums in those communities that meet CRS requirements;

WHEREAS, efforts to reduce the potential for personal and property losses in flood-prone areas and ensure the lowest possible flood insurance premiums for residents are in the interest of the residents of Volusia County;

WHEREAS, the adoption of the 2018 Volusia County Integrated Floodplain Management Plan (the "Plan") and integration of it into the local mitigation strategy supports this effort; and

WHEREAS, the formal adoption of the Plan by the local governing body is a requirement of the CRS program.

BE IT RESOLVED BY THE COUNTY COUNCIL OF VOLUSIA COUNTY, FLORIDA, IN OPEN MEETING DULY ASSEMBLED IN THE THOMAS C. KELLY ADMINISTRATION CENTER, DELAND, FLORIDA THIS 18TH DAY OF SEPTEMBER, 2018, AS FOLLOWS:

SECTION 1. The Volusia County Council hereby accepts, approves and adopts the "Volusia County Integrated Floodplain Management Plan" as the Plan pertains to unincorporated Volusia County.

SECTION 2. The Volusia County Council accepts and endorses the mitigation goals and objectives established by "Volusia Prepares" for the countywide Plan, and the anticipated schedule set forth on page 46 of the Plan for the next updating of the strategy.

SECTION 3. The Volusia County Council finds that the proposed flood mitigation projects and programs included in the Plan by other jurisdictions and organizations are acceptable, that they will not adversely affect the county or its neighborhoods, and that they do not conflict with or duplicate the flood mitigation proposals made by the county itself.

SECTION 4. Volusia County will make reasonable efforts to pursue available funding opportunities for implementation of the proposals designated in the Plan.

SECTION 5. The agencies and organizations within Volusia County will, upon receipt of such funding or other necessary resources, seek to implement the proposals contained in the county's individual section of the Plan.

SECTION 6. The Volusia County Council intends to continue to participate in the updating and expansion of the Plan in the years ahead.

SECTION 7. The Volusia County Council will further seek to encourage the businesses, industries and community groups operating within Volusia County to participate in the updating and expansion of the Plain in the years ahead.

SECTION 8. EFFECTIVE DATE. This resolution shall take effect immediately upon its adoption.

DONE AND ORDERED IN OPEN MEETING.

COUNTY COUNCIL
VOLUSIA COUNTY, FLORIDA

ATTEST: _____
George Recktenwald
Interim County Manager

BY: Vice Chair Deb Denys For
Ed Kelley
County Chair

APPENDIX J: CONSEQUENCES BY HAZARD

The consequences by hazard can be found on the following pages of this report. Within this section, environmental, economic and societal issues associated with each hazard covered in this report are identified.

RISK and VULNERABILITY (4.3.1)	People	Property	Environment	Program Operations
HAZARD/HIRA				
Natural				
Hurricanes/Tropical Storms	According to the Volusia County Property Appraiser, over 45% of the County's population resides along the coast (205,000 people). The coastal region also leads the County in tourism. The large coastal population is highly vulnerable to the affects of a hurricane. Volusia County's worst hurricane season was 2004. Hurricanes Charley, Frances and Jeanne impacted Volusia County, back-to-back. Although Charley was the only storm to impact the County with hurricane-force winds, never-the-less these storms had a major impact on homes and infrastructure, and caused adverse human consequences. (Section V)	Volusia County's worst hurricanes on record were Hurricanes Charley, Frances and Jeanne in 2004. These back-to-back storms battered Volusia County with tropical storm force winds for weeks. Storms of this magnitude have the potential to destroy homes and infrastructure, injure and kill people in its path, and cause massive environmental consequences. Cumulatively the County experienced over $560,000,000 in damages. Approximately 40% of homes were damaged. Based on the hazard analysis, Volusia County's annualized losses to residential buildings from Hurricanes is over $280 million. For non-residential buildings, annualized losses total almost $70 million. (Section V and VI)	Hurricanes do not only bring high winds to Volusia County, they also have the potential to produce inland flooding, tornadoes, storm surge, and significant beach erosion. These four hazards can severely impact the environment by downing trees, eroding sensitive coastal dunes and ecosystems, loss of sea turtle nests, and causing the runoff of debris and potentially hazardous materials into our waterways. Because erosion events were part of other hazard events (e.g., storm surge, hurricane, severe winter storm) the monetary damage for the erosion alone is unknown.	Program operations may be impacted by a hurricane. Historically, tropical depressions and tropical storms have not impacted the County's ability to perform it's day-to-day program and CEOC operations. Preparedness, response, and recovery efforts have been implemented with no additional strain to the County. In the case of a direct land-falling hurricane in Volusia County, program operations may become strained, especially if it is a major hurricane (Cat 3 or greater). In these situations we will rely on assistance from other counties through the Emergency Management Assistance Compact (EMAC) (mutual aid) or through the State and FEMA. In some cases, it may take several weeks or months to return program operations to a normal level. (VC CEMP)
Floods	According to FEMA, flooding is the most costly natural hazard in the U.S. and can cause long-term adverse psychological impacts. According to FloodSmart.gov, all 50 states are at risk to flooding and flash floods. Flash floods are particularly dangerous because they can quickly sweep cars off roadways, causing injuries and causalities to people in its path. (Volusia County does not experience true "flash flooding"). In addition to life safety, property can be damaged by just an inch of water (FloodSmart.gov). Homeowners insurance and renter's insurance does not cover flooding. A separate policy under the NFIP must be purchased. Citizens without flood insurance may not receive any assistance to repair their homes and property following an event. Countywide, there are 47,452 structures in the 100-year floodplain. For a map the 100-year floodplain, see Figure 5.10.	Property in low-lying areas or Special Flood Hazard Areas (100 year floodplain) are susceptible to damage from flooding (FloodSmart). Floods can destroy homes and businesses, erode property along creeks and rivers, and washout roads and bridges. In some cases, flooding is a secondary hazard from a hurricane event. Volusia County has experienced ten major flood events since 1994 resulting in over $35,000,000 in insured flood losses. (Section V)	Flooding has the potential to put our environment at risk in different ways. Flooding erodes our river beds which causes sediments to enter the waterways, potentially clogging our stormwater systems. Floods can also bring hazardous materials/pollution into our waterways via runoff. The County's sensitive riparian ecosystems are often negatively impacted in this process. When Lake Okeechobee nears flood level, water is emptied directly into the intracoastal waterway. This water, rich in nutrients, results in algae blooms and oxygen depletion in our rivers, resulting in fish die-offs. Due to a lack of data on historical environmental impacts from flooding in Volusia County, we were unable to directly calculate the full cost.	In rare occasions, program operations may be impacted by a flood. The VCEOC does not sit in a Special Flood Hazard Area (SFHA), although much of the surrounding land, roadways, and access points do. Historically, the EOC has remained operational during flood events with no impact to program operations. County programs may become strained responding to local or statewide flooding events. In these situations we may rely on assistance from other counties and the state through the Emergency Management Assistance Compact (EMAC) and mutual aid agreements.
Thunderstorms	Severe thunderstorms are a common occurrence in Volusia County throughout the year. These are dangerous events capable of producing high winds, hail, tornados, and lightning. All citizens in Volusia County are at risk to the negative effects of thunderstorms. Downed trees, damage to homes, loss of electricity, and rarely, casualties are common byproducts of severe thunderstorms. (Section V and VI)	According to NOAA's Climatic Data Center, from 1996 - 2013, Volusia County had 120 severe thunderstorm/wind events, causing approximately $142 million in property damage with zero fatalities. All property in Volusia County is at risk to the negative effects of thunderstorms. Downed trees, damage to homes, businesses, and infrastructure, and loss of electricity are common byproducts of severe thunderstorms. (Section V and VI)	Severe thunderstorms in Volusia County have historically had a minimal impact on the environment. In some cases, these storms can down trees and vegetation and cause localized flooding. Please see "Floods" above.	There is no risk to program operations from thunderstorms. VCEM's ability to respond to and manage the event should not be impacted. The VCEOC is equipped with two generators and redundant communication systems. In a catastrophic event, the VCEM may rely on outside support to maintain operations as stated in the above hazard examples.
Tornados	Tornadoes pose a great risk to people and structures. While Volusia County is not located in "tornado alley", people are at risk to the impacts of a tornado. From 1953 to 2009, Volusia County had 69 tornado events, responsible for 2 deaths and 107 injuries. (table 5.12) Not only can tornadoes threaten life safety, they can demolish homes and businesses, destroy infrastructure, and impact entire communities.	Tornadoes pose a great risk to property. From 1996 to 2013, Volusia County had 37 tornado events, responsible for over $142,000,000 in property damage. Two fatalities and 128 injuries were reported. (Section V, NOAA Climatic Data Center) Tornadoes can reach wind speeds over 200mph, (although the most powerful tornado to impact Volusia County was an EF3) lifting homes and businesses off of their foundations, crippling infrastructure and creating automobile sized missiles. Entire communities may be destroyed.	Because of the vast range of wind speeds associated with tornadoes, the environment is at risk to a variety of impacts. Even an EF0 (65-85mph) can uproot trees and vegetation. In stronger tornadoes, debris will tossed miles away from the source, potentially entering our waterways. Hazardous materials may escape if vehicles are damaged or storage tanks are compromised.	Unless there is a direct impact from a tornado, there is no risk to program operations at the County level. Preparedness, response, and recovery efforts should not be impeded. The VCEOC would remain operational, supporting the local officials. In the case of a direct hit to the VCEOC, program operations would be minimally affected, as the building is hardened to withstand an EF-4 tornado.
Wildfire	Wildfires are one of the most common hazard events in Volusia County. Between 2000 - 2008, the average number of wildfires per year was 129 (Table 5.18). People and their property are at risk to the impacts of a wildfire. Wildfires can burn down trees, vegetation, homes and businesses. Smoke from wildfires can be detrimental to the health of citizens living in close proximity to the fires. Smoke and ash from wildfires can obscure vision and cause extended road closures.	Wildfires can destroy public and private property, ravish parklands, and disrupt the service of critical utilities. The most recorded wildfires in a 2-month period in Volusia County was 233 fires between June and July 1998; 163,000 acres burned. The fires threatened 29,000 homes, $60,000,000 in timber was lost, and $2,100,000 in property damage resulted. Both forested and urban areas are at risk to wildfires. (Section V and VI)	Though many wildfires are a natural process, the environment may be negatively impacted. Wildfires can start in urban or woodland areas. The national average size of a wildfires is 309.6 acres (NOAA Wildfire Report 2012). Not only are trees impacted by these fires, so are the native species of plants and animals. Smoke and ash from the fires can pollute waterways and the air.	There is a minimal risk to program operations posed by wildfires. Historically, the VCEOC has been impacted by a wildfire on two occasions, however the smoke intrusion was never severe enough to require COOP activation. If there was a wildfire at or near the VCEOC that caused air pollution or blocked access roads to the facility, program operations may become strained. In this situation, VCEMD may activate our COOP Plan. In extreme circumstances, the VCEM may seek outside help through mutual aid agreements and EMAC.
Drought/ Extreme Heat	People are indirectly at risk to drought. Drought negatively affects agriculture and livestock, which impacts the food people eat. Farmers are the most directly impacted by the impacts of drought. Extreme heat is one of the leading causes of natural hazard deaths in the United States (International Journal of Health Geographics).	Property may be at high risk to drought under extreme circumstances. Extended periods of drought impacts agricultural products and farmlands. Crop losses may be significant. The fern industry may be adversely impacted. Volusia County experienced droughts in 1981, 1985, 1998, 1999, and 2000. (Section V and VI)	The environment is also at risk to drought and extreme heat. Without water, vegetation and sensitive ecosystems may be negatively impacted. Stream flows may be reduced, impacting riparian and riverine ecosystems. (Section V)	Program operations will not be impacted by drought conditions.
Hail	Everyone in Volusia County is at risk to hail. Hail can cause injuries and, in rare cases, death if people are outside during an extreme hail event. In Volusia County there have been no recorded fatalities or injuries reported from hail. (Section V) Hail is more harmful to homes and businesses as it can damage roofs and windows on buildings and vehicles.	Although hail storms do not typically cause widespread damage to property, if the size of the hailstones are great enough, hail can puncture roofs, break car windshields, dent bodywork, and damage windows. Total losses from the 78 hail events from 1996 - 2013 in Volusia County is over $110,000. (Table 5.3). Because hail is formed during thunderstorms, see "Thunderstorms" for more information.	Although the entire County and environment is vulnerable to hail, there are no direct significant impacts to the environment. An example of an indirect impact may be vehicular accidents on roadways that leak gasoline and hazardous materials into roadways.	Program operations will not be impacted directly by hail. Because hail is formed during thunderstorms, see "Thunderstorms" for more information.
Sea Level Rise	Coastal areas and low-laying river-adjacent areas are susceptible to sea level rise. Often times, these areas are highly populated. Sea level rise is a long term hazard and short term loss of life is not a likely outcome.	Property adjacent to the Atlantic Ocean, Indian River Lagoon, Halifax River and the St. Johns River are at risk for sea level rise. Impacts to property in Volusia County are expected to begin in the 2040 to 2070 time frame.	Sea level rise can inundate structures over the long term, posing an environmental risk if these facilities carry hazardous materials. Sea level rise is also projected to deteriorate coastal systems such as dunes.	Volusia County took part in the East Central Florida Regional Resiliency Action Plan, the East Central Florida Regional Resilience Collaborative, and other internal sea level rise studies. Sustainability of program operations was analyzed as part of these efforts.
NOAA Climatic Data Center	http://www.ncdc.noaa.gov/			

RISK and VULNERABILITY (4.3.1) (con't)	People	Property	Environment	Program Operations
HAZARD/HIRA				
Natural (Cont'd)				
Severe Winter Storms	All of Volusia County is vulnerable to winter storms. Being in the southern portion of the nation, we rarely experience severe winter storm events, however there were two extended cold periods in the 1980's that froze many of the orange groves. (Section V) NOAA's Climactic Data Center has recorded 0 severe winter storms from 1996 - 2009. Historically the greatest impact of cold weather has been on the homeless population. Shelters have been opened during cold weather events for them.	All of Volusia County is vulnerable to winter storms. The greatest impact was to the orange groves and fern industry in the 80's. The fern industry was also impacted. No dollar amount of damage is available.	The environment is at risk to the negative effects of winter weather. Freezing temperatures can hurt crops and vegetation, particularly non-native species.	Program operations will not be impacted by winter weather.
Lightning	Everyone in Volusia County is at risk to lightning, as Florida is the lightning capitol of the U.S. Lightning can cause serious personal injuries and, in some cases, death. Since 1994, lightning has caused 1 death and five injuries. (Section V) Lightning is also harmful to homes and businesses, potentially sparking fires or destroying an electrical system. Beach goers, boaters, and golfers are at particular risk to lightning.	All of Volusia County is at risk to lightning. Lightning has caused over $1,367,000 in property damage since 1996. (Table 5.8, NOAA Climactic Data Center) Lightning is responsible for causing numerous structure fires and wildfires in Volusia County, particularly during our dry season in the later winter/early spring.	The environment is vulnerable to lightning strikes. Lightning can spark fires, and if conditions are dry enough, lightning can spark a serious wildfire (Section V). See "Thunderstorms" and "Wildfires" for more information.	Program operations will not be impacted directly by lightning. If VCEOC is directly hit by lightning, we have redundant power, IT, and communication systems in place.
Coastal Erosion	Although there is no life-safety issue with coastal erosion, people living on the coastline of Volusia County are at risk to this hazard type. Because coastal erosion can be a result of tropical storms, hurricanes, and nor'easters, homes and structures built along the coastline may be damaged in a hurricane event. Homes may fall into the ocean and protective dunes may be destroyed.	All property along the coast of Volusia County is at risk to coastal erosion. Private properties in some areas lose inches or feet of beach each year to eroding coastlines. Coastal erosion has caused over $400,000,000 in damages. (Table 5.13) For a map of critical erosion areas, see Figure 5.8.	The environment is extremely vulnerable to coastal erosion. Erosion can occur via wind or water. Erosion of soil and sand can lead to sedimentation in waterways, loss of habitat for coastal ecosystems, and changes in the coastal geomorphology. (Section V)	Program operations are not at risk to coastal erosion. The VCEOC is located 20 miles inland from the coast.
Sinkhole	Sinkholes are a natural and common geologic feature in areas with underlying limestone and other porous rock types that are soluble in water. There were 80 sinkholes in Volusia County between 1973 and 2005. (Table 5.12) People are at risk to sinkholes should the structure or car they are in be impacted by a sinkhole suddenly opening. No injuries from sinkholes have been recorded in Volusia County.	Property is at risk to sudden sinkhole formation, particularly in west Volusia County. In 2004, a sinkhole devoured a 160 foot section of Howland Boulevard in Deltona. It is estimated it took 1 million cubic yards of dirt to fill it.	The most important environmental issue with respect to sinkholes is the sensitivity of aquifers to groundwater contamination. The effect of man on sinkholes is most severe in cases where polluted surface waters enter sinkhole aquifers. Since they are natural holes, they are attractive sites for the dumping of trash and HAZMAT.	There are no risk to program operations from sinkhole formation.
Tsunami	The residents of the coastal region of Volusia County are at risk to a tsunami. In August 2008, a qualitative tsunami hazard assessment indicated that the U.S. Atlantic coast has a very low Tsunami risk based on low wave run-up, low tsunami hazard frequency, and no reported fatalities. That said, a tsunami event could potentially impact a significant portion of the coastal population. Fortunately there should be a minimum six hours advance notice, sufficient time to evacuate the vulnerable population.	Should a tsunami event impact Volusia County, severe or catastrophic damage could occur. Massive amounts of vegetative and construction debris would result, boats would be washed inland, power lines could collapse, and underground utilities could be destroyed. (Section V)	A tsunami event could be environmentally devastating. Vegetation in large stretches of the coast would be hurt substantially as saltwater-tolerant mangroves and grasses take over from other species. For rare animals with specific reproduction sites, like marine turtles, the tsunami's effects could spell extinction. Salt water intrusion into aquifers would occur. Sewage and other pollutants would contaminate ground water.	Program operations may be impacted by a tsunami. Although Volusia County has never experienced a tsunami, VCEM developed a tsunami response plan that indicated response and recovery efforts may become strained. We will rely on assistance from other counties through mutual aid, the State and FEMA. It may take months to return program operations to a normal level.
Storm Surge	Storm surge occurs when the water level of a tidally influenced body of water increases above the normal astronomical high tide and is associated with tropical storms and hurricanes. Strom surge is the biggest threat to people associated with a tropical cyclone. It is critical for those living in storm surge zones to evacuate when ordered to do so.	All of Volusia County's 48 miles of coastline are vulnerable to storm surge. (Figure 5.11) Billions of dollars of property are located in storm surge zones. The State of Florida has established a Coastal Construction Control Line (CCCL). To minimize property damage, no structures may be built seaward of this line. During several previous storm surge events, some parts of SR A1A were undermined.	Storm surge can be extremely detrimental to the environment, destroying turtle nesting sites, inundating coastal areas and rivers with saltwater, polluting ground water, and killing sensitive vegetative ecosystems.	Program operations may be impacted by a large storm surge event (Category 3 or higher hurricane). Although Volusia County has never experienced a large storm surge event, we have experienced many small-scale storm surge events that caused homes to flood and moderate coastal erosion. Some routine program operations were suspended until the VCEOC returned to a Level 3 (monitoring) status.
Public Health Emergencies	All Volusia County residents are at risk to public health emergencies such as a pandemic influenza, pneumonic plague, epidemic, food contamination, etc. The very young and the very old are especially vulnerable as their immune systems are fragile. Public heath emergencies may be accidental, natural, or intentional. Several cases of dengue fever (DEN-1) have been reported in Martin County. None have been reported in Volusia County to date. Volusia County has experienced cases of imported malaria. Although rare, there have been cases of west nile virus encephalitis in Volusia County. Fortunately WNV is asymptomatic in 80% of the cases.*	Property is not directly at risk to public health emergencies. In rare instances, agriculture may be the source of a deadly bacteria or virus that can spread to consumers.	The environment is likely not to be impacted by a public health emergency unless it is terrorism or HAZMAT related. See HAZMAT/terrorism sections for more information.	Program operations may be impacted by a public health emergency. Historically, influenza and other public health emergencies have not impacted the County's ability to perform it's day-to-day program and VCEOC operations. In the event that numerous VCEOC members were impacted by the event, a reduced staff may be used to operate the VCEOC. Virtual communications from home offices may be required if the situation escalated. In these situations, the VCEOC may rely on assistance from other counties through EMAC. In some cases, it may take several weeks or months to return program operations to a normal level.
Citation	*www.floridahealth.gov			

RISK and VULNERABILITY (4.3.1) (con't)	People	Property	Environment	Program Operations
HAZARD/HIRA				
Human-Caused or Technological				
Cyber Attack	A successful cyber attack at the local level may negatively impact the publics ability to conduct business with the County. It's possible that they would be unable to pay utility or tax bills online. On a national scale, increased online control of critical infrastructure means greater vulnerability of electrical power grids, water and transportation systems, oil pipelines, refineries and power-generation plants.	Property is not at risk from a cyber attack.	The environment is not at risk from a cyber attack.	Should a cyber attack take down the County internet/intratnet system, emergency management programmatic activities may experience a minor impact. Cyber infrastructure enables storage and transfer of massive amounts of knowledge to enable planning, resource allocation, personnel deployment, and coordination of emergency situations. The Volusia County Information Technology Department would activate its COOP in this situation.
Civil Disturbance	The public may be negatively impacted by a civil disturbance. If a civil disturbance were to occur during a major NASCAR event, bystanders may be injured or killed. Similar results may occur during Biketoberfest and Bikeweek when hundreds of thousands of motorcycle enthusiasts visit Volusia County.	Property is at risk to a civil disturbance. Rioters may damage both private and public property, disrupting the ability to respond to the situation and causing damages in the hundreds of thousands of dollars. Florida has experienced seven major riots, beginning with the 1923 Rosewood riot, then 1967 Tampa riots, 1980 Miami riots, 1982 Miami riots, 1987 Tampa riots, 1989 Tampa riots, and most recently the 1996 St. Petersburg riots.	The environment is at moderate risk to a civil disturbance. Rioters may burn vehicles and buildings, releasing toxic gas, fumes, and fluids onto roads.	Program applications will not be adversely affected by a civil disturbance.
Coastal Oil Spill	The impact of a coastal oil spill may impact those with pre-existing breathing difficulties living close to the coast. The VCHD and VC Environmental Management will monitor air, water, sediment, and waste generated by the cleanup operations.	Property is not directly at risk from a coastal oil spill.	The environment is at high risk to the impacts from a coastal oil spill. Refer to the "Volusia County Coastal Oil Spill Cleanup and Debris Removal Plan" beginning on page 7 for a description of the potential environmental impact from an oil spill.	Program applications will not be adversely affected by a coastal oil spill.
Terrorist Attack	The citizens of Volusia County are at risk to a terrorist attack every day. Volusia County is home to NASCAR and hosts hundreds of thousands of visitors every year for race events, motorcycle events, and other spectator events such "Wings and Waves" and the New Smyrna Beach "Balloon Fest." Volusia County is home to five colleges and universities with an international blend of students. The risk of terrorist attack include injury and death.	Property is at risk to a terrorist attack. A single explosion or dirty bomb could destroy multiple facilities and injure or kill hundreds of people.	The environment is at risk to a terrorist attack. A dirty bomb or large explosion could potentially contaminate a large area.	Program operations are at minimal risk to a terrorist attack. The VCEOC is a hardened, secure facility. Should a terrorist attack occur in Volusia County, additional resources may be necessary that would be requested through mutual aid agreements and the State. Routine programs operations may be temporarily suspended.
Mass Migration	The citizens of Volusia County are at minimal risk to a mass migration event.	Property is not directly at risk from a mass migration event.	The environment is at minimal risk to a mass migration event.	Program operations are at minimal risk to a mass migration event.
HAZMAT (fixed, mobile, and terrorism)	The citizens of Volusia County are at risk to Hazardous Materials (HAZMAT) every day. HAZMAT can come from fixed or mobile sources, (facilities, trains, semi trucks) or can be intentionally used for harm in a terrorist act. Citizens may be impacted on roadways, at school, in their homes, through their food supply, or in public venues (large stadiums, athletic events, movie theaters, the Speedway, etc). The risks of hazardous materials may be illness, injury, or death. With 2 major interstate highways, 2 major rivers, and 2 railroads in Volusia County, hazardous materials incidents occur on a daily basis; fortunately, the vast majority of these involve minor petroleum spills or sewage discharges.	Property in Volusia County is at risk and vulnerable to the impacts of hazardous materials. Chemical spills, bioterrorism, WAD, cyber attacks, etc, all impact our property and infrastructure. A single explosion could devastate a facility or cluster of facilities. Homes and businesses could receive damage or even collapse. Hazardous materials can erode or corrode infrastructure as well.	The environment is highly vulnerable to hazardous materials, regardless if the release or spill is accidental, intentional, or natural. Hazardous materials can be spread through water, air, or the food supply. Once HAZMAT are in environmental systems, it may take days, weeks, months, or years to clean-up.	Program operations are at a minimal risk to HAZMAT. The VCEOC is not located in close proximity to any hazardous materials facilities. Volusia County Environmental Management, the lead agency for hazardous materials (ESF 10), would work closely with the Volusia County Fire Services HAZAMT team during a large HAZMAT event.
Agroterrorism	Agroterrorism is a term used to denote the deliberate introduction of disease-causing organisms and chemicals into the food supply through agriculture. It could impact the pubic if crops or agricultural foodstuffs contaminated with disease-causing organisms were to enter the food chain.	Agroterrorism could potentially impact crops and livestock. Losses could be in the millions of dollars.	Agroterrorism could have a negative impact on the environment from the standpoint of crop destruction.	Program applications will not be adversely affected by an agroterrorism event. If necessary, additional support would be requested through mutual aid and FDEM.

Citations:	
US Census Bureau	www.census.gov
FEMA	www.fema.gov
FloodSmart	http://www.floodsmart.gov
U.S. - Italy Research Workshop	http://training.fws.gov/CSP/Resources/conservation_science_web_series/information_page/dubowy/Environmental_Effects_of_Extreme_Floods.pdf
National Flood Hazard Layer	https://hazards.fema.gov/femaportal/wps/portal/NFHLWMSkmzdownload
NOAA Wildfire Report 2012	http://www.ncdc.noaa.gov/sotc/fire/
Florida Riot History	http://www.connexions.org/CxLibrary/Docs/CxP-Riots_List.htm

CONSEQUENCES (4.3.2)	The public	Responders	Continuity of Operations & delivery of services	Property, facilities & infrastructure
HAZARD/HIRA				
Natural				
Hurricanes/Tropical Storms	The public may face extreme consequences from hurricanes and tropical storms. Hurricanes have the potential to injure and kill people, destroy residences and businesses, and interrupt water, power, and sewer services necessary to return to a normal way of life. Regardless if citizens have insurance or receive assistance, the recovery process from a major hurricane may be very costly and take weeks, months, or years to complete and have serious psychological impacts.	Responders may face extreme difficulties when responding to a hurricane or tropical storm event. Hurricanes can down trees and power lines, destroy critical infrastructure such as local EOCs, fire stations, and hospitals, and damage bridges, roadways, and government buildings critical for response and recovery operations. Responders may have to rescue citizens isolated without resources. Responders should be aware of their risks at all times.	In an extreme event, such as a major hurricane, there may be an impact on delivery of routine program operations as the focus will be on response/recovery to the event.	There are numerous potential consequences that may result from a hurricane or tropical storm. Property along the coast and in storm surge areas may be severely impacted or destroyed. County facilities along the coast in storm surge zones have been identified. Critical infrastructure such as utilities, roadways, bridges, hospitals, EOCs, Police/Fire/EMS stations may be damaged or destroyed in an event.
Floods	The public may face extreme consequences from flooding and/or flash floods (although Volusia County does experience true "flash flooding"). Floods have the potential to injure and kill people, especially those who drive through flooded roadways. Floods can destroy residences and businesses, and interrupt water, power, and sewer services necessary to return to a normal way of life. Regardless if citizens have flood insurance or receive assistance, the recovery process from a flood may be very costly and take weeks, months, or years to complete.	Responders may face difficulties when responding to a flood event. Floods can destroy homes, businesses, and critical infrastructure such as local EOCs, fire stations, and hospitals. Floods can wash out bridges and roadways, as well as destroy government buildings critical for response and recovery operations. Responders may have to perform swift water rescues to citizens trapped in flooded areas. (This occurred during Tropical Storm Fay). Responders should be aware of their risks at all times.	The VCEOC is not located in a SFHA; however, many access roads may be impacted by flooding. In an extreme flood event, there may be an instance when access to the VCEOC is difficult. If something like this should occur, EOC personnel may be transported by VCSO's helicopter assets or all terrain vehicles.	There are numerous potential consequences that may result from a flood. Property in the floodplain or other low-lying areas may be severely impacted or destroyed. County facilities in the floodplain have been identified. Critical infrastructure such as utilities, roadways, bridges, and Police/Fire/EMS stations may be damaged or destroyed in an event.
Thunderstorms	The public may face some minor consequences from a thunderstorm. Thunderstorms have the potential to injure and/or kill people, damage residences and businesses, and interrupt power service. These impacts are very minimal compared to hurricanes and floods. It is important for beach goers to leave the beach when a thunderstorm approaches. Boaters and golfers should seek shelter. Recovery from a thunderstorm event may take several days.	Responders may face some difficulties when responding to a thunderstorm event. Trees may be down, blocking critical roadways and access points. Power lines may also be down in roadways or on private property creating a dangerous situation. Localized flooding may make some roads impassible.	VCEMD does not anticipate any issues maintaining operations and the delivery of services following a thunderstorm. In a catastrophic event, VCEMD has a COOP Plan in place that could be activated and implemented at any time.	Consequences to property, facilities, and infrastructure from thunderstorms are minimal. Downed trees and power lines are typical consequences from thunderstorms. Roofs and windows of homes and businesses may be damaged. Power service to residences and critical facilities may be impacted in the short-term.
Tornados	All of the public in Volusia County is at risk to tornados. Tornados are a common occurrence in Volusia County. The public could face serious consequences from a touchdown, particularly mobile home residents. Tornados can be deadly. Common consequences are damage to homes and businesses, interruption of utility services, and devastation to the local economy.	Responders may face significant difficulties responding to a tornado touchdown. Search & rescue operations may be required. Communication systems may be destroyed. In an extreme event, road signs and landmarks may be missing when trying to navigate to citizens in need. Power lines, debris, and trees may block roadways and access points. Responders should exercise extreme caution.	VCEMD does not anticipate any issues maintaining operations and the delivery of services in the event of a tornado in the County. If there is a widespread tornado outbreak, or if the VCEOC is directly hit by a tornado, it may be necessary to move to the alternate EOC location or function from another location to maintain operations during the event. For more information, see the VCEMD COOP Plan.	All property in Volusia County is at risk to tornados. The consequences to property, facilities, and infrastructure from a tornado may be catastrophic. Depending on the scale of the tornado, damage could be minimal or cataclysmic. Historically, Volusia County's greatest magnitude tornado was an EF3. An EF3 can cause extensive damage, level well constructed homes and buildings, uproot trees, and throw heavy vehicles. Public infrastructure and utilities may be demolished.
Wildfire	The public will feel the direct consequences of a wildfire if their home or place of employment is in the wildfire impact zone. Homes and businesses may be destroyed in a fire, utility service could be interrupted, and access to roadways may be limited. The public may also be impacted by air pollution from the wildfires.	Responders will be directly impacted by a wildfire. Wildfires may change directions quickly as the wind and environmental elements change. Wildfires are often difficult to control and may take numerous resources to do so. Inhalation of smoke and fumes may pose a health risk to firefighters.	VCEMD does not anticipate any issues maintaining operations and the delivery of services during a wildfire. In an event that directly impacts the VCEOC, VCEMD has a COOP Plan in place that could be activated and implemented at any time.	Property, facilities, and infrastructure in the wildfire zone may be significantly impacted. Homes and businesses may be destroyed in a fire, utility service could be interrupted, and access to roadways may be limited.
Drought/Extreme Heat	Consequences of drought and extreme heat on the public are not always direct. Agriculture will be the most directly impacted by drought. The public's food supply may be impacted. If water restrictions are implemented by government, residential lawns and gardens will be impacted.	Responders will not be impacted by drought. In extreme heat, caution should be exercised for first responders. Responders must be sure to maintain adequate hydration.	Historically VCEMD has not had any issues continuing operations and delivering services during droughts or extreme heat events.	Homes, businesses, critical facilities and infrastructure should not be significantly impacted by drought and extreme heat. In some drought situations, river flows may be reduced and impact hydrologic processes such as irrigation capacities, and tourism related businesses (lakes, golf courses, etc). The St Johns River Water Management District may prohibit lawn irrigation, which may impact residences and golf courses. Wells may fall to dangerously low levels.
Hail	Consequences of hail on the public include possible injuries and, in extremely rare cases, death. Hail may indirectly cause public injury if it results in automobile accidents. Because hail is a product of thunderstorms, see "Thunderstorms" for more consequences to the public.	Consequences of hail on responders is minimal. Hail is typically a very brief event due to physics of the atmospheric conditions in Volusia County that are required to make hail. Responders should remain inside during hail storms. Because hail is associated with thunderstorms, see "Thunderstorms" for more information.	VCEMD will not have any issues continuing operations and delivering services during hail events. See "Thunderstorms" for more information.	Hail has the potential to damage property, facilities, and infrastructure. Large hail can puncture roof tops, windshields, vehicles, windows, and other outdoor structures. Because hail is associated with thunderstorms, see "Thunderstorms" for more information.

CONSEQUENCES (4.3.2) (con't)	The Public	Responders	Continuity of Operations & delivery of services	Property, facilities & infrastructure
HAZARD /HIRA				
Natural				
Severe Winter Storms	Consequences to the public from winter weather include cold temperatures and the potential loss of power. The major impact of severe winter storms in Volusia County is on the homeless population. Shelters may need to be opened during severe winter storms.	Responders will not be adversely impacted from a severe winter storm, as the duration is limited in Volusia County.	Program operations will continue during a winter weather event. If there is a power outage, VCEMD has redundant power, IT, and communication systems in place to maintain operations. VCEMD will continue to coordinate the statewide response throughout the entire winter weather event.	The greatest potential impact of cold weather is on the County's agricultural industry. Orange groves may freeze. The fern industry could be seriously impacted. This could result in lost jobs, most of which are held by migrant workers.
Lightning	Consequences of lightning on the public include possible injuries and, some cases, death. Lightning may strike homes and businesses, potentially sparking a fire or damaging electrical systems. Because lightning is a product of thunderstorms, see "Thunderstorms" for more consequences to the public.	Consequences of lightning on responders are minimal. Lightning may spark building and housing fires, requiring immediate response. When possible, responders should remain inside if there is lightning. Because lightning is associated with thunderstorms, see "Severe Thunderstorms" for more information.	VCEMD will not have any issues continuing operations and delivering services during lightning events. In the event of a lightning strike to the building, VCEMD has a backup power generator, redundant communication systems, and has a IT failover system in place. See "Severe Thunderstorms" for more information.	Lightning has the potential to damage property, facilities, and infrastructure. Lightning can spark fires and destroy electrical systems. From 1996 - 2013, NOAA's Climatic Data Center reports there has been 1 fatality, 20 injuries, and $1.37 million in property damage caused by lightning in Volusia County. Because lightning is associated with thunderstorms, see "Severe Thunderstorms" for additional information.
Storm Surge	Consequences of storm surge on the public could be devastating. During storm surge, sea water inundates low lying areas of coastal regions drowning human beings and live-stock, erodes beaches and embankments, destroys vegetation and reduces soil fertility.	Consequences of storm surge on responders would be similar to those encountered during a major hurricane.	If there were a major storm surge event, routine program operations may be impacted to a similar extent as during a major hurricane.	Storm surge has the same potential impact on property, facilities, and infrastructure as do major hurricanes.
Coastal Erosion	The public faces numerous consequences to coastal erosion. Coastal erosion plagues many of the public beaches in Volusia County. In addition to the loss of public beaches, private property and homes could be destroyed. Homes could into the ocean in some rare instances.	Responders will not be impacted by coastal erosion.	VCEMD will not have any issues continuing operations and delivering services due to coastal erosion.	Properties, facilities, and infrastructure along the coastline may be impacted by coastal erosion. Coastal erosion can cause homes to fall into the ocean. Critical utilities and roadways may be impacted if the beaches erode and water is able to inundate their systems. Tax revenue may be impacted.
Tsunami	Consequences of a tsunami on people would be similar to those of a major storm surge event.	Consequences of a tsunami on responders would be similar to a major storm surge event.	The impact of a tsunami on program operations would be similar to a major storm surge event.	The impact of a tsunami on property, facilities, and infrastructure would be similar to that experienced during a major storm surge event.
Sinkhole	Consequences of a sinkhole on people would be minimal. Should a major sinkhole form on or near a major roadway,, it's possible cars may drive into it before responders arrive.	Consequences of a sinkhole on responders would be minimal.	There would be no impact on program operations from a sinkhole.	The impact of a sinkhole on property, facilities, and infrastructure would be minimal. The most expensive sinkhole event was the sinkhole that opened on Howland Blvd in Deltona. Approximately 1 million cubic yards of dirt was needed.
Sea Level Rise	Consequences from sea level rise to the public include loss of residential property value, loss of businesses, and a loss of community assets such as beaches and other water-adjacent public parks. Sea level rise is not a threat to life on its own. It can, however, increase the storm surge associated with hurricanes over the long term.	Responders would likely not be impacted by sea level rise. Structure deterioration could put life at risk, however this issue would likely be solved (or the property would be vacated) years before occupants were put at risk.	There would be no impact on continuity of operations over the long term. Strategies such as facility relocation can ensure continuity within the County.	Property values can be completely lost over the long term with rising seas. Critical facilities within the high risk sea level rise zones should be relocated or public services could be interrupted. Infrastructure at risk includes stormwater pipes, outfalls, lift stations, pump stations and electrical stations. Stormwater infrastructure in particular is vulnerable to saltwater intrusion, which can erode pipes.
Public Health Emergencies	Consequences to the public from public health emergencies (influenza, plague, food contamination, etc) are vast. The public may experience temporary illness, long-term illness, or even death. Hospitals and doctor's offices may become crowded, patients may experience long lines, and pharmaceuticals may be limited. In 2009, the H1N1 pandemic swept the U.S. Vaccinations, medications, and education materials were provided to the public to minimize the impacts of the flu. (CDC H1N1 Flu)	Responders may also feel the consequences of public health emergencies. They may be exposed to the risk and become ill. Responders may have to wear protective gear and receive vaccinations to mitigate their risk. For more information on a Public Health Emergency Response, refer to the VCHD pandemic flu annex.	In an extreme event, such as a widespread public health emergency, there may be an instance when the VCEOC is impacted. If the VCEOC becomes contaminated, it may be necessary to move to our alternate EOC location or function from another location to maintain operations during the event. For more information, see the VCEM COOP Plan.	It is unlikely that the consequences of a public health emergency would impact property, facilities, or infrastructure.

CONSEQUENCES (4.3.2) (con't)	The Public	Responders	Continuity of Operations & delivery of services	Property, facilities & infrastructure
HAZARD /HIRA				
Human-Caused or Technological				
Terrorist Attack	The public is at risk to a terrorist attack. NASCAR events typically have over 100,000 spectators. Bikeweek/Biketoberfest draw 500,000 participants. We have 5 colleges and universities, and most have stadiums. Shopping malls are plentiful. The consequences of a terrorist attack may be serious injury, death, and psychological impairment.	Responders are at risk to a terrorist attack. It's possible responders could be injured or killed attempting to rescue survivors from buildings. Secondary devices are always a concern.	Continuity of operations would not be seriously impacted by a terrorist event. The CEOC is a secure, hardened facility. If there were a direct attack on the CEOC, it would be limited to the lobby area. In such a case, it may be necessary to move to our alternate EOC for a short period.	Property, facilities, and infrastructure are all at risk to a terrorist attack. Since 9/11, the County and its municipalities, as well as colleges and universities, have taken tremendous effort to increase security and educate the public about terrorist attacks.
Cyber Attack	The impact on the public from a cyber attack could be substantial in a worst-case scenario. If the grid were to be taken out, an extended period of power outage would cause food to spoil. Medication that requires refrigeration could be lost. People dependent on ventilators and oxygen concentrators could be impacted.	Responders would not be impacted by a cyber attack.	Continuity of operations would not be seriously impacted by a cyber attack. Information contained on the County web site would be unavailable.	The impact of a cyber attack on property, facilities, and infrastructure would be minimal.
Civil Disturbance	The impact on the public from a civil disturbance would be limited to those taking part in the civil disturbance and those in the vicinity of the event.	Responders may be impacted by a civil disturbance. It's possible that responders could be injured or killed by those instigating the civil disturbance. Responders must exercise extreme caution when dealing with a civil disturbance.	Continuity of operations would not be seriously impacted by a civil disturbance. The VCEOC is a secure facility. In extreme events, mutual aid would be requested from adjacent counties.	The impact of a civil disturbance on property, facilities, and infrastructure could be substantial. Homes and businesses could be burned. Facilities could be damaged. Streets may be blocked.
Mass Migration	The impact on the public from a mass migration event would be minimal.	The impact on responders to a mass migration event would be limited to those responders managing the mass migration population.	Continuity of operations would not be seriously impacted by a mass migration event. In a large event, mutual aid would be requested from adjacent counties.	The impact of a mass migration event on property, facilities, and infrastructure would be minimal.
Coastal Oil Spill	The impact of a coastal oil spill on the public would be minimal. Persons with pre-existing breathing issues may be impacted by fumes. Volusia County Environmental Management and the VCHD will monitor air quality.	Responders may be impacted by a coastal oil spill. Appropriate PPE will have to be worn at all times to prevent contamination.	Continuity of operations would not be impacted by a coastal oil spill.	It is unlikely that a coastal oil spill will have an impact of property, facilities, or infrastructure. Oil may contaminate docks and boats if were to enter through Ponce de Leon inlet.
Agroterrorism	The public may be adversely impacted by an agroterroism event. If food or agriculture is infected with a disease causing organism, it may makes its way into the food chain. The effects could impact hundreds or thousands of citizens.	Responders may be impacted by an agroterrorism event if they are exposed to food or agricultural products infected with a disease causing organism.	Continuity of operations would likely not be impacted by an agroterroism event.	It is unlikely that an agroterrorism event would have an impact on property, facilities, or infrastructure.
HAZMAT (fixed, mobile and terrorism)	The public will be immediately impacted by the consequences of a Hazardous Materials (HAZMAT) release/spill/explosion. HAZMAT can come from fixed or mobile sources, or can be intentionally used for harm in a terrorist act. Citizens may be impacted on roadways, at school, in their homes, through their food supply, or in public venues (large stadiums, athletic events, movie theaters, etc). The consequences of hazardous materials may be illness, injury, or death. In a major event (such as a radiological release, explosion, or chlorine spill), citizens may be displaced from their homes until the site is cleaned.	Responders face the immediate consequences of HAZMAT incidents. They must determine the type of material released/spilled, and decide on the appropriate response and cleanup of the material. The County has a variety of response teams to include HAZMAT, RMAT (radiological material), and EOD (bomb squad). These responders are specially trained to deal with these incidences and they are provided protective gear to reduce their vulnerability to the hazardous materials.	In the event of a HAZMAT release/spill or Terrorist act, there may be an instance when the VCEOC is impacted. If the VCEOC is damaged or the delivery of services is interrupted, it may be necessary to move to our alternate EOC location or function from another location to maintain operations during the event. For more information, see the VCEMD COOP Plan.	Property, facilities, and infrastructure will be significantly impacted by a HAZMAT incident. Especially in the event of an explosion, homes, businesses, industries, and infrastructure may be damaged or destroyed. In addition, most mobile hazmat releases are caused by traffic accidents, which can destroy vehicles, roadways, and signage.

Citations:

CDC H1N1 Flu http://www.cdc.gov/h1n1flu/

VCHD Public Health Preparedness http://www.floridahealth.gov/chd/Volusia/HurricaneInformation.html

CSIRO impacts of an oil spill http://www.csiro.au/Outcomes/Oceans/Hot-ocean-topics-index/Environmental-impact-of-oil-spills.aspx

U.S. States & Territories National Tsunami Hazard Assessment: Review and Update http://nthmp.tsunami.gov/2012tsuhazworkshop/abstracts/Dunbar-Weaver_abs.pdf

CONSEQUENCES (4.3.2) (con't)	Environment	Economic condition of the Jurisdiction	Public Confidence in governance
HAZARD/HIRA			
Natural			
Hurricanes/Tropical Storms	Consequences to the environment include erosion of critical dunes, impacts to sensitive coastal ecosystems, downed trees and vegetation, and polluted waterways from the runoff of debris and hazardous materials. VC Environmental Management and the VCHD will take the lead on the monitoring and cleanup of any adverse environmental impacts.	Hurricanes and tropical storms have impacted Volusia County in the hundreds of millions of dollars. The 2004 hurricanes were the largest, most costly disaster. The economic impact to affected jurisdictions has been significant. In any hurricane event, the impact to tourism is millions of dollars a day. It may take several years to recoup the economic costs of a single hurricane event.	Maintaining public confidence in emergency management and County Government is vital. To ensure the public is prepared for a hurricane, VCEMD has completed the following: 1) Video Disaster Preparedness Guide available on the website, 2) Surveys capturing behavioral patterns are conducted after every hurricane evacuation out to gauge the level of preparedness and evacuation compliance, 3) Numerous public presentations, 4) VCEMD prepares for hurricane season with a countywide media campaign through VC Community Information and the Daytona Beach News Journal 5) In the event of a hurricane, the PIO section has premade materials for use in VCEMD's comprehensive social media program; 6) Throughout the year VCEM provides preparedness information via the County's weekly video magazine broadcast on WDSC. All of these programs are in place to instill public confidence in government, even in times of a disaster. For more information, see the ECFRPC Behavioral Analysis documenting evacuation order compliance.
Floods	Environmental consequences to flooding are vast. Flooding may erode river beds, causing sediments to enter the waterways, clogging our water management systems & waterways downstream. Floods can bring hazardous materials or pollution into waterways via runoff. Riparian ecosystems are negatively impacted with the introduction of sediments, pollutants & nutrients. VCHD and VC Environmental Management will monitor the waterways and riparian areas for any adverse impacts.	From 1994 - 2009 there were 11 major flood events in Volusia County causing over $100,000,000 in damages. (Table 5.14) As of 2010, repetitive losses in the County total almost $36,000,000 (Table 5.15). The impact of flooding on transportation, agriculture, business continuity, and government services is substantial. Mitigation practices can reduce the impact of flooding on our economy. It is also important that citizens and businesses purchase flood insurance so they can be operational in a short amount of time.	Education, mitigation activities, and awareness are key components to maintaining public confidence in government during a disaster. In conjunction with FEMA, NOAA, USACE, FDEM, and the Florida Department of Insurance, the County provides information on floods and flood insurance to the public. During the NFIP mapping process, citizens were invited to participate and learn about flood risks. VCEMD has distributed over 5,000 NOAA weather radios to mobile home residents to alert them of flood events. VCEMD has premade media products for their social media campaign if there is an event. Additionally, VCEMD has managed 38 Flood Mitigation Assistance grant projects, mitigating homes against future flood losses. This serves to build public confidence in governance.
Thunderstorms	Thunderstorms in Volusia County have historically had few consequences to the environment. In some cases, these storms can down trees and vegetation and cause localized flooding. Please see the "Floods" above. No major consequences to the environment are expected.	Consequences to the economic condition of the County will be minimal. The County has numerous thunderstorms throughout the year. The annual cost of damage to property and infrastructure is minimal.	Public confidence in government will not be impacted by severe Thunderstorm Events. In the case of a catastrophic storm, VCEMD has premade media products for distribution on our webpage and or on our social media outlets (@VCEMDergencyinfo). NOAA weather radios will also send out important information to citizens so they can educate themselves and find resources after the event.
Tornadoes	Because of the vast range of wind speeds associated with tornadoes, consequences to the environment vary greatly. Even an EF0 (65-85mph) can uproot trees and vegetation. In stronger tornadoes, debris will tossed miles away from the source, potentially entering our waterways. Hazardous materials may escape if vehicles are damaged or storage tanks are compromised. VC Environmental Management and VCHD would monitor the environment for adverse impacts.	Tornadoes are typically a local disaster. The County's economy may only be minimally impacted by a tornado event. If a large outbreak occurred, there could be a greater economic effect. If a small community was hit by a severe tornado, the entire community & local economy could be devastated. Local assistance through the County COAD, especially the American Red Cross, would be utilized.	Public confidence in government will not likely be impacted by a tornado event. If there is a countywide tornado outbreak, VCEMD has premade media products for distribution or on social media outlets (@VCEMDergencyinfo). NOAA weather radios will also send out important information to citizens so they can educate themselves and find resources after the event. Some local communities have tornado sirens and community safe rooms to protect their citizens.
Wildfire	Although wildfires are a natural process, the environment may be negatively impacted. Not only are trees impacted by these fires, so are the native species of plants and animals. The smoke and ash from the fires can pollute waterways and our air. The VC Fire Services and VCHD will monitor the air and water quality in an event.	Wildfires are typically a local disaster and the County's economy should not be impacted to a large extent. If a large fire does occur and cannot be controlled quickly, there could be a greater economic effect. The Coke Zero race was postponed one year due to smoke from wildfires. If a small community was hit by a wildfire, the local economy could be devastated. Local assistance through the County COAD, especially the American Red Cross, would be utilized.	Public confidence in government will likely not be impacted by a wildfire event. If a large wildfire occurs that cannot be quickly controlled, VCEMD has premade media products for distribution and through social media outlets (@VCEMDergencyinfo). NOAA weather radios will also send out important information to citizens so they can educate themselves and find resources after the event. In 1998, 29,000 homes were at risk from the wildfires. Only 6 homes, 1 mobile home, and 2 businesses were lost. This success serves to bolster public confidence in governance. (5.14.3)
Drought/ Extreme Heat	Environmental consequences of drought & extreme heat are significant. Drought reduces the availability of water, reduces crop yields, & impacts our local ecosystems. Droughts may result in an increase in wildfires. For instance, the 1998 drought contributed directly to the wildfires that burned over 163,000 acres. (Section V)	Drought has the potential to significantly impact the County's economy. The annual economic impact of Volusia County's agriculture and natural resources industries is $781 million. An extended period of drought could seriously impact this.	Public confidence in government will likely not be impacted by a drought or extreme heat event. Droughts are common in Florida and Volusia County. Insurance and assistance programs are widely available to farmers.
Hail	There are no known direct consequences on the environment from Hail. See "Thunderstorms" for more information.	Consequences to the economic condition of the County will be minimal to non-existent, as hail is a fairly uncommon event. The County has very few hail events each year. The annual cost in damages is minimal. Most of the damages from hail are covered under homeowners insurance and auto insurance & therefore do not impact local economy.	Public confidence in government will not be impacted by a hail event. See "Thunderstorms" for more information.
Sea Level Rise	Consequences to the environment include loss of beaches, dune systems, riverbank ecosystems and other ecosystems near the shoreline.	Economic consequences include loss of property value and loss of business income. Mitigation in the short term can greatly reduce long term economic risk to sea level rise.	Public confidence in government would be affected in two ways; 1) Via inaction on sea level rise issues, leading to losses in property value and critical environmental assets, or 2) Too much action on sea level rise in the short term, leading to over-investment.

CONSEQUENCES (4.3.2) Part 2	Environment	Economic condition of the Jurisdiction	Public Confidence in governance
HAZARD/ THIRA			
Natural			
Severe Winter Storms	Consequences to the environment from winter weather are minimal. Non-native plant species may be impacted.	The economic condition of the County may be impacted by an extended cold spell. The fern industry would be impacted the most.	Public confidence in government will likely not be impacted by a winter weather event. Winter weather is not a common occurrence in Volusia County.
Lightning	Consequences to the environment from lightning are minimal. The greatest impact is lightning-generated fires. In the case of a fire, see "Wildfires" for more information. Also see "Severe Thunderstorms" since lightning is associated with this hazard type.	Consequences to the economic condition of the County will be minimal to non-existent. Most of the damage resulting from lightning strikes are covered under homeowners insurance, & therefore do not impact the local economy.	Public confidence in government will not be impacted by a lightning event. See "Thunderstorm" for more information.
Storm Surge	Consequences to the environment from storm surge could be devastating. Salt water intrusion into sensitive estuaries could destroy ecosystems. Salt water would intrude into the aquifer, our source for drinking water. Storm surge would spread sewage from septic systems.	Consequences to the economy from a storm surge event are potentially devastating. Homes and businesses would be destroyed. The property tax base would suffer. Tourism, a main driver of our economy, would be impacted.	Public confidence in government may be impacted depending on the speed of recovery. If the recovery process is perceived to going too slowly, public confidence in the government would be lessened. This is a real possibility considering that the public expects immediate response from the government. Public confidence in government suffered in the wake of hurricanes Katrina and Sandy.
Coastal Erosion	There are several consequences to the environment from coastal erosion. Coastal erosion by wind or water can deplete the coastal ecosystems. Protective dunes on the shore may be reduced or washed away in hurricanes and high surf. Eroded sands and soil can enter water and sewer systems, causing issues for the public and environment.	Coastal erosion is very costly and can burden local economies. Beach nourishment is extremely costly, approximately $2.00/cubic yard.	Public confidence in government should not be impacted by coastal erosion. Rapidly eroding beaches remain a high priority for nourishment.
Tsunami	The consequences to the environment from a tsunami would be similar to that of storm surge.	The consequences to the economy would be similar to that of storm surge.	Public confidence in government may be impacted to a similar extent to that of storm surge.
Sinkhole	The most important current and future environmental issue with respect to sinkholes is the sensitivity of sinkhole aquifers to groundwater contamination. The effect of man on sinkholes is most severe in cases where polluted surface waters enter sinkhole aquifers.	There will not be a major impact to the economy due to a sinkhole event.	Public confidence in government should not be impacted by a sinkhole event.
Public Health Emergencies	Consequences to the environment from a public health emergency are unlikely. Unless the event is terrorism or HAZMAT related, there will be no direct impact. See HAZMAT below for more information.	The economic condition of the County may be impacted by a widespread public health emergency. If a significant percentage of the population becomes ill, they will not be able to go to work or spend money. The economy will be directly impacted by both of these factors. With vaccinations and early detection of pandemics and other public health issues, the impacts can be minimized.	Public confidence in governance may be minimally impacted by a public health emergency. In Volusia County, Environmental Management and the VCHD monitors air & water quality, tracks potential influenzas & other contagious viruses/bacteria, and provides education & outreach on health. VCHD advertises their public health preparedness capabilities online to show transparency to the public. VCHD also runs hospital preparedness programs and hosts healthcare coalitions & partnerships. In a widespread event, VCHD is prepared to meet the needs of the public. Therefore, public confidence in government should only be minimally impacted in a major event.

CONSEQUENCES (4.3.2) Part 2	Environment	Economic condition of the Jurisdiction	Public Confidence in governance
HAZARD/HIRA			
Human-Caused or Technological			
Terrorism	The environment could be impacted by a terrorist event, particularly if a dirty bomb were used. A large explosion at a facility could release large amounts of asbestos and other toxic materials that would carried by the wind and possibly enter lakes and rivers.	In the event of a large terrorist attack, the economy would be negatively impacted. Tourism would certainly be impacted to a serious degree.	Public confidence in government would be impacted by a terrorist event. If there were a large event at a large gathering of people (the Speedway, for example) and there were numerous deaths and injuries, the public would perceive that government's ability to detect and prevent terrorist attacks was unsatisfactory. Even if there were a small event, the public would expect the government to have had advance information. A dedicated public affairs effort would be necessary to try to regain the public's confidence.
Cyber Attack	Consequences to the environment would not result from a cyber attack.	The economic condition of the County may be impacted by a cyber attack. Citizens may not be able to use computers to order goods and services or pay bills online. Online delivery of public services may be diminished.	Public confidence in government may be impacted by a cyber attack, particularly if major systems such as the electrical grid are impacted. The public may perceive that the government did not take sufficient steps to prevent the attack, and that recovery from the attack is taking too long.
Civil Disturbance	Minimal consequences to the environment may result from a civil disturbance in the form of smoke and hazardous fumes from fires.	The economies condition of the County may be impacted by a civil disturbance. If there were a large event, tourists may be hesitant to visit Volusia County due to the perception that it is not safe to do so. Homes, businesses, and critical facilities may be damaged and require expensive repairs. If large numbers of businesses were impacted, tax revenue would be impacted.	Public confidence in government may be impacted by a civil disturbance. If the government is unable or takes too long to bring the civil disturbance under control, the public may perceive that government is not able to deal with this type of event.
Mass Migration	There would be no consequences to the environment from a mass migration event.	The economic condition of the County should not be impacted by a mass migration event.	Public confidence in government may be impacted by a mass migration. If the government is unable or takes too long manage the event by efficiently organizing processing, screening, and housing the migrants, the public may perceive that government is not capable of dealing with a mass migration event.
Coastal Oil Spill	There would be serious consequences to the environment from a coastal oil spill. Sensitive ecosystems would be damaged. Turtle nesting sites may be destroyed. The sand would be contaminated.	The economic condition of the County would be seriously impacted by a coastal oil spill event. During the Deep Water Horizon oil spill, tourism in Volusia County suffered as people thought all of Florida was impacted. All of our charter fishing industry would be devastaed. If an coastal oil spill were to occur here, tourism would cease. Businesses located on the peninsula may have to permanently shut down. Tax revenue would be severely impacted.	Public confidence in government would be impacted by a coastal oil spill event. Clean-up and environmental restoration is likely to take months or years to accomplish. The public would get frustrated with the pace of the recovery. Volusia County PIO would be constantly reassuring the public that government, in cooperation with private industry, was doing everything it could to recover from the spill.
Agroterrorism	There may be serious consequences to the environment from an agroterrorism event. If a disease causing agent were introduced into the agricultural areas of the County, millions of dollars in damage could result.	The economic condition of the County would be seriously impacted by an agroterrorism event. Agriculture is a $781 million a year business in Volusia County.	Public confidence in government may be impacted by an agroterroism event. If the event spread throughout the County and impacted multiple farms, the public may perceive that government in not able to manage an agroterrorism event.

HAZMAT (fixed, mobile and terrorism)	The environment is likely to experience significant consequences from a HAZMAT incident. Sensitive ecosystems could be destroyed or significantly disturbed. Hazardous materials can be quickly spread through water, air, or the food supply. Once HAZMAT are in our environmental systems, it may take days, weeks, months, or years to clean-up.	Depending on the size of the incident, the County's economy could experience enormous consequences. As reported by the Huffington Post, the BP oil spill in 2011 has cost approximately $40 billion to clean up. This would be a worst-case scenario. More common incidents such as HAZMAT spills on highways or releases at chemical facilities impact the economy if an industry or transportation routes are shut down.	Public confidence in governance may be impacted by a HAZMAT incident. In small, localized events, VCEMD does not believe there would be any impact on public confidence. These events happen on a regular basis. In a major chemical release, radiological release, or terrorist incident, citizens may be inclined to lose confidence in governance. In these instances, VCEMD is prepared to draft and issue media products for distribution on our webpage (www.volusia.org/emergency) or on our social media outlets (@vcemergencyinfo).

Citations:	
Volusia County Agriculture	http://www.volusia.org/services/community-services/extension/agriculture/
FL Department of Agriculture START	http://www.freshfromflorida.com/Divisions-Offices/Marketing-and-Development/Education/For-the-Community/Video-and-Audio/Livestock-and-Animals/Video-Script-SART-State-Agricultural-Response
FL Drought Status	http://www.plantmaps.com/interactive-florida-drought-conditions-map.php
Beach Nourishment Study	http://coastal.tamug.edu/AM/ComparisonofBeachNourishmentalongtheU.S.Atlantic,GreatLakes,GulfofMexico,andNewEnglandShorelines/index.html
NOAA Oil Spill	http://response.restoration.noaa.gov/oil-and-chemical-spills/oil-spills/how-oil-harms-animals-and-plants-marine-environments.html
Environmental Impact Study	

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/16/2020

Consent item: No

SUBJECT: (B11) Resolution No. 20-26 - Appropriate funds for ECHO grant

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve Budget Resolution No. 20-26, subject to approval of Resolution No. 20-24.

SUMMARY: Budget Resolution No. 20-26 for approval of $600,000 in grant awards.

Budget for Grant Award and Appropriate funds for ECHO Grant Awards 20-09 in the amount of $200,000 for the Airport Road Park Playground - Project QPC074 in the Special Revenue Grant Fund (Fund 199), and

Grant Award 20-10 in the amount of $400,000 for the Recreation Center Phase II, Project QPC082 in the Special Revenue Grant Fund (Fund 199)

Project No.: Funding Account No.:

Presenter: Scott Neils

ATTACHMENTS:

1.	Budget Resolution No. 20-26 with exhibit	Budget Reso 20-26 Echo Grants .pdf

Kevin Fall	Created/Initiated - 6/4/2020
Lupe Reyna-Coffin	Approved - 6/4/2020
Scott Neils	Approved - 6/9/2020
Matthew Jones	Approved - 6/11/2020
Jake Johansson	Approved - 6/11/2020
Robin Fenwick	Final Approval - 6/11/2020

RESOLUTION NO. 20-26

A RESOLUTION OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, BUDGETING FOR VOLUSIA ECHO GRANT AWARD 20-09 IN THE SPECIAL REVENUE GRANT FUND (FUND 199) IN THE AMOUINT OF $200,000 FOR THE AIRPORT ROAD PARK PLAYGROUND PROJECT AND VOLUSIA ECHO GRANT AWARD 20-10 IN THE SPECIAL REVENUE GRANT FUND (FUND 199) IN THE AMOUNT OF $400,000 FOR THE REC CENTER PHASE II PROJECT, AND APPROPRIATE SAME; SETTING FORTH REVENUES AND EXPENDITURES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Council desires to budget for Volusia ECHO Grant 20-09 in the Special Revenue Grant Fund (Fund 199) in the amount of $200,000 for the Airport Road Park Playground Replacement Project (QPC074); and to budget for Volusia ECHO Grant 20-10 in the Special Revenue Grant Fund (Fund 199) in the amount of $400,000 for the REC Center Phase II Project (QPC082);

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The funds for the City capital items are hereby appropriated as set forth in Composite Exhibit A, attached hereto, which reflects revenues and corresponding expenditures for the designated design and construction of the replacement playground equipment project at the City's Airport Road Park (CIP Project QPC074); and REC Center Phase II (CIP PROJECT QPC082)

Section 2. The Budget item adopted in the preceding section shall govern the expenditures relating to such operations for the City during the current fiscal year effective October 1, 2019 through September 30, 2020.

Section 3. Supplemental appropriations, reductions of appropriations, emergency appropriations, and interdepartmental transfers of appropriations may be

affected by the City Council and the City Manager as deemed necessary in strict compliance with the procedures specified in Chapter 2, Article VI, Division 3, Code of Ordinances, City of Port Orange, Florida.

Section 4. This resolution shall become effective immediately upon adoption.

_____
MAYOR DONALD O. BURNETTE

ATTEST:

_____
Robin L. Fenwick, MMC City Clerk

Adopted on the day of

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

Composite Exhibit A **Resolution No. 20-26**

FY2020 **Special Revenue-Grant Fund (Fund 199)**
Prepared: **June 4, 2020**
Finance: **Finance Staff**

	Budget Increase / (Decrease)
Revenues:	
Volusia County ECHO Grant Award 20-09	200,000
Volusia County ECHO Grant Award 20-10	400,000
Total Revenues:	**$ 600,000**
Expenditures:	
Land - Playground Construction (QPC074)	200,000
Buildings and Building Improvements (QPC082)	400,000
Total Expenditures:	**$ 600,000**

To budget for grant funds in the amount of $600,000 from Volusia County ECHO Grants in the Special Revenue Grant Fund (Fund 199) and appropriate $200,000 to Airport Road Park Playground Replacement Project (CIP Project QPC074) within the Cost Center/Program of Parks & Recreation/Parks, and appropriate $400,000 to Rec Center Phase II Project (CIP Project QPC082) within Cost Center/Program of Parks & Recreation/Recreation.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/16/2020

Consent item: No

SUBJECT: (E14) Environmental Advisory Board Appointments (x3)

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Nominate three citizens to the Environmental Advisory Board.

SUMMARY: There are three (3) terms on the Environmental Advisory Board that are due for renewal:

Kristine Cunningham
Nancy Vaughn
John Macaluso

All three members have expressed an interest to continue serving the City in this capacity and would like to be re-appointed.

Two additional applications have been received by the City Clerk:

John Beel
Michael Arminio

All applications are attached for your review and consideration.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Cunningham, Kristine	Cunningham, Kristine.pdf
2.	Macaluso, John	Macaluso, John.pdf
3.	Vaughn, Nancy	Vaughn, Nancy.pdf
4.	Arminio, Michael	Arminio, Michael.pdf
5.	Beel, John	Beel, John.pdf

Robin Fenwick — Created/Initiated - 5/18/2020
Jake Johansson — Final Approval - 5/19/2020

ROBIN L. FENWICK, CMC
City Clerk
City of Port Orange
City Clerk's Office
1000 City Center Circle
Port Orange, FL 32129
TEL: 386-506-5563
FAX: 386-756-5290
EMAIL: rfenwick@port-orange.org
WEBSITE: www.port-orange.org

From: donotreply@port-orange.org [mailto:donotreply@port-orange.org]
Sent: Wednesday, November 30, 2016 8:05 PM
To: Fenwick, Robin <rfenwick@port-orange.org>
Subject: Volunteer Application - Kristine Cunningham

ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Kristine Cunningham on 11/30/2016

Personal Information

Name:	Kristine Cunningham
Date of Birth:	01/22/1962
Telephone:	3866317604
E-mail:	krissysjake@gmail.com
Business Telephone:	
Address:	361 King James Ct
Are you a registered voter in Port Orange?	Yes

City Council District:	Port Orange
How long have you been a resident of Port Orange?	20 yrs
Are you currently serving on a City Board?	No
If yes, when and which board?	

References

Reference 1:	Kyle Berris. 1888 Big Crane Loop, Port Orange 32128 386 756 9265
Reference 2:	John Mullins 694 Trafalga st Port Orange 386 235 2192
Reference 3:	Phillip Brashier 150 Sweetgum Pl Port Orange 386 366 0414

Education

High School:	Berner High School Massaqequa Park NY
Date Graduated High School:	06//1979
College:	Hofstra University Uniondale NY
Date Graduated College:	05//1983
Degree:	Bachelors Degree

Work Experience

Quest Diagnostics Laboratory-patient services supervisor 25yrs

Interests/Activities

Sierra Club, bicycling, gardening

Community Involvement

Local and state Sierra Club executive committee board member.

Why do you desire to serve on these boards?

Growth in Port Orange should include environmental oversite. Quality of life with respect to land and water quality should be considered in the long term development of my town.

Resume/Additional Information

Selected Boards/Commissions

Environmental Advisory Board

Order of Preference

Signature:	Kristine Cunningham
Date:	11/30/2016

CITY OF PORT ORANGE ADVISORY BOARDS AND COMMISSIONS

VOLUNTEER APPLICATIONS

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, please number in the order of preference.

2	Environmental Advisory Board	___	Library Advisory Board
___	Construction Regulation Board*	1	Parks and Recreation Board
___	Code Enforcement Board*	3	Planning Commission*
___	Charter Review Board	5	City Manager Selection Committee
___	Civil Service Board	___	Audit & Budget Advisory Board
___	Districting Commission	4	Youth Advisory Board

CRA Boards

___	Eastport Community Redevelopment Agency*
___	Town Center Community Redevelopment Agency*

Pension Boards

___	General Employees*
___	Police*
___	Fire*

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. **PERSONAL**

Name JOHN MACALUSO Date of Birth 3/29/53

Address 5487 CRANE FEATHER DR.

Home Telephone 386-761-9295

E-Mail Address jmacaluso329@yahoo.com

Business Telephone 386-334-4863

Are you a registered voter in Port Orange? X Yes ___ No

City Council District 2

How long have you been a resident of Port Orange? 16 YEARS

Are you currently serving on a City Board? NO

Have you ever served on a City Board? NO

If yes, when and which Board? —

2. **REFERENCES** – Please list three references (business and/or personal)

SEE ATTACHED

Name, address, and telephone number

Name, address, and telephone number

Name, address, and telephone number

3. **EDUCATION**

High School SEE RESUME Date Graduated _____

College _____ Date Graduated _____ Degree _____

4. **WORK EXPERIENCE**

SEE RESUME

5. **INTERESTS/ACTIVITIES**

SEE RESUME

6. **COMMUNITY INVOLVEMENT**

SEE RESUME

7. **WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?**

RECENTLY SEMI RETIRED. COMMUNITY INVOLVEMENT PAST BUSINESS, PROFESSIONAL AND CIVIC EXPERIENCES.

8. **A resume or separate sheet with additional information should be included.**

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Signature **Date** 5/2/17

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 506-5563.

Return this form to: Robin Fenwick, CMC, City Clerk,
1000 City Center Circle
Port Orange, Florida 32129

John Macaluso

5487 Crane Feather Drive

Port Orange, Fl. 32128

386-761-9295

jmacaluso329@yahoo.com

Objective: To obtain a position, appointment or confirmation to a specific Board, Commission or Panel within the City of Port Orange using my Municipal Government, Business and Personal experiences.

Present: Semi Retired from the Environmental Engineering field as of 12/31/2016. I presently hold the position of Executive Vice President and Chief Development Officer in our family chain of restaurants.

1998 – 2016: As a member of the Environmental Business Community, I spent 18 years managing, directing and engineering products, processes and technologies related to the reduction of Diesel Emissions. My experience includes positions within North and South America targeting EPA non-attainment locations. My specific specialty was working directly with Federal, State, County and Local Governments in securing funds for Environmental Diesel related programs. As a Business Manager at Navistar Corporation, I was appointed to the position of Congressional Liaison, Diesel Emissions Reduction Act of 2005. In this position, I was a part of an Industry Committee that lobbied Congress as Industry experts to gain passage of the Diesel Emissions Reduction Act (DERA) of 2005 which is still an actively funded appropriation today.

1975 – 1997: Various Engineering and Technical positions held within fortune 500 companies.

Education:

1971: Bloomfield High School – Bloomfield, NJ.

1971 – 1973: RETS College – Nutley, NJ. AAS – Electronic Engineering Technology

1975 – 1976: Palomar College – San Marcos, Ca. – Certificate Program Electronic Engineering

Resume of John Macaluso continued:

Community Involvement:

1971 – 1972: Bloomfield, New Jersey – Appointed to the Transportation Committee by Mayor John Kinder.

1988 – 1999: Member of the Stillwater Township, NJ Recreation Commission, appointed by Mayor Emil Sorensen.

1989 – 1992: Executive Board Member, Crandon Lakes Country Club, Stillwater/Hampton, NJ.

1992 – 1996: Elected member of the Stillwater, NJ Township Committee serving 1 term as Mayor, 3 years as Township Committee Person. As a Committee form of Government my responsibilities included Public Safety, Recreation, Planning and Zoning.

1986 – 1996: Active member of the Stillwater/Fredon, NJ Little League serving as Coach, Manager and Umpire.

1992 – 2000: Active Member of the Stillwater, NJ Emergency Rescue Squad. New Jersey Certified First Responder.

1996 – Present: Member, New Jersey Conference of Mayors, Mayors Emeritus Advisory Council.

Personal: Residing in Crane Lakes. We have been Port Orange residents over the last 16 years since relocating from North West New Jersey. I am happily married to Nancy for 43 years with 2 adult children and 3 Granddaughters.

Hobbies include: Golf, softball and other competitive activities. I am also an Amateur Radio Operator since 1995. (KB2PXB)

John Macaluso
5487 Crane Feather Drive
Port Orange, Florida 32128
386-334-4863
jmacaluso329@yahoo.com

Personal References:

Matthew Kilyk
Business Manager – Hug Engineering US
5505 Clearview Drive
North Charleston, SC 29420
843-323-0706

Joseph Mannarino
Economic Development Director – Ormond Beach, Florida
69 Creek Bluff Way
Ormond Beach, Fl. 32174
386-212-2012

Gregory Cardino
Educator - Retired
9 Arika at Lions Paw
Daytona Beach, Fl. 32124
386-405-2220

From: donotreply@port-orange.org
To: Fenwick, Robin
Subject: Volunteer Application - Nancy Vaughn
Date: Wednesday, May 10, 2017 11:34:22 AM

ADVISORY BOARDS AND COMMISSIONS VOLUNTEER APPLICATION

Submitted by Nancy Vaughn on 05/10/2017

Personal Information

Name:	Nancy Vaughn
Date of Birth:	02/05/1961
Telephone:	3868710175
E-mail:	nancyvaughn411@msn.com
Business Telephone:	3868710175
Address:	6389 Longlake Dr.
Are you a registered voter in Port Orange?	Yes
City Council District:	Port Orange
How long have you been a resident of Port Orange?	17 years
Are you currently serving on a City Board?	No
If yes, when and which board?	

References

Reference 1:	Scott Stiltner, 1716 Creekwater Blvd. Port Orange, FL 32128, 386.871.4663
Reference 2:	Melanie Turngren, 1886 Spruce Creek BLVD E, Port Orange FL 32128, 386.788.9738 or 386.295.3041
Reference 3:	Tracy Anderson, 12 Jolynn Dr. Ormond Beach, FL 32174

Education

High School:	South Portland High School, South Portland, ME
Date Graduated High School:	06/10/1979
College:	University of Maine at Orono, Orono, ME
Date Graduated College:	05/15/1984
Degree:	BS in Broadcasting/Media

Work Experience

WCSH Portland, ME Production WGME Portland, ME Production WGBH Boston, MA Admin. Assistant Filler and Associates, Portland, ME Tax assistant Weight Watchers Leader Co-Director St. James Childcare Center

Interests / Activities

Hiking, canoeing, art, reading, travel and politics.

Community Involvement

Volunteering in my children's school throughout the years, Volunteering at church in both Catechesis and VBS, active member of the League of Women Voters.

Why do you desire to serve on these boards?

I would like to serve my community in an area I am passionate about. I understand the balance needed between development and conservation.

Resume / Additional Information

Selected Boards / Commissions

Environmental Advisory Board

Order of Preference

Signature:	Nancy Vaughn
Date:	05/10/2017

applied to PC 1/15/08

RECEIVED
OCT 09 2007
CITY OF PORT ORANGE

CITY OF PORT ORANGE ADVISORY BOARDS AND COMMISSIONS

VOLUNTEER APPLICATIONS

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, please number in the order of preference.

___	Environmental Advisory Board	___	Library Advisory Board
___	Construction Regulation Board*	___	Parks and Recreation Board
___	Code Enforcement Board*	(1)	Planning Commission*
___	Charter Review Board		
___	Civil Service Board		**Pension Boards***
___	Districting Commission*	___	General Employees
___	Golf Course Advisory Board	___	Police
___	Community Redevelopment Agency	___	Fire

ALL OF THE ABOVE ARE SUBJECT TO THE "SUNSHINE LAW"
BOARD AND COMMISSION MEMBERS MUST BE A REGISTERED VOTER

MEMBERS OF THE BOARDS/COMMISSIONS WITH AN ASTERIK ARE REQUIRED TO FILE FINANCIAL DISCLOSURES WITHIN 30 DAYS OF DATE OF APPOINTMENT.

1. **PERSONAL**

Name MICHAEL ARMINIO Date of Birth 8-19-59

Address 1423 BREAKS WAY

Home Telephone 386-304-7033

Business Telephone 386-767-7425

Are you a registered voter in Port Orange? ✓ Yes ___ No

City Council District 1

How long have you been a resident of Port Orange? 17 YEARS

Are you currently serving on a City Board? NO

Have you ever served on a City Board? NO

If yes, when and which Board? ___

2. **REFERENCES** – Please list three references (business and/or personal)

ROBIN LASKY - 760-2636 PORT ORANGE
Name, address, and telephone number

DAVE WALLER MORI CT PORT ORANGE 322-2450
Name, address, and telephone number

DEBBY CONNORS PORT ORANGE 212-8388
Name, address

3. **EDUCATION**

High School NEW SYMRNA SR HIGH Date Graduated 1977

College DBCC Date Graduated D.N.G Degree _____

4. **WORK EXPERIENCE** OWNER OF BAY BREEZE BLINDS 17 YEARS, PRIOR TO THAT OWNER OF INTERIOR INSTALLATIONS 8 YEARS

5. **INTERESTS/ACTIVITIES** GOLF, BUSINESS NETWORKING BOXING, WEIGHT TRAINING, SURFING COMMUNITY EVENTS

6. **COMMUNITY INVOLVEMENT** PAST V.P ECONOMIC DEVELOPMENT TREASURER PSCHAMBER OF COMMERCE, CURRENT PRESIDENT PORT ORANGE/S. DAYTONA CHAMBER OF COMMERCE

7. **WHY DO YOU DESIRE TO SERVE ON THIS/THESE BOARDS?**

TO CONTINUE THE SMART GROWTH PORT ORANGE HAS DEVELOPED, AND POSSIBLE City Council position.

8. **A resume or separate sheet with additional information may be included.**

I understand the responsibilities associated with being a board member, and I have adequate time to serve in appointed.

[signature] 10-4-07
Signature **Date**

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 506-5563.
Return this form to: Shirley Kelly, Deputy City Clerk,
1000 City Center Circle, Port Orange, Florida 32129

From: noreply@civicplus.com
To: CityClerk
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Friday, May 15, 2020 7:49:41 PM

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, Parks and Recreation Board, Planning Commission*
Pension Boards*	*Field not completed.*
Order of Preference	1. Planing Commission 2. Parks and Recreation Board 3. Environmental Advisory 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.*

Personal Information

First Name	John
Last Name	Beel
Date of Birth	9/25/1955
Telephone	2172593742
Email Address	jbeel@gmail.com
Business Telephone	*Field not completed.*
Are you a registered voter in Port Orange?	Yes

Address	1681 Promenade Circle, Port Orange, Fl 32129
City Council District	*Field not completed.*
How long have you been a resident of Port Orange?	2 years
Are you currently serving on a City Board?	No
If yes, when and which board?	When available
References	
Please list three references (business and / or personal)	
Reference 1	*Field not completed.*
Reference 2	*Field not completed.*
Reference 3	*Field not completed.*
Education	
High School	Mattoon High School
Date Graduated High School	6/1/1973
College	Southern Illinois University
Date Graduated College	12/15/2010
Degree	Management
Additional Information	
Work Experience	See Resume
Interests / Activities	See Resume
Community Involvement	Wish to be involved in the community I plan to live in the rest of my life.
Why do you desire to serve on these boards?	Make the community a great place to live and one that everyone wants to live in.

Resume / Additional Information

John Beel
1681 Promenade Circle, Port Orange, FL 32127
(217) 259-3742, jbeel55@gmail.com

Customer Satisfaction – Sales – Fixed Operations – Operational Improvement

Summary of Qualifications

Seasoned professional with over 23 years of management experience focused on the automobile industry.

Extended knowledge of all aspects of dealership operations.

Expertise in fixed operations, sales and customer service.

My philosophy is to lead from the front, and believe that building a strong team provides a cornerstone for both company and employee satisfaction.

My success has centered on creating an environment for outstanding customer service as demonstrated by achieving number 3 in the nation while with Toyota.

Proven success in leadership, supervision and performance improvement as recognized by many awards for service excellence and exceeding profit objectives.

Education

Bachelor of Science from Southern Illinois University

Certifications

Certified Service Manager, National Association of Service Managers

Toyota Master Certified Service, Parts & Customer Service Manager

GM Mark of Excellence

Hyundai Master Service Manager

Certified Ford/Lincoln Service Manager

Associations

Board of Directors, National Association of Service Managers

Professional Experience

Service Director, Asbury/Coggin Honda Deland, FL (2019)

Fixed Operations Consultant, M5 Management Services, Inc. (2018-2019)

• Provide fixed operations consulting to dealerships resulting in improved operational performance.

• Perform fixed operation analysis and executive assessment to

improve net profit. This is accomplished through:
o Improving sales and gross profit
o Modifying and/or changing existing processes
o Improving customer retention
o Production and quality control
• Provide in-depth training and coaching of service staff, resulting in maximum effectiveness both operationally and in customer satisfaction.
• Implement processes to streamline operations, resulting in a stable and consistent environment for customers and staff.

Fixed Operations Director, KC Summers Auto Group, Mattoon, IL (1995-2018)
• Managed the fixed operations of a multi-building, multi-location automotive dealership group consisting of Toyota, Nissan, Hyundai, Mazda, Buick, GMC and Scion.
• Provided leadership for teams generating annual service and parts sells exceeding $8 million per year.
• Coordinated all activities related to facilities and grounds for this highly active and customer focused operation.
• Collaborated with dealer-owner to analyze overall financial statements to ensure cost containment and profitability.
• Responsible for recruitment, hiring, training, compensation and supervision of employee's, most of whom are paid on a strictly commission basis.
• Guided and implemented safety programs, and ensured OSHA compliance in this highly regulated industry.
• Achievements include:
o Responsible for achievement of Toyota Presidents Award each year.
o Placed 3rd in the nation of all Toyota dealerships and was always toward the top.
o Recognized by manufacturers many times over the years for service excellence.
o Planned and led major facility renovations.
o Developed a comprehensive plan to address the shortage of technicians.

Outside Interests

Home renovation, car renovation, running (completed 7 full marathons, including Boston, and numerous half marathons)

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Type your name to sign	John Beel
Date	5/15/2020

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.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/16/2020

Consent item: No

SUBJECT: (G16) Second Reading - Ordinance No. 2020-7 - LDC Amendment/Chapter 2, 12, and 17 - PC-A Workplace District - Senior Independent Living Community (Case No. 20-25000001)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-7 amending Chapters 2, 12, and 17 of the Land Development Code.

SUMMARY: Planning Commission Recommendation (2/27/20): Recommended Approval

Cameron General Contractors, Inc., together with Resort Lifestyle Communities, is requesting approval of a Land Development Code text amendment to the PC-A Workplace District zoning category, in conjunction with a proposed aged restricted Senior Independent Living Community in the PC-A Workplace District. The PC-A Workplace District is generally located along the Williamson Boulevard corridor between Summer Trees Road and I-95. The Workplace District in the PC-A Zoning District allows for commercial uses, and the proposed Senior Independent Living Community use would be a lower intensity use and generate less traffic than the commercial uses already allowed. The applicant's proposed LDC amendment includes three items discussed in detail in the staff report, including:
1. To create a definition to define the Senior Independent Living Community use.
2. To add a parking requirement for a Senior Independent Living Community use; and
3. To add Senior Independent Living Community as a permitted use in the PC-A Workplace district, with a land area limitation and specific dimensional requirements.

If approved, the applicant intends to submit a site plan for a 130-unit Senior Independent Living Community for seniors (55 and older) in a single, three-story building consisting of a total of approximately 180,000 square feet on 12.4 acres, located on the east side of Williamson Boulevard, south of Town West Boulevard. According to the developer, the proposed Senior Independent Living Community would include an all-inclusive resort-style community with live-in managers, a 24/7 medical alert system and concierge service, gourmet chefs, housekeepers, maintenance staff, a full-time lifestyle director, etc.

A general traffic comparison was conducted to evaluate the impact the proposed LDC amendment could have traffic generation rates. If the proposed LDC amendment is approved and a Senior Independent Living Community is developed on the 12.4-acre property located at the southwest corner of Town West Boulevard and Williamson

Boulevard, there is potential to reduce the net p.m. peak-hour and daily vehicular trips by at least 80%. Transportation Concurrency and any required mitigation to support a proposed development plan for any uses developed in the PC-A zoning district will be assessed in greater detail during the site plan review process. As part of the Site Plan submittal for any Senior Independent Living Community in the Workplace District, a Transportation Impact Analysis will be required to evaluate access into the site, required roadway improvement and Transportation Fair-Share mitigation to support a proposed development.

The applicant held a neighborhood meeting on December 19, 2019, at the Lakeside Pavilion, with residents adjacent to the proposed site to discuss their proposed LDC text amendment and the proposed Senior Independent Living Development. According to the applicant, many residents expressed concern about the possibility of commercial development on the property located on the southeast corner of Williamson Boulevard and Town West Boulevard and the resulting increase in traffic congestion. The applicant stated that when the Senior Independent Living Community use was compared to commercial uses on the subject property, the residents appeared to be supportive of applicant's proposed development due to the lower trip generation rate and proposed landscape buffer adjacent to the Royal Palm Subdivision.

The staff report is attached for additional information.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ord. No. 2020-7	Ord. No. 2020-7 LDC Amendm.pdf
2.	STAFF REPORT	STAFF REPORT.pdf

Penelope Cruz Created/Initiated - 5/21/2020

ORDINANCE NO. 2020-7

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTERS 2, 12, AND 17 RELATING TO DEFINITIONS AND INTERPRETATIONS, ROADS AND VEHICULAR USE AREAS, AND ZONING DISTRICT REGULATIONS; 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 amendments are necessary to improve the content of the existing Land Development Code ("Code") as part of an ongoing maintenance effort to make the Code and the development review process more efficient and consistent in its application.

WHEREAS, for purposes of this ordinance words with underlined (underlined) type shall constitute additions to the original text and words with strikethrough (~~strikethrough~~) type shall constitute deletions from the original text.

NOW, THEREFORE, BE IT ENACTED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1: The City Council of the City of Port Orange hereby amends Chapter 2, Section 2 of the Land Development Code, to read as follows:

Chapter 2 - DEFINITIONS AND INTERPRETATIONS

Section 2: - Definitions.

Senior Independent Living Community. A residential community for residents aged fifty-five and older which incorporates multiple attached dwelling units with common dining and recreation facilities and other amenities.

SECTION 2: The City Council of the City of Port Orange hereby amends Chapter 12, Section 4 of the Land Development Code, to read as follows:

Chapter 12 – ROADS AND VEHICUALR USE AREAS

Section 4: - Parking.

[No changes to subsection (a)]

(b) *Required off-street parking spaces*.

[No changes to subsections (1) through (5)]

(6) Matrix.

Use	Minimum Off-Street Parking Requirement	Ratio of Full Size/ Compact Spaces	Required Bicycle Spaces
RESIDENTIAL			
[No changes to Single-Family detached/attached (duplex)]			
Multifamily (other than Senior Independent Living Community):			
Resident parking (c)	Studio: 1 space/unit 1 bedroom: 1.5 spaces/unit 2, 3 or more bedrooms: 2 spaces/unit	75/25	.10 per required parking space
Visitor parking	.25 spaces/unit		
Senior independent living community	1 space/unit, plus .25 spaces/units for visitor parking	100/0	0

[No changes to *NOTES* or remainder of subsection (6) Matrix.]

SECTION 3: The City Council of the City of Port Orange hereby amends Chapter 17, Section 24 of the Land Development Code, to read as follows:

Chapter 17 – ZONING DISTRICT REGULATIONS

Section 29: - Planned community – Agricultural (PC-A) district.

[No changes to subsections (a) thru (d)]

(e) *Workplace district*.

(1) *Purposes and intent*. The primary use of this district shall be for commercial and industrial purposes; however, some multifamily residential and senior independent living community uses may be permitted nearby employment centers and commercial development that serves the general and specialized shopping needs and services of the residents, pursuant to the conditions provided by subsection 2(c) below. Although development in this district is expected to provide a regional employment base and cater to the local and regional market, there shall also be a link between the various uses within the district and other districts, especially the west town center district and the community district, and the adjacent regional commercial node.

(2) *Permitted uses*. The macro CDP recognizes two primary categories of uses in the workplace district: commercial and office/industrial; however, multifamily residential and senior independent living community uses may be incorporated into the workplace district as detailed in subsection (c) below.

[No changes to subsections (a) and (b).]

(c) *Residential*.

(1) Permitted uses.

(a) Multifamily dwelling (16 units per gross acre maximum allowable density).

(b) Senior independent living community (12 units per gross acre maximum allowable density).

(2) *Prohibited uses*.

(a) Camouflaged and monopole communications towers.
(b) Guyed and lattice communication towers.
(c) Mobile home and manufactured home units.
(d) Single-family dwellings.
(e) Duplex units.
(f) Triplex units.

(3) *Special restrictions*. In order to ensure a mix of uses consistent with the purposes and intent of the workplace district, multifamily residential uses shall be limited to 13 percent of the overall workplace district land area, when such residential development is located within a ½ mile of commercial development (measured along right-of-way centerlines between the development entrance drives or other pedestrian access points) that will cater to the residential development and provide an efficient link between the commercial and residential uses. The location of residential uses in close proximity to commercial uses will reduce vehicle miles

traveled, thereby reducing the energy consumption within the district. Senior independent living communities shall be limited to 4 percent of the overall Workplace District land area.

(4) *Dimensional requirements*.

[No changes to dimensional requirements table for ATTACHED RESIDENTIAL.]

STANDARD	SENIOR INDEPENDENT LIVING COMMUNITY
Max. building height	50 ft.
Min. lot size	4 acres
Min. lot width	200 ft.
Min. living area	500 s.f.
Max. building coverage	30%
Min. open space	60%
Setbacks	
Front	30 ft.
Side	25 ft. or equal to building height, 25 ft. between buildings
Rear	50 ft.

[No changes to the remainder of subsection (e) *Workplace district*.]

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: 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 6: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or

applications of 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 7: This Ordinance shall take effect immediately upon adoption.

_____
MAYOR DONALD O. BURNETTE

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

STAFF REPORT

LDC Text Amendment/ Chapter 2, 12, and 17/ Senior Independent Living Community/PC-A Zoning District

CASE NO. 20-25000001

REQUEST:	To amend the Land Development Code (LDC) to add a definition for senior independent living community and add said use as a permitted use in the Planned Community-Agriculture (PC-A) Workplace District, and with separate dimensional and parking requirements.
APPLICANT:	Cameron General Contractors, Inc.
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Planning Manager, (386) 506-5671
PLANNING COMMISSION:	Recommended Approval (February 27, 2020)
CITY COUNCIL DATE:	March 17, 202

INTRODUCTION

The PC-A zoning district was designed almost two decades ago and covers approximately 1,200 acres. It is common to make modifications to the concepts and development regulations as larger master planned areas develop and new uses emerge that are compatible with current permitted uses but were not established or identified at the time the regulations were created.

The applicant's proposed LDC amendment would only pertain to the Workplace district of the PC-A zoning district and is to allow for the development of a Senior Independent Living Community, an all-inclusive independent living residential community that is restricted to residents aged 55 and older. The proposed development will offer residents numerous resort-style amenities, including community dining, theater room, fitness center and other recreation facilities, library, chapel, beauty salon, 24-hour concierge service, valet parking service and group transportation service, among others. The Senior Independent Living Community use is similar to the multi-family use, except that it requires renters to be over 55 years old.

According to the applicant, the term "seniors housing" is a general term used to cover many types of housing for seniors. Seniors housing can include assisted living/memory care communities, skilled nursing facilities and communities offering a full continuum of care. The scale of care varies widely and cost typically increases with increased levels of care. A Senior Independent Living Community offers residents a safe living environment with minimal assistance. A Senior Independent Living Community is not licensed to provide help with medications, bathing, dressing or other personal health care needs. Occasionally, residents in these communities may need a personal care provider or private caregiver and when such services are needed, they hire that service directly.

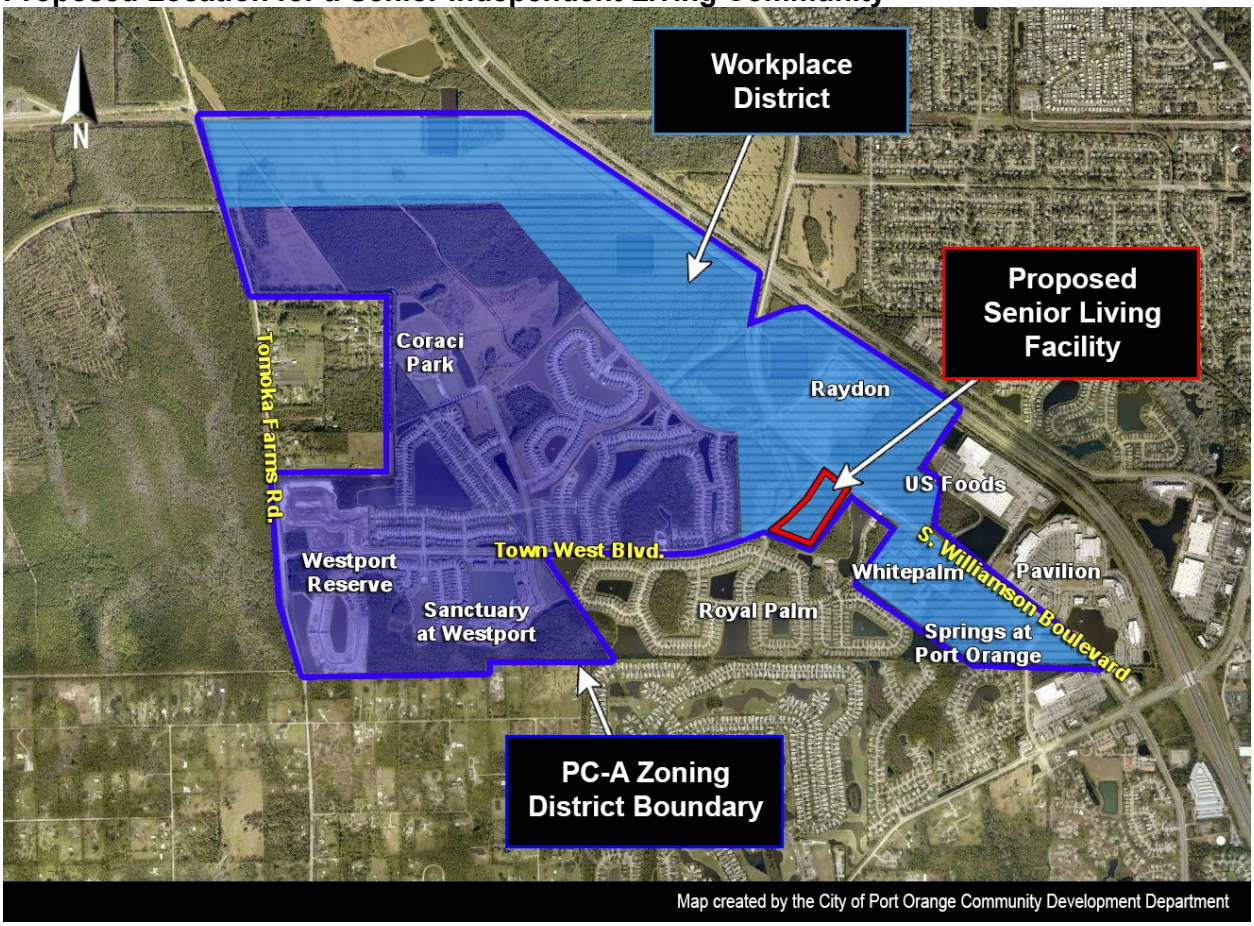
PROPOSED AMENDMENT

The proposed amendment to the Land Development Code (LDC) includes three items:

1. To add a definition for a Senior Independent Living Community;
2. To add a parking requirement for a Senior Independent Living Community use; and
3. To add Senior Independent Living Community as a permitted use in the PC-A Workplace district, with a land area limitation and specific dimensional requirements.

If the applicant's LDC text amendment is approved, the applicant, Cameron General Contractors (Cameron), Inc. intends to submit a site plan for a Senior Independent Living Community on a 12.4-acre parcel located at the intersection of South Williamson Boulevard and Town West Boulevard (the subject property; see Figure 1 – Location Map). According to the applicant, the Senior Independent Living Community is proposed to include approximately 130 dwelling units for senior citizens (55 and older) in a single, three-story building with a footprint of roughly 60,000 square feet and consisting of a total of approximately 180,000 square feet. Each dwelling unit will have a full kitchen and separate heating and cooling systems, along with other senior-friendly design features. According to the applicant, the proposed LDC text amendment has been requested to allow the development of a Senior Independent Living Community on the corner of Williamson Boulevard and Town West Boulevard.

Figure 1. Location Map of the Overall PC-A Zoning District, Workplace District, and the Proposed Location for a Senior Independent Living Community



Addition of a definition for Senior Independent Living Community

The applicant has proposed to add the following definition to Chapter 2, Section 2 of the LDC to define a Senior Independent Living Community.

> *Senior Independent Living Community* - A residential community for residents aged fifty-five (55) and older which incorporates multiple attached dwelling units with common dining and recreation facilities and other amenities.

The proposed definition for a Senior Independent Living Community will appropriately differentiate a Senior Independent Living Community from a traditional multi-family development use. Typically, a standard multi-family development attracts a wide range of renters (students, families, couples, and single tenants) which tend to create more vehicle trips and also require more parking. According to the applicant, a Senior Independent Living Community would be required to provide all-inclusive services for resident's daily needs, reducing the need for daily trips on the roadway network for goods, services, and activities. According to the applicant, a Senior Independent Living Community does not require as much parking and does not create impacts to the school system, or park facilities as recreation and entertainment services are provided on-site.

Addition of a parking requirement for a senior independent living community use

The applicant has proposed an off-street parking requirement of one parking space per residential unit, plus visitor parking at a rate of 0.25 spaces per residential unit, for a *Senior Independent Living Community.* If approved, the parking ratio would be added to the parking requirement matrix in Chapter 12 of the LDC*.* The only comparable parking requirement in the LDC is for a traditional multifamily development, which requires 1.5 spaces per 1-bedroom unit and 2 spaces per 2-3-bedroom units, plus visitor parking at a rate of 0.25 spaces per residential unit. According to the applicant's parking assessment at their communities, the parking demand at a *Senior Independent Living Community* is less than in a traditional multifamily development because less than half of the residents in their communities own a car and the communities offer a driving service that take groups of residents to the grocery store, doctor appointments, events, shopping, etc.

The applicant states that fewer than half of the residents in many of Cameron's communities own a vehicle; and there are approximately 15-20 staff members on-site during the largest shift (10 AM – 2 PM). The on-site staff members typically work at the in-community beauty salon, bank, gift shop and pharmacy drop off which operate during the 10 AM – 2 PM timeframe. There are staff present 24/7 for services offered such as cleaning, meals, fitness, concierge service, and transportation throughout the day, but primarily between 6 AM and 5 PM.

The applicant operates 31 Senior Independent Living Communities across the country. In 2018, they commissioned a parking demand and utilization assessment to determine the average parking utilization rates to provide guidance for the construction of parking in their future developments. The assessment focused on two of Cameron's existing communities (both that are also 130 units) that consistently operate at fully occupancy. The parking assessment concluded that the average number of vehicles parked at a fully

occupied community was below 1 vehicle per unit with a maximum parking usage at any time during the evaluation period being 112 spaces. The concept plan for the proposed facility in Port Orange would provide 163 spaces for the 130 units.

According to the applicant, requiring senior communities to provide the same number of parking spaces as traditional multifamily developments would result in an inefficient use of land and an unnecessary expansion of impervious surface that could otherwise be used as greenspace. The applicant's concept plan shows approximately 65% of the site as open space, which would be reduced if an additional 65 to 80 parking spaces are required.

The proposed Senior Independent Living Community use is a newer housing product that is not exactly addressed in parking requirements listed in the City's LDC. The LDC provides parking requirements for traditional multi-family residential developments and nursing homes or assisted living facilities. As mentioned above, the traditional multi-family development serves residents who are dependent on a vehicle and typically own a vehicle(s). A nursing home or assisted living facility is typically where medical care is provided and the majority of vehicles associated with this use are employees or visitors and residents in these facilities typically do not have vehicles. The proposed Senior Independent Living Community parking ratio is a hybrid of these two uses as it does not require the full amount as a traditional multi-family development, but requires more spaces then a nursing home or assisted living facility since some residents will have a vehicle. Based on the description provided by the applicant of alternative transportation services that will be provided at a Senior Independent Living Community, staff believes the proposed parking ratio will provide sufficient parking for this use. The table below shows a parking comparison for the required parking at a 130-bed nursing home/ALF, a 130-unit traditional multi-family development, and a 130-unit Senior Independent Living Community.

Table 1. Parking Comparison for current and proposed parking ratio

Parking Spaces	Employees on Largest Shift	1 bed	1-bedroom	2-3 bedroom	Visitor	Total
Traditional Multi-family Parking Spaces	-	-	114	108	56	278
Nursing Home/ALF Parking Spaces	30	65	-	-	-	95
Senior Independent Living Community Parking Spaces	-	-	76	54	33	163

Establishment of Senior Independent Living Community as a permitted use in the PC-A Workplace district, with a land area limitation and dimensional requirements (Chapter 17)

The applicant has proposed an amendment to Chapter 17, Section 29(e)(2)(c)(1) of the LDC to add Senior Independent Living Community as a permitted residential use in the Workplace District. This amendment is required for the proposed development because the subject property is currently zoned for commercial uses.

The current Workplace District allows for commercial uses such as convenience stores with or without fuel operations; game/recreation facilities; hotel/motel; and restaurants with or without drive-throughs. The proposed Senior Independent Living Community use would be a lower intensity use and generate less vehicular trips than a majority of the commercial uses already allowed by the current zoning. If this amendment is approved, it would further minimize the traffic that could use the I-95 Interchange area and Williamson Boulevard, and Taylor Road/Williamson Boulevard intersection.

A general traffic comparison was conducted to evaluate the impact the proposed LDC amendment could have traffic generation rates (Table 2). According to the comparison, if the proposed LDC amendment is approved and a Senior Independent Living Community is developed on the 12.4-acre property located at the southwest corner of Town West Boulevard and Williamson Boulevard, there is potential to reduce the net p.m. peak-hour and daily vehicular trips by at least 80%. Transportation Concurrency and any required mitigation to support a proposed development plan for any uses developed in the PC-A zoning district will be assessed in greater detail during the site plan review process.

Table 2. Traffic Comparison for 12.4-acre site

	Current Zoning for Commercial 80,000 square-feet (Based on prior proposed development plans)	Proposed Senior Independent Living Community 178,362 square-feet (130 units)	Anticipated Net Change
P.M. Peak Hour Trips/Daily Trips	297/3,416	33/447	-264/-2,969

Source: ITE Trip Generation Manual, 10th Edition. Shopping Center (820) = 42.70 Daily Trips per 1,000 sq.ft; 3.71 P.M. Peak Hour Trips per 1,000 sq.ft.; Senior Adult Housing – Attached (252) = 3.44 Daily trips/unit and 0.25 PM Peak Hour Trips/Unit.

The proposed amendments include certain limitations on the development of a Senior Independent Living Community in the PC-A Workplace District.

Density: The applicant requests a maximum residential density for a Senior Independent Living Community of 12 units per acre. This is a lower density than the currently permitted multifamily use at 16 units per acre.

Land Area Limit: The applicant has included a restriction on the development of Senior Independent Living Communities in the PC-A Workplace District to a maximum of 4% of the total land area comprising the Workplace District and a minimum lot area of 4-acres (Exhibit 1). Four percent of the PC-A Workplace District (420 acres) equates to 16.8 acres of land area. The subject property that

the applicant is proposing to develop as a Senior Independent Living Community is 12.4 acres. This would leave a balance of 4.4 acres. With a minimum lot size of 4-acres, this would allow one (1) additional Senior Independent Living Community in the PC-A Workplace district in addition to the subject property.

Dimensional Requirements: The proposed minimum open space, maximum building coverage, building setbacks, and building height are generally based on similar City standard commercial zoning districts (see Table 3).

Table 3. Dimensional Requirements

Zoning District	Maximum Building Coverage	Minimum Open Space	Williamson Boulevard Bldg. Setback	Side Bldg. Setback	Rear Bldg. Setback	Maximum Height
PC-A Workplace District – Senior Independent Living Community	30%	60%	50 ft.	25 ft.*	50 ft.	50 ft.
PC-A Workplace District multifamily	50%	40%	50 ft.	20 ft.	25 ft.**	50 ft.
R-3M (multifamily 12 units/acre)	40%	60%	50 ft.	25 ft.*	25 ft.*	45 ft.
ORT	35%	30%	50 ft.	10 ft.	25 ft.	45 ft.

* Buildings of greater than 25 feet in height shall have a building setback equal to or greater than the building height.
** Buildings of greater than 25 feet in height shall have a building setback equal to or greater than the building height, except where adjoining property is zoned single family residential where such setback shall be equal to or greater than twice the building height.

According to the applicant, the requested amendments would permit the reasonable development of a Senior Independent Living Community in the PC-A Workplace District to meet the increasing demand for senior housing and also prevent the overdevelopment of senior housing in this area of the City. There are currently no multi-family developments in this area of the City that are age restricted and provide the required services to residents as required by a Senior Independent Living Community.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The proposed amendment is consistent with the City's Comprehensive Plan and the purpose and intent of the *Planned Community-Westside* Future Land Use (FLU) designation. The City's Comprehensive Plan states that the *Planned Community-Westside*, is intended to create a mixed-use, pedestrian-friendly community that increases the available inventory of commercial, industrial, and institutional land uses by integrating them with residential uses, minimizes automobile trips, and promotes environmental protection. The type of residential proposed (senior independent living) and the limitation on the percentage allowed in the Workplace District is consistent with and further promotes the goal of creating a mixed-used area that minimizes automobile trips by:

1. Providing for an alternative housing option for seniors that generates less vehicular trips than traditional multi-family development or the commercial uses currently permitted on the subject property; and
2. Providing an opportunity for a Senior Independent Living Community to be a transitional use between the commercial and industrial uses allowed in the Workplace District and the adjacent single-family subdivisions on the west side of Williamson Boulevard.

PROPOSED DEVELOPMENT

If the amendment is approved, the applicant plans to submit a site plan for a 130-bed facility at the southwest corner of Town West Boulevard and Williamson Boulevard. The applicant's draft concept plan has the building oriented towards Town West Boulevard, with 50'-wide landscape buffers on all sides. Based on the requirements of the LDC for the location of access drive in proximity to intersections, access would be limited to Town West Boulevard only. The design of the access drive and potential turn lanes and modifications to the existing landscape median in the Town West Boulevard right-of-way will be determined with the engineered site design plans to be submitted.

Figure 2. Draft Concept Plan Overlaid on Aerial of Surrounding Area

PUBLIC NOTICE

On February 12, 2020, staff posted the property notifying the public of the proposed amendment. At the time this agenda item was prepared, there has been 1 inquiry received

that was a general inquiry about the type of site improvements required for a proposed development on the subject property (sidewalks, access, landscape buffers, etc.).

The applicant also presented its proposed community to neighboring residents during a neighborhood meeting held on December 19, 2019. According to the applicant, the residents' responses to the proposal were overwhelmingly favorable. Notably, many residents who expressed concern about the possibility of commercial development on the subject property and the resulting increase in traffic congestion were supportive of applicant's proposed community with its much lower trip count.

RECOMMENDATION

Staff recommends approval of the request to amend Chapters 2, 12, and 17 of the Land Development Code to add a definition for Senior Independent Living Community and add said use as a permitted use in the Planned Community-Agriculture (PC-A) Workplace District with separate dimensional and parking requirements.

ATTACHMENTS

Exhibit 1 – Proposed Amendments to Chapters 2, 12, and 17 of the LDC

Exhibit 1

Proposed Land Development Code (LDC) Amendments

Chapter 2 - DEFINITIONS AND INTERPRETATIONS
Section 2: - Definitions.

Senior Independent Living Community. A residential community for residents aged fifty-five and older which incorporates multiple attached dwelling units with common dining and recreation facilities and other amenities.

Chapter 12 - ROADS AND VEHICULAR USE AREAS
Section 4: - Parking.

(b)*Required off-street parking spaces*.

[No changes to subsections (1) through (5)]

(6) Matrix.

Use	Minimum Off-Street Parking Requirement	Ratio of Full Size/ Compact Spaces	Required Bicycle Spaces
RESIDENTIAL			
Multifamily (other than senior independent living community):			
Resident parking (c)	Studio: 1 space/unit 1 bedroom: 1.5 spaces/unit 2, 3 or more bedrooms: 2 spaces/unit	75/25	.10 per required parking space
Visitor parking	.25 spaces/unit		
Senior independent living community	1 space/unit, plus .25 spaces/units for visitor parking	100/0	0

[No changes to *NOTES*]

Chapter 17 - ZONING DISTRICT REGULATIONS
Section 29: - Planned community—Agricultural (PC-A) district.

[No changes to subsections (a) through (d)]

(e) *Workplace district*.

(1) *Purposes and intent*. The primary use of this district shall be for commercial and industrial purposes; however, some multifamily residential and senior independent living community uses may be permitted nearby employment centers and commercial development that serves the general and specialized shopping needs and services of the residents, pursuant to the conditions provided by subsection 2(c) below. Although development in this district is expected to provide a regional employment base and cater to the local and regional market, there shall also be a link between the various uses within the district and other districts, especially the west town center district and the community district, and the adjacent regional commercial node.

(2) *Permitted uses*. The macro CDP recognizes two primary categories of uses in the workplace district: commercial and office/industrial; however, multifamily residential and senior independent living community uses may be incorporated into the workplace district as detailed in subsection (c) below.

[No changes to subsections (a) and (b).]

(c) *Residential*.

(1) Permitted uses.

(a) Multifamily dwelling (16 units per gross acre maximum allowable density).

(b) Senior independent living community (12 units per gross acre maximum allowable density).

(2) *Prohibited uses*.

(a) Camouflaged and monopole communications towers.
(b) Guyed and lattice communication towers.
(c) Mobile home and manufactured home units.
(d) Single-family dwellings.
(e) Duplex units.
(f) Triplex units.

(3) *Special restrictions*. In order to ensure a mix of uses consistent with the purposes and intent of the workplace district, multifamily residential uses shall be limited to 13 percent of the overall workplace district land area, when such residential development is located within a ½ mile of commercial development (measured along right-of-way centerlines between the development entrance drives or other pedestrian access points) that will cater to the

residential development and provide an efficient link between the commercial and residential uses. The location of residential uses in close proximity to commercial uses will reduce vehicle miles traveled, thereby reducing the energy consumption within the district. Senior independent living communities shall be limited to 4 percent of the overall Workplace District land area.

(4) *Dimensional requirements*.

[No changes to dimensional requirements table for attached residential.]

STANDARD	SENIOR INDEPENDENT LIVING COMMUNITY
Max. building height	50 ft.
Min. lot size	4 acres
Min. lot width	200 ft.
Min. living area	500 s.f.
Max. building coverage	30%
Min. open space	60%
Setbacks	
Front	30 ft.
Side	25 ft. or equal to building height, 25 ft. between buildings
Rear	50 ft.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/16/2020

Consent item: No

SUBJECT: (G17) Second Reading - Ordinance No. 2020-8 - Emergency Preparedness and Response Ordinance

DEPARTMENT: City Manager

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-8.

SUMMARY: ARTICLE IV EMERGENCY PREPAREDNESS AND RESPONSE

The purpose of Article IV is to provide a process to keep city rights-of-way and property clear of debris, garbage, trash, refuse, vegetation, tree or other matter which could create a road hazard or other hazard to life, property or utilities during a declared emergency. The process will keep evacuation routes clear so that first responders will have emergency access before, during and immediately after emergency situations.

Article IV provides precautionary measures that property owners, occupants or users of property shall comply with to prevent situations that could create a hazard to life, property or utilities. This includes, but it is not limited to, providing that property, furniture, display racks, material, equipment and other similarly loose objects are secured. It further requires that debris, vegetation or other tree matter is disposed of in a manner that prevents such from becoming airborne in a storm. Article IV also requires that material and equipment on construction sites be secured.

In addition, Article IV provides that during a declared emergency it is unlawful for any person to place garbage, trash, debris and refuse in the rights-of-way at any time other than the time periods established by the city for pick-up.

Article IV provides for enforcement and penalties including, but not limited to, the costs that the city incurred and a fine.

ARTICLE V DISASTER- GENERATED DEBRIS REMOVAL

Article V establishes a process by which the city may evaluate and, if necessary, remove disaster-generated debris from private rights-of-way in the event of an immediate threat to life, public health and safety after a significant disaster.

Article V provides that the city manager shall determine whether there is an immediate threat to the life, public health, and safety sufficient to warrant removal of debris on private rights-of-way based on one or more enumerated factors. These factors hinge on the nature, extent and type of debris and the significant impact it would have to life,

public heath and safety.

Article V further outlines the requirements for any individual who places disaster-generated debris on rights-of-way for removal by city work forces. This includes neatly stacking, piling or placing the debris to not interfere with roads and utilities and separating the debris.

Article V provides for enforcement and penalties, including but not limited to the costs the city incurred and a fine. Article V further requires an indemnification and hold harmless be executed by the property owner before the city removes debris from private property.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Ordinance No. 2020-8 - Emergency Preparedness and Response	Ordinance No. 2020-8 - Emergency Preparedness and Response.pdf

Robin Fenwick Created/Initiated - 5/21/2020

ORDINANCE NO. 2020-8

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 26, SECTION 26-2 RELATED TO EMERGENCY MANAGEMENT TO ADD NEW DEFINITIONS; AMENDING CHAPTER 26 TO ESTABLISH A NEW ARTICLE IV RELATED TO EMERGENCY PREPAREDNESS AND RESPONSE; PROVIDING FOR DEBRIS TO BE CLEARED FROM RIGHTS-OF-WAY; PROVIDING FOR PENALTIES AND ENFORCEMENT; AMENDING CHAPTER 26 TO ESTABLISH A NEW ARTICLE V RELATED TO DISASTER DEBRIS REMOVAL FROM PRIVATE RIGHTS-OF-WAY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council has the authority to adopt this ordinance pursuant to Sections 166.021 and 252.38 of the Florida Statutes, as may be amended; and

WHEREAS, the City needs to be able to act quickly to mitigate threats before, during and immediately after emergency situations; and

WHEREAS; City Council has determined that in order to protect the public health and safety during a declared emergency it is critical to have debris cleared from property and rights-of-way since large accumulations of debris can cause fire hazards, become airborne in storms, obstruct streets, and cause conditions which may be hazardous to life, property, or utilities; and

WHEREAS, large accumulations of debris can cause fire hazards, obstruct mailboxes, harbor vermin and reptiles; inhibit access to school buses; or become airborne in subsequent storms; and

WHEREAS, the City Council has determined that private property debris removal is necessary to protect life, public health and safety in a declared emergency when such debris poses a significant and immediate threat; and

WHEREAS, the removal of such debris is critical for emergency access by police and fire vehicles; and

WHEREAS, the efficient and safe removal of disaster related debris will promote the economic recovery of the affected community and benefit the community-at-large; 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 ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1. The City Council of the City of Port Orange, Florida, hereby amends Chapter 26, Section 26-2 of the City of Port Orange Code of Ordinances to read as follows:

Chapter 26 - EMERGENCY MANAGEMENT

Sec. 26-2. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Attack means a direct or indirect assault against the city, its government, its environs, or of the nation, by the forces of a hostile nation or the agents thereof, including assault by bombing, radiological, chemical or biological warfare, or sabotage.

City work forces means officers, employees, and agents of the city including, but not limited to, contractors retained by the city to push, remove, store, or dispose of disaster-generated debris or to otherwise act in response to a declared emergency.

Coordinator means the coordinator of the city office of emergency management, appointed as prescribed in this chapter.

Director means the city manager or his designee; or at the time of any declaration of a state of emergency, or in the event of the physical disability or absence from the city of the city manager, that officer or employee of the city who is physically present within the city and physically qualified to assume the duties of the director, and who is next in precedence according to the order of succession set forth in section 26-6.4 of this chapter.

Disaster-generated debris or *debris* means any material, including trees, branches, personal property, and building material deposited on city-owned property or rights-of-way or on private roads as a direct result of a major disaster or a catastrophic disaster.

(a) The term includes, but is not limited to:

(1) *Vegetative debris,* which means debris consisting of whole trees, tree stumps, tree branches, tree trunks, and other leafy material.

(2) *Hazardous limbs and hazardous trees,* which means limbs or trees damaged in a major disaster or a catastrophic disaster and in danger of falling on primary ingress or egress routes or on city rights-of-way.

(3) *Construction and demolition debris,* which means debris created by the removal of disaster-damaged interior and exterior materials from improved property such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, pipe, concrete, fully cured asphalt, equipment, furnishings, and fixtures.

(4) Household hazardous waste (*HHW),* which means waste such as household cleaning supplies, insecticides, herbicides, and other

products or materials containing volatile chemicals that catch fire, react, or explode under certain circumstances, or that are corrosive or toxic.

(5) *E-waste,* which means electronic waste such as computer monitors, televisions, and other such electronics that contain hazardous materials.

(6) *White goods,* which means discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers, and water heaters.

(7) *Putrescent debris,* which means debris that will decompose or rot such as animal carcasses and other fleshy organic matter.

(b) The term does not include:

(1) Debris on vacant lots, heavily wooded areas, unimproved property, and unused or unmaintained areas.

(2) Debris on agricultural lands used for crops and livestock.

(3) Concrete slabs or foundations-on-grade.

(4) Construction and demolition debris consisting of materials used in the reconstruction of disaster-damaged improved property.

Emergency means any occurrence, or threat thereof, whether accidental, natural, technological or manmade, in war or in peace, which results or may result in substantial injury or harm to the population or substantial damage to or loss of property within the city.

Emergency management, in its broad meaning, means to carry out the basic government functions of maintaining the public peace, health and safety during an emergency. This shall include the formulation of plans and preparation for protection from, and relief, recovery and rehabilitation from, the effects of an emergency, as defined herein, and shall also include the effects of an attack on the city by the forces of an enemy nation or the agents thereof. It shall not, however, include any activity that is the primary responsibility of the military forces of the United States or other federal agencies.

Emergency management force means the employees, equipment and facilities of all city departments, boards and institutions and, in addition, it shall include all volunteer personnel, equipment and facilities contributed by, or obtained from, volunteer persons or agencies.

Emergency management volunteer means any person duly registered, identified and appointed by the coordinator of the office of emergency management and assigned to participate in the emergency management activity.

Private right-of-way means any non-public road along which private single-family or multi-family residences are located, and that is located within the city with a designated name and road signage, the general maintenance of which is not the legal responsibility of the city. The term includes, but is not limited to, roads owned and maintained by homeowners' associations, mobile home parks and roads for which no individual or entity has claimed or exercised maintenance responsibility. The term also includes the land under common ownership immediately adjacent to the paved surface, or if no such common ownership exists, the land lying within the three-foot roadside shoulder area on both sides of the paved surface of such road.

Public right-of-way means land owned or controlled by the city, county, or state and intended to be used for public passage, including but not limited to streets, alleys, sidewalks, bike path, parkage and driveways constructed thereon.

Regulations includes plans, programs and any other emergency procedures deemed essential to emergency management as promulgated by legally constituted authority.

Structure: Anything which is built, erected or constructed. This definition includes, among other things, docks, dolphins, piers, boat lifts, fences, posts, buildings, walls, pilings, signs, canopies, tents, stairs, stoops, awnings, slabs, asphalt or concrete driveways, poles, septic tanks, and other items as determined by the building official.

Volunteer means contributing a service, equipment or facilities to the emergency management organization without remuneration.

SECTION 2. The City Council of the City of Port Orange, Florida, hereby amends Chapter 26 of the City of Port Orange Code of Ordinances to establish a new Article IV which shall read as follows:

Chapter 26 - EMERGENCY MANAGEMENT
ARTICLE IV. – EMERGENCY PREPAREDNESS AND RESPONSE REGULATIONS

Sec. 26-67. - Intent and purpose.

During a declared emergency, the city needs to ensure that city rights-of-way and property are clear of debris, garbage, trash, refuse, vegetation, tree or other matter which could create a road hazard or other hazard to life, property or utilities. Additionally, the city to needs to ensure that roads are clear to make certain that evacuation routes are clear and that first responders have emergency access before, during and immediately after emergency situations.

Sec. 26-68. Hurricanes; precautions

Each year, prior to hurricane season, property owners, occupants, or users shall inspect their properties and address and correct situations and conditions which may create a hazard to life, property, or utilities under hurricane force winds. The existence of any debris, vegetation, tree or other matter which may create a hazard is declared to be a nuisance.

(a) During the periods of time that the city, as designated by the United States Weather Service, is under a hurricane warning or alert, the owner, occupant, or user of a property shall take precaution for the disposal of debris, vegetation, tree or other matter, and the securing of structures, material and equipment. Canvas awnings and swing signs shall be lashed to rigid construction, tents shall be taken down and stored or lashed to the ground and other precautions shall be taken for the securing of structures or material or equipment in a manner that prevents the same from becoming airborne under hurricane force winds.

(b) During the periods of time that the city, as designated by the United States Weather Service, is under a hurricane warning or alert, all construction materials or equipment shall be secured against displacement by hurricane force winds; provided that where a full complement of personnel is employed or otherwise in attendance, or engaged for protection purposes, normal construction procedures, or uses of material or equipment may continue for a reasonable period of time that is necessary to secure the materials or equipment before winds of hurricane force are anticipated. Construction materials and equipment shall be secured by guying and shoring, by tying down loose materials, equipment and construction sheds.

(c) During the periods of time that the city, as designated by the United States Weather Service, is under a hurricane warning or alert, all furniture, display rack, material, and similar loose objects in exposed outdoor locations shall be lashed to rigid construction or stored in buildings.

Sec. 2-69. Building official and code enforcement division, powers.

(a) During a state of emergency, the building official has full jurisdiction over any construction site and may give any orders deemed appropriate which may be enforced by code enforcement personnel.

(b) The city shall give oral or written orders to any person on the premises most logically responsible for complying with section 26-68 and such orders shall be carried out before winds of tropical storm velocity begin. In the event of construction, the city shall also attempt to give notice to the contractor, if practicable.

Sec. 26-70. Authority to take action; Lien on property.

(a) During a state of emergency where there is imminent peril to the public safety or general welfare or immediate danger to the life or safety of any person because of weather conditions, fire, other natural disasters, unless an unfit or unsafe structure, material or equipment is immediately repaired, demolished, secured, or removed, the city manager or his or her designee shall promptly cause such structure, material, or equipment to be made safe or removed. For this purpose, the city manager or his or her designee may at once enter such a structure or land of which it stands or abutting land or structures to perform an inspection with such assistance and at such cost as may be deemed necessary.

(b) If the city manager or his or her designee determines that sufficient time exists prior to securing or removing property, notice to the owner or interested parties shall be given. Where the owner or other interested party fail to take immediate corrective action as ordered by the city manager or his or her designee, the city manager or his or her designee shall have the authority to promptly proceed with the abatement. Failure to effect personal notice upon the individual owner or interested parties shall not prevent the city from removing or securing the structure, material, or equipment and assessing a lien on the property. All costs incurred by the city under the authority provided by the section are the responsibility of the property owner and the city manager shall place a lien on the property as set forth in section 42-114.

(c) Emergency condemnations will follow the procedures set forth in section 42-115.

Sec. 26-71. Emergencies; Garbage, trash, debris, refuse in right-of-way.

During an emergency, it shall be unlawful for any person to place garbage, trash, debris and refuse adjacent to the pavement or travel way of any street,

alley or road at any time other than the time periods established by the city for pick-up. If garbage, trash, debris or refuse, is placed adjacent to the pavement or travel way of the street, alley or road at any time after the last scheduled pick-up, the city or its contractor may collect the garbage, trash, debris or refuse and charge the business or resident the costs of collection.

Sec. 26-72. – Enforcement; Penalty.

In addition to the payment of costs expended by the city for abatement of violations provided for herein, any person who violates the provisions of this article or any rule or regulation promulgated pursuant to this article shall be subject to the penalties provided in section 1-8 of this Code. The procedures set forth in this section provide an additional or supplemental means of obtaining compliance with this article. Nothing contained in this section shall prohibit the city from enforcing this article by any other means including but not limited to code enforcement proceedings.

Sec. 26-73. - No duty established.

Nothing contained herein shall establish a duty or obligation on the city to take any action authorized by this article.

Secs. 26-74—26-90. Reserved.

SECTION 3. The City Council of the City of Port Orange, Florida, hereby amends Chapter 26 of the City of Port Orange Code of Ordinances to establish a new Article V which shall read as follows:

Chapter 26 - EMERGENCY MANAGEMENT
ARTICLE V. - Disaster-generated Debris Removal

Sec. 26-91. - Intent and purpose.

After declaration of a disaster in accordance with this chapter, the primary mission of the city will be to protect lives and property, restore governmental services and clear public streets. Depending on the magnitude of the disaster and after accomplishment of the primary mission, resources may be available to the city that may not be available to a private property owner. This article will establish a process by which the city may evaluate and, if necessary, remove disaster-generated debris from private rights-of-way in the event of an immediate threat to life, public health and safety after a significant disaster. While the city recognizes that, as a general proposition, the removal of disaster-generated

debris from private property is the responsibility of the property owner, there are occasions when, because of the magnitude of the disaster and the immediate threat posed to life, health, and safety, there may be a compelling need to remove debris from private rights-of-way as described in this article.

Sec. 26-92. - Removal of debris from private rights-of-way.

The city shall remove disaster-generated debris from private rights-of-way when such debris is determined to pose an immediate threat to life, public health, and safety of the community. Such entry may be made under the authority provided in section 252.36, F.S. Pursuant to the authority set forth in article I of this chapter, the city manager shall determine whether there is an immediate threat to the life, public health, and safety sufficient to warrant removal of said debris based on one or more of the following factors:

(a) There is a significant likelihood that rescue vehicles will be significantly hindered from rendering emergency services to residential and commercial property should the debris be allowed to remain in place absent city removal.

(b) The type of debris is such that it may immediately cause disease, illness, or sickness which could injure or adversely affect the life, public health, and safety of those residing and working in the area if it is allowed to remain.

(c) The clearing is necessary to effectuate orderly and expeditious restoration of city-wide utility services including, but not limited to, water, sewer, power and telecommunications to eliminate immediate threats.

(d) The debris prevents garbage collection which will create an immediate threat to life, public health, and safety.

(e) The debris inhibits access to school buses and mass transit and there are no alternative routes thereby interrupting recovery and normalization post-disaster.

(f) The debris becomes a fire hazard which is susceptible to igniting and causing damage to property and risking the safety of the public.

(g) The debris is substantially likely to harbor vermin and reptiles that are poisonous and are an immediate threat to life, public health and safety.

(h) The debris contains contaminants which have a substantial likelihood of leeching into the soil and/or aquifer of the city.

(i) The debris has a substantial negative impact in preventing or adversely affecting emergency repairs to buildings and/or property.

(j) The debris presents a substantial danger of being transported by wind and/or water into the surrounding areas of the city and thereby increasing the cost of recovery and removal.

(k) The debris poses a significant likelihood of, producing mold which would be immediately injurious to public health.

(l) The presence of the debris significantly adversely impacts the city's recovery efforts.

(m) The debris significantly interferes with drainage or water runoff, so as to be a significant hazard in the event of significant rainfall.

(n) The sheer volume of the debris is such that it is impractical and unreasonable to remove in an orderly and efficient manner absent action by the city and it would benefit the community at large to remove the debris.

(o) The type, extent and nature of the debris is such that it would cause significant damage if the debris was not removed immediately.

Sec. 26-93. - Responsibility of private property owners.

(a) Any individual who places debris in the private or public rights-of-way shall be responsible for assuring that the placement of any disaster-generated debris for removal by city work forces satisfies each of the following conditions:

(1) The disaster-generated debris shall be neatly stacked, piled, or placed with its leading edge lying within the three-foot roadside shoulder area on either side of the travel lanes of the road.

(2) The disaster-generated debris shall be separated into stacks or piles of the following types of debris:

a. Putrescent debris and mixed common household items.

b. Vegetative debris.

c. Construction and demolition debris.

d. White goods.

e. Hazardous household waste and electronic waste.

(3) The disaster-generated debris shall be placed so that it does not block the roadway, traffic signs and signals, or stormwater structures.

(4) The disaster-generated debris shall be placed so that it is not under any power lines, not on top of any water meters, or not within three (3) feet of any power poles, fire hydrants, vehicles, mailboxes, or fences.

(b) Any damage to personal property by city work forces resulting from the placement of disaster-generated debris in a manner inconsistent with this section shall be the responsibility of the private property owner, or individual otherwise in possession of private property, who misplaced such debris.

(c) Any owners of private property, or any individuals otherwise in possession of private property, who stack, pile, or otherwise place anything for removal on public or private rights-of-way which is deemed not to be disaster-generated debris, shall be responsible for removing such unauthorized debris no later than twenty-four (24) hours after notification of such removal requirement by a member of the city work forces. Any such owner or other individual who fails to timely comply with such removal requirement shall thereafter be subject to a fine in an amount established by resolution of city council in addition to the costs associated with the removal of such unauthorized debris by city work forces.

Sec. 26-94. - Indemnification and hold harmless.

Prior to removal of debris from private rights-of-way by the city, as contemplated herein, the private property owner shall indemnify and hold harmless, to the maximum extent permitted by law, the Federal, State, and local government and all employees, officers and agents of the Federal, State, and local government connected with the rendering of such service.

Sec. 26-95. - Emergency roadway clearance.

Nothing contained herein shall preclude a first response by the city to clear and push debris from all rights-of-way (both public and private) necessary for the movement of emergency vehicles including police, fire and ambulance after a disaster declaration.

Sec. 26-96. - Emergency clearance of private property.

Nothing contained herein shall require the city to remove debris from private property other than the private rights-of-way identified above except where the severity of the situation is of such magnitude or the debris is so widespread that it is determined by the city manager to be a significant immediate threat to the life, public health, and safety of the city and in the overriding public interest of the city to remove debris from such areas.

Sec. 26-97-26-110. Reserved.

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 provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other

provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6. This ordinance shall become effective immediately upon final passage by the City Council.

_____
MAYOR DONALD O. BURNETTE

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____

Passed and adopted on second and final reading on the day of _____

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/16/2020

Consent item: No

SUBJECT: (G18) Second Reading - Ordinance No. 2020-9 - Feral Cats / Community Cat Program / Outdoor Feeding

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-9.

SUMMARY: This Ordinance modifies Chapter 10 of the City's Code of Ordinances (Animal Control Ordinance) establish the authority for the animal control unit to develop and implement a community cat program that will be managed internally and is aimed at reducing the number of feral cats within the City. To that end, this Ordinance also prohibits individuals from contributing to the congregation and breeding of feral cats by providing food, water and shelter, unless said individual becomes a registered participant in the City's community cat program. Lastly, this Ordinance limits the outdoor feeding of all cats and dogs which may inadvertently contribute to increasing the feral cat population as well as increased interaction between domestic animals and wildlife. This will also create an enforcement mechanism for nuisance feeders who discard large amounts of animal food in parking lots and on property of others without permission.

Staff will also discuss highlights of the new program.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Feral Cat Ordinance 5.20.20	Feral Cat Ordinance 5.20.20.pdf

Robin Fenwick Created/Initiated - 5/21/2020

ORDINANCE NO. 2020-9

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 10, SECTION 10-3 OF THE CODE OF ORDINANCES, CITY OF PORT ORANGE, FLORIDA DEFINING "COMMUNITY CAT" AND "FERAL CAT"; AMENDING CHAPTER 10, SECTION 10-11, RELATING TO REGULATIONS RELATED TO FERAL CATS; AMENDING CHAPTER 10 TO CREATE A NEW SECTION 10-21 REGULATING THE OUTDOOR FEEDING OF CATS AND DOGS; AMENDING CHAPTER 10 TO CREATE A NEW SECTION 10-22 ESTABLIHSING THE AUTHORITY TO CREATE A COMMUNITY CAT PROGRAM; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, there is a growing number of wild or feral cats within the City of Port Orange; and

WHEREAS, according to the Florida Fish and Wildlife Conservation Commission, feral cats are not a part of Florida's natural ecosystem. A single individual feral cat may kill 100 or more birds and mammals per year; and

WHEREAS, feral cats and the colonies in which they congregate are often supported by well-intentioned citizens attempting to help the feral cats by providing food; and

WHEREAS, feeding feral cats in or around residential neighborhoods, public property, governmental facilities or commercial establishments is facilitating the increase in the population of feral cats and escalating the impacts of these colonies on

the environment and surrounding properties; and

WHEREAS, feral cats are vulnerable to contracting and spreading disease among themselves, other wildlife, and people. Cat scratch fever, rabies, hookworms, roundworms, and toxmoplasmosis may be transmitted through scratches, bites and fecal contamination by feral cats; and

WHEREAS, feline leukemia and feline AIDS are common among feral cat colonies as they are easily transmitted from one unvaccinated cat to another, and

WHEREAS, the lack of veterinary care allows the widespread transmission of disease through the colony and not spaying or neutering feral cats results in unchecked growth of the colony because of multiple litters, and

WHEREAS, unattended cat food draws other nuisance animals from their natural habitat, including rats, opossums, and raccoons; and

WHEREAS, feral cat colonies commonly result in unsafe and unsanitary conditions because of food debris, fecal waste and urine; and

WHEREAS, to protect the health and welfare of the citizens of Port Orange, it is necessary to reduce the population of feral cats by developing a feral cat program; and

WHEREAS, reducing the feral cat population through a trap/neuter/release ("TNR") program is more efficient and more cost effective than euthanasia; and

WHEREAS, this Ordinance will not become effective until ninety (90) days after City Council's adoption in order to allow an opportunity for volunteers to apply to become participants in the community cat program; 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. Chapter 10, Section 10-3 of the Code of Ordinances, City of Port Orange, Florida is hereby amended to add the definition of "community cat" to read as follows:

Community Cat shall mean any free-roaming outdoor cat that may be cared for by one or more residents of the immediate area. Community cats shall be distinguished from other cats by being sterilized and ear tipped, and may or may not be feral.

Section 2. Chapter 10, Section 10-3 of the Code of Ordinances, City of Port Orange, Florida is hereby amended to add the definition of a "feral cat" to read as follows:

Feral cat shall mean any cat that is unapproachable or untamed, either naturally or having returned to such a state from domestication, that lives in a free-roaming outdoor environment and is capable of surviving with or without direct human intervention.

Section 3. Chapter 10, Section 10-11 of the Code of Ordinances, City of Port Orange, Florida is hereby amended to add subsection (g) as follows:

Sec. 10-11. - Regulation of animals.

(a) – (f) [remain unchanged]

(g) It is a violation of this chapter for any person, except a registered participant in the city's community cat program, to permit, promote, or contribute to the congregation or breeding of feral cats or community cats by providing food, water, shelter, or any other sustenance.

Section 4. Chapter 10 of the Code of Ordinances, City of Port Orange, Florida is hereby amended to add a new Section 10-21 to read as follows:

Sec. 10-21. - Outdoor feeding.

(a) The following rules shall apply to any person, except a registered participant in the city's community cat program, engaged in the outdoor feeding of cats or dogs:

(1) No person shall feed cats or dogs outdoors on the property of another, without prior written authorization from the property owner or an authorized representative.

(2) The feeding of cats or dogs outdoors shall take place during daylight hours only.

(3) All cat food and dog food shall be stored in a manner to prevent access by animals other than the cat(s) or dog(s) for which the food is intended.

(4) No cat food or dog food shall be discarded outdoors.

(5) All cat food and dog food shall be securely stored indoors to avoid

attracting pests, rodents, or wildlife.

(6) Outdoor feeding shall be limited to an appropriate amount of food for daily consumption of the cat(s) or dog(s) intended to be fed. An appropriate amount of food shall mean no more than eight (8) cups of food for each dog within a twenty-four (24) hour period, and no more than four (4) cups of food for each cat within a twenty-four (24) hour period.

Section 5. Chapter 10 of the Code of Ordinances, City of Port Orange, Florida is hereby amended to add a new Section 10-22 to read as follows:

Sec. 10-22. – Community cat program.

(a) *Authority*. The animal control authority shall establish and implement a city-wide community cat program consistent with this section. The city's community cat program shall contain program rules in addition to those rules provide in this section and shall set forth the eligibility requirements for participating in the community cat program.

(b) *Application*. An application to participate in the community cat program may be submitted to the animal control authority on a form approved by the animal control authority.

(c) *Management activities.* All management activities for established community cat colonies shall be confined to the private property of the community cat caregiver, or the property of another with prior written authorization from the property owner or an authorized representative. Management activities shall include providing

food and water to feral cats and community cats, trapping feral cats, and returning community cats to an established cat colony.

(d) *Trapping*. Community cat caregivers shall actively trap feral cats within the managed colony and arrange to have each feral cat therein sterilized, vaccinated against the threat of rabies, and ear-tipped (removal of at least 1/4" inch of the left ear if possible) for identification purposes.

(e) *Required care*. Community cat caregivers are required to provide life-sustaining necessities on a regular and ongoing basis including, but not limited to food, water, and medical care. If medical care is unavailable or impractically expensive, the caregiver shall not allow a cat to suffer, and shall deliver said cat to the local humane society.

(f) *Removal of cats*. The animal control authority shall have authority to immediately seize and remove all, or parts, of any cat colony for the following reasons:

(1) Public health or public safety concerns including rabies, other epizootic and certain zoonoses identified by the county public health department;

(2) Failure of the community cat caretaker to comply with this section or the community cat program established by the animal control authority; or

(3) Cats creating a nuisance as defined in section 10-3.

(g) *Enforcement*. In the event that the community cat caretaker fails to comply with this section or any part of the community cat program established by the animal control authority, the caregiver may be removed from participation in the

community cat program.

Section 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 7. 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 8. This Ordinance shall become effective ninety (90) days after adoption and final passage by the City Council.

_____
MAYOR DONALD O. BURNETTE

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the _____ day of _____

Passed and adopted on second and final reading on the _____ day of _____

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/16/2020

Consent item: No

SUBJECT: (G19) Second Reading - Ordinance No. 2020-10 - Causeway Park Parking

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-10.

SUMMARY: After a review of the parking status at Causeway Park near the Port Orange boat ramps, staff has recommended creating additional parking spaces in and near the Causeway Park and improving the parking ordinance.

Section 70-51 Causeway Park; parking regulations has been created to address parking violations at locations where signage prohibits parking, on sidewalks or crosswalks, in the travel portion of a travel lane, or in any single location for more than 24 hours. The ordinance will also address vehicles without trailers parking in spaces specifically designated for vehicles with trailers, the ability to tow a vehicle from designated tow-away zones, and to change the fine amount from $30.00 to $100.00 per violation.

Project No.: Funding Account No.:

Presenter: Thomas Grimaldi

ATTACHMENTS:

1.	Ord. No. 2020-10- Causeway Park Parking	Ord. No. 2020-10- Causeway Park Parking.pdf

Robin Fenwick Created/Initiated - 5/27/2020

ORDINANCE NO. 2020-10

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 70 OF THE CODE OF ORDINANCES TO ESTABLISH A NEW SECTION 70-51 RELATED TO PARKING REGULATIONS; ENFORCEMENT AND INCREASED FINE FOR PARKING AT THE CAUSEWAY PARK; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, boating season brings with it parking issues at the Causeway Park where the City's boat ramp has become a popular destination for residents and visitors alike to launch boats into the Halifax River; and

WHEREAS; parking for vehicles towing trailers is limited in the Causeway Park area; and

WHEREAS, illegally parked vehicles may inhibit ingress and egress to the Causeway Park and the boat ramp therein; and

WHEREAS, cars without trailers should be prohibited from parking in parking spots reserved for vehicles towing trailers; and

WHEREAS, the current enforcement measures and penalties have proven largely ineffective at regulating parking at the Causeway Park; and

WHEREAS, orderly parking is necessary to ensure ingress and egress while preserving the natural beauty of the Causeway Park; 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 ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1. The City Council of the City of Port Orange, Florida, hereby amends Chapter 70 of the City of Port Orange Code of Ordinances to establish a new Section 70-51 to read as follows:

Sec. 70-51 Causeway Park; parking regulations, fine.

(a) Except momentarily to pick up or discharge a passenger or passengers, no person shall stop, stand or park any motor vehicle or trailer within the Causeway Park:

(1) At any place where official traffic control signage prohibits parking.

(2) On a sidewalk or a crosswalk.

(3) Within a travel lane in a manner as to obstruct the free movement of traffic.

(4) In a single place for more than 24 hours.

(b) No person shall stop, stand or park a vehicle without a trailer in a parking space designated solely for vehicles towing trailers.

(c) The Causeway Park is a designated tow-away zone. Any vehicles parked in violation of this section may be removed by a licensed towing contractor at the order of a police officer in accordance with Section 70-6.

(d) The fine amount for any violation of this section shall be $100.

SECTION 2. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 3. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

SECTION 4. This Ordinance shall become effective immediately upon final passage by the City Council.

_____
MAYOR DONALD O. BURNETTE

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____

Passed and adopted on second and final reading on the day of _____

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/16/2020

Consent item: No

SUBJECT: (G20) First Reading - Ordinance No. 2020-11 - Small-Scale Future Land Use Map Amendment/All Aboard Storage Taylor Road (Case No. 19-20000005)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-11, to change the Future land Use designation for ±4.07 acres from Volusia County *Urban Low Intensity* (ULI) to City of Port Orange *Office/Residential Transition* (ORT), and authorization for staff to send the amendment to the required review agencies.

SUMMARY: Planning Commission Action (05/28/20): Recommended Approval

Newkirk Engineering, Inc., applicant on behalf of the owner, Crane lakes Depot LLC, requests approval to change the Future Land Use (FLU) designation of ±4.07 acres from Volusia County *Urban Low Intensity* (ULI) to City of Port Orange *Office/Residential Transition* (ORT). The subject property is located on the south side of Taylor Road, southeast of Crane Lakes Golf and Country Club. If approved, the property owner intends to develop the property with a self-storage facility and a multi-tenant building for professional office/retail uses.

The subject property was annexed into the City in January 2019 (Case No. 18-10000004, Ord. 2018-35). At the public hearings for the annexation, the developer indicated the intent was to combine the 4 acres (subject property) and the adjacent 6-acre property and submit a request to establish the All Aboard Storage Planned Commercial Development (PCD) similar to the All Aboard Westport Storage self-storage and office facility located on the east side of Williamson Boulevard, south of Taylor Road.

The proposed *Office/Residential Transition* (ORT) FLU designation is consistent with the City's Comprehensive Plan. According to the City's Comprehensive Plan, the *Office/Residential Transition* (ORT) FLU designation is to provides a buffer between low-density areas and commercial nodes and provides for an appropriate mix of uses along arterial roadway as a means to keep intensive commercial uses at major intersections. The subject property fits the locational criteria of this designation, since it is between the Dunlawton Avenue/I-95 sub-regional commercial node and the rural areas along Tomoka Farms Road. The proposed FLU designation also provides for a variety of medium intensity uses, consistent with other existing uses located near the subject property such as Cracker Creek and the Crane Lakes public golf course and public restaurant (Cranes Roost), and it is located along Taylor Road which is designated as a minor arterial roadway in the City's Comprehensive Plan.

In addition, the property's current Volusia County FLU designation allows a mixture of agricultural uses, low-density residential development (0.2-4 units/acre), office uses, neighborhood commercial convenience uses, and public school or daycare development as transitional uses. The proposed City *Office/Residential Transition* (ORT) FLU designation provides a similar variety of uses and intensities. This ORT designation allows office-type uses, houses of worship, residential uses up to 10 units/acre, and low-intensity commercial uses in 25% of the gross leasable area of any office development. The proposed use of the subject property as a self-storage facility and a multi-tenant building for professional office/retail uses is consistent with the current Volusia County and City of Port Orange proposed FLU designation.

The 6-acre adjacent property is already designated *Office/Residential Transition* on the City's FLU Map. In 2000, the FLU designation for the 6-acre adjacent property was changed from Volusia County *Urban Low Intensity* to City of Port Orange *Office/Residential Transition* and at that time the use of the *Office/Residential Transition* FLU designation was found to be consistent with the City's Comprehensive Plan and surrounding area. In 2000, the FLU amendment was proposed as part of a development project to develop a professional office/administrative complex to service the Halifax-Fish Community Hospital system. The current FLU amendment for the subject property is similar as it relates to consistency with the Comprehensive Plan, State requirements, and compatibility of surrounding areas.

Although, the state required theoretical maximum analysis of the ±4-acre amendment area shows an increase in infrastructure impacts compared to the current FLU designation, the actual impact is significantly less or a decrease when the proposed development of the site is evaluated. Staff recommendation on this item is based on the actual development proposed on the subject property associated with proposed PCD rezoning request (Case No. 19-65000003) for the subject property and adjacent 6-acre property as a self-storage facility with limited office and retail space.

All future development plans submitted will require detailed technical review by the Development Review Committee (SDRC) to determine all requirements in the Land Development Code (LDC) are met. As with all development, any future site development plan will be subject to concurrency regulations requiring adequate public facilities to be provided to mitigate impacts Similar to other developments within this area of the City, the developer will be required to enter into a Transportation Fair-Share and Concurrency Agreement with the City, and possibly Volusia County, to pay for part of the scheduled improvements for the impacted areas. In addition to a fair-share payment, the developer of the property may be required to construct mobility improvements to improve capacity and provide alternative modes of transportation along this corridor such as, turn lanes, traffic signal modifications, and sidewalks.

The staff report is attached for your review.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ord. No. 2020-11 with exhibit	Ord 2020-11 Small Scale All Aboard.pdf
2.	Staff Report	CC Staff Report_All Aboard Storage Taylor Rd_Small-Scale FLUA.pdf

Penelope Cruz	Created/Initiated - 5/28/2020
Tim Burman	Approved - 5/28/2020
Shannon Balmer	Approved - 6/2/2020
Jake Johansson	Approved - 6/4/2020
Robin Fenwick	Final Approval - 6/5/2020

ORDINANCE NO. 2020-11

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 ±4.07 ACRES FROM VOLUSIA COUNTY URBAN LOW INTENSITY (ULI) TO CITY OF PORT ORANGE OFFICE/RESIDENTIAL TRANSITION (ORT); PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, after careful review and a public hearing, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding this proposed amendment to the Comprehensive Plan for the City of Port Orange; and

WHEREAS, the proposed amendment to the Comprehensive Plan directly relates to small scale development activities as provided in Section 163.3187(1)(c), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has received comments and proposals from the general public and held at least one public hearing with regard to the proposed amendment to the Comprehensive Plan; and

WHEREAS, the amendment to the Comprehensive Plan shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida; and

WHEREAS, the City Council hereby declares that the purpose and intent of the proposed amendment to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water, and other resources,

consistent with the public interest; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, fire protection, parks, recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. For purposes herein, the term “Comprehensive Plan”, shall mean the Comprehensive Plan for the City of Port Orange, consisting of the two (2) volumes entitled “Comprehensive Plan City of Port Orange 2010-2025”, including Binder No. 1, consisting of ten (10) elements, including Future Land Use and Future Land Use Map; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; and Capital Improvements, all as adopted by Ordinance No. 1999-43, as subsequently amended by Ordinances No. 1999-46, 1999-56, 1999-57, 2000-1, 2000-8, 2000-13, 2000-25, 2000-29, 2000-41, 2001-2, 2001-21, 2001-26, 2001-28, 2001-75, 2001-76, 2001-89, 2002-7, 2002-20, 2003-3, 2003-1, 2003-22, 2003-39, 2004-34, 2004-39, 2005-1, 2005-3, 2005-13, 2005-15, 2005-25, 2005-27, 2005-30, 2005-31, 2005-49, 2006-9, 2006-16, 2006-24, 2006-41, 2006-51, 2006-53, 2007-4,2007-14, 2007-30, 2007-48, 2007-55, 2007-57, 2007-60, 2007-61, 2008-2, 2008-8, 2008-9, 2008-12, 2008-16, 2008-19, 2008-36, 2009-3, 2009-19, 2009-20, 2010-14, 2010-20, 2010-30, 2011-24, 2011-34, 2012-8, 2012-24, 2012,30, 2013-20, 2013-25, 2014-31, 2014-32,

2015-42, 2015-44, 2016-6, 2016-20, 2016-24, 2016-26, 2017-4, 2017-33, 2018-10, 2018-15, 2018-18, 2018-20, 2018-29, 2018-30, 2018-36, 2019-11, 2019-21, 2019-23, 2019-33, 2019-41, 2020-2, 2020-5 and this ordinance.

Section 2. The Future Land Use Map of the Comprehensive Plan is hereby amended from Volusia County Urban Low Intensity (ULI) to Office/Residential Transition (ORT) as shown on the Map depicted in **Exhibit "A"**, attached hereto and by reference made a part hereof.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

_____
MAYOR DONALD O. BURNETTE

ATTEST:

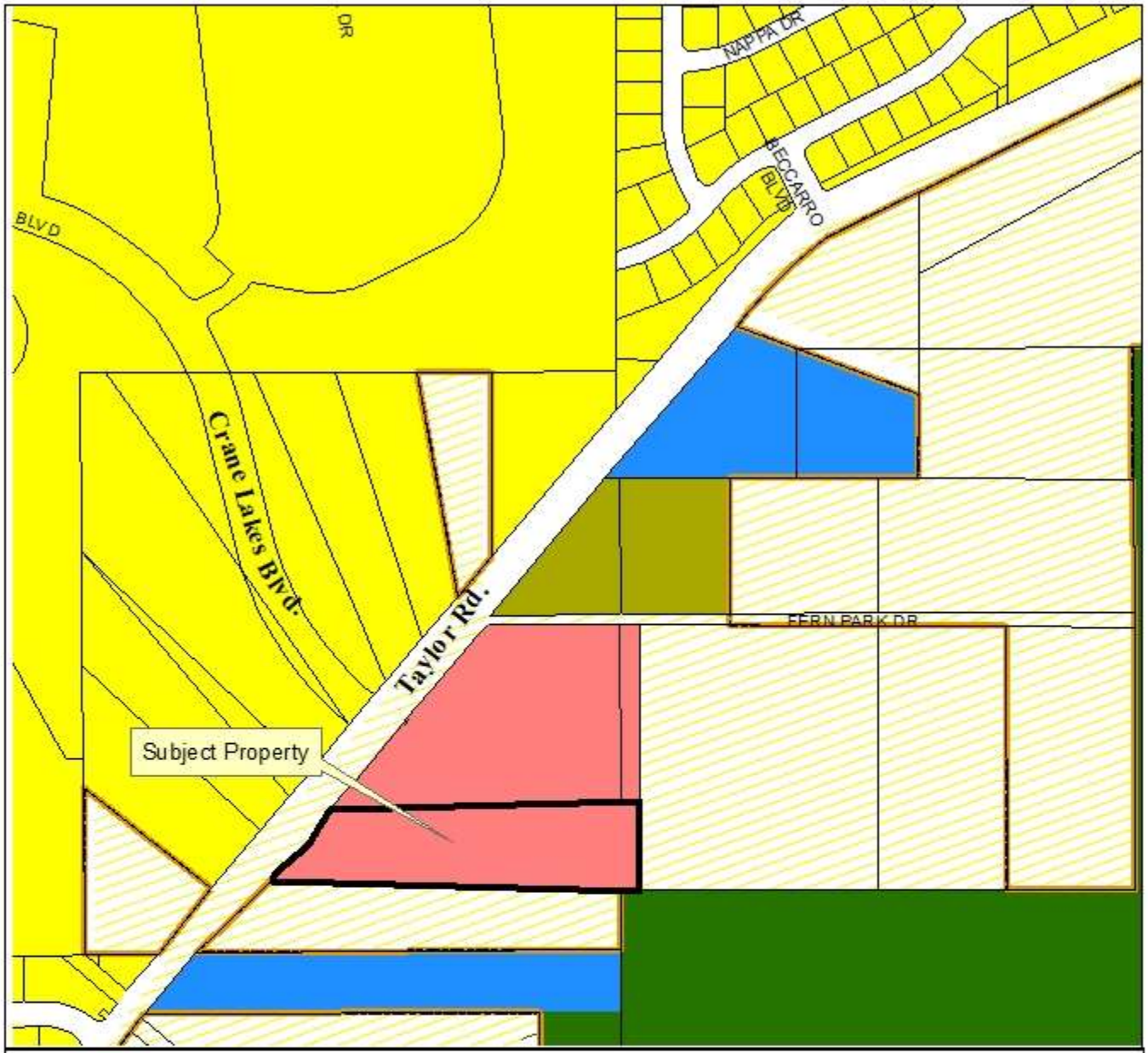
_____
Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT "A"


NAPPA DR
BECCARRO BLVD
BLVD
Crane Lakes Blvd.
Taylor Rd.
FERN PARK DR
Subject Property
CityBoundary
Conservation
Rural Transition
Public/Institutional
Suburban Residential
Office Residential Transition
Volusia County Urban Low Intensity
CITY OF PORT ORANGE
1867
FLORIDA
Future Land Use
CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT
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STAFF REPORT

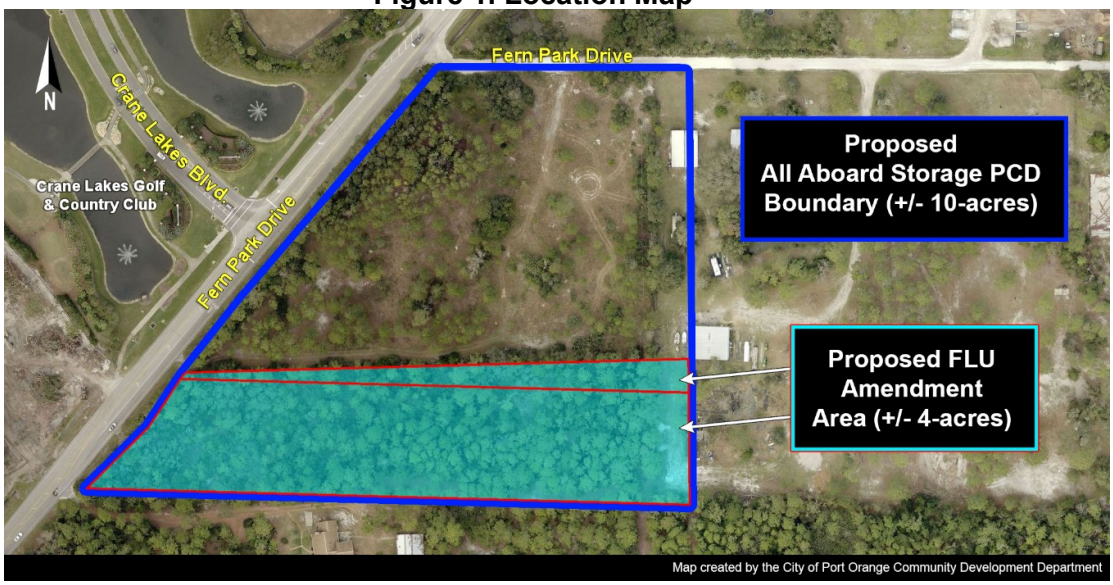
Small-Scale Future Land Use Map Amendment/
All Aboard Storage Taylor Road
CASE NO. 19-20000005

REQUEST:	Change the Comprehensive Plan Future Land Use (FLU) designation for ±4.07 acres from Volusia County *Urban Low Intensity* (ULI) to City of Port Orange *Office/Residential Transition* (ORT).
LOCATION:	South side of Taylor Road (Parcels 6224-00-00-0051 and 6224-00-00-0080)
OWNER:	Crane Lakes Depot, LLC
APPLICANT:	Newkirk Engineering, Inc.
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval (May 28, 2020)
CITY COUNCIL:	June 16, 2020

INTRODUCTION

Newkirk Engineering, Inc., applicant on behalf of the owner, Crane lakes Depot LLC, requests approval to change the Future Land Use (FLU) designation of ±4.07 acres from Volusia County *Urban Low Intensity* (ULI) to City of Port Orange *Office/Residential Transition* (ORT). The subject property is located on the south side of Taylor Road, southeast of Crane Lakes Golf and Country Club (see Figure 1 – Location Map). If approved, the property owner intends to develop the property with a self-storage facility and a multi-tenant building for professional office/retail uses. According to the property owner, the proposed development will be similar to the All Aboard Westport Storage self-storage and office facility located on the east side of Williamson Boulevard, south of Taylor Road.

Figure 1. Location Map



The subject property was annexed into the City in January 2019 (Case No. 18-10000004, Ord. 2018-35). At the public hearing for the annexation, the developer indicated the intent was to include the 4 acres into the proposed All Aboard Storage Planned Commercial Development (PCD) to develop a self-storage and office facility similar to the All Aboard Westport Storage self-storage and office facility located on the east side of Williamson Boulevard, south of Taylor Road.

The adjacent property to the north is also designated *Office/Residential Transition* on the City's FLU Map. In 2000, the FLU designation for the adjacent property was changed from Volusia County *Urban Low Intensity* to City of Port Orange *Office/Residential Transition* and at that time the use of the *Office/Residential Transition* FLU designation was found to be consistent with the City's Comprehensive Plan and surrounding area. The proposed FLU amendment for the subject property is similar as it relates to consistency with the Comprehensive Plan, State requirements, and compatibility of surrounding areas.

DISCUSSION

The following discussion will examine the proposed amendment, the impacts of the proposed amendment, and the existing environmental conditions.

PROPERTY OVERVIEW

The subject property is currently vacant and abuts Taylor Road, which is a Volusia County maintained arterial road. The subject property is surrounded by vacant commercial land to the north, an unincorporated single-family parcel to the south, a residential parcel to the west, and Taylor Road and Crane Lakes Mobile Home Park, public golf course and restaurant to the east. The surrounding existing land uses, Future Land Use designations, and Zoning classifications are identified in Table 1.

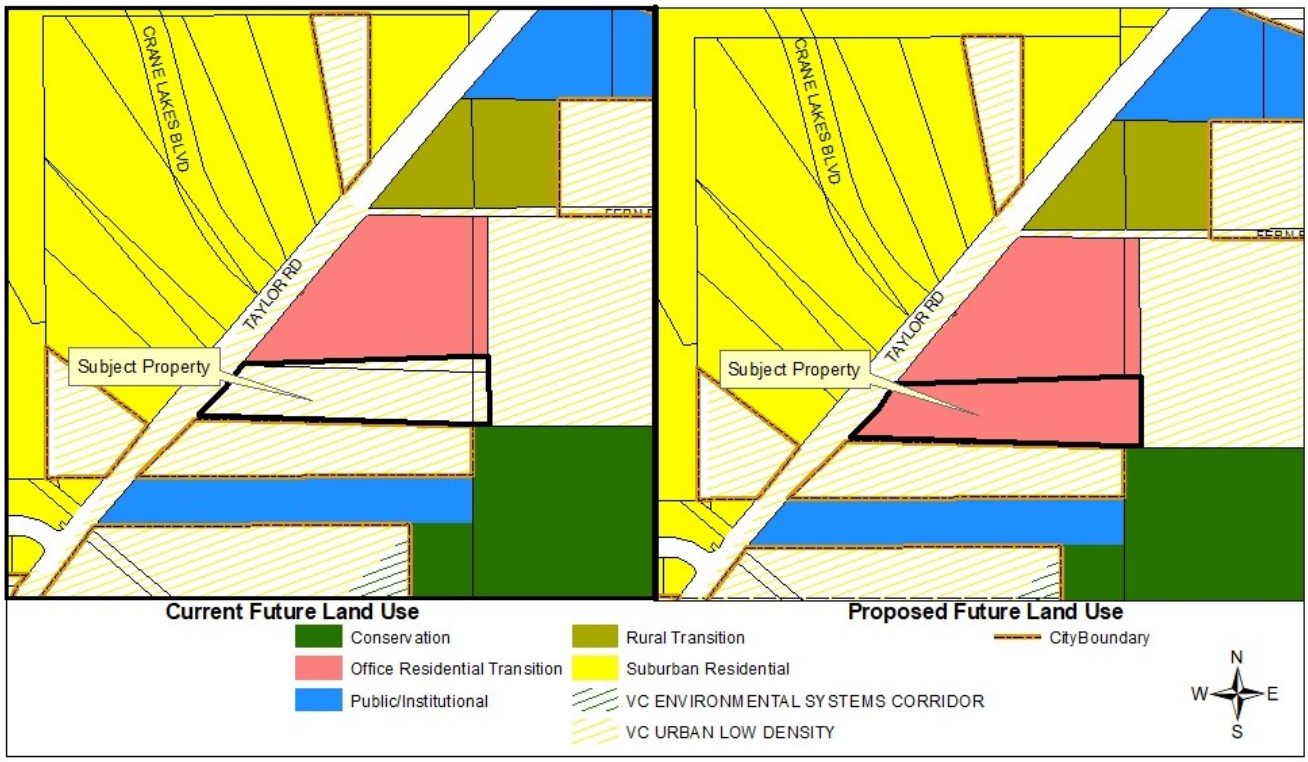
Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Vacant	PO *Office/Residential Transition*	PO Planned Commercial Development (PCD)
South	residential	VC *Urban Low Intensity* (0.2-4 units/acre)	VC A-2 (Rural Agriculture)
East	residential	VC *Urban Low Intensity* (0.2-4 units/acre)	VC A-2 (Rural Agriculture)
West	Crane Lakes Mobile Home Park, Crane Lakes public golf course and restaurant (Cranes Roost)	PO *Suburban Residential* (2-4 units/acre)	Crane Lanes Planned Unit Development

VC – Volusia County and PO – Port Orange

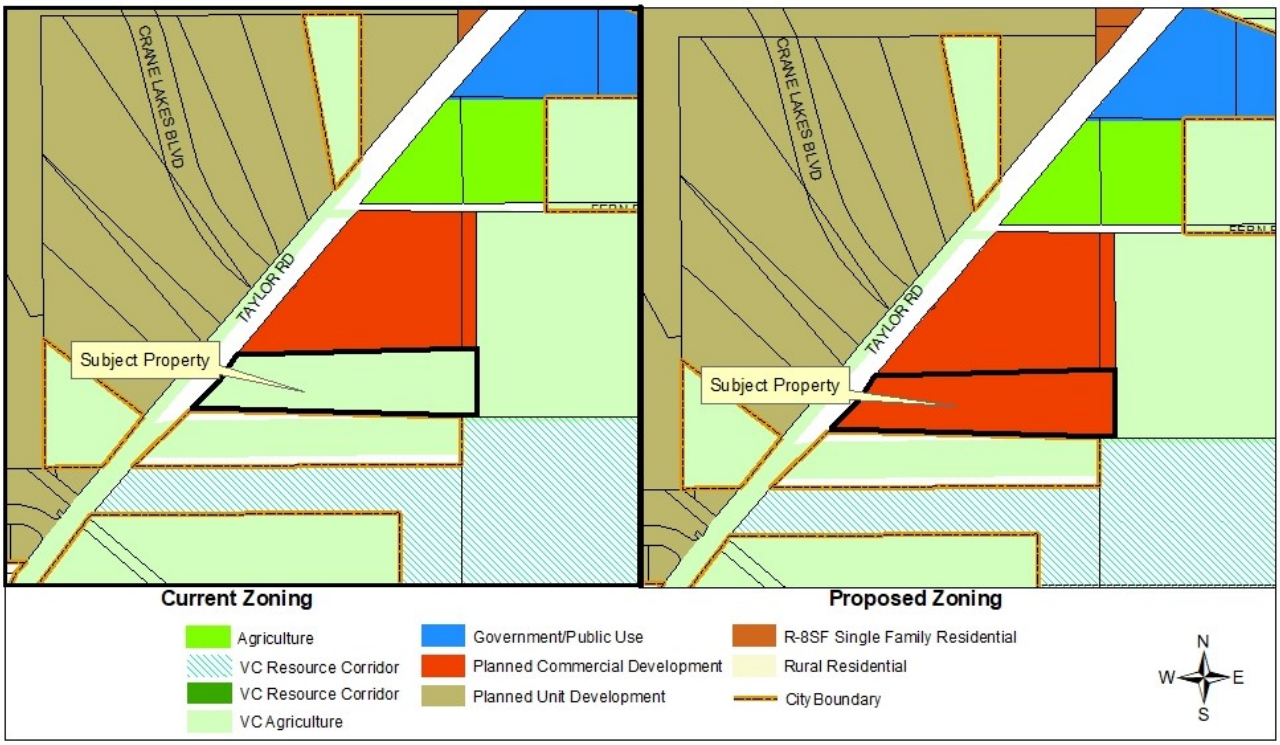
The current adopted FLU designation for the subject property and adjacent properties and the proposed FLU designation for the subject property is identified in Figure 2.

Figure 2. Current and Proposed FLU Map



The current zoning classification of the subject property and adjacent properties and the proposed zoning classification of the subject property are identified in Figure 3.

Figure 3. Current and Proposed Zoning Map



The adjacent ±6-acre site to the north is currently zoned Port Orange PCD but does not have an active Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The site was previously approved for two medical office buildings for Halifax Hospital with a combined square-footage of ±43,800 square feet. The developer, Andy Clark, All Aboard Properties, has submitted a new MDA and CDP (see Case No. 19-65000003) to establish dimensional and development regulations for the overall ±10-acre property (±6-acre site plus the ±4 acre annexed property) to be developed with a three-story storage building, seven (7) one-story storage buildings, covered RV and boat storage spaces, and a one-story office building.

PROPOSED AMENDMENT

The proposed amendment is to change the FLU designation for ±4.07 acres from Volusia County *Urban Low Intensity (ULI)* to City of Port Orange *Office/Residential Transition (ORT).* The property's current Volusia County FLU designation allows a mixture of agricultural uses, low-density residential development (0.2-4 units/acre), office uses, neighborhood commercial convenience uses, and public school or daycare development as transitional uses. The proposed City FLU designation provides a similar variety of uses and intensities. This designation allows office-type uses, houses of worship, residential uses up to 10 units/acre, and low-intensity commercial uses in 25% of the gross leasable area of any office development. The proposed used of the subject property as a self-storage facility and a multi-tenant building for professional office/retail uses is consistent with the proposed FLU designation.

According to the Port Orange Comprehensive Plan, the requested FLU designation is to allow development that provides a buffer between areas of high- and low-intensity use, especially between low-density areas and commercial nodes. Furthermore, it is to provide for an appropriate mix of uses along arterial roadways as a means to keep intensive commercial uses at major intersections. The subject property fits the locational criteria of this designation, since it lies outside of the Dunlawton Avenue/I-95 sub-regional commercial node and east of the rural areas along Tomoka Farms Road. It will also provide for a variety of medium intensity uses, consistent with other existing uses such as Cracker Creek and the Crane Lakes public golf course and public restaurant (Cranes Roost), along this segment of Taylor Road which is designated as a minor arterial roadway in the City's Comprehensive Plan.

The following tables identify the current adopted and proposed FLU designations by acreage (Table 2) and maximum allowable density/intensity and net change in density/intensity (Table 3). The proposed *Office/Residential Transition* FLU designation is a mixed-use category that allows for a distribution of uses and development scenarios within the ±4.07-acres, with the cumulative mixture of uses totaling 100%. In Table 3, the maximum allowable density/intensity and net change in density/intensity is based on two theoretical maximum scenarios that would be allowed with the *Office/Residential Transition* FLU designation (Scenario #1: 25% Residential/75% Office; and Scenario #2: 25% commercial/75% office).

Table 2. Current & Proposed Future Land Uses – Acreage by Category

FLU Categories	Current FLU (acres)	Proposed FLU (acres)	Net Change in FLU (acres)
VC Urban Low Intensity (ULI)	4.07	0	-4.07
PO Office/Residential Transition (ORT)	0	4.07	+4.07
Total Acreage	4.07	4.07	0

VC – Volusia County and PO – Port Orange

Table 3. Current & Proposed Future Land Uses – Density/Intensity by Category

	Current FLU	Proposed FLU	Net Change in FLU
	[Theoretical Maximum Density (units)/Intensity (sq.ft.)]		
VC Urban Low Intensity (ULI) (0.2 – 4 units/acre)	16 units	0	-16 units
PO Office/Residential Transition *Scenario #1* *25% Residential (10 units/acre)/75% Office (1.5 FAR*)*	0	11 units 199,450 sq.ft. office	+11 unit +199,450 sq.ft.
Office/Residential Transition *Scenario #2* *25% commercial (1.5 FAR)*/75% office (1.5 FAR)**	0	66,484 sq.ft commercial 199,450 sq.ft. office	+265,934 sq.ft.
TOTAL	16 units	Scenario #1: 11 unit 199,450 sq.ft. Scenario #2: 265,934 sq.ft.	Scenario #1: -5 unit +199,450 sq.ft. Scenario #2: +265,934 sq.ft.

VC – Volusia County and PO – Port Orange

*The floor area ratio (FAR) is the relationship between the total amount of building floor area and the total area of the lot on which the building stands.

INFRASTRUCTURE IMPACT ASSESSMENT

In accordance with standard practice from the Florida Department of Economic Opportunity (DEO) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the *theoretical maximum* development potential under the current Future Land Use designation versus the FLU designation proposed. The theoretical maximums used in the analysis are NOT the actual development potential proposed in the corresponding Master Development Agreement for the property. Development of the site will be required to comply with required setbacks, landscape buffers, stormwater retention, parking, and other site improvements that reduce the overall development potential of the site. The following seven public facilities and services were examined:

1. Transportation
2. Sanitary Sewer
3. Potable Water
4. Solid Waste
5. Stormwater Drainage
6. Recreation
7. School

Table 4. Impact Analysis (Theoretical Max.)

Development Variable	Current Land Use	Proposed Land Use		Net Change	
		Scenario 1 (25% Residential/ 75% Office)	Scenario 2 (25% commercial/ 75% office)	Scenario 1 (25% Residential/ 75% Office)	Scenario 2 (25% commercial/ 75% office)
Residential Units	16	11	0	-5	-16
Non-residential Buildable Sq. Ft.	0	199,450	265,934	+199,450	+265,934
Population1	36	24	0	-12	-36
PM Peak Hour Trips/Daily Trips2	16/152	857/7,270	1,098/10,045	841/7,118	1,082/9,893
Sanitary Sewer (gallons/ day)3	2,560	21,705	26,593	+19,145	+24,033
Potable Water (gallons/ day)4	2,880	21,925	26,593	+19,045	+23,716
Solid Waste (lbs./day)5	116	2,072	2,659	+1,956	+2,543
Stormwater Drainage6	n/a	n/a	n/a	n/a	n/a
Recreation/ Open Space7 (acres)	0.25	0.17	0	-0.08	-0.25

Table 4 Notes:

1. Population: 2.25 persons per household (per 2010 Census)
2. Transportation: Single-family (210) 1.02 PM peak hour trips per unit and 9.52 daily trips per unit; Shopping Center (820) trips per 1000 sq.ft. - 3.71 PM Peak Hour; 42.70 Average Daily; Medical Office (720) trips per 1000 sq.ft. – 4.27 PM Peak Hour, 36.13 Average Daily; ITE Trip Generation Manual, 10th Edition
3. Sanitary Sewer: 160 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
4. Potable Water: 180 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
5. Solid Waste: 3.21 pounds per person per day; 10 lbs. per 1,000 square feet of non-residential development per day
6. Stormwater Drainage: LOS standard = 25-year, 24-hour event; Drainage system must be designed to meet the requirements of the Land Development Code.
7. Rec. & Open Space: 7 acres/1,000 persons (0.007 acres/person)

Based on the theoretical maximum analysis, the proposed amendment results in a net increase in impacts to public infrastructure, except for schools and recreation/open space; however, all public infrastructure has available capacity for the proposed amendment.

As indicated above, the required Infrastructure Impact Assessment for the proposed FLU amendment uses the theoretical maximum development potential for the current and proposed FLU designations. Although, the theoretical maximum analysis of the ±4-acre amendment area shows an increase in infrastructure impacts compared to the current FLU designation, the actual impact is significantly less or a decrease when the proposed development of the site is evaluated. Therefore, staff recommendation for the FLU amendment is based on the actual development proposed on the subject property which

is outlined in the proposed PCD rezoning request as a self-storage facility with limited office and retail space (see Case No. 19-65000003).

All future development plans submitted will require detailed technical review by the Staff Development Review Committee (SDRC) to determine all requirements in the Land Development Code (LDC) are met. As with all development, specific site development proposals for the subject property are subject to concurrency regulations at the time of development requiring transportation facilities to be provided or for the developer to enter into a mitigation agreement for their impacts.

TRANSPORTATION

Based on the analysis of the t*heoretical maximum* development potential for the subject property, there is an increase in the number of daily trips and P.M. peak hour trips from the current to the proposed FLU designation. Based on the ITE Trip Generation Manual, 10th Edition, the proposed FLU designation for the ±4-acre amendment area could generate a theoretical maximum of 1,098 P.M. peak hour trips and 10,045 daily trips.

However, based on the actual proposed use of the subject property as part of a self-storage facility with limited office and retail uses, the traffic generation will be significantly less. An analysis prepared by LTG Engineering and Planning, for the overall proposed development (4-acre subject property along with the adjacent 6-acre property) anticipates a potential of 32 P.M. peak hour trips and 286 daily trips. When the overall proposed development on the subject property was analyzed using the development restrictions set in the proposed PCD for the subject property, the trip generation rate would not increase above what is currently allowed on the subject property. If the subject site were to expand in the future, an amendment to the PCD and concurrency analysis would be required.

The extent of the impacts on the road network is identified through the traffic concurrency review that is completed during the review of a finial site plan for the proposed development. The City will require the submittal of a traffic study at the time a final site plan is submitted for the development of the proposed storage and office facility on the overall ±10-acre site that includes the subject property, to fully assess the impacts of the development on the surrounding roadway network and to identify any roadway improvements that might be needed. Similar to other developments within this area of the City, the developer will be required to enter into a Transportation Fair-Share and Concurrency Agreement with the City, and possibly Volusia County, to pay for part of the scheduled improvements for the impacted areas. In addition to a fair-share payment, the developer of the property may be required to construct mobility improvements to improve capacity and provide alternative modes of transportation along this corridor such as, turn lanes, traffic signal modifications, and sidewalks.

As part of the future development of the subject property, dedication of land to Volusia County for the ultimate 120-foot right-of-way for Taylor Road will be required prior to approval of the site plan. The widening of Taylor Road is currently on the County's Unfunded Needs List, which means it is not in the 5-year Work Plan, but would likely get funded prior to projects on the Long-Term Plan List (possibly within 10-15 years).

SANITARY SEWER

The City has available sewer capacity to accommodate the proposed FLU amendment. The City's adopted LOS standard is 160 gallons per day per Equivalent Residential Unit (ERU) and 1/10 gallon per square foot per day of commercial, industrial, or institutional development. Using these standards, the proposed land use would theoretically generate approximately 20,000 gallons per day (gpd) of wastewater. This is a net increase between the current and proposed FLU designations.

POTABLE WATER

The City has available potable water capacity (well and Consumptive Use Permit) to serve the proposed FLU amendment. The City's adopted LOS standard is 180 gallons per day per ERU and 1/10 gallon per square foot per day of commercial, industrial, or institutional development. Using these standards, the proposed FLU designation would demand approximately 20,000 gallons of potable water per day based on the theoretical maximum development analysis. This is a net increase between the current and proposed FLU designations.

Even though the City may have the technical capability to pump 15 MGD from its wells, prohibitions within the City's 20-year Consumptive Use Permit (CUP) issued by the St. Johns River Water Management District (SJRWMD) significantly limit the amount of water that is permitted to be withdrawn. The City's CUP allows for an average daily withdrawal of 8.97 MGD and a maximum daily withdrawal of 13.46 MGD in 2020. Actual average daily flow during the 2019 calendar year was 6.05 MGD. When reviewing Future Land Use amendments, the following is considered to determine the amount of permitted water capacity available for all other future uses: the current year CUP allocation, consumption in the previous calendar year, reserved capacity, and projected consumption. Based upon these measures, the City still has available CUP capacity.

SOLID WASTE COLLECTION

There is available capacity at the landfill to address the City's solid waste disposal needs. Solid waste generated within the City of Port Orange is delivered to the Volusia County landfill, a 3,000-acre Class I landfill with a projected life span to the year 2050. The City's adopted LOS standard for solid waste is 3.21 pounds per person per day and 10 lbs. per 1,000 square feet of non-residential development per day. Using this standard, the proposed FLU designation would generate approximately 2,500 pounds per day of solid waste based on the theoretical maximum development analysis. This is a net increase between the current and proposed FLU designations.

STORMWATER DRAINAGE

There is no anticipated impact to the City's drainage system from the proposed land use change. Stormwater management in the City of Port Orange deals with both quality and quantity. The City's adopted LOS standard for stormwater is the 25-year, 24-hour storm event. More specifically, the stormwater facilities must be capable of treating and conveying the runoff from such a storm without causing flooding of adjacent properties or polluting any receiving water bodies. In addition, the Comprehensive Plan and Land Development Code require that there be no net loss of stormwater retention function as a result of development. In other words, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. Any future

development of the property will be required to address stormwater retention on the property in accordance with these City standards.

RECREATION AND OPEN SPACE

The proposed FLU designation does not require additional parkland because the proposed FLU designation does not increase residential demand. According to the City's 2019 Concurrency Management Report, the City has an excess of 55 acres of parkland, so no additional parkland is needed.

SCHOOLS

Pursuant to the Volusia County School District criteria, the proposed FLU amendment and any future development of this property is exempt from School Concurrency review because the proposed FLU amendment is a decrease in allowable residential units and subject property is proposed for a non-residential use (see rezoning Case No. 19-65000003).

ENVIRONMENTAL CONDITIONS

The subject property is primarily categorized forested pineland/xeric oak uplands ecosystem, with no wetlands or surface waters on the subject property. The environmental analysis prepared by Ecological Consulting Services, Inc. for the subject property states one listed species, a gopher tortoise, was found onsite. Any subsequent development will be required to comply with all federal, state, regional and local regulations pertaining to the protection and preservation of valuable environmental resources.

REVIEW CRITERIA AND STAFF FINDINGS

1. *The land use proposal is consistent with the goals, objectives, and policies of the* adopted *Port Orange Comprehensive Plan*.

   Staff finding: The proposed FLU amendment is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan. The proposed FLU designation is compatible with adjacent parcels. Adequate capacity exists for portable water, sewer, schools, recreation, and stormwater, and solid waste. As with all development, the specific site development proposals for the subject property will be subject to concurrency regulations requiring adequate public facilities to be provided to mitigate the impacts.

2. *Amendments shall not result in incompatible land use designations for adjacent parcels or a neighborhood. Compatibility shall be determined by scale of development, intensity, density, and type of use, and the juxtaposition of uses.*

   Staff finding: The proposed FLU amendment is compatible with the adjacent properties (see Table 1 – page 2). Compatibility is defined in the Comprehensive Plan as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is unduly negatively impacted by the other. The *Office/Residential Transition* (ORT) designation is intended to provide a buffer between areas of high- and low-intensity use, especially between low-density residential areas and commercial nodes, and

is intended to provide for an appropriate mix of uses along arterial roadways as a means to keep intensive commercial uses at major intersections.

The subject property fronts onto Taylor Road (an arterial road) and is surrounded by vacant commercial land to the north, an unincorporated single-family parcel to the south, a residential parcel to the west, and Crane Lakes Mobile Home Park, public golf course and public restaurant to the east across the Taylor Road right-of-way. The ORT FLU designation is compatible with the adjacent properties and will provide a buffer between more intense commercial uses starting at the Summer Trees Road/Taylor Road intersection going east and the existing residential neighborhoods. Any future development will be required to comply with all LDC requirements, including those pertaining to buffers and screening along Taylor Rd. and between non-residential and existing adjacent residential properties.

3. *An amendment shall not result in negative economic, social, or other impacts to the City of Port Orange.*

   Staff finding: The proposed amendment would result in an overall increase in impacts to public facilities, infrastructure and services, except for recreation and schools; however, adequate capacity exists to accommodate the proposed amendment. The detailed use-specific concurrency analysis will be conducted as part of any future proposed development.

   As with all development, a specific site plan or subdivision will be subject to concurrency regulations requiring adequate public facilities to be provided to mitigate impacts.

4. *Whether the amendment increases the clearance time for evacuation of the population in the Hurricane Vulnerability Zone above twelve hours.*

   Staff finding: The subject property is not located within the Hurricane Vulnerability Zone and will not have any negative impact on the clearance time for evacuation of the population in the Hurricane Vulnerability Zone.

5. *Whether the amendment discourages the proliferation of urban sprawl.*

   Staff finding: The proposed amendment will not encourage sprawl. The amendment area is surrounded by existing development, with access to existing infrastructure.

PUBLIC NOTICE

On September 27, 2019, staff posted the property notifying the public of the proposed amendment. The proposed amendment has also been advertised in the News-Journal pursuant to Florida Statutes. As of the time this agenda item was prepared, staff has received ten (10) inquiries asking what is being proposed to be developed and to express concerns with traffic.

STAFF RECOMMENDATION

Staff recommends approval of the request to change the Future Land Use designation of ±4.07 acres from Volusia County *Urban Low Intensity (ULI)* to City of Port Orange *Office/Residential Transition (ORT)*, and authorization for staff to send the amendment to the required review agencies.

The staff recommendation of approval of the FLU amendment is based on the actual development proposed on the subject property which is outlined in the proposed PCD rezoning request to develop the subject property as part of a self-storage facility with limited office and retail space (see Case No. 19-65000003).

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/16/2020

Consent item: No

SUBJECT: (G21) First Reading - Ordinance No. 2020-12 - PCD Rezoning/All Aboard Storage Taylor Road Master Development Agreement and Conceptual Development Plan (Case No. 19-65000003)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-12, to rezone ±10.2 acres from Planned Commercial Development (PCD) and Volusia County A-2 (Rural Agriculture) to All Aboard Storage Taylor Road PCD and approval of All Aboard Storage Taylor Road PCD Master Development Agreement and Conceptual Development Plan.

SUMMARY: Planning Commission Action (05/28/20): Recommended Approval

The applicant, Newkirk Engineering Inc. on behalf of the property owner, Crane Lakes Depot LLC, requests to rezone ±10.2 acres from Planned Commercial Development (PCD) and Volusia County A-2 (Rural Agriculture) to All Aboard Storage Taylor Road PCD and approval of the All Aboard Storage Taylor Road PCD Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The subject property is located on the east side of Taylor Road, at the intersection of Taylor Road and Crane Lakes Boulevard.

The overall project area is ±10 acres in size. Approximately 6 acres of the subject property is currently zoned Planned Commercial Development (PCD) but does not have an active MDA and CDP. In 2000, the 6-acre site was previously approved for two medical office buildings for Halifax Hospital with a combined square-footage of ±43,800 square feet. The MDA for the previously approved PCD expired in 2005 and the property has remained vacant but has a Future Land Uses designation of *Office/Residential Transition* and still zone PCD. The remaining ±4 acres of the subject property is currently zoned Volusia County A-2 (Rural Agriculture) and annexed into the City in January 2019. At the public hearing for the annexation, the developer indicated the intent was to include the 4 acres into the proposed PCD to develop a self-storage and office facility similar to the All Aboard Westport Storage self-storage and office facility located on the east side of Williamson Boulevard, south of Taylor Road.

If approved, the All Aboard Storage Taylor Road MDA and CDP will provide the regulatory framework for the development of the subject property with a 3-story self-storage building, seven 1-story self-storage buildings, covered RV/boat parking and a 6,000 square-foot multi-tenant building for office and limited retail uses, similar to the All Aboard Westport Storage self-storage and office facility located on the east side of Williamson Boulevard, south of Taylor Road. The CDP shows the general layout of the

proposed self-storage buildings, future multi-tenant building, covered RV and boat storage, stormwater improvements, tree preservation areas, landscape buffers, parking areas, sidewalks, transportation improvements and access off Taylor Road.

The proposed dimensional requirements in the MDA are equal to or greater than those required in the LDC for a PCD or similar commercial zoning districts. Landscape buffer proposed include a 20-foot wide right-of-way buffer along Taylor Road, a 25-foot buffer along the north property line, a 20-foot along the east property line, and a 40-foot buffer along the south property line. The developer is also dedicating approximately 60 feet of frontage along the Taylor Road right-of-way to Volusia County for the future widening of Taylor Road and this area will remain wooded, until Volusia County clears their right-of-way to widen Taylor Road. The required 20-foot roadway buffer will be measured from the new right-of-way line to ensure that after the road is widened the required 20-foot buffer is provided.

A 6-foot tall screening wall is proposed to surround the portion of parking along the interior access drive and along the eastern side to provide screening of the RV and boats being stored and exterior garage doors for the storage buildings. The rear walls of the self-storage buildings are to be designed to be consistent with the architectural design of this development and act as the rear screen wall.

Access to the development will be provided at the signalized intersection of Taylor Road and Crane Lakes Boulevard. As indicated in the MDA, the developer of the property will be required to install the 4th traffic signal head at the intersection of Taylor Road and Crane Lakes Boulevard along with any required pedestrian improvements at the intersection. As shown on the CDP, the developer is required to construct an eastbound right-turn lane and a westbound left-turn lane at the Taylor Road/Crane Lakes Boulevard intersection to assist in maintaining roadway capacity on Taylor road.

All future development plans submitted will require detailed technical review by the Development Review Committee (SDRC) to determine all requirements in the Land Development Code (LDC) are met. As with all development, any future site development plan will be subject to concurrency regulations requiring adequate public facilities to be provided to mitigate impacts Similar to other developments within this area of the City, the developer will be required to enter into a Transportation Fair-Share and Concurrency Agreement with the City, and possibly Volusia County, to pay for part of the scheduled improvements for the roadways impacted by this development. In addition to a fair-share payment, the developer of the property may be required to construct specific site mobility improvements to improve capacity and provide alternative modes of transportation along this corridor such as, turn lanes, traffic signal modifications, and sidewalks.

The staff report is attached for your review.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ord. No. 2020-12 with exhibits	Ord 2020-12 All Aboard.pdf
2.	Staff Report - All Aboard Taylor Road PCD Rezoning	Staff Report - All Aboard Taylor Road PCD Rezoning.pdf

Penelope Cruz	Created/Initiated - 5/28/2020
Tim Burman	Approved - 5/28/2020
Shannon Balmer	Approved - 6/2/2020
Jake Johansson	Approved - 6/4/2020
Robin Fenwick	Final Approval - 6/5/2020

ORDINANCE NO. 2020-12

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY ±10.2 ACRES FROM PLANNED COMMERCIAL DEVELOPMENT (PCD) AND VOLUSIA COUNTY A-2 (RURAL AGRICULTURE) TO ALL ABOARD STORAGE TAYLOR ROAD PLANNED COMMERCIAL DEVELOPMENT (PCD) AND APPROVAL OF ALL ABOARD STORAGE PLANNED COMMERCIAL DEVELOPMENT MASTER DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN; ; PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property owner has requested the rezoning of the property consisting of approximately ±10.2 acres from Planned Commercial Development (PCD) and Volusia County A-2 (Rural Agriculture) to PCD; and

WHEREAS, the city and Developer desire to enter into the All Aboard Storage Taylor Road Planned Commercial Development Master Development Agreement ("MDA") and Conceptual Development Plan ("CDP");

WHEREAS, Developer submitted a request to the Planning Commission to approve the MDA and CDP for All Aboard Storage Taylor Road PCD; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by a majority vote recommended approval of the proposed All Aboard Storage Taylor Road Planned Commercial Development Master Development Agreement ("MDA") and Conceptual Development Plan ("CDP"); and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby rezone the property consisting of approximately ±10.2 acres located on the east side of Taylor Road, at the intersection of Taylor Road and Crane Lakes Boulevard described in **Exhibit "1"**, attached hereto, from Planned Commercial Development (PCD) and Volusia County A-2 (Rural Agriculture) to PCD.

Section 2. The City Council of the City of Port Orange does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas classification as shown on **Exhibit "2"** attached hereto.

Section 3. The City Council of the City of Port Orange does hereby approve the All Aboard Storage Taylor Road Planned Commercial Development Master Development Agreement ("MDA"), attached hereto as **Exhibit "3"**.

Section 4. The Mayor and City Clerk are hereby authorized to execute said All Aboard Storage Taylor Road Planned Commercial Development Master Development Agreement on behalf of the City of Port Orange.

Section 5. All ordinances or resolutions or parts of ordinances or resolutions in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 6. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 7. This ordinance shall become effective immediately upon adoption.

_____
MAYOR DONALD O. BURNETTE

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the ___day of _____, 2020

Passed and adopted on second and final reading on the___day of _____,

2020

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

CASE NO. 19-65000003
[CA#7051]

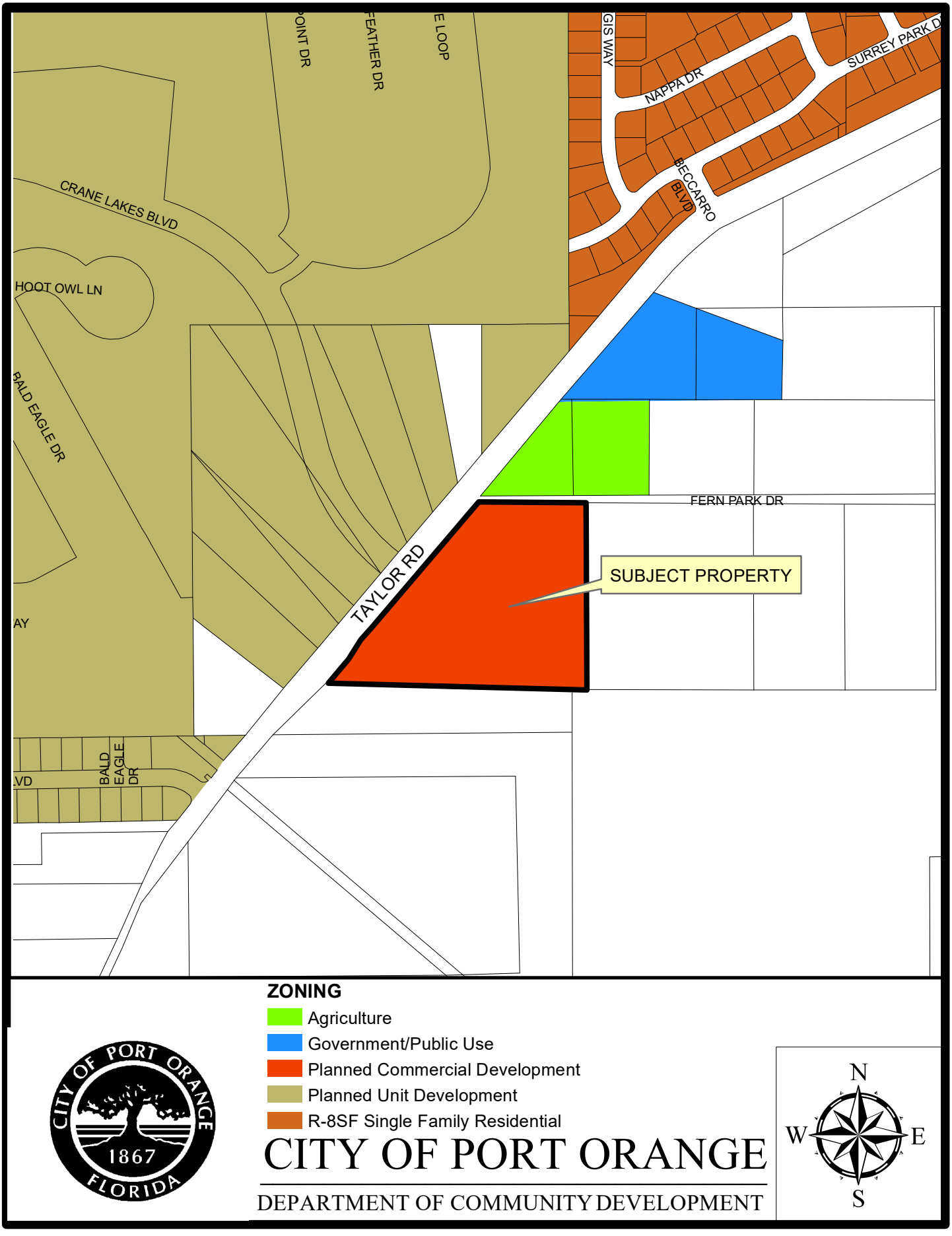
Exhibit 1

BEING A PORTION OF SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND A PORTION OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST VOLUSIA COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF COMMENCEMENT BEING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID CORNER BEING MARKED WITH A 1-1/2" IRON PIPE NO ID (PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CERTIFIED CORNER REPORT DOCUMENT NUMBER 73030); THENCE RUN NORTH 00 DEGREES 04 MINUTES 30 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 1351.77 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE OF SAID SECTION 24, NORTH 88 DEGREES 25 MINUTES 31 SECTIONS WEST, A DISTANCE OF 889.07 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF TAYLOR ROAD (A PRESCRIPTIVE RIGHT-OF-WAY THAT VARIES), AS RECORDED IN RIGHT-OF-WAY MAP BOOK 1, PAGE 46, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING CALLS; THENCE NORTH 39 DEGREES 29 MINUTES 31 SECONDS EAST, A DISTANCE OF 30.58 FEET; THENCE NORTH 45 DEGREES 46 MINUTES 32 SECONDS EAST, A DISTANCE OF 100.50 FEET; THENCE NORTH 33 DEGREES 47 MINUTES 15 SECONDS EAST, A DISTANCE OF 93.17 FEET; THENCE NORTH 33 DEGREES 47 MINUTES 15 SECONDS EAST, A DISTANCE OF 7.44 FEET; THENCE NORTH 39 DEGREES 29 MINUTES 31 SECONDS EAST, A DISTANCE OF 5.29 FEET; THENCE NORTH 39 DEGREES 29 MINUTES 31 SECONDS EAST A DISTANCE OF 94.72 FEET; THENCE NORTH 40 DEGREES 03 MINUTES 54 SECONDS EAST, A DISTANCE OF 190.58 FEET; THENCE SOUTH 49 DEGREES 53 MINUTES 52 SECONDS EAST, A DISTANCE OF 6.05 FEET; THENCE NORTH 40 DEGREES 06 MINUTES 08 SECONDS EAST, A DISTANCE OF 15.00 FEET; THENCE NORTH 49 DEGREES 53 MINUTES 52 SECONDS WEST, A DISTANCE OF 6.00 FEET; THENCE NORTH 40 DEGREES 38 MINUTES 16 SECONDS EAST, A DISTANCE OF 94.42 FEET; THENCE NORTH 40 DEGREES 03 MINUTES 54 SECONDS EAST, A DISTANCE OF 200.00 FEET; THENCE NORTH 45 DEGREES 46 MINUTES 32 SECONDS EAST, A DISTANCE OF 23.80 FEET TO A POINT ON A 25 FOOT WIDE INGRESS AND EGRESS AND UTILITY EASEMENT, PER OFFICIAL RECORDS BOOK 7136, PAGE 3051, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 41 MINUTES 53 SECONDS EAST ALONG THE SOUTH LINE OF SAID EASEMENT A DISTANCE OF 387.62 FEET; THENCE DEPARTING SAID SOUTH EASEMENT LINE SOUTH 00 DEGREES 04 MINUTES 30 SECONDS EAST, A DISTANCE OF 675.75 FEET; THENCE NORTH 88 DEGREES 55 MINUTES 35 SECONDS WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT 2



ZONING

- Agriculture
- Government/Public Use
- Planned Commercial Development
- Planned Unit Development
- R-8SF Single Family Residential

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

N W E S

EXHIBIT 3

MASTER DEVELOPMENT AGREEMENT
ALL ABOARD STORAGE TAYLOR ROAD PLANNED COMMERCIAL DEVELOPMENT

THIS ALL ABOARD STORAGE TAYLOR ROAD PLANNED COMMERCIAL DEVELOPMENT AGREEMENT (this "Agreement") is entered into by and between the City of Port Orange, a Florida municipal corporation, having a mailing address of 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter “City”); and Crane Lakes Depot, LLC, a Florida Limited Liability Company, having a mailing address of 5111 S. Ridgewood Avenue, #201, Port Orange, FL 32127 (hereinafter “Owner”). Parties hereby agree and covenant and bind their successors and assigns as follows:

1. THE PROPERTY:

The property that is subject to this Master Development Agreement (hereinafter “Agreement”) consists of approximately 10.2 +/- acres of real property located on Taylor Road within the municipal limits of the City of Port Orange. The subject property is further described on Exhibit “A”, which is attached hereto and by reference made a part hereof (the “Property”). The Property is under unified ownership of Owner, who is a signatory to this Agreement.

2. CONFORMANCE WITH COMPREHENSIVE PLAN:

The City has determined that the Property is suitable in size, location and character for the uses proposed, that the uses proposed meet the needs of the City, and that the uses proposed are consistent with the City’s comprehensive plan as of the date of adoption of this Agreement enacting the zoning provided herein.

3. DEVELOPMENT:

The Property shall be developed as an indoor climate controlled and warehouse self-storage facility with outdoor RV and boat storage areas and professional office space as depicted on the Conceptual Development Plan (CDP) prepared by Newkirk Engineering and dated September 2019 and revised January 6, 2020, which is attached hereto and incorporated herein as Exhibit "B” and as more particularly described herein. The development of the Property will require the approval of a site plan and/or subdivision plat and plans application, which shall be reviewed in accordance with this Agreement and the Land Development Code.

4. DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN:

A. Development of the Property shall be controlled by the terms and conditions of this Agreement and the CDP. The CDP generally depicts the planned layout of improvements to the Property. Collectively, this Agreement and the CDP for the Property may be referred to as the “Plan”. In case of conflict between any textual provision of this Agreement and the CDP, the textual provision of this Agreement

shall control. If the Agreement is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the CDP. Except as otherwise provided in this Agreement, in the event of a conflict between the terms and provisions of the Plan and the City's ordinances, the terms and provisions of the Plan shall control. If the Plan fails to address a particular subject or code requirements, the requirements of the applicable City ordinance(s) as defined by the City's Land Development Code ("LDC"), shall control.

B. In the event modifications to comply with the LDC are required, and modifications to the CDP are not in conflict with the textual provisions of this Agreement and LDC requirements not superseded by this Agreement, the modifications shall be deemed "minor" and may be approved without formal amendment of this Agreement. All other modification shall be deemed "major" and shall require formal amendment of this Agreement. Minor modifications shall require the written approval by the Administrative Official, who is defined in the LDC. If the Owner is not satisfied with the suggested resolution or the decision of the City Administrative Official categorizing the modifications as minor or major, the Owner may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to the City Council.

5. PHASING:

Development may be constructed in multiple phases. Phase one will consist of the construction of all underground and site infrastructure, including installation of the lift station, if not already built by the adjacent property owner to the east, Taylor Road Improvements, drainage ponds, Building A (1-8) and RV/Boat Storage with the necessary improvements. Phase two will consist of Building B with the associated improvements. Prior to approval of the site plan, the Owner and the developer of the adjacent property to the east shall enter into a separate access easement containing a cost sharing agreement for the construction and maintenance of the access drive to the eastern property (the "Easement"). The lift station will be required to be built with either the development of this Property or the development of the adjacent property to the east, whichever site is developed first. Permits for development of phases or sub-phases shall be submitted for approval through the City's Final Site Plan and/or Subdivision Plat and Plan process. Phase 3 shall consist of the extension of utilities, access drive and sidewalk to the east to serve the eastern property pursuant to the terms of the Easement.

6. PERMITTED USES:

Permitted uses shall be (i) indoor and warehouse self-storage facility (ii) outdoor boat and RV storage as shown on the CDP; (iii) those uses allowed in the City of Port Orange's Professional Office (PO) Zoning District, as they may be amended from time

to time and (iv) those uses allowed in the City of Port Orange's Community Commercial Zoning District, as they may be amended from time to time. Building A-1 is proposed mini-warehouses and storage facility management office; Buildings A-2 through A-8 as mini-warehouses and Building B permitted uses as allowed under the Professional Office (PO) and Community Commercial (CC) zoning district of the City's Land Development Code, as amended from time to time. Prohibited uses for Building B shall include funeral homes, assisted living facilities, community gardens, motor vehicle service stations, and marinas.

7. **DIMENSIONAL REQUIREMENTS:** The Property shall be subject to the following dimensional requirements:
   Maximum Building Coverage: 35%
   Minimum Open Space: 40%
   Min Building Setbacks:
   Taylor Road: 25 feet
   Side (North): 30 feet
   Side (South): 40 feet
   Rear (East): 25 feet
   Maximum Building Height: 45 feet
   Maximum Impervious: 60%

8. **STORMWATER SYSTEM MAINTENANCE:**
   The Owner shall maintain the stormwater facilities located on the Property in accordance with the LDC and with any permits issued by St. Johns River Water Management District, Volusia County permits and as otherwise prescribed by law.

9. **LANDSCAPE BUFFER AND TREE CONSERVATION:**
   A. All landscape buffers, foundation landscaping, vehicular use/parking landscaping, supplemental landscaping, and tree preservation, shall be developed in compliance with the Land Development Code (LDC).
   B. The 15% tree preservation area requirement is modified to only require the area in the required landscape buffers based on site conditions per Chapter 9, Article II, Section 17 of the LDC.
   C. Owner shall install a forty (40) foot landscape buffer along the south property line and a twenty-five (25) foot landscape buffer along the north property line and a twenty (20) foot buffer along the east and west property line each in conformance with the LDC. A portion of the stormwater pond may be located within said forty (40) foot landscape buffer.

10. **ARCHITECTURAL/DESIGN STANDARDS:**
   A. All buildings and accessory structures on the Property shall be developed in compliance with the requirements of the LDC.
   B. All building and accessory structures constructed within the Property shall be developed consistent with the building elevations by BPF Design Incorporated attached hereto and incorporated herein as Exhibit C. The architectural theme

shall be established by harmoniously coordinating the general appearance of all buildings and related structures.

C. All structures within the Property shall complement one another and shall convey a sense of quality and permanence.

11. ROADS, SIDEWALKS, PARKING, ACCESS AND CONNECTIVITY:

A. Driveway location on Taylor Road shall be as located as generally shown on the CDP.

B. Road, drives, and sidewalks within the Property shall be private.

C. Construction of a 5' sidewalk along the Taylor Road frontage of the Property is not required with the development of the Property.

D. Dedication of land to Volusia County at County's expense for the ultimate 120-foot right-of-way for Taylor Road shall be required prior to issuance of a site plan Development Order for the Property. Land to be dedicated toward Taylor Road right-of-way is shown on the CDP.

E. Developer of the property will be required to construct an eastbound right-turn lane and a westbound left-turn lane at the Taylor Road/Crane Lakes Boulevard intersection, and install a 4th traffic signal head at the intersection of Taylor Road and Crane Lakes Boulevard, along with any required pedestrian improvements at the intersection, as generally shown on the CDP, and in accordance with the traffic impact analysis conducted with the site plan application.

F. The parking lot design and minimum parking requirements shall be in compliance with the LDC.

G. Prior to issuance of the Site Plan Development Order for the Property or the adjacent property to the east, whichever is developed first, the Easement shall be recorded in the public records of Volusia County Florida at Owner's expense, as generally shown on the CDP, pursuant to the restrictive covenant of record.

12. PUBLIC UTILITIES AND STORMWATER MANAGEMENT:

A. Public utilities shall be designed to meet the City's specifications and requirements of the LDC and City Standard Construction Details.

B. Stormwater shall be retained on-site unless otherwise specified in herein. The Owner shall comply with the LDC, City Standard Construction Details and the rules and regulations of the St. John's River Water Management District concerning storm water drainage. The Owner shall provide all required easements to the City over the proposed retention area and related stormwater structures.

C. The Owner intends to provide sanitary sewer service to the Property by constructing the proposed lift station as shown on CDP in Phase 1. The lift station shall be constructed by Owner in compliance with the City's specifications and subject to inspection and acceptance by the City. Upon inspection and acceptance and dedication of the lift station, the City shall assume future maintenance obligations for this public lift station. The additional lift station capacity, additional cut depth of the gravity sewer system, and associated costs are eligible for City cost participation.

13. SIGNAGE:

A. The signage for the Property shall be in compliance with the terms set forth in the LDC.
B. A sign easement shall be reserved on the Property for off-site signage for the adjacent property to the east if off-site signage is approved for said property.

14. ENVIRONMENTAL CONSIDERATIONS:

A. Both during and after construction, the Owner shall use reasonable efforts to preserve trees and natural vegetation within the Property and maximize protection of natural drainage pathways. The PCD shall comply with the tree preservation requirements of the City's LDC except as specifically provided in this Agreement.
B. The Owner shall comply with all rules, statues, laws and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Fish and Wildlife Commission. Compliance with the City Environmental Preservation Code may necessitate modification of the CDP.
C. Compliance with the environmental preservation code may necessitate modification of the conceptual plan.

15. EFFECTIVE DATE AND EXPIRATION:

A. This Agreement shall be effective upon recording by the City of Port Orange at the Owner's expense in the public records of Volusia County, Florida.
B. The second reading of the Ordinance shall not take place until the Owner has provided an executed copy of the MDA to the City of Port Orange addressing all issues discussed prior to the scheduled second reading. If there are no additional requirements, corrections, or conditions attached by the City Council at the second reading, the Agreement shall be signed by the Mayor and City Clerk and recorded upon approval by City Council.
C. Development of Phase 1 of the Property shall commence within five (5) years from the effective date of this Agreement and Phase 3 of the Development shall be completed within twenty (20) years from the effective date 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" shall have the meaning as set forth in the LDC.

16. AMENDMENTS

A. Amendments to this Agreement shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied, and the City.
B. Before amending this Agreement, the City shall conduct one or more public hearings. At the City's option, one of the public hearings may be held by the Planning Commission.
    1. Notice of intent to consider an amendment to this Agreement shall be published by the City, at the Owner's cost, in a newspaper of general circulation and readership in Volusia County, Florida.

2. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(c), Florida Statutes, as amended from time to time.
3. The day, time, and place at which the second public hearing shall take place shall be announced at the first public hearing.
4. The notices required above shall specify the location of the Property, the location of that portion of the Property subject to the proposed amendment, the nature of the proposed amendment, and the following information to the extent applicable:
    a. Changes permitted, conditional, and/or prohibited uses proposed.
    b. Changes in building intensities and/or height proposed.

5. All notices shall specify a place where a copy of the proposed amendment can be obtained.

17. CONFORMANCE WITH LAWS

A. The Owner agrees:

1. To develop the Property according to all regulations of the City and the requirements of this Agreement to the extent those regulations are not inconsistent with the Plan for the property.
2. To be bound by all City codes, ordinances and this Agreement.

18. ENFORCEABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

19. PRIOR AGREEMENTS:

This Agreement represents the complete understanding by and between the parties with respect to the development and continued use of the subject Property. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement are hereby voided. Any amendment to this Agreement shall be in writing and signed by the City and the Owner.

20. POLICE POWER

Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules and regulations. Further, nothing contained in this Agreement shall be construed as a waiver of the attempted waiver by the City of its sovereign immunity under the Constitution and laws of the State of Florida.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have executed this Master Development Agreement 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
Printed name 1000 City Center Circle
Port Orange, Florida 32129

_____
_____
Printed name

_____ Attest_____
_____ Robin L. Fenwick, CMC, City Clerk
Printed name 1000 City Center Circle
Port Orange, Florida 32129

_____
_____
Printed name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 2020, 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.

_____
Notary Public

(Seal)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ___day of _____, 2020, by Robin L. 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 and an oath.

_____
Notary Public

(Seal)

OWNER:

Signed, sealed and delivered in the presence of:

CRANE LAKES DEPOT, LLC, a Florida limited liability company

_____

Name: _____

By: _____

Douglas A. Clark, Manager

_____

Name: _____

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____2020, by Douglas A. Clark, the Manager of Crane Lakes Depot, LLC a Florida limited liability company. He is personally known to me and did not take an oath.

_____

Notary Public

(Seal)

Exhibit “A” - Legal Description

LEGAL DESCRIPTION:
BEING A PORTION OF SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND A PORTION OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST VOLUSIA COUNTY, FLORIDA.

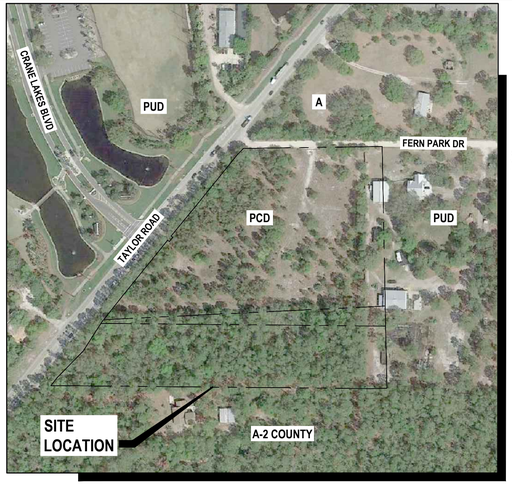
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

AS A POINT OF COMMENCEMENT BEING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID CORNER BEING MARKED WITH A 1-1/2" IRON PIPE NO ID (PER FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION CERTIFIED CORNER REPORT DOCUMENT NUMBER 73030); THENCE RUN NORTH 00 DEGREES 04 MINUTES 30 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 24, A DISTANCE OF 1351.50 FEET FOR THE POINT OF BEGINNING; THENCE DEPARTING SAID EAST LINE OF SAID SECTION 24 NORTH 88 DEGREES 25 MINUTES 31 SECONDS WEST, A DISTANCE OF 889.07 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY OF TAYLOR ROAD (A PRESCRIPTIVE RIGHT-OF-WAY THAT VARIES), AS RECORDED IN RIGHT-OF-WAY MAP BOOK 1, PAGE 46, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE THE FOLLOWING CALLS; THENCE NORTH 39 DEGREES 29 MINUTES 31 SECONDS EAST, A DISTANCE OF 30.58 FEET; THENCE NORTH 45 DEGREES 46 MINUTES 32 SECONDS EAST, A DISTANCE OF 100.50 FEET; THENCE NORTH 33 DEGREES 47 MINUTES 15 SECONDS EAST, A DISTANCE OF 100.61 FEET; THENCE CONTINUE ALONG THE EASTERLY RIGHT-OF-WAY LINE NORTH 39 DEGREES 29 MINUTES 31 SECONDS EAST, A DISTANCE OF 100.01 FEET; THENCE NORTH 40 DEGREES 03 MINUTES 54 SECONDS EAST, A DISTANCE OF 190.58 FEET; THENCE SOUTH 49 DEGREES 53 MINUTES 52 SECONDS EAST, A DISTANCE OF 6.05 FEET; THENCE NORTH 40 DEGREES 06 MINUTES 08 SECONDS EAST, A DISTANCE OF 15.00 FEET; THENCE NORTH 49 DEGREES 53 MINUTES 52 SECONDS WEST, A DISTANCE OF 6.00 FEET; THENCE NORTH 40 DEGREES 38 MINUTES 16 SECONDS EAST, A DISTANCE OF 94.42 FEET; THENCE NORTH 40 DEGREES 03 MINUTES 54 SECONDS EAST, A DISTANCE OF 200.00; THENCE CONTINUE ALONG EASTERLY RIGHT-OF-WAY LINE NORTH 45 DEGREES 46 MINUTES 32 SECONDS EAST, A DISTANCE OF 23.20 FEET TO A POINT ON A 25 FOOT WIDE INGRESS AND EGRESS AND UTILITY EASEMENT, PER OFFICIAL RECORDS BOOK 7136, PAGE 3051, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE SOUTH 89 DEGREES 41 MINUTES 53 SECONDS EAST ALONG THE SOUTH LINE OF SAID EASEMENT A DISTANCE OF 387.42 FEET; THENCE DEPARTING SAID SOUTH EASEMENT LINE SOUTH 00 DEGREES 04 MINUTES 30 SECONDS EAST, A DISTANCE OF 675.55 FEET; THENCE NORTH 89 DEGREES 55 MINUTES 35 SECONDS WEST, A DISTANCE OF 50.00 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL CONTAINS 445,279 SQUARE FEET OR 10.2 ACRES MORE OR LESS.

EXHIBIT B

MASTER DEVELOPMENT AGREEMENT
ALL ABOARD STORAGE TAYLOR ROAD
PLANNED COMMERCIAL DEVELOPMENT
16-32-24-00-00-0050, 16-32-24-00-00-0051, 16-32-24-00-00-0080



AERIAL MAP
SCALE: 1" = 200'

LEGAL DESCRIPTION

BEING A PORTION OF SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND A PORTION OF THE SOUTHWEST 1/4 OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST VOLUSIA COUNTY, FLORIDA.

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THE ABOVE DESCRIBED PARCEL CONTAINS 445,279 SQUARE FEET OR 10.2 ACRES MORE OR LESS.

EASEMENT LEGEND :

ADUE	ACCESS, DRAINAGE, AND UTILITY EASEMENT
DUE	DRAINAGE AND UTILITY EASEMENT
AE	ACCESS EASEMENT
DE	DRAINAGE EASEMENT
SK19	SPECIMEN TREE WITH REQUIRED EASEMENT (1' DIA FOR 1" CAL) ONLY SHOWN FOR TREES PROPOSED TO KEEP

SPECIMEN TREE LEGEND :

TYPE (ALL SPECIES)		EXISTING	REMOVED	REMAIN
SPECIMEN	DK18	11	2	9
HISTORIC	DK36	0	0	0
		11	2	9 (81.8%)

11 TREES / 9.10 ACRES = 1.21 TREE PER ACRE
SITE REQUIRES 80% SPECIMEN TREE RETENTION

PARKING CALCULATIONS :

1. PARKING REQUIREMENTS
   - BUILDING A:
   - BUILDINGS A-2 TO A-8 = 1 SPACE PER 50 CUBICLES x 70 CUBICLES = 2 SPACES
   - OFFICE = 1 SPACE PER 250 SF x 900 SF = 5 SPACES
   - BUILDING A-1 = 1 SPACE PER 50 CUBICLES x 400 CUBICLES = 8 SPACES
   - BUILDING B:
   - OFFICE / RETAIL = 1 SPACE PER 200 SF x 6,000 SF = 30 SPACES
   - TOTAL REQUIRED PARKING 45 SPACES

2. PARKING PROVIDED

	SPACES	%
HANDICAP	3	4.9
STANDARD	58	95.1
TOTAL PARKING PROVIDED	61	100.0
TOTAL BICYCLE PARKING PROVIDED	3 (1 RACK)	

SITE DEVELOPMENT USAGE

1. SETBACK:

	BUILDING	LANDSCAPE
FRONT (FROM TAYLOR ROAD)	25 FEET	20 FEET
REAR (EAST)	25 FEET	20 FEET
SIDE (NORTH)	30 FEET	25 FEET
SIDE (SOUTH)	40 FEET	40 FEET

2. PROPOSED SITE COVERAGE:

	SQ. FT	ACRE	%	
BUILDING FOOTPRINT	69,340	1.592	15.6	(35% MAX)
PAVEMENT (PHASE I & II)	122,465	2.812	27.5	
PAVEMENT (PHASE III)	10,126	0.232	2.3	
CONCRETE (PHASE I & II)	3,135	0.072	0.8	
CONCRETE (PHASE III)	2,177	0.050	0.5	
INTERIOR LANDSCAPE	94,817	2.177	21.2	
EXTERIOR LANDSCAPE	115,412	2.649	25.9	
WET POND	27,704	0.636	6.2	
TOTAL SITE	445,176	10.220	100.00	
TOTAL IMPERVIOUS	207,243	4.758	46.6	(60% MAX)
TOTAL OPEN SPACE	210,229	4.826	47.2	
RESERVED ROW	48,577	1.115	10.9	

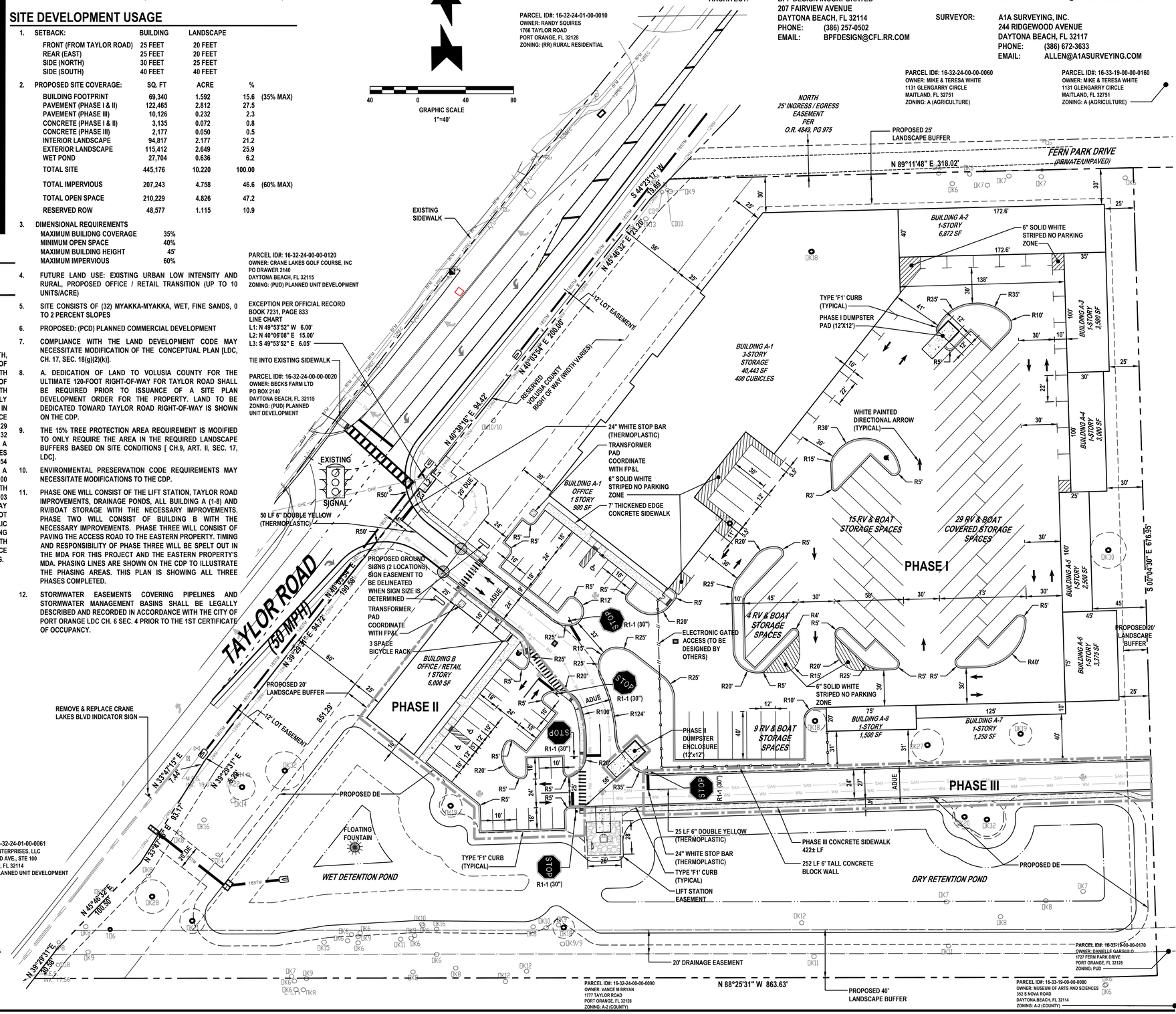
3. DIMENSIONAL REQUIREMENTS

MAXIMUM BUILIDNG COVERAGE	35%
MINIMUM OPEN SPACE	40%
MAXIMUM BUILDING HEIGHT	45'
MAXIMUM IMPERVIOUS	60%

4. FUTURE LAND USE: EXISTING URBAN LOW INTENSITY AND RURAL, PROPOSED OFFICE / RETAIL TRANSITION (UP TO 10 UNITS/ACRE)
5. SITE CONSISTS OF (32) MYAKKA-MYAKKA, WET, FINE SANDS, 0 TO 2 PERCENT SLOPES
6. PROPOSED: (PCD) PLANNED COMMERCIAL DEVELOPMENT
7. COMPLIANCE WITH THE LAND DEVELOPMENT CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL PLAN [LDC, CH. 17, SEC. 18(g)(2)(k)].
8. A. DEDICATION OF LAND TO VOLUSIA COUNTY FOR THE ULTIMATE 120-FOOT RIGHT-OF-WAY FOR TAYLOR ROAD SHALL BE REQUIRED PRIOR TO ISSUANCE OF A SITE PLAN DEVELOPMENT ORDER FOR THE PROPERTY. LAND TO BE DEDICATED TOWARD TAYLOR ROAD RIGHT-OF-WAY IS SHOWN ON THE CDP.
9. THE 15% TREE PROTECTION AREA REQUIREMENT IS MODIFIED TO ONLY REQUIRE THE AREA IN THE REQUIRED LANDSCAPE BUFFERS BASED ON SITE CONDITIONS [CH.9, ART. II, SEC. 17, LDC].
10. ENVIRONMENTAL PRESERVATION CODE REQUIREMENTS MAY NECESSITATE MODIFICATIONS TO THE CDP.
11. PHASE ONE WILL CONSIST OF THE LIFT STATION, TAYLOR ROAD IMPROVEMENTS, DRAINAGE PONDS, ALL BUILDING A (1-8) AND RV/BOAT STORAGE WITH THE NECESSARY IMPROVEMENTS. PHASE TWO WILL CONSIST OF BUILDING B WITH THE NECESSARY IMPROVEMENTS. PHASE THREE WILL CONSIST OF PAVING THE ACCESS ROAD TO THE EASTERN PROPERTY. TIMING AND RESPONSIBILITY OF PHASE THREE WILL BE SPELT OUT IN THE MDA FOR THIS PROJECT AND THE EASTERN PROPERTY'S MDA. PHASING LINES ARE SHOWN ON THE CDP TO ILLUSTRATE THE PHASING AREAS. THIS PLAN IS SHOWING ALL THREE PHASES COMPLETED.
12. STORMWATER EASEMENTS COVERING PIPELINES AND STORMWATER MANAGEMENT BASINS SHALL BE LEGALLY DESCRIBED AND RECORDED IN ACCORDANCE WITH THE CITY OF PORT ORANGE LDC CH. 6 SEC. 4 PRIOR TO THE 1ST CERTIFICATE OF OCCUPANCY.

PROJECT TEAM

PROPERTY OWNER / APPLICANT:	CRANE LAKES DEPOT LLC 5111 S RIDGEWOOD AVENUE #201 PORT ORANGE, FL 32127 PHONE: (386) 236-1970 EMAIL: ACLARK@GOALLABOARD.COM	CIVIL ENGINEER/ LANDSCAPE ARCHITECT AGENT:	NEWKIRK ENGINEERING, INC. 1230 NORTH US HIGHWAY 1, SUITE 3 ORMOND BEACH, FL 32174 PHONE: (386) 872-7794 EMAIL: CODY@NEWKIRK-ENGINEERING.COM
ARCHITECT:	BPF DESIGN INCORPORATED 207 FAIRVIEW AVENUE DAYTONA BEACH, FL 32114 PHONE: (386) 257-0502 EMAIL: BPFDESIGN@CFL.RR.COM	GEOTECHNICAL:	UNIVERSAL ENGINEERING SCIENCES 911 BEVILLE ROAD, SUITE 3 SOUTH DAYTONA BEACH, FL 32119 PHONE: (386) 756-1105 FAX: (386) 760-4067 EMAIL: BPOHL@UNIVERSALENGINEERING.COM
		SURVEYOR:	A1A SURVEYING, INC. 244 RIDGEWOOD AVENUE DAYTONA BEACH, FL 32117 PHONE: (386) 672-3633 EMAIL: ALLEN@A1ASURVEYING.COM



REVISIONS

DATE	DESCRIPTION
10/24/19	SDRC COMMENTS
1/6/2020	SDRC COMMENTS

1230 North US1, Suite 3
Ormond Beach, Florida 32174
Phone (386) 872-7794
www.Newkirk-Engineering.com
C.A. # 30209
L.C. # 26000584

© 2013

Civil Engineering, Transportation, CEI & Landscape Architecture

NEWKIRK ENGINEERING INC.

ALL ABOARD STORAGE

CONCEPTUAL DEVELOPMENT PLAN
ALL ABOARD STORAGE TAYLOR ROAD
1763 TAYLOR ROAD
PORT ORANGE, FL 32128

THIS DRAWING IS THE PROPERTY OF NEWKIRK ENGINEERING ANY USE OR REPRODUCTION IN WHOLE OR PART IS PROHIBITED WITHOUT THE EXPRESSED WRITTEN CONSENT OF NEWKIRK ENGINEERING COPYRIGHT 2013 ALL RIGHTS RESERVED

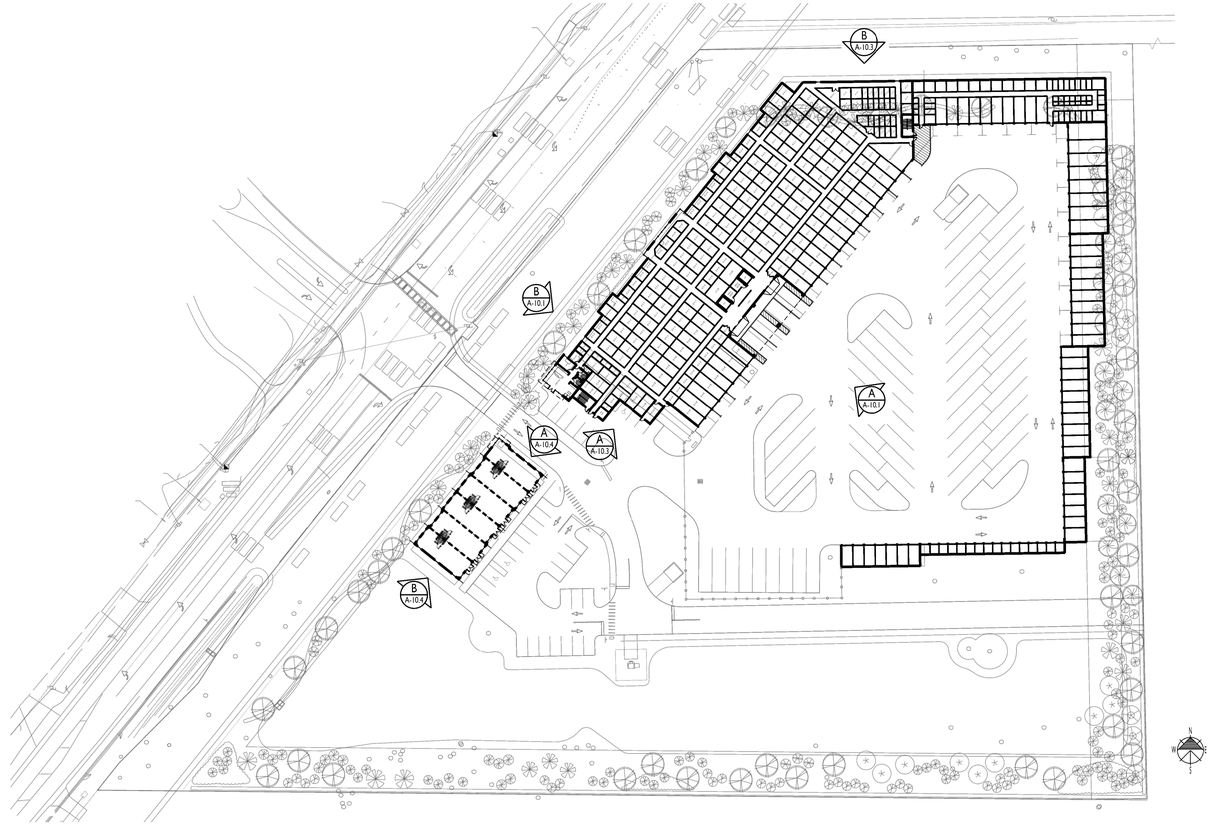
BRADLEY DONALD BAUKNECHT LICENSE NO. 75388 STATE OF FLORIDA PROFESSIONAL ENGINEER
BRADLEY D. BAUKNECHT, P.E. 75388

PROJECT No:	2018-115
DATE:	SEPTEMBER 2019
DESIGN BY:	BDB
DRAWN BY:	CAB
CHECKED BY:	BDB
SCALE:	1" = 40'

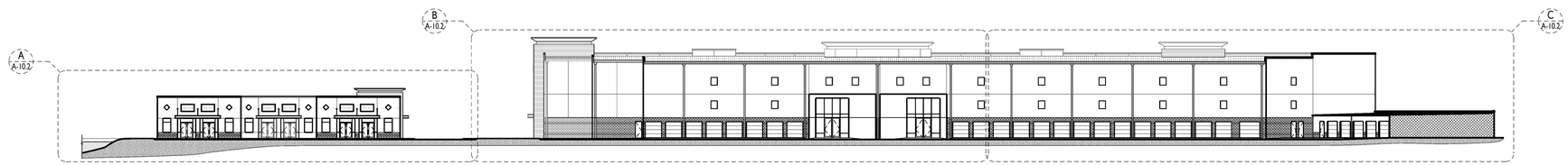
DRAWING NUMBER

EX-B

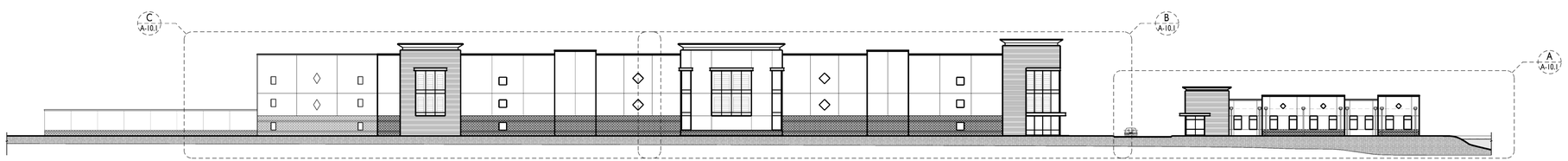
EXHIBIT C



C OVERALL ELEVATIONS PLAN
A-10.0 SITE KEY — SCALE: NTS



A OVERALL E ELEVATION
A-10.0 FACING INTERIOR OF SITE — SCALE: 1/32" = 1'-0"



A OVERALL W ELEVATION
A-10.0 FACING TAYLOR ROAD — SCALE: 1/32" = 1'-0"

GENERAL NOTES:

ALL GENERAL & SUB-CONTRACTORS TO FIELD VERIFY ALL DIMENSIONS, ELECTRICAL, WATER, SEWER AND GAS SERVICE LOCATIONS.
ALL WORK MUST COMPLY WITH THE 2014 EDITION (EXPOSURE "C") OF THE FLORIDA BUILDING CODE SECT. 1609/ 137 MPH WIND LOAD AND THE FLORIDA ACCESSIBILITY CODE FOR BUILDING CONSTRUCTION
ALL DOOR & WINDOW OPENINGS TO MEET OR EXCEED DESIGN PRESSURE RANGE AS SPECIFIED ON SHEET TBL
THE BUILDING RISK CATEGORY IS "II"
INTERNAL PRESSURE COEFFICIENT IS .18 IN ACCORDANCE WITH ASCE 7-10
ALL GLAZING IS TO BE IMPACT RESISTANT OR USE PROTECTIVE HURRICANE SHUTTERS

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REVISIONS

1	

ALL ABOARD STORAGE - TAYLOR ROAD

OWNER/DEVELOPER: ANDREW CLARK, MANAGER, 2400 RIDGEWOOD, LLC. - 5111 RIDGEWOOD AVENUE, SUITE 201, PORT ORANGE, FL 32127 PH: (386) 236-1970 FX: (386) 527-6365
PROJECT LOCATION: 1763 TAYLOR ROAD, PORT ORANGE, FL 32128
GENERAL CONTRACTOR: TO BE DETERMINED

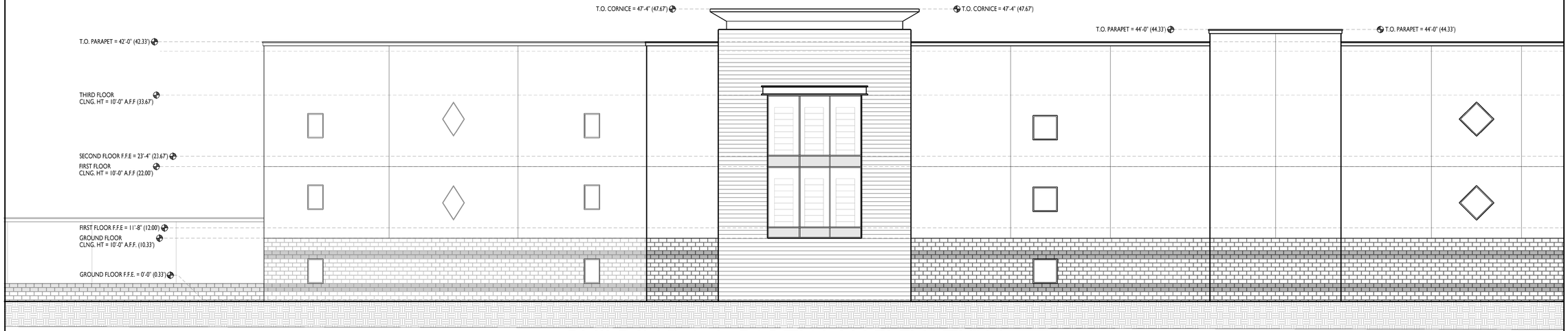
BPF
DESIGN INCORPORATED
ARCHITECTURE, DESIGN, & DRAWING SERVICES
AA 26001108
BRIAN P. FREDLEY, ASSOC. AIA, PROJECT MANAGER
DALLAS B. PEACOCK, AIA, ARCHITECT
AR 0009706
207 FAIRVIEW AVENUE, DAYTONA BEACH, FL 32114
PH: (386) 257-0202 FX: (386) 257-1050
E-MAIL: bfredley@bpfdesign.com WEBSITE: bpfdesign.com

OVERALL ELEVATIONS & KEY

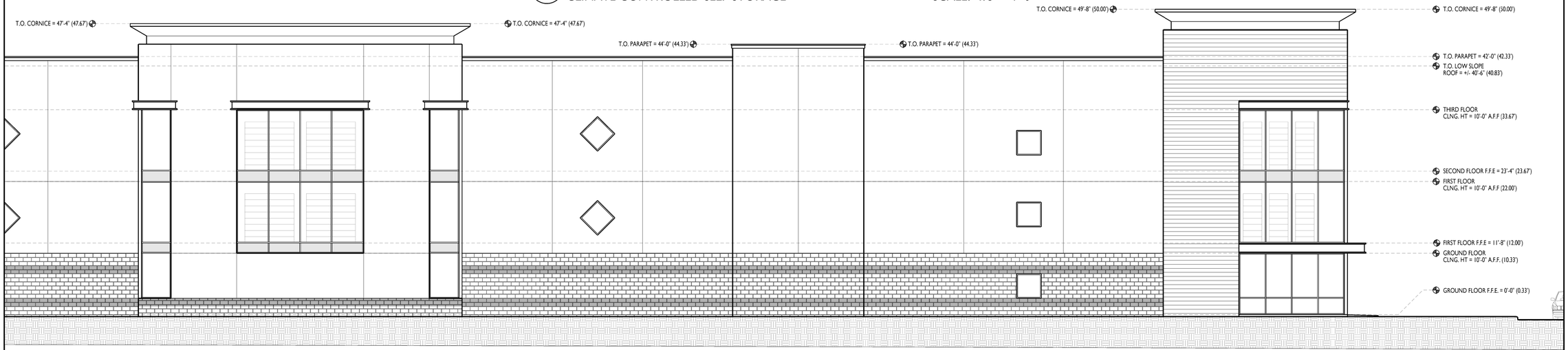
DRAWN BY: TBM	CHECKED BY: DBP & BPF
DATE: JANUARY 17, 2020	SHT NO. A-10.0
SCALE: 1/32"=1'-0"	

0 10' 25' 50' 85'

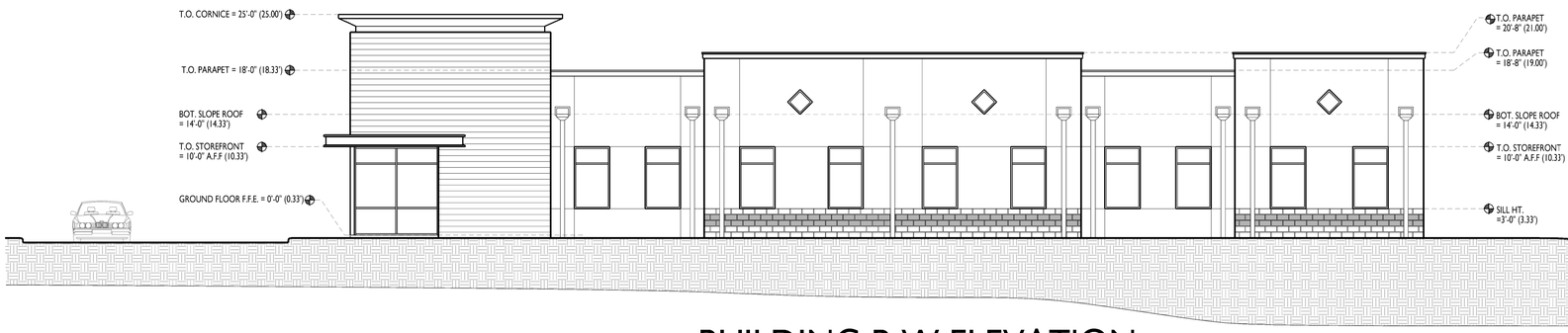
ARCHITECT'S / ENGINEER'S SEAL



C A-10.1 **BUILDING A-1 PARTIAL W ELEVATION**
CLIMATE CONTROLLED SELF-STORAGE SCALE: 1/8" = 1'-0"



B A-10.1 **BUILDING A-1 PARTIAL W ELEVATION**
CLIMATE CONTROLLED SELF-STORAGE SCALE: 1/8" = 1'-0"



A A-10.1 **BUILDING B W ELEVATION**
MULTI-TENANT OFFICE BUILDING SCALE: 1/8" = 1'-0"

GENERAL NOTES:

ALL GENERAL & SUB-CONTRACTORS TO FIELD VERIFY ALL DIMENSIONS, ELECTRICAL, WATER, SEWER AND GAS SERVICE LOCATIONS.
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INTERNAL PRESSURE COEFFICIENT IS .18 IN ACCORDANCE WITH ASCE 7-10
ALL GLAZING IS TO BE IMPACT RESISTANT OR USE PROTECTIVE HURRICANE SHUTTERS

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ALL ABOARD STORAGE - TAYLOR ROAD

OWNER/DEVELOPER: ANDREW CLARK, MANAGER, 2400 RIDGEWOOD, LLC. - 5111 RIDGEWOOD AVENUE, SUITE 201, PORT ORANGE, FL 32127 PH: (386) 236-1970 FX: (386) 527-6365
PROJECT LOCATION: 1763 TAYLOR ROAD, PORT ORANGE, FL 32128
GENERAL CONTRACTOR: TO BE DETERMINED

BPF
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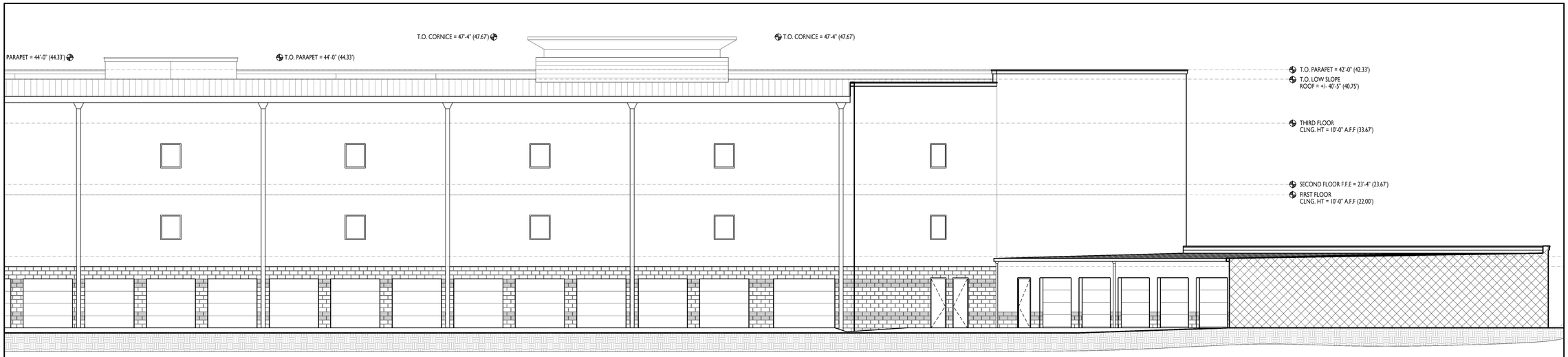
ARCHITECTURE, DESIGN, & DRAWING SERVICES
AA 26001108
BRIAN P. FREDLEY, ASSOC. AIA, PROJECT MANAGER
DALLAS B. PEACOCK, AIA, ARCHITECT
AR 0009706
207 FAIRVIEW AVENUE, DAYTONA BEACH, FL 32114
PH: (386) 257-0502 FX: (386) 257-1050
E-MAIL: bfredley@bpfdesign.com WEBSITE: bpfdesign.com

ENLARGED W ELEVATIONS (TAYLOR ROAD)

DRAWN BY: TBM	CHECKED BY: DBP & BPF
DATE: JANUARY 17, 2020	SHT NO. A-10.1
SCALE: 1/8"=1'-0"	

0 2' 8 14 20

ARCHITECT'S / ENGINEER'S SEAL



C A-10.2 **BUILDING A-1 PARTIAL E ELEVATION**
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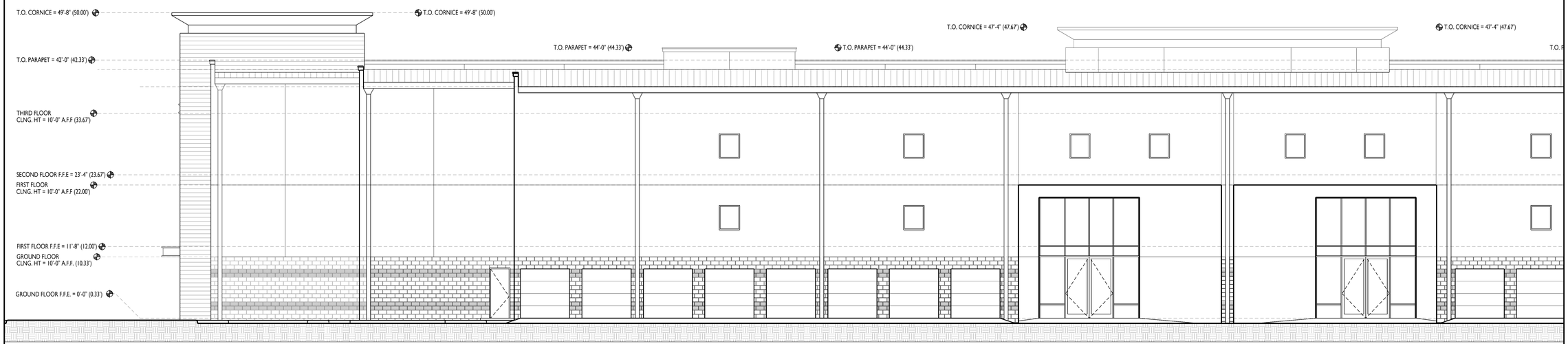
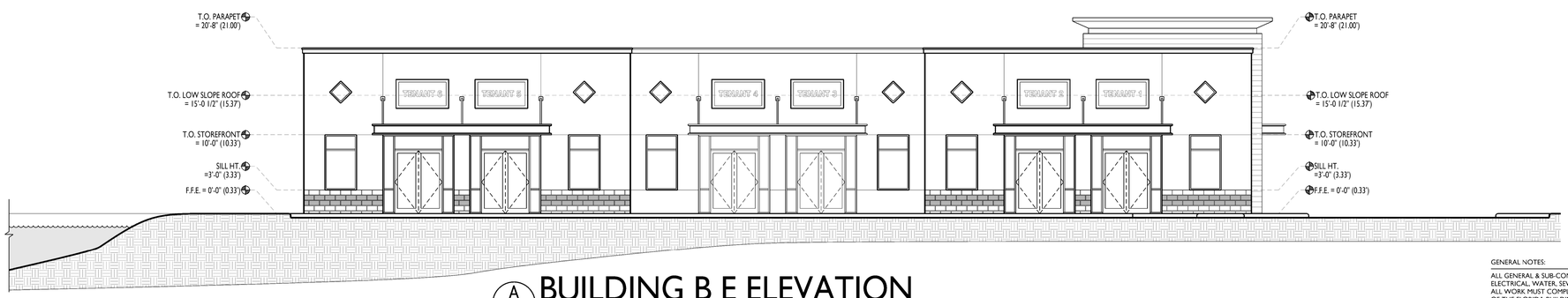


B A-10.2 **BUILDING A-1 PARTIAL E ELEVATION**
CLIMATE CONTROLLED SELF-STORAGE SCALE: 1/8" = 1'-0"



A A-10.2 **BUILDING B E ELEVATION**
MULTI-TENANT OFFICE BUILDING SCALE: 1/8" = 1'-0"

GENERAL NOTES:

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ALL ABOARD STORAGE - TAYLOR ROAD

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PROJECT LOCATION: 1763 TAYLOR ROAD, PORT ORANGE, FL 32128
GENERAL CONTRACTOR: TO BE DETERMINED

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207 FAIRVIEW AVENUE, DAYTONA BEACH, FL 32114
PH: (386) 257-0202 FX: (386) 257-1050
E-MAIL: bfredley@bpfdesign.com WEBSITE: bpfdesign.com

ENLARGED E ELEVATIONS

DRAWN BY: TBM	CHECKED BY: DBP & BPF
DATE: JANUARY 17, 2020	SHT NO. A-10.2
SCALE: 1/8"=1'-0"	

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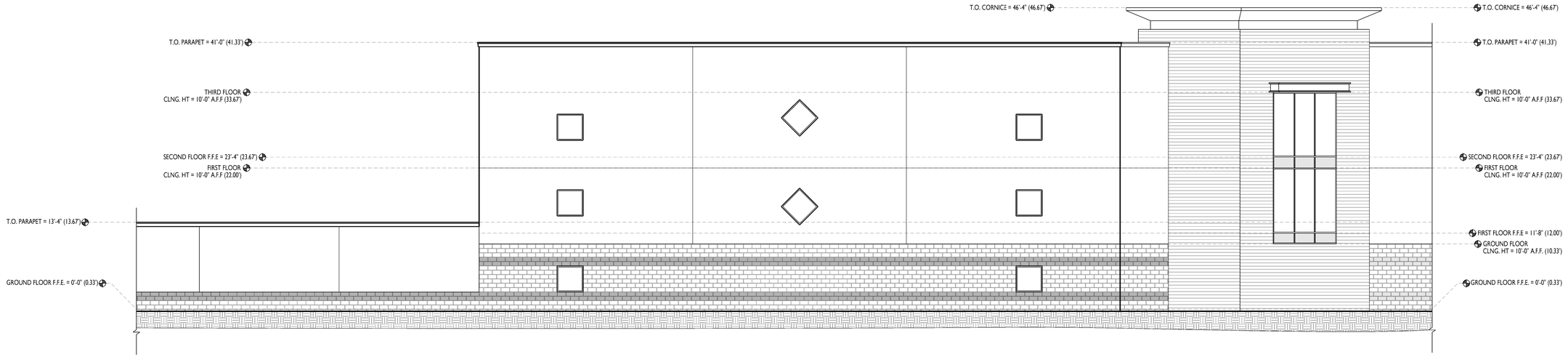
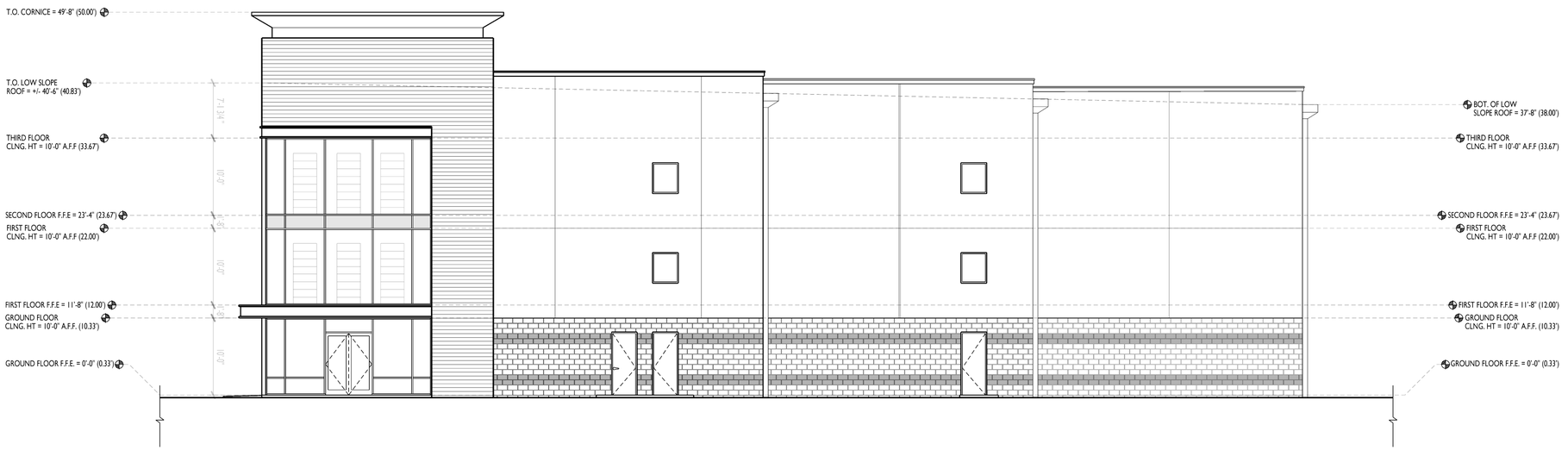
ARCHITECT'S / ENGINEER'S SEAL



B A-10.3 **BUILDING A-1 N ELEVATION**

CLIMATE CONTROLLED SELF-STORAGE SCALE: 1/8" = 1'-0"



A A-10.3 **BUILDING A-1 S ELEVATION**

CLIMATE CONTROLLED SELF-STORAGE SCALE: 1/8" = 1'-0"

GENERAL NOTES:

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ALL ABOARD STORAGE - TAYLOR ROAD

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PROJECT LOCATION: 1763 TAYLOR ROAD, PORT ORANGE, FL 32128
GENERAL CONTRACTOR: TO BE DETERMINED

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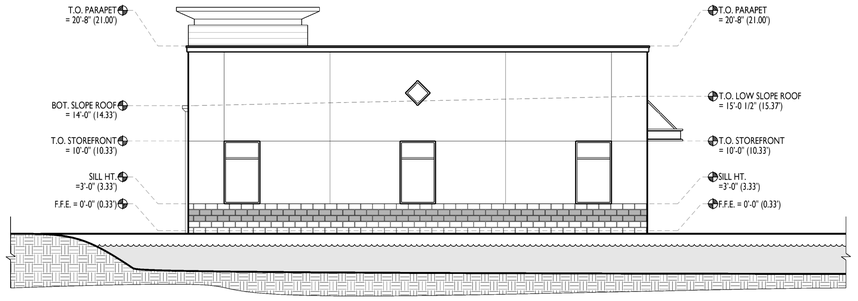
DALLAS B. PEACOCK, AIA, ARCHITECT
AR 0009706
207 FAIRVIEW AVENUE, DAYTONA BEACH, FL 32114
PH: (386) 257-5202 FX: (386) 257-1050
E-MAIL: bfredley@bpfdesign.com WEBSITE: bpfdesign.com

ENLARGED N & S ELEVATIONS (BLDG A)

DRAWN BY: TBM	CHECKED BY: DBP & BPF
DATE: JANUARY 17, 2020	SHT NO. A-10.3
SCALE: 1/8"=1'-0"	

0 3' 6' 14' 20'

ARCHITECT'S / ENGINEER'S SEAL

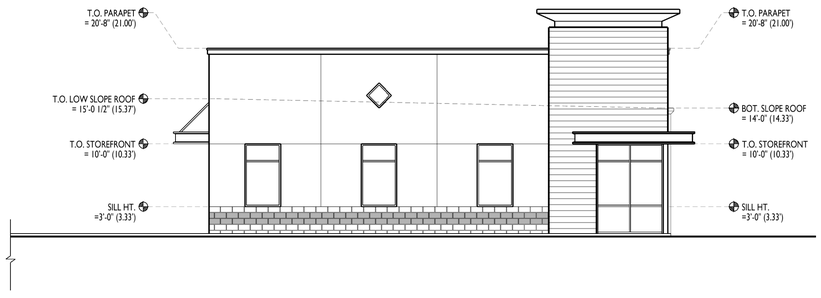


B
A-10.4

BUILDING B S ELEVATION

MULTI-TENANT OFFICE BUILDING

SCALE: 1/8" = 1'-0"



A
A-10.4

BUILDING B N ELEVATION

MULTI-TENANT OFFICE BUILDING

SCALE: 1/8" = 1'-0"

GENERAL NOTES:

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PROJECT LOCATION: 1763 TAYLOR ROAD, PORT ORANGE, FL 32128
GENERAL CONTRACTOR: TO BE DETERMINED

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DALLAS B. PEACOCK, AIA, ARCHITECT
AR 0009706
207 FAIRVIEW AVENUE, DAYTONA BEACH, FL 32114
PH: (386) 257-0302 FX: (386) 257-1050
E-MAIL: bfredley@bpfdesign.com WEBSITE: bpfdesign.com

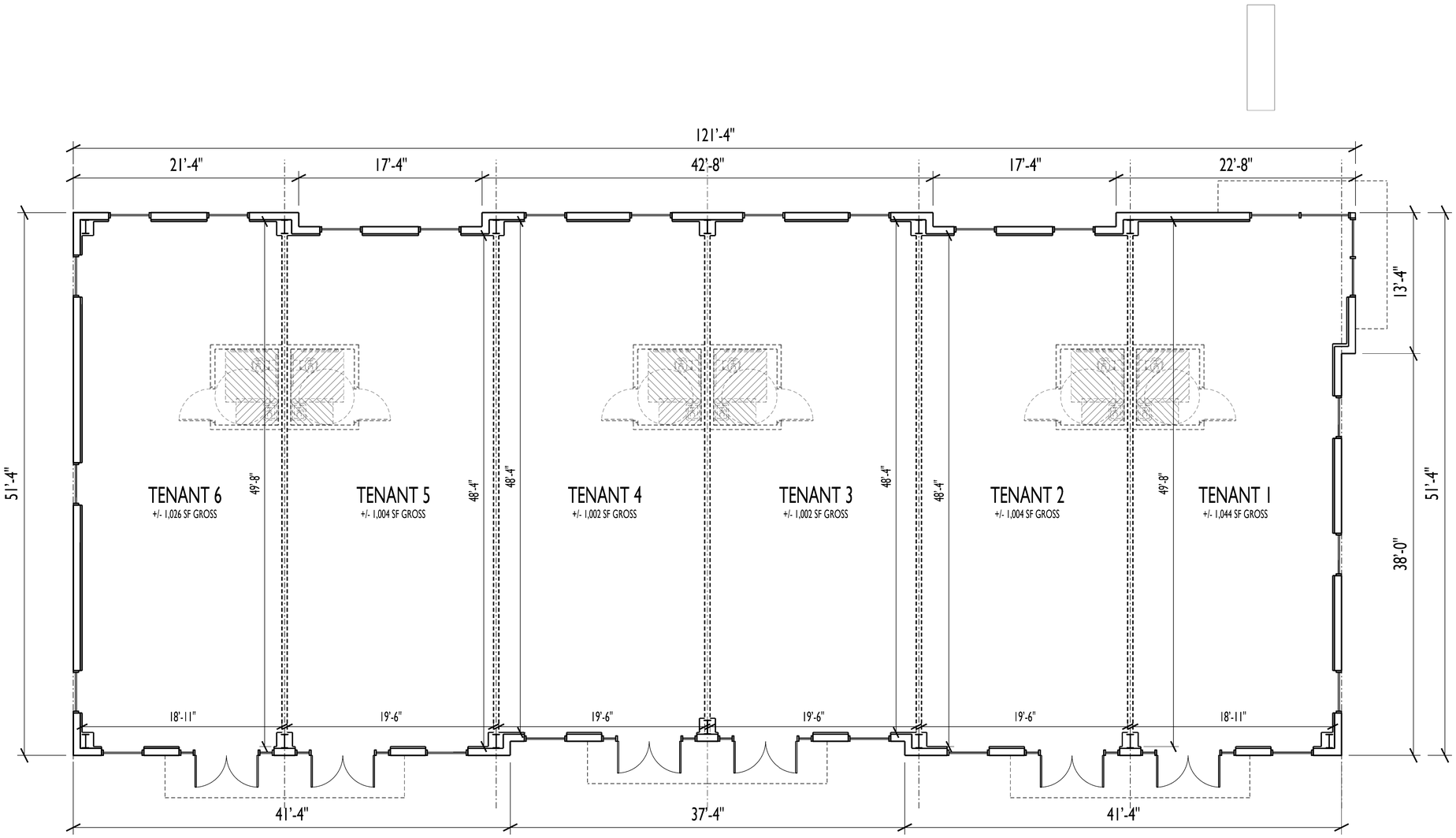
ENLARGED N & S ELEVATIONS (BLDG B)

DRAWN BY: TEM	CHECKED BY: DBP & BPF
DATE: JANUARY 17, 2020	SHT NO. A-10.3
SCALE: 1/8"=1'-0"	

0 2' 6' 14' 20'

ARCHITECT'S / ENGINEER'S SEAL

RETENTION POND



A / A-9.1 PROPOSED FLOOR PLAN

BUILDING B (OFFICE/RETAIL) SCALE: 3/16" = 1'-0"

GROSS AREA CALC	
TENANT 1	1,044 SF
TENANT 2	1,002 SF
TENANT 3	1,004 SF
TENANT 4	1,004 SF
TENANT 5	1,002 SF
TENANT 6	1,026 SF
TOTAL GROSS SF (A/C)	6,082 SF

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PH: (386) 257-0502 FX: (386) 257-1050
E-MAIL: bfredley@bpfdesign.com WEBSITE: bpfdesign.com

BLDG. B PROPOSED PLAN

DRAWN BY: TEM	CHECKED BY: DBP & BPF
DATE: JANUARY 17, 2020	SHT NO. A-9.1
SCALE: 3/16"=1'-0"	

0 1' 4' 10' 12'

ARCHITECT'S / ENGINEER'S SEAL

STAFF REPORT

PCD Rezoning / All Aboard Storage Taylor Road Master Development Agreement and Conceptual Development Plan

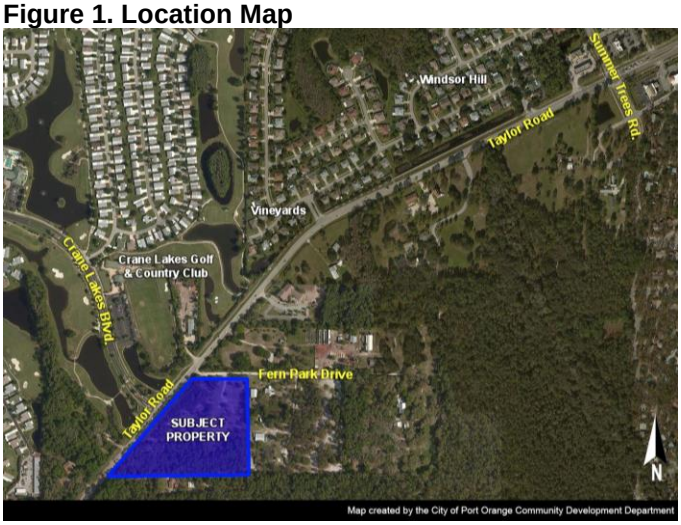
CASE NO. 19-65000003

REQUEST:	Approve rezoning of ±10.2 acres to All Aboard Storage Taylor Road Planned Commercial Development (PCD) and the Master Development Agreement (MDA) and Conceptual Development Plan (CDP)
LOCATION:	1763 Taylor Road
OWNER:	Crane Lakes Depot LLC
APPLICANT:	Newkirk Engineering, Inc.
STAFF CONTACT:	Gwen Perney, Senior Planner (386) 506-5673
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval (May 28, 2020)
CITY COUNCIL:	June 16, 2020

INTRODUCTION

The applicant, Newkirk Engineering Inc. on behalf of the property owner, Crane Lakes Depot LLC, requests to rezone ±10.2 acres from Planned Commercial Development (PCD) and Volusia County A-2 (Rural Agriculture) to All Aboard Storage Taylor Road PCD and approval of the All Aboard Storage Taylor Road PCD Master Development Agreement (MDA) and Conceptual Development Plan (CDP). If approved, the applicant intends to develop the subject property with a self-storage facility (1 three-story and 7 one-story self-storage buildings), area for RV and boat storage, and a 6,000 square foot multi-tenant building for office and limited retail uses. The subject property is located on the east side of Taylor Road, at the intersection of Taylor Road and Crane Lakes Boulevard. (Figure 1 - Location Map).

Figure 1. Location Map



The overall development is 10 acres in size. Approximately 6 acres of the subject property is currently zoned Planned Commercial Development (PCD) but does not have an active MDA and CDP. In 2000, the 6-acre site was previously approved for two medical office buildings for Halifax Hospital with a combined square-footage of ±43,800 square feet. The MDA for the previously approved PCD expired in 2005 and the property has remained vacant. The remaining ±4 acres of the subject property are currently zoned Volusia County A-2 (Rural Agriculture) and annexed into the City in January 2019. At the public hearing for the annexation, the developer indicated the intent was to include the 4 acres into the proposed PCD to develop a self-storage and office facility similar to the All Aboard Westport Storage self-storage and office facility located on the east side of Williamson Boulevard, south of Taylor Road.

According to the Land Development Code (LDC), the proposed MDA constitutes a zoning document for the subject property, establishing permitted uses and certain development requirements. An MDA and CDP does not grant approval of any specific development itself, but rather establishes parameters for how the property can be developed. The CDP is an exhibit to the proposed MDA that includes the dimension requirements, and general location of lots, roads, parking, open space, landscape buffers, utilities, and drainage areas.

Specific site development requirements listed in the MDA and LDC, such as the type and location of trees and shrubs in the landscape buffers, location and size of the stormwater pipes, and water and sewer lines, parking lot design, and other development requirements are finalized with the site plan. Site plans are typically a 20 to 50-page set of technical documents that are signed and sealed by a licensed engineer and contain extensive engineering and construction details. The site plan for All Aboard Storage Taylor Road PCD is required to be designed to meet the requirements of the LDC and the proposed MDA.

CONSISTENCY WITH COMPREHENSIVE PLAN

The current Future Land Use (FLU) designation of approximately ±6 acres of the 10.2-acre subject property is *Office/Residential Transition*. The remaining 4.07 acres of the subject property has a FLU designation of Volusia County *Urban Low Intensity (ULI)* (See Figure 2). Being processed concurrent with this PCD rezoning request, is a request to change the FLU designation of the 4.07-acre property to *Office/Residential Transition* (Case No. 19-20000005) so a consistent FLU designation is applied to the overall 10.2-acre property. Therefore, if the proposed FLU amendment (Case No. 19-20000005) is approved, the 10.2-acre subject property will have a FLU designation of *Office/Residential Transition*. The *Office/Residential Transition* future land use category allows for mixed-use development to serve as a transition between residential and commercial nodes.

The *Office/Residential Transition* FLU designation allows office-type uses, houses of worship, residential uses up to 10 units/acre, and low-intensity commercial uses in 25% of the gross leasable area of any office development. The proposed use of the subject property as a self-storage facility and a multi-tenant building for professional office/retail uses is consistent with the proposed and current FLU designation on the subject

property. The current FLU and zoning of the subject property and adjacent properties are identified in Figures 2 and 3.

Figure 2. Current and Proposed Future Land Use Map

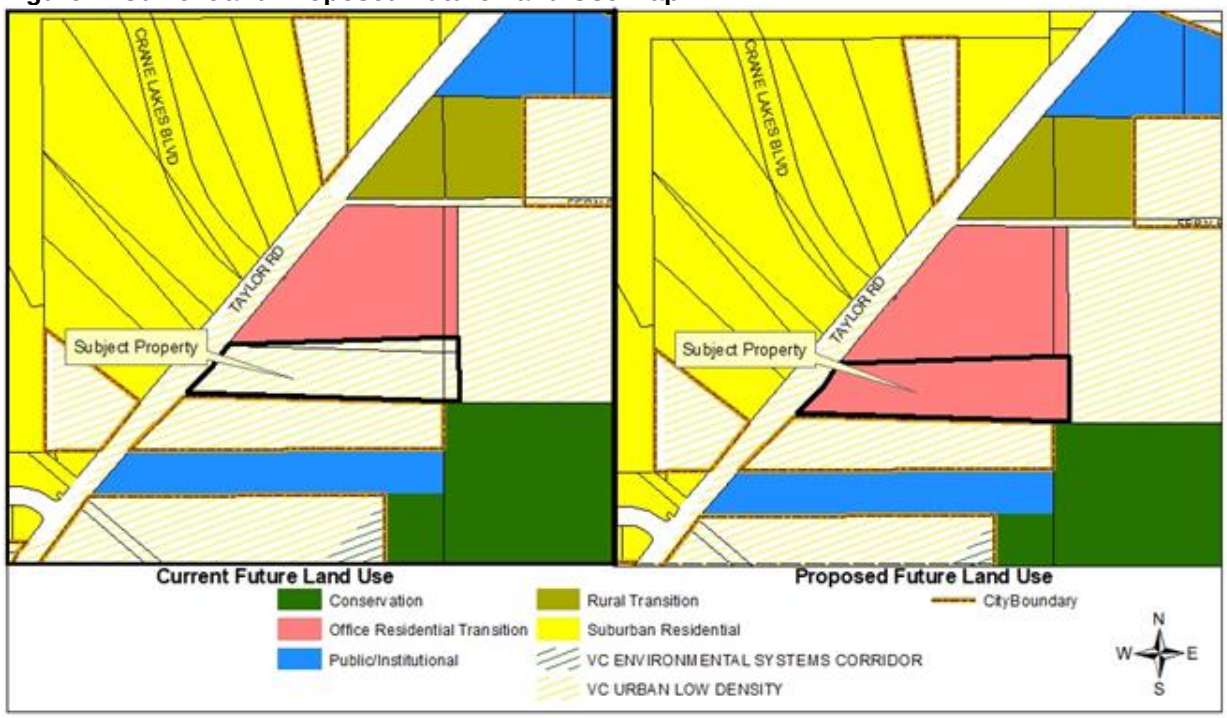
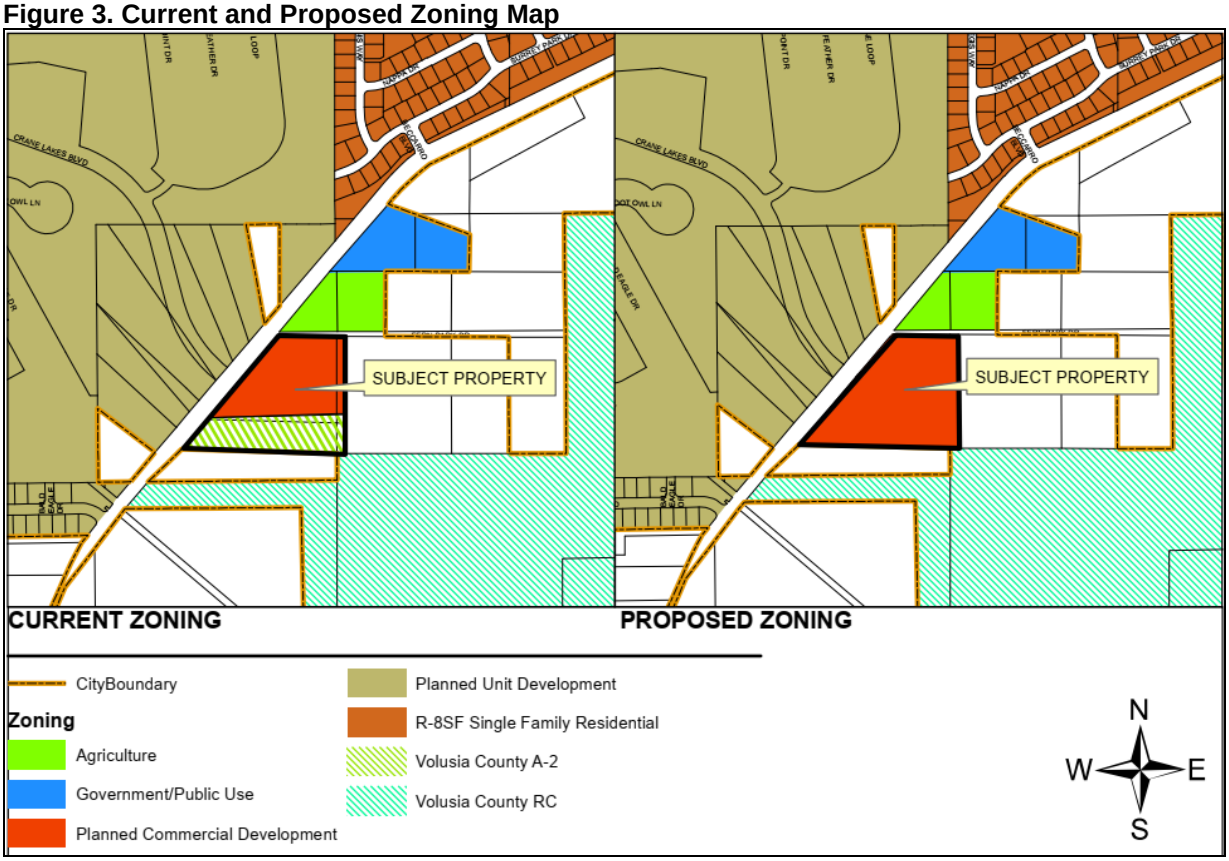


Figure 3. Current and Proposed Zoning Map



DEVELOPMENT PROPOSAL

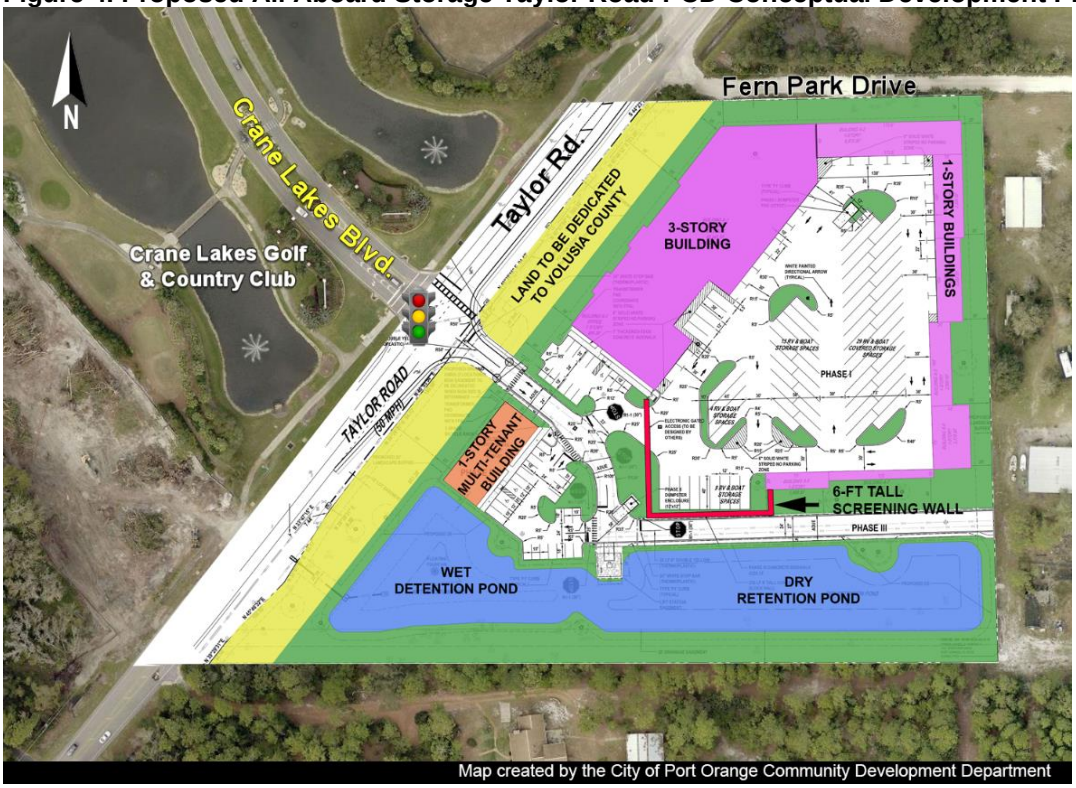
If approved, the All Aboard Storage Taylor Road Master Development Agreement (MDA) and the Conceptual Development Plan (CDP) will provide the regulatory framework for the development of the subject property with a 3-story self-storage building, seven 1-story self-storage buildings, covered RV/boat parking and a 6,000 square-foot multi-tenant building for office and limited retail uses (See Ordinance Exhibit). According to the applicant, the proposed development is similar to the All Aboard Westport Storage self-storage and office facility located on the east side of Williamson Boulevard, south of Taylor Road.

The following discussion will focus on the significant aspects of the proposed MDA and CDP such as general site layout, access, dimensional requirements, landscape buffers, utilities, and drainage areas. There are no deviations from the development regulations in the LDC as part of the proposed MDA. The use of the Planned Commercial Development (PCD) zoning rather than conventional zoning was to limit the permitted uses on the subject and limited the number of vehicular trips generated. If approved and there are changes to the PCD, an amendment would be required to go before the Planning Commission and City Council.

General Layout

The Conceptual Development Plan (CDP) shows the general layout of the proposed self-storage buildings, future multi-tenant building, covered RV and boat storage, stormwater improvements, tree preservation areas, sidewalks, access off Taylor Road, landscape buffers and parking areas (Figure 4 of the Staff Report and Exhibit B of the MDA).

Figure 4. Proposed All Aboard Storage Taylor Road PCD Conceptual Development Plan



Dimensional Requirements

The proposed MDA provides the dimensional requirements for the development. The proposed maximum building coverage, minimum open space, building setbacks, and building height are generally based on similar City standard commercial zoning districts (see Table 1). The proposed dimensional requirements are equal to or greater than those required in the LDC for a PCD or similar commercial zoning districts.

Table 1. Dimensional Requirements

Zoning District	Maximum Building Coverage	Minimum Open Space	Taylor Road Building Setback	North Side Building Setback	South Side Building Setback	East Building Setback	Maximum Building Height
All Aboard Storage Taylor Road PCD	35%	40%	25 ft.	30 ft.	40 ft.	25 ft.	45 ft.
Planned Commercial Development (PCD)	35%	30%	20 ft.	As determined by most similar zoning district	10 ft.	As determined by most similar zoning district	45 ft.
Community Commercial (CC)	35%	30%	20 ft.	15 ft.	10 ft.	25 ft.	45 ft.
Office Residential Transition (ORT)	35%	30%	20 ft.	10 ft.	10 ft.	25 ft.	45 ft.

Access and Parking

Access to the development will be provided at the signalized intersection of Taylor Road and Crane Lakes Boulevard. As indicated in the MDA, the developer of the property will be required to install the 4th traffic signal head at the intersection of Taylor Road and Crane Lakes Boulevard along with any required pedestrian improvements at the intersection. The proposed parking for the self-storage facility and future multi-tenant building will comply with the parking ratio, standard parking size dimensions, and drive aisle width requirements of the LDC. As shown on the CDP, an eastbound right-turn lane and a westbound left-turn lane at the Taylor Road/Crane Lakes Boulevard intersection will be required at the time the property is developed.

The MDA requires an access easement agreement with the adjacent property owner to the east prior to approval of the site plan to allow these properties access through the subject. The CDP shows the general location of the access drive and the stub-out.

According to the applicant, staffed operating hours will be Monday through Saturday, 8:00 a.m. to 6:00 p.m. and self-access to the storage facility is available 7 days per week from 6:00 a.m. to 10:00 p.m. Internal and external camera surveillance will monitor movement throughout the buildings and around the site. The lock on the entrance and exit gate to the storage area can be set on a timer to restrict access.

Traffic

According to the preliminary traffic analysis prepared by LTG Engineering and Planning, there could be a potential for 32 P.M. peak hour trips and 286 daily trips to be generated by the overall project. Based on the preliminary traffic analysis, the proposed project will impact segments of Taylor Road between Crane Lakes Boulevard and Summer Trees Road and Williamson Boulevard, north of Taylor Road that are currently over capacity.

As required by the Land Development Code, the developer will need to enter into a Transportation Fair-Share and Concurrency Agreement to pay for part of the scheduled improvements for the impacted areas on the roadway network. Recent Transportation Fair-Share and Concurrency Agreements for development west of I-95 that impacted the same segments this project is anticipated to impact have paid toward the City's future Yorktowne Boulevard extension project, Summer Trees Road extension project, Volusia County Taylor Road winding project, and Volusia County Taylor Brach/Taylor Road corridor Feasibility Study and future design/construction projects.

According to the traffic analysis submitted by LTG, the daily trips along the segment Taylor Road between Summer Trees Road and Crane Lakes Boulevard is slightly over capacity, but the traffic volume at the P.M. peak (4pm to 6pm) for this segment is slight below capacity. As show below in Table 2, the only segment of Taylor Road that is above capacity is the segment between Summer Trees Road and Crane Lakes Boulevard.

Table 2. Roadway Capacity for Taylor Road

Roadway Segment	Maintaining Agency	Adopted Level-of-Service (LOS)	Maximum Capacity	Vehicles per Day	Remaining Capacity	2018 daily LOS
Taylor Road (Williamson Blvd. to I-95)	Volusia County	E	47,560	40,770	6,760 (14%)	C
Taylor Road (Summer Trees Rd. to Williamson Blvd.)	Volusia County	E	37,970	16,030	21,940 (58%)	C
Taylor Road (Crane Lakes Blvd. to Summer Trees Rd.)	Volusia County	E	17,050	17,350	-300 (-1.02%)	F
Taylor Road (Spruce Creek Blvd./Fly-In to Crane Lakes Blvd.)	Volusia County	E	17,050	11,700	5,350 (31%)	C

Source: Volusia County Traffic Engineering, 2018 (most current available data)

As required by the Land Development Code, at the time a site plan is submitted for this proposed development, a new updated traffic study will need to be prepared and reviewed by staff at the City and Volusia County Transportation Engineering Division to fully assess the impacts of the development on the surrounding roadway network at the time the project is completed. Once the official traffic study has been reviewed has

been complete, the developer will be required to enter into a Transportation Fair-Share and Concurrency Agreement with the City, and possibly Volusia County, to pay for part of the scheduled improvements for the impacted areas or other improvement to the roadway network. The Transportation Fair-Share and Concurrency Agreement will be brought forward to the City Council for final approval.

In addition to a fair-share payment for impacts to the roadway network, the developer of the property may be required to construct mobility improvements such as, turn lanes, traffic signal modifications, and sidewalks that are specific to the proposed development.

The future development of the property will require dedication of land to Volusia County for the ultimate 120-foot right-of-way for the Taylor Road widening project. The proposed MDA requires the right-of-way dedication to Volusia County to occur prior to issuance of a Development Order for the site plan. The widening of Taylor Road is currently on the County's Unfunded Needs List, which means it is not in the 5-year Work Plan but would likely get funded prior to projects on the Long-Term Plan List (possibly within 10-15 years).

Tree Preservation, Landscaping, and Wetlands

The proposed development will comply with the landscaping and tree preservation requirements of the LDC, such as perimeter landscaping, foundation building landscaping, parking lot landscaping, and existing tree preservation. A total of nine specimen trees will remain on site. A formal review of the landscaping and tree preservation will occur with the review of the site plan to verify compliance with the proposed MDA and LDC.

A minimum 20-foot wide right-of-way buffer along Taylor Road will be provided which meets the right-of-way buffer requirements in the LDC. A 25-foot buffer along the north property line, 20-foot along the east property line, and 40-foot along the south property line are proposed as required between commercial and residential of this respective intensity/density in the LDC (see Figure 2). The LDC requires a minimum of 65% of the required buffers to be set aside for the preservation of existing trees.

The developer is dedicating approximately 60 feet of frontage along the Taylor Road right-of-way to Volusia County for the future widening of Taylor Road and this area will remain wooded, until Volusia County clears their right-of-way to widen Taylor Road. The required 20-foot right-of-way buffer will be measured from the new right-of-way line to ensure that after the road is widened the required 20-foot buffer is provided.

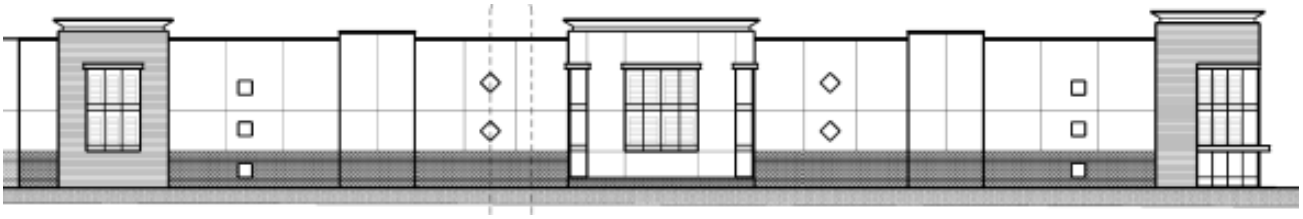
Instead of a 6' screen wall or fence along the east and north property line, the developer is proposing to utilize the rear wall of the self-storage buildings to serve as the screen wall between the development and the residential area to the east and north. The rear walls of the self-storage buildings will be required by the MDA to be designed to be consistent with the architectural design of this development. A 6-foot tall screening wall is proposed to surround the portion of parking along the interior access drive and along the eastern side to provide screening of the RV and boats being storages and exterior garage doors for the storage buildings.

There are nine specimen trees located on the property that are proposed to be preserved as per the specimen tree preservation requirements in the LDC. A formal review for tree preservation to verify compliance with the LDC will occur with the submittal of a tree survey at the time the site plan is reviewed. The proposed MDA also requires any proposed development of the subject property to comply with the City, County, State, or Federal regulations that pertain to protected wildlife species and wetlands.

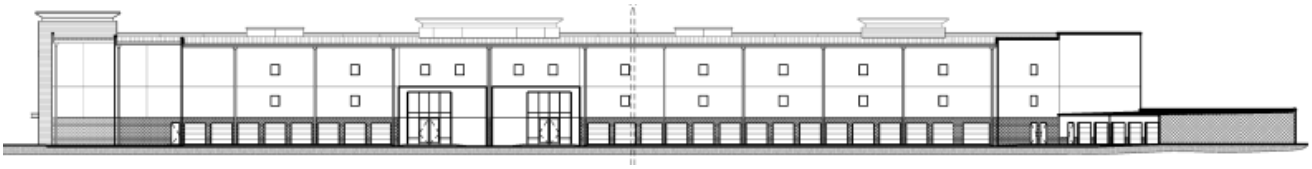
Architecture

The architectural renderings of the 3-story and 1-story self-storage buildings and 1-story multi-tenant building are proposed to be designed to be compatible with one another. The MDA requires each building to be architecturally compatible based on the architectural renderings shown on Exhibit C of the MDA. According to the MDA the 3-story and one-story storage buildings along with the covered RV/boat storage area are to be constructed in Phase 1 of the project and the multi-tenant building is to be constructed in Phase 2. The 3-story and 1-story buildings must be constructed prior to or concurrent with the RV/boat storage area as they provide the required screening for the RV/boat storage area. The proposed 45-foot building height is consistent with the maximum building height allowed in the PCD zoning district and similar to the height requirement in other commercial zoning districts. The covered RV/boat storage canopy will be behind the 3-story self-storage building to reduce the visibility of the RVs and boats being stored from Taylor Road The future multi-tenant building will be required to be designed to be compatible with the self-storage building.

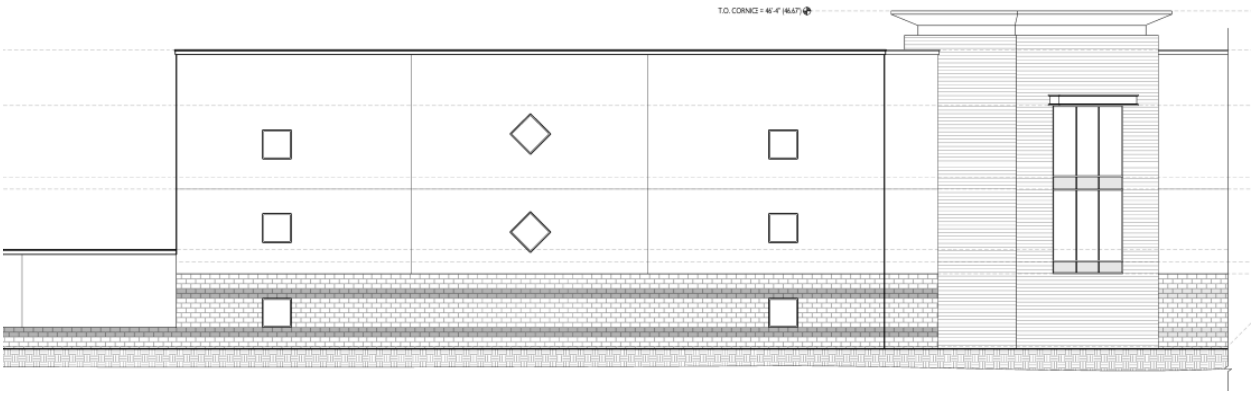
Figure 4. Proposed Building Elevations for All Aboard Taylor Road PCD



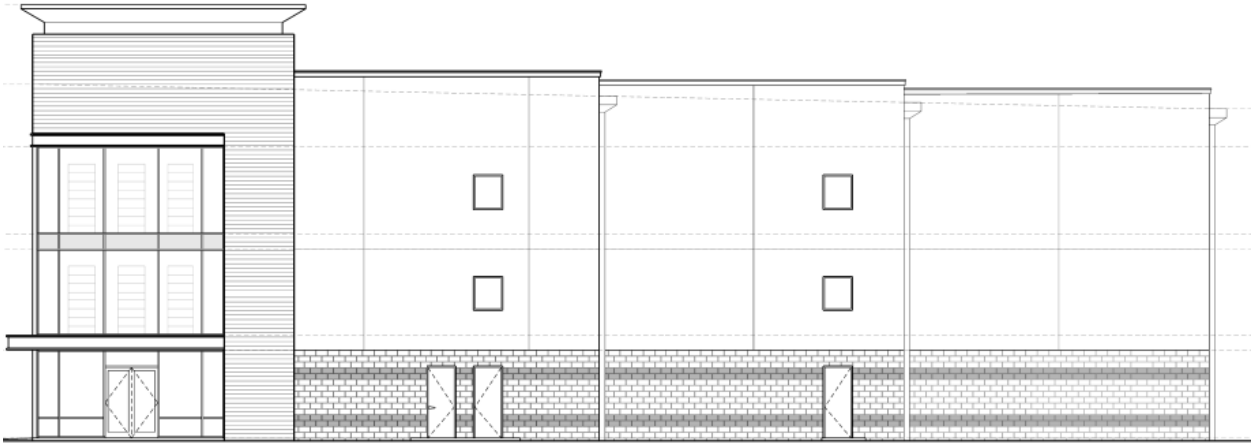
West Elevation – 3-story building Facing Taylor Road



East Elevation – Rear of 3-story Building



North Elevation – 3-story building Facing Fern Park Drive and Taylor Road



South Elevation – 3-story building Interior Entrance, Facing Parking Area

Potable Water, Sanitary Sewer, and Reclaimed Water

The subject property will be served by City potable water, sanitary sewer, and reclaimed water and will comply with the requirements of the LDC and the City's Standard Construction Details for those utilities.

Stormwater Management

The stormwater drainage infrastructure for this project will be in the form of retention ponds as generally depicted on the CDP. The stormwater drainage design will be reviewed with the submittal of the site plan for the subject property. Per the City's Land Development Code, the applicant will be required to construct on-site stormwater facilities, designed to accommodate and treat the 25 year, 24-hour storm event, without causing flooding to adjacent properties or polluting the receiving water bodies.

SMART GROWTH SUMMARY

The proposed overall 10.2-acre All Aboard Storage Taylor Road PCD is an infill development of a vacant parcel, ±6 acres of which is already designated as future non-residential, with access to existing public infrastructure (water, sewer, roads, etc.). The proposed PCD provides storage opportunities along with the potential for limited office, medical office, personal services (beauty salon or pet groomer), and limited retail/services for the surrounding residential area and could potential reduce vehicle

miles traveled for the surrounding residential area to access these commonly used uses.

PUBLIC NOTICE

A Public Notice sign was posted on the site on September 27, 2019. Staff received nine phone calls and one walk-in to review the proposed development plans. A neighborhood meeting was held by the development team on February 24, 2020 at the Crane Lakes clubhouse with approximately 128 attendees present. General concerns included increased traffic and future improvements along Taylor Road, buffering from the right-of-way, appearance of the three-story building, and hours of operation. Attached as Exhibit 2 is the applicant's summary of the neighborhood meeting and the development team's response to the comments raised by the residents that attended the developer's neighborhood meeting.

RECOMMENDATION

Staff recommends approval of the request to rezone ±10.2 acres from Planned Commercial Development (PCD) and Volusia County A-2 (Rural Agriculture) to All Aboard Storage Taylor Road PCD and approval of All Aboard Storage Taylor Road PCD Master Development Agreement (MDA) and Conceptual Development Plan, subject to review and approval of the MDA and CDP by the City Attorney's Office for legal form and content.

ATTACHMENTS

Ordinance Exhibit – All Aboard Storage Taylor Road PCD Master Development Agreement and Conceptual Development Plan
Exhibit 2 – Summary of public meeting from the project engineer

EXHIBIT 2

NEWKIRK ENGINEERING, INC.

CIVIL ENGINEERING - TRANSPORTATION - CEI - LANDSCAPE ARCHITECTURE

1230 N US HWY 1, SUITE 3, ORMOND BEACH, FLORIDA 32174 386-872-7794

February 25, 2020

Gwen Perney
Community Development
1000 City Center Circle
Port Orange, FL 32129

Re: Neighborhood Meeting Summary for All Aboard Storage – 1763 Taylor Road
City Case No.: 19-65000003

Dear Ms. Perney,

The following is a summary of the meeting that occurred **Monday, February 24th, 2020 at 6:30pm-8:30pm** that was held in the Crane Lakes Ballroom, 1850 Crane Lakes Blvd., Port Orange, FL.

Please see the below summary of meeting substance as well as the attached sign in sheets. 128 Neighbors signed-in, however more were counted by the HOA President during the meeting. The Applicant, Andy Clark, and Cody Bogart from NEI were also in attendance.

Meeting Summary:

- Joe Peterson, HOA President, gave an introduction of the project and explained the purpose and scenario of the meeting.
- Andy Clark then took over and explained the history of his company and spelled out his personal and business goals for his company. Andy explained his vision for this property and what it would offer to the surrounding community.
- Cody Bogart with NEI gave a breakdown of the current status of the project and walked through the entire application and review process that had already occurred and what the project's next steps would be after the Neighborhood Meeting. Cody then gave an overview of the project's information (buffers, roadway improvements, building descriptions, phasing, etc.)
- The room was then asked for any concerns and questions. Attendees had the option to write questions and concerns on notecards to be read aloud by Andy and Cody or they could ask for the microphone and ask openly. Below are the questions and concerns addressed as well as the responses that were given:
  - **Concern**: What will the buffer look like now and after any future widening of Taylor Road?
  - **Response**: In the existing conditions, an 81-foot minimum building setback is given (104-feet off edge of pavement). When the widening of Taylor Road occurs, a minimum 25-foot building setback (estimated 40-feet+ off the edge of pavement) will be maintained. Buffers will be planted, and any existing vegetation is to be kept and minimally cleared to be aesthetically pleasing.

  - **Concern**: How much traffic will this site create and how will that increase traffic be mitigated?
  - **Response**: A full traffic impact analysis is currently being conducted to find the most accurate data for this section of Taylor Road. In this report, Lassiter Transportation Group will determine the trips generated in the maximum buildout scenario, existing buildout scenario, and the proposed buildout scenario to compare impacts for different uses and densities. The report will contain specific short- and long-term improvements that could be made to help with existing capacity issues today and further increase capacity in the future. Andy Clark stated that he would be conducting trip counts at his existing sites to show that his storage facilities do not generate large amounts of traffic. Andy is obligated to improve the signal at Crane Lakes Blvd and add or lengthen any turn lanes for this intersection from direct impacts from his

project. Fair Share Agreements can also be made for any improvements down or upstream of this location to help city-wide traffic issues.

- **Concern**: What are the intended hours of operation and how will security be ensured?
- **Response**: The proposed storage buildings are placed to act as a wall. Besides the proposed access gate and some additional wall/fence that connects the gate to the nearest building, the entire storage area is enclosed. Operating hours are Monday thru Saturday, 8am-6pm, and access is available 7 days a week from 6am to 10pm. Internal and External camera surveillance will monitor movement through the building and around the site. The gate will be time locked and require secure credentials or employee permission to gain access. Doors and unit access will include manual and electronic locks with similar credential access restrictions.

- **Concern**: A three story building would be a large "eye-sore" in this area, what will this building look like? It is hard to visualize the color chips on the provided elevations; can a 3D model be made to show the view of the proposed buffer and building?
- **Response**: [Architectural Elevations were provided along with color chips] A 3D rendering is outside of NEI's scope, but Andy will investigate the possibility of having one created. The proposed plan currently does show a 3-story building, however, discussions with Andy have been leaning toward a 2-story building to avoid the eye-sore look and to avoid any over-building. This building is also proposed as multi-storied to block the view of RV's, Boats, and other large vehicles being stored from Taylor Road. Like other new storage facilities, these are becoming more and more modernized and tend to fit in better with their surroundings. Andy's goals with his existing facilities around Volusia County are to upgrade appearances of the storage units and the entire shopping plaza some of them are located in. All Aboard Storage is one of the leaders in modernizing the storage facility business.

- **Concern**: Since there will need to be improvements made to Taylor Road and it is a large site to construct, what is the best estimated duration of construction?
- **Response**: We are currently waiting on the Traffic Analysis and once that is completed, any changes or improvement that are recommended will be incorporated into the CDP. With staff approval, we will be able to go to the first Planning Board Meeting (March 24th Earliest). Assuming a first ruling of recommendation of the project we will then be scheduled for City Council and a vote will be cast. If approved, we would be required to do full site design application and review with the city, county and any other jurisdictional authority. We would hope and anticipate groundbreaking before the end of 2020 and construction to last until the end of 2021.

This summary shall be included in any resubmittal of the project mentioned in the subject line. All application materials shall be turned in with the submittal.

Additional correspondence with the HOA (Contact: Margaret "Peg" Smith) is anticipated regarding additional comments, request for more information, or timeline of the project. NEI will communicate and file any and all information exchanged.

If you have any questions or need additional information, please feel free to call or email me.

Sincerely,

Cody Bogart, EI
Newkirk Engineering, Inc.
(386) 872-7794 - cody@newkirk-engineering.com

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/16/2020

Consent item: No

SUBJECT: (G22) First Reading - Ordinance No. 2020-13 - Annexation/6156 Williamson Blvd. - Thrive Community Church (Case No. 20-10000001)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-13, annexing approximately 8.2 acres of land located at 6156 S. Williamson Boulevard.

SUMMARY: The applicant, Thrive Community Church, Inc., is requesting to annex a ±8.2-acres along with a portion of the adjacent Williamson Boulevard right-of-way into the City. Volusia County requested that a portion of Williamson Boulevard adjacent to the subject parcels be annexed into the City as part of this annexation. This does not change the maintenance of the roadway as Volusia County will remain the maintaining agency for Williamson Boulevard.

If approved, the applicant intends to request the Future Land Use designation for the annexed parcel be changed from Volusia County *Urban Low Intensity* (0.2-4 units/acre) to City of Port Orange *Rural Transition* (0-2 units/acre) and to rezone the annexed parcel to Government Public Use (GPU), to allow the development of a house of worship and fellowship hall. The church has been meeting at Spruce Creek High School since September 2012 and they are in the process of purchasing the subject property for the development of their new permanent church site.

Various City Departments, including Fire and Rescue, Public Utilities, Public Works, Finance, and Parks and Recreation have reviewed the annexation request and based on the impact analysis there is adequate capacity to accommodate the proposed annexation.

The staff report is attached for detail.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ord. No. 2020-13 with exhibits	Ord 2020-13 Thrive ANNEXATION.pdf
2.	Staff Report	Staff Report - Thrive Community Church Annexation.pdf

Penelope Cruz	Created/Initiated - 5/27/2020
Tim Burman	Approved - 5/27/2020
Shannon Balmer	Approved - 6/3/2020
Jake Johansson	Approved - 6/4/2020
Robin Fenwick	Final Approval - 6/5/2020

ORDINANCE NO. 2020-13

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ANNEXING APPROXIMATELY ±8.2 ACRES OF PROPERTY LOCATED AT 6156 WILLIAMSON BOULVARD; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the owner of real property in an unincorporated area of Volusia County, Florida, contiguous to the boundary of the City of Port Orange and reasonably compact, has petitioned the governing body of the City of Port Orange that said property be annexed to and become part of Port Orange, Florida; and

WHEREAS, the City Council of the City of Port Orange, Florida, has determined that the petition is a bona fide request by the owner of real property in the area proposed to be annexed; and

WHEREAS, the City Council of the City of Port Orange, Florida, finds that it is in the best interest of the citizens of the City of Port Orange to annex said territory into the corporate limits of the City of Port Orange; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange hereby annexes the parcel of land described on **Exhibit "A"**, attached hereto and incorporated herein by reference, being in the County of Volusia and contiguous to the boundary lines of the City of Port Orange into the City of Port Orange and said parcel shall be subject to the jurisdiction, obligations, benefits and privileges of the City of Port Orange.

Section 2. The boundary lines of the City of Port Orange are hereby changed and redefined, including the annexed land, as described in **Exhibit "B",** attached hereto and

made a part hereof by reference.

Section 3. Upon approval at first reading, the City Clerk is hereby directed to publish Notice of Annexation as required by Section 171.044(2), Florida Statutes (2019), at least once each week for two (2) consecutive weeks in a newspaper of general circulation in the City of Port Orange or Volusia County and to provide a copy of said notice via certified mail to the Volusia County Council.

Section 4. Within seven (7) days, after adoption of this ordinance, the City Clerk is directed to file the original of said ordinance with the Clerk of the Circuit Court and the chief administrative officer of Volusia County and the Department of State.

Section 5. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed to the extent of such conflict.

Section 6. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of 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 7. This ordinance shall become effective as provided by general law.

_____
MAYOR DONALD O. BURNETTE

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Passed on first reading this day of

Passed and adopted on second and final reading this day of

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

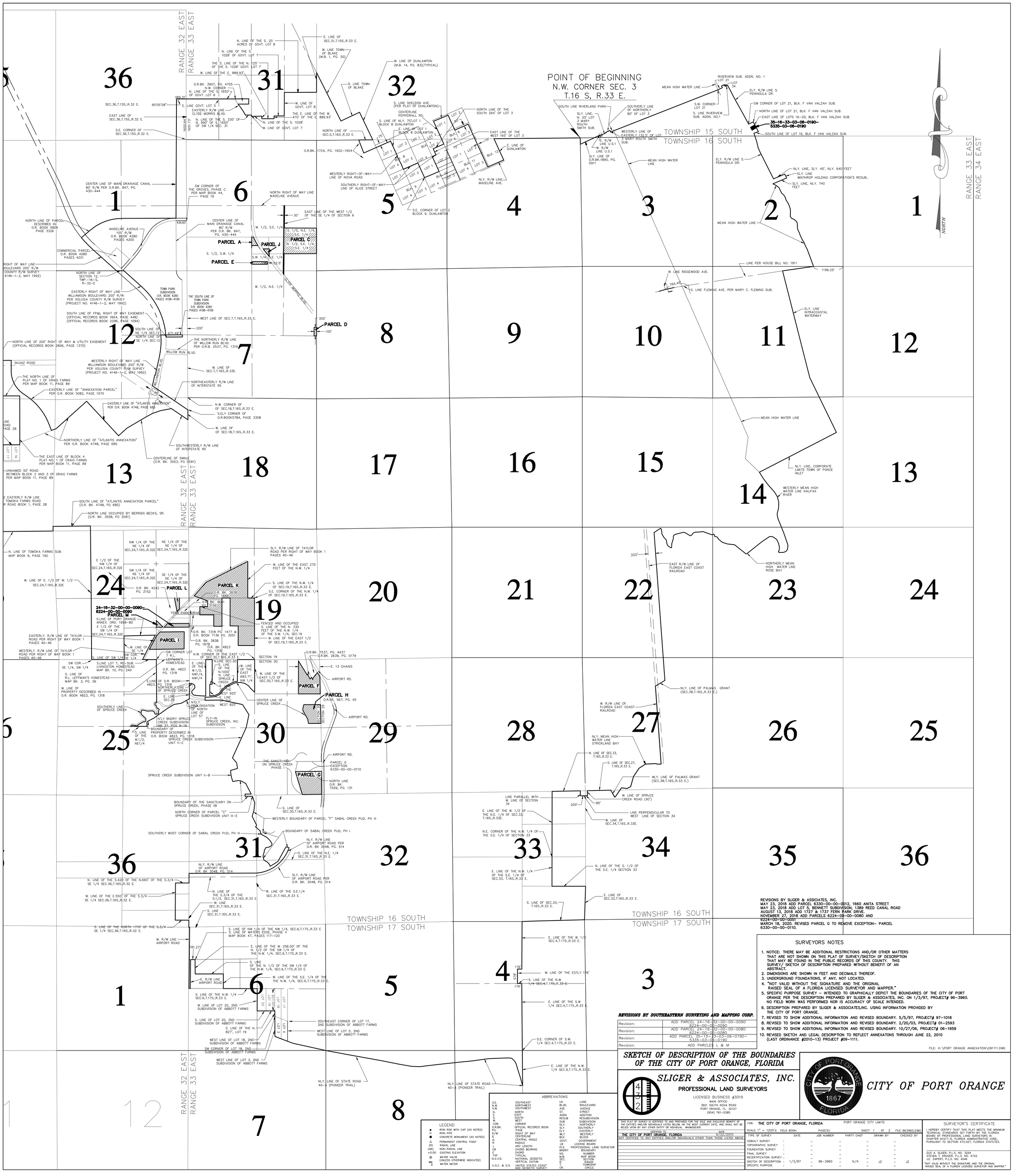
EXHIBIT “A”

LEGAL DESCRIPTION

BEING A PORTION OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST, LYING WEST OF WILLIAMSON BOULEVARD, A VARYING WIDTH RIGHT-OF-WAY, ALL LYING IN VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS,

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL "K" AS SHOWN ON PLAT OF THE SANCTUARY ON SPRUCE CREEK, PHASE I, ACCORDING TO THE MAP OR PLAT LOCATED IN MAP BOOK 45, PAGES 48 THROUGH 51, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 89 DEGREES 56 MINUTES 40 SECONDS EAST, A DISTANCE OF 371.59 FEET TO THE MONUMENTED WESTERLY RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD, VARYING RIGHT-OF-WAY AS SHOWN IN RIGHT-OF-WAY MAP, PROJECT NUMBER 4740-2, DATED 01/15/2008, SAID POINT ALSO BEING ON A CURVE, CONCAVE NORTHEASTERLY AND TO THE LEFT HAVING A CENTRAL ANGLE OF 05 DEGREES 50 MINUTES 32 SECONDS, A RADIUS OF 1959.86 FEET, A CHORD BEARING SOUTH 03 DEGREES 15 MINUTES 41 SECONDS WEST, A CHORD LENGTH OF 199.73 FEET, THENCE ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD A ARC DISTANCE OF 199.82 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY MONUMENTED RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD SOUTH 00 DEGREES 20 MINUTES 26 SECONDS WEST, A DISTANCE OF 192.38 FEET TO A POINT ON LINE OF THE RIGHT-OF-WAY LINE AS SHOWN ON AFORESAID RIGHT-OF-WAY MAP ALSO BEING THE NORTH LINE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 7559, PAGE 131, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 89 DEGREES 57 MINUTES 13 SECONDS WEST A DISTANCE OF 948.83 FEET TO A POINT ON THE EASTERLY PROPERTY LINE OF LOT 12 ALSO BEING THE SOUTHEAST CORNER OF PARCEL "O" ACCORDING TO SAID PLAT OF THE SANCTUARY ON SPRUCE CREEK, PHASE I, THENCE NORTH 10 DEGREES 33 MINUTES 25 SECONDS EAST ALONG THE EAST LINE OF PARCEL "O", A DISTANCE OF 398.45 FEET, THENCE NORTH 89 DEGREES 56 MINUTES 40 SECONDS EAST, A DISTANCE OF 516.73 FEET TO THE POINT OF BEGINNING. DESCRIBED LAND CONTAINS 358,504 SQUARE FEET OR 8.2 ACRES MORE OR LESS.

EXHIBIT "B"



REVISIONS BY SLIGER & ASSOCIATES, INC.
MAY 23, 2018 ADD PARCEL 6330-00-00-0012, 1660 ANITA STREET
MAY 23, 2018 ADD LOT 5, BENNETT SUBDIVISION, 1389 REED CANAL ROAD
AUGUST 13, 2018 ADD 1727 & 1737 FERN PARK DRIVE.
NOVEMBER 27, 2018 ADD PARCELS 6224-00-00-0080 AND 6224-00-00-0051
MARCH 18, 2020. REVISED PARCEL G TO REMOVE EXCEPTION- PARCEL 6330-00-00-0110.

SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/ SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
4. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
5. SPECIFIC PURPOSE SURVEY – INTENDED TO GRAPHICALLY DEPICT THE BOUNDARIES OF THE CITY OF PORT ORANGE PER THE DESCRIPTION PREPARED BY SLIGER & ASSOCIATES, INC. ON 1/3/97, PROJECT# 96-3960. NO FIELD WORK WAS PERFORMED NOR IS ACCURACY OF SCALE INTENDED.
6. DESCRIPTION PREPARED BY SLIGER & ASSOCIATES,INC. USING INFORMATION PROVIDED BY THE CITY OF PORT ORANGE.
7. REVISED TO SHOW ADDITIONAL INFORMATION AND REVISED BOUNDARY. 5/5/97, PROJECT# 97-1018
8. REVISED TO SHOW ADDITIONAL INFORMATION AND REVISED BOUNDARY. 2/20/03, PROJECT# 01-2593
9. REVISED TO SHOW ADDITIONAL INFORMATION AND REVISED BOUNDARY. 10/27/06, PROJECT# 06-1959
10. REVISED SKETCH AND LEGAL DESCRIPTION TO REFLECT ANNEXATONS THROUGH JUNE 22, 2010 (LAST ORDINANCE #2010-13) PROJECT #09-1111.

FILE: K:\PORT ORANGE ANNEXATION\091111.DWG

REVISIONS BY SOUTHEASTERN SURVEYING AND MAPPING CORP.

Revision:	ADD PARCEL 24-16-32-00-00-0090 6224-00-00-0090
Revision:	ADD PARCEL 24-16-32-00-00-0080 6224-00-00-0080
Revision:	ADD PARCEL 35-15-33-03-06-0190- 5335-03-06-0190
Revision:	ADD PARCLES L & M

LEGEND

- ● IRON ROD WITH CAP (AS NOTED)
- ○ IRON PIPE
- ■ CONCRETE MONUMENT (AS NOTED)
- △ PERMANENT CONTROL POINT
- (R) RADIAL LINE
- (NR) NON-RADIAL LINE
- +0.00 EXISTING ELEVATION
- ⊗ WATER VALVE (UNLESS OTHERWISE INDICATED)
- WM WATER METER

ABBREVIATIONS

S.E.	SOUTHEAST	LN.	LANE
N.W.	NORTHWEST	BLVD.	BOULEVARD
S.W.	SOUTHWEST	AVE.	AVENUE
N.	NORTH	ST.	STREET
E.	EAST	ADDN	ADDITION
S.	SOUTH	RESUB	RESUBDIVISION
W.	WEST	SUB	SUBDIVISION
COR.	CORNER	NLY.	NORTHERLY
O.R.BK.	OFFICIAL RECORDS BOOK	SLY.	SOUTHERLY
PG.	PAGE	ELY.	EASTERLY
R/W	RIGHT OF WAY	WLY.	WESTERLY
℄	CENTERLINE	BLK.	BLOCK
Δ	CENTRAL ANGLE	GOVT.	GOVERNMENT
R	RADIUS	LB	LICENSE BOARD
L	ARC LENGTH	PLS	PROFESSIONAL LAND SURVEYOR
CB	CHORD BEARING	BNDRY	BOUNDARY
C	CHORD	NO.	NUMBER
TYP	TYPICAL	M.B.	MAP BOOK
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM	SEC.	SECTION
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY	R.	RANGE
		T.	TOWNSHIP
		CIR.	CIRCLE

SKETCH OF DESCRIPTION OF THE BOUNDARIES OF THE CITY OF PORT ORANGE, FLORIDA

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS #3019
MAIN OFFICE:
3921 SOUTH NOVA ROAD
PORT ORANGE, FL. 32127
(904) 761-5385

CITY OF PORT ORANGE

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

CERTIFIED TO: DATE
THE CITY OF PORT ORANGE, FLORIDA 6/27/2010
NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE.

FOR: THE CITY OF PORT ORANGE, FLORIDA — PORT ORANGE CITY LIMITS
SCALE: 1" = 1200'± FIELD BOOK: PAGE(S): SHEET 1 OF 2 FILE: 963960.DWG

TYPE OF SURVEY	DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
ASBUILT SURVEY :	–	–	–	–	–
TOPOGRAPHIC SURVEY :	–	–	–	–	–
FOUNDATION SURVEY :	–	–	–	–	–
FINAL SURVEY :	–	–	–	–	–
RECERTIFICATION SURVEY :	–	–	–	–	–
SKETCH OF DESCRIPTION :	1/3/97	96-3960	N/A	JZ	JZ
SPECIFIC PURPOSE :	–	–	–	–	–

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GUS A. SLIGER, P.L.S. NO. 3254
STEVEN T. KRUGER, P.L.S. NO. 4722
J.E. ZAPERT, P.L.S. NO. 4046

"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

TOWNSHIP 15 SOUTH
TOWNSHIP 16 SOUTH

RANGE 31 EAST
RANGE 32 EAST

TOWNSHIP 16 SOUTH
TOWNSHIP 17 SOUTH

RANGE 31 EAST
RANGE 32 EAST

I-4

HURON

SHUNZ ROAD

NORTH LINE OF SECTION 24, TWP.-16-S, R-31-E

NORTH LINE OF SECTION 19, TWP.-16-S, R-32-E

NORTH LINE OF SECTION 20, TWP.-16-S, R-32-E

875'

SOUTH RIGHT OF WAY LINE INTERSTATE HWY. 4 (STATE HWY. 400)

NORTH LINE OF SW 1/4, SW 1/4, SECTION 24, TWP-16-S, R-31-E (STATE HWY. 400)

WEST LINE OF SECTION 24, TWP.-16-S, R-31-E

EAST LINE OF SW 1/4, SW 1/4, SECTION 24, TWP-16-S, R-31-E (STATE HWY. 400)

NORTH LINE OF SW 1/4, SW 1/4, SECTION 24, TWP-16-S, R-31-E (STATE HWY. 400)

NORTH LINE OF WEST 1/2 SEC.25,T.16S.,R.31 E.

SOUTH LINE OF SECTION 23, TWP.-16-S, R-31-E

WEST LINE OF SECTION 26, TWP.-16-S, R-31-E

SOUTH RIGHT OF WAY LINE INTERSTATE HWY. 4 (STATE HWY. 400)

EAST LINE OF SECTION 26, TWP.-16-S, R-31-E

EAST LINE OF WEST 1/2 SEC.25,T.16S.,R.31 E.

SOUTH LINE OF SECTION 26, TWP.-16-S, R-31-E

SOUTH LINE OF WEST 1/2 SEC.25,T.16S.,R.31 E.

WEST LINE OF SECTION 36, TWP.-16-S, R-31-E

SOUTH LINE OF SECTION 36, TWP.-16-S, R-31-E

SOUTH LINE OF SECTION 31, TWP.-16-S, R-32-E

SOUTH LINE OF SECTION 32, TWP.-16-S, R-32-E

WEST LINE OF THE EAST 875' OF SECTION 20, TWP.-16-S, R-32-E

EAST LINE OF SECTION 20, TWP.-16-S, R-32-E

WEST LINE OF THE EAST 875' OF SECTION 29, TWP.-16-S, R-32-E

EAST LINE OF SECTION 29, TWP.-16-S, R-32-E

WEST LINE OF THE EAST 875' OF SECTION 32, TWP.-16-S, R-32-E

EAST LINE OF SECTION 32, TWP.-16-S, R-32-E

EAST LINE OF SECTION 10, TWP.-16-S, R-32-E

SOUTH LINE OF 200' RIGHT OF WAY & UTILITY EASEMENT (OFFICIAL RECORDS BOOK 2806, PAGE 1370)

SOUTHEAST CORNER SECTION 10, TWP.-16-S, R-32-E

NORTH LINE OF 200' RIGHT OF WAY & UTILITY EASEMENT (OFFICIAL RECORDS BOOK 2806, PAGE 1370)

WEST LINE OF SEC.15,T.16S.,R.32 E.

SOUTH LINE OF THE NORTH 3725.24' OF SECTION 15, TWP.-16-S, R-32-E

3725.24'

2057.06

SHUNZ ROAD

THE NORTH LINE OF PLAT NO. 1 OF CRAIG FARMS PER MAP BOOK 11, PAGE 89

EASTERLY LINE OF "ANNEXATION PARCEL" PER O.R. BOOK 5082, PAGE 1970

THE EASTERLY R/W LINE OF TOMOKA FARMS ROAD PER ROAD BOOK 1, PAGE 28

NORTH LINE OF LOT 2 AND LOTS 16, 17 & 18, BLOCK 3

LOT 2 | LOT 1 | LOT 18 | LOT 17 | LOT 16

THE EAST LINE OF BLOCK 4 PLAT NO. 1 OF CRAIG FARMS PER MAP BOOK 11, PAGE 89

UNNAMED 50' ROAD BETWEEN BLOCK 2 AND 3 OF CRAIG FARMS PER MAP BOOK 11, PAGE 89

THE EASTERLY R/W LINE OF TOMOKA FARMS ROAD PER ROAD BOOK 1, PAGE 28

N. LINE OF TOMOKA FARMS SUB. MAP BOOK 6, PAGE 192

CENTER LINE OF MAI
80' R/W PER O.R.BK
430-444

NORTH LINE OF PARCEL DESCRIBED IN O.R. BOOK 5804 PAGE 3326

COMMERCIAL PARCEL O.R. BOOK 4280 PAGES 4201

WESTERLY RIGHT OF WAY LINE WILLIAMSON BOULEVARD 200' R/W PER VOLUSIA COUNTY R/W SURVEY (PROJECT NO. 4146-1-2, MAY 1992)

NORTH LINE OF SECTION 12, TWP.-16-S, R-32-E

EASTERLY RIGHT OF WAY LINE WILLIAMSON BOULEVARD 200' R
PER VOLUSIA COUNTY R/W SUR
(PROJECT NO. 4146-1-2, MAY 1

SOUTH LINE OF FP&L RIGHT OF
(OFFICIAL RECORDS BOOK 1664,
(OFFICIAL RECORDS BOOK 2296,

NORTHERLY LINE OF "ATLANTIS AN
PER O.R. BOOK 4748, PAGE 685

SOUTH LINE OF "ATLANT
(O.R. BK. 4748, PG 685

NORTH LINE OCCUP
(O.R. BK. 3558, PG

E 1/2 OF THE
NW 1/4 OF
SEC.24,T.16S.,R.3

W. LINE OF E. 1/2 OF W. 1/2 SEC.24,T.16S.,R.32E

24-16-32-0
6224-00-00
PARC

S.LINE OF POR
ANNEX. ORD.
E 1/2 OF THE
SW 1/4 OF
SEC.24,T.16S.,R.3

EASTERLY. R/W LINE OF TAYLOR ROAD PER RIGHT OF WAY BOOK 1 PAGES 40-46

WESTERLY. R/W LINE OF TAYLOR ROAD PER RIGHT OF WAY BOOK 1 PAGES 40-46

S. LINE OF SW 1

SW COR. SE 1/4, SW 1/4

S.LINE LOT 7, LIVINGSTON HO MAP BK. 10,

S. LINE OF R.L. LEFFMAN'S HOMESTEAD MAP BK. 3, PG. 56

W. LINE OF PROPERTY DESCRIBED IN O.R. BOOK 4823, PG. 1318

SOUTHERLY LI
OF SPRUCE C

N. LINE OF THE S.4
SE 1/4 SEC.36,T.16

W. LINE OF THE E.55
SE 1/4 SEC.36,T.16S.

S. LINE OF THE
SE 1/4 SEC.36,

SURVEYORS NOTES

1. NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY/SKETCH OF DESCRIPTION THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY. THIS SURVEY/ SKETCH OF DESCRIPTION PREPARED WITHOUT BENEFIT OF AN ABSTRACT.
2. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.
3. UNDERGROUND FOUNDATIONS, IF ANY, NOT LOCATED.
4. "NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."
5. SPECIFIC PURPOSE SURVEY – INTENDED TO GRAPHICALLY DEPICT THE BOUNDARIES OF THE CITY OF PORT ORANGE PER THE DESCRIPTION PREPARED BY SLIGER & ASSOCIATES, INC. ON 1/3/97, PROJECT# 96-3960. NO FIELD WORK WAS PERFORMED NOR IS ACCURACY OF SCALE INTENDED.
6. DESCRIPTION PREPARED BY SLIGER & ASSOCIATES,INC. USING INFORMATION PROVIDED BY THE CITY OF PORT ORANGE.
7. REVISED TO SHOW ADDITIONAL INFORMATION AND REVISED BOUNDARY. 5/5/97, PROJECT# 97-1018
8. REVISED TO SHOW ADDITIONAL INFORMATION AND REVISED BOUNDARY. 2/20/03, PROJECT# 01-2593
9. REVISED TO SHOW ADDITIONAL INFORMATION AND REVISED BOUNDARY. 10/27/06, PROJECT# 06-1959
10. REVISED SKETCH AND LEGAL DESCRIPTION TO REFLECT ANNEXATONS THROUGH JUNE 22, 2010 (LAST ORDINANCE #2010-13) PROJECT #09-1111.

LEGEND

- ● IRON ROD WITH CAP (AS NOTED)
- ○ IRON PIPE
- ■ CONCRETE MONUMENT (AS NOTED)
- △ PERMANENT CONTROL POINT
- (R) RADIAL LINE
- (NR) NON-RADIAL LINE
- +0.00 EXISTING ELEVATION
- ⊗ WATER VALVE (UNLESS OTHERWISE INDICATED)
- WM WATER METER

ABBREVIATIONS

S.E.	SOUTHEAST	LN.	LANE
N.W.	NORTHWEST	BLVD.	BOULEVARD
S.W.	SOUTHWEST	AVE.	AVENUE
N.	NORTH	ST.	STREET
E.	EAST	ADDN	ADDITION
S.	SOUTH	RESUB	RESUBDIVISION
W.	WEST	SUB	SUBDIVISION
COR.	CORNER	NLY.	NORTHERLY
O.R.BK.	OFFICIAL RECORDS BOOK	SLY.	SOUTHERLY
PG.	PAGE	ELY.	EASTERLY
R/W	RIGHT OF WAY	WLY.	WESTERLY
℄	CENTERLINE	BLK.	BLOCK
Δ	CENTRAL ANGLE	GOVT.	GOVERNMENT
R	RADIUS	LB	LICENSE BOARD
L	ARC LENGTH	PLS	PROFESSIONAL LAND SURVEYOR
CB	CHORD BEARING	BNDRY	BOUNDARY
C	CHORD	NO.	NUMBER
TYP	TYPICAL	M.B.	MAP BOOK
N.G.V.D.	NATIONAL GEODETIC VERTICAL DATUM	SEC.	SECTION
		R	RANGE
U.S.C. & G.S.	UNITED STATES COAST AND GEODETIC SURVEY	T	TOWNSHIP
		CIR.	CIRCLE

SKETCH OF DESCRIPTION OF THE BOUNDARIES OF THE CITY OF PORT ORANGE, FLORIDA

SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS #3019
MAIN OFFICE:
3921 SOUTH NOVA ROAD
PORT ORANGE, FL. 32127
(904) 761-5385

CITY OF PORT ORANGE

THIS PLAT OF SURVEY IS CERTIFIED TO AND PREPARED FOR THE SOLE AND EXCLUSIVE BENEFIT OF THE ENTITIES AND/OR INDIVIDUALS LISTED BELOW, ON THE MOST CURRENT DATE, AND SHALL NOT BE RELIED UPON BY ANY OTHER ENTITY OR INDIVIDUAL WHOMSOEVER.

CERTIFIED TO	DATE
THE CITY OF PORT ORANGE, FLORIDA	6/22/2010

NOT CERTIFIED TO ANY ENTITIES AND/OR INDIVIDUALS OTHER THAN THOSE LISTED ABOVE.

FOR: THE CITY OF PORT ORANGE, FLORIDA

PORT ORANGE CITY LIMITS
FILE: K:\PORT ORANGE ANNEXATION\091111.DWG

SCALE: 1" = 1200'± FIELD BOOK: PAGE(S): SHEET 2 OF 2

TYPE OF SURVEY	DATE	JOB NUMBER	PARTY CHIEF	DRAWN BY	CHECKED BY
ASBUILT SURVEY :	–	–	–	–	–
TOPOGRAPHIC SURVEY :	–	–	–	–	–
FOUNDATION SURVEY :	–	–	–	–	–
FINAL SURVEY :	–	–	–	–	–
RECERTIFICATION SURVEY :	–	–	–	–	–
SKETCH OF DESCRIPTION :	1/3/97	96-3960	N/A	JZ	JZ
SPECIFIC PURPOSE :	–	–	–	–	–

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAT MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES.

GUS A. SLIGER, P.L.S. NO. 3254
STEVEN T. KRUGER, P.L.S. NO. 4722
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LEGAL DESCRIPTION FOR THE CITY LIMITS OF PORT ORANGE, FLORIDA (PREPARED BY SLIGER & ASSOCIATES, INC.) (LAST REVISED NOVEMBER 27, 2018)
ALL THAT PARCEL OF LAND BEING A PORTION OF:

TOWNSHIP 16 SOUTH, RANGE 33 EAST; TOWNSHIP 15 SOUTH, RANGE 33 EAST; TOWNSHIP 15 SOUTH, RANGE 32 EAST; TOWNSHIP 16 SOUTH, RANGE 32 EAST; AND TOWNSHIP 17 SOUTH, RANGE 33 EAST; BEING LOCATED WITHIN THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, PUBLIC LAND SURVEYS IN THE STATE OF FLORIDA;

THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SECTION 3 , TO THE SOUTHERLY LINE OF THE FOLLOWING DESCRIBED PROPERTY, AS RECORDED IN OFFICIAL RECORDS BOOK 1890, PAGE 0911, PUBL````IC RECORDS OF VOLUSIA COUNTY, FLORIDA:

((O.R.B. 1890, PAGE 0911) LOT 4, SUB. OF U.S. GOVERNMENT LOT 1, IN SECTION 34, TOWNSHIP 15 SOUTH, RANGE 33 EAST, AS LAYS WESTERLY OF U.S. HIGHWAY #1, AS RECORDED IN MAP BOOK 3, PAGE 136, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; ALSO PART OF GOVERNMENT LOT 1, LYING NORTH OF DOUGHERTY CANAL AND WEST OF U.S. HIGHWAY #1, SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 5 OF SAID SUBDIVISION IN SECTION 34, TOWNSHIP 15 SOUTH, RANGE 33 EAST, AND/OR THE NORTHWEST CORNER OF SAID LOT 1 IN SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, RUN THENCE S0°06'30"E, ALONG SAID WEST LINE OF LOT 1, SECTION 3, A DISTANCE OF 409.1 FEET TO A POINT THEREIN; THENCE N64°58'03'E, A DISTANCE OF 867.30 FEET TO A POINT IN THE WESTERLY LINE OF THE 100 FOOT RIGHT-OF-WAY OF U.S. HIGHWAY #1, AS NOW OCCUPIED AND ESTABLISHED; THENCE N21°23'44"W, ALONG SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 488.6 FEET TO ITS INTERSECTION WITH THE NORTH LINE OF LOT 5, A SUB. OF LOT 1, SECTION 34, TOWNSHIP 15 SOUTH, RANGE 33 EAST, AFORESAID, THENCE S60°39'46"W ALONG SAID NORTH LINE OF LOT 5, A DISTANCE OF 696.93 FEET TO THE NORTHWEST CORNER THEREOF; THENCE S 0°17'00"W, ALONG THE WEST LINE FO LOT 5, A DISTANCE OF 72.0 FEET TO THE POINT OF BEGINNING, CONTAINING 8.69 ACRES.)

THENCE NORTHEASTERLY ALONG SAID SOUTHERLY LINE, TO A POINT IN THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY #1 (RIDGEWOOD AVENUE);

THENCE EASTERLY TO THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF U.S. HIGHWAY #1 WITH THE SOUTHERLY LINE OF THE NORTHERLY 20 FEET OF LOT 3, MARY ROUTH SMITH SUBDIVISION, AS RECORDED IN MAP BOOK 6, PAGE 53, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF THE NORTHERLY 20 FEET OF SAID LOT 3 TO THE EASTERLY LINE OF THE WESTERLY 175 FEET OF THE NORTHERLY 20 FEET OF SAID LOT 3;
THENCE NORTHERLY ALONG THE EASTERLY LINE OF SAID WESTERLY 175 FEET TO THE SOUTHERLY LINE OF RIVERLAND PARK, AS RECORDED IN MAP BOOK 9, PAGE 10, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE SOUTHERLY LINE OF SAID RIVERLAND PARK TO THE WESTERLY LINE OF THE EASTERLY 132.5 FEET OF SAID LOT 3;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE, TO THE SOUTHERLY LINE OF THE NORTHERLY 80 FEET OF SAID LOT 3;

THENCE EASTERLY ALONG SAID SOUTHERLY LINE OF THE NORTHERLY 80 FEET, TO THE MEAN HIGH WATER LINE ON THE WESTERLY SHORE OF THE HALIFAX RIVER;

THENCE EASTERLY ACROSS SAID HALIFAX RIVER, TO THE SOUTHWEST CORNER OF LOT 21, RIVERVIEW SUBDIVISION ADDITION NO. 1, AS RECORDED IN MAP BOOK 19, PAGE 210, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE SOUTH LINE OF SAID LOT 21 AND THE EASTERLY PROLONGATION THEREOF, TO THE SOUTHWEST CORNER OF LOT 34, SAID RIVERVIEW SUBDIVISION, ADDITION NO. 1;

THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 34, TO THE NORTH LINE OF SAID LOT 34;

THENCE EASTERLY ALONG SAID NORTH LINE OF LOT 34, TO THE EAST LINE OF SAID LOT 34;

THENCE SOUTHERLY ALONG SAID EAST LINE OF LOT 34, TO THE SOUTH LINE OF SAID RIVERVIEW SUBDIVISION, ADDITION NO. 1;

THENCE EASTERLY ALONG SAID SOUTH LINE OF RIVERVIEW SUBDIVISION ADDITION NO. 1, AND THE EASTERLY PROLONGATION THEREOF, TO THE EASTERLY RIGHT OF WAY LINE OF SOUTH PENINSULA DRIVE;

THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF SOUTH PENINSULA DRIVE , TO THE NORTHWEST CORNER OF LOT 21, BLOCK F, VAN VALZAH SUBDIVISION, AS RECORDED IN MAP BOOK 15, PAGE 64, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 21, TO THE EAST LINE OF SAID LOT 21;

THENCE SOUTHERLY ALONG SAID EAST LINE OF LOT 21 AND THE EAST LINE OF LOTS 16-20, SAID BLOCK F , TO THE SOUTH LINE OF SAID LOT 16;

THENCE WESTERLY ALONG SAID SOUTH LINE OF LOT 16, TO SAID EASTERLY RIGHT OF WAY LINE OF SOUTH PENINSULA DRIVE;

THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE OF SOUTH PENINSULA DRIVE TO THE NORTHERLY LINE OF THE SOUTHERLY 40 FEET OF THE NORTHERLY 640 FEET OF WINTHROP HOLDING CORPORATION'S RESUBDIVISION, PER MAP RECORDED IN MAP BOOK 11, PAGE 107, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG SAID NORTHERLY LINE OF THE SOUTHERLY 40 FEET OF THE NORTHERLY 640 FEET, TO THE EASTERLY LINE OF SAID WINTHROP HOLDING CORPORATION'S RESUBDIVISION;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF WINTHROP HOLDING CORPORATION'S RESUBDIVISION, TO THE SOUTHERLY LINE OF THE NORTHERLY 740 FEET OF SAID WINTHROP HOLDING CORPORATION'S RESUBDIVISION;

THENCE WESTERLY ALONG SAID SOUTHERLY LINE OF THE NORTHERLY 740 FEET AND THE WESTERLY PROLONGATION THEREOF, TO SAID MEAN HIGH WATER LINE ON THE EASTERLY SHORE OF THE HALIFAX RIVER;

THENCE SOUTHERLY ALONG SAID MEAN HIGH WATER LINE, TO THE INTERSECTION WITH THE FOLLOWING DESCRIBED LINE OR THE EASTERLY PROLONGATION THEREOF, PER SAID HOUSE BILL NO. 1911;

((HOUSE BILL NO. 1911) BEGIN AT A CONCRETE MONUMENT ON THE SOUTH LINE OF FLEMING AVENUE AS SHOWN ON THE PLAT OF MARY C. FLEMING SUBDIVISION, AS RECORDED IN MAP BOOK 1, PAGE 100, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID MONUMENT BEING 765.45 FEET EASTERLY, AS MEASURED ALONG SAID SOUTH LINE OF FLEMING AVENUE, FROM THE WEST LINE OF RIDGEWOOD AVENUE, A 100 FOOT STREET AS SHOWN ON THE PLAT OF NORWOOD, AS RECORDED IN MAP BOOK 5, PAGE 1, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ACROSS THE HALIFAX RIVER IN A STRAIGHT LINE, TO A POINT ON THE NORTH LINE OF SECTION 11, TOWNSHIP 16 SOUTH, RANGE 33 EAST, SAID POINT BEING 1196.25 FEET WESTERLY, AS MEASURED ALONG SAID NORTH LINE OF SECTION 11, FROM THE NORTHEAST CORNER OF SAID SECTION 11, SAID POINT BEING THE END OF SAID DESCRIBED LINE);

THENCE WESTERLY ALONG SAID DESCRIBED LINE, TO THE EASTERLY LINE OF THE INTRACOASTAL WATERWAY;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF THE INTRACOASTAL WATERWAY, TO THE NORTHERLY LINE OF THE CORPORATE LIMITS OF THE TOWN OF PONCE INLET;

THENCE WESTERLY ALONG SAID NORTHERLY LINE OF THE CORPORATE LIMITS, TO THE WESTERLY MEAN HIGH WATER LINE OF THE HALIFAX RIVER;

THENCE SOUTHERLY ALONG THE WESTERLY MEAN HIGH WATER LINE OF THE HALIFAX RIVER TO THE NORTHERLY MEAN HIGH WATERLINE OF ROSE BAY;

THENCE WESTERLY ALONG SAID NORTHERLY MEAN HIGH WATERLINE, TO A POINT THAT IS 300 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES, TO THE EAST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY;

THENCE, PARALLEL WITH SAID EAST RIGHT OF WAY LINE, SOUTHERLY, TO THE NORTHERLY LINE OF THE PALMAS GRANT, BEING SECTION 38, TOWNSHIP 16 SOUTH RANGE 33 EAST;

THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID PALMAS GRANT, TO THE WEST RIGHT OF WAY LINE OF THE FLORIDA EAST COAST RAILWAY;

THENCE SOUTHERLY ALONG SAID WEST RIGHT OF WAY LINE, TO THE NORTHERLY MEAN HIGH WATER LINE OF STRICKLAND BAY (SPRUCE CREEK);

THENCE WESTERLY ALONG THE NORTHERLY MEAN HIGH WATER LINE OF SAID STRICKLAND BAY, TO THE WESTERLY LINE OF SAID PALMAS GRANT;

THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID PALMAS GRANT, TO THE SOUTH LINE OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 27, TO THE WEST LINE OF SPRUCE CREEK ROAD;

THENCE SOUTHERLY ALONG THE WEST LINE OF SAID SPRUCE CREEK ROAD PARALLEL WITH THE WEST LINE OF SECTION 34, TOWNSHIP 16 SOUTH, RANGE 33 EAST, TO A POINT ON A LINE, SAID LINE BEING PERPENDICULAR TO THE WEST LINE OF SECTION 34 AND 205

FEET SOUTHERLY OF, AS MEASURED ALONG SAID WEST LINE FROM THE NORTHWEST CORNER THEREOF;

THENCE EASTERLY ALONG SAID PERPENDICULAR LINE, TO SAID WEST LINE OF SECTION 34;

THENCE WESTERLY ALONG THE WESTERLY PROLONGATION OF SAID PERPENDICULAR LINE A DISTANCE OF 200 FEET;

THENCE NORTHERLY, PARALLEL WITH SAID WEST LINE OF SECTION 34, TO THE NORTH LINE OF SECTION 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG SAID NORTH LINE OF SECTION 33, TO THE EAST LINE OF THE W 1/2 OF THE NE 1/4 OF SAID SECTION 33;

THENCE SOUTHERLY ALONG SAID EAST LINE OF THE W 1/2 OF THE NE 1/4, TO THE NORTHEAST CORNER OF THE NW 1/4 OF THE SE 1/4 OF SAID SECTION 33;

THENCE SOUTHERLY ALONG THE EAST LINE OF SAID NW 1/4 OF THE SE 1/4, TO THE NORTH LINE OF THE S 1/2 OF THE SE 1/4 OF SAID SECTION 33;

THENCE EASTERLY ALONG SAID NORTH LINE OF THE S 1/2 OF THE SE 1/4, TO THE EAST LINE OF SAID SECTION 33;

THENCE SOUTHERLY ALONG SAID EAST LINE OF SECTION 33, TO THE SOUTH LINE OF SAID SECTION 33;

THENCE WESTERLY ALONG SAID SOUTH LINE OF SECTION 33, TO THE EAST LINE OF THE W 1/2 OF SECTION 4, TOWNSHIP 17 SOUTH, RANGE 33 EAST;

THENCE SOUTHERLY ALONG SAID EAST LINE OF THE W 1/2 OF SECTION 4 , TO THE NORTH LINE OF THE SOUTHERLY 578 FEET OF THE NW 1/4 OF SAID SECTION 4;

THENCE WESTERLY ALONG SAID NORTH LINE OF THE SOUTHERLY 578 FEET, TO THE WEST LINE OF THE EASTERLY 176 FEET OF SAID NW 1/4;

THENCE SOUTHERLY ALONG SAID WEST LINE OF THE EASTERLY 176 FEET, TO THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 4;

THENCE EASTERLY ALONG SAID SOUTH LINE OF THE NW 1/4, TO THE EAST LINE OF THE SW 1/4 OF SAID SECTION 4;

THENCE SOUTHERLY ALONG THE EAST LINE OF THE SW 1/4 OF SAID SECTION 4, TO THE SOUTHEAST CORNER THEREOF;

THENCE SOUTHERLY ALONG THE EASTERLY LINE OF THE NW 1/4 OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, TO THE NORTHERLY LINE OF SR 40-A (AKA PIONEER TRAIL);

THENCE WESTERLY ALONG SAID NORTHERLY LINE OF SR 40-A, TO THE WEST LINE OF LOT 3, 2ND SUBDIVISION OF ABBOTT FARMS, AS RECORDED IN MAP BOOK 8, PAGE 134, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 3, TO THE SOUTHWEST CORNER OF LOT 18, SAID 2ND SUBDIVISION OF ABBOTT FARMS;

THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 18, TO THE SOUTH LINE OF THE NORTH 827 FEET OF LOT 19;

THENCE WESTERLY ALONG SAID SOUTH LINE OF THE NORTH 827 FEET AND ALONG THE SOUTH LINE OF LOT 20, SAID 2ND SUBDIVISION OF ABBOTT FARMS, TO THE WEST LINE OF SAID LOT 20;

THENCE NORTHERLY ALONG SAID WEST LINE OF LOT 20, TO THE SOUTH LINE OF THE NW 1/4, SECTION 6, TOWNSHIP 17 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG THE SOUTH LINE OF SAID NW 1/4, TO THE WEST LINE OF THE SE 1/4 OF THE NW 1/4 SAID SECTION 6;

THENCE NORTHERLY ALONG SAID WEST LINE OF THE SE 1/4 OF THE NW 1/4 OF SECTION 6, TO THE SOUTH LINE OF THE N 1/2 OF THE SW 1/4 OF THE NW 1/4, SAID SECTION 6;

THENCE WESTERLY ALONG SAID SOUTH LINE OF THE SW 1/4 OF THE NW 1/4, TO THE EAST LINE OF THE WEST 256.00 FEET OF THE N 1/2 OF THE SW 1/4 OF THE NW 1/4 OF SAID SECTION 6;

THENCE IN A NORTHERLY DIRECTION ALONG SAID EAST LINE OF THE WEST 256.00 FEET TO THE SOUTH LINE OF THE NW 1/4 OF THE NW 1/4 OF SAID SECTION 6, SAID SOUTH LINE ALSO BEING THE SOUTH LINE OF WATERS EDGE, PHASE V, AS RECORDED IN MAP BOOK 47, PAGES 117-120 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE IN A WESTERLY DIRECTION ALONG SAID SOUTH LINE OF WATERS EDGE, PHASE V, 181.27 FEET TO THE EASTERLY RIGHT OF WAY LINE OF AIRPORT ROAD, A 50 FOOT RIGHT OF WAY AS NOW LAID OUT AND IN USE;

THENCE SOUTHERLY ALONG SAID EAST RIGHT OF WAY LINE TO THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 6;

THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, WESTERLY ALONG SAID SOUTH LINE OF THE NW 1/4 OF SAID SECTION 6 TO THE WEST RIGHT OF WAY LINE OF AIRPORT ROAD;

THENCE NORTHERLY ALONG SAID WEST RIGHT OF WAY LINE, TO THE SOUTH LINE OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG SAID SOUTH LINE OF SECTION 31, TO THE WEST LINE OF SAID SECTION 31;

THENCE NORTHERLY ALONG SAID WEST LINE OF SECTION 31, TO THE SOUTH LINE OF THE NORTH 1710 FEET OF THE S 3/4 OF THE SE 1/4 OF SECTION 36, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

THENCE WESTERLY ALONG SAID SOUTH LINE OF THE NORTH 1710 FEET TO THE WEST LINE OF THE EAST 550 FEET OF THE S 3/4 OF THE SE 1/4 OF SAID SECTION 36;

THENCE NORTHERLY ALONG THE WEST LINE OF SAID EAST 550 FEET TO THE NORTH LINE OF THE SOUTH 420 FEET OF THE NORTH 660 FEET OF THE S 3/4 OF THE SE 1/4 OF SAID SECTION 36;

THENCE EASTERLY ALONG THE NORTH LINE OF SAID SOUTH 420 FEET TO THE WEST LINE OF SAID SECTION 31;

THENCE NORTHERLY ALONG SAID WEST LINE OF THE SE 1/4 OF SECTION 31, TO THE NORTHERLY RIGHT OF WAY LINE OF AIRPORT ROAD, A 100 FOOT RIGHT-OF-WAY, RECORDED IN OFFICIAL RECORDS BOOK 3048, PAGE 514, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THE CENTER LINE OF WHICH IS DESCRIBED AS FOLLOWS:

((O.R.B. 3048, PAGE 514) A PORTION OF SECTION 31, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE NORTHEAST CORNER OF SAID SECTION 31, RUN S89°59'54"W ALONG THE NORTH LINE OF SAID SECTION 31 A DISTANCE OF 50.01 FEET TO THE CENTERLINE OF PROPOSED AIRPORT ROAD, A 100.00 FOOT RIGHT-OF-WAY, AND THE POINT OF BEGINNING: THENCE DEPARTING SAID NORTH LINE OF SECTION 31, RUN ALONG SAID CENTERLINE THE FOLLOWING COURSES AND DISTANCES; S00°59'39"E, PARALLEL WITH THE EAST LINE OF SAID SECTION 31 A DISTANCE OF 423.69 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 1400.00 FEET AND A CENTRAL ANGLE OF 38°40'52"; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 945.16 FEET; THENCE S57°41'13"W A DISTANCE OF 1852.57 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHWEST, HAVING A RADIUS OF 1400.00 FEET AND A CENTRAL ANGEL OF 51°21'59"; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1255.12 FEET; THENCE S89°03'12"W A DISTANCE OF 2666.46 FEET TO THE WEST LINE OF SAID SECTION 31, AND THE TERMINATION OF SAID CENTERLINE, THE RIGHT-OF-WAY LINES OF SAID AIRPORT ROAD TO LENGTHEN OR SHORTEN TO INTERSECT WITH THE NORTH AND WEST LINES OF SAID SECTION 31);

THENCE NORTHEASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, TO THE BOUNDARY OF SABAL CREEK P.U.D., PHASE I, AS RECORDED IN MAP BOOK 44, PAGES 167-170, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE ALONG SAID BOUNDARY OF SABAL CREEK P.U.D., PHASE I , WESTERLY, SOUTHERLY AND NORTHERLY, TO THE SOUTHERLY MOST CORNER OF SABAL CREEK P.U.D., PHASE III, AS RECORDED IN MAP BOOK 45, PAGES 169 AND 170, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG THE WESTERLY BOUNDARY OF PARCEL "F", SAID SABAL CREEK P.U.D. PHASE III, TO THE NORTH CORNER OF PARCEL "C", SPRUCE CREEK SUBDIVISION, UNIT III-E, AS RECORDED IN MAP BOOK 43, PAGES 98-100, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA SAID NORTH CORNER OF PARCEL "C", BEING ON THE SOUTHERLY BOUNDARY OF THE SANCTUARY ON SPRUCE CREEK, PHASE IIB, AS RECORDED IN PLAT BOOK 46, PAGES 17-19, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE WESTERLY AND NORTHERLY ALONG THE BOUNDARY OF SAID THE SANCTUARY ON SPRUCE CREEK, PHASE IIB, TO THE BOUNDARY OF SPRUCE CREEK SUBDIVISION UNIT II B, AS RECORDED IN PLAT BOOK 38, PAGES 56-59, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG THE BOUNDARY OF SAID SPRUCE CREEK SUBDIVISION, UNIT II B, TO THE BOUNDARY OF SPRUCE CREEK SUBDIVISION UNIT II C, AS RECORDED IN PLAT BOOK 40, PAGES 79-81, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG THE BOUNDARY OF SAID SPRUCE CREEK SUBDIVISION UNIT II C, TO THE BOUNDARY OF FLY-IN SPRUCE CREEK, INC. SUBDIVISION, AS RECORDED IN PLAT BOOK 33, PAGES 103-108 IN PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG THE BOUNDARY OF SAID FLY-IN SPRUCE CREEK, INC. SUBDIVISION, TO THE CENTER LINE OF SPRUCE CREEK;

THENCE EASTERLY ALONG THE CENTER LINE OF SAID SPRUCE CREEK, TO THE WEST LINE OF THE EAST 1/2 OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE NORTHERLY ALONG SAID WEST LINE OF THE EAST 1/2 OF SECTION 30, TO THE NORTHWEST CORNER THEREOF;

THENCE WESTERLY ALONG THE NORTH LINE OF SAID SECTION 30 TO THE WEST LINE OF THE EAST 683.71 FEET OF THE NORTHWEST ¼ OF SAID SECTION 30;

THENCE SOUTHERLY ALONG THE WEST LINE OF THE EAST 683.71 FEET OF THE NORTHWEST ¼ OF SAID SECTION 30 TO THE MEAN HIGH WATER LINE OF THE NORTHERLY SHORE LINE OF SPRUCE CREEK;

THENCE WESTERLY ALONG SAID MEAN HIGH WATER LINE TO THE EAST LINE OF THE WESTERLY 825 OF SAID SECTION 30;

THENCE NORTHERLY ALONG SAID EAST LINE TO THE SOUTH LINE OF THE NORTHERLY 1000 FEET OF SAID SECTION 30;

THENCE EASTERLY ALONG SAID SOUTH LINE TO THE EAST LINE OF THE WEST 925 FEET OF SAID SECTION 30;

THENCE NORTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF SAID SECTION 30;

THENCE WESTERLY ALONG SAID NORTH LINE TO THE EAST LINE OF THE WEST ½ OF THE NORTHWEST ¼ OF THE NORTHWEST ¼ OF SAID SECTION 30;

THENCE SOUTHERLY ALONG SAID EAST LINE TO THE MEAN HIGH WATER LINE OF THE NORTH SHORE OF SPRUCE CREEK;

THENCE WESTERLY ALONG SAID MEAN HIGH WATER LINE TO THE WEST LINE OF SAID SECTION 30 AND THE EAST LINE OF THE FOLLOWING DESCRIBED PROPERTY, AS RECORDED IN OFFICIAL RECORDS BOOK 4823, PAGE 1318 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

((O.R.B. 4823, PAGE 1318) A PORTION OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, A PORTION OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND A PORTION OF R. L. LEFFMAN'S HOMESTEAD AS RECORDED IN MAP BOOK 3, PAGE 56, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE BEGIN AT THE CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID MONUMENT BEING THE SOUTHEAST CORNER OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE S03°39'12W ALONG THE EASTERLY LINE OF SAID SECTION 25, 851.62 FEET TO AN INTERSECTION WITH THE NORTHERLY SHORE LINE OF SPRUCE CREEK; THENCE GENERALLY WESTERLY, SOUTHERLY AND WESTERLY ALONG THE NORTHERLY SHORE LINE OF SAID SPRUCE CREEK TO AN INTERSECTION WITH A LINE THAT BEARS S04°31'03"W OF THE SOUTHWEST CORNER OF LOT 7 OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE N04°31'03"E, 1625 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE S86°38'33"E ALONG THE SOUTH LINE OF SAID R. L. LEFFMAN'S HOMESTEAD 664.75 FEET; THENCE N04°06'44"E 380.26 FEET; THENCE N87°00'44"W 981.56 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF OCCUPIED TAYLOR ROAD; THENCE N30°08'14"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 44.95 FEET; THENCE S87°00'44"E 1406.14 FEET, THENCE N04°06'44"E 698.24 FEET; THENCE N87°00'44"W 999.285 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD AS OCCUPIED; THENCE N44°10'51"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 264.34 FEET TO THE NORTH LINE OF R. L. LEFFMAN'S HOMESTEAD;

THENCE S87°00'44"E ALONG THE NORTH LINE OF SAID R.L. LEFFMAN'S HOMESTEAD 1044.66 FEET TO THE WEST LINE OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N04°06'44"E ALONG THE SAID WEST LINE OF SECTION 19 145.36 FEET; THENCE S85°44'44" E 1313.42 FEET; THENCE N03°50'56"E 1341.70 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S85°19'42"E 326.83 FEET; THENCE S03°46'57"W 1339.235 FEET; THENCE S85°44'44" E 328.36 FEET; THENCE S03°42'57"W 668.39 FEET; THENCE S85°57'39"E 658.25 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S03°34'54"W ALONG THE SAID EAST LINE 665.93 FEET TO THE SOUTH LINE OF SAID SECTION 19; THENCE N89°10'30"W 2639.195 FEET TO THE CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE S03°35'41.5"W ALONG THE EAST LINE OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST 113.775 FEET TO THE CONCRETE MONUMENT AND THE POINT OF BEGINNING.

ALSO

LANDS LYING SOUTHERLY OF THE NORTH BANK OF SPRUCE CREEK AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL THREE: ALL THAT PART OF THE SE ¼, NE ¼, SECTION TWENTY FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY TWO (32) EAST, LYING AND BEING SOUTH AND EAST OF SPRUCE CREEK, EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL FOUR: ALL THAT PART OF THE WEST ½, NE ¼, SECTION TWENTY-FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY-TWO (32) EAST, LYING AND BEING SOUTH OF SPRUCE CREEK EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE EXCEPTED PORTION OF PARCELS THREE AND FOUR ABOVE ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CONCRETE MONUMENT ON THE NORTH LINE OF THE NE ¼ OF THE SW ¼ OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED N49°40'40"E, 2088.72 FEET FROM A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF A TRACT OF LAND OWNED BY BELLE MURRAY AND BENNIE L. GRIFFIN; THENCE N89°01'30"E, ALONG THE NORTH LINE OF THE SOUTH ½ OF SAID SECTION 25, 1218.44 FEET TO A CONCRETE MONUMENT LOCATED AT THE TOP OF THE BLUFF OF THE EAST SIDE OF SPRUCE CREEK SWAMP FOR A PLACE OF BEGINNING; THENCE FROM SAID PLACE OF BEGINNING ALONG THE TOP OF THE BLUFF THE FOLLOWING COURSES AND DISTANCES: N00°59'20"W, 220.07 FEET TO A CONCRETE MONUMENT; N62°26'20"E, 300 FEET TO A CONCRETE MONUMENT; N54°33'00"E, 690 FEET TO A CONCRETE MONUMENT; N59°56'40"E, 320 FEET TO A CONCRETE MONUMENT; N80°57'00"E, 285 FEET TO A CONCRETE MONUMENT; N60°28'30"E, 366.58 FEET TO A CONCRETE MONUMENT ON THE EAST BOUNDARY OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED S00°31'50"W, 206.82 FEET FROM THE NORTHEAST CORNER OF THE SE ¼ OF THE NE ¼ OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE NE ¼ OF SECTION 25 TO THE SOUTHEAST CORNER OF THE NE ¼ OF SECTION 25; THENCE WESTWARDLY ALONG THE SOUTH LINE OF THE NE ¼ OF SECTION 25 TO THE PLACE OF BEGINNING),

THENCE SOUTHERLY, SOUTHWESTERLY, NORTHEASTERLY AND NORTHERY ALONG THE BOUNDARY LINES OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 4823, PAGE 1318, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TO THE SOUTHWEST CORNER OF LOT 7, R. L. LEFFMAN'S HOMESTEAD AS RECORDED IN MAP BOOK 3, PAGE 56,

PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND THE SOUTH LINE OF LOT 7, RESUBDIVISION OF A PART OF THE LIVINGSTON HOMESTEAD AS RECORDED IN MAP BOOK 10, PAGE 240, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE WESTERLY ALONG SAID SOUTH LINE TO THE SOUTHWEST CORNER OF SAID LOT 7, RESUBDIVISION OF A PART OF THE LIVINGSTON HOMESTEAD; THENCE WESTERLY TO THE WESTERLY RIGHT OF WAY LINE OF TAYLOR ROAD AT ITS INTERSECTION WITH THE SOUTH LINE OF THE SOUTHE4AST ¼ OF SAID SECTION 24;

THENCE NORTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE SOUTH LINE OF THE LANDS DESCRIBED IN THE CITY OF PORT ORANGE, FLORIDA ANNEXATION ORDINANCE NUMBER 1998-80 AND DESCRIBED AS FOLLOWS,

((ORDINANCE NO. 1998-80) LEGAL DESCRIPTION:
THE EAST ½ OF THE SOUTHWEST ¼, TOWNSHIP 16, RANGE 32, SECTION 24, VOLUSIA COUNTY, FLORIDA AND THE NORTH 413.51 FEET MEASURED ON AND WEST OF ENTERPRISE ROAD OF LOT 3 AND THE NORTH 313.50 FEET MEASURED TO THE WEST LINE OF LOT 4 BEING 1524.43 FEET ON THE NORTH LINE AND 1254.78 FEET ON THE SOUTH LNE EXCEPTING THE TRIANGLE IN THE NORTHEAST CORNER PER OFFICIAL RECORD BOOK 1307, PAGE 83, BEING 296.79 FEET ON NORTH LINE AND 196.59 FEET ON ROAD PER OFFICIAL RECORD BOOK 275, PAGE 296, SUBDIVISION OF SOUTH ½ OF SOUTHEAST ¼ PER OFFICIAL RECORD BOOK 1709, PAGE 1430, AS RECORDED IN THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA.

ALSO DESCRIBED AS (O.R. BOOK 3078, PAGE 321), EASTERLY ½ OF THE SW 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, AND A PART OF LOTS 3 AND 4, OF ASSESSORS SUBDIVISION OF R.L. LEFFMAN'S HOMESTEAD AS PER MAP IN MAP BOOK 3, PAGE 56 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

BEING AT THE NORTHWEST CORNER OF SAID LOT 4, RUNNING THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID LOTS 4 AND 3, A DISTANCE OF 1524.43 FEET TO A POINT IN THE WESTERLY LINE OF ENTERPRISE ROAD (A 60 FOOT ROAD AS NOW LAID OUT AND USED) THENCE SOUTH 40 DEGREES, 42 MINUTES WEST ALONG THE WESTERLY LINE OF SAID ENTERPRISE ROAD, A DISTANCE OF 413.51 FEET TO A POINT, THENCE WESTERLY AND PARALLEL TO THE NORTHERLY LINE OF SAID LOTS 3 AND 4, A DISTANCE OF 1254.78 FEET TO A POINT IN THE WESTERLY LINE OF SAID LOT 4, THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 4, A DISTANCE OF 313.5 FEET TO THE PLACE OF BEGINNING, EXCEPTING THE FOLLOWINTG DESCRIBED PROPERTY:

BEGINNING AT THE INTERSECTION OF THE NORTHERLY LINE OF SAID LOT 3 WITH THE WESTERLY LINE OF WEST HERBERT STREET (FORMERLY CALLED ENTERPRISE ROAD) (A 60 FOOT RIGHT OF WAY),THENCE SOUTH 88 DEGREES 55 MINUTES WEST 296.79 FEET, THENCE SOUTH 49 DEGREES 36 MINUTES 08 SECONDS FAST,224.11 FEET TO A POINT IN THE WESTERLY LINE OF SAID HERBERT STREET, THENCE NORTH 39 DEGREES 53 MINUTES FAST ALONG THE WESTERLY LINE OF SAID WEST HERBERT STREET 196.59 FEET TO THE POINT OF BEGINNING, BEING ALSO KNOWN AS THAT PORTIONOF SAID LOTS 3 AND 4, AFOREMENTIONED LYING EASTERLY OF THE EAST LINE OF THE 30 FOOT WIDE GAS COMPANY RIGHT OF WAY EASMENT AND WESTERLY OF THE WEST LINE OF SAID WEST HERBERT STREET. SAID PARCEL CONTAINS 0.586 ACRES.)

THENCE WESTERLY ALONG SAID SOUTH LINE OF THE LANDS DESCRIBED IN THE CITY OF PORT ORANGE, FLORIDA ANNEXATION ORDINANCE NUMBER 1998-80 BOUNDARY, TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

THENCE SOUTHERLY ALONG SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID SOUTHEAST 1/4, SECTION 24;

THENCE WESTERLY ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 24 TO THE SOUTHWEST CORNER OF THE SOUTHEAST 1/4 OF SAID SOUTHWEST 1/4;

THENCE NORTHERLY, ALONG THE WEST LINE OF THE EAST 1/2 OF THE WEST 1/2 OF SAID SECTION 24 TO THE SOUTH LINE OF THE PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 4748, PAGE 685 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 4748, PAGE 685) "ATLANTIS ANNEXATION DESCRIPTION"
A PORTION OF SECTIONS 13 AND 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N89°50'24"W, 2767.32 FEET TO A 1" IRON PIPE MARKING THE OCCUPIED SOUTH ¼ CORNER OF SAID SECTION 13; THENCE S89°29'27"W, 976.06 FEET TO THE CENTERLINE OF A 30 FOOT WIDE FLORIDA GAS TRANSMISSION COMPANY RIGHT-OF-WAY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 669, PAGE 1, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID POINT BEING N89°29'27"E, 1776.42 FEET FROM A ½" IRON PIPE MARKING THE OCCUPIED SOUTHWEST CORNER OF SAID SECTION 13, SAID POINT BEING THE POINT OF BEGINNING; THENCE CONTINUE S89°29'27"W, 1776.42 FEET TO SAID ½" IRON PIPE AND THE EAST LINE OF SAID SECTION 14; THENCE S00°35'19"E ALONG SAID EAST LINE, 190.60 FEET TO A 2" IRON PIPE MARKING THE SOUTHEAST CORNER OF SAID SECTION 14; THENCE S88°57'50"W ALONG THE NORTH LINE OF LOTS 1, 16 AND 17, TOMOKA FARMS SUBDIVISION, AS RECORDED IN MAP BOOK 6, PAGE 192, SAID PUBLIC RECORDS, AND THE EASTERLY PROJECTION THEREOF, 2595.68 FEET TO THE EASTERLY LINE OF TOMOKA FARMS ROAD, A PRESCRIPTIVE RIGHT-OF-WAY, AS RECORDED IN ROAD BOOK 1, PAGE 28, SAID PUBLIC RECORDS; THENCE N16°05'55"W ALONG SAID EASTERLY LINE, 833.38 FEET; THENCE N10°03'16"W ALONG SAID EASTERLY LINE, 22.61 FEET; THENCE N06°44'38"W ALONG SAID EASTERLY LINE, 224.69 FEET; THENCE N05°25'37"W ALONG SAID EASTERLY LINE, 434.02 FEET; THENCE N05°30'20"W ALONG SAID EASTERLY LINE, 480.00 FEET; THENCE N05°48'41"W ALONG SAID EASTERLY LINE, 480.00 FEET; THENCE N06°23'48"W ALONG SAID EASTERLY LINE, 201.86 FEET TO THE SOUTH LINE OF THE UN-NAMED 50 FOOT ROAD RIGHT-OF-WAY BETWEEN BLOCK NO. 2 AND BLOCK NO. 3 AS SHOWN ON PLAT NUMBER ONE OF CRAIG FARMS, AS RECORDED IN MAP BOOK 11, PAGE 89, SAID PUBLIC RECORDS; THENCE N89°27'37"E ALONG SAID SOUTH LINE, 1715.79 FEET TO THE WEST LINE OF THAT PORTION OF SAID UN-NAMED ROAD VACATED BY VOLUSIA COUNTY RESOLUTION NO. 94-238, AS RECORDED IN OFFICIAL RECORDS BOOK 3954, PAGE 415, VACATING CERTAIN PORTIONS OF SAID PLAT NUMBER ONE OF CRAIG FARMS; THENCE N00°31'39"W ALONG SAID WEST LINE AND ALONG THE EAST LINE OF LOT 16 AND LOT 7, BLOCK NO. 3, SAID PLAT NUMBER ONE OF CRAIG FARMS, 777.67 FEET; THENCE DEPART SAID EAST LINE N68°48'49"E, 1575.99 FEET; THENCE N47°36'36"E, 1656.79 FEET; THENCE S43°19'32"E, 1735.09 FEET TO A LINE DEFINING THE CITY LIMITS OF THE CITY OF PORT ORANGE, FLORIDA PER CITY OF PORT ORANGE, FLORIDA ORDINANCE NO. 1990-35 AS RECORDED IN OFFICIAL RECORDS BOOK 3553, PAGE 0588, SAID PUBLIC RECORDS; THENCE S47°03'35"W ALONG SAID CITY LIMITS, 349.39 FEET; THENCE S52°27'22"W ALONG SAID CITY LIMITS, 2478.68 FEET TO THE CENTERLINE OF SAID 30 FOOT WIDE FLORIDA GAS TRANSMISSION COMPANY RIGHT-OF-WAY EASEMENT; THENCE S35°57'16"E ALONG SAID CENTERLINE AND ALONG SAID CITY LIMITS, 607.14 FEET; THENCE S35°48'24"E ALONG SAID CENTERLINE AND ALONG SAID CITY LIMITS, 1733.39 FEET; THENCE S28°29'28"E ALONG SAID CENTERLINE AND ALONG SAID CITY LIMITS, 172.92 FEET TO THE POINT OF BEGINNING.

CONTAINING 364.35 ACRES, MORE OR LESS);

THENCE WESTERLY, SOUTHERLY, AND WESTERLY, ALONG THE SOUTHERLY PROPERTY LINE OF AFORESAID "ATLANTIS ANNEXATION DESCRIPTION" TO THE EASTERLY RIGHT

OF WAY LINE OF TOMOKA FARMS ROAD AS RECORDED IN ROAD BOOK 1, PAGE 28 OF THE OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE NORTH LINE OF LOT 2, BLOCK 3, PLAT NO. 1, CRAIG FARMS AS RECORDED IN MAP BOOK 11, PAGE 89, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE EASTERLY ALONG THE NORTH LINE OF SAID LOT 2 AND ALONG THE NORTH LINE OF LOT 16, LOT 17 AND LOT 18, SAID BLOCK 3, PLAT NO. 1, CRAIG FARMS TO THE EAST LINE OF BLOCKS 3 AND 4, SAID PLAT NO. 1, CRAIG FARMS;

THENCE NORTHERLY ALONG SAID EAST LINE, TO THE NORTH LINE OF SAID PLAT NO. 1, CRAIG FARMS;

THENCE WESTERLY ALONG SAID NORTH LINE TO THE EASTERLY RIGHT OF WAY LINE OF TOMOKA FARMS ROAD AS SHOWN IN ROAD BOOK 1, PAGE 28 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE NORTH LINE OF A 200 FOOT ROADWAY AND UTILITY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2806, PAGE 1370 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R. BOOK 2806, PAGE 1370) A 200 FOOT RIGHT-OF-WAY BEING AND LYING 100 FEET ON EACH SIDE OF THE CENTERLINE MIRE PARTICULARLY DESCRIBED AS FOLLOWS: A PORTION OF SECTIONS 12, 11, 10, 15, 16, 17, 18, AND 19, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF SAID SECTION 12, RUN NORTH 00 DEGREES 42 MINUTES 03 SECONDS WEST ALONG THE EAST LINE OF SAID SECTION 12 A DISTANCE OF 1582.875 FEET TO THE CENTERLINE OF A 200 FOOT RIGHT-OF-WAY AND THE POINT OF BEGINNING, SAID POINT BEING THE SOUTHWEST CORNER OF THAT RIGHT-OF-WAY RECORDED IN OFFICIAL RECORDS BOOK 2490, PGE 998, AND THE NORTHWEST COURNER OF THAT RIGHT-OF-WAYAS RECORDED IN OFFICIAL RECORDS BOOK 2483, PAGES 1012-1014, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN ALONG THE CENTERLINE OF THE 200 FOOT RIGHT-OF-WAY, SAID RIGHT-OF-WAY BEING 100 FEET ON EACH SIDE OF SAID CENTERLINE, THE FOLLOWING COURSES AND DISTANCES; NORTH 88 DEGREES 44 MINUTES 16 SECONDS WEST A DISTANCE OF 2649.16 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS 700.00 FEET A CENTRAL ANGLE OF 27 DEGREES 14 MINUTES 33 SECONDS AND A CHORD BEARING OF SOUTH 77 DEGREES 38 MINUTES 27 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 332.83 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, A 350 FOOT RIGHT-OF-WAY; THENCE CONTINUE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13 DEGREES 42 MINUTES 06 SECONDS A DISTANCE OF 167.40 FEET; THENCE SOUTH 50 DEGREES 19 MINUTES 05 SECONDS WEST A DISTANCE OF 122.37 FEET TO THE P.C. OF AS CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 700.00 FEET, A CENTRAL AGLE OF 6 DEGREES 53 MINUTES 57 SECONDS, AND A CHORD BEARING OF SOUTH 53 DEGREES 46 MINUTES 04 SECONDS WEST; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 84.29 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF SAID INTERSTATE 95, THENCE CONTINUE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 31 DEGREES 32 MINUTES 23 SECONDS A DISTANCE OF 385.33 FEET; THENCE SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST A DISTANCE OF 1765.40 FEET TO THE WEST LINE OF SAID SECTION 12, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 02 DEGREES 28 MINUTES 54 SECINDS EAST A DISTANCE OF 1505.55 FEET; THENCE CONTINUE SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST A DISTANCE OF 2983.32 FEET TO THE CENTERLINE OF A NATURAL GAS TRANSMISSION LINE AS DESCRIBED IN OFFICIAL RECORDS BOOK 669, PAGE 2 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE CONTINUE SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST A DISTANCE OF 843.71 FEET

TO THE OCCUPIED CENTERLINE LINE OF TOMOKA FARMS ROAD, A 100 FOOT RIGHT-OF-WAY AS NOW OCCUPIED; THENCE CONTINUE SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST OF DISTANCE OF 1534.16 FEET TO THE WEST LINE OF SAID SECTION 11, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 01 DEGREES 10 MINUTES 15 SECONDS EAST A DISTANCE OF 1334.88 FEET; THENCE CONTINUE SOUTH 88 DEGREES 45 MINUTES 25 SECONDS WEST A DISTANCE OF 173.39 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2000.00 FEET AND A CENTRAL ANGLE OF 47 DEGREES 55 MINUTES 13 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DESTANCE OF 1672.73 FEET; THENCE SOUTH 40 DEGREES 50 MINUTES 12 SECONDS WEST A DISTANCE OF 1066.31 FEET TO THE SOUTH LINE OF SAID SECTION 10, TO THE SOUTHEAST CORNER THEREOF BEARING NORTH 85 DEGREES 57 MINUTES 01 SECONDS EAST A DISTANCE OF 2373.58 FEET; THENCE CONTINUE SOUTH 40 DEGREES 50 MINUTS 12 SECONDS WEST A DISTANCE OF 3413.45 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHETLY, HAVING A RADIUS OF 2000.00 FEET AND A CENTRAL ANGLE OF 5 DEGREES 36 MINUTES 52 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 195.98 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF A 170 FOOT FLORIDA POWER & LIGHT COMPANY RIGHT-OF-WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 756, PAGE 67, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE CONTINUE WESTERLY ALONG THE ARC OF SAID CURVE THROOUGH A CENTRAL ANGLE OF 4 DEGREES 57 MINUTES 48 SECONDS A DISTANCE OF 173.25 FEET TO THE WESTERLY RIGHT-OF-WAY OF SAID 170 FOOT FLORIDA POWER & LIGHT COMPANY RIGHT-OF-WAY; THENCE CONTINUE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 11 DEGREES 40 MINUTES 15 SECONDS AND A CHORD BEARING OF SOUTH 57 DEGREES 14 MINUTES 59 SECONDS WEST A DISTANCE OF 407.39 FEET TO THE WEST LINE OF SAID SECTION 15, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 00 DEGREES 58 MINUTES 36 SECONDS EAST A DISTANCE OF 2473.50 FEET; THENCE CONTINUE WESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 13 DEGREES 53 MINUTES 10 SECONDS A DISTANCE OF 484.72 FEET; THENCE SOUTH 76 DEGREES 58 MINUTES 17 SECONDS WEST A DISTANCE OF 1787.41 FEET TO THE P.C. OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2200.00 FEET AND A CENTRAL ANGLE OF 15 DEGREES 53 MINUTES 15 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 610.04 FEET; THENCE NORTH 87 DEGREES 08 MINUTES 28 SECONDS WEST A DISTANCE OF 2467.66 FEET TO THE WEST LINE OF SAID SECTION 16, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 01 DEGREES 54 MINUTES 16 SECONDS EAST A DISTANCE OF 2129.78 FEET; THENCE CONTINUE NORTH 87 DEGREES 08 MINUTES 28 SECONDS WEST A DISTANCE OF 1059.64 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 5000.00 FEET AND A CENTRAL ANGLE OF 4 DEGREES 53 MINUTES 20 SECONDS; THENCE RUN WESTERLY ALONG THR ARC OF SAID CURVE A DISTANCE OF 426.64 FEET; THENCE SOUTH 87 DEGREES 58 MINUTES 12 SECONDS WEST A DISTANCE OF 2218.74 FEET TO THE P.C. OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2000.00 FEET AND A CENTRAL CURVE OF 47 DEGREES 38 MINUTES 54 SECONDS; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1652.19 FEET; THENCE SOUTH 40 DEGREES 38 MINUTES 18 SECONDS WEST A DISTANCE OF 183.52 FEET TO THE WEST LINE OF SAID SECTION 17, THE SOUTHWEST CORNER THEREOF BEARING SOUTH 01 DEGREES 25 MINUTES 52 SECONDS EAST A DISTANCE OF 1378.54 FEET; THENCE CONTINUE SOUTH 40 DEGREES 38 MINUTES 18 SECONDS WEST A DISTANCE OF 1870.59 FEET TO THE SOUTH LINE OF SAID SECTION 18, THE SOUTHEAST CORNER THEREOF BEARING NORTH 88 DEGREES 06 MINUTES 32 SECONDS EAST A DISTANCE OF 1253.39 FEET; THENCE CONTINUE SOUTH 40 DEGREES 38 SECONDS WEST A DISTANCE OF 117.96 FEET T THE TERMINATION OF SAID CENTERLINE, THE RIGHT-OF-WAY LINES TO EXTEND SOUTHWESTERLY TO THEIR INTERSECTION WITH THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2537, PAGE 1316 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

EXCEPTING FROM THIS DESCRIPTION, THE 350 FOOT RIGHT-OF-WAY OF INTERSTATE 95.)

THENCE EASTERLY ALONG SAID NORTH LINE TO THE EASTERLY LINE OF AN ANNEXATION PARCEL TO THE CITY OF PORT ORANGE, FLORIDA, AS RECORDED IN

OFFICIAL RECORDS BOOK 5082, PAGE 1970 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R. BOOK 5082, PAGE 1970) A PORTION OF SECTIONS 11 AND 14, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE INTERSECTION OF THE WEST LINE OF THAT PORTION OF BLOCK NO. 3 AND BLOCK NO. 4, PLAT NUMBER ONE OF CRAIG FARMS AS RECORDED IN MAP BOOK 11, PAGE 89, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, VACATED BY VOLUSIA COUNTY , FLORIDA RESOLUTION NO. 94-238, AS RECORDED IN OFFICIAL RECORDS BOOK 3954, PAGE 415, SAID PUBLIC RECORDS, WITH THE NORTH LINE OF THE CITY LIMITS OF THE CITY OF PORT ORANGE, FLORIDA PER CITY OF PORT ORANGE, FLORIDA ORDINANCE NO. 2001-65 AS RECORDED IN OFFICIAL RECORDS BOOK 4748, PAGE 682, SAID PUBLIC RECORDS; THENCE RUN NORTH 00 DEGREES 31 MINUTES 39 SECONDS WEST ALONG SAID WEST LINE, 1884.60 FEET TO THE NORTH LINE OF SAID PLAT NO. ONE OF CRAIG FARMS; THENCE SOUTH 89 DEGREES 28 MINUTES 27 SECONDS WEST ALONG SAID NORTH LINE , 1971.69 FEET TO THE EASTERLY RIGHT OF WAY LINE OF TOMOKA FARMS ROAD, A PRESCRIPTIVE RIGHT OF WAY AS SHOWN ON MAP IN ROAD BOOK 1, PAGE 28, SAID PUBLIC RECORDS; THENCE ALONG SAID RIGHT OF WAY LINE THE FOLLOWING 15 COURSES: NORTH 20 DEGREES 56 MINUTES 04 SECONDS WEST, 50.62 FEET; THENCE NORTH 16 DEGREES 00 MINUTES 43 SECONDS WEST, 200.06 FEET; THENCE NORTH 17 DEGREES 19 MINUTES 46 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 16 MINUTES 20 SECONDS WEST, 100.00 FEET; THENCE NORTH 18 DEGREES 07 MINUTES 54 SECONDS WEST, 100.01 FEET; THENCE NORTH 17 DEGREES 26 MINUTES 39 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 12 MINUTES 54 SECONDS WEST, 100.00 FEET; THENCE NORTH 16 DEGREES 55 MINUTES 42 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 19 MINUTES 456 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 16 MINUTES 20 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 12 MINUTES 54 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 02 MINUTES 35 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 23 MINUTES 12 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 19 MINUTES 46 SECONDS WEST, 100.00 FEET; THENCE NORTH 17 DEGREES 33 MINUTES 31 SECONDS WEST, 37.37 FEET TO THE NORTH LINE OF THAT 200 FOOT WIDE RIGHT OF WAY AND UTILITY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 2537, PAGE 1319, SAID PUBLIC RECORDS; THENCE NORTH 89 DEGREES 32 MINUTES 44 SECONDS EAST, ALONG THE NORTH LINE OF SAID EASEMENT, 2057.06 FEET; THENCE DEPART SAID NORTH LINE SOUTH 00 DEGREES 27 MINUTES 16 SECONDS EAST, 412.53 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 1120.47 FEET AND A CENTRAL ANGLE OF 58 DEGREES 14 MINUTES 31 SECONDS,; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 1138.97 FEET TO A POINT OF REVERSE CURVE, CONCAVE SOUTHWEST, HAVING A RADIUS OF 2470.00 FEET AND A CENTRAL ANGLE OF 37 DEGREES 30 MINUTES 36 SECONDS; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 1617.04 FEET; THENCE SOUTH 21 DEGREES 11 MINUTES 11 SECONDS EAST, 246.62 FEET TO THE NORTHERLY LINE OF SAID CITY OF PORT ORANGE, FLORIDA, CITY LIMITS; THENCE SOUTH 68 DEGREES 48 MINUTES 49 SECONDS WEST ALONG SAID NORTHERLY LINE, 1369.06 FEET TO THE POINT OF BEGINNING.)

THENCE SOUTHERLY AND EASTERLY ALONG SAID EASTERLY LINE TO THE NORTHERLY LINE OF AFOREMENTIONED “ATLANTIS ANNEXATION DESCRIPTION”;

THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG THE NORTH AND EAST PROPERTY LINES OF SAID “ATLANTIS ANNEXATION DESCRIPTION” TO THE CENTERLINE OF A SWALE AS RECORDED IN OFFICIAL RECORDS BOOK 3553, PAGE 0591, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 3553, PAGE 0591) A PORTION OF SECTIONS 18 AND 19, TOWNSHIP 15 SOUTH, RANGE 33 EAST, AND A PORTION OF SECTION 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE, COMMENCE AT

THE NORTHWEST CORNER OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE SOUTH 01°54'42" EAST, ALONG THE WEST LINE OF SAID SECTION 18, A DISTANCE OF 872.25 FEET TO A POINT IN THE SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95 AND THE POINT OF BEGINNING; THENCE DEPARTING THE AFORESAID WEST LINE OF SECTION 18, NORTH 56°25'25" WEST, ALONG SAID RIGHT OF WAY LINE A DISTANCE OF 948.65 FEET TO THE CENTERLINE OF A SWALE; THENCE DEPARTING THE AFORESAID RIGHT OF WAY LINE, THE FOLLOWING COURSES AND DISTANCES ALONG THE AFORESAID SWALE CENTERLINE: SOUTH 79°55'31" WEST, A DISTANCE OF 295.92 FEET; THENCE SOUTH 70°05'04"WEST, A DISTANCE OF 392.34 FEET; THENCE SOUTH 56°52'54" WEST, A DISTANCE OF 964.44 FEET; THENCE SOUTH 65°16'40" WEST, A DISTANCE OF 172.61 FEET; THENCE SOUTH 50°23'24" WEST, A DISTANCE OF 277.41 FEET; THENCE SOUTH 45°57'33" WEST, A DISTANCE OF 724.45 FEET; THENCE SOUTH 51°21'20" WEST, A DISTANCE OF 2480.32 FEET TO A GAS TRANSMISSION LINE; THENCE DEPARTING THE AFORESAID SWALE CENTERLINE, THE FOLLOWING COURSES AND DISTANCES ALONG THE AFORESAID GAS TRANSMISSION LINE: SOUTH 37°01'12" EAST, A DISTANCE OF 2170.70 FEET; THENCE SOUTH 35°04'53" EAST, A DISTANCE OF 207.16 FEET; THENCE SOUTH 29°26'02" EAST, A DISTANCE OF 132.92 FEET TO A FENCE MARKING THE NORTH LINE OF PROPERTY OCCUPIED BY BERRIEN BECKS, SR,; THENCE DEPARTING THE AFORESAID GAS TRANSMISSION LINE NORTH 88'27'01" EAST, ALONG THE AFORESAID OCCUPIED LINE A DISTANCE OF 977.25 FEET; THENCE NORTH 89'06'46" EAST, A DISTANCE OF 2767.0/ FEET TO THE SOUTHWEST CORNER OF THE AFORESAID SECTION 18; THENCE SOUTH 88'40'06" EAST ALONG THE SOUTH LINE OF SAID SECTION 18 A DISTANCE OF 2254.46 FEET TO THE WEST LINE OF A 100' ACCESS ROAD RIGHT-OF-WAY; THENCE, DEPARTING THE AFORESAID SECTION LINE SOUTH 01'28'12" EAST ALONG THE AFORESAID WEST LINE A DISTANCE OF 729.01 FEET: TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADUIS OF 600.00 FEET, A CENTRAL ANGLE OF 25'33'29", AND A CHORD BEARING OF SOUTH 14'14'46" EAST: THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 267.64 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE SOUTH 27'01'41" EAST, A DISTANCE OF 262.13 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF TAYLOR ROAD, A 100' RIGHT-OF-WAY; THENCE NORTH 62'58'19" EAST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 100.00 FEET TO THE EAST LINE OF THE AFORESAID 100' ACCESS ROAD, RIGHT-OF-WAY; THENCE DEPARTING SAID NORTHERLY RIGHT-OF-WAY LINE NORTH 27'01'41" WEST ALONG THE AFORESAID EAST LINE A DISTANCE OF 282.13 FEET: TO THE POINT OF CURVATURE OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 500.00 FEET. A CENTRAL ANGLE OF 25'33'29", AND A CHORD BEARING OF NORTH 14'14'56" WEST; THENCE RUN NORTHWESTERLY ALONG TH ARC OF SAID CURVE, A DISTANCE OF 223.04 FEET TO THE POINT OF TANGENCY OF SAID CURVE: THENCE NORTH 01'28'12" WEST. A DISTANCE OF 724.12 FEET TO THE SOUTH LINE OF THE AFORSAID SECTION 18: THENCE DEPARTING THE EAST LINE OF THE AFORESAID 100' ACCESS ROAD RIGHT-OF-WAY SOUTH 88'40'06" EAST ALONG THE SOUTH LINE OF THE AFORESAID SECTION 18 A DISTANCE OF 251.89 FEET TO THE SOUTH ¼ CORNER OF SAID SECTION 18; THENCE CONTINUING ALONG THE SOUTH LINE OF SAID SECTION 18 NORTH 88'58'37" EAST, A DISTANCE OF 1632.37 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF THE AFORESAID INTERSTATE NO.95; THENCE DEPARTING THE AFORESAID SOUTH LINE OF SECTION 18 NORTH 15'29'35" WEST ALONG THE AFORESAID SOUTHWESTERLY RIGHT-OF-WAY LINE A DISTANCE OF 542.80 FEET; THENCE NORTH 18'14'26" WEST, A DISTANCE OF 603.51 FEET; THENCE NORTH 24'25'25" WEST, A DISTANCE OF 29.97 FEET; TO THE POINT OF CURVATURE OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADUIS OF 3644.83 FEET, A CENTRAL ANGLE OF 32'00'00", AND A CHORD BEARING OF NORTH 40'25'25" WEST ; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE, A DISTANCE OF 2035.66 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE NORTH 56'25'25" WEST, A DISTANCE OF 3284.90 FEET TO THE POINT OF BEGINNING; CONTAINING 706.59 ACRES, MORE OR LESS);

THENCE NORTHEASTERLY ALONG SAID CENTERLINE, TO THE SOUTHWESTERLY RIGHT OF WAY LINE OF INTERSTATE NO. 95 (STATE ROAD #9), A 350 FOOT RIGHT OF WAY PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 79002-2407;

THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE, TO THE WEST LINE OF SECTION 18, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE NORTHERLY ALONG SAID WEST LINE OF SECTION 18, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID INTERSTATE 95 (STATE ROAD #9) AND THE SOUTHEASTERLY CORNER OF THE FOLLOWING DESCRIBED PROPERTY, AS RECORDED IN OFFICIAL RECORD BOOK 5784, PAGE 3308 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA:

((O.R.B. 5784, PAGE 3308) A PORTION OF SECTIONS 12 AND 13, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL 1:

BEGIN AT THE NORTHWEST CORNER OF HIDDEN LAKE PHASE 1V-A, AS RECORDED IN MAP BOOK 40, PAGES 86 AND 87, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S°04'55"W ALONG THE EAST LINE OF SAID SECTION 12, BEING ALSO THE WEST LINE OF SAID HIDDEN LAKE PHASE IV-A, BEING ALSO THE WEST LINE OF HIDDEN LAKE PHASE IV-B, AS RECORDED IN MAP BOOK 41, PAGE 55, OF SAID PUBLIC RECORDS, A DISTANCE OF 1484.04 FEET TO THE SOUTHWEST CORNER OF SAID HIDDEN LAKE PHASE IV-B, ALSO BEING THE SOUTHEAST CORNER OF SAID SECTION 12; THENCE S0°51'33"E ALONG THE EAST LINE OF SAID SECTION 13, A DISTANCE OF 442.01 FEET TO THE NORTHEASTERLY RIGHT OF WAY OF INTERSTATE 95 (STATE ROAD9), A 350 FOOT RIGHT OF WAY, PER FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP, SECTION 79002-2407; THENCE N55°22'05"W ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE 95, A DISTANCE OF 1484.87 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD RIGHT-OF-WAY WIDTH VARIES, PER EAST COAST BELTLINE, VOLUSIA COUNTY DEPARTMENT OF ENGINEERING, RIGHT-OF-WAY SURVEY, PROJECT NO. 4146-1-2, MAY 1992; THENCE N13°02'00"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD, A DISTANCE OF 538.20 FEET; THENCE N76°58'00"W A DISTANCE OF 20.00 FEET; THENCE N13°02'00"E A DISTANCE OF 603.81 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF WILLOW RUN BOULEVARD BEING A 200 FOOT RIGHT-OF-WAY AS RECORDED IN OFFICIAL RECORDS BOOK 2490, PAGE 998 AND OFFICIAL RECORDS BOOK 2806, PAGE 1370, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE S87°57'18"E ALONG SAID WILLOW RUN BOULEVARD A DISTANCE OF 979.84 FEET TO THE POINT OF BEGINNING, CONTAINING 1,721,044 SQUARE FEET OR 39.5097 ACRES MORE OR LESS.

AND

MAP BOOK 39 PAGES 166 AND 167, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND FOR A POINT OF BEGINNING; THENCE N87°57'18"W ALONG THE NORTH RIGHT-OF-WAY LINE OF AFORESAID WILLOW RUN BOULEVARD A DISTANCE OF 535.11 FEET; THENCE N2°04'3"E A DISTANCE OF 508.28 FEET; THENCE N68°54'04"W A DISTANCE OF 45.14 FEET; THENCE N51°38'01"W A DISTANCE OF 24.61 FEET; THENCE N32°27'40"W A DISTANCE OF 28.09 FEET; THENCE N42°12'28"W A DISTANCE OF 14.94 FEET; THENCE N36°21'04"W A DISTANCE OF 27.68 FEET; THENCE N28°43'47"W A DISTANCE OF 32.47 FEET; THENCE N15°53'44"W A DISTANCE OF 67.85 FEET; THENCE N9°15'03"W A DISTANCE OF 3094 FEET; THENCE N0°45'54"E A DISTANCE OF 17.68 FEET TO THE SOUTH LINE OF A FLORIDA POWER & LIGHT COMPANY RIGHT-OF-WAY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 1664, PAGE 448, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY OF FLORIDA; THENCE S89°14'45"E A DISTANCE OF 659.33 FEET TO THE NORWEST CORNER OF SAID GLENWOOD VILLAGE PHASE II; THENCE N0°04'55"W ALONG THE WEST LINE OF SAID GLENWOOD VILLAGE PHASE II A DISTANCE OF 748.88 FEET TO THE POINT OF BEGINNING AND CONTAINING 412,683 SQUARE FEET OR 9.474 ACRES MORE OR LESS.)

THENCE IN A NORTHWESTERLY DIRECTION ALONG SAID NORTHERLY RIGHT OF WAY LINE OF INTERSTATE 95 TO THE WESTERLY RIGHT OF WAY LINE OF WILLIAMSON

BOULEVARD, A 200 FOOT RIGHT OF WAY PER VOLUSIA COUNTY RIGHT OF WAY SURVEY PROJECT 4146-1-2, DATED MAY, 1992;

THENCE IN A NORTHERLY DIRECTION ALONG SAID WESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD TO THE NORTH LINE OF THE SOUTHEAST ¼ OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, IN AN EASTERLY DIRECTION ALONG THE NORTH LINE OF SAID SOUTHEAST ¼ OF SECTION 12, A DISTANCE OF 200.70 FEET TO THE EASTERLY RIGHT OF WAY LINE OF SAID WILLIAMSON BOULEVARD;

THENCE SOUTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE SOUTH LINE OF A FLORIDA POWER AND LIGHT COMPANY (FP&L) RIGHT OF WAY EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 1664, PAGE 448 AND OFFICIAL RECORDS BOOK 2296, PAGE 1094, SAID OFFICIAL RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE DEPARTING SAID EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, EASTERLY ALONG THE SOUTH LINE OF SAID FP&L RIGHT OF WAY LINE, 430.46 FEET, TO A POINT 200.00 FEET WEST OF, AS MEASURED PERPENDICULAR TO, THE WEST LINE OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE NORTHERLY, PARALLEL WITH THE WEST LINE OF SAID SECTION 7, TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID LINE ALSO BEING THE SOUTHERLY BOUNDARY LINE OF TOWN PARK SUBDIVISION AS RECORDED IN OFFICIAL RECORDS BOOK 4280, PAGES 4198-4199 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND DESCRIBED AS FOLLOWS:

((O.R.BOOK 4280, PAGES 4198-4199), LEGAL DESCRIPTION: RESIDENTIAL PARCEL A PORTION OF SECTIONS 1 AND 12, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF THE GROVES PHASE "C", AS RECORDED IN MAP BOOK 44, PAGE 19 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER ALSO BEING THE SOUTHWEST CORNER OF MADELINE AVENUE, A 100 FOOT RIGHT OF WAY PER SAID THE GROVES PHASE "C"; THENCE N89°48"41"W, 434.83 FEET TO THE CENTERLINE OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 438, SAID PUBLIC RECORDS; THENCE N89°47'50"W, 69.01 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1150.00 FEET AND A CENTRAL ANGLE OF 57°46'0"; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, 1159.45 FEET; THENCE S32°26'10"W, 549.45 FEET TO THE POINT OF BEGINNING; THENCE S44°33'09"E, 663.77 FEET; THENCE S89°19'25"E, 827.82 FEET TO THE WESTERLY LINE OF SAID EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT; THENCE S00°11'27"W, ALONG THE WESTERLY AND SOUTHERLY LINE OF SAID MAIN DRAINAGE CANAL EASEMENT, 536.11 FEET TO THE BEGINNING OF A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 480.00 FEET, A CENTRAL ANGLE OF 64°42'14" AND A CHORD BEARING OF S32°07'42"E; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, 542.06 FEET TO A POINT THAT IS 200.00 FEET WESTERLY OF, WHEN MEASURED PERPENDICULAR TO, THE EAST LINE OF SAID SECTION 12; THENCE S00°05'07"W, PARALLEL WITH SAID EAST LINE OF SECTION 12, A DISTANCE OF 2173.19 FEET TO THE SOUTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 12; THENCE N89°57'22"W, ALONG THE SOUTH LINE OF SAID NORTHEAST ¼ OF SECTION 12 AND THE NORTH LINE OF A FLORIDA POWER AND LIGHT COMPANY RIGHT OF WAY EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 1664, PAGE 448, SAID PUBLIC RECORDS, 671.49 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD (EAST COAST BELTLINE, 200 FOOT RIGHT OF WAY PER VOLUSIA COUNTY RIGHT OF WAY SURVEY, PROJECT NO. 4146-1-2, MAY 1992) AND A POINT ON A NON TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 2964.79 FEET, A CENTRAL ANGLE OF

43°08'11" AND A CHORD BEARING OF N26°04'54"W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE AND SAID EASTERLY RIGHT OF WAY LINE, 2232.11 FEET; THENCE N47°38'59"W, ALONG SAID EASTERLY RIGHT OF WAY LINE, 987.65 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 90°00'09"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 39.27 FEET; THENCE N42°21'10"E; 682.85 FEET TO THE BEGINNING OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2550.00 FEET AND A CENTRAL ANGLE OF 09°55'00"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE, 441.35 FEET; THENCE N32°26'10"E, 134.27 FEET TO THE POINT OF BEGINNING. CONTAINING 100.38 ACRES, MORE OR LESS.);

THENCE WESTERLY ALONG SAID SOUTHERLY BOUNDARY LINE, AND THE SOUTH LINE OF SAID NORTHEAST 1/4, 671.49 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, A 200 FOOT RIGHT OF WAY, AS SHOWN ON A VOLUSIA COUNTY, FLORIDA RIGHT OF WAY MAP, PROJECT NUMBER 4146-1-2, DATED MAY 1992;

THENCE NORTHERLY ALONG SAID EASTERLY RIGHT OF WAY LINE TO THE INTERSECTION OF SAID EASTERLY RIGHT OF WAY LINE WITH THE NORTH LINE OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

THENCE LEAVING SAID EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD AND PROCEEDING IN A WESTERLY DIRECTION ALONG THE NORTH LINE OF SAID SECTION 12 TO THE INTERSECTION OF SAID NORTH LINE WITH THE WESTERLY RIGHT OF WAY LINE OF SAID WILLIAMSON BOULEVARD:

THENCE IN A NORTHWESTERLY DIRECTION, ALONG THE WESTERLY RIGHT OF WAY LINE OF SAID WILLIAMSON BOULEVARD TO THE INTERSECTION OF SAID WESTERLY RIGHT OF WAY LINE AND THE NORTH LINE OF THAT PROPERTY DESCRIBED IN O.R.BOOK 5804, PAGE 3326 OF THE PUBLIC RECORDSD OF VOLUSIA COUNTY, FLORIDA AND DESCRIBED AS FOLLOWS:

((O.R.B. 5804, PG. 3326) LEGAL DESCRIPTION - A PORTION OF SECTION 1, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE GROVES PHASE "C", AS RECORDED IN MAP BOOK 44, PAGE 19 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, SAID CORNER BEING ON THE SOUTHERLY RIGHT OF WAY LINE OF MADELINE AVENUE, A 100 FOOT RIGHT OF WAY; THENCE N89°48'41"W ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 434.83 FEET TO THE CENTERLINE OF THE EAST VOLUSIA COUNTY MOSQUITO CONTROL DISTRICT MAIN DRAINAGE CANAL EASEMENT, AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGE 438, SAID PUBLIC RECORDS; THENCE N00°11'27"E ALONG SAID CENTERLINE, 100.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID MADELINE AVENUE; THENCE N89°47'50"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 68.99 FEET TO THE POINT OF BEGINNING AND THE BEGINNING OF A CURVE CONCAVE SOUTHEAST HAVING A RADIUS OF 1,250.00 FEET AND A CENTRAL ANGLE OF 57°46'00"; THENCE SOUTHWESTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, AND THE ARC OF SAID CURVE, 1260.27 FEET; THENCE CONTINUE ALONG SAID NORTHERLY RIGHT OF WAY LINE S32°26'10"W, 682.72 FEET TO THE BEGINNING OF CURVE CONCAVE NORTHWEST HAVING A RADIUS OF 2,450.00 FEET AND A CENTRAL ANGLE OF 09°55'00"; THENCE SOUTHWESTERLY ALONG SAID RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 424.04 FEET; THENCE S42°21'10"W ALONG SAID RIGHT OF WAY LINE, 207.85 FEET; THENCE DEPART SAID NORTHERLY RIGHT OF WAY LINE, N47°38'59"W, 700.00 FEET; THENCE S42°21'10"W, 500.00 FEET TO THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD, A 200 FOOT RIGHT OF WAY; THENCE N47°38'59"W ALONG SAID EASTERLY RIGHT OF WAY LINE, 746.27 FEET TO THE BEGINNING OF CURVE CONCAVE NORTHEAST HAVING A RADIUS OF 3,728.32 FEET AND A CENTRAL ANGLE OF 08°40'17"; THENCE NORTHWESTERLY ALONG SAID EASTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 564.26 FEET;

THENCE DEPART SAID EASTERLY RIGHT OF WAY LINE,N°28'29"E, 308.54 FEET TO THE BEGINNING OF CURVE CONCAVE SOUTH HAVING A RADIUS OF 1937.10 FEET AND A CENTRAL ANGLE OF 39°43'41"; THENCE EASTERLY ALONG THE RC OF SAID CURVE, 1,343.16 FEET; THENCE S89°47'50"E, 2,138.13 FEET TO THE POINT OF BEGINNING AND CONTAINING 3,008,217.51 SQUARE FEET OR 69.059 ACRES, MORE OR LESS,

TOGETHER WITH THE 200 FOOT RIGHT OF WAY KNOWN AS WILLIAMSON BOULEVARD ADJOINING THE CITY OF PORT ORANGE AND COMMENCING AT A POINT ON THE EAST RIGHT OF WAY LINE OF WILLIAMSON BOULEVARD AND BEING APPROXIMATELY 1446 FEET NORTH OF THE NORTH LINE OF THE MADELINE AVENUE RIGHT OF WAY AND EXTENDING IN A SOUTHERLY DIRECTION ALONG THE EAST RIGHT OF WAY LINE TO ITS INTERSECTION WITH THE SOUTH LINE OF THE NE ¼ OF SECTION 12, TOWNSHIP 16 SOUTH, RANGE 32 E, VOLUSIA COUNTY, FLORIDA.)

THENCE DEPARTING SAID WESTERLY RIGHT OF WAY LINE IN AN EASTERLY DIRECTION ALONG THE NORTH LINE OF SAID PROPERTY DESCRIBED IN O.R. BOOK 5804, PAGE 3326 TO THE INTERSECTION OF SAID NORTH LINE WITH THE CENTERLINE OF MAIN DRAINAGE CANAL, AN 80 FOOT RIGHT OF WAY, AS RECORDED IN OFFICIAL RECORDS BOOK 847, PAGES 430-444 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 847, PAGES 430-444) DESCRIPTION FOR THE MAIN DRAINAGE CANAL EASEMENT 80 FEET WIDE IN T15 & 16S, R32 & 33E, THE CENTER LINE OF SAID EASEMENT BEING DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST LINE OF SECTION 18, T16S, R33E, SAID POINT BEING 1320 FEET MORE OR LESS SOUTH OF THE NE CORNER THEREOF: THENCE NORTHWESTERLY TO A POINT BEING 440 FEET WEST OF THE EAST LINE OF SAID SECTION 18; THENCE NORTHERLY AND PARALLEL TO AND AT A DISTANCE OF 440 FEET FROM THE SAID EAST LINE FOR A DISTANCE OF 860 FEET MORE OR LESS TO THE NORTH LINE OF SECTION 18, T16S, R33E; THENCE FOLLOWING THE MEANDERING NATURAL DRAINAGE SWALE NORTHWESTERLY IN SECTION 7, T16S, R33E TO ITS INTERSECTION WITH AN EXISTING DITCH ON THE WEST LINE OF THE E ½ OF THE SE ¼ OF SAID SECTION 7, SAID POINT OF INTERSECTION BEING 440 FEET SOUTH OF THE NW CORNER OF SAID E ½ OF SE ¼ OF SECTION 7; THENCE WESTERLY AND PARALLEL TO AND BEING 440 FEET SOUTHWESTERLY OF THE NORTH LINE OF THE SE ¼ OF SAID SECTION 7 TO THE NORTH-SOUTH CENTER LINE OF SAID SECTION 7, SAID POINT BEING 440 FEET SOUTH OF THE CENTER OF SECTION 7; THENCE FOLLOWING AN ARC HAVING A RADIUS OF 440 FEET TO A POINT IN THE EAST-WEST CENTER LINE OF SECTION 7, SAID POINT BEING 440 FEET WEST OF THE CENTER OF SECTION 7; THENCE NORTH AND PARALLEL TO THE EAST LINE OF THE NW ¼ OF SAID SECTION 7, TO A POINT BEING 880 FEET SOUTH OF THE NORTH LINE THEREOF, SAID POINT ALSO BEING 440 FEET WEST OF THE SAID EAST LINE OF THE NW ¼ OF SAID SECTION 7 THENCE FOLLOWING AN ARC HAVING A RADIUS OF 440 FEET TO A POINT BEING 440 FEET SOUTH OF THE NORTH LINE OF SECTION 7, AND 880 FEET WEST OF THE EAST LINE OF THE NW ¼ OF SAID SECTION 7; THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID SECTION 7 AND 440 FEET SOUTHERLY THEREOF TO A POINT IN THE WEST LINE OF SECTION 7, SAID POINT BEING ALSO IN THE EAST LINE OF SECTION 12, T16S, R32E, 440 FEET SOUTH OF THE NE CORNER THEREOF; THENCE FOLLOWING AN ARC HAVING A RADIUS OF 440 FEET TO A POINT BEING 440 FEET WEST OF THE NE CORNER OF SECTION 12, SAID POINT ALSO TO THE EAST LINE OF SECTION 1, T16S, R32E; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SECTION 1, T16S, R32E, AND 440 FEET WESTERLY THEREOF TO THE NORTH LINE THEREOF; THENCE NORTH AND PARALLEL TO THE EAST LINE OF SECTION 36, T15S, R32E, AND 440 FEET WESTERLY THEREOF FOR A DISTANCE OF 3300 FEET MORE OR LESS TO AN INTERSECTION WITH A NATURAL DRAINAGE SWALE; THENCE NORTHWESTERLY IN SAID SWALE TO A POINT WHICH IS 440 FEET SOUTH OF THE NORTH LINE OF SAID SECTION 36, BEING 2150 FEET MORE OR LESS WEST FROM THE EAST LINE OF SAID SECTION 36, THENCE WEST AND PARALLEL TO THE NORTH LINE OF SAID SECTION 36 AND 440

FEET SOUTHERLY THEREOF TO THE WEST LINE OF SAID SECTION 36; THENCE CONTINUING WEST ALONG THE SAID PARALLEL LINE BEING 440 FEET SOUTHERLY OF THE NORTH LINE OF SECTION 35, T15S, R32E, FOR A DISTANCE OF 1500 FEET MORE OR LESS TO THE TERMINUS IN A NATURAL DRAINAGE SWALE);

THENCE NORTHERLY ALONG SAID CENTER LINE, TO A POINT IN SECTION 36, TOWNSHIP 15, SOUTH RANGE 32 EAST;

THENCE DEPARTING SAID CENTERLINE AT AN INTERIOR ANGLE OF 90°05'08" EASTERLY A DISTANCE OF 389.31 FEET, TO A POINT ON THE EAST LINE OF SAID SECTION 36, SAID POINT BEING 1650.64 FEET NORTHERLY OF THE SOUTHEAST CORNER OF SAID SECTION 36, AS MEASURED ALONG SAID SECTION LINE;

THENCE ALONG THE WEST LINE OF SECTION 31, TOWNSHIP 15 SOUTH, RANGE 33 EAST, TO A POINT 1651.73 FEET NORTHERLY OF THE SOUTHWEST CORNER THEREOF, AS MEASURED ALONG SAID LINE;

THENCE EASTERLY, PARALLEL WITH THE SOUTH LINE OF SAID SECTION 31, TO THE EAST LINE OF GOVERNMENT LOT 5, SAID SECTION 31;

THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTH 1650 FEET OF GOVERNMENT LOT 6 TO THE EASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD;

THENCE ALONG SAID RIGHT OF WAY LINE, TO THE NORTHWEST CORNER OF THE PROPERTY RECORDED IN OFFICIAL RECORDS BOOK 3907, PAGE 4705, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 3907, PAGE 4705) PARCEL 4: A PORTION OF THE NORTH 660 FEET OF THE EAST 660 FEET OF THE SOUTH 1650 FEET OF GOVERNMENT LOT 6, SECTION 31, TOWNSHIP 15 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS;

AS A REFERENCE POINT, COMMENCE AT A PRM MARKING THE SOUTHEAST CORNER OF SAID GOVERNMENT LOT 6; THENCE N0°16'30"W A DISTANCE OF 1650.00 FEET; THENCE N88°47'23"W A DISTANCE OF 126.58 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE S0°16'30"E A DISTANCE OF 158 FEET; THENCE S88°47'23"E A DISTANCE OF 1.58 FEET TO A POINT; THENCE S0°16'30"E A DISTANCE OF 64.70 FEET TO A POINT; THENCE N88°47'23"W A DISTANCE OF 374.37 FEET TO A POINT IN THE EAST RIGHT-OF-WAY LINE SAID CLYDE MORRIS BOULEVARD; THENCE N31°34'0"W ALONG SAID EAST RIGHT-OF-WAY LINE OF CLYDE MORRIS BOULEVARD A DISTANCE OF 264.78 FEET; THENCE S88°47'23"E A DISTANCE OF 510.36 FEET TO THE POINT OF BEGINNING);

THENCE EASTERLY, SOUTHERLY, AND WESTERLY ALONG THE BOUNDARY OF SAID PARCEL 4, TO THE EASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD;

THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE, TO THE NORTH LINE OF THE SOUTH 330 FEET OF THE NORTH 990 FEET OF THE SOUTH 1650 FEET OF THE SOUTHWEST 1/4 OF SECTION 31, TOWNSHIP 15 SOUTH, RANGE 33 EAST;

THENCE EASTERLY ALONG SAID NORTH LINE, TO THE WEST LINE OF GOVERNMENT LOT 7, SAID SECTION 31;

THENCE SOUTHERLY ALONG THE SAID WEST LINE OF GOVERNMENT LOT 7 TO THE NORTH LINE OF THE SOUTHERLY 1028 FEET OF SAID GOVERNMENT LOT 7;

THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTHERLY 1028 FEET, TO THE WEST LINE OF THE EASTERLY 889.93 FEET OF SAID GOVERNMENT LOT 7;

THENCE SOUTHERLY ALONG SAID WEST LINE OF THE EASTERLY 889.93 FEET, TO THE SOUTH LINE OF THE NORTHERLY 125 FEET OF THE SOUTHERLY 1028 FEET OF SAID GOVERNMENT LOT 7;

THENCE EASTERLY ALONG SAID SOUTH LINE, TO THE EAST LINE OF THE WESTERLY 470.00 FEET OF THE EASTERLY 889.93 FEET OF SAID GOVERNMENT LOT 7;

THENCE NORTHERLY ALONG SAID EAST LINE, TO THE SAID NORTH LINE OF THE SOUTHERLY 1028 FEET OF SAID GOVERNMENT LOT 7;

THENCE EASTERLY ALONG SAID NORTH LINE OF THE SOUTHERLY 1028 FEET, TO THE WEST LINE OF GOVERNMENT LOT 8 SAID SECTION 31;

THENCE NORTHERLY ALONG SAID WEST LINE, TO THE NORTH LINE OF THE SOUTHERLY 20 ACRES OF SAID GOVERNMENT LOT 8;

THENCE EASTERLY ALONG SAID NORTH LINE, TO THE EAST LINE OF SAID SECTION 31;

THENCE NORTHERLY ALONG SAID EAST LINE, TO THE WESTERLY LINE OF THE TOWN OF BLAKE AS RECORDED IN MAP BOOK 1, PAGE 30, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE ALONG THE WESTERLY AND SOUTHERLY LINES OF SAID TOWN OF BLAKE, TO THE WESTERLY LINE OF THE MAP OF DUNLAWTON AS RECORDED IN MAP BOOK 14 PAGES 83-84 , PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF THE MAP OF DUNLAWTON, TO THE NORTH LINE OF SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE WESTERLY ALONG SAID NORTH LINE OF SECTION 5, TO THE PARCEL RECORDED IN OFFICIAL RECORDS BOOK 1724, PAGES 1902-1904, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND DESCRIBED AS FOLLOWS:

((O.R.B. 1724, PAGES 1902-1904) LOT 1, BLOCK 8, EXCEPT THE NORTHERLY 75 FEET THEREOF, DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND A PART OF LOT 1, SUBDIVISION OF LOTS 1, 2, AND 4, SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, LYING WEST AND NORTH OF THE FOLLOWING DESCRIBED LINE COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 8, DUNLAWTON; THENCE S65°W A DISTANCE OF 500 FEET; THENCE TO A POINT WHICH LIES 600 FEET S65°W OF THE SOUTHWEST CORNER OF LOT 4, BLOCK I, DUNLAWTON; THENCE TO THE NEAREST POINT WHERE THE LINE WILL STRIKE THE NATURAL BOUNDARY OF "BUTLER BRANCH"; THENCE FOLLOWING THE COURSE THEREOF IN A GENERAL WESTERLY DIRECTION OT THE WEST LINE OF LOT 2, SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AS RECORDED IN MAP BOOK 2, PAGE 69, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCEL: COMMENCE AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF SAID LOT 4, BLOCK 1, DUNLAWTON; THENCE S25°E ALONG THE WEST LINE OF SAID LOT 4, A DISTANCE OF 410.5 FEET TO THE POINT OF BEGINNING; THENCE WEST ALONG THE NORTH LINE OF LOT 1, SUBDIVISION OF LOT 1, 2, AND 4, SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AFORESAID, A DISTANCE OF 551.68 FEET TO A POINT; THENCE S25°E, A DISTANCE OF 572.65 FEET TO A POINT; THENCE N65°E A DISTANCE OF 500 FEET TO A POINT IN THE WEST LINE OF BLOCK 8, DUNLAWTON; THENCE NORTH ALONG THE WEST LINE OF BLOCKS 1 AND 8, DUNLAWTON, A DISTANCE OF 339.5 FEET TO THE POINT OF BEGINNING.

ALSO DESCRIBED AS: LOT 1, BLOCK 8, EXCEPT THE NORTHERLY 75 FEET THEREOF, DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AND A PART OF LOT 1, SUBDIVISION OF LOTS 2 AND 4 OF SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE SOUTHWEST CORNER OF LOT Q, BLOCK 8, SAID DUNLAWTON SUBDIVISION; THENCE S65°14'55"W A DISTANCE OF 540.47 FEET; THENCE S15°56'27"E A DISTANCE OF 705 FEET MORE OR LESS TO THE NATURAL BOUNDARY OF "BUTLER BRANCH"; THENCE FOLLOWING THE COURSE THEREOF IN A GENERAL WESTERLY DIRECTION TO THE WEST LINE OF LOT 2, SECTION 5, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AS RECORDED IN MAP BOOK 2, PAGE 68, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N0°50'10"E ALONG THE WEST LINE OF SAID U.S. LOT 2, A DISTANCE OF 2100 FEET MORE OR LESS; THENCE S26°59'44"E A DISTANCE OF 572.75 FEET; THENCE N63°00'16"E A DISTANCE OF 500 FEET; THENCE S26°59'44"E A DISTANCE OF 585 FEET TO THE POINT BEGINNING. CONTAINING 46.57 ACRES MORE OR LESS);

THENCE SOUTHEASTERLY AND NORTHEASTERLY ALONG SAID PARCEL, TO THE SOUTH LINE OF THE NORTHERLY 75 OF LOT 1, BLOCK 8, SAID MAP OF DUNLAWTON;

THENCE ALONG SAID SOUTH LINE OF THE NORTHERLY 75 FEET, TO THE EAST LINE OF SAID LOT 1, BLOCK 8;

THENCE SOUTHERLY AND WESTERLY ALONG SAID LOT 1 BLOCK 8, TO THE SOUTHWEST CORNER THEREOF;

THENCE CONTINUE ALONG SAID PARCEL RECORDED IN BOOK 1724 PAGES 1902-1909 WESTERLY TO THE WESTERLY RIGHT OF WAY LINE OF NOVA ROAD AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP OF STATE ROAD 5A(NOVA ROAD) VOLUSIA COUNTY, SECTION 79190-2510, SHEET 6 OF 17;

THENCE SOUTHERLY, ALONG SAID WESTERLY RIGHT OF WAY LINE, TO THE SOUTHERLY RIGHT OF WAY LINE OF ALICE STREET, AS SHOWN ON SAID MAP OF DUNLAWTON;

THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE TO THE EASTERLY LINE OF LOT 2, BLOCK 9, SAID MAP OF DUNLAWTON;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF LOT 2, BLOCK 9 TO THE SOUTHEAST CORNER THEREOF;

THENCE EASTERLY ALONG THE NORTH LINE OF LOT 4, BLOCK 10, SAID MAP OF DUNLAWTON TO THE NORTHEAST CORNER THEREOF;

THENCE NORTHERLY ALONG THE WEST LINE OF LOT 2, BLOCK 10, SAID MAP OF DUNLAWTON, TO THE NORTHWEST CORNER THEREOF;

THENCE EASTERLY ALONG SAID NORTHERLY LINE OF LOT 2, BLOCK 10, TO THE SOUTHERLY EXTENSION OF THE EAST LINE OF THE WEST 165 FEET OF LOT 3 BLOCK 7, SAID MAP OF DUNLAWTON;

THENCE NORTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF THE SOUTH 264 FEET OF SAID LOT 3;

THENCE EASTERLY ALONG SAID NORTH LINE TO THE CENTERLINE OF SAID PEPPERHILL ROAD;

THENCE NORTHERLY ALONG SAID CENTERLINE, TO THE SOUTHERLY RIGHT OF WAY LINE OF SHELDON AVENUE AS SHOWN ON SAID MAP OF DUNLAWTON;

THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT OF WAY LINE, TO THE EASTERLY LINE OF LOT 1, BLOCK 6, SAID MAP OF DUNLAWTON;

THENCE SOUTHERLY ALONG SAID EASTERLY LINE OF LOT 1, BLOCK 6, TO THE SOUTHEAST CORNER THEREOF;

THENCE SOUTHERLY ALONG THE WESTERLY LINE OF LOT 3, BLOCK 6, OF SAID MAP OF DUNLAWTON, TO THE SOUTHERLY LINE OF THE NORTHERLY 50 FEET OF SAID LOT 3, BLOCK 6;

THENCE EASTERLY ALONG SAID LINE, TO THE EASTERLY LINE OF SAID LOT 3, BLOCK 6;

THENCE SOUTHERLY ALONG THE EASTERLY LINES OF LOT 3, BLOCK 6, LOT 2, BLOCK 11 AND LOT 3, BLOCK 11, SAID MAP OF DUNLAWTON, TO THE NORTHERLY RIGHT OF WAY LINE OF SAID MADELINE AVENUE;

THENCE EASTERLY ALONG SAID NORTHERLY RIGHT OF WAY LINE, TO THE EASTERLY LINE OF SAID MAP OF DUNLAWTON;

THENCE NORTHERLY ALONG SAID EASTERLY LINE OF THE MAP OF DUNLAWTON, TO THE NORTH LINE OF SECTION 4, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

THENCE EASTERLY ALONG SAID NORTH LINE OF SECTION 4, TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING PARCELS:

PARCEL “A”

THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4, WEST OF CLYDE MORRIS BOULEVARD, OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, EXCEPT THE SOUTH 930 FEET THEREOF.

PARCEL “C”

THE SOUTH 1/5, OF THE NE 1/4, OF THE SE 1/4 OF SAID SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST TOGETHER WITH;

THE NORTH 1/2, OF THE SE 1/4, OF THE SE 1/4 OF SAID SECTION 6, TOGETHER WITH;

THE EASTERLY 30 FEET OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, TOGETHER WITH;

THE EASTERLY 30 FEET OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST LYING EASTERLY OF CLYDE MORRIS BOULEVARD.

PARCEL “D”

THE SOUTH 350 FEET OF THE EAST 100 FEET OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST.

PARCEL “E”:

THE NORTH 110 FEET OF THE SOUTH 1/2 OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH RANGE 33 EAST, EXCEPT THE EAST 32.50 FEET THEREOF.

PARCEL “F”:

THE EAST 13 CHAINS, OF THE NE 1/4 OF THE NE 1/4 OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST;

LESS AND EXCEPT THAT PORTION LYING WITHIN PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 2639, PAGE 0179; PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

LESS AND EXCEPT THAT PORTION LYING WITHIN PAR CEL DESCRIBED IN OFFICIAL RECORDS BOOK 7537, PAGE 4437, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA,

LESS AND EXCEPT THAT PORTION LYING WITHIN AND NORTHEASTERLY OF AIRPORT ROAD.

PARCEL “G”

THE SE 1/4 OF THE SE 1/4 , OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST; LESS AND EXCEPT THAT PORTION LYING WITHIN “THE SANCTUARY ON SPRUCE CREEK, PHASE 1”, AS RECORDED IN MAP BOOK 45, PAGES 48-51, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

LESS AND EXCEPT THAT PORTION LYING WITHIN AIRPORT ROAD.

AND LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

BEING A PORTION OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST, LYING WEST OF WILLIAMSON BOULEVARD, A VARYING WIDTH RIGHT-OF-WAY, ALL LYING IN VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEGINNING AT THE SOUTHEAST CORNER OF PARCEL "K" AS SHOWN ON PLAT OF THE SANCTUARY ON SPRUCE CREEK, PHASE I, ACCORDING TO THE MAP OR PLAT LOCATED IN MAP BOOK 45, PAGES 48 THROUGH 51, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 89 DEGREES 56 MINUTES 40 SECONDS EAST, A DISTANCE OF 371.59 FEET TO THE MONUMENTED WESTERLY RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD, VARYING RIGHT-OF-WAY AS SHOWN IN RIGHT-OF-WAY MAP, PROJECT NUMBER 4740-2, DATED 01/15/2008, SAID POINT ALSO BEING ON A CURVE, CONCAVE NORTHEASTERLY AND TO THE LEFT HAVING A CENTRAL ANGLE OF 05 DEGREES 50 MINUTES 32 SECONDS, A RADIUS OF 1959.86 FEET, A CHORD BEARING SOUTH 03 DEGREES 15 MINUTES 41 SECONDS WEST, A CHORD LENGTH OF 199.73 FEET, THENCE ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD A ARC DISTANCE OF 199.82 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY MONUMENTED RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD SOUTH 00 DEGREES 20 MINUTES 26 SECONDS WEST, A DISTANCE OF 192.38 FEET TO A POINT ON LINE OF THE RIGHT-OF-WAY LINE AS SHOWN ON AFORESAID RIGHT-OF-WAY MAP ALSO BEING THE NORTH LINE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 7559, PAGE 131, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 89 DEGREES 57 MINUTES 13 SECONDS WEST A DISTANCE OF 948.83 FEET TO A POINT ON THE EASTERLY PROPERTY LINE OF LOT 12 ALSO BEING THE SOUTHEAST CORNER OF PARCEL "O" ACCORDING TO SAID PLAT

OF THE SANCTUARY ON SPRUCE CREEK, PHASE I, THENCE NORTH 10 DEGREES 33 MINUTES 25 SECONDS EAST ALONG THE EAST LINE OF PARCEL "O", A DISTANCE OF 398.45 FEET, THENCE NORTH 89 DEGREES 56 MINUTES 40 SECONDS EAST, A DISTANCE OF 516.73 FEET TO THE POINT OF BEGINNING.

PARCEL “H”

COMMENCE AT THE SW CORNER OF THE NW 1/4 OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST;
THENCE EAST ALONG THE SOUTH LINE OF THE NW 1/4 OF SAID SECTION 29, 327.4 FEET TO THE WEST R/W OF COUNTY ROAD;

THENCE NORTH 16 DEGREES, 41 MINUTES EAST ALONG SAID R/W, 184.5 FEET FOR THE POINT OF BEGINNING;

THENCE NORTH 16 DEGREES, 41 MINUTES EAST ALONG SAID R/W, 437.08 FEET;

THENCE NORTHERLY, 353.5 FEET ALONG SAID R/W, BEING AN ARC OF A CURVE WITH A RADIUS OF 432.78 FEET AND AN ANGLE OF 46 DEGREES, 48 MINUTES;

THENCE WEST 1159.65 FEET TO THE CENTER OF SPRUCE CREEK;

THENCE ALONG CENTER OF SAID SPRUCE CREEK SOUTH 28 DEGREES, 14 MINUTES WEST, 37.7 FEET;

THENCE CONTINUE CENTER OF CREEK SOUTH 11 DEGREES, 00 MINUTES WEST, 158 FEET;

THENCE CONTINUE CENTER OF CREEK SOUTH 08 DEGREES, 22 MINUTES EAST, 51.1 FEET;

THENCE CONTINUE CENTER OF CREEK SOUTH 29 DEGREES, 00 MINUTES EAST, 400 FEET;

THENCE CONTINUE CENTER OF CREEK SOUTH 09 DEGREES, 57 MINUTES EAST, 173.36 FEET;

THENCE EAST 889.9 FEET TO POINT OF BEGINNING, CONTAINING 19.2 ACRES MORE OR LESS, BEING IN THE SW 1/4 OF THE NW 1/4 OF SECTION 29 AND THE SE 1/4 OF THE NE 1/4 OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST DESCRIPTION PER OFFICIAL RECORDS BOOK 567 PAGE 45, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS THAT PORTION OF SAID PROPERTY IN SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST RESIDING WITHIN THE CORPORATE BOUNDARY OF THE CITY OF PORT ORANGE.

PARCEL “I”

ALL THAT PART OF THE SOUTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 24, TOWNSHIP 16 SOUTH RANGE 32 EAST LYING EASTERLY OF THE EAST RIGHT OF WAY OF TAYLOR ROAD AS RECORDED IN RIGHT OF WAY BOOK 1, PAGES 40-46 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LESS AND EXCEPT THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 4823, PAGE 1318 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND DESCRIBED AS FOLLOWS:

((O.R.B. 4823, PAGE 1318) A PORTION OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, A PORTION OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND A PORTION OF R. L. LEFFMAN’S HOMESTEAD AS RECORDED IN MAP BOOK 3, PAGE 56, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A

POINT OF REFERENCE BEGIN AT THE CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID MONUMENT BEING THE SOUTHEAST CORNER OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE S03°39'12W ALONG THE EASTERLY LINE OF SAID SECTION 25, 851.62 FEET TO AN INTERSECTION WITH THE NORTHERLY SHORE LINE OF SPRUCE CREEK; THENCE GENERALLY WESTERLY, SOUTHERLY AND WESTERLY ALONG THE NORTHERLY SHORE LINE OF SAID SPRUCE CREEK TO AN INTERSECTION WITH A LINE THAT BEARS S04°31'03"W OF THE SOUTHWEST CORNER OF LOT 7 OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE N04°31'03"E, 1625 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE S86°38'33"E ALONG THE SOUTH LINE OF SAID R. L. LEFFMAN'S HOMESTEAD 664.75 FEET; THENCE N04°06'44"E 380.26 FEET; THENCE N87°00'44"W 981.56 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF THE OCCUPIED TAYLOR ROAD; THENCE N30°08'14"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 44.95 FEET; THENCE S87°00'44"E 1406.14 FEET, THENCE N04°06'44"E 698.24 FEET; THENCE N87°00'44"W 999.285 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD AS OCCUPIED; THENCE N44°10'51"E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 264.34 FEET TO THE NORTH LINE OF R. L. LEFFMAN'S HOMESTEAD 1044.664 FEET TO THE WEST LINE OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N04°06'44"E ALONG THE SAID WEST LINE OF SECTION 19 145.36 FEET; THENCE S85°44'44" E 1313.42 FEET; THENCE N03°50'56"E 1341.70 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S85°19'42"E 326.83 FEET; THENCE S03°46'57"W 1339.235 FEET; THENCE S85°44'44" E 328.36 FEET; THENCE S03°42'57"W 668.39 FEET; THENCE S85°57'39"E 658.25 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S03°34'54"W ALONG THE SAID EAST LINE 665.93 FEET TO THE SOUTH LINE OF SAID SECTION 19; THENCE N89°10'30"W 2639.195 FEET TO THE CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE S03°35'41.5"W ALONG THE EAST LINE OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST 113.775 FEET TO THE CONCRETE MONUMENT AND THE POINT OF BEGINNING.

ALSO

LANDS LYING SOUTHERLY OF THE NORTH BANK OF SPRUCE CREEK AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL THREE: ALL THAT PART OF THE SE ¼, NE ¼, SECTION TWENTY FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY TWO (32) EAST, LYING AND BEING SOUTH AND EAST OF SPRUCE CREEK, EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DIE\STRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PATE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL FOUR: ALL THAT PART OF THE WEST ½, NE ¼, SECTION TWENTY-FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY-TWO (32) EAST, LYING AND BEING SOUTH OF SPRUCE CREEK EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE EXCEPTED PORTION OF PARCELS THREE AND FOUR ABOVE ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CONCRETE MONUMENT ON THE NORTH LINE OF THE NE ¼ OF THE SW ¼ OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED N49°40'40"E, 2088.72 FEET FROM A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF A TRACT OF LAND OWNED BY BELLE MURRAY AND BENNIE L. GRIFFIN; THENCE N89°01'30"E, ALONG THE NORTH LINE OF THE SOUTH ½ OF SAID SECTION

25, 1218.44 FEET TO A CONCRETE MONUMENT LOCATED AT THE TOP OF THE BLUFF OF THE EAST SIDE OF SPRUCE CREEK SWAMP FOR A PLACE OF BEGINNING; THENCE FROM SAID PLACE OF BEGINNING ALONG THE TOP OF THE BLUFF THE FOLLOWING COURSES AND DISTANCES: N00°59'20"W, 220.07 FEET TO A CONCRETE MONUMENT; N62°26'20"E, 300 FEET TO A CONCRETE MONUMENT; N54°33'00"E, 690 FEET TO A CONCRETE MONUMENT; N59°56'40"E, 320 FEET TO A CONCRETE MONUMENT; N80°57'00"E, 285 FEET TO A CONCRETE MONUMENT; N60°28'30"E, 366.58 FEET TO A CONCRETE MONUMENT ON THE EAST BOUNDARY OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED S00°31'50"W, 206.82 FEET FROM THE NORTHEAST CORNER OF THE SE ¼ OF THE NE ¼ OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE NE ¼ OF SECTION 25 TO THE SOUTHEAST CORNER OF THE NE ¼ OF SECTION 25; THENCE WESTWARDLY ALONG THE SOUTH LINE OF THE NE ¼ OF SECTION 25 TO THE PLACE OF BEGINNING.)

PARCEL "J"

A PORTION OF THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 6; THENCE SOUTH 89 DEGREES 35 MINUTES 25 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 6, A DISTANCE OF 3959.99 FEET; THENCE SOUTH 00 DEGREES 24 MINUTES 35 SECONDS WEST 118.33 FEET TO THE NORTHEASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD, A 100 FOOT RIGHT OF WAY AS NOW LAID OUT AND USED; THENCE NORTWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE A DISTANCE OF 995.59 FEET TO THE POINT OF BEGINNING; THENCE DEPARTING SAID NORTHEASTERLY RIGHT OF WAY LINE, NORTH 00 DEGREES 24 MINUTES 35 SECONDS EAST 302.92 FEET; THENCE NORTH 89 DEGREES 35 MINUTES 25 SECONDS WEST 254.77 FEET TO SAID NORTHEASTERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD; THENCE SOUTHWESTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING.

PARCEL "K"

ALL THAT PART OF THE NORTHWEST 1/4 OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, LYING WESTERLY OF THE WEST LINE OF THE EAST 270.00 FEET OF SAID NORTHWEST 1/4 AND SOUTHERLY OF THE SOUTHERLY RIGHT OF WAY LINE OF TAYLOR ROAD AS RECORDED IN RIGHT OF WAY BOOK 1, PAGES 40-46 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH THE SOUTHWEST 1/4 OF SAID SECTION 19, LESS AND EXCEPT THAT PARCEL RECORDED IN OFFICIAL RECORDS BOOK 4823, PAGE 1318 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. AND DESCRIBED AS FOLLOWS:

((O.R. BOOK 4823, PAGE 1318) A PORTION OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, A PORTION OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND A PORTION OF R. L. LEFFMAN'S HOMESTEAD AS RECORDED IN MAP BOOK 3, PAGE 56, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF REFERENCE BEGIN AT THE CONCRETE MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID MONUMENT BEING THE SOUTHEAST CORNER OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE S03°39'12W ALONG THE EASTERLY LINE OF SAID SECTION 25, 851.62 FEET TO AN INTERSECTION WITH THE NORTHERLY SHORE LINE OF SPRUCE CREEK; THENCE GENERALLY WESTERLY, SOUTHERLY AND WESTERLY ALONG THE NORTHERLY SHORE LINE OF SAID SPRUCE CREEK TO AN INTERSECTION WITH A LINE THAT BEARS S04°31'03"W OF THE SOUTHWEST CORNER OF LOT 7 OF SAID R. L. LEFFMAN'S HOMESTEAD; THENCE N04°31'03"E, 1625 FEET, MORE OR LESS, TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE S86°38'33"E ALONG THE SOUTH LINE OF SAID R. L. LEFFMAN'S HOMESTEAD 664.75 FEET; THENCE N04°06'44"E 380.26 FEET; THENCE N87°00'44"W 981.56 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF THE OCCUPIED

TAYLOR ROAD; THENCE N30°08’14”E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 44.95 FEET; THENCE S87°00’44”E 1406.14 FEET, THENCE N04°06’44”E 698.24 FEET; THENCE N87°00’44”W 999.285 FEET TO THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD AS OCCUPIED; THENCE N44°10’51”E ALONG THE SOUTHEAST RIGHT-OF-WAY LINE OF SAID TAYLOR ROAD 264.34 FEET TO THE NORTH LINE OF R. L. LEFFMAN’S HOMESTEAD; THENCE SOUTH 87°00'44” EAST ALONG THE NORTH LINE OF R. L. LEFFMAN'S HOMESTEAD 1044.664 FEET TO THE WEST LINE OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N04°06’44”E ALONG THE SAID WEST LINE OF SECTION 19 145.36 FEET; THENCE S85°44’44” E 1313.42 FEET; THENCE N03°50’56”E 1341.70 FEET TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S85°19’42”E 326.83 FEET; THENCE S03°46’57”W 1339.235 FEET; THENCE S85°44’44” E 328.36 FEET; THENCE S03°42’57”W 668.39 FEET; THENCE S85°57’39”E 658.25 FEET TO THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 19; THENCE S03°34’54”W ALONG THE SAID EAST LINE 665.93 FEET TO THE SOUTH LINE OF SAID SECTION 19; THENCE N89°10’30”W 2639.195 FEET TO THE CONCRETE MONUMENT MARKING THE SOUTHWEST CORNER OF SAID SECTION 19; THENCE S03°35’41.5”W ALONG THE EAST LINE OF SECTION 24, TOWNSHIP 16 SOUTH, RANGE 32 EAST 113.775 FEET TO THE CONCRETE MONUMENT AND THE POINT OF BEGINNING.

FURTHER EXCEPTIONG FROM THE SOUTHWEST ¼ OF SAID SECTION 19 THAT PARCEL RECORDED IN OFFICIAL RECORDS BOOK 7318, PAGE 1477, SAID PUBLIC RECORDS, DESCRIBED AS FOLLOWS:

(O.R. Book: 7318, Page: 1477)
The Southwest ¼ of the Northwest ¼ of the Southwest ¼ of Section 19, Township 16 South, Range 33 East, Volusia County, Florida.

AND FURTHER EXCEPTIONG FROM THE SOUTHWEST ¼ OF SAID SECTION 19 THAT PARCEL RECORDED IN OFFICIAL RECORDS BOOK 7136, PAGE 3051, SAID PUBLIC RECORDS, DESCRIBED AS FOLLOWS:

(O,R.Book: 7136, Page: 3051)
The West ½ of the following described property:
That part of the Northwest ¼ of the Southwest ¼ of Section 19, Township 16 South, Range 33 East, Volusia County, Florida, and being more particularly described as follows:
From a reference point, being the Southwest corner of said Section 19, run North 01° 06’ 10” West, a distance of 2027.64 feet to a point; thence run North 89° 17’ 25” East a distance of 656.13 feet to the Point of Beginning; Thence continue North 89° 17’ 25” East a distance of 656.26 feet to a point; thence run South 01° 23’ 45” West a distance of 673.98 feet to a point; thence run South 89° 20’ 05” West a distance of 658.86 feet to a point; thence run North 1° 11’ 55” West a distance of 673.54 feet to the Point of Beginning.
Together with an easement for ingress and egress to the above described property, said easement being described as follows: a 25 foot road easement in Section 24, Township 16 South, Range 32 East and Section 19, Township 16 South, Range 33 East, in Volusia County, Florida, described as follows: All land lying within 25 feet North, measured at right angles, from the following described line; beginning at the intersection of the Southeasterly line of Samsula (Taylor) Road, a 100 foot road as now occupied and recognized; with centerline of the Northeast ¼ of the Southeast ¼ of said Section 24, Township 16 South, Range 32 East; run thence North 89° 17’ 25” East along said center line for a distance of 288.5 feet to a point in the Eastline of said Section 24; thence continue North 89° 17’ 25” East and along the center line of the Northwest ¼ of the Southwest ¼ of Section 19, Township 16 South, Range 33 East, a distance of 681.13 feet to a point; said point being the Easterly termination of this description.
Together with an easement for ingress and egress and utilities over the West 12.5 feet of the East ½ of the following described property: That part of the Northwest ¼ of the Southwest ¼ of Section 19, Township 16 South, Range 33 East, Volusia County, Florida, and being more particularly described as follows: From a reference point, being the Southwest corner of said Section 19, run North 01° 06’ 10” West a distance of 2027.64 feet to a point; thence run North 89° 17’ 25” East a distance of 656.13 feet to the Point of Beginning; thence continue North 89° 17’ 25” East a distance of 656.28 feet to a point; thence run South 01° 23’ 45” West a distance of 673.98 feet to a point; thence run South 89° 20’ 05” West a distance of

658.86 feet to a point; thence run North 01° 11’ 55” West a distance of 673.54 feet to the Point of Beginning.

PARCEL “L”

(Official Records Book 3619, Page 1288) A portion of the Northeast 1/4 of the Southeast 1/4 of Section 24, Township 16 South, Range 32 East, described as follows : Beginning at a concrete monument marking the Northeast corner of the Northeast 1/4 of the Southeast 1/4 of Section 24; thence West along the North line of the Northeast 1/4 of the Southeast 1/4 of said Section 24 a distance of 385.3 feet to the Place of Beginning of Parcel 1; thence South a distance of 510.39 feet to a point in the Westerly right of way line of Samsula-Port Orange Road (a 100.00 foot right of way as proposed); thence South 39 degrees 53 minutes West along the Westerly boundary of said proposed road a distance of 140.29 feet; thence North 10 degrees 32 minutes 40 seconds West a distance of 628.65 feet; thence East a distance of 205.0 feet to the Place of Beginning.

PARCEL “M”

A portion of the NE 1/4 of the SE 1/4 of Section 24, Township 16 South, Range 32 East, Volusia County, Florida, being more particularly described as follows:

Begin at the Southwest corner of the NE 1/4 of the SE 1/4 of Section 24, Township 16 South, Range 32 East, Volusia County, Florida; thence North 00°00'00" East, a distance of 208.80 feet along the West line of the NE 1/4 of the SE 1/4 of said Section 24 to a point on the Southwesterly line of Parcel 1 as described in Official Records Book 7058, Pages 4250 through 4251, Public Records of Volusia County, Florida; thence South 41°45'28" East, a distance of 278.35 feet along the Southwesterly line of said Parcel 1 to a point on the South line of said NE 1/4 of the SE 1/4; thence South 89°38'31" West, a distance of 185.38 feet along said South line to the POINT OF BEGINNING.

ALSO

PARCEL IDENTIFICATION NUMBER 24-16-32-00-00-0090-6224-00-00-0090

(Official Records Book 4214, Page 111)Part of the Northeast quarter of the Southeast quarter, Section 24, Township 16 South, Range 32 East, described as follows : the Southerly 150 feet as lies Easterly of a county maintained road known as “Samsula Road” the said parcel being subject to the use of the public for road purposes in and over that part maintained by Volusia, County, Florida, Board of County Commissioners.

ALSO

LANDS LYING SOUTHERLY OF THE NORTH BANK OF SPRUCE CREEK AND LOCATED IN THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

PARCEL THREE: ALL THAT PART OF THE SE ¼, NE ¼, SECTION TWENTY FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY TWO (32) EAST, LYING AND BEING SOUTH AND EAST OF SPRUCE CREEK, EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DIE\STRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PATE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PARCEL FOUR: ALL THAT PART OF THE WEST ½, NE ¼, SECTION TWENTY-FIVE (25), TOWNSHIP SIXTEEN (16) SOUTH, RANGE THIRTY-TWO (32) EAST, LYING AND BEING SOUTH OF SPRUCE CREEK EXCEPT SO MUCH THEREOF AS WAS TRANSFERRED IN FEE TO THE UNITED STATES OF

AMERICA BY JUDGMENT IN CASE NO. 574-J CIVIL IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF FLORIDA, AS THE SAME APPEARS IN FOREIGN JUDGMENT BOOK 3, PAGE 322, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

THE EXCEPTED PORTION OF PARCELS THREE AND FOUR ABOVE ARE MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A CONCRETE MONUMENT ON THE NORTH LINE OF THE NE ¼ OF THE SW ¼ OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED N49°40'40"E, 2088.72 FEET FROM A CONCRETE MONUMENT AT THE NORTHEAST CORNER OF A TRACT OF LAND OWNED BY BELLE MURRAY AND BENNIE L. GRIFFIN; THENCE N89°01'30"E, ALONG THE NORTH LINE OF THE SOUTH ½ OF SAID SECTION 25, 1218.44 FEET TO A CONCRETE MONUMENT LOCATED AT THE TOP OF THE BLUFF OF THE EAST SIDE OF SPRUCE CREEK SWAMP FOR A PLACE OF BEGINNING; THENCE FROM SAID PLACE OF BEGINNING ALONG THE TOP OF THE BLUFF THE FOLLOWING COURSES AND DISTANCES: N00°59'20"W, 220.07 FEET TO A CONCRETE MONUMENT; N62°26'20"E, 300 FEET TO A CONCRETE MONUMENT; N54°33'00"E, 690 FEET TO A CONCRETE MONUMENT; N59°56'40"E, 320 FEET TO A CONCRETE MONUMENT; N80°57'00"E, 285 FEET TO A CONCRETE MONUMENT; N60°28'30"E, 366.58 FEET TO A CONCRETE MONUMENT ON THE EAST BOUNDARY OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED S00°31'50"W, 206.82 FEET FROM THE NORTHEAST CORNER OF THE SE ¼ OF THE NE ¼ OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE NE ¼ OF SECTION 25 TO THE SOUTHEAST CORNER OF THE NE ¼ OF SECTION 25; THENCE WESTWARDLY ALONG THE SOUTH LINE OF THE NE ¼ OF SECTION 25 TO THE PLACE OF BEGINNING.);

AND ALSO THAT PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 3838, PAGE 1888 OF SAID PUBLIC RECORDS AND DESCRIBED AS FOLLOWS:

((O.R. BOOK 3838, PAGE 1888) PARCEL A:

PART OF THE NW 1/4 OF THE SW 1/4 AND PART OF THE SW 1/4 OF THE NW 1/4, SECTION 19, TOWNSHIP 16-S, RANGE 33-E AND PART OF THE NE 1/4 OF THE SE 1/4, SECTION 24, TOWNSHIP 16-S, RANGE 32-E VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT MARKING THE NW CORNER OF THE SW 1/4 OF SAID SEC. 19; THENCE N 87° 16' 16" E ALONG THE N LINE OF SAID SW 1/4 FOR A DISTANCE OF 231.03 FT. TO THE EASTERLY RIGHT-0F-WAY OF TAYLOR RD.; THENCE N36° 51' 35" E. ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 95.35 FT. TO THE POINT OF BEGINNING: THENCE S71° 20' 15" E. 178.75 FT.: THENCE S02° 39' 15" E. 342.04 FT. TO THE FENCED AND OCCUPIED SOUTH LINE OF THE NORTH 330 FT. OF THE NW 1/4 OF THE SW 1/4, SECTION 19-16-33: THENCE S87° 20' 45" W. ALONG THE ABOVE DESCRIBED SOUTH LINE AND THE EXTENSION THEREOF FOR A DISTANCE OF 502.19 FT. TO THE EASTERLY RIGHT-OF-WAY OF TAYLOR RD.: THENCE N36° 51' 35"E. ALONG SAID EASTERLY RIGHT-OF-WAY FOR A DISTANCE OF 527.55 FT. TO THE POINT OF BEGINNING, CONTAINING 3.00 ACRES, MORE OR LESS, BUT SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

PARCEL B:

PART OF THE NW 1/4 OF THE SW 1/4 AND PART OF THE SW 1/4 OF THE NW 1/4 SECTION 19, TOWNSHIP 16S, RANGE 32E, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A CONCRETE MONUMENT MARKING THE NORTHWEST CORNER OF THE SW 1/4 OF SAID SEC. 19: THENCE N87° 16' 16"E ALONG THE NORTH LINE OF SAID SW 1/4 FOR A DISTANCE OF 231.03 FT. TO THE EASTERLY RIGHT-OF-WAY OF TAYLOR RD.: THENCE N36° 51' 35"E ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 95.35 FT.: THENCE S71° 20' 15"E 178.75 FT. TO THE POINT OF BEGINNING: THENCE CONTINUE S71° 20' 15"E 329.58 FT.: THENCE S03°

49’ 18”E 222.33 FT. TO THE FENCED AND OCCUPIED SOUTH LINE OF THE NORTH 330 FT. OF THE NW 1/4 OF THE SW 1/4, SEC. 19-16-33: THENCE S87° 20’ 45” W ALONG ABOVE DESCRIBED SOUTH LINE FOR A DISTANCE OF 311.58 FEET: THENCE N02° 39’ 15” E 342.04 FT. TO THE POINT OF BEGINNING, CONTAINING 2.00 ACRES, MORE OR LESS, BUT SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.)

STAFF REPORT

ANNEXATION/Thrive Community Church
CASE NO. 20-10000001

REQUEST:	Annex ±8.2 acres of property into the City of Port Orange
LOCATION:	6156 Williamson Boulevard
OWNER:	Reta B Walker Rev Trust
APPLICANT:	Thrive Community Church, Inc.
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
STAFF RECOMMENDATION:	Approval
CITY COUNCIL DATE:	June 16, 2020

PROPERTY OVERVIEW

The applicant is requesting to annex a ±8.2-acres along with a portion of the adjacent Williamson Boulevard right-of-way into the City. If approved, the applicant intends to request the Future Land Use designation for the annexed parcel to be changed from Volusia County *Urban Low Intensity* (0.2-4 units/acre) to City of Port Orange *Rural Transition* (0-2 units/acre) and rezone the annexed parcel from Volusia County Agricultural (A-2) to Port Orange Government Public Use (GPU), to allow the development of a house of worship and fellowship hall. The church has been meeting at Spruce Creek High School since September 2012 and are now in the process of purchasing the subject property for the development of a permanent church site.

Figure 1. Location Map

STATE REQUIRED LOCATIONAL CRITERIA

Florida Law requires unincorporated parcels to meet three locational criteria before a municipality may annex them. Pursuant to section 171.043(1) Florida Statues, this report certifies that the area to be annexed is: 1) contiguous to the City of Port Orange boundaries; 2) reasonably compact (does not contribute to urban sprawl); and 3) not currently part of the incorporated area of another municipality.

LAND USES, ZONING AND EXISTING USES

The subject parcel is currently developed with a single-family home with access to Williamson Boulevard, a Volusia County maintained arterial road. The subject parcel is surrounded by Cypress Creek Elementary to the north, VIP Pet Kennel to the south, and residential single-family subdivision (Sanctuary on Spruce Creek) to the west and Williamson Boulevard and residential single-family subdivision (Sterling Chase) to the east.

The County Future Land Use (FLU) and Zoning designations on the parcels will need to be changed to City of Port Orange. The applicant has submitted a FLU amendment to change the FLU designation on the subject property to *Rural Transition (0-2 units/acre)* and rezone the subject property to Government Public Use (GPU). If approved, the applicant intents to submit a site plan for the development of a house of worship and fellowship hall. The current Volusia County and proposed Port Orange Future Land Use (FLU) designation and Zoning designation for the subject property, as well as the surrounding properties, are shown in Figures 2 and 3.

Figure 2. Current and Proposed Future Land Use

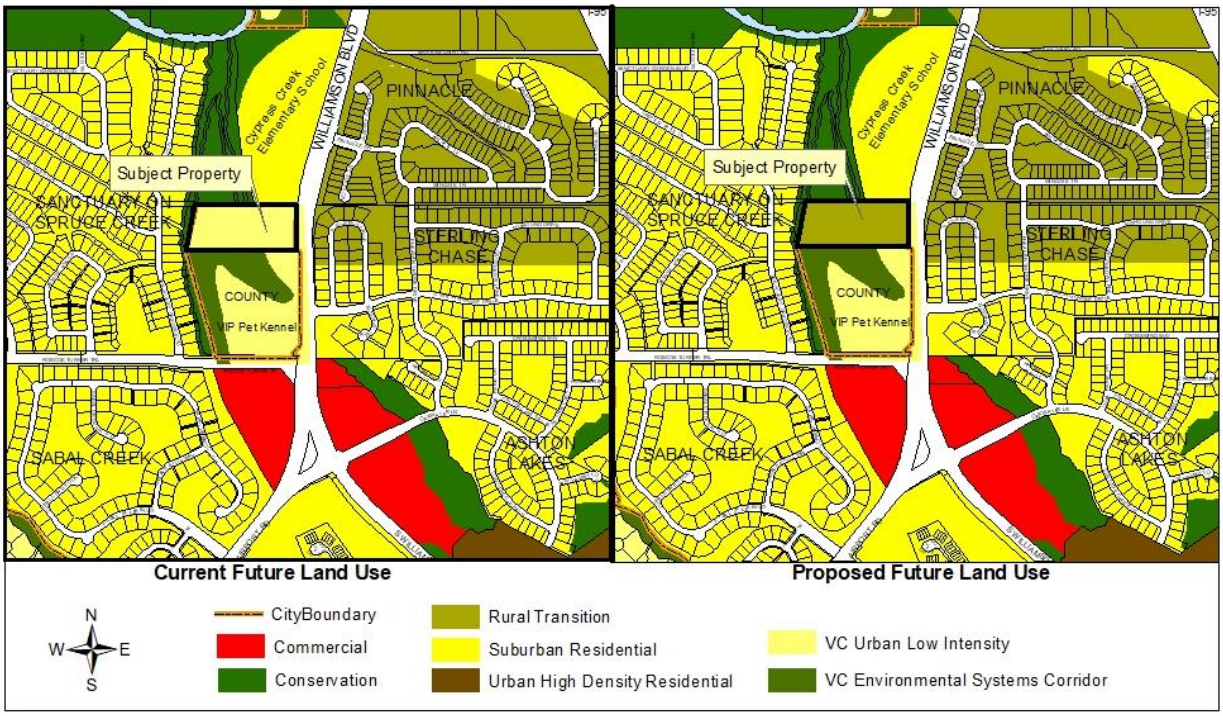
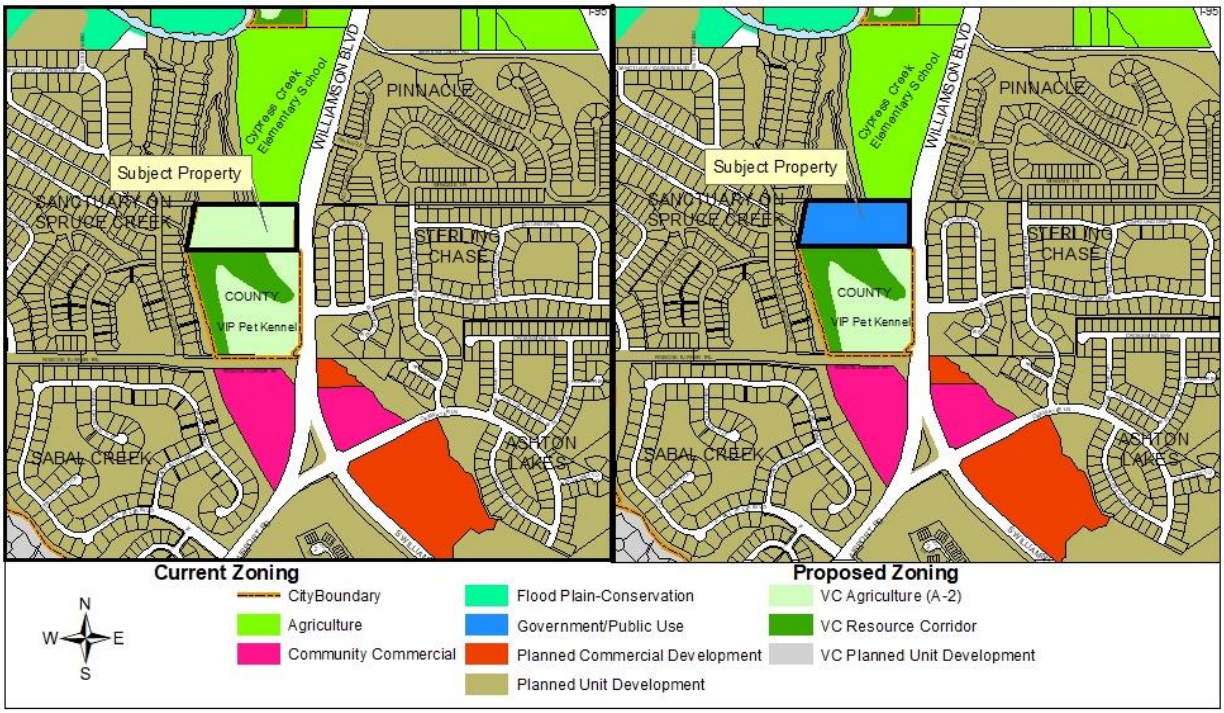


Figure 3. Current and Proposed Zoning



City staff were asked to consider the applicant's proposed development plan in their analysis and identify any possible service issues. Based on the responses received, no service issues were identified; however, as typically completed with all FLU amendment and rezoning applications, all public facilities including roads, sewer, water, drainage, parks, and schools will be analyzed with each respective application to verify adequate capacity to accommodate the development proposal.

IMPACT TO CITY SERVICES

A memo was sent to various City departments, including Police, Fire and Rescue, Public Utilities, Finance, Public Works, and Parks and Recreation. Based upon the responses received from the City departments and the impact analysis, there is adequate capacity to accommodate the proposed annexation of the 8.2-acres.

Potable Water, Sanitary Sewer, and Reclaimed Water

The City currently has available well and Consumptive Use Permit (CUP) capacity to serve the proposed development of the property with potable water. The City also currently has available sewer capacity to accommodate the proposed development of the property. Reclaimed water is also available for this area.

Solid Waste

Upon annexation, the subject property will be required to receive solid waste collection and disposal service by the City's solid waste private contractor.

Stormwater Management

There is no impact to the City's drainage system anticipated with the annexation. The City's Comprehensive Plan and Land Development Code (LDC) require that there be no

net loss of stormwater retention function as a result of development. In other words, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. Any future development of the subject property will be required to address stormwater retention on the property in accordance with the LDC.

Transportation

There is no increase in the number of daily of PM Peak vehicular trips anticipated as a result of the subject property being annexed into the City of Port Orange. According to the latest traffic counts taken by Volusia County, capacity remains on the roadway segments adjacent to the subject property. However, any development proposed on this property will be required to comply with the City's concurrency management standards. The City will require the submittal of a traffic study at the time a final site plan is submitted for this property to fully assess the impacts of the development on the surrounding roadway network and to identify any impacts to the surrounding roadways. Similar to other developments within this area of the City, the developer may be required to enter into a Fair-Share and Concurrency Agreement with the City, and possibly Volusia County, to pay for part of the scheduled improvements for the impacted areas. In addition to a possible fair-share payment, the developer of the property may be required to construct site specific mobility improvements to improve capacity and provide alternative modes of transportation along this corridor such as, turn lanes and sidewalks.

Volusia County requested that a portion of Williamson Boulevard adjacent to the subject parcels be annexed into the City as part of this annexation. This does not change the maintenance of the roadway as Volusia County will remain the maintaining agency for Williamson Boulevard.

Police

The Police Department did not indicate that the proposed annexation would create deficiencies in law enforcement coverage for the area.

Fire

The Fire and Rescue Department did not indicate that the proposed annexation would create difficulties in serving this area.

RECOMMENDATION

Based on the findings of this report, staff recommends approval of the request to annex approximately 8.2 acres located at 6156 Williamson Boulevard, along with a portion of the adjacent Williamson Boulevard right-of-way, into the City of Port Orange.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/16/2020

Consent item: No

SUBJECT: (G23) First Reading - Ordinance No. 2020-14 - Small-Scale Future Land Use Map Amendment/6156 Williamson Blvd. - Thrive Community Church (Case No. 20-20000001)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-14, to change the Future land Use designation for ±8.2 acres from Volusia County Urban Low Intensity (0.2-4 units/acre) to City of Port Orange Rural Transition (0-2 units/acre), and authorization for staff to send the amendment to the required review agencies.

SUMMARY: Planning Commission Action (05/22/20): Recommended Approval

Thrive Community Church, Inc., applicant, requests approval to change the Future Land Use (FLU) designation of ±8.2 acres from Volusia County *Urban Low Intensity* (0.2-4 units/acre) to City of Port Orange *Rural Transition* (0-2 units/acre). The subject property is located at 6156 Williamson Boulevard and is currently developed with a single-family home with access to Williamson Boulevard, a Volusia County maintained arterial road. If approved, the applicant intends to request the subject property to be rezoned to Government/Public Use (GPU) to allow the development of a house of worship along with a fellowship hall.

Future Land Use Element Policy 2.1.4 in the City's Comprehensive Plan recognizes that public/institutional uses are acceptable in a wide range of the City's Future Land Use designations, and on isolated properties where appropriate. The *Rural Transition* FLU designation is proposed in order to ensure that only residential uses or an approved public/institutional use could be developed on the subject property. In this case, the use of the proposed residential FLU designation for the development of a house of worship on the subject property is appropriate because the subject property is accessible from Williamson Boulevard (arterial roadway), the adjacent properties to the north and south of are non-residential uses (Cypress Creek Elementary and VIP Pet Kennel), and the size of the property allows for a sufficient buffer (landscape & fence) to be installed adjacent to the residential uses to the east and west.

All public facilities have adequate capacity to accommodate the proposed amendment. Based on the theoretical maximum analysis, the proposed amendment results in a net decrease in impacts to public infrastructure and all public infrastructure has available capacity for the proposed amendment. Staff also examined the potential impact to public infrastructure if the site is developed as the intended use of a house of worship and the anticipated impacts to public infrastructure would still result in a net decrease

compared to the development (single-family) allowed under the current Volusia County FLU designation.

All future development plans submitted will require detailed technical review by the Development Review Committee (SDRC) to determine all requirements in the Land Development Code (LDC) are met. As with all development, any future site development plan will be subject to concurrency regulations requiring adequate public facilities to be provided to mitigate impacts. Similar to other developments within this area of the City, the developer may be required to enter into a Transportation Fair-Share and Concurrency Agreement with the City, and possibly Volusia County, to pay for part of the scheduled improvements for the impacted roadways. In addition to a possible fair-share payment, the developer of the property may be required to construct specific site related mobility improvements to improve capacity and provide alternative modes of transportation along this corridor such as, turn lanes and sidewalks.

On February 14, 2020, staff posted the property notifying the public of the proposed amendment. The proposed amendment has also been advertised in the News-Journal pursuant to Florida Statutes. As of May 28, 2020, staff has not received any inquiries regarding the proposed amendment

The staff report is attached for your review.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ord. No. 2020-14 with exhibit	Ord 2020-14 Small Scale Thrive.pdf
2.	Staff Report	CC Staff Report_Thrive Church_Small-Scale FLUA.pdf

Penelope Cruz	Created/Initiated - 5/28/2020
Tim Burman	Approved - 5/28/2020
Shannon Balmer	Approved - 6/2/2020
Jake Johansson	Approved - 6/4/2020
Robin Fenwick	Final Approval - 6/5/2020

ORDINANCE NO. 2020-14

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 ±8.2 ACRES FROM VOLUSIA COUNTY URBAN LOW INTENSITY (ULI) TO CITY OF PORT ORANGE RURAL TRANSITION (0-2 UNITS/ACRE); PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, after careful review and a public hearing, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding this proposed amendment to the Comprehensive Plan for the City of Port Orange; and

WHEREAS, the proposed amendment to the Comprehensive Plan directly relates to small scale development activities as provided in Section 163.3187(1)(c), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has received comments and proposals from the general public and held at least one public hearing with regard to the proposed amendment to the Comprehensive Plan; and

WHEREAS, the amendment to the Comprehensive Plan shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida; and

WHEREAS, the City Council hereby declares that the purpose and intent of the proposed amendment to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water, and other resources,

consistent with the public interest; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, fire protection, parks, recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. For purposes herein, the term “Comprehensive Plan”, shall mean the Comprehensive Plan for the City of Port Orange, consisting of the two (2) volumes entitled “Comprehensive Plan City of Port Orange 2010-2025”, including Binder No. 1, consisting of ten (10) elements, including Future Land Use and Future Land Use Map; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; and Capital Improvements, all as adopted by Ordinance No. 1999-43, as subsequently amended by Ordinances No. 1999-46, 1999-56, 1999-57, 2000-1, 2000-8, 2000-13, 2000-25, 2000-29, 2000-41, 2001-2, 2001-21, 2001-26, 2001-28, 2001-75, 2001-76, 2001-89, 2002-7, 2002-20, 2003-3, 2003-1, 2003-22, 2003-39, 2004-34, 2004-39, 2005-1, 2005-3, 2005-13, 2005-15, 2005-25, 2005-27, 2005-30, 2005-31, 2005-49, 2006-9, 2006-16, 2006-24, 2006-41, 2006-51, 2006-53, 2007-4,2007-14, 2007-30, 2007-48, 2007-55, 2007-57, 2007-60, 2007-61, 2008-2, 2008-8, 2008-9, 2008-12, 2008-16, 2008-19, 2008-36, 2009-3, 2009-19, 2009-20, 2010-14, 2010-20, 2010-30, 2011-24, 2011-34, 2012-8, 2012-24, 2012,30, 2013-20, 2013-25, 2014-31, 2014-32,

2015-42, 2015-44, 2016-6, 2016-20, 2016-24, 2016-26, 2017-4, 2017-33, 2018-10, 2018-15, 2018-18, 2018-20, 2018-29, 2018-30, 2018-36, 2019-11, 2019-21, 2019-23, 2019-33, 2019-41, 2020-2, 2020-5, 2020-11, and this ordinance.

Section 2. The Future Land Use Map of the Comprehensive Plan is hereby amended from Volusia County Urban Low Intensity (ULI) to Rural Transition (0-2 units/acre) as shown on the Map depicted in **Exhibit "A"**, attached hereto and by reference made a part hereof.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

_____
MAYOR DONALD O. BURNETTE

ATTEST:

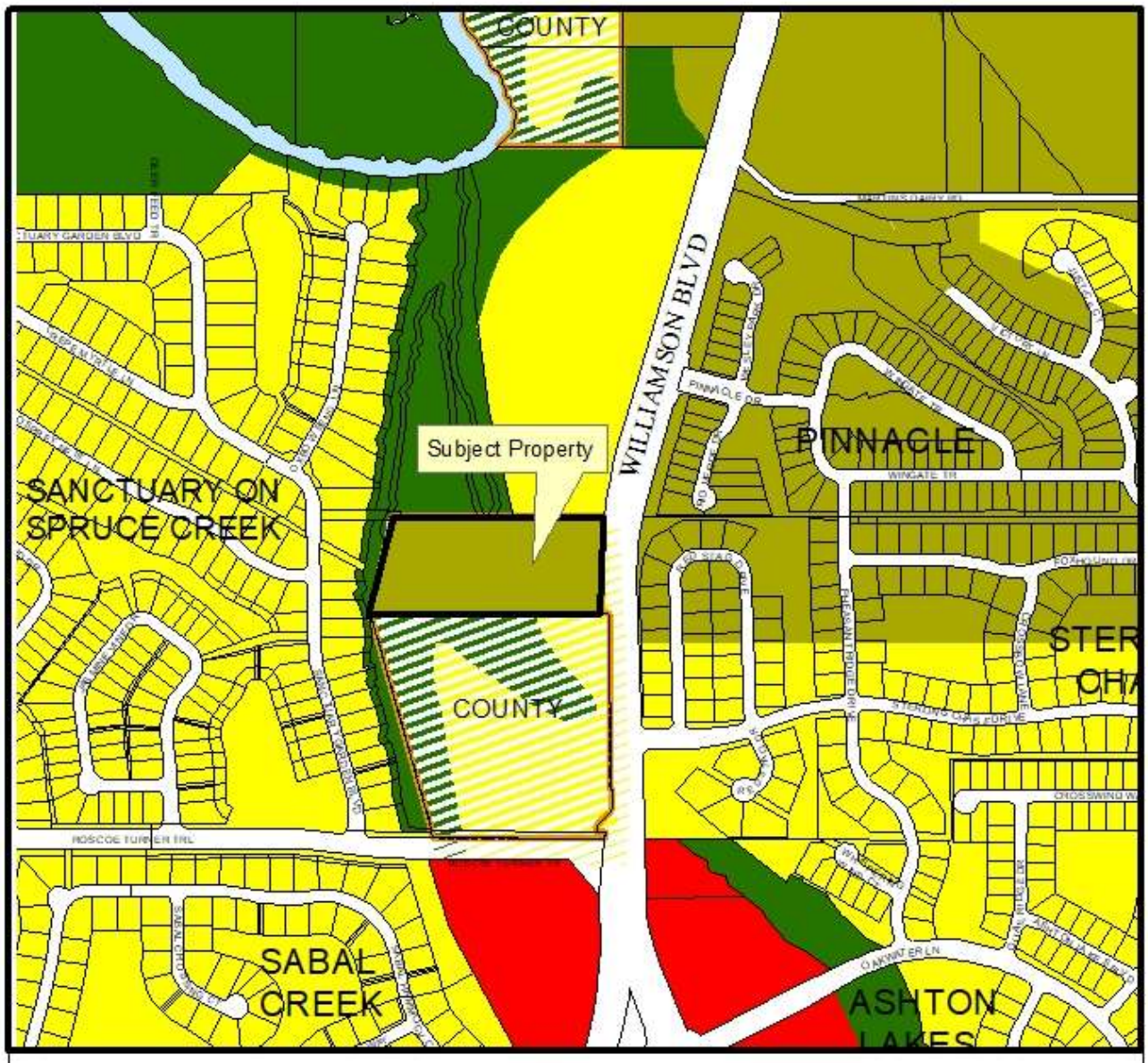
_____
Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT "A"


COUNTY
WILLIAMSON BLVD
Subject Property
PINNACLE
SANCTUARY ON SPRUCE CREEK
COUNTY
SABAL CREEK
ASHTON
CityBoundary
Commercial
Conservation
Public/Institutional
Rural Transition
Suburban Residential
Volusia County Environmental Systems Corridor
Volusia County Urban Low Intensity
CITY OF PORT ORANGE
1867
FLORIDA
Future Land Use
CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT
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STAFF REPORT

Small-Scale Future Land Use Map Amendment/ Thrive Church
CASE NO. 20-20000001

REQUEST:	Change the Comprehensive Plan Future Land Use (FLU) designation for ±8.2 acres from Volusia County *Urban Low Intensity* (0.2-4 units/acre) to City of Port Orange *Rural Transition* (0-2 units/acre).
LOCATION:	6156 Williamson Boulevard
OWNER:	Reta B Walker Rev Trust
APPLICANT:	Thrive Community Church, Inc.
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval (May 28, 2020)
CITY COUNCIL:	June 16, 2020

INTRODUCTION

Thrive Community Church, Inc., applicant, requests approval to change the Future Land Use (FLU) designation of ±8.2 acres from Volusia County *Urban Low Intensity* (0.2-4 units/acre) to City of Port Orange *Rural Transition* (0-2 units/acre). The subject property is located on the west side of Williamson Boulevard, south of Cypress Creek Elementary School (see Figure 1). If approved, the applicant intends to request the subject property be rezoned to Government/Public Use (GPU) to allow the development of a house of worship along with a fellowship hall.

Figure 1. Location Map

Future Land Use Element Policy 2.1.4 in the City's Comprehensive Plan recognizes that public/institutional uses are acceptable in a wide range of the City's Future Land Use designations, and on isolated properties where appropriate. The *Rural Transition* FLU designation is proposed in order to ensure that only residential uses or an approved public/institutional use could be developed on the subject property.

In this case, the use of the proposed residential FLU designation for the development of a house of worship on the subject property is appropriate because the subject property is accessible from Williamson Boulevard (arterial roadway), the adjacent properties to the north and south of are non-residential uses (Cypress Creek Elementary and VIP Pet Kennel), and the size of the property allows for a sufficient buffer (landscape & fence) to be installed adjacent to the residential uses. The characteristics of the subject property that support the proposed residential FLU designation for the development of a house of worship are similar to other properties in Port Orange developed with a house of worship use with a residential FLU, such as High Point Church at 1495 Herbert St., Chapel of Faith at 633 Herbert St., and the future site of Christ the King Church at 6015 Spruce Creek Rd.

DISCUSSION

The following discussion examines the proposed amendment, impacts of the proposed amendment, and existing environmental conditions.

PROPERTY OVERVIEW

The subject parcel is currently developed with a single-family home with access to Williamson Boulevard, a Volusia County maintained arterial road. The subject parcel abuts Cypress Creek Elementary to the north, VIP Pet Kennel to the south, and residential single-family subdivision (Sanctuary on Spruce Creek) to the west and Williamson Boulevard and residential single-family subdivision (Sterling Chase) to the east. The surrounding existing land uses, Future Land Use designations, and Zoning classifications are identified in Table 1.

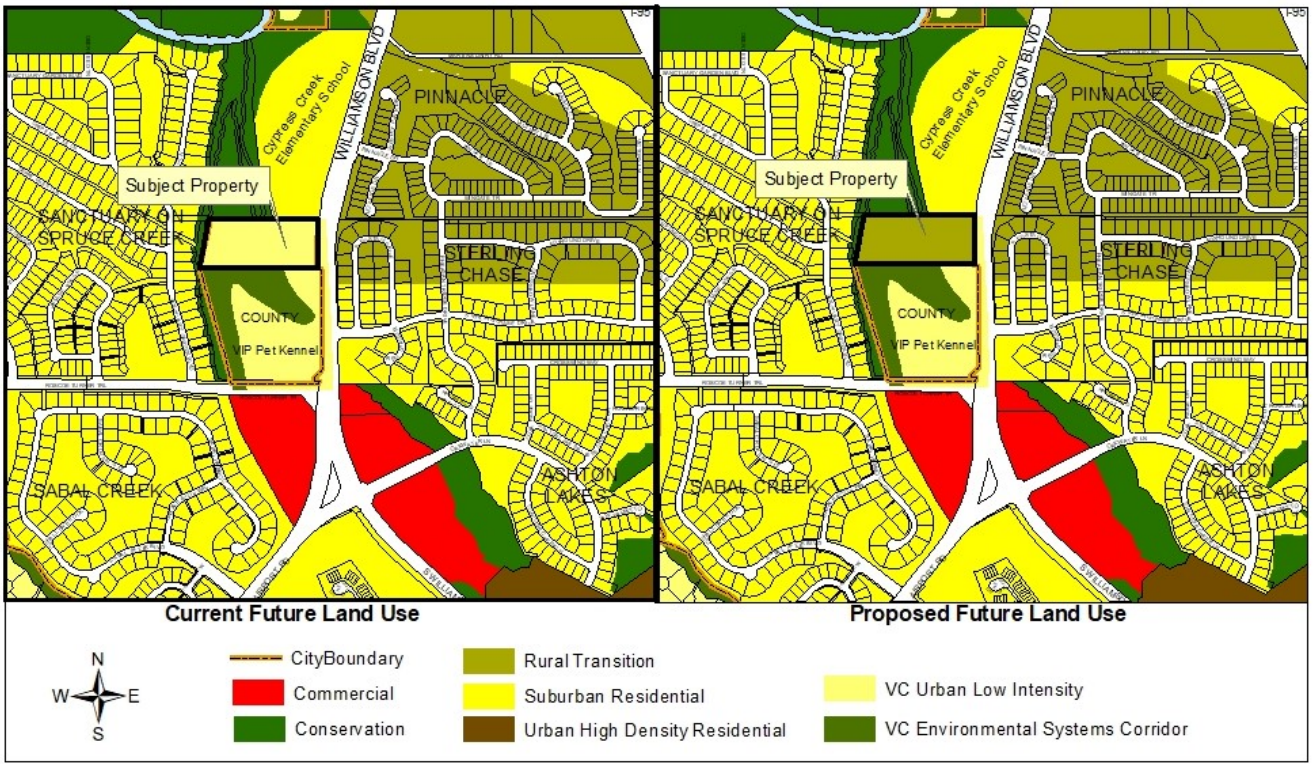
Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Cypress Creek Elementary	PO *Suburban Residential* (2-4 units/acre) and *Conservation*	PO Agriculture; PO Sanctuary on Spruce Creek Planned Unit Development (PUD)
South	VIP Pet Kennel	VC *Urban Low Intensity* (0.2-4 units/acre); *Environmental Systems Corridor*	VC A-2 (Rural Agriculture); Resource Corridor (RC)
East	Williamson Blvd. right-of-way and Sterling Chase single-family residential subdivision	PO *Rural Transition* (0-2 units/acre)	PO Planned Unit Development (PUD)
West	Sanctuary on Spruce Creek single-family residential subdivision	PO *Suburban Residential* (2-4 units/acre) and *Conservation*	PO Planned Unit Development (PUD)

VC – Volusia County and PO – Port Orange

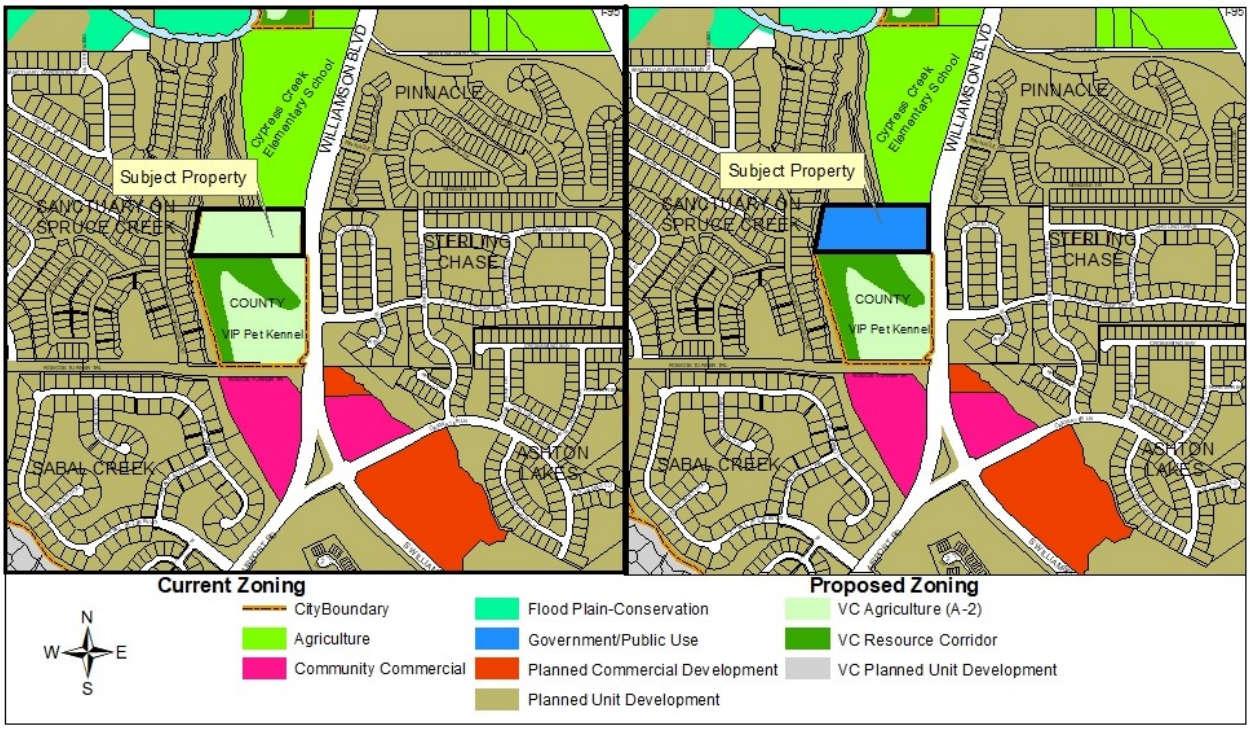
The current FLU designation for the subject property and adjacent properties and the proposed FLU designation for the subject property is identified in Figure 2. According to the Volusia County Comprehensive Plan, the current FLU designation [Volusia County *Urban Low Intensity* (0.2-4 units/acre)], is primarily a residential designation but may also allow neighborhood commercial convenience uses, individual office buildings, and public school or daycare development as transitional uses. The proposed *Rural Transition* FLU designation ensures the development of subject property with either residential or public/institutional uses.

Figure 2. Current and Proposed FLU Map



The current zoning classification of the subject property and adjacent properties and the proposed zoning classification of the subject property are identified in Figure 3.

Figure 3. Current and Proposed Zoning Map



PROPOSED AMENDMENT

The proposed amendment is to change the FLU designation for ±8.2 acres from Volusia County *Urban Low Intensity (0.2-4 units/acre)* to City of Port Orange *Rural Transition (0-2 units/acre).* The following tables identify the current adopted and proposed FLU designations by acreage (Table 2), maximum allowable density/intensity and net change in density/intensity (Table 3).

Table 2. Current & Proposed Future Land Uses – Acreage by Category

FLU Categories	Current FLU (acres)	Proposed FLU (acres)	Net Change in FLU (acres)
VC Urban Low Intensity (0.2-4 units/acre)	8.2	0	**-8.2**
PO Rural Transition (0-2 units/acre)	0	8.2	**+8.2**
Total Acreage	8.2	8.2	**0**

VC – Volusia County and PO – Port Orange

Table 3. Current & Proposed Future Land Uses – Density/Intensity by Category

	Current FLU	Proposed FLU	Net Change in FLU
	[Theoretical Maximum Density (units)]		
VC *Urban Low Intensity* (0.2 – 4 units/acre)	32 units	0	-32 units
PO *Rural Transition* (0-2 units/acre)	0	16 units	+16 units
TOTAL	32 units	16 units	**-16 units**

VC – Volusia County and PO – Port Orange

INFRASTRUCTURE IMPACT ASSESSMENT

In accordance with standard practice from the Florida Department of Economic Opportunity (DEO) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the *theoretical maximum* development potential under the current Future Land Use designation versus the designation proposed. The following seven public facilities and services were examined:

1. Transportation
2. Sanitary Sewer
3. Potable Water
4. Solid Waste
5. Stormwater Drainage
6. Recreation
7. Schools

Table 4. Impact Analysis (Theoretical Max.)

DEVELOPMENT VARIABLE	CURRENT LAND USE	PROPOSED LAND USE	NET CHANGE
Residential Units	32	16	**-16**
Population[1]	72	36	**-36**
PM Peak Hour Trips/Daily Trips[2]	33/305	16/152	**-17/-153**
Sanitary Sewer (gallons/day)[3]	5,120	2,560	**-1,040**
Potable Water (gallons/day)[4]	5,760	2,880	**-5,760**
Solid Waste (lbs./person/day)[5]	231	51	**-180**
Stormwater Drainage[6]	n/a	n/a	**n/a**
Recreation/Open Space[7] (acres)	0.5	0.1	**-0.4**

Table 4 Notes:

1. Population: 2.25 persons per household (per 2010 Census)
2. Transportation: Single-family (210) 1.02 weekday PM peak hour trips per unit and 9.52 weekday daily trips per unit; ITE Trip Generation Manual, 10th Edition
3. Sanitary Sewer: 160 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
4. Potable Water: 180 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
5. Solid Waste: 3.21 pounds per person per day; 10 lbs. per 1,000 square feet of non- residential development per day
6. Stormwater Drainage: LOS standard = 25-year, 24-hour event; Drainage system must be designed to meet the requirements of the Land Development Code.
7. Rec. & Open Space: 7 acres/1,000 persons (0.007 acres/person)

Based on the *theoretical maximum* analysis, the proposed amendment results in a net decrease in impacts to public infrastructure and all public infrastructure has available capacity for the proposed amendment. Staff also examined the potential impact to public infrastructure if the site is developed as a house of worship instead of a single-family subdivision development and the anticipated impacts to public infrastructure if the property is developed with a house of worship would still result in a decrease compared to the current Volusia County FLU designation. All future development plans submitted for the subject property will require a detailed technical review by the Staff Development Review Committee (SDRC) to determine all requirements in the Land Development Code

(LDC) are met. As with all development, specific site development proposals for the subject property are subject to concurrency regulations at the time of development requiring transportation facilities to be provided or for the developer to enter into a mitigation agreement for their impacts.

TRANSPORTATION

Based on the *theoretical maximum* analysis, there is a decrease in the number of daily trips and P.M. peak hour trips from the current to the proposed FLU designation. Based on the ITE Trip Generation Manual, 10th Edition, the proposed residential FLU designation could generate a theoretical maximum of 16 P.M. peak hour weekday trips, and 152 daily weekday trips. If the site is developed as a house of worship, the number of P.M. peak hour and daily trips is anticipated to be lower on weekdays, but the vehicular trips generated at certain times on the weekend is anticipated to be greater than a residential subdivision. According to the applicant, the church office would be open from 8:30 am to 3:30 pm Monday-Friday, and Sunday services would be at 9:00 am and 10:45 am. The applicant may also occasionally have some night meetings on weekdays; however, those meetings would typically occur at off-peak hours (after 6pm).

According to the latest traffic counts for Williamson Boulevard and the surrounding road network, there is capacity for traffic estimated to be generated by the future development of this property. The extent of the anticipated impacts on the road network will not be known until the traffic concurrency review is conducted with the final site plan for this site. The City requires the submittal of a traffic study at the time a final site plan is submitted for the development of the proposed house of worship, to fully assess the impacts of the development on the surrounding roadway network at the time of development and to identify any roadway improvements that might be needed. Similar to other developments within this area of the City, the developer may be required to enter into a Transportation Fair-Share and Concurrency Agreement with the City, and possibly Volusia County, to pay for part of the scheduled improvements for the impacted areas. In addition to a possible fair-share payment, the developer of the property may be required to construct mobility improvements to improve capacity and provide alternative modes of transportation along this corridor such as, turn lanes and sidewalks.

SANITARY SEWER

The City has available sewer capacity to accommodate the proposed FLU amendment. The City's adopted LOS standard is 160 gallons per day per Equivalent Residential Unit (ERU) and 1/10 gallon per square foot per day of commercial, industrial, or institutional development. Using these standards, the proposed land use would theoretically generate 2,560 gallons per day (gpd) of wastewater. This is a net decrease between the current and proposed FLU designations.

POTABLE WATER

The City has available potable water capacity (well and Consumptive Use Permit) to serve the proposed FLU amendment. The City's adopted LOS standard is 180 gallons per day per ERU and 1/10 gallon per square foot per day of commercial, industrial, or institutional development. Using these standards, the proposed FLU designation would demand approximately 2,880 gallons of potable water per day based on the theoretical maximum

development analysis, which is a net decrease between the current and proposed FLU designations.

SOLID WASTE COLLECTION

There is available capacity at the landfill to address the City's solid waste disposal needs. Solid waste generated within the City of Port Orange is delivered to the Volusia County landfill, a 3,000-acre Class I landfill with a projected life span to the year 2050. The City's adopted LOS standard for solid waste is 3.21 pounds per person per day and 10 lbs. per 1,000 square feet of non-residential development per day. Using this standard, the proposed FLU designation would generate approximately 51 pounds per day of solid waste based on the theoretical maximum development analysis, which is a net between the current and proposed FLU designations.

STORMWATER DRAINAGE

There is no anticipated impact to the City's drainage system from the proposed land use change. Stormwater management in the City of Port Orange deals with both quality and quantity. The City's adopted LOS standard for stormwater is the 25-year, 24-hour storm event. More specifically, the stormwater facilities must be capable of treating and conveying the runoff from such a storm without causing flooding of adjacent properties or polluting any receiving water bodies. In addition, the Comprehensive Plan and Land Development Code require that there be no net loss of stormwater retention function as a result of development. In other words, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. Any future development of the property will be required to address stormwater retention on the property in accordance with these City standards.

RECREATION AND OPEN SPACE

The proposed FLU designation does not require additional parkland because the proposed FLU designation does not increase residential demand. According to the City's 2019 Concurrency Management Report, the City has an excess of 55 acres of parkland, so no additional parkland is needed.

SCHOOLS

Pursuant to the Volusia County School District criteria, the proposed FLU amendment and any future development of this property is exempt from School Concurrency review because the proposed FLU amendment is a decrease in allowable residential units (see rezoning Case No. 20-60000001).

ENVIRONMENTAL CONDITIONS

The subject property is primarily categorized as a pine flatwoods ecosystem consisting of low, flat topography and dominated by pine trees. The environmental analysis prepared by Biological Consulting Services, Inc. for the subject property states there is about 0.45 acres of wetlands and the possibility of gopher tortoises, but no protected species were observed on site. Any subsequent development on the subject property will be required to comply with all federal, state, regional and local regulations pertaining to the protection, relocation, mitigation, and preservation of gopher tortoises, wetlands and other environmental resources.

REVIEW CRITERIA AND STAFF FINDINGS

1. *The land use proposal is consistent with the goals, objectives, and policies of the* adopted *Port Orange Comprehensive Plan*.

   Staff finding: The proposed FLU amendment is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan. The proposed FLU designation is compatible with the adjacent parcels. Adequate capacity exists for portable water, sewer, schools, recreation, and stormwater, and solid waste. As with all development, the specific site development proposals for the subject property will be subject to concurrency regulations requiring adequate public facilities to be provided to mitigate the impacts.

2. *Amendments shall not result in incompatible land use designations for adjacent parcels or a neighborhood. Compatibility shall be determined by scale of development, intensity, density, and type of use, and the juxtaposition of uses.*

   Staff finding: The proposed FLU amendment is compatible with the adjacent properties (see Table 1 – page 2). Compatibility is defined in the Comprehensive Plan as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is unduly negatively impacted by the other. Although the intended future use of the property is a house of worship, Future Land Use Element Policy 2.1.4 in the City's Comprehensive Plan recognizes that public/institutional uses are acceptable in a wide range of City Future Land Use designations, and on isolated properties where appropriate, as determined by staff. In this case, the use of the proposed residential FLU designation for the development of a house of worship on this property is appropriate because the site is accessible from Williamson Boulevard (arterial roadway), the adjacent properties to the north and south of are non-residential uses (Cypress Creek Elementary and VIP Pet Kennel), and the size of the property allows for a sufficient buffer (landscape & fence) to be installed adjacent to the residential uses. The characteristics of the subject property that support the use of the proposed residential FLU designation for the development of a house of worship are similar to other sites in Port Orange developed with a house of worship use with a residential FLU, such as High Point Church at 1495 Herbert St., Chapel of Faith at 633 Herbert St., and the future site of Christ the King Church at 6015 Spruce Creek Rd.

3. *An amendment shall not result in negative economic, social, or other impacts to the City of Port Orange.*

   Staff finding: The proposed amendment would result in a decrease in impacts to public facilities, infrastructure and services. The detailed use-specific concurrency analysis will be conducted as part of any future proposed development. As with all development, a specific site plan or subdivision will be subject to concurrency regulations requiring adequate public facilities to be provided to mitigate impacts.

4. *Whether the amendment increases the clearance time for evacuation of the population in the Hurricane Vulnerability Zone above twelve hours.*

Staff finding: The subject property is not located within the Hurricane Vulnerability Zone and will not have any negative impact on the clearance time for evacuation of the population in the Hurricane Vulnerability Zone.

5. *Whether the amendment discourages the proliferation of urban sprawl.*

Staff finding: The proposed amendment will not encourage sprawl. The amendment area is surrounded by existing development, with access to existing infrastructure.

PUBLIC NOTICE

On February 14, 2020, staff posted the property notifying the public of the proposed amendment. The proposed amendment has also been advertised in the News-Journal pursuant to Florida Statutes. As of the time this agenda item was prepared, staff has not received any inquiries regarding the proposed amendment.

STAFF RECOMMENDATION

Staff recommends approval of the request to change the Future Land Use designation of ±8.2 acres from Volusia County *Urban Low Intensity (0.2-4 units/acre)* to City of Port Orange *Rural Transition (0-2 units/acre)*, and authorization for staff to send the amendment to the required review agencies.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/16/2020

Consent item: No

SUBJECT: (G24) First Reading - Ordinance No. 2020-15 - Rezoning/6156 Williamson Blvd. - Thrive Community Church (Case No. 20-60000001)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-15, to rezone ±8.2 acres from Volusia County Rural Agriculture (A-2) to City of Port Orange Government/Public Use (GPU).

SUMMARY: Planning Commission Action (05/28/20): Recommended Approval

Thrive Community Church, Inc., applicant, requests approval to rezone ±8.2 acres from Volusia County Rural Agriculture (A-2) to City of Port Orange Government/Public Use (GPU). If approved, the applicant intends to submit a site plan for the development of a house of worship and a fellowship hall on the subject property.

The GPU zoning district is intended to provide for public and quasi-public uses in a setting which recognizes the special character and location requirements of such facilities and is consistent with the proposed *Rural Transition* (0-2 units/acre) Future Land Use (FLU) designation (see Case No. 20-20000001) for the property. The subject property is accessible from Williamson Boulevard (arterial roadway), the adjacent properties to the north and south of are non-residential uses (Cypress Creek Elementary and VIP Pet Kennel), and the size of the property allows for a sufficient buffer (landscape & fence) to be installed adjacent to the residential uses. The characteristics of the subject property that support the proposed residential FLU designation for the development of a house of worship are similar to other properties in Port Orange developed with a house of worship use with a residential FLU, such as High Point Church at 1495 Herbert St., Chapel of Faith at 633 Herbert St., and the future site of Christ the King Church at 6015 Spruce Creek Road designation.

All future development plans submitted will require detailed technical review by the Development Review Committee (SDRC) to determine all requirements in the Land Development Code (LDC) are met. As with all development, any future site development plan will be subject to concurrency regulations requiring adequate public facilities to be provided to mitigate impacts. Similar to other developments within this area of the City, the developer may be required to enter into a Transportation Fair-Share and Concurrency Agreement with the City, and possibly Volusia County, to pay for part of the scheduled improvements for the area roadways impacted by the proposed development. In addition to a possible fair-share payment, the developer of the property may be required to construct specific site related mobility improvements to

improve capacity and provide alternative modes of transportation along this corridor such as, turn lanes and sidewalks.

The staff report is attached for your review.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ord. No. 2020-15 with exhibits	Ord 2020-15 Thrive Rezoning.pdf
2.	Staff Report	CC Thrive Rezoning Staff Report.pdf

Penelope Cruz	Created/Initiated - 5/28/2020
Tim Burman	Approved - 5/28/2020
Shannon Balmer	Approved - 6/2/2020
Jake Johansson	Approved - 6/4/2020
Robin Fenwick	Final Approval - 6/5/2020

ORDINANCE NO. 2020-15

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING ±8.2 ACRES LOCATED AT 6156 WILLIAMSON BOULEVARD FROM VOLUSIA COUNTY RURAL AGRICULTURE (A-2) TO CITY OF PORT ORANGE GOVERNMENT/PUBLIC USE (GPU); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, ±8.2 acres of the property located at 6156 Williamson Boulevard to be rezoned from Volusia County Rural Agriculture (A-2) to City of Port Orange Government/Public Use (GPU); and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by a majority vote recommended approval of the proposed rezoning; and

WHEREAS, the City Council has approved by a majority vote of the members present the rezoning of the described property; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby rezone ±8.2 acres of the property located at 6156 Williamson Boulevard from Volusia County Rural Agriculture (A-2) to City of Port Orange Government/Public Use (GPU), more particularly described in **Exhibit "1",** attached hereto.

Section 2. The City Council of the City of Port Orange does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas to show the

classification for the areas as hereby rezoned as shown on **Exhibit "2"**, attached hereto.

Section 4. This ordinance shall become effective immediately upon adoption.

_____
MAYOR DONALD O. BURNETTE

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

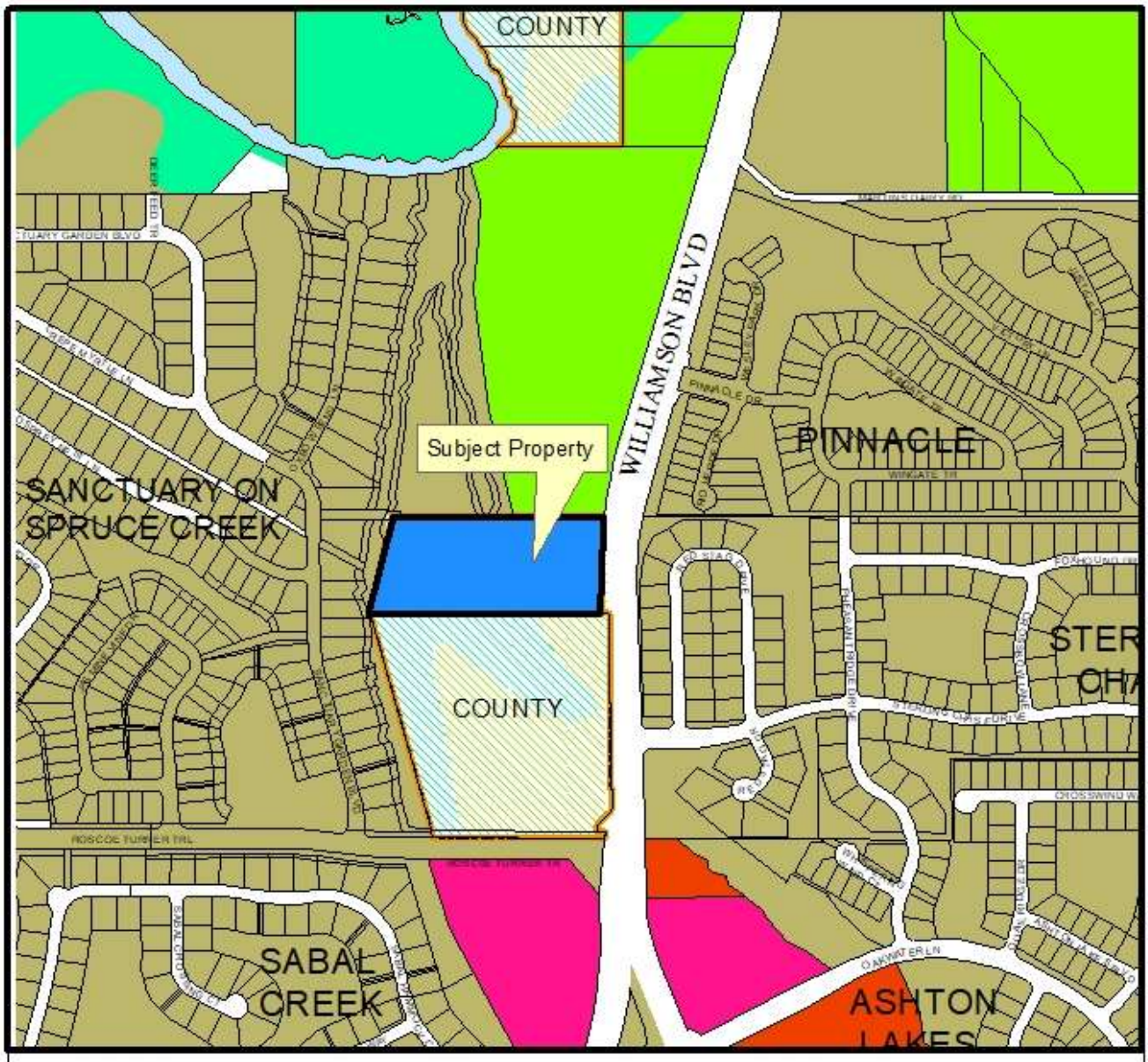
EXHIBIT “1”

LEGAL DESCRIPTION

BEING A PORTION OF SECTION 30, TOWNSHIP 16 SOUTH, RANGE 33 EAST, LYING WEST OF WILLIAMSON BOULEVARD, A VARYING WIDTH RIGHT-OF-WAY, ALL LYING IN VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS,

BEGINNING AT THE SOUTHEAST CORNER OF PARCEL "K" AS SHOWN ON PLAT OF THE SANCTUARY ON SPRUCE CREEK, PHASE I, ACCORDING TO THE MAP OR PLAT LOCATED IN MAP BOOK 45, PAGES 48 THROUGH 51, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE NORTH 89 DEGREES 56 MINUTES 40 SECONDS EAST, A DISTANCE OF 371.59 FEET TO THE MONUMENTED WESTERLY RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD, VARYING RIGHT-OF-WAY AS SHOWN IN RIGHT-OF-WAY MAP, PROJECT NUMBER 4740-2, DATED 01/15/2008, SAID POINT ALSO BEING ON A CURVE, CONCAVE NORTHEASTERLY AND TO THE LEFT HAVING A CENTRAL ANGLE OF 05 DEGREES 50 MINUTES 32 SECONDS, A RADIUS OF 1959.86 FEET, A CHORD BEARING SOUTH 03 DEGREES 15 MINUTES 41 SECONDS WEST, A CHORD LENGTH OF 199.73 FEET, THENCE ALONG THE SAID WESTERLY RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD A ARC DISTANCE OF 199.82 FEET TO THE POINT OF TANGENCY; THENCE CONTINUE ALONG SAID WESTERLY MONUMENTED RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD SOUTH 00 DEGREES 20 MINUTES 26 SECONDS WEST, A DISTANCE OF 192.38 FEET TO A POINT ON LINE OF THE RIGHT-OF-WAY LINE AS SHOWN ON AFORESAID RIGHT-OF-WAY MAP ALSO BEING THE NORTH LINE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 7559, PAGE 131, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, THENCE DEPARTING SAID RIGHT-OF-WAY LINE SOUTH 89 DEGREES 57 MINUTES 13 SECONDS WEST A DISTANCE OF 948.83 FEET TO A POINT ON THE EASTERLY PROPERTY LINE OF LOT 12 ALSO BEING THE SOUTHEAST CORNER OF PARCEL "O" ACCORDING TO SAID PLAT OF THE SANCTUARY ON SPRUCE CREEK, PHASE I, THENCE NORTH 10 DEGREES 33 MINUTES 25 SECONDS EAST ALONG THE EAST LINE OF PARCEL "O", A DISTANCE OF 398.45 FEET, THENCE NORTH 89 DEGREES 56 MINUTES 40 SECONDS EAST, A DISTANCE OF 516.73 FEET TO THE POINT OF BEGINNING. DESCRIBED LAND CONTAINS 358,504 SQUARE FEET OR 8.2 ACRES MORE OR LESS.

EXHIBIT "2"

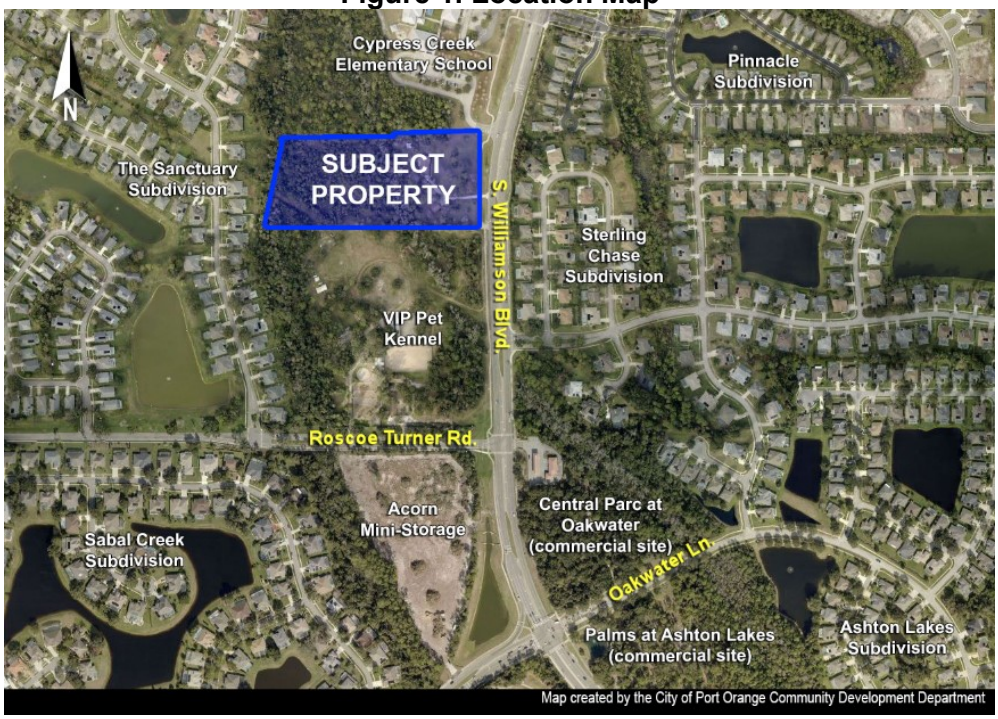

COUNTY
WILLIAMSON BLVD
Subject Property
PINNACLE
SANCTUARY ON SPRUCE CREEK
COUNTY
SABAL CREEK
ASHTON
CityBoundary
Agriculture
Volusia County A-2
Volusia County RC
Government/Public Use
Flood Plain-Conservation
Planned Commercial Development
Planned Unit Development
Community Commercial
CITY OF PORT ORANGE
1867
FLORIDA
ZONING
CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT
N
W
E
S

STAFF REPORT
CASE NO. 20-60000001
Rezoning/Thrive Community Church
6156 Williamson Boulevard

REQUEST:	Rezone ±8.2 acres from Volusia County Rural Agriculture (A-2) to City of Port Orange Government/Public Use (GPU)
LOCATION:	6156 Williamson Boulevard
OWNER:	Reta B Walker Rev Trust
APPLICANT:	Thrive Community Church, Inc.
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval (May 28, 2020)
CITY COUNCIL:	June 16, 2020

INTRODUCTION
Thrive Community Church, Inc., applicant, requests approval to rezone ±8.2 acres from Volusia County Rural Agriculture (A-2) to City of Port Orange Government/Public Use (GPU). The subject property is located on the west side of Williamson Boulevard, south of Cypress Creek Elementary School (see Figure 1). If approved, the applicant intends to submit a site plan for the development of a house of worship and a fellowship hall on the subject property.

Figure 1. Location Map



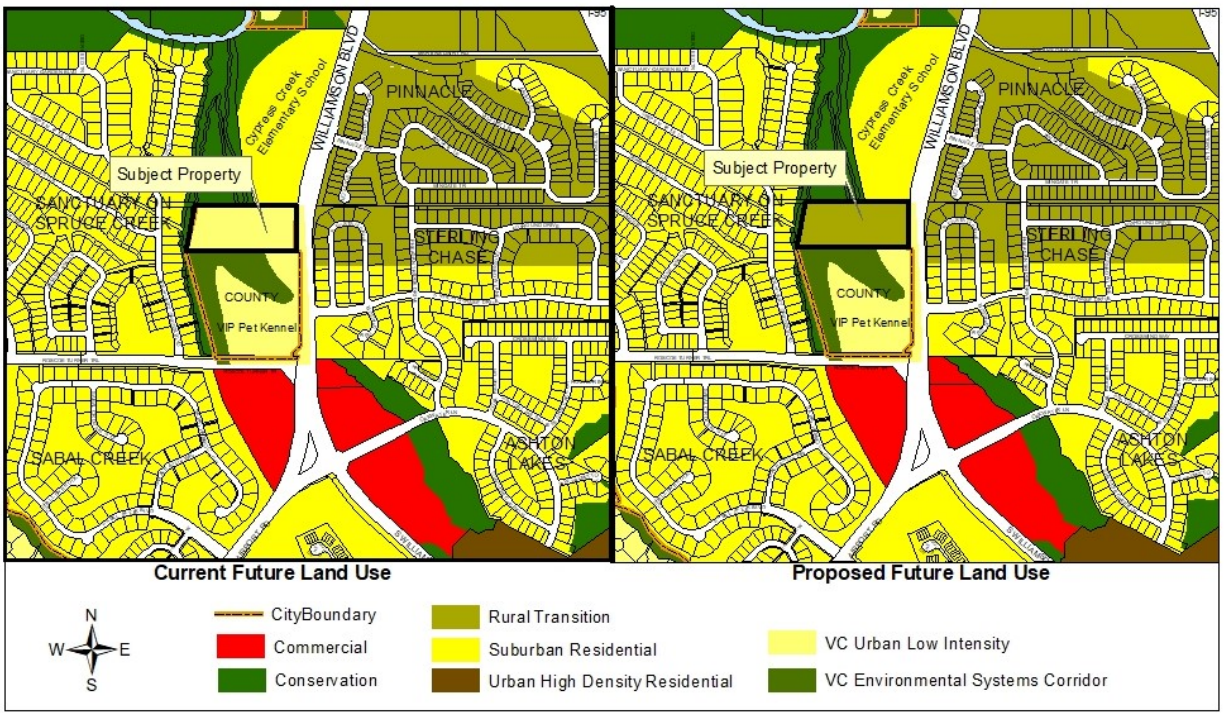
DISCUSSION

The rezoning request was reviewed according to the criteria established in Chapter 3, Section 5 of the Land Development Code (LDC) in terms of consistency with the Comprehensive Plan and consistency with the surrounding land uses and zoning.

Access to the property will be from Williamson Boulevard (Volusia County maintained arterial roadway) and Port Orange water and sewer is available to serve the property. All future development plans submitted will require detailed technical review by the Staff Development Review Committee (SDRC) to determine all requirements in the Land Development Code (LDC) are met. As with all development, specific site development proposals for the subject property are subject to concurrency regulations at the time of development requiring transportation facilities to be provided or for the developer to enter into a mitigation agreement for their impacts.

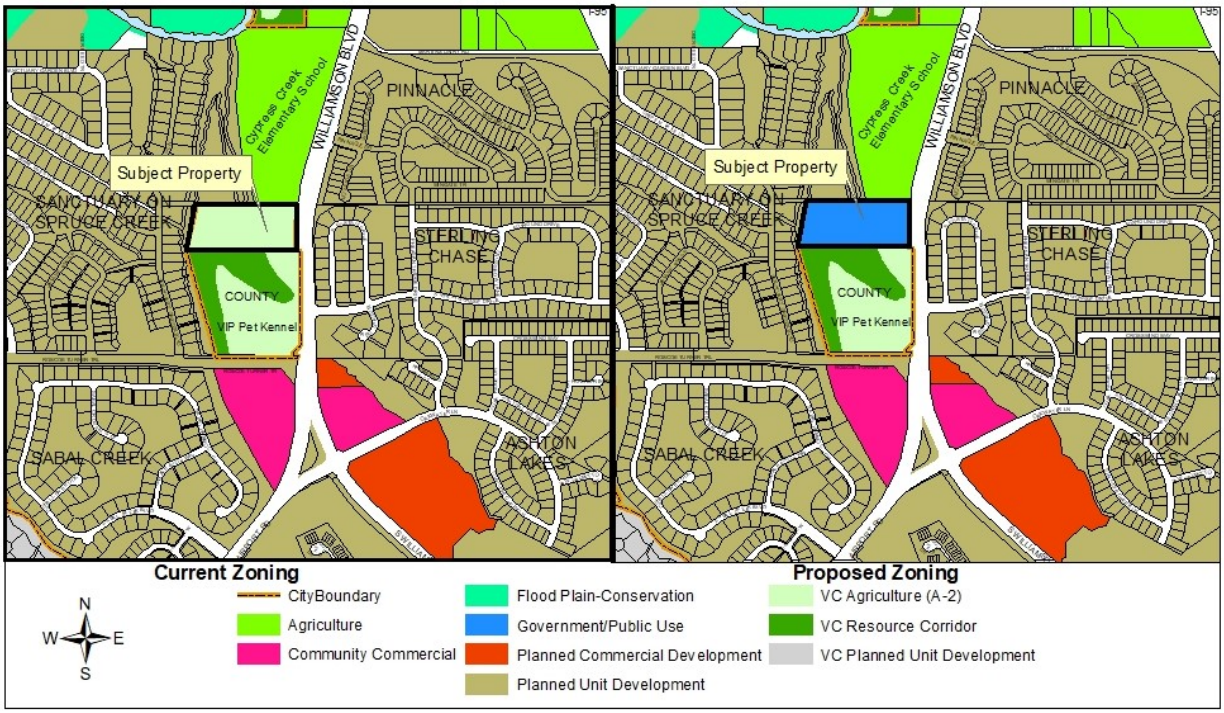
The current FLU designation for the subject property and adjacent properties and the proposed FLU designation for the subject property is identified in Figure 2.

Figure 2. Current and Proposed FLU Map



The current zoning classification of the subject property and adjacent properties and the proposed zoning classification of the subject property are identified in Figure 3.

Figure 3. Current and Proposed Zoning Map



COMPATIBILITY WITH SURROUNDING USES AND ZONING

The subject parcel is currently developed with a single-family home with access to Williamson Boulevard, which is an arterial road. The subject parcel is surrounded by Cypress Creek Elementary to the north (a public/institutional use), VIP Kennel to the south (non-residential use), a residential single-family subdivision to the west, and Williamson Boulevard and a residential single-family subdivision to the east. The surrounding existing land uses, Future Land Use designations, and Zoning classifications are identified in Table 1.

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Cypress Creek Elementary	PO *Suburban Residential* (2-4 units/acre) and *Conservation*	PO Agriculture; PO Sanctuary on Spruce Creek Planned Unit Development (PUD)
South	VIP Pet Kennel	VC *Urban Low Intensity* (0.2-4 units/acre); *Environmental Systems Corridor*	VC A-2 (Rural Agriculture); Resource Corridor (RC)
East	Williamson Blvd. right-of-way and Sterling Chase single-family residential subdivision	PO *Rural Transition* (0-2 units/acre)	PO Planned Unit Development (PUD)
West	Sanctuary on Spruce Creek single-family residential subdivision	PO *Suburban Residential* (2-4 units/acre) and *Conservation*	PO Planned Unit Development (PUD)

VC – Volusia County and PO – Port Orange

The GPU district is intended to provide for public and quasi-public uses in a setting which recognizes the special character and location requirements of such facilities. The proposed GPU zoning is appropriate for this property as it is located along Williamson Boulevard (Volusia County maintained arterial roadway), the adjacent properties (north and south) are non-residential uses (Cypress Creek Elementary and VIP Pet Kennel), and the size of the property is able to provide a sufficient buffer (landscape & fence) to the adjacent residential use located west of the subject property. As shown on the zoning map (Figure 3), rezoning to GPU will establish a transition zoning designation appropriate between residential and non-residential properties. The requested zoning and proposed house of worship and fellowship hall uses will establish a transition between higher intensity uses located at the commercial node at the intersection of Williamson Blvd./Oak Water Ln./Airport Rd. and residential uses (single-family).

According to the applicant, the church office is anticipated to be open from 8:30 am to 3:30 pm Monday-Friday, and Sunday services are anticipated to be at 9:00 am 10:45 am. The primary use of the property will be on Sunday mornings. The church may occasionally have some night meetings on weekdays; however, those meetings would typically occur at off-peak hours. The applicant also states that the fellowship hall is only intended to be used for church events, weddings, and funerals. In developing the site, adequate parking, access, and buffers will be required according to the requirements in the Land Development Code.

CONSISTENCY WITH COMPREHENSIVE PLAN

The proposed zoning will be consistent with the proposed Future Land Use (FLU) designation (see Case No. 20-20000001) for the property of *Rural Transition* (0-2 units/acre. Future Land Use Element Policy 2.1.4 in the City's Comprehensive Plan recognizes that public/institutional uses are acceptable in a wide range of the City's Future Land Use designations, and small isolated properties such as the subject property may be designated under any Future Land Use land use category where appropriate. The *Rural Transition* FLU designation is proposed in order to ensure that only residential uses or an approved public/institutional use could be developed on the subject property. Based on compatibility with adjacent zoning districts, access to an arterial roadway, and availability of infrastructure, and ability to sufficiently buffer to adjacent uses the Administrative Official has determined that the proposed uses (house of worship and fellowship hall) and requested zoning are appropriate at this location and consistent with the proposed FLU designation.

PUBLIC NOTICE

On February 14, 2020, staff posted the property notifying the public of the proposed amendment. As of the time this agenda item was prepared, staff has not received any inquiries regarding the proposed amendment.

STAFF RECOMMENDATION

Staff recommends approval of the request to rezone ±8.2 acres from Volusia County Rural Agriculture (A-2) to City of Port Orange Government/Public Use (GPU).

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/16/2020

Consent item: No

SUBJECT: (G25) First Reading - Ordinance No. 2020-16 - 4th Amendment to the Home Depot Planned Commercial Development Master Development Agreement and Conceptual Development Plan (Case No. 20-40000001)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-16 - 4th Amendment to the Home Depot Planned Commercial Development Master Development Agreement and Conceptual Development Plan.

SUMMARY: Planning Commission Action (5/28/20): Recommended Approval

The applicant on behalf of the property owner, Home Depot, requests approval to amend the Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Home Depot Planned Commercial Development (PCD). The proposed 4th Amendment to the Home Depot MDA and CDP is to modify the current MDA related to outdoor storage and display of merchandise, establish requirements for the storage/display of rental equipment and vehicles, identify the general area for the expansion of the building, and provide flexibility for the City's use of the City electronic message sign at City Center Parkway entrance. If approved, Home Depot intends to revise their site plan to identify locations for storage and display of merchandise and rental equipment and vehicles and expand the store to add a tool rental center.

Key aspects of the applicant's proposed Master Development Agreement (MDA) and Conceptual Development Plan (CDP) amendment:

1. Allow additional designated areas for storage and display of merchandise and garden supplies as required in the LDC for commercial uses and allow the display of the same product or model for merchandise such as lawn furniture, grills, propane tanks, etc. along the front of the Home Depot store. An MDA amendment was recently approved for Lowe's in November 2019, addressing a similar request to display merchandise along the front of the store; and

2. Allow display of equipment and vehicles that can be rented by customers in a limited area on the site. The proposed large equipment and vehicle rental area will occupy 25 parking spaces along the northern portion of the parking lot. According to the applicant, Home Depot is expanding their services to customers and contractors to include the rental of equipment (e.g. Tractor Loader Backhoe, Skid Steer, Mini Excavator, Aerial Equipment, Light Tower, Material Handling, Dump Trailer, Tree Care (Chipper Rental/Stump Grinder), Mini Skid Steer, Trencher, etc.) and vehicles (e.g. pickup trucks,

flatbed trucks, box truck) so customers and contractors can purchase and rent materials and equipment necessary to complete home improvement jobs to larger commercial/residential jobs. Staff evaluated the required parking for the site and the equipment and vehicle rental display area will not make the site deficient in the number of parking spaces required by the LDC. To ensure that the equipment and vehicle rental area is screened from the adjacent properties and roadways, language is in the proposed MDA amendment to require additional landscaping if required.

3. Expands the building footprint of the current building +/-2,000 square feet to create a tool rental center on the north side of the building. The tool rental center expansion area will be where customers can rent will be were smaller tools for household or commercial use (e.g. handheld power tools, generators, drills and drivers, pressure washers, chainsaw, augers, lawn mowers, etc.) As part of the tool rental center building expansion, a +/-750 square foot outdoor storage area will also be constructed. The applicant is proposing to enclose the outdoor tool rental area with a black steel fencing with opaque screening fabric and concrete masonry columns to match the existing garden center to create a uniform look from the front and side of the store.

4. Remove text that limited the display of messages on the City's existing electronic message sign at two-lines. The proposed MDA would allow the electronic message to display messages in accordance with the LDC. Staff is in the process of updating the sign code to create regulations for LED signage for public properties to enhance communication to the general public. The amendment also requires expansion of the easement at the sign location (Dunlawton Avenue and City Center Parkway) to allow the City to have the control of the maintenance of the landscaping at this corner.

The staff report is attached for more details.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ord. No. 2020-16 with exhibit	Ord 2020-16 Home Depot.pdf
2.	Staff Report	CC Home Depot Staff Report.pdf

Penelope Cruz	Created/Initiated - 6/1/2020
Tim Burman	Approved - 6/1/2020
Shannon Balmer	Approved - 6/2/2020
Jake Johansson	Approved - 6/4/2020
Robin Fenwick	Final Approval - 6/5/2020

ORDINANCE NO. 2020-16

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE FOURTH AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE PORT ORANGE HOME DEPOT PLANNED COMMERCIAL DEVELOPMENT (PCD) AND THE CONCEPTUAL DEVELOPMENT PLAN (CDP); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into the Fourth Amendment to the Master Development Agreement for the Port Orange Home Depot Planned Commercial Development Agreement ("PCD") and Conceptual Development Plan ("CDP"); (hereinafter referred to as the "Fourth Amendment"); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the Fourth Amendment; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by majority vote recommended approval of the proposed Fourth Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the approval of the Fourth 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 Fourth Amendment, attached hereto as **Exhibit "1"** and made a part hereof by reference.

Section 2. The Mayor and City Clerk are hereby authorized to execute said Fourth 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, MMC, City Clerk

Passed on first reading on the day of _____, 2020

Passed and adopted on second and final reading on the day of _____, 2020

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

Exhibit 1

This Document Prepared By:
Kimley-Horn and Associates, Inc.
445 24th Street
Suite 200
Vero Beach, FL 32960

Return Recorded Document to:
Office of Records Clerk
1000 City Center Circle
Port Orange, FL 32129

FOURTH AMENDMENT TO THE
MASTER DEVELOPMENT AGREEMENT FOR THE
PORT ORANGE HOME DEPOT
PLANNED COMMERCIAL DEVELOPMENT (PCD)

The FOURTH AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE PORT ORANGE HOME DEPOT PLANNED COMMERCIAL DEVELOPMERNT ("Fourth Amendment") is made as of the _____ day of _____, 2020 by and between THE CITY OF PORT ORANGE, a Florida municipal corporation (the "City") and HOME DEPOT U.S.A, INC., a Delaware corporation ("Home Depot" or "Developer").

WITNESSETH

WHEREAS, the City, Jerome Unatin (d/b/a "East Coast Enterprises") and Home Depot executed the MASTER DEVELOPMENT AGREEMENT FOR THE PORT ORANGE HOME DEPOT PLANNED COMMERCIAL DEVELOPMENT (PCD), dated January 30, 2001, recorded in Official Records Book 4647, Page 1074 of the Public Records of Volusia County, Florida, ("MDA") as an amended by the certain First Amendment to the Master Development Agreement for the Port Orange Home Depot, recorded in Official Records Book 4856, Page 2383, aforesaid records, (First Amendment") as further amended by the certain Second Amendment to the Master Development Agreement of the Port Orange Home Depot, recorded in Official records Book 5106, Page 4874, aforesaid records, ("Second Amendment") as further amended by the certain Third Amendment to the Master Development Agreement of the Port Orange Home Depot, recorded in Official records Book 6779, Page 982, aforesaid records, ("Third Amendment") which encumbered the real property described therein (collectively, the "PCD Agreement"); and

WHEREAS, Home Depot is the owner of Lot 1, more particularly described in Exhibit "A" ("Property"), incorporated herein and made a part hereof by reference; and

WHEREAS, the Property Owner is the owner of the Property which is the only Property impacted by the Fourth Amendment; and

1. Providing for permanent "Outdoor Display and Sales" of live plants, sod, soil, mulch, grills, outdoor living, yard equipment, lumber, building materials and products within and at the locations indicated on the CDP referenced within this document as Exhibit B,

2. Providing for permanent “Outdoor Storage” within and at the locations indicated on the CDP referenced within this document as Exhibit B,

3. Providing for “Large Equipment Rental” within and at the locations indicated on the CDP referenced within this document as Exhibit B. Large Equipment for rental is defined as equipment that can generically be used on a construction site, and can include but not limited to the following;

    a) Tractor Loader Backhoe
    b) Skid Steer
    c) Mini Excavator
    d) Aerial Equipment
    e) Light Tower
    f) Material Handling
    g) Dump Trailer
    h) Tree Care (Chipper Rental/Stump Grinder)
    i) Mini Skid Steer
    j) Trencher

4. Providing for “Vehicle Rental” within and at the locations indicated on the CDP referenced within this document as Exhibit B. Vehicles for rent are defined as a vehicle that is rented from Home Depot or a vendor and provided for customer use as desired. Such vehicles are those similar in nature to serve said purposes of the customer but will remain within the area specified on the CDP.

5. Providing for addition of a Tool Rental Center, (hereinafter referred to as "TRC") consistent with the approved architectural elements of Lot 1 and in accordance with the Land Development Code as amended from time to time. Any and all fencing should also be consistent with the existing approved and constructed architectural elements of Lot 1 and in accordance with the Land Development Code, as amended from time to time. Fencing as currently located onsite surrounding the Garden Center incorporates tube steel fencing with concrete masonry unit columns allows.

6. Provide for revised Exhibit C of the MDA depicting the location of the sign, wall, landscaping and other appurtenances as may exist and may be added from time to time, with permission of the City Official, within the easement, that must be maintained as described herein. Easement depiction is referenced herein as Exhibit D.

WHEREAS, the Property Owner wishes to amend the Conceptual Development Plan (hereinafter to as the “CDP”), and

WHEREAS, the City and the Property Owner wish to amend the PCD Agreement as applied to the Property to allow for the following:

NOW THEREFORE, the City and the Property Owner hereby agree as follows:

1. The premises stated above are true correct and form a material part of the Fourth Amendment to the Master Development Agreement for the Port Orange Home Depot Planned Commercial Development.

2. Paragraph 2, Section D of the MDA, which incorporates the CDP as Exhibit B, said CDP as applied to Lot 1, is hereby amended to reflect modifications shown by this 4th Amendment Exhibit B, attached hereto and incorporated herein by reference.

3. Section 4, **"USES"**, of the PCD Agreement as applied to Lot 1 as originally described in the PCD Agreement is hereby amended by underline and strikethrough as follows:

   (a) Permitted Uses allowed on the PCD Property shall be as follows:

	Permitted Uses
Lot 1	Retail Sales and Service Retail Home Building Materials, including Garden Center, ** Office and Interior Equipment Rental <u>Outdoor Display and Sales, Outdoor Storage, Vehicle Rental, and Large Equipment Rental</u>

4. Section 6, **"PCD INFRASTRUCTURE"**, of the PCD Agreement as applied to Lot 1 as originally described in the PCD Agreement is hereby amended by underline and strikethrough as follows:

   (f) As Lot 1 is developed, Home Depot shall construct the access drives to the PCD Property located on Dunlawton Avenue and Clyde Morris Boulevard, and the northerly access driveway as shown on Exhibit "B". During development of Lot 1, the construction of the northerly access drive shall be completed, including curb cuts on City Center Parkway. If landscaping is removed during alteration of City Center Parkway of the Dunlawton median, it shall be relocated on the PCD Property, and the remaining areas shall be re-landscaped. Home Depot, at its expense shall construct improvements for right-out only driveway egress to City Center Parkway. <u>The PCD Property is allowed to have an electronic message sign to serve as the City identification signage, per the requirements in the Land Development Code as amended from time to time ("City Identification Sign"). The City Identification Sign shall be placed in an easement at the southeast corner of the Home Depot Property that shall provide for and require the City to maintain the electronic message sign or signage, the landscaping, the wall, paving and other appurtenances within the easement with the approval of the City's Administrative Official, that includes an electronic message sign in compliance with the requirements in the Land Development Code, as amended from time to time. Depiction of the existing easement area, recorded in Official Records Book 4806, Page 1273, Public Records,</u>

Volusia County, Florida, and the additional easement area to be provided by separate instrument, is attached hereto as Exhibit D, made a part hereof by reference. The Developer shall construct certain enhancements ~~including the replacement of the existing city identification signage with a new sign located on the southeast corner of the Home Depot Property that includes a two line electronic reader board~~; construction of dual eastbound left turn lanes from City Center to Dunlawton and related median construction and landscaping; paving City Center with 1.5" of asphalt between Azalea Pointe Drive and Dunlawton; aesthetic and landscaping improvements on the northeast corner of the intersection (Police Station); and, pedestrian links between the City Center and Dunlawton sidewalk and the PCD Property. Specifications for the improvements are attached as Exhibit "B" hereto. The design of all such "Gateway" improvements shall be approved City Council prior to issuance of a development order. To avoid delay in issuing the first certification of occupancy due to delays in the Florida Department of Transportation (FDOT) construction approval process, the "Gateway" improvements attributable to FDOT may be bonded by Home Depot. Barring any unforeseen weather or permitting conditions, the bonded improvements must be commenced on or before January 1, 2003 and be completed within six (6) months thereafter. All other Gateway improvements subject solely to City approval must be initiated prior to the issuance of the first Certificate of occupancy for the PCD Property.

5. Section 11, **"LANDSCAPING"**, of the PCD Agreement as applied to Lot 1 as originally described in the PCD Agreement is hereby amended by underline and strikethrough as follows:

(a) All buildings and accessory on each lot shall be developed in compliance with the requirements of Chapter 14 of the Port Orange Land Development Code~~.~~, unless otherwise noted herein.

(b) All buildings and accessory structures on each lot shall be developed consistent with the common architectural theme. The common architectural theme shall be established by harmoniously coordinating the general appearance of all building and accessory structures. For purposes of the Agreement, general appearance includes but is not limited to exterior wall finished; roof styles, slopes and materials; colors; and architectural details and ornamentation. The Developer's prototype elevation is attached as Exhibit "D." However, final architectural elevations for the Home Depot building will be approved as part of the site plan review. Any and all fencing should also be consistent with the existing approved and constructed architectural elements of Lot 1 and in accordance with the Land Development Code, as amended from time to time. Fencing as currently located onsite surrounding the Garden Center incorporates tube steel fencing with concrete masonry unit columns allows.

(j) Except as provided below or as otherwise stated in the Fourth Amendment to the Master Development Agreement for the Port Orange Home Depot Planned Commercial Development, no outside storage shall be permitted, except on Lot 1 as depicted on Exhibit "B" as "seasonal sales," "outdoor display and sales,"

"outdoor storage," "large equipment rental," and "vehicle rental" and except during outdoor and sidewalk sales, ~~or~~ special events permitted by the City or as allowed by the Fourth Amendment to the Master Development Agreement for the Port Orange Home Depot Planned Commercial Development. "Seasonal sales" means the sale of plant materials, and nothing else. Christmas tree sales between November 1 and December 30 of each year are specifically approved herein. "Outdoor display and sales" means the sale of live plants, sod, soil, mulch, grills, outdoor living merchandise and yard equipment. "Outdoor storage" means the storage of products, large rental equipment and rental vehicles. "Large Equipment Rental" means Large Equipment for rental and is defined as equipment that can generically be used on a construction site, and can include but not limited to the following;

1. Tractor Loader Backhoe
2. Skid Steer
3. Mini Excavator
4. Aerial Equipment
5. Light Tower
6. Material Handling
7. Dump Trailer
8. Tree Care (Chipper Rental/Stump Grinder)
9. Mini Skid Steer
10. Trencher

"Vehicle rental" means the rental or lease of vehicles from Home Depot or a vendor and provided for customer use as desired. Such vehicles are those similar in nature to serve said purposes of the customer but will remain within the area specified on the CDP.

"Outdoor display and sales," "outdoor storage," "large equipment rental," and "vehicle rental" as defined above shall be allowed on a permanent and daily basis at the sole discretion of Home Depot. Additional landscape buffer screening will be provided if needed in accordance with the Land Development Code. These areas are depicted and noted on the "CDP," found in Exhibit B.

6. This Fourth Amendment to the Master Development Agreement for the Port Orange Home Depot Planned Commercial Development shall be effective as of the date it is executed by all parties.

7. The MASTER DEVELOPMENT AGREEMENT FOR THE PORT ORANGE HOME DEPOT PLANNED COMMERCIAL DEVELOPMENT, as previously enacted, and the First Amendment, Second Amendment, Third Amendment, shall remain in full force and effect except with the respect to those matters specifically amended by the Fourth Amendment.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment, by and through their duly authorized representatives, on the respective dates below.

WITNESSES:

CITY OF PORT ORANGE, FLORIDA
a Chartered Municipal Corporation

_____

Name: _____

By:_____

Donald O. Burnette, Mayor

_____

Name: _____

Date: _____

_____

Name: _____

Attest: _____

Robin L. Fenwick, MC, City Clerk

_____

Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this _____ day of _____, 20___ by Donald O. Burnette, as Mayor of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledged that he is duly authorized to execute the foregoing agreement on behalf of the city. He is personally known to me.

_____
Notary Public, State of Florida at Large
Printed name, commission and expiration of commission term:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [ ] physical presence or [ ] online notarization this _____ day of _____, 20___ by Robin L. Fenwick, as City Clerk of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledged that he is duly authorized to execute the foregoing agreement on behalf of the city. He is personally known to me.

_____
Notary Public, State of Florida at Large
Printed name, commission and expiration of commission term:

HOME DEPOT U.S.A. INC.

WITNESSES:

_____ By: _____

_____ Name:_____

Printed name Its: _____

_____

_____

Printed name

STATE OF GEORGIA
COUNTY OF COBB

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____**, _____ of Home Depot U.S.A, Inc.,** a Georgia corporation, who is personally known to me and did not take an oath.

(Seal)

_____
Notary Public
Printed name, commission and expiration of commission term:

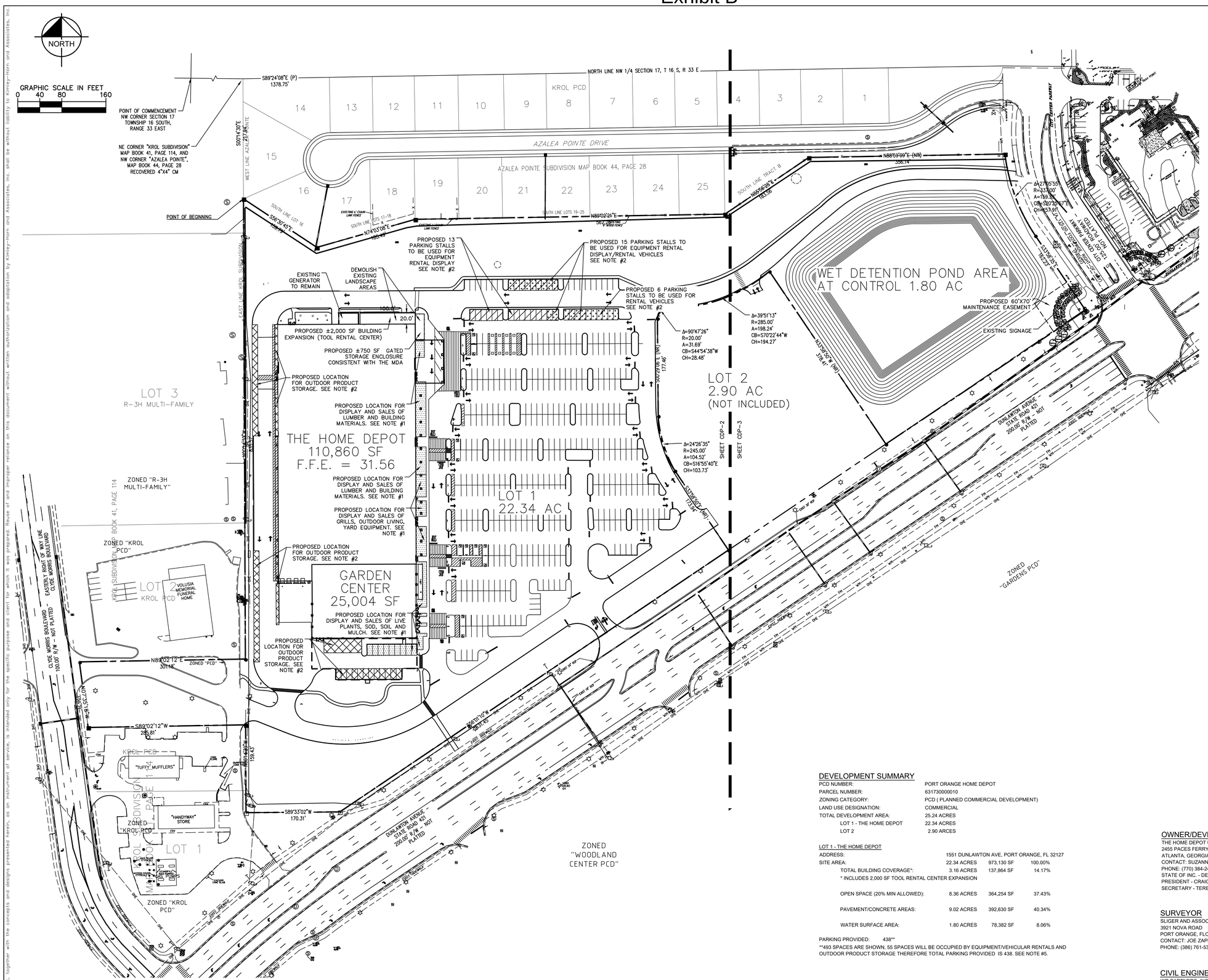
Exhibit A

Legal Description
Home Depot PCD Lot 1

PARCEL "A" AND PARCEL "D" AZALEA POINTE, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 28, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; AND LOT 2, KROL P.C.D. SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41, PAGE 114, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:
AS A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 16, SOUTH RANGE 33 EAST; THENCE SOUTH 89 DEGREES 24 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE OF SECTION 17, A DISTANCE OF 1378.75 FEET; HENCE SOUTH O1 DEGREE 19 MINUTES 12 SECONDS WEST A DISTANCE OF 806.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01 DEGREE 19 MINUTES 12 SECONDS WEST A DISTANCE OF 247.27 FEET ; THENCE NORTH 89 DEGREES 24 MINUTES 08 SECONDS WEST, A DISTANCE OF 301.18 FEET TO A POINT ON THE EAST LINE OF CLYDE MORRIS BOULEVARD (A 100% RIGHT OF WAY); THE NORTH 06 DEGREES 01 MINUTES 38 SECONDS WEST ALONG SAID EAST LINE OF CLYDE MORRIS BOULEVARD A DISTANCE OF 248.91 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 08 SECONDS EAST A DISTANCE OF 333.01 FEET TO THE POINT OF BEGINNING. BEING SUBJECT TO A UTILITY EASEMENT OVER THE EASTERLY 30 FEET.
ALSO DESCRIBES AS FOLLOWS:

LEGAL DESCRIPTION FOR A PORTION OF LOT, KROL P.C.D. SUBDIVISION AS RECORDED IN MAP BOOK 41, PAGE 114, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;
AS A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE SOUTH 89 DEGREES 24 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 1,378.75 FEET; THENCE SOUTH 01 DEGREE 19 MINUTES 12 SECONDS WEST, 1,053.43 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01 DEGREE 19 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 238.85 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 08 SECOND WEST FOR A DISTANCE OF 270.43 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 301.18 FEET TO THE POINT OF BEGINNING

Exhibit B



VICINITY MAP
SCALE: 1"=200'

LEGEND:

- PLANNED COMMERCIAL DEVELOPMENT BOUNDARY
- LOCATION OF EQUIPMENT RENTALS
- LOCATION OF VEHICLE RENTALS
- LOCATION OF DISPLAYS AND SALES
- LOCATION OF OUTDOOR STORAGE
- EXISTING PARKING STRIPING
- LOCATION OF SEASONAL SALES

NOTES:

1. PROPOSED DISPLAYS AND SALES LOCATIONS TO COMPLY WITH FLORIDA ACCESSIBILITY CODE STANDARDS AND REGULATIONS.
2. PROPOSED OUTDOOR PRODUCT STORAGE LOCATIONS TO MAINTAIN A MINIMUM OF 20' CLEARANCE FOR FIRE DEPARTMENT. ADDITIONAL BUFFER LANDSCAPE SCREENING WILL BE PROVIDED IF NEEDED IN ACCORDANCE WITH THE LAND DEVELOPMENT CODE.
3. COMPLIANCE WITH THE CITY OF PORT LAND DEVELOPMENT CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL DEVELOPMENT PLAN
4. RELOCATED UTILITIES ARE TO BE IN OPERATION WITH RELOCATED EASEMENTS TO BE RECORDED PRIOR TO ANY WORK BEING PERFORMED
5. QUANTITY OF PARKING SPACES SHALL BE CONSISTENT WITH THE LDC AND DETERMINED WITH THE FINAL SITE PLAN.

LEGAL DESCRIPTION

PORT ORANGE HOME DEPOT PCD

PARCEL "A" AND PARCEL "D" AZALEA POINTE, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 28, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; AND LOT 2, KROL P.C.D. SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41, PAGE 114, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

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DEVELOPMENT SUMMARY

PCD NUMBER:	PORT ORANGE HOME DEPOT
PARCEL NUMBER:	631730000010
ZONING CATEGORY:	PCD (PLANNED COMMERCIAL DEVELOPMENT)
LAND USE DESIGNATION:	COMMERCIAL
TOTAL DEVELOPMENT AREA:	25.24 ACRES
LOT 1 - THE HOME DEPOT	22.34 ACRES
LOT 2	2.90 ARCES

LOT 1 - THE HOME DEPOT

ADDRESS:	1551 DUNLAWTON AVE, PORT ORANGE, FL 32127		
SITE AREA:	22.34 ACRES	973,130 SF	100.00%
TOTAL BUILDING COVERAGE*:	3.16 ACRES	137,864 SF	14.17%
* INCLUDES 2,000 SF TOOL RENTAL CENTER EXPANSION			
OPEN SPACE (20% MIN ALLOWED):	8.36 ACRES	364,254 SF	37.43%
PAVEMENT/CONCRETE AREAS:	9.02 ACRES	392,630 SF	40.34%
WATER SURFACE AREA:	1.80 ACRES	78,382 SF	8.06%

PARKING PROVIDED: 438**
**493 SPACES ARE SHOWN, 55 SPACES WILL BE OCCUPIED BY EQUIPMENT/VEHICULAR RENTALS AND OUTDOOR PRODUCT STORAGE THEREFORE TOTAL PARKING PROVIDED IS 438. SEE NOTE #5.

PROJECT TEAM

OWNER/DEVELOPER
THE HOME DEPOT USA
2455 PACES FERRY ROAD
ATLANTA, GEORGIA 30339
CONTACT: SUZANNE M. RUSSO
PHONE: (770) 384-2406
STATE OF INC. - DELAWARE
PRESIDENT - CRAIG MENEAR
SECRETARY - TERESA WYNN ROSEBOROUGH

BUILDING ARCHITECT
WD PARTNERS, INC.
7007 DISCOVERY BLVD
DUBLIN, OHIO 43017
CONTACT: CHRIS MARTIN
PHONE: (614) 787 5085

SURVEYOR
SLIGER AND ASSOCIATES, INC.
3921 NOVA ROAD
PORT ORANGE, FLORIDA 32127
CONTACT: JOE ZAPERT
PHONE: (386) 761-5385

LANDSCAPE ARCHITECT
WD PARTNERS, INC.
7007 DISCOVERY BLVD
DUBLIN, OHIO 43017
CONTACT: CHRIS MARTIN
PHONE: (614) 787 5085

CIVIL ENGINEER
WD PARTNERS, INC.
7007 DISCOVERY BLVD
DUBLIN, OHIO 43017
CONTACT: CHRIS MARTIN
PHONE: (614) 787 5085

No.	REVISIONS	DATE	BY

Kimley»Horn
© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM CA 000000696

LICENSED PROFESSIONAL
LIC PROF 1
FLORIDA LICENSE NUMBER
LIC PROF 1 #
DATE: 5/22/2020

KHA PROJECT	011175020
DATE	DATE
SCALE	AS SHOWN
DESIGNED BY	JBL
DRAWN BY	KSC
CHECKED BY	PWR

MDA EXHIBIT B
CONCEPTUAL DEVELOPMENT PLAN FOR THE 4TH AMENDMENT TO THE HOME DEPOT PLANNED COMMERCIAL DEVELOPMENT
PAGE 1 OF 6

B BRAUN MASTER DRAINAGE
PREPARED FOR CLIENT
MUNICIPALITY FLORIDA

SHEET NUMBER
CDP-1

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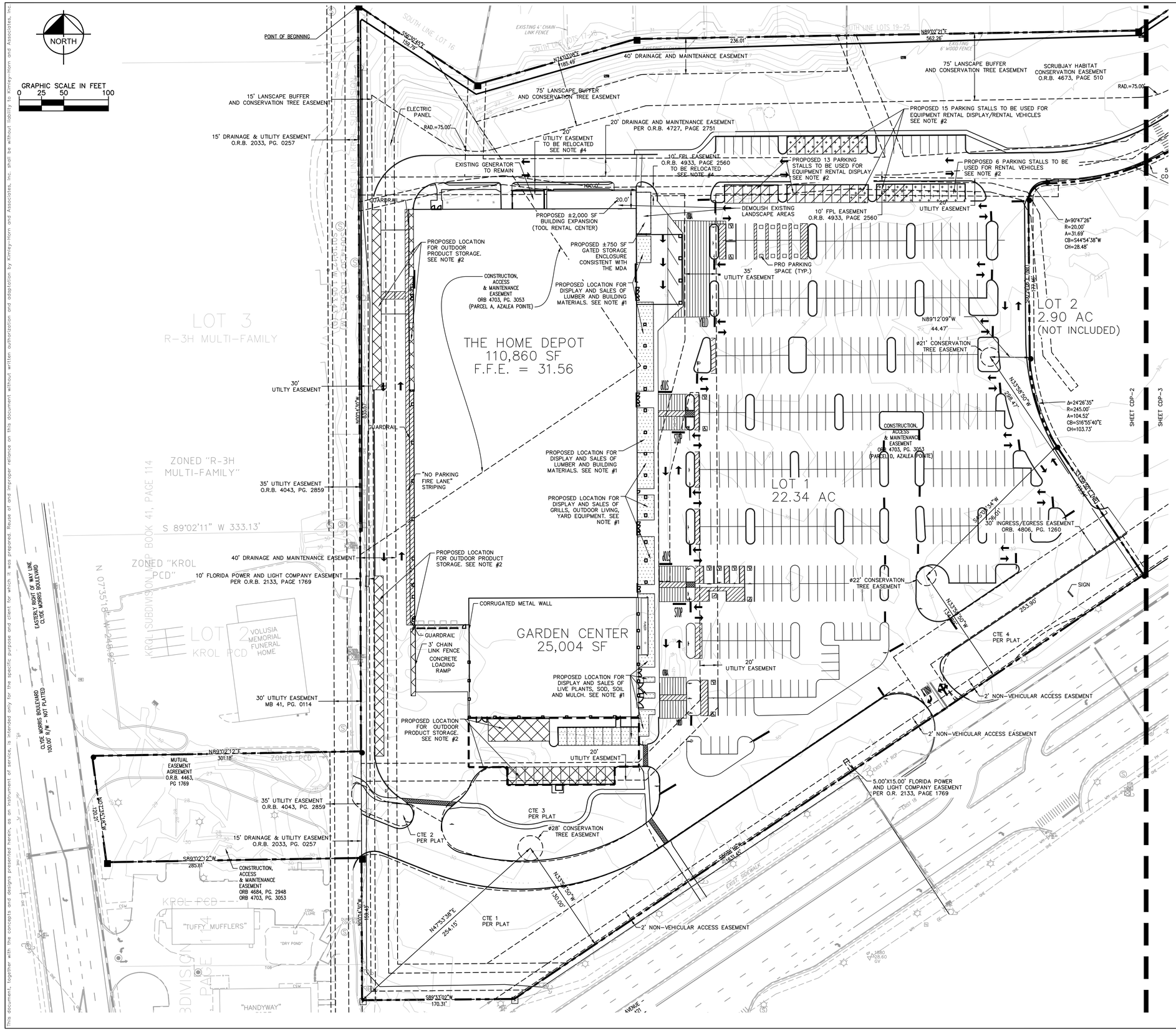

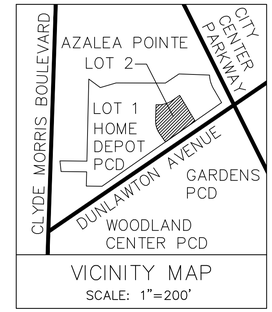

VICINITY MAP
SCALE: 1"=200'

LEGEND:

- PLANNED COMMERCIAL DEVELOPMENT BOUNDARY
- LOCATION OF EQUIPMENT RENTALS
- LOCATION OF VEHICLE RENTALS
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No.	REVISIONS	DATE	BY

Kimley»Horn

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LICENSED PROFESSIONAL
LIC PROF 1
FLORIDA LICENSE NUMBER
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KHA PROJECT 011175020	
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SCALE	AS SHOWN
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MDA EXHIBIT B
CONCEPTUAL DEVELOPMENT PLAN FOR THE 4TH AMENDMENT TO THE HOME DEPOT PLANNED COMMERCIAL DEVELOPMENT
PAGE 2 OF 6

B BRAUN MASTER DRAINAGE

PREPARED FOR
CLIENT

MUNICIPALITY FLORIDA

SHEET NUMBER
CDP-2

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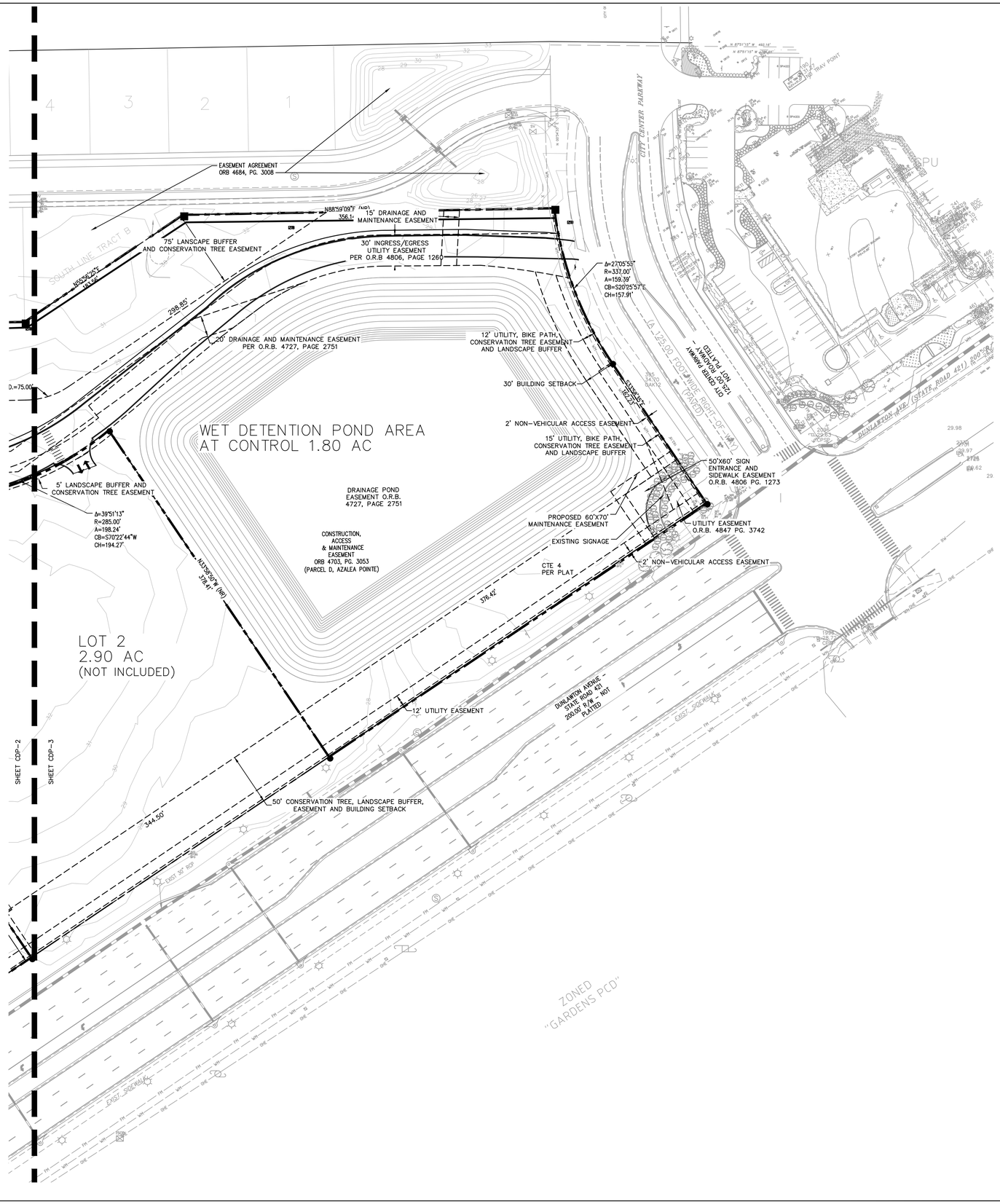
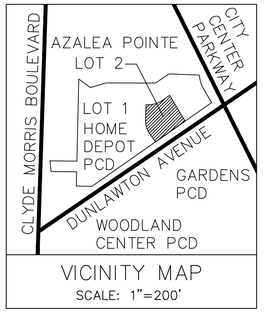
NORTH

GRAPHIC SCALE IN FEET
0 25 50 100





VICINITY MAP
SCALE: 1"=200'

LEGEND:

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- LOCATION OF EQUIPMENT RENTALS
- LOCATION OF VEHICLE RENTALS
- LOCATION OF DISPLAYS AND SALES
- LOCATION OF OUTDOOR STORAGE
- EXISTING PARKING STRIPING
- LOCATION OF SEASONAL SALES

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LEGAL DESCRIPTION

PORT ORANGE HOME DEPOT PCD

PARCEL "A" AND PARCEL "D" AZALEA POINTE, ACCORDING TO THE MAP OR PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 28, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; AND LOT 2, KROL P.C.D. SUBDIVISION ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 41, PAGE 114, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PROPERTY:

AS A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 16, SOUTH RANGE 33 EAST; THENCE SOUTH 89 DEGREES 24 MINUTES 08 SECONDS EAST ALONG THE NORTH LINE OF SECTION 17, A DISTANCE OF 1378.75 FEET; HENCE SOUTH O1 DEGREE 19 MINUTES 12 SECONDS WEST A DISTANCE OF 806.16 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE SOUTH 01 DEGREE 19 MINUTES 12 SECONDS WEST A DISTANCE OF 247.27 FEET ; THENCE NORTH 89 DEGREES 24 MINUTES 08 SECONDS WEST, A DISTANCE OF 301.18 FEET TO A POINT ON THE EAST LINE OF CLYDE MORRIS BOULEVARD (A 100% RIGHT OF WAY); THE NORTH 06 DEGREES 01 MINUTES 38 SECONDS WEST ALONG SAID EAST LINE OF CLYDE MORRIS BOULEVARD A DISTANCE OF 248.91 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 08 SECONDS EAST A DISTANCE OF 333.01 FEET TO THE POINT OF BEGINNING. BEING SUBJECT TO A UTILITY EASEMENT OVER THE EASTERLY 30 FEET.

ALSO DESCRIBES AS FOLLOWS:

LEGAL DESCRIPTION FOR A PORTION OF LOT, KROL P.C.D. SUBDIVISION AS RECORDED IN MAP BOOK 41, PAGE 114, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;
AS A POINT OF REFERENCE COMMENCE AT THE NORTHWEST CORNER OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE SOUTH 89 DEGREES 24 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 1,378.75 FEET; THENCE SOUTH 01 DEGREE 19 MINUTES 12 SECONDS WEST, 1,053.43 FEET TO THE POINT OF BEGINNING, THENCE CONTINUE SOUTH 01 DEGREE 19 MINUTES 12 SECONDS WEST FOR A DISTANCE OF 238.85 FEET; THENCE NORTH 89 DEGREES 24 MINUTES 08 SECOND WEST FOR A DISTANCE OF 270.43 FEET; THENCE SOUTH 89 DEGREES 24 MINUTES 08 SECONDS EAST FOR A DISTANCE OF 301.18 FEET TO THE POINT OF BEGINNING.

NO.	REVISIONS	DATE	BY

Kimley»Horn

© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100
WWW.KIMLEY-HORN.COM CA 00000696

LICENSED PROFESSIONAL
LIC PROF 1
FLORIDA LICENSE NUMBER
LIC PROF 1 #
DATE: 5/22/2020

KHA PROJECT 011175020
DATE
DATE
SCALE AS SHOWN
DESIGNED BY JBL
DRAWN BY KSC
CHECKED BY PVR

MDA EXHIBIT B
CONCEPTUAL DEVELOPMENT PLAN FOR THE 4TH AMENDMENT TO THE HOME DEPOT PLANNED COMMERCIAL DEVELOPMENT
PAGE 2 OF 6

B BRAUN MASTER DRAINAGE
PREPARED FOR CLIENT
MUNICIPALITY
FLORIDA

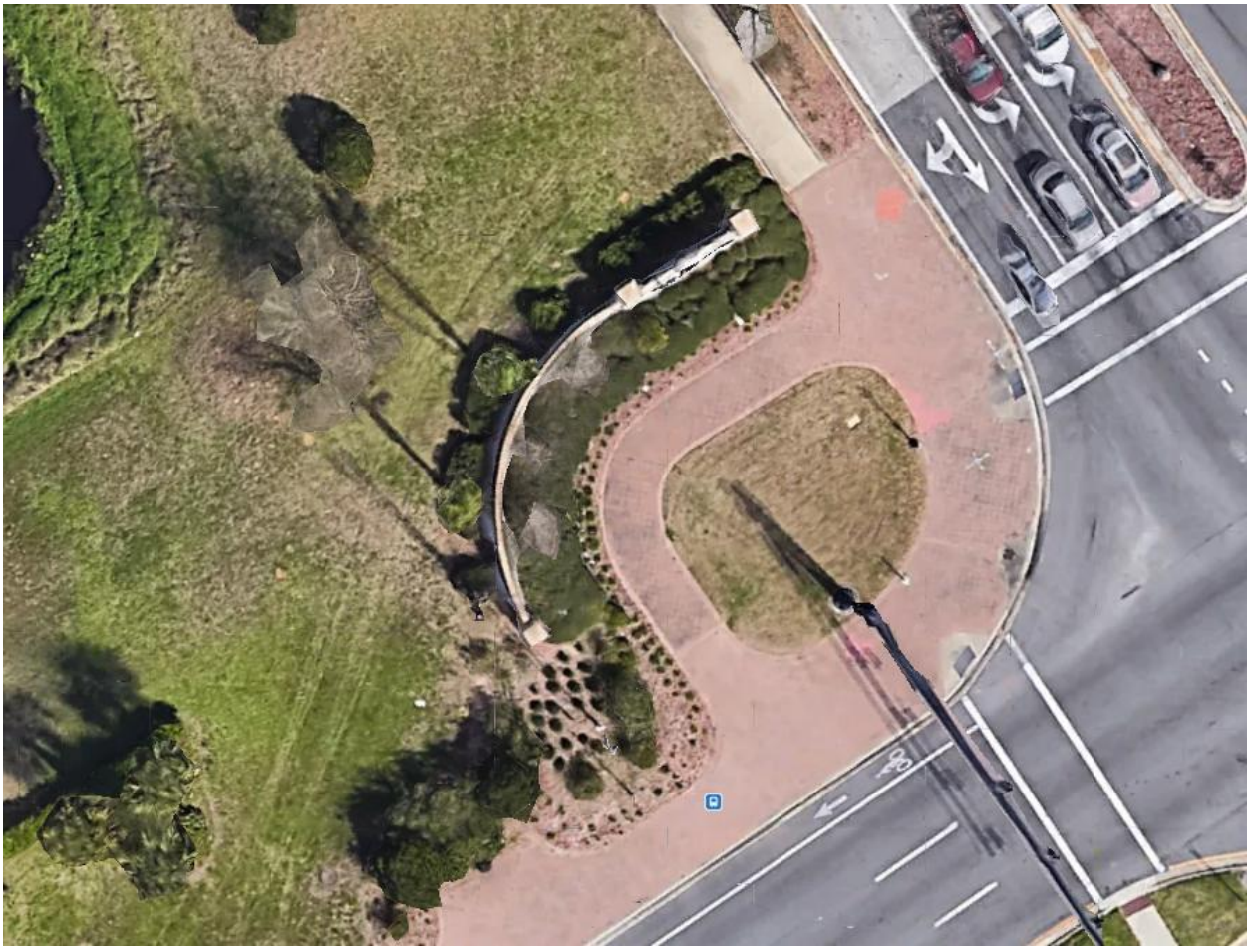
SHEET NUMBER
CDP-3

Exhibit C

MDA EXHIBIT C
EXISTING SIGN CONDITION – ELEVATION
LOOKING NORTHWEST

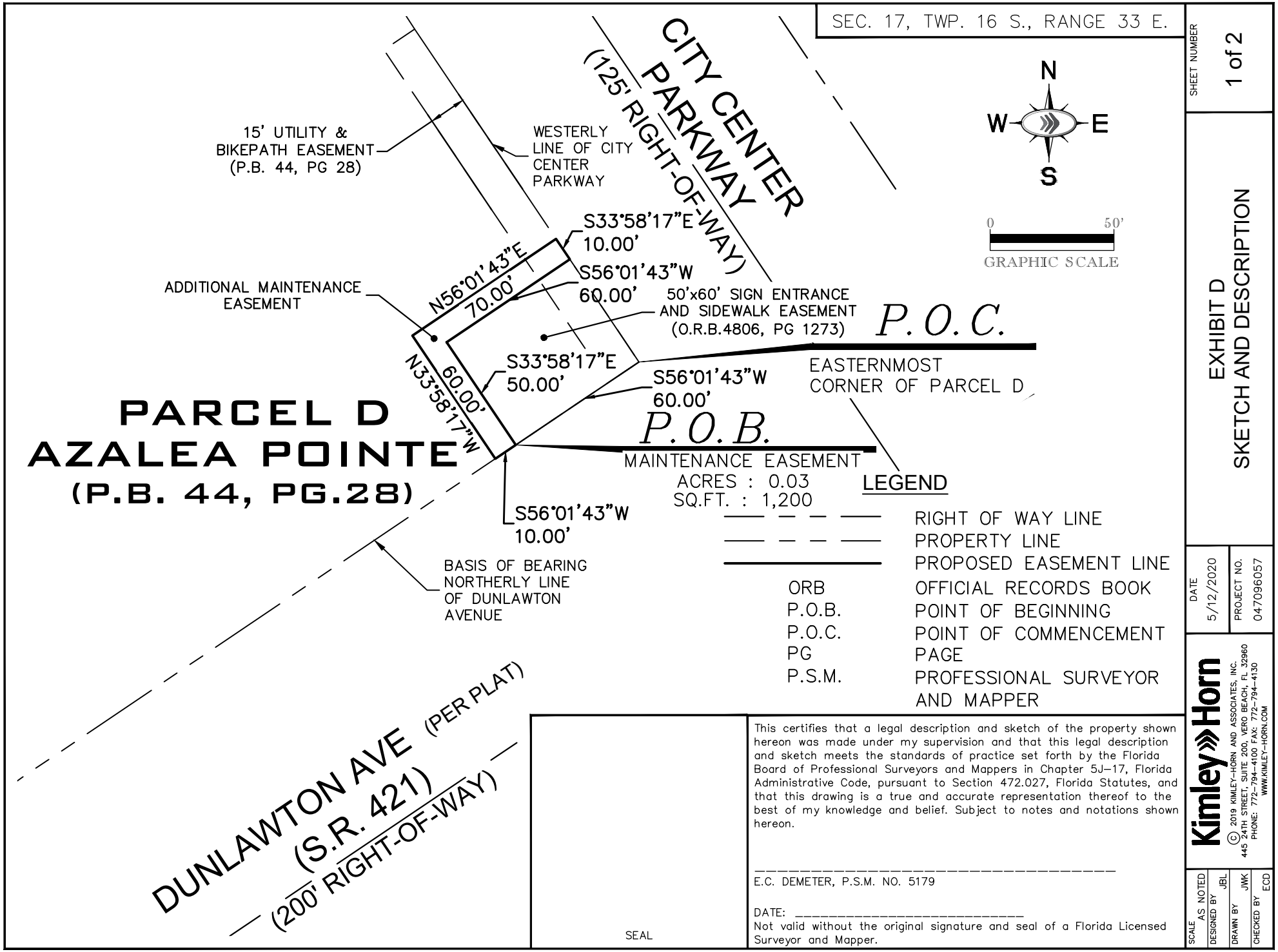
Electronic Message Sign should be per the requirement in the Land Development Code as amended from time to time.

EXISTING SIGN CONDITION – PLAN



City shall be responsible for maintaining the landscaping, sign, wall, paving, and other appurtenances within the easement in accordance with the Land Development Code as amended from time to time.

Exhibit D



SHEET NUMBER 1 of 2

EXHIBIT D
SKETCH AND DESCRIPTION

DATE 5/12/2020

PROJECT NO. 047096057

SEAL

This certifies that a legal description and sketch of the property shown hereon was made under my supervision and that this legal description and sketch meets the standards of practice set forth by the Florida Board of Professional Surveyors and Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes, and that this drawing is a true and accurate representation thereof to the best of my knowledge and belief. Subject to notes and notations shown hereon.

E.C. DEMETER, P.S.M. NO. 5179

DATE: _____

Not valid without the original signature and seal of a Florida Licensed Surveyor and Mapper.

Kimley»Horn
© 2019 KIMLEY-HORN AND ASSOCIATES, INC.
445 24TH STREET, SUITE 200, VERO BEACH, FL 32960
PHONE: 772-794-4100 FAX: 772-794-4130
WWW.KIMLEY-HORN.COM

SCALE AS NOTED | DESIGNED BY JBL | DRAWN BY JWK | CHECKED BY ECD

Drawing name: K:\VRB_Survey\Home Depot – Port Orange\CADD\MAINTENANCE EASEMENT SKETCH & LEGAL REV 2.dwg SKETCH – LANDSCAPE May 12, 2020 2:21pm by: Kiel.Causby

LEGAL DESCRIPTION:

MAINTENANCE EASEMENT

ALL THAT CERTAIN PIECE, PARCEL OR TRACT OF LAND SITUATE, LYING AND BEING A PORTION OF PARCEL D, AZALEA POINTE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 28 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. SAID LANDS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE EASTERNMOST CORNER OF SAID PARCEL D;

THENCE, BEARING SOUTH 56°01'43" WEST, ALONG THE NORTH LINE OF DUNLAWTON AVENUE A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING;

THENCE, BEARING SOUTH 56°01'43" WEST, CONTINUING ALONG THE NORTH LINE OF DUNLAWTON AVENUE A DISTANCE OF 10.00 FEET;

THENCE, BEARING NORTH 33°58'17" WEST, A DISTANCE OF 60.00 FEET;

THENCE, BEARING NORTH 56°01'43" EAST, A DISTANCE OF 70.00 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF CITY CENTER PARKWAY;

THENCE, BEARING SOUTH 33°58'17" EAST, ALONG SAID WESTERLY LINE OF CITY CENTER PARKWAY A DISTANCE OF 10.00 FEET;

THENCE, BEARING SOUTH 56°01'43" WEST, A DISTANCE OF 60.00 FEET;

THENCE, BEARING SOUTH 33°58'17" EAST, A DISTANCE OF 50.00 FEET; TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PREMISES CONTAIN AN AREA OF 1,200 SQUARE FEET OR 0.03 ACRES, MORE OR LESS. SUBJECT TO ALL EASEMENTS, CONDITIONS AND RESTRICTIONS AS CONTAINED WITHIN THE CHAIN OF TITLE.

SURVEYOR'S NOTES

1. THIS IS A SKETCH OF LEGAL DESCRIPTION ONLY, NOT A BOUNDARY RETRACEMENT SURVEY.
2. THE BEARING BASE FOR THIS SKETCH REFERENCES THE NORTHERLY LINE OF DUNLAWTON AVENUE PER THE PLAT OF AZALEA POINTE, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 44, PAGE 28 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA. SAID LINE BEARS SOUTH 56°01'43" WEST.
3. THE SCALE OF THIS DRAWING MAY HAVE BEEN DISTORTED DURING REPRODUCTION PROCESSES.

SCALE: AS NOTED DESIGNED BY: JBL DRAWN BY: JWK CHECKED BY: ECD	Kimley»Horn © 2019 KIMLEY-HORN AND ASSOCIATES, INC. 445 24TH STREET, SUITE 200, VERO BEACH, FL 32960 PHONE: 772-794-4100 FAX: 772-794-4130 WWW.KIMLEY-HORN.COM	DATE: 5/12/2020 PROJECT NO.: 047096057	EXHIBIT D SKETCH AND DESCRIPTION	SHEET NUMBER 2 of 2

Drawing name: K:\VRB_Survey\Home Depot - Port Orange\CADD\MAINTENANCE EASEMENT SKETCH & LEGAL REV 2.dwg LEGAL May 12, 2020 2:21pm by: Kiel.Causby

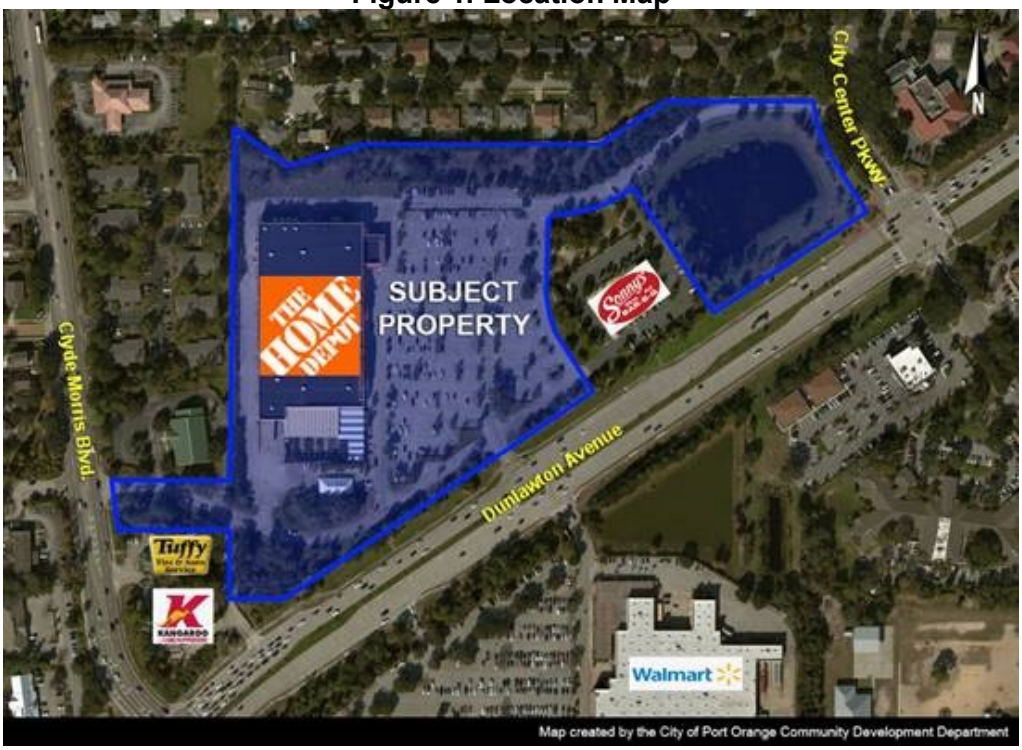
STAFF REPORT
4th Amendment to the MDA & CDP for the Home Depot PCD
CASE NO. 20-40000001

REQUEST:	Amend the Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Home Depot Planned Commercial Development (PCD)
LOCATION:	1551 Dunlawton Avenue (Figure 1 – Location Map)
OWNER:	The Home Depot
APPLICANT:	Kimley-Horn & Associates, Inc.
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Briana Conlan-King, Senior Planner (386) 506-5676
PLANNING COMMISSION:	Recommended Approval May 28, 2020
CITY COUNCIL DATE:	June 16, 2020

DISCUSSION

The proposed 4th Amendment to the Home Depot Planned Commercial Development (PCD) Master Development Agreement (MDA) and Conceptual Development Plan (CDP) is to modify the current MDA related to outdoor storage and display of merchandise, establish requirements for the storage/display of rental equipment and vehicles, identify the general area for the expansion of the building, and provide flexibility for the City's use of the City electronic message sign at City Center Parkway entrance. If approved, Home Depot intends to revise their site plan to identify locations for storage and display of merchandise and rental equipment and vehicles and expand the store to add a tool rental center.

Figure 1. Location Map

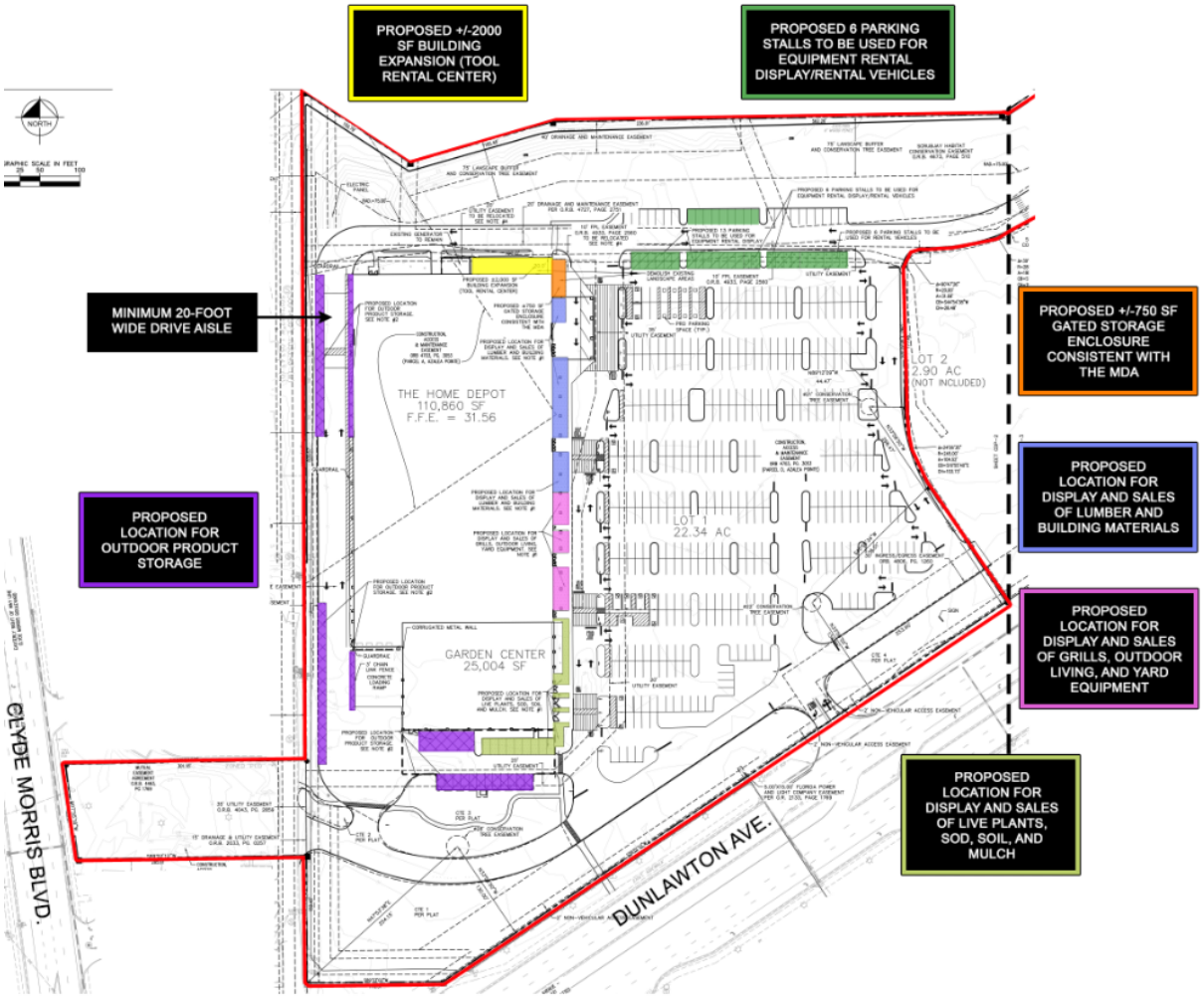


During a recent Commercial Property inspection conducted by Code Enforcement, Home Depot was notified that storage of merchandise and landscape material in the parking lot between the garden center and Dunlawton Avenue, and storage and display of lawn furniture, mowers, grills, plants, landscape material, trailers, lumber and seasonal items, etc. along the front of the store did not comply with the Home Depot MDA or the Land Development Code (LDC).

Over the past few years, the outdoor display and storage of merchandise in the front of the store, and storage along the side and rear of the store has expanded to areas not permitted in the MDA or the Home Depot Site plan. The current Home Depot MDA states that Home Depot is not permitted to have outdoor display and storage, except for seasonal sale items, which is solely identified as plant materials.

The Land Development Code (LDC) allows commercial uses to display landscape and garden supplies, lumber and building materials, outdoor recreational equipment, lawn equipment, and large equipment and motor vehicles in designated areas approved for such display on an approved site plan. In 2000, the Home Depot site plan was approved without any areas for outdoor display of merchandise and storage (Figure 2). As part of the site plan modification the applicant intends to submit this summer, the Staff Development Review Committee (SDRC) will review and verify compliance with the requirements in the MDA, LDC, Florida Building Code and National Fire Code.

Figure 2. Conceptual Development Plan Showing Proposed Outdoor Display/Storage Areas



PROPOSED AMENDMENT

If approved, the 4th Amendment to the Home Depot MDA and CDP will provide the framework to establish areas for outdoor storage/display of merchandise, areas for storage/display of rental of equipment and vehicles, building expansion area, and updates the code requirements for the City's electronic message sign at City Center entrance. The proposed changes to the MDA and CDP are as follows:

Outdoor Display of Merchandise

The current Home Depot MDA does not permit any outdoor display and storage, except for season sale items, which is identified solely as plant materials. Therefore, the landscape and garden supplies, outdoor recreational equipment, and lawn equipment, the display of merchandise under the lumber entrance/exit, main entrance/exit overhangs, storage of materials along the side between the garden center and Dunlawton Avenue, and stored in front of the garden center is currently not allowed by the current MDA.

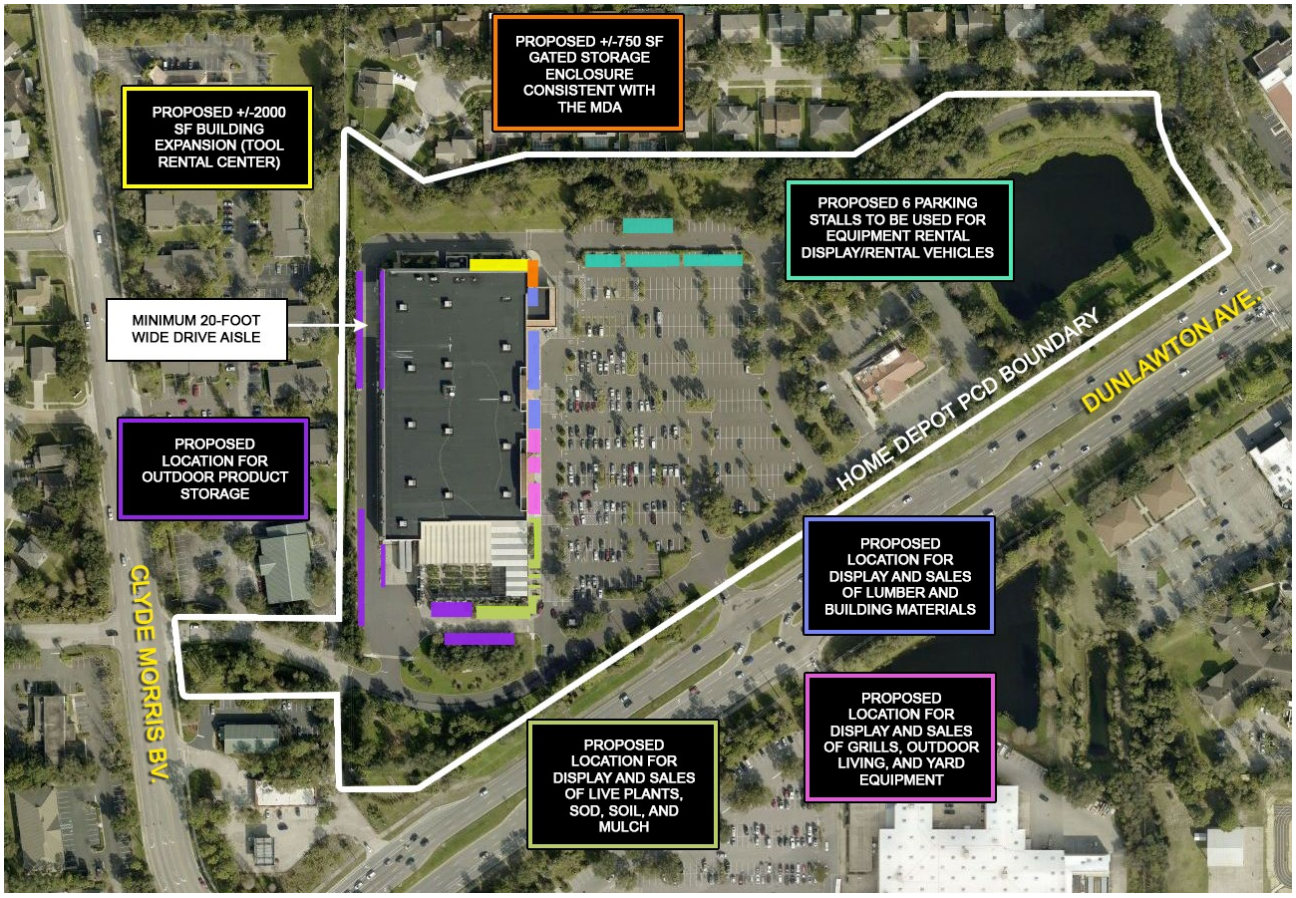
The Land Development Code (LDC) allows commercial uses to display landscape and garden supplies, lumber and building materials, outdoor recreational equipment, and lawn equipment in designated areas approved for such display on an approved site plan. However, the LDC does restrict the number of products that are customarily used outdoors such as pools, spas, lawn furniture, concrete fixtures and other similar items to only one product or model.

As part of the proposed amendment, the applicant is requesting to amend the MDA to comply with the requirements in the LDC to designated areas for outdoor storage and display of merchandise, and rental equipment and vehicles, and allow the display of the same product or model for merchandise such as lawn furniture, grills, propane tanks, etc. without a limit of one product or model. The following would be amended:

1. Allow outdoor display of landscape and garden supplies, lumber and building materials, outdoor recreational equipment, and lawn equipment as required in the LDC for commercial uses;
2. Allow display of merchandise such as lawn furniture, grills, propane tanks, trailers etc. and not limited to one of any one product or model. Allowing the display of multiple models of a product will make it easier for customers to view, purchase and load bulky merchandise items that may be difficult to move. This request is a deviation from the LDC requiring approval from the Planning Commission and City Council. An MDA amendment was recently approved for Lowe's in November 2019, addressing a similar request to display merchandise along the front of the store; and
3. Allow display of large equipment and vehicles that can be rented by customers in a limited area on the site. The proposed large equipment and vehicle rental area will occupy 25 parking spaces along the northern portion of the parking lot. According to the applicant, Home Depot is expanding their services to customers and contractors to include the rental of equipment (e.g. Tractor Loader Backhoe, Skid Steer, Mini Excavator, Aerial Equipment, Light Tower, Material Handling, Dump Trailer, Tree Care (Chipper Rental/Stump Grinder), Mini Skid Steer, Trencher, etc.) and vehicles (e.g. pickup trucks, flatbed trucks, box truck) so customers and contractors can purchase and rent materials and equipment necessary to complete home improvement jobs to larger commercial/residential jobs. According to Home Depot, the Port Orange store will be the first store in this area to provide this service. Home Depot has included equipment rental services at locations in Altamonte Springs and Port St. Lucie. Staff evaluated the required parking for the site and the equipment and vehicle rental display area will not make the site deficient in the number of parking spaces required by the LDC. The proposed location

and configuration of the equipment and vehicle rental area is parallel to the drive aisle abutting the Azalea Pointe subdivision and will be screened by the existing six-foot screen wall and landscaping along the rear property line, and the Dunlawton Avenue landscape buffer will screen this area from Dunlawton Avenue. To ensure that the equipment and vehicle rental area is screened from the adjacent properties and roadways, additional landscaping may be required. As part of the site plan modification, the Staff Development Review Committee (SDRC) will review and verify compliance with the requirements in the LDC, including screening of the rental area from the adjacent properties and roadways.

Figure 3. Aerial Showing Proposed Outdoor Display/Storage Areas



Building Expansion (Tool Rental Center)
The proposed amendment identifies the general location for the expansion of ±2,000 square feet to the existing retail store to create a tool rental center. The future expansion to the existing Home Depot will be located on the north side of the building. The addition of a tool rental center is for smaller tools for household or commercial use (e.g. handheld power tools, generators, drills and drivers, pressure washers, chainsaw, augers, lawn mowers, etc.). The proposed building expansion will be required to comply with all applicable MDA, LDC, Florida Building Code and National Fire Code requirements. The proposed addition will meet all dimensional and architectural requirements in the MDA and will not impact the current drive aisles and landscape buffers.

As part of the tool rental center expansion to the building, there will also be a +/-750 square foot outdoor storage area consisting of black steel fencing with opaque screening fabric and concrete masonry columns. The outdoor storage enclosure will match the existing garden

center and will be located along the front of the store near the lumber yard entry/exit. The applicant has proposed that the outdoor tool rental center expansion incorporate the same aesthetics as the existing garden center, creating a uniform look from the front and side of the store.

City Identification Sign Easement

The proposed amendment updates the MDA text regarding the existing electronic message sign to remove the limitation on the sign being a two-line electronic reader board and allow the sign to be redesigned in accordance with the LDC. The City plans to update the LDC to allow for LED signage for public properties enabling enhanced signage and communication to the general public. The amendment also provides for an expansion to the existing 50'x60' easement at the southeast corner of the Home Depot property to 60'x70' for easier maintenance by the City of the electronic message sign and landscaping. The proposed easement will give the City control to maintain and replant the landscaping at the corner of Dunlawton Avenue and City Center Parkway since this area is at the entrance to the City Center complex.

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 were found to be consistent with the City's Comprehensive Plan when it was approved in 2000. The proposed amendment does not change the FLU designation for the PCD property and is consistent with the general intent of the Comprehensive Plan.

PUBLIC NOTICE

A Public Notice sign was posted on the site on February 28, 2020. At the time this item was prepared, staff has received three (3) phone call requesting general information regarding the proposed amendment. Information on the proposed amendment was given to each caller, and there were no further requests for information.

SUMMARY OF POLICY CONSIDERATIONS

As part of its review of the amendment proposal, the Planning Commission and City Council will need to consider the following deviation from the LDC:

1. Allow display of products customarily used out of doors (e.g. lawn furniture, grills, propane tanks, etc.) to not be limited to one of any one product or model.

RECOMMENDATION

The Staff Development Review Committee (SDRC) has reviewed this proposal and recommends approval of the 4th Amendment to the Home Depot PCD Master Development Agreement and Conceptual Development Plan, subject to:

1. Approval of the one (1) Policy Consideration; and
2. Review by the City Attorney as to legal form and content.

ATTACHMENTS

Exhibit 1 – See Ordinance Exhibit (4th Amendment to the Home Depot MDA and CDP)

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/16/2020

Consent item: No

SUBJECT: (G26) First Reading - Ordinance No. 2020-17 - Administrative Rezoning/4035 Nova Rd., 5245, 5279 and 4050 Nova Rd. (Case No. 20-60000002)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-17, rezoning approximately 0.95 acres from Planned Commercial Development (PCD) to Community Commercial (CC), 2.36 acres from Commonwealth Plaza Planned Commercial Development (PCD) to Community Commercial (CC), and ±17.9 acres from Professional Office (PO) and High Density Residential (R-3H) to Government Public Use (GPU).

SUMMARY: Planning Commission Action (05/28/20): Recommended Approval

The proposed administrative rezoning is to establish conventional City zoning categories on two existing developed commercial properties located along Nova Road, and a City-owned property located at 4050 Nova Road. If the subject properties are rezoned to conventional City zoning categories, the City's Land Development Code (LDC) will provide the permitted uses and dimensional requirements for each property. For the two existing commercial properties, the proposed rezoning is anticipated to increase the redevelopment opportunity within these existing commercial developments. The rezoning of the city-owned parcel is a "clean-up" rezoning to apply the appropriate zoning on a parcel with existing stormwater ponds and tree preservation areas. The proposed administrative rezoning is similar to the administrative rezoning by City Council approved in February 2020.

Area 1 (4035 Nova Road): Rezoning from Planned Commercial Development (PCD) to Community Commercial (CC) to be consistent with the recently rezoned Riverwood Shopping Center. The property was intended to be included with the previous administrative rezoning, but the application signed by the property owner was not received by the deadline. The property is currently developed as a PNC Bank. There are no plans to redevelop the property at this time.

Area 2 (5245 and 5279 Nova Road): Rezoning from Commonwealth Plaza Planned Commercial Development (PCD) to Community Commercial (CC) is anticipated to assist the redevelopment of the subject property. The list of permitted uses in the CC zoning district is more current and flexible than the uses from the 1990's listed in the current Master Development Agreement (MDA). The CC zoning district permits typical community-scale commercial uses commonly found at shopping centers and outparcels of this type such as; retail stores, restaurants, personal services (hair salon, barber

shop, nail salon, retail dry cleaning, etc.), offices, breweries, health/exercise clubs, child care centers, convenience store/gas station, banks, and similar uses. It is also difficult to predict future redevelopment options for the subject property, and if the property remains PCD, it is possible that ongoing amendments to the MDA could be necessary and could delay redevelopment opportunities. Utilizing the list of permitted uses in the CC zoning district and the development requirements in the LDC is a more efficient process to redevelop on infill sites.

Area 3 (4050 Nova Road): Rezoning a City-owned property from Professional Office (PO) and Multi-family Residential (R-3H) to Government/Public Use (GPU) is to apply a zoning designation consistent with the underlying Future Land Use designation for the subject property. In 2000, the FLU designation for the subject property was changed to Public/Institutional but the zoning on the property was not changed. The portion of the parcel zoned Flood-plain Conservation (F-C) will maintain the existing F-C zoning.

As part of any future site development, site plans and/or building permits will be required to be submitted for staff review to verify all LDC and Florida Building Code requirements are met, such as landscape buffers, parking, building setbacks, tree preservation, and infrastructure, to ensure compatibility with adjoining properties, and that adequate public facilities and services are available.

The staff report is attached for more information.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ord. No. 2020-17 with exhibits	Ord 2020-17 Admin.pdf
2.	Staff Report Admin Rezoning	Staff Report Admin Rezoning.docx

Penelope Cruz	Created/Initiated - 5/28/2020
Tim Burman	Approved - 5/28/2020
Shannon Balmer	Approved - 6/3/2020
Jake Johansson	Approved - 6/4/2020
Robin Fenwick	Final Approval - 6/4/2020

ORDINANCE NO. 2020-17

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY ±0.95 ACRES FROM PLANNED COMMERCIAL DEVELOPMENT (PCD) TO COMMUNITY COMMERCIAL (CC) PROFESSIONAL OFFICE (PO); ±2.36 ACRES FROM COMMONWEALTH PLAZA PLANNED COMMERCIAL DEVELOPMENT (PCD) TO COMMUNITY COMMERCIAL (CC); AND ±17.9 ACRES FROM PROFESSIONAL OFFICE (PO) AND HIGH DENSITY RESIDENTIAL (R-3H) TO GOVERNMENT PUBLIC USE (GPU); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, a portion of the property to be rezoned from Planned Commercial Development (PCD) to Community Commercial (CC) consists of approximately ±0.95 acres and is located at 4035 Nova Road; and

WHEREAS, a portion of the property to be rezoned from Commonwealth Plaza Center Planned Commercial Development (PCD) to Community Commercial (CC) consists of approximately ±2.36 acres and is located at 5245 and 5279 Nova Road; and

WHEREAS, a portion of the property to be rezoned from Professional Office (PO) and High Density Residential (R-3H) to Government Public Use (GPU) consists of approximately ±17.9 acres and is located at 4050 Nova Road; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission recommended approval of the proposed rezoning;

WHEREAS, the City Council has approved by majority vote of the members present the rezoning of the described property; and

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

Section 1. The City Council of the City of Port Orange does hereby rezone approximately ±0.95 acres located at 4035 Nova Road from Planned Commercial Development (PCD) to Community Commercial (CC), more particularly described as Area 1 in **Exhibit "A",** attached hereto**.**

Section 2. The City Council of the City of Port Orange does hereby rezone approximately ±2.36 acres located at 5245 and 5279 Nova Road from Commonwealth Plaza Planned Commercial Development (PCD) to Community Commercial (CC), more particularly described as Area 2 in **Exhibit "A"**, attached hereto.

Section 3. The City Council of the City of Port Orange does hereby rezone approximately ±17.9 acres located at 4050 Nova Road from Professional Office (PO) and High Density Residential (R-3H) to Government Public Use (GPU), more particularly described as Area 3 in **Exhibit "A"**, attached hereto.

Section 4. The City Council of the City of Port Orange does hereby approve, authorize and direct the revision of the City's Official Zoning Atlas to show the classifications for the area as hereby rezoned as shown on **Exhibit "B"** attached hereto.

Section 5. This ordinance shall become effective immediately upon adoption.

_____
MAYOR DONALD O. BURNETTE

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the ___day of _____, 2020

Passed and adopted on second and final reading on the___day of _____, 2020

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

Exhibit A

Area 1: 4035 Nova Rd. (6316-00-00-0072)

16-16-33 IRREG PARCEL IN E 1/4 N OF STATE ROAD 5-A BEING E 289.61 FT ON S/L & 216.22 FT ON E/L EXC E 50 FT & EXC NEW R/W FOR NOVA RD IN S 25.90 FT MEAS ON E/L PER OR 2424 PG 1425

Area 2: 5245 and 5279 Nova Rd. (6315-00-00-0102, 6315-00-00-0101, and 6340-03-03-0450)

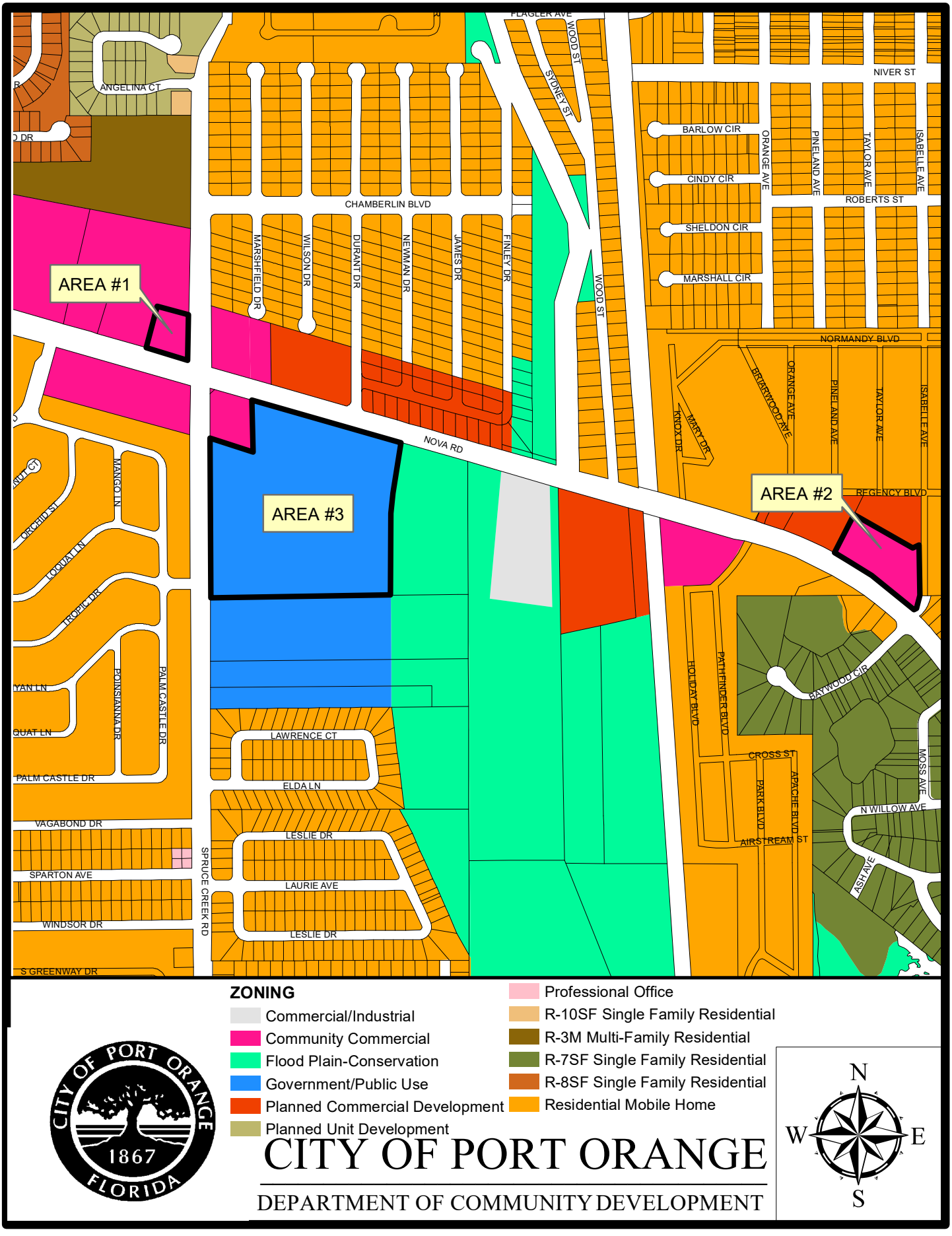
A PORTION OF LOT 45, BLOCK C, BAYWOOD REPLAT, AS RECORDED IN MAP BOOK 23, PAGES 44 AND 45, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE WESTERLY LINE OF ISABELLE AVENUE, A 60 FOOT RIGHT OF WAY AS SHOWN ON THE RECORDED PLAT OF UNIT 8 OF ALLANDALE GARDENS AS RECORDED IN MAP BOOK 11, PAGE 82, SAID PUBLIC RECORDS, WITH THE SOUTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 15, SAID INTERSECTION BEING 420 FEET WESTERLY, AS MEASURED ALONG SAID SOUTH LINE, OF THE SOUTHEAST CORNER OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 15; THENCE N00’00’00”E ALONG SAID WESTERLY LINE OF ISABELLE AVENUE, 226.75 FEET TO THE NORTHERLY LINE OF THAT PROPERTY DESCRIBED IN THE OFFICIAL RECORDS BOOK 4183, PAGE 1315, SAID PUBLIC RECORDS; THENCE ALONG SAID NORTHERLY LINE, S89’43’00”W, 37.20 FEET; THENCE ALONG SAID NORTHERLY LINE N57’44’50”W, 217.70 FEET; THENCE ALONG SAID NORTHERLY LINE, N64’28’18”W, 110.41 FEET TO THE EASTERLY LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 2862, PAGE 915, SAID PUBLIC RECORDS; THENCE ALONG SAID EASTERLY LINE. S27’49’47”W, 214.23 FEET TO THE NORTHERLY LINE OF NOVA ROAD, AS SHOWN ON FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT OF WAY MAP SECTION 79190-2514 OF STATE ROAD NO. 5A (NOVA ROAD), SAID NORTHERLY LINE OF NOVA ROAD BEING A CURVE TO THE RIGHT HAVING A RADIUS OF 1960.08 FEET, A CENTRAL ANGLE OF 13’56’26” AND A CHORD BEARING OF S53’52’02”E; THENCE SOUTHEASTERLY ALONG SAID NORTHERLY LINE OF NOVA ROAD AND THE ARC OF SAID CURVE, 476.90 FEET TO THE WESTERLY LINE OF ISABELLE AVENUE, A 60 FOOT RIGHT OF WAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2442, PAGE 1165, SAID PUBLIC RECORDS; THENCE ALONG SAID WESTERLY LINE OF ISABELLE AVENUE, N44’14’09”E, 12.21 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 99.55 FEET, A CENTRAL ANGLE OF 45’04’20” AND A CHORD BEARING OF N21’41’58”E; THENCE NORTHEASTERLY ALONG SAID WESTERLY LINE AND THE ARC OF SAID CURVE, 78.31 FEET TO THE POINT OF BEGINNING. CONTAINING 2.32 ACRES, MORE OR LESS.

Area 3: 4050 Nova Rd. (6315-00-00-0030)

15-16-33 W 1/2 OF NW 1/4 S OF ST RD 5A EXC W 220 FT MEAS ON N/L AND N 200 FT MEAS ON E/L PER OR 1838 PG 1932 EXCEPTING ALL LAND E OF THE 5 FT CONTOUR ABOVE MEAN SEA LEVEL

EXHIBIT B



ZONING

- Commercial/Industrial
- Community Commercial
- Flood Plain-Conservation
- Government/Public Use
- Planned Commercial Development
- Planned Unit Development
- Professional Office
- R-10SF Single Family Residential
- R-3M Multi-Family Residential
- R-7SF Single Family Residential
- R-8SF Single Family Residential
- Residential Mobile Home

CITY OF PORT ORANGE

DEPARTMENT OF COMMUNITY DEVELOPMENT

N W E S

STAFF REPORT
ADMINISTRATIVE REZONING
CASE NO. 20-60000002

REQUEST:	Rezone Area 1 - ±0.95 acres from Planned Commercial Development (PCD) to Community Commercial (CC), Area 2 - ±2.36 acres from Commonwealth Plaza Planned Commercial Development (PCD) to Community Commercial (CC), and Area 3 - ±17.9 acres from Professional Office (PO) and High Density Residential (R-3H) to Government Public Use (GPU)
LOCATION:	Area 1 – 4035 Nova Rd., Area 2 – 5245 and 5279 Nova Rd., and Area 3 - 4050 Nova Rd. (Figure 1 – Location Map)
OWNERS:	Area 1 - Harbor Federal Savings & Loan (4035 Nova Rd.), Area 2 - NNP LLC (5245 and 5279 Nova Rd.), and Area 3 - City of Port Orange (4050 Nova Rd.)
APPLICANT:	City of Port Orange
STAFF CONTACT:	Gwen Perney, Senior Planner (386) 506-5673
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval (May 28, 2020)
CITY COUNCIL:	June 16, 2020

PROPERTY OVERVIEW

The proposed administrative rezoning would rezone three properties located along Nova Road (see Figure 1 on Page 2). The two commercial properties (Areas 1 and 2) have longstanding commercial developments on them but the current zoning designations on these properties restrict several commercial uses typically found on other properties with City conventional commercial zoning. The third property (Area 3) is a city-owned parcel that contains two stormwater retention ponds for drainage of the adjacent roadways but the current zoning on the parcel is for multi-family and office uses.

If the subject commercial properties in areas 1 and 2 are rezoned from the Planned Commercial Development (PCD) zoning category to the Community Commercial (CC) conventional commercial zoning category, the City's Land Development Code (LDC) will provide permitted uses and dimensional requirements, and is anticipated to increase redevelopment opportunity on these existing commercial sites. As part of any future redevelopment (Areas 1 and 2), site plans and/or building permits will be required to verify all LDC and Florida Building Code requirements are met, such as landscape buffers, parking, building setbacks, tree preservation, and infrastructure, to ensure compatibility with adjoining properties, and that adequate public facilities and services are available.

The third property (Area 3) is a city-owned parcel that contains marsh land and two stormwater retention ponds for the adjacent roadways and serves as a discharge area to Rose Bay. The property has a perpetual drainage easement over the retention ponds required by the Florida Department of Transportation (FDOT) when the City acquired the property in 2005. The current zoning on the property includes Professional Office (PO) and High Density Residential (R-3H). The proposed rezoning to Government Public Use (GPU) is to be consistent with the current *Public/Institutional* Future Land Use category. The current easement restrictions on this property prevent any future development.

FIGURE 1. LOCATION MAP

DISCUSSION

The following outlines the request to rezone the three properties along Nova Road. If the administrative rezoning is approved, the two existing commercial properties will be subject to the list of permitted uses and the dimensional requirements for the proposed Community Commercial (CC) zoning designation as listed in the City's Land Development Code (LDC), and the City-owned property will be designated Government/Public Use (GPU).

The proposed rezoning was reviewed according to the criteria established in Chapter 3, Section 7 of the Land Development Code (LDC) in terms of consistency with the Comprehensive Plan and the surrounding land uses and zoning.

Area 1: Rezone ±0.95 acres from Planned Commercial Development (PCD) to Community Commercial (CC)

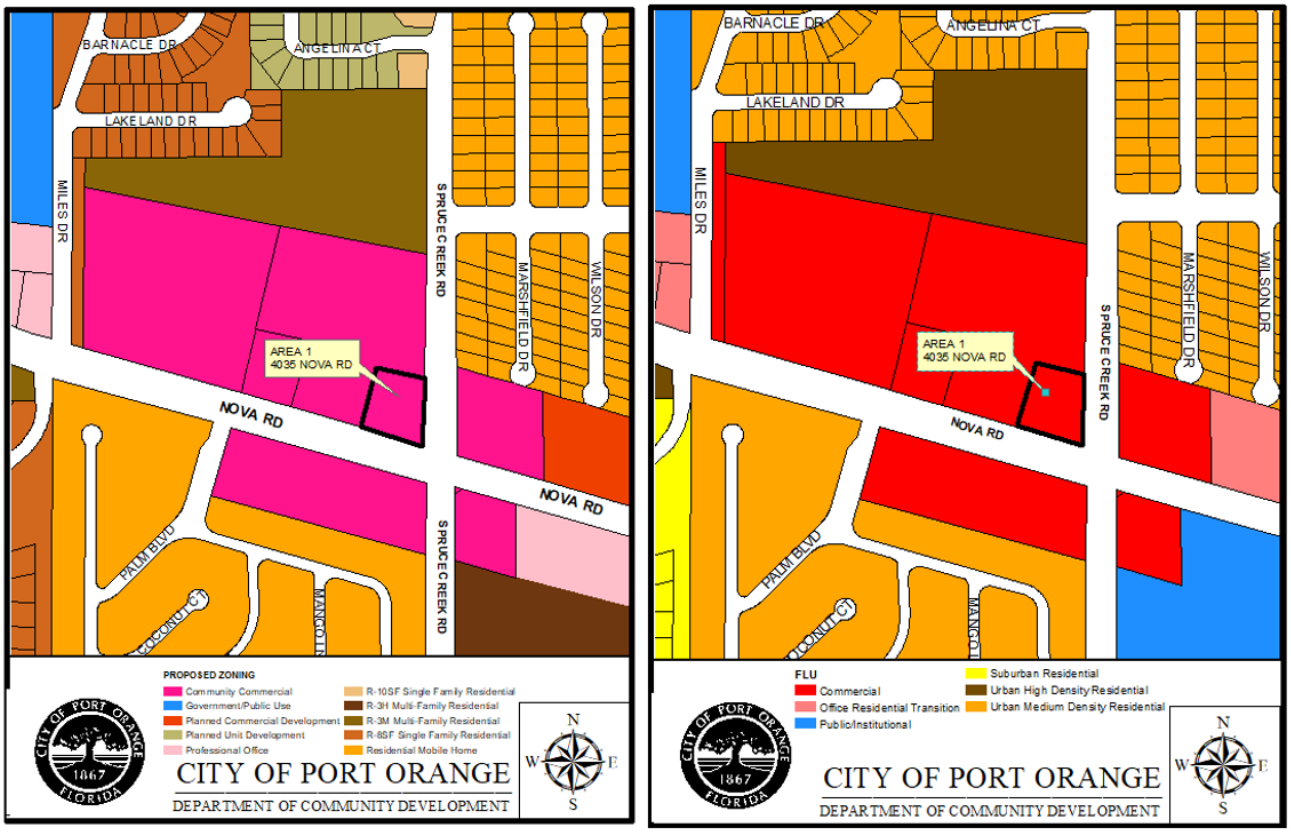
The subject property, which is currently a PNC Bank, was originally zoned C-1 (Shopping Center Commercial District). In 1990, the subject property, was rezoned to Planned Commercial Development (PCD) but it did not have an adopted Master Development Agreement (MDA) and Conceptual Development Plan (CDP) to provide specific development requirements. The current PCD zoning is a commercial designation; however, without an MDA the permitted uses are limited and there are no dimensional requirements for improvements to the property or redevelopment. The LDC permits a limited amount of commercial uses for a property zoned PCD without an MDA, but without dimensional requirements (building setbacks, maximum height, building coverage, open space coverage, etc.), expansion of the existing building or redevelopment of a new building cannot occur.

Rezoning the subject property from PCD with no MDA to Community Commercial (CC) is anticipated to assist in any potential redevelopment or future improvements to the subject property. The list of permitted uses in the CC zoning district is more current and flexible than the uses from the 1990's listed in the MDA. The CC zoning district permits typical community-scale commercial uses commonly found at shopping centers and outparcels of this type such as: retail stores, restaurants, personal services (hair salon, barber shop, nail salon, retail dry cleaning, etc.) offices, breweries, health/exercise clubs, childcare centers, convenience store/gas station, banks, and similar uses. The list of permitted uses in the CC zoning district and the development requirements in the LDC is a more efficient process to review building permits for the existing development or potential redevelopment of the site.

The PNC bank property is part of the Riverwood Shopping Center development that was rezoned to CC in May 2020 (Case No. 19-60000007). However, this property was not included with the previous rezoning application because the property owner was not able to submit a complete application by the public hearing deadline. Rezoning this property will be consistent with the rezoning of the rest of the shopping center.

The parcel has a FLU designation of *Commercial*. The proposed Community Commercial (CC) zoning designation is consistent with the *Commercial* FLU designation on the parcel as it provides opportunity for a variety of retail sales and services within a community-scale shopping center. This site is part of the Community Commercial node located at the intersection of Nova Road and Spruce Creek Road as designated in the City's Comprehensive Plan and is intended provide commercial uses to serve the general shopping needs of the residential areas within a ±2-mile radius.

FIGURE 2. PROPOSED ZONING MAP AND CURRENT FLU MAP OF AREA 1



Area 2: Rezone ±2.36 acres from Commonwealth Plaza Planned Commercial Development (PCD) to Community Commercial (CC)

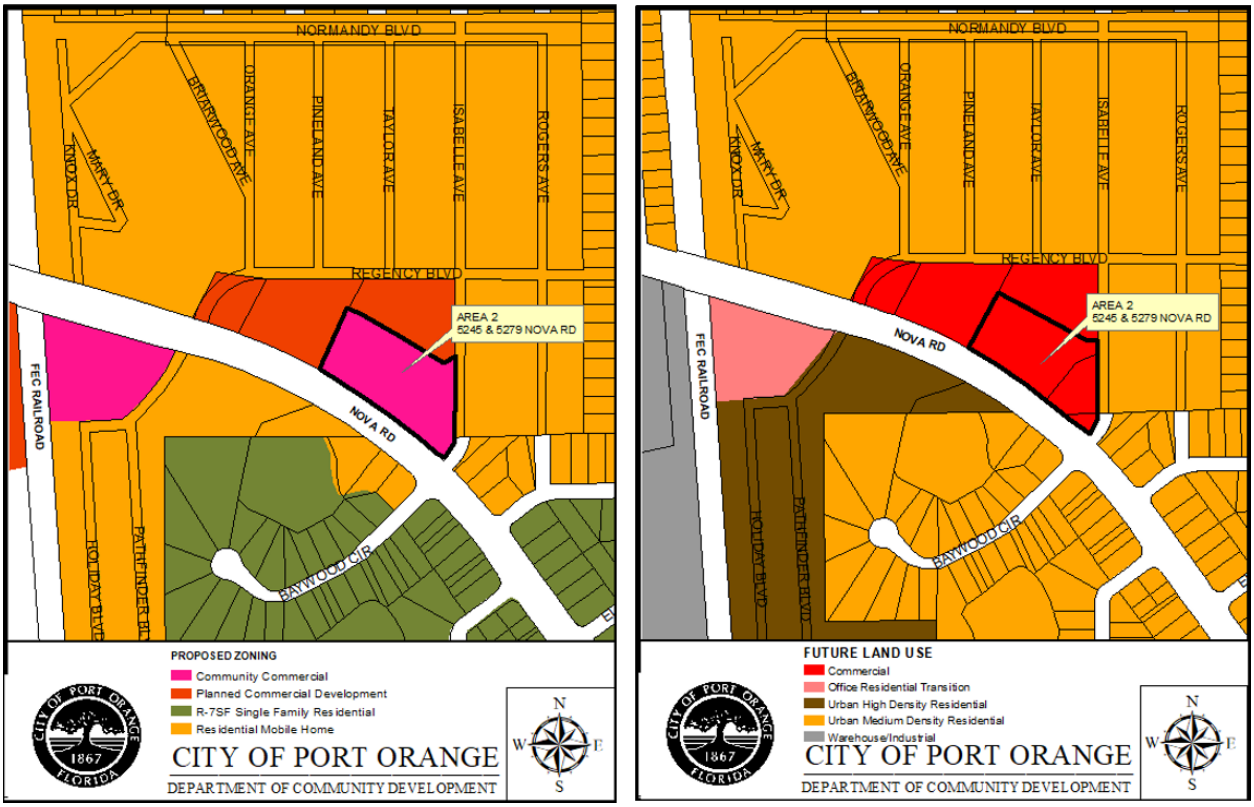
The subject property was originally developed as a commercial plaza in 1970 and zoned C-1 (Shopping Center Commercial District) at that time. In 1985, the subject property was rezoned to PCD without an MDA and in 2000, the Commonwealth Plaza Master Development Agreement (MDA) was adopted. The MDA allows the following permitted uses: Professional Offices, Retail Sales and Services, Financial Services, Restaurants, Business Services, Beauty/Barber Shop, Nail Salon, Tanning Salon, Laundry, Dry Cleaning (retail only), Garment Service, and Shoe Repair. Over the last few years, staff has received requests to establish businesses at the subject property that would typically be allowed in conventional commercial zoning categories; however, because the requested commercial uses are not listed as permitted uses by the current zoning, staff cannot approve these requests. Therefore, the current zoning designation on this property has prolonged vacancies in otherwise usable commercial tenant spaces.

The subject property has a FLU designation of *Commercial.* The proposed Community Commercial (CC) zoning designation is consistent with the *Commercial* FLU designation as it provides opportunity for a variety of retail sales and services within a community-scale shopping center. This site is part of the Neighborhood Commercial Node located around the intersection of Nova Road and Isabelle Avenue, as designated in the City's Comprehensive Plan, which is intended to provide areas to serve the general shopping needs of the residential areas within a ±1-mile radius.

Rezoning the subject property from PCD to Community Commercial (CC) is anticipated to assist the redevelopment of the subject property and expand the commercial uses that can occupy existing tenant spaces. The list of permitted uses in the CC zoning district is more current and flexible than the uses from the 1990's listed in the MDA.

The CC zoning district permits typical community-scale commercial uses commonly found at shopping centers and outparcels of this type such as: retail stores, restaurants, personal services (hair salon, barber shop, nail salon, retail dry cleaning, etc.) offices, breweries, health/exercise clubs, childcare centers, convenience store/gas station, banks, and similar uses. It is also difficult to predict future redevelopment options for the subject property and if the property remains PCD, it is possible that ongoing amendments to the MDA could be necessary and could delay redevelopment opportunities. The list of permitted uses in the CC zoning district and the development requirements in the LDC is a more efficient process to redevelop the site or fill existing tenant spaces in the current multi-tenant buildings on the site.

FIGURE 3. PROPOSED ZONING MAP AND CURRENT FLU MAP OF AREA 2



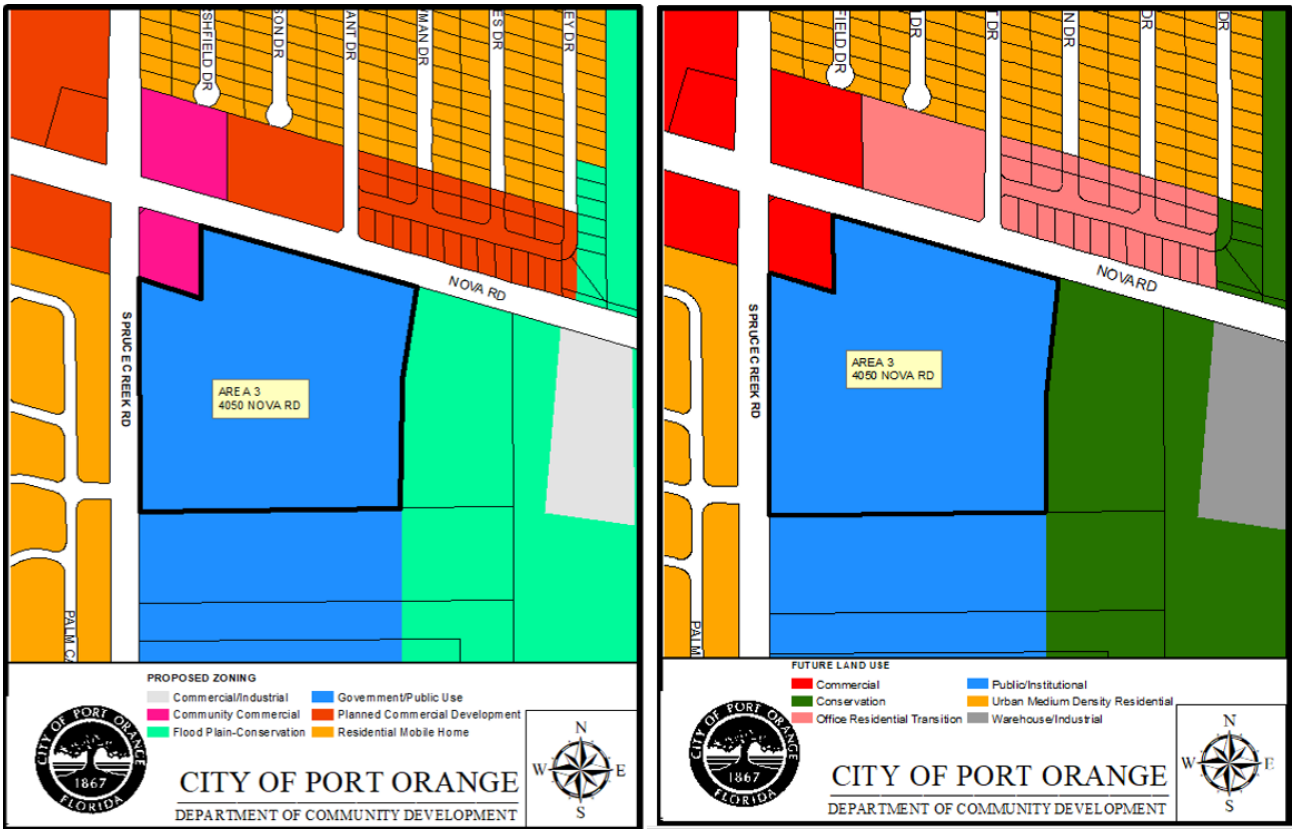
Area 3: Rezone ±17.9 acres from Professional Office (PO) and High Density Residential (R-3H) to Government Public Use (GPU)

The subject property is approximately ±23.35 acres with ±17.9 acres currently zoned Professional Office (PO) and High Density Residential (R-3H) and the remaining acreage zoned Flood-Plain Conservation (F-C). The proposed rezoning would change the designation of the PO and R-3H acreage to Government Public Use (GPU). The subject property is a City-owned property with a perpetual drainage easement over the existing retention ponds. The easement was required by FDOT when the City acquired the

property in 2005. The easement on the property combined with the remainder of the property being designated as a Conservation area prohibits any development from occurring on the subject property.

The subject property has a FLU designation of *Public/Institutional.* The FLU was changed from *Office/Residential Transition* and *Urban High Density Residential* to *Public/Institutional* when FDOT purchased the property in 2000, but the property was never rezoned to the appropriate corresponding zoning category of GPU. The proposed Government Public Use (GPU) zoning designation is consistent with the *Public/Institutional* FLU designation as it is property that provides a public use of a stormwater retention facility to serve the adjacent road network as well as open space for the marshland that drains into Rose Bay.

FIGURE 4. PROPOSED ZONING MAP AND CURRENT FLU MAP OF AREA 3



Consistency with Comprehensive Plan and Surrounding Uses and Zoning

The proposed rezonings are generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan and are compatible with adjacent properties. Compatibility is defined in the Comprehensive Plan as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is negatively impacted by the other. Areas 1 and 2 are properties with longstanding commercial uses. Any future development will be required to comply with all LDC requirements, including those pertaining to buffers and screening between non-residential and existing adjacent residential homes. Area 3 contains two

stormwater ponds and open space to serve the surrounding area and will remain as open space/conservation area.

As part of any future site redevelopment on Areas 1 and 2, site plans and/or building permits will be required to be submitted for staff review, to verify all LDC requirements are met, such as landscape buffers, parking, building setbacks, tree preservation, and infrastructure, to ensure compatibility with adjoining properties and that adequate public facilities and services are available.

TABLE 1. SURROUNDING LAND USES AND ZONING

AREA 1: 4035 NOVA ROAD

Direction	Existing Land Use	FLU Designation	Zoning District
North	Commercial	*Commercial*	Community Commercial (CC)
South	Commercial	*Commercial*	Community Commercial (CC)
East	Commercial	*Commercial*	Community Commercial (CC)
West	Commercial	*Commercial*	Community Commercial (CC)

AREA 2: 5245 AND 5275 NOVA ROAD

Direction	Existing Land Use	FLU Designation	Zoning District
North	Commercial	*Commercial*	Regency Planned Commercial Development (PCD)
South	Stormwater Retention and Single-Family Residential	*Urban High Density Residential (8-16 u/a) and Urban Medium Density Residential (4-8 u/a)*	Residential Mobile Home (RMH)
East	Residential Mobile Home	*Urban Medium Density Residential (4-8 u/a)*	Residential Mobile Home (RMH)
West	Commercial	*Commercial*	Kingdom Community Fellowship Planned Commercial Development (PCD)

AREA 3: 4050 NOVA ROAD

Direction	Existing Land Use	FLU Designation	Zoning District
North	Commercial	*Office/Residential Transition*	Clark's PCD #1 Planned Commercial Development (PCD)
South	FPL Substation	*Public/Institutional*	Government Public Use (GPU)
East	Vacant	*Conservation*	Flood-Plain Conservation (F-C)
West	Residential Mobile Home	*Urban Medium Density Residential (4-8 u/a)*	Residential Mobile Home (RMH)

SMART GROWTH SUMMARY

The proposed rezoning promotes utilization of existing commercial properties that have access to existing infrastructure such as water, sewer, and roads. The commercial rezoning also promotes redevelopment of infill properties and reduces sprawl. The rezoning to GPU helps preserve open space within the urbanized area.

PUBLIC NOTICE

On March 13, 2020, staff posted the property notifying the public of the proposed rezonings. As of the time this agenda item was prepared, there have been three phone calls or other inquiries on the proposed rezonings. After providing the information on the rezoning case, no further questions were asked.

STAFF RECOMMENDATION

Staff recommends **approval** of the request to rezone the following:

A. Rezone ±0.95 acres from Planned Commercial Development (PCD) to Community Commercial (CC)
B. Rezone ±2.36 acres from Commonwealth Plaza Planned Commercial Development (PCD) to Community Commercial (CC)
C. Rezone ±17.9 acres from Professional Office (PO) and High Density Residential (R-3H) TO Government Public Use (GPU)

ATTACHMENTS:

Exhibit 1 – List of Permitted Uses for the CC and GPU zoning districts

Community Commercial

Permitted uses.
(1) Adult/vocational education.
(2) Appliance/electronic repair shops.
(3) Banks.
(4) Business services.
(5) Clubs, lodges, and fraternal organizations.
(6) Convenience stores with or without fuel operations.
(7) Financial services.
(8) Fleet-based services.
(9) Funeral homes.
(10) Furniture and appliance stores.
(11) Health/exercise clubs.
(12) Medical offices/clinics.
(13) Motor vehicle service stations.
(14) Offices.
(15) Office supplies.
(16) Personal services.
(17) Restaurants.
(18) Retail home building materials.
(19) Retail nurseries and garden supplies.
(20) Retail sales and services.
(21) Veterinary clinics.

Permitted uses with special development requirements (chapter 18, section 4).
(1) Athletic/sports facilities (subsection 2).
(2) Brewery (subsection 3.7).
(3) Child care centers (subsection 4).
(4) Craft food and beverage producer (subsection 5.15).
(5) Community gardens (subsection 5.1).
(6) Microbrewery (subsection 9.57).
(7) Theaters (subsection 17).

Special exception uses (chapter 18, section 3).
(1) Bars, lounges, and night clubs (subsection 3).
(2) Fortune tellers, astrologers, and palm readers (subsection 6).
(3) Game/recreation facilities (subsection 7).
(4) Marina, recreational (subsection 9.6).
(5) Mini-warehouses (subsection 10).
(6) Motor vehicle and boat storage facilities (subsection 12).

Government Public Use

Permitted uses. All uses proposed by any governmental entity or agency thereof shall be permitted in this district. In addition, the following quasi-public uses shall be permitted in this district:

(1) Adult/vocational education.
(2) Cemeteries.
(3) Charitable organization offices.
(4) Hospitals.
(5) Houses of worship.
(6) Nursing homes.
(7) Private schools.
(8) Public utility stations/plants.

Permitted uses with special development requirements (chapter 18, section 4).
(1) Child care centers (subsection 4).
(2) Community gardens (subsection 5.1).

Special exception uses (chapter 18, section 3).
(1) Marina, recreational (subsection 9.6).

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/16/2020

Consent item: No

SUBJECT: (G27) Approval of Subdivision Replat/Altamira Shopping Village Partial Replat (Case No. 19-50000002)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve the Altamira Shopping Village Partial Replat, as recommended by the Planning Commission.

SUMMARY: Planning Commission recommendation (5/28/20): Approval

The subject property is located on the north and south side of Taylor Road with the majority of the property located north of Taylor Road and east of Dunlawton Avenue. If approved, the +/- 19 acre property will be subdivided into 5 lots and 3 tracts. The lot configuration consists of four lots (Lots 5-8) and Tract “A” and “C” on the north of Taylor Road and one lot (Lot 9) and Tract “B” on the south of Taylor Road (see page 1 and 2 of the staff report for the lot and tract layout).

The replat has been designed according to the layout of the 2012 approved Altamira Conceptual Development Plan (CDP) and the lot dimensional (lot area and width) and site (building setbacks, parking, open space, etc.) requirements of the existing Altamira Master Development Agreement (MDA).

The required subdivision infrastructure (water, sewer, drainage, access drives, driveways, and landscaping) to serve the commercial development was completed as part of the site plan for Altamira Shopping Village. Therefore, no subdivision infrastructure improvements are required with the replat. The proposed lots are accessed from driveways off Dunlawton Avenue, Taylor Road, and Yorktowne Boulevard. Cross-access easements are provided between the lots in order for vehicles and pedestrians to move between the lots.

The staff report is attached for additional information.

Project No.: Funding Account No.:

Presenter: Tim Burman

ATTACHMENTS:

1.	Staff Report	Final Staff Report Altamira Partial Replat 19-50000002.pdf
2.	Exhibit A -Altamira Shopping Village	Exhibit A -Altamira Shopping Village

	Partial Re-Plat	Partial Re-Plat.pdf
3.	Exhibit B -Altamira Shopping Village Conceptual Development Plan	Exhibit B -Altamira Shopping Village Conceptual Development Plan.pdf

Robin Fenwick	Created/Initiated - 6/1/2020
Tim Burman	Approved - 6/1/2020
Shannon Balmer	Approved - 6/3/2020
Jake Johansson	Approved - 6/4/2020
Robin Fenwick	Final Approval - 6/8/2020

STAFF REPORT

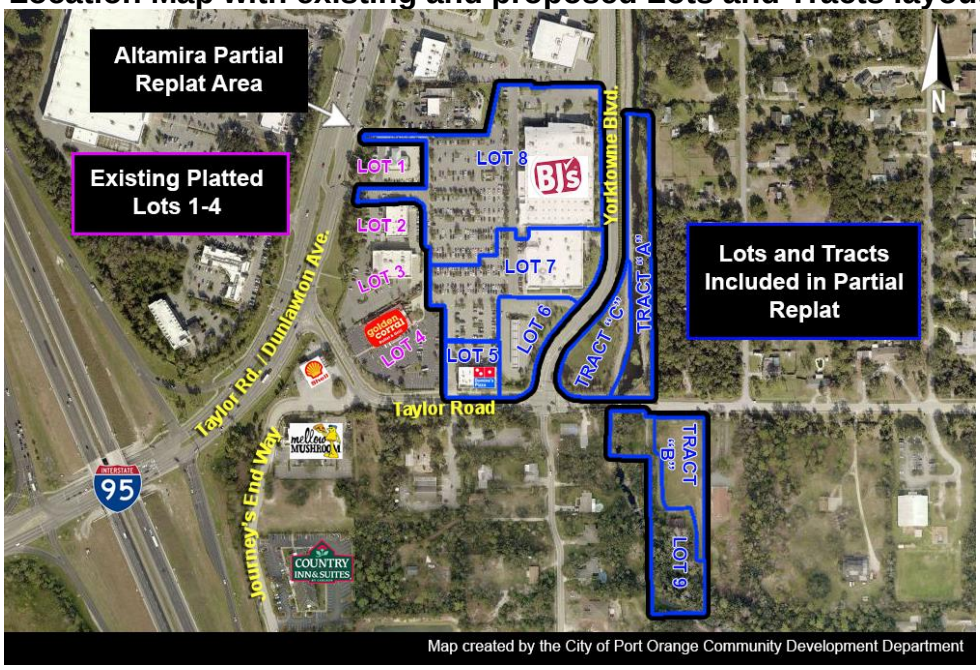
Altamira Shopping Village Partial Replat
Case No. 19-50000002

REQUEST:	Replat +/- 19 acres of the Altamira Shopping Village property into 5 lots and 3 tracts as shown on the approved Altamira PCD Conceptual Development Plan
APPLICANT:	Mark A. Watts, Esq., Cobb Cole
PROPERTY OWNERS:	Four Lanes, LLC; Kleban Properties, LLC
STAFF CONTACT:	Tim Burman, Community Development Director (386) 506-5675
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval May 28, 2020
CITY COUNCIL DATE:	June 16, 2020

SUMMARY OF PROPOSED AMENDMENT

The proposal is to replat +/-19 acres consisting of a portion of Lots 1 and 4 and all of Lot 5 of the Altamira Shopping Village Plat and Lots 1, 1A, 2, 3, 4, & 5 of the Craig Farms Plat into 5 lots and 3 tracts. The subject property is located on the north and south side of Taylor Road with most of the subject property located north of Taylor Road and east of Dunlawton Avenue.

Figure 1. Location Map with existing and proposed Lots and Tracts layout.



The replat (Exhibit “A”) has been designed according to the layout of the approved Altamira Planned Commercial Development (PCD) Conceptual Development Plan (CDP) (Exhibit “B”) and the lot dimensional (lot area and width) and site (building setbacks, parking, open space, etc.) requirements of the existing Altamira PCD Master Development Agreement (MDA). The lot configuration consists of four lots (Lots 5-8) and Tract “A” and “C” north of Taylor Road and one lot (Lot 9) and Tract "B” south of Taylor Road.

The required subdivision infrastructure (water, sewer, drainage, access drives, driveways, and landscaping) to serve the commercial development was completed as part of the site plan for Altamira Shopping Village. Therefore, no subdivision infrastructure improvements are required with the replat as all required improvements were built and accepted with the Altamira Shopping Village site plan in 2012/2013. The proposed lots are accessed from existing driveways off Dunlawton Avenue, Taylor Road, and Yorktowne Boulevard. Cross-access easements are provided between the lots in order for vehicles and pedestrians to move between the lots.

CONCURRENCY REVIEW
Public facilities and services are available and serve the buildings on the five proposed lots. Concurrency reviews for transportation, water, sewer, solid waste, and stormwater drainage were completed for the proposed five lots when the site plan for the Altamira Shopping Village was approved in 2012.

CONSISTENCY WITH COMPREHENSIVE PLAN
The subject property is designated *Commercial* on the City’s Future Land Use Map. The City has planned for and designated commercial nodes at intersections of major roads in the Future Land Use Element of the Comprehensive Plan. In this case, the subject property is part of a Sub-Regional Node located around the intersection of Dunlawton Avenue and Yorktowne Boulevard. Sub-Regional nodes are intended to support the City with general and specialized shopping needs of the general population for residents within a +/- 4-mile radius.

STAFF DEVELOPMENT REVIEW COMMITTEE (DRC)
The Staff Development Review Committee (DRC) has reviewed the replat and determined it meets the requirements of the Altamira PCD Master Development Agreement and the Land Development Code.

RECOMMENDATION
Staff recommends approval of the Altamira Shopping Village Partial Replat.

ATTACHMENTS
1. Exhibit “A” - Altamira Shopping Village Partial Replat
2. Exhibit “B” - Altamira PCD Conceptual Development Plan

EXHIBIT "A"

ALTAMIRA SHOPPING VILLAGE PARTIAL REPLAT

BEING A REPLAT OF A PORTION OF LOTS 1 AND 4 AND ALL OF LOT 5, ALTAMIRA SHOPPING VILLAGE, PER MAP BOOK 55, PAGES 136 THRU 140, TOGETHER WITH A REPLAT OF A PORTION OF LOTS 1, 1A, 2, 3, 4 AND 5, CRAIG FARMS PLAT NUMBER 2, TOGETHER WITH A PORTION OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST, TOGETHER WITH A PORTION OF SECTION 20, TOWNSHIP 16 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

DESCRIPTION:

PARCEL 1

A PORTION OF LOTS 1, 2, 3, 4, AND 5, CRAIG FARMS PLAT NUMBER TWO, AS DESCRIBED IN MAP BOOK 11, PAGE 90 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH A PORTION OF LOTS 1, AND 4 AND ALL OF LOT 5, ALTAMIRA SHOPPING VILLAGE, AS DESCRIBED IN MAP BOOK 55, PAGES 136–140 INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA AND A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, SAID ALTAMIRA SHOPPING VILLAGE, RUN THENCE ALONG THE NORTH LINE OF SAID LOT 1 AND LOT 5, N89°15'57"E, 435.16 FEET TO A POINT ON THE WESTERLY LINE OF SAID LOT 5; THENCE ALONG THE BOUNDARY OF SAID LOT 5, N11°30'10"E, 182.95 FEET TO THE NORTH LINE OF SAID LOT 5; THENCE ALONG SAID NORTH LINE, N89°14'46"E, 119.61 FEET TO THE NORTHEAST CORNER OF SAID LOT 5; THENCE ALONG THE EAST LINE OF SAID LOT 5, S01°41'57"E, 11.85 FEET TO THE NORTH LINE OF THE SOUTH 100 FEET OF LOT 5, SAID CRAIG FARMS PLAT NUMBER TWO; THENCE ALONG SAID NORTH LINE OF THE SOUTH 100 FEET, N89°14'19"E, 249.94 FEET TO THE WESTERLY RIGHT OF WAY LINE OF YORKTOWNE BOULEVARD AS DESCRIBED IN OFFICIAL RECORD BOOK 6900, PAGE 4566 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY RIGHT OF WAY LINE, S00°41'40"E, 580.25 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 255.00 FEET WITH A CENTRAL ANGLE OF 42°43'44"; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 190.17 FEET; THENCE CONTINUE ALONG SAID WESTERLY RIGHT OF WAY LINE, S42°02'05"W, 143.58 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 345.00 FEET WITH A CENTRAL ANGLE OF 34°56'22"; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE ARC OF SAID CURVE, 210.38 FEET TO THE BEGINNING OF A REVERSE CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 50.00 FEET WITH A CENTRAL ANGLE OF 82°43'19"; THENCE SOUTHWESTERLY ALONG SAID WESTERLY RIGHT OF WAY LINE AND THE ARC OF SAID REVERSE CURVE, 72.19 FEET TO THE SOUTH LINE OF SAID ALTAMIRA SHOPPING VILLAGE, SAID LINE ALSO BEING THE NORTH RIGHT OF WAY LINE OF TAYLOR ROAD, A VARIABLE WIDTH RIGHT OF WAY AS NOW ESTABLISHED; THENCE ALONG SAID SOUTH LINE OF ALTAMIRA SHOPPING VILLAGE AND THE NORTHERLY RIGHT OF WAY LINE OF TAYLOR ROAD, S89°48'59"W, 273.35 FEET TO A POINT LYING S89°48'59"W, 22.50 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 4, ALTAMIRA SHOPPING VILLAGE; THENCE DEPART SAID NORTHERLY RIGHT OF WAY LINE OF TAYLOR ROAD AND SAID SOUTH LINE OF ALTAMIRA SHOPPING VILLAGE, N00°06'40"W, PARALLEL WITH THE EASTERLY BOUNDARY OF SAID LOT 4, 321.65 FEET TO A POINT IN THE EAST BOUNDARY OF SAID LOT 4; THENCE CONTINUE ALONG THE BOUNDARY OF SAID LOT 4, S89°53'20"W, 52.24 FEET TO A POINT ON THE EAST BOUNDARY SAID LOT 4; THENCE CONTINUE ALONG THE BOUNDARY OF SAID LOT 4 AND THE EAST LINE OF LOT 3, SAID ALTAMIRA SHOPPING VILLAGE, N00°06'40"W, 200.12 FEET TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE ALONG THE NORTH LINE OF SAID LOT 3, S89°53'20"W, 15.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2, ALTAMIRA SHOPPING VILLAGE; THENCE ALONG THE EAST LINE OF SAID LOT 2, N00°06'40"W, 127.64 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 45.00 FEET, WITH A CENTRAL ANGLE OF 90°23'55"; THENCE NORTHWESTERLY ALONG THE EAST LINE OF SAID LOT 2 AND THE ARC OF SAID CURVE, 71.00 FEET TO THE NORTH LINE OF SAID LOT 2; THENCE ALONG SAID NORTH LINE, THE FOLLOWING 5 CALLS, S89°29'25"W, 44.74 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 20.00 FEET, WITH A CENTRAL ANGLE OF 17°20'46"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 6.05 FEET; THENCE S72°08'39"W, 18.98 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 30.00 FEET, WITH A CENTRAL ANGLE OF 17°44'41"; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, 9.29 FEET; THENCE S89°53'20"W, 121.60 FEET TO THE NORTHEAST CORNER OF SAID LOT 2 AND THE EAST RIGHT OF WAY LINE OF DUNLAWTON AVENUE AND THE WEST LINE OF SAID ALTAMIRA SHOPPING VILLAGE; THENCE ALONG SAID EAST RIGHT OF WAY LINE AND SAID WEST LINE OF ALTAMIRA SHOPPING VILLAGE, N00°53'58"E, 41.81 FEET TO THE SOUTHWEST CORNER OF SAID LOT 1, ALTAMIRA SHOPPING VILLAGE; THENCE DEPARTING SAID EAST RIGHT OF WAY LINE, RUN ALONG THE SOUTH LINE OF SAID LOT 1, ALTAMIRA SHOPPING VILLAGE, N89°15'57"E, 245.23 FEET TO A POINT LYING S89°15'57"W, 52.11 FEET FROM THE SOUTHEAST CORNER OF SAID LOT 1; THENCE DEPART SAID SOUTH LINE OF LOT 1, N00°06'40"W, 173.56 FEET, PARALLEL WITH THE EAST LINE OF SAID LOT 1, TO A POINT LYING 15.00 FEET SOUTH OF THE NORTH LINE OF SAID LOT 1, ALTAMIRA VILLAGE, SAID 15.00 FEET BEING MEASURED PERPENDICULAR TO THE NORTH LINE OF SAID LOT 1; THENCE ALONG A LINE 15.00 FEET SOUTH OF AND PARALLEL WITH, SAID NORTH LINE OF LOT 1, S89°15'57"W, 222.33 FEET TO THE WEST LINE OF SAID ALTAMIRA SHOPPING VILLAGE AND THE EAST RIGHT OF WAY LINE OF DUNLAWTON AVENUE; THENCE ALONG SAID EAST RIGHT OF WAY LINE, N16°06'45"E, 15.67 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH AN EASEMENT FOR INGRESS, EGRESS AND UTILITIES OVER AND UPON THAT PORTION OF LOT 1 OF SWEETWATER OAKS COMMERCIAL SUBDIVISION, AS RECORDED IN PLAT BOOK 50, PAGE 118 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESIGNATED ON SAID PLAT AS "CROSS–ACCESS INGRESS AND EGRESS EASEMENT AND UTILITY EASEMENT".

CONTAINING ±571,019 SQUARE FEET OR ±13.109 ACRES.

TOGETHER WITH:

PARCEL 2

A PORTION OF LOTS 1, 2, 3, AND 4, CRAIG FARMS PLAT NUMBER TWO, AS DESCRIBED IN MAP BOOK 11, PAGE 90 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 1, ALTAMIRA SHOPPING VILLAGE, AS DESCRIBED IN MAP BOOK 55, PAGES 136–140 INCLUSIVE, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; RUN THENCE ALONG THE NORTH LINES OF SAID LOT 1 AND LOT 5, SAID ALTAMIRA SHOPPING VILLAGE, N89°15'57"E, 435.16 FEET TO THE WESTERLY BOUNDARY OF SAID LOT 5; THENCE ALONG THE BOUNDARY OF SAID LOT 5, N11°30'10"E, 182.95 FEET TO THE NORTH LINE OF SAID LOT 5; THENCE ALONG SAID NORTH LINE, N89°14'46"E, 119.61 FEET TO THE NORTHEAST CORNER OF SAID LOT 5; THENCE ALONG THE EAST LINE OF SAID LOT 5, S01°41'57"E, 11.85 FEET TO THE NORTH LINE OF THE SOUTH 100 FEET OF LOT 5, SAID CRAIG FARMS PLAT NUMBER TWO; THENCE ALONG SAID NORTH LINE OF THE SOUTH 100 FEET, N89°14'19"E, 249.94 FEET TO THE WESTERLY BOUNDARY LINE OF YORKTOWNE BOULEVARD AS DESCRIBED IN OFFICIAL RECORD BOOK 6900, PAGE 4566 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY LINE, S00°41'40"E, 1000.00 FEET TO THE INTERSECTION OF SAID WESTERLY LINE WITH THE NORTH LINE OF SAID LOT 4, CRAIG FARMS PLAT NUMBER TWO, THENCE DEPART SAID WESTERLY LINE AND ALONG THE NORTH LINE OF SAID LOT 4, N89°14'19"E, 90.00 FEET TO THE EASTERLY LINE OF SAID YORKTOWNE BOULEVARD AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG THE NORTH LINE OF SAID LOT 4 AND ITS EASTERLY EXTENSION THEREOF, N89°14'19"E, 82.00 FEET TO THE WEST LINE OF THE EASTERLY 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST, SAID LINE ALSO BEING THE WESTERLY LINE OF SWEETWATER ESTATES AS RECORDED IN MAP BOOK 27, PAGE 213, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY LINE OF SWEETWATER ESTATES, S00°41'40"E, 993.73 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF TAYLOR ROAD; THENCE ALONG SAID NORTH RIGHT OF WAY LINE, S89°48'59"W, 282.48 FEET TO SAID EAST LINE OF YORKTOWNE BOULEVARD AND THE BEGINNING OF A CURVE, CONCAVE NORTHEAST, HAVING A RADIUS OF 50.00 FEET WITH A CENTRAL ANGLE OF 104°07'42"; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE, 90.87 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 255.00 FEET WITH A CENTRAL ANGLE OF 28°05'16"; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE AND SAID EAST LINE OF YORKTOWNE BOULEVARD, 125.01 FEET; THENCE CONTINUING ALONG SAID EASTERLY LINE, N42°02'05"E, 143.58 FEET TO THE BEGINNING OF A CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 345.00 FEET WITH A CENTRAL ANGLE OF 42°43'44"; THENCE ALONG THE ARC OF SAID CURVE AND SAID EASTERLY LINE, 257.29 FEET; THENCE CONTINUE ALONG SAID EASTERLY LINE, N00°41'40"W, 480.36 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

PARCEL 3

A PORTION OF THE NORTHWEST 1/4 OF SECTION 20, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND A PORTION OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 20; THENCE ALONG THE NORTH LINE OF SAID SECTION 20, N89°43'16"E, 1223.48 FEET TO THE POINT OF BEGINNING; THENCE DEPART SAID NORTH LINE, N05°18'40"E, 26.42 FEET TO THE SOUTH RIGHT OF WAY LINE OF TAYLOR ROAD, A VARIABLE WIDTH RIGHT OF WAY, AS DESCRIBED IN OFFICIAL RECORD BOOK 4484, PAGE 3527, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG SAID SOUTH RIGHT OF WAY LINE, S89°28'40"E, 108.76 FEET TO THE EAST LINE OF SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE ALONG SAID EAST LINE, N00°26'04"W, 10.23 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF SAID TAYLOR ROAD PER O.R. BOOK 434, PAGES 224–225, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE ALONG THE EASTERLY EXTENSION OF SAID SOUTHERLY RIGHT OF WAY LINE, S89°40'33"E, 165.01 FEET TO THE EAST LINE OF THE WEST 165 FEET OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 17; THENCE DEPART SAID SOUTH RIGHT OF WAY LINE OF TAYLOR ROAD AND ALONG SAID EAST LINE OF THE WEST 165 FEET AND ALONG THE EAST LINE OF THE WEST 165 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20, S00°26'04"E, 695.20 FEET TO THE SOUTH LINE OF THE NORTH 662 FEET OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE ALONG SAID SOUTH LINE, S89°45'40"W, 165.00 FEET TO THE EAST LINE OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE ALONG SAID EAST LINE, N00°26'04"W, 551.83 FEET TO THE SOUTH LINE OF THE NORTH 110 FEET OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SAID SECTION 20; THENCE ALONG SAID SOUTH LINE, S89°30'38"W, 122.50 FEET; THENCE N05°18'40"E, 110.97 FEET TO THE POINT OF BEGINNING.

CONTAINING ±130,541 SQUARE FEET OR ±2.997 ACRES.

GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) FOUND 4"X4" CONCRETE MONUMENT W/ DISK LB#7301.

   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4"X4" CONCRETE MONUMENT W/ DISK LB#3019.

2. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

4. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.

5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.

6. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON–RADIAL LINE RELATIVE TO CURVES.

7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 1, ALTAMIRA SHOPPING VILLAGE AS RECORDED IN MAP BOOK 55, PAGES 136–140, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING N89°15'57"E.

8. THIS PLAT IS SUBJECTED TO ALL EASEMENTS OF RECORD AND RESERVATIONS OF EASEMENTS, INCLUDING BUT NOT LIMITED TO DRAINAGE, MAINTENANCE, UTILITY AND ACCESS EASEMENTS DEDICATED OR GRANTED HEREON, WHICH SHALL BE LOCATED AS FOLLOWS, EXCEPT AS OTHERWISE NOTED ON THIS PLAT: FRONT LOT LINES (STREET FRONTAGE) 12.00 FEET WIDE.

9. UTILITIES INCLUDE BUT ARE NOT LIMITED TO SANITARY SEWER, POTABLE WATER, RECLAIMED WATER, STORM DRAINAGE, ELECTRIC, TELEPHONE, CABLE TELEVISION, SECURITY, TELECOMMUNICATIONS, FIBER OPTIC AND NATURAL GAS.

10. UTILITY EASEMENTS PROVIDED ON THIS PLAT INCLUDE EASEMENTS FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY.

11. THE OWNER(S) OF LOT 8, AND SUCCESSORS IN INTEREST, SHALL BE RESPONSIBLE FOR THE OPERATION AND MAINTENANCE OF THE DRAINAGE SYSTEM SERVING THE AREA WITHIN THE BOUNDARIES OF THIS PLAT, AS DEPICTED ON THE STORM WATER MANAGEMENT PLAN APPROVED FOR THIS DEVELOPMENT BY THE CITY OF PORT ORANGE, FLORIDA, EXCEPT DRAINAGE TRACT C, WHICH IS CURRENTLY, AND SHALL CONTINUE TO BE MAINTAINED BY VOLUSIA COUNTY, FLORIDA. IN THE EVENT THAT THE OWNER(S) OF LOT 8, AND SUCCESSORS IN INTEREST, FAILS TO PERFORM THE MAINTENANCE, REPAIR OR REPLACEMENT, AS NECESSARY, OF THE STORMWATER RETENTION AND DRAINAGE FACILITIES LOCATED WITHIN THE BOUNDARY OF THIS PLAT, THE CITY OF PORT ORANGE SHALL HAVE THE RIGHT TO ENTER UPON THE COMMON AREAS AND DESIGNATED EASEMENT AREAS OF THE PROPERTY AND PROVIDE MAINTENANCE, REPAIR OR REPLACEMENT OF THE STORMWATER DRAINAGE FACILITY AND SHALL HAVE THE RIGHT TO LIEN ALL OWNERS OF RECORD IN THE PROPERTY FOR THE COST OF SUCH MAINTENANCE, REPAIR AND REPLACEMENT AS THE CITY MAY DEEM NECESSARY. IN THE EVENT OF TERMINATION, DISSOLUTION, OR FINAL LIQUIDATION OF THE OWNER(S) OF LOT 8, AND SUCCESSORS IN INTEREST, THE RESPONSIBILITY FOR THE OPERATION AND MAINTENANCE OF THE SURFACE WATER OR STORM WATER MANAGEMENT SYSTEM WILL BE TRANSFERRED TO AND ACCEPTED BY AN ENTITY WHICH COMPLIES WITH SECTION 40C–42.027, F.A.C. AND BE APPROVED BY THE SAINT JOHNS RIVER WATER MANAGEMENT DISTRICT PRIOR TO SUCH TERMINATION, DISSOLUTION, OR LIQUIDATION.

12. TRACTS A & B RETENTION AREAS ARE GRANTED AS EASEMENTS TO THE CITY OF PORT ORANGE WITH RIGHTS OF ACCESS, INGRESS AND EGRESS, TOGETHER WITH THE RIGHT TO HARVEST EXCESS STORM WATER/GROUND WATER AS DEEMED APPROPRIATE AT THE DISCRETION OF THE CITY.

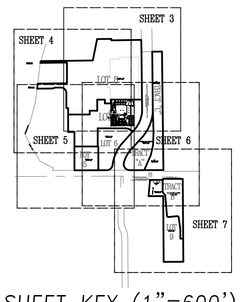
13. THE LANDS INCLUDED IN THIS REPLAT ARE SUBJECT TO ALL MATTERS CONTAINED ON THE FOLLOWING PLATS: ALTAMIRA SHOPPING VILLAGE, PER MAP BOOK 55, PAGES 136 THRU 140; CRAIG FARMS PLAT NUMBER TWO, PER MAP BOOK 11, PAGE 90; SWEETWATER OAKS COMMERCIAL SUBDIVISION, PER MAP BOOK 50, PAGE 118, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

14. THIS PLAT IS SUBJECT TO THE FOLLOWING:

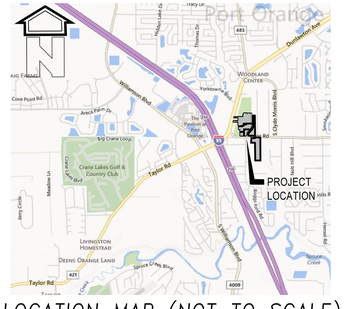
- DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (OUTPARCEL #4) RECORDED IN O.R. BOOK 6698, PAGE 3610 AS AMENDED IN O.R. BOOK 6984, PAGE 2372, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- PERMANENT ACCESS EASEMENT AND SITE MAINTENANCE AGREEMENT RECORDED IN O.R. BOOK 6947, PAGE 1574, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- DRAINAGE EASEMENT AGREEMENT RECORDED IN O.R. BOOK 6774, PAGE 1953 AND AMENDED AND RESTATED DRAINAGE EASEMENT AGREEMENT RECORDED IN O.R. BOOK 6815, PAGE 1821, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- EASEMENT TO FLORIDA POWER & LIGHT COMPANY RECORDED IN O.R. BOOK 6758, PAGE 1154, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.
- MASTER DEVELOPMENT AGREEMENT FOR ALTAMIRA SHOPPING VILLAGE PLANNED COMMERCIAL DEVELOPMENT RECORDED IN O.R. BOOK 6668, PAGE 3900, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

PLAT AREA CHART

	SQ. FT.	ACRES
LOTS 5=	39,882	0.92
LOTS 6=	64,007	1.47
LOTS 7=	148,678	3.41
LOTS 8=	318,453	7.31
LOTS 9=	77,285	1.77
TRACT A=	54,236	1.25
TRACT B=	53,256	1.22
TRACT C=	88,400	2.03
BOUNDARY=	844,197	19.38
PLAT DEDICATED EASEMENTS=	150,961	3.46



SHEET KEY (1"=600')


Port Orange
PROJECT LOCATION
Taylor Rd
Clyde Morris Blvd
Dunlawton Ave
Yorktown Blvd
Williamson Blvd
Cleveland
Daytona Beach
Deltona
Orlando
Ormond Beach
Flagler Beach
Palm Coast
Edgewater
New Smyrna Beach
Oak Hill
Volusia County
Flagler County
Seminole County
Brevard County
Orange County
Osceola County
Lake County
Indian River County
Crane Lakes Golf & Country Club
Cove Point Rd
Area Palm Dr
Spruce Creek Blvd
Deens Orange Land
Livingston Homestead
Middle Ln
Jerry Cook
Spruce Creek
Creek
Hills B
Hwy 1A
Palmetto Ave
Thomas Dr
Woodland Center
Nova Rd
Nova Hill Blvd
Old Nova Rd
Tomoka
Tomoka R
Halifax R
Intracoastal Waterway
Atlantic Ocean
Halifax Harbor
Ponce Inlet
Port Orange
South Daytona
Daytona Beach Shores
Holly Hill
Ormond-by-the-Sea
Ormond Beach
Daytona International Speedway
Daytona Beach International Airport
Embry-Riddle Aeronautical University
Tanger Outlets Daytona Beach
The Ocean Pavilion Veterans Memorial Garden
Ivy Crane Loop
Country Club Blvd
Taylor Rd
Deens Orange Land
Spruce Creek Blvd
Middle Ln
Jerry Cook

ALTAMIRA SHOPPING VILLAGE PARTIAL REPLAT

PLAT BOOK _____ PAGE _____

BEING A REPLAT OF A PORTION OF LOTS 1 AND 4 AND ALL OF LOT 5, ALTAMIRA SHOPPING VILLAGE, PER MAP BOOK 55, PAGES 136 THRU 140, TOGETHER WITH A REPLAT OF A PORTION OF LOTS 1, 1A, 2, 3, 4 AND 5, CRAIG FARMS PLAT NUMBER 2, TOGETHER WITH A PORTION OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST, TOGETHER WITH A PORTION OF SECTION 20, TOWNSHIP 16 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

JOINDER AND CONSENT:

JP MORGAN CHASE BANK, HEREBY CERTIFIES THAT IT IS THE HOLDER OF MORTGAGES UPON THE PROPERTY SHOWN AND DESCRIBED ON THE ATTACHED PLAT ENTITLED, ALTAMIRA SHOPPING VILLAGE PARTIAL REPLAT, LOCATED IN PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AND HEREBY JOINS IN AND CONSENTS TO THE DEDICATION SHOWN ON THE PLAT OF LANDS DESCRIBED HEREIN AND AGREES THAT ITS MORTGAGES AS RECORDED IN OFFICIAL RECORD BOOK _____, PAGE(S) _____, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS SUBSEQUENTLY MODIFIED AND EXTENDED, SHALL BE SUBORDINATED TO SAID DEDICATION.

IN WITNESS WHEREOF, **JP MORGAN CHASE BANK**, HAS CAUSED THESE PRESENTS TO BE EXECUTED IN ITS CORPORATE NAME AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS DULY AUTHORIZED OFFICERS THIS _____ DAY OF _____, 20___.

STATE OF FLORIDA
COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF_____, 20___, BY _____, AS _____ OF **JP MORGAN CHASE BANK**, ON BEHALF OF THE CORPORATION. ____ BEING PERSONALLY KNOWN TO ME OR HAVING PRODUCED _____ AS IDENTIFICATION AND HAS ___ HAS NOT___ TAKEN AN OATH.

SIGNED AND SEALED IN THE PRESENCE OF:

BY:_____. ATTEST: _____.

(PRINTED NAME) _____. (PRINTED NAME) _____.

TITLE:_____. TITLE:_____.

WITNESS _____. (PRINTED NAME) _____.

WITNESS _____. (PRINTED NAME) _____.

BANCFIRST

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

_____ SEAL
NOTARY PUBLIC
STATE OF _____ AT LARGE
MY COMMISSION EXPIRES: _____, 20___.
TITLE/RANK: _____
COMMISSION NUMBER: _____

JOINDER AND CONSENT:

EAST COAST COMMUNITY BANK, HEREBY CERTIFIES THAT IT IS THE HOLDER OF MORTGAGES UPON THE PROPERTY SHOWN AND DESCRIBED ON THE ATTACHED PLAT ENTITLED, ALTAMIRA SHOPPING VILLAGE PARTIAL REPLAT, LOCATED IN PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AND HEREBY JOINS IN AND CONSENTS TO THE DEDICATION SHOWN ON THE PLAT OF LANDS DESCRIBED HEREIN AND AGREES THAT ITS MORTGAGES AS RECORDED IN OFFICIAL RECORD BOOK _____, PAGE(S) _____, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS SUBSEQUENTLY MODIFIED AND EXTENDED, SHALL BE SUBORDINATED TO SAID DEDICATION.

IN WITNESS WHEREOF, **EAST COAST COMMUNITY BANK**, HAS CAUSED THESE PRESENTS TO BE EXECUTED IN ITS CORPORATE NAME AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS DULY AUTHORIZED OFFICERS THIS _____ DAY OF _____, 20___.

STATE OF FLORIDA
COUNTY OF VOLUSIA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF_____, 20___, BY _____, AS _____ OF **EAST COAST COMMUNITY BANK**, ON BEHALF OF THE CORPORATION. ____ BEING PERSONALLY KNOWN TO ME OR HAVING PRODUCED _____ AS IDENTIFICATION AND HAS ____ HAS NOT___ TAKEN AN OATH.

SIGNED AND SEALED IN THE PRESENCE OF:

BY:_____. ATTEST: _____.

(PRINTED NAME) _____. (PRINTED NAME) _____.

TITLE:_____. TITLE:_____.

WITNESS _____. (PRINTED NAME) _____.

WITNESS _____. (PRINTED NAME) _____.

BANCFIRST

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

_____ SEAL
NOTARY PUBLIC
STATE OF _____ AT LARGE
MY COMMISSION EXPIRES: _____, 20___.
TITLE/RANK: _____
COMMISSION NUMBER: _____

PREPARED BY:
SLIGER & ASSOCIATES, INC.
PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION #3019
3921 NOVA ROAD
PORT ORANGE, FL. 32127
(386) 761-5385
www.sligerassociates.com

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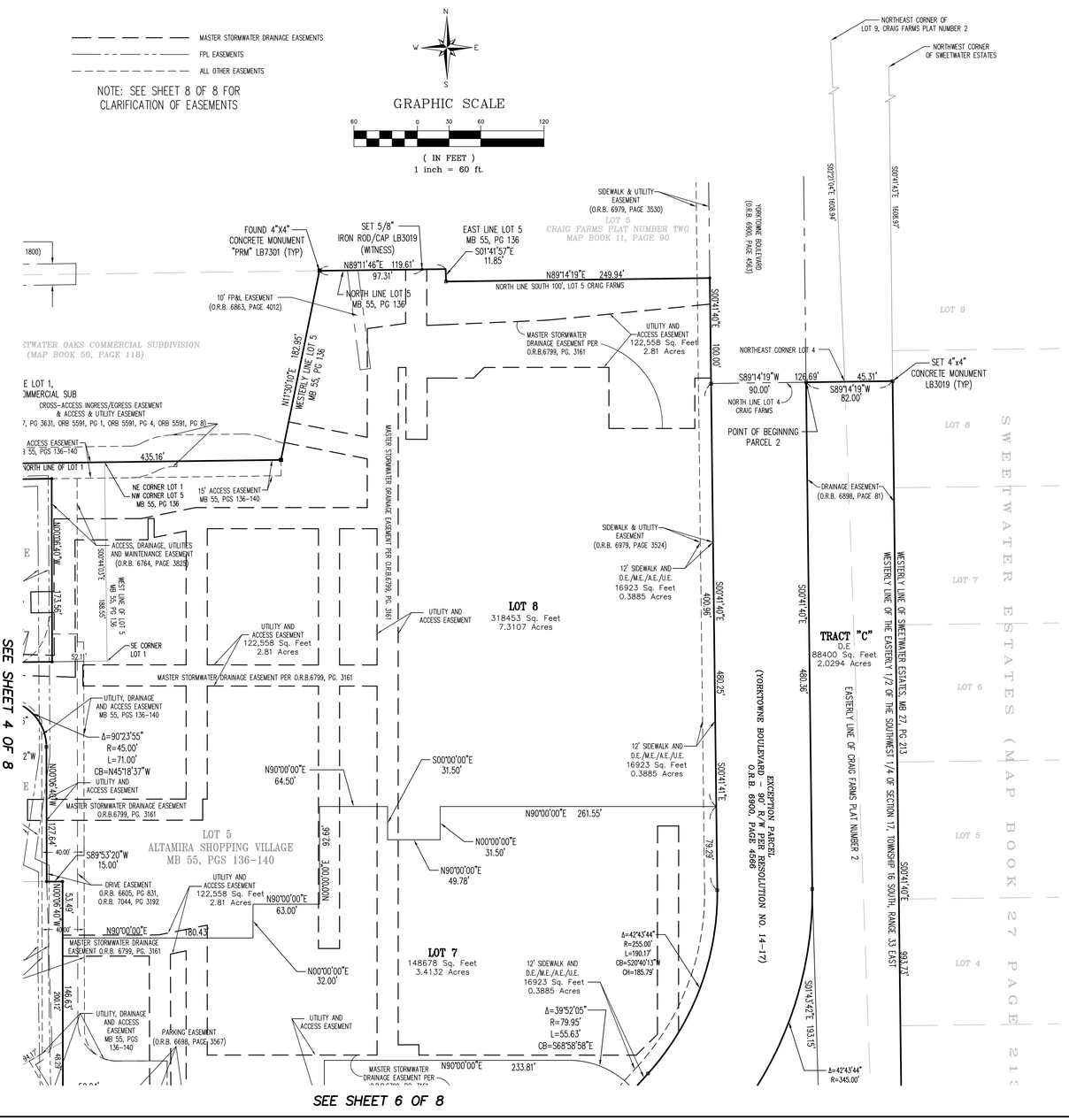
Joseph E Zapert
Digitally signed by Joseph E Zapert
Date: 2020.04.06 11:26:50 -04'00'

ALTAMIRA SHOPPING VILLAGE PARTIAL REPLAT

BEING A REPLAT OF A PORTION OF LOTS 1 AND 4 AND ALL OF LOT 5, ALTAMIRA SHOPPING VILLAGE, PER MAP BOOK 55, PAGES 136 THRU 140, TOGETHER WITH A REPLAT OF A PORTION OF LOTS 1, 1A, 2, 3, 4 AND 5, CRAIG FARMS PLAT NUMBER 2, TOGETHER WITH A PORTION OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST, TOGETHER WITH A PORTION OF SECTION 20, TOWNSHIP 16 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____


MASTER STORMWATER DRAINAGE EASEMENTS
FPL EASEMENTS
ALL OTHER EASEMENTS
NOTE: SEE SHEET 8 OF 8 FOR CLARIFICATION OF EASEMENTS
N
W
E
S
GRAPHIC SCALE
60 0 30 60 120
(IN FEET)
1 inch = 60 ft.
SEE SHEET 4 OF 8
SEE SHEET 6 OF 8
LOT 5
ALTAMIRA SHOPPING VILLAGE
MB 55, PGS 136-140
LOT 8
318453 Sq. Feet
7.3107 Acres
LOT 7
148678 Sq. Feet
3.4132 Acres
TRACT "C"
D.E
88400 Sq. Feet
2.0294 Acres
UTILITY AND ACCESS EASEMENT
122,558 Sq. Feet
2.81 Acres
16923 Sq. Feet
0.3885 Acres
LOT 9
LOT 8
LOT 7
LOT 6
LOT 5
LOT 4
SWEETWATER ESTATES (MAP BOOK 27 PAGE 21
FOUND 4"X4" CONCRETE MONUMENT "PRM" LB7301 (TYP)
SET 5/8" IRON ROD/CAP LB3019 (WITNESS)
EAST LINE LOT 5 MB 55, PG 136
NORTH LINE LOT 5 MB 55, PG 136
NORTH LINE SOUTH 100', LOT 5 CRAIG FARMS
SIDEWALK & UTILITY EASEMENT (O.R.B. 6979, PAGE 3530)
LOT 5 CRAIG FARMS PLAT NUMBER TWO MAP BOOK 11, PAGE 90
YORKTOWNE BOULEVARD (O.R.B. 6900, PAGE 4560)
EXCEPTION PARCEL - 90' R/W PER RESOLUTION NO. 14-17) O.R.B. 6900, PAGE 4566
NORTHEAST CORNER OF LOT 9, CRAIG FARMS PLAT NUMBER 2
NORTHWEST CORNER OF SWEETWATER ESTATES
NORTHEAST CORNER LOT 4
SET 4"x4" CONCRETE MONUMENT LB3019 (TYP)
POINT OF BEGINNING PARCEL 2
NORTH LINE LOT 4 CRAIG FARMS
DRAINAGE EASEMENT (O.R.B. 6898, PAGE 81)
WESTERLY LINE OF SWEETWATER ESTATES, MB 27, PG 213
WESTERLY LINE OF THE EASTERLY 1/2 OF THE SOUTHWEST 1/4 OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST
EASTERLY LINE OF CRAIG FARMS PLAT NUMBER 2
MASTER STORMWATER DRAINAGE EASEMENT PER O.R.B.6799, PG. 3161
MASTER STORMWATER DRAINAGE EASEMENT PER O.R.B.6799, PG. 3161
MASTER STORMWATER DRAINAGE EASEMENT O.R.B.6799, PG. 3161
MASTER STORMWATER DRAINAGE EASEMENT MB 55, PGS 136-140
MASTER STORMWATER DRAINAGE EASEMENT O.R.B. 6799, PG. 3161
MASTER STORMWATER DRAINAGE EASEMENT PER O.R.B.6799, PG. 3161
SIDEWALK & UTILITY EASEMENT (O.R.B. 6979, PAGE 3524)
12' SIDEWALK AND D.E./M.E./A.E./U.E.
12' SIDEWALK AND D.E./M.E./A.E./U.E.
12' SIDEWALK AND D.E./M.E./A.E./U.E.
UTILITY AND ACCESS EASEMENT
UTILITY AND ACCESS EASEMENT
UTILITY AND ACCESS EASEMENT
UTILITY AND ACCESS EASEMENT
UTILITY AND ACCESS EASEMENT
UTILITY, DRAINAGE AND ACCESS EASEMENT MB 55, PGS 136-140
UTILITY, DRAINAGE AND ACCESS EASEMENT MB 55, PGS 136-140
ACCESS, DRAINAGE, UTILITIES AND MAINTENANCE EASEMENT (O.R.B. 6764, PAGE 3825)
DRIVE EASEMENT O.R.B. 6605, PG 831, O.R.B. 7044, PG 3192
10' FP&L EASEMENT (O.R.B. 6863, PAGE 4012)
15' ACCESS EASEMENT MB 55, PGS 136-140
PARKING EASEMENT (O.R.B. 6698, PAGE 3567)
CROSS-ACCESS INGRESS/EGRESS EASEMENT & ACCESS & UTILITY EASEMENT 7, PG 3631, ORB 5591, PG 1, ORB 5591, PG 4, ORB 5591, PG 8)
ACCESS EASEMENT 55, PGS 136-140
NE CORNER LOT 1 NW CORNER LOT 5 MB 55, PG 136
SE CORNER LOT 1
NORTH LINE OF LOT 1
WEST LINE MB 55, PG 136 LOT 5
EAST LINE LOT 1
WESTERLY LINE LOT 5 MB 55, PG 136
STWATER OAKS COMMERCIAL SUBDIVISION (MAP BOOK 50, PAGE 118)
E LOT 1, MMERCIAL SUB
1800)
N11°30'10"E 182.95'
435.16'
S89°53'20"W 15.00'
N90°00'00"E 63.00'
N00°00'00"E 32.00'
N90°00'00"E 180.43'
N90°00'00"E 233.81'
N00°00'00"W 53.49'
N00°00'00"W 127.64'
N00°00'00"W 123.56'
N00°00'00"W 146.63'
N00°00'00"W 200.17'
S00°00'00"E 31.50'
N90°00'00"E 64.50'
N90°00'00"E 261.55'
N00°00'00"E 31.50'
N90°00'00"E 49.78'
S00°00'00"E 100.00'
S00°14'40"E 100.00'
S00°14'40"E 480.96'
S00°14'40"E 480.36'
S00°14'40"E 79.29'
S00°14'40"E 193.15'
S00°14'40"E 983.73'
S00°14'40"E 198.94'
S00°14'40"E 198.97'
S89°14'19"W 90.00'
S89°14'19"W 82.00'
126.69'
45.31'
N89°11'46"E 119.61'
97.31'
S01°41'57"E 11.85'
N89°14'19"E 249.94'
Δ=90°23'55" R=45.00' L=71.00' CB=N45°18'37"W
Δ=42°43'44" R=255.00' L=190.17' CB=S20°40'13"W CH=185.79'
Δ=39°52'05" R=79.95' L=55.63' CB=S68°58'58"E
Δ=42°43'44" R=345.00'
N89°14'19"E 1319.37'
N89°15'57"E 1319.37'
N89°15'57"E 1319.37'
N89°15'57

ALTAMIRA SHOPPING VILLAGE PARTIAL REPLAT

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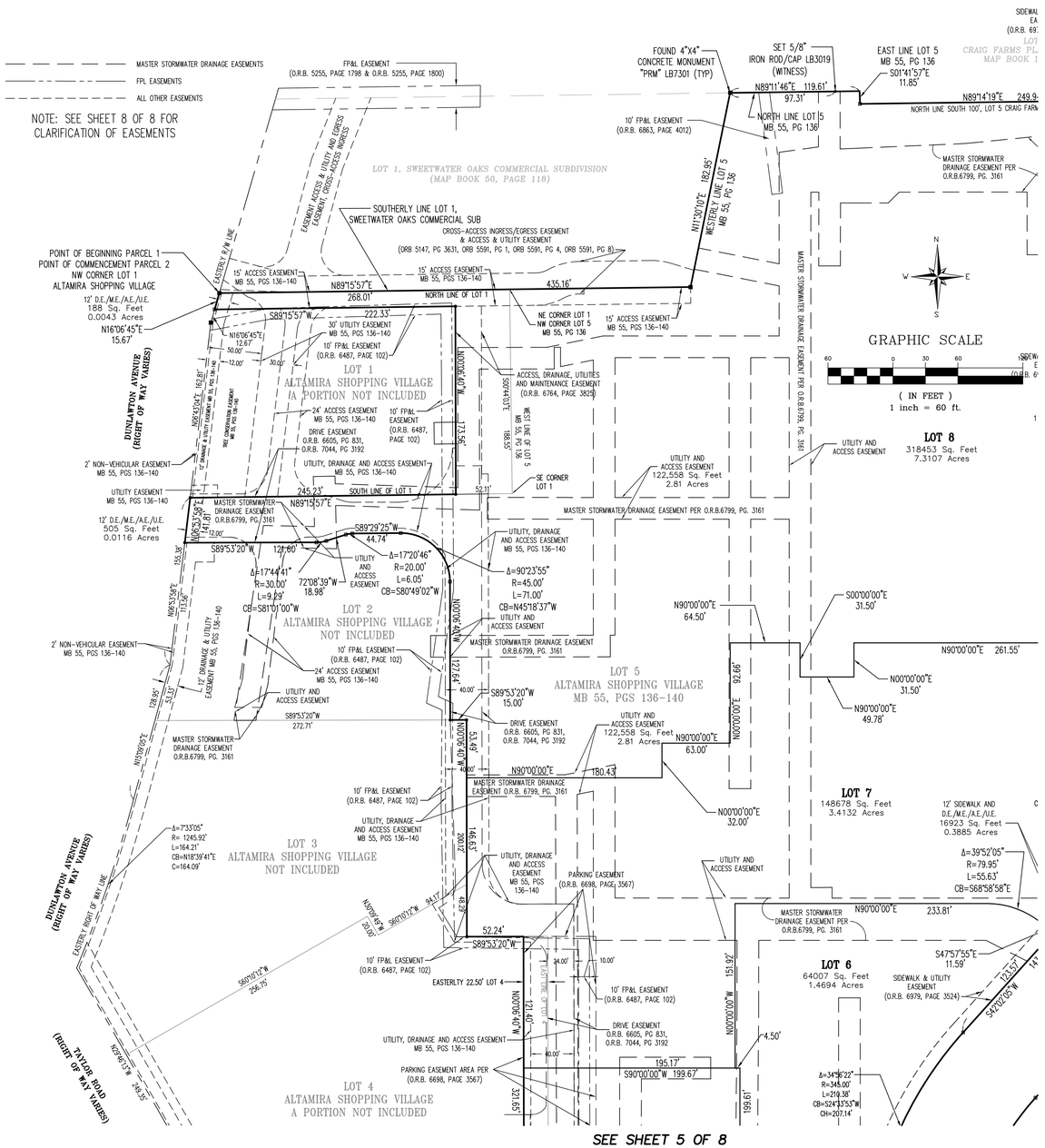
PLAT BOOK _____ PAGE _____



GENERAL NOTES:

1. ■ DENOTES PERMANENT REFERENCE MONUMENT (PRM) FOUND 4"X4" CONCRETE MONUMENT W/ DISK LB#7301.

   □ DENOTES PERMANENT REFERENCE MONUMENT (PRM) SET 4"X4" CONCRETE MONUMENT W/ DISK LB#3019.

2. NOTICE: THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN UTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

4. ALL MEASUREMENTS REFER TO HORIZONTAL PLANE IN ACCORDANCE WITH THE DEFINITION OF THE U.S. SURVEY FOOT OR METER ADOPTED BY THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY. ALL MEASUREMENTS SHALL USE THE 39.37/12=3.28083333333 EQUATION FOR CONVERSION FROM A U.S. FOOT TO METERS.

5. ACCURACY: THE BOUNDARY LINEAR ERROR OF CLOSURE DOES NOT EXCEED 1:10,000. THE BOUNDARY ANGULAR ERROR OF CLOSURE DOES NOT EXCEED 15 SECONDS MULTIPLIED BY THE SQUARE ROOT OF THE NUMBER OF ANGLES TURNED.

6. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.

7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 1, ALTAMIRA SHOPPING VILLAGE AS RECORDED IN MAP BOOK 55, PAGES 136-140, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING N89°15'57"E.

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P.R.M.	PERMANENT REFERENCE MONUMENT	ESMT.	EASEMENT	A.E.	ACCESS EASEMENT
R/W	RIGHT OF WAY	CB	CHORD BEARING		
C.M.	CONCRETE MONUMENT	CH	CHORD		
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PREPARED BY:
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PROFESSIONAL LAND SURVEYORS
LICENSED BUSINESS CERTIFICATION #3019
3921 NOVA ROAD
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(386) 761-5385
www.sligerassociates.com

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SCALE: 1"=60' SHEET 4 OF 8

Joseph E Zapert
Digitally signed by Joseph E Zapert
Date: 2020.04.06 11:28:09 -04'00'

ALTAMIRA SHOPPING VILLAGE PARTIAL REPLAT

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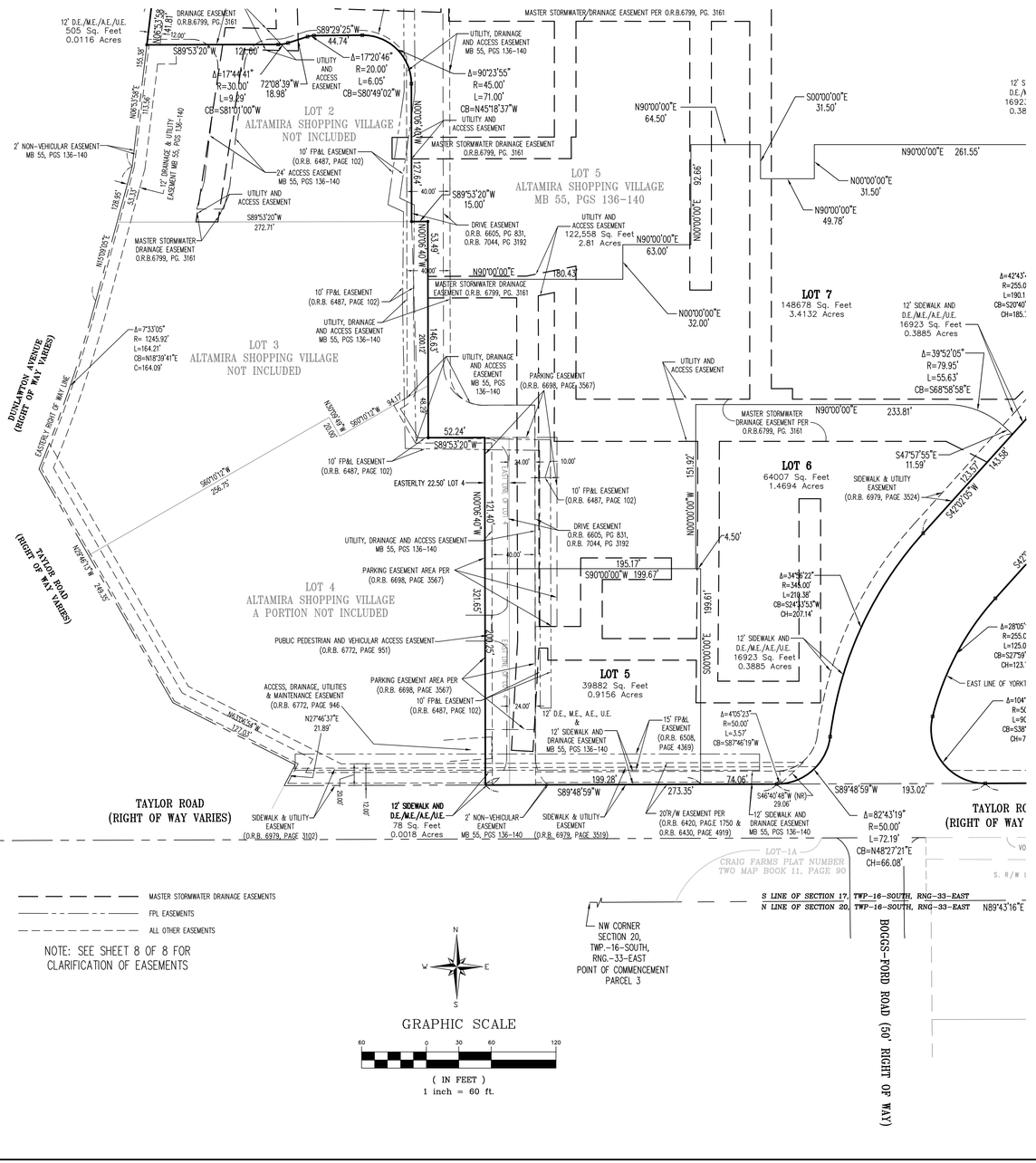
PLAT BOOK _____ PAGE _____

SEE SHEET 4 OF 8



SEE SHEET 6 OF 8

SEE SHEET 6 OF 7

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RGE	RANGE	L	ARC LENGTH	D.M.A.E.	DRAINAGE/MAINTENANCE/ACCESS EASEMENT
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SCALE: 1"=60' SHEET 5 OF 8

Joseph E Zapert Digitally signed by Joseph E Zapert Date: 2020.04.06 11:28:50 -04'00'

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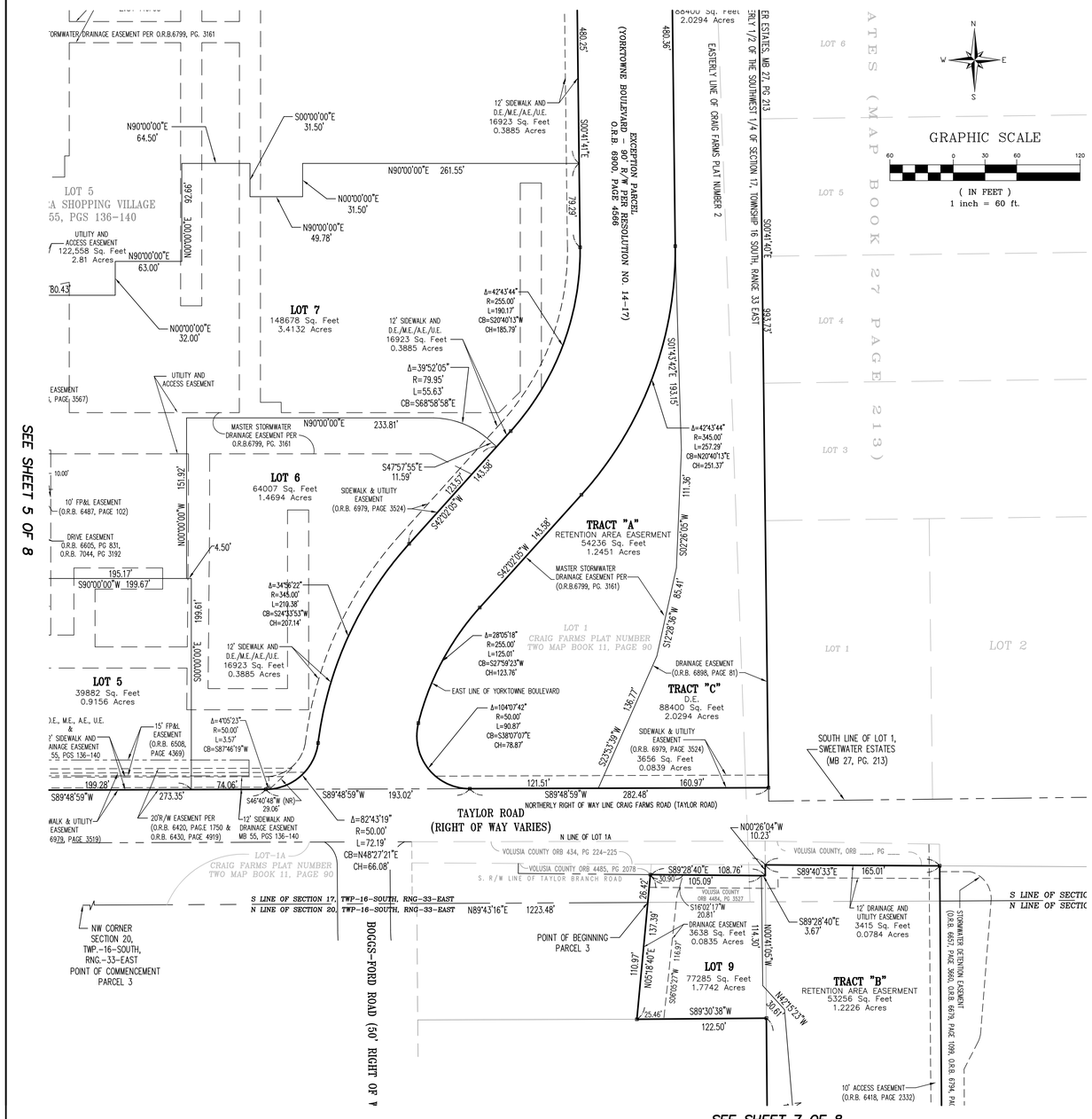
SEE SHEET 3 OF 8



SEE SHEET 5 OF 8

SEE SHEET 7 OF 8

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3. DIMENSIONS ARE SHOWN IN FEET AND DECIMALS THEREOF.

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6. ALL LOT LINES ARE RADIAL UNLESS SHOWN OTHERWISE. (NR) DENOTES NON-RADIAL LINE RELATIVE TO CURVES.

7. BEARING STRUCTURE BASED ON RECORD PLAT WITH THE BEARING ON THE NORTHERLY BOUNDARY LINE OF LOT 1, ALTAMIRA SHOPPING VILLAGE AS RECORDED IN MAP BOOK 55, PAGES 136-140, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING N89°15'57"E.

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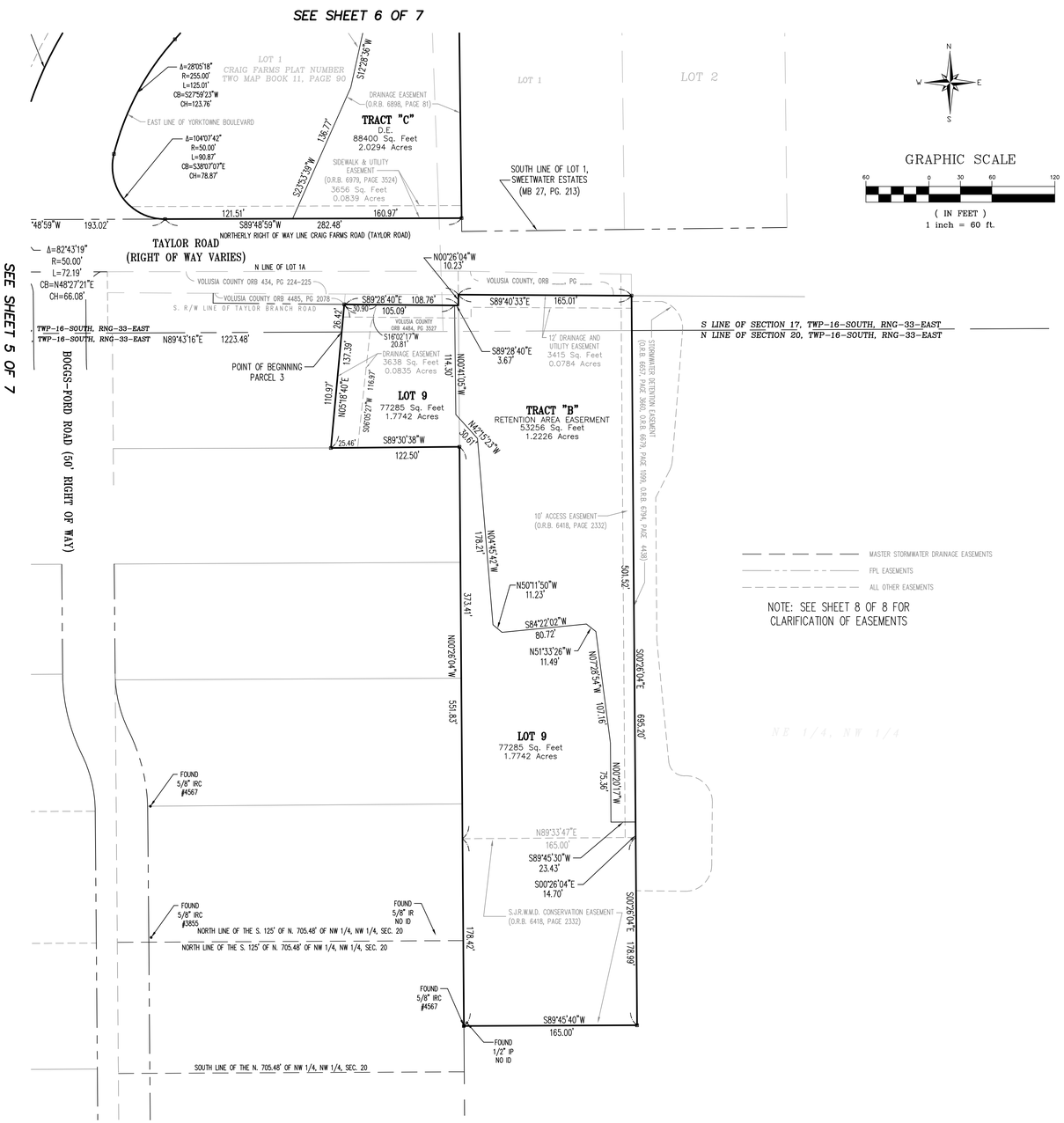
SCALE: 1"=60' *SHEET 6 OF 8*

Joseph E Zapert
Digitally signed by Joseph E Zapert
Date: 2020.04.06 11:29:24 -04'00'

ALTAMIRA SHOPPING VILLAGE PARTIAL REPLAT

BEING A REPLAT OF A PORTION OF LOTS 1 AND 4 AND ALL OF LOT 5, ALTAMIRA SHOPPING VILLAGE, PER MAP BOOK 55, PAGES 136 THRU 140, TOGETHER WITH A REPLAT OF A PORTION OF LOTS 1, 1A, 2, 3, 4 AND 5, CRAIG FARMS PLAT NUMBER 2, TOGETHER WITH A PORTION OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 33 EAST, TOGETHER WITH A PORTION OF SECTION 20, TOWNSHIP 16 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA

PLAT BOOK _____ PAGE _____



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SCALE: 1"=60'

SHEET 7 OF 8

Joseph E Zapert

Digitally signed by Joseph E Zapert
Date: 2020.04.06 11:30:04 -04'00'

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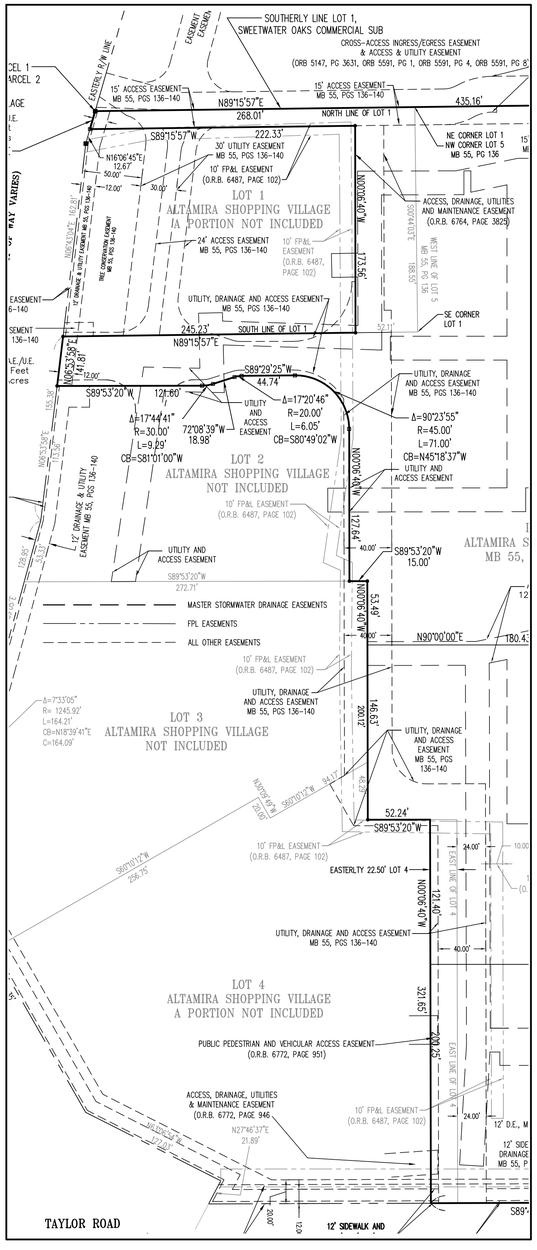
N
W E
S

GRAPHIC SCALE

60 0 30 60 120

(IN FEET)
1 inch = 60 ft.

EASEMENT DETAIL



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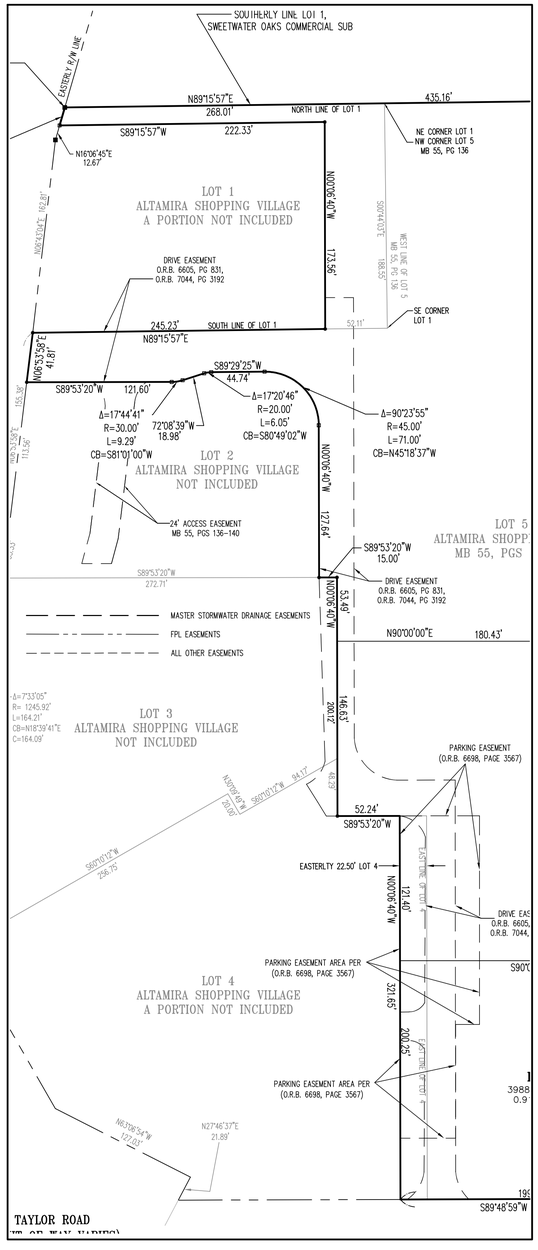

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SCALE: 1"=60'

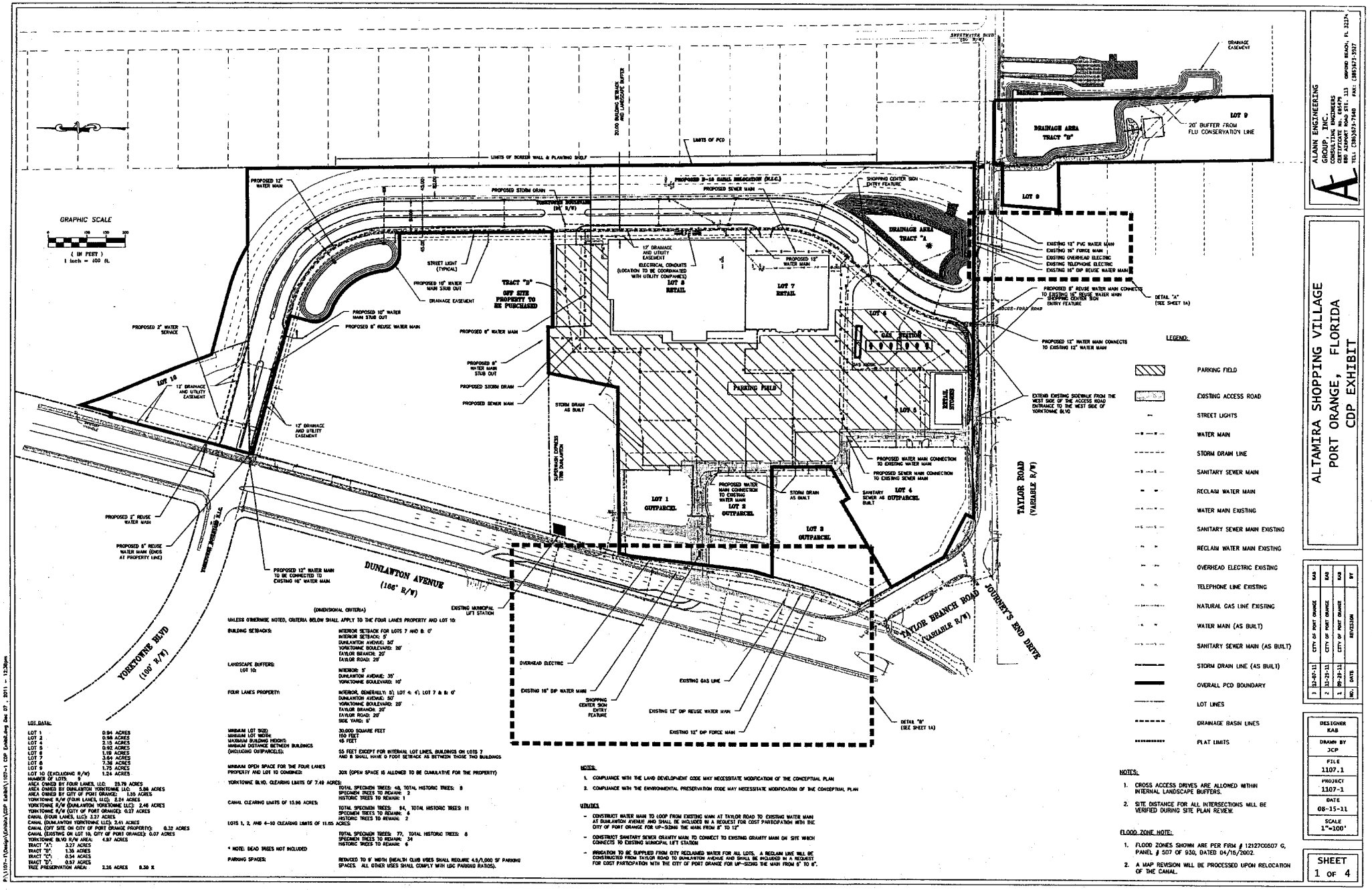
SHEET 8 OF 8

Joseph E Zapert

Digitally signed by Joseph E Zapert
Date: 2020.04.07 12:45:57 -04'00'

EXHIBIT "B"

Instrument# 2012-004027 # 26
Book: 6668
Page: 3925



LOT DATA:

NUMBER OF LOTS:	9
LOT 1	0.94 ACRES
LOT 2	0.98 ACRES
LOT 3	2.15 ACRES
LOT 4	0.92 ACRES
LOT 5	1.19 ACRES
LOT 6	3.64 ACRES
LOT 7	7.36 ACRES
LOT 8	1.75 ACRES
LOT 9	1.24 ACRES
LOT 10 (EXCLUDING R/W)	

AREA OWNED BY FOUR LANES, LLC: 29.79 ACRES
AREA OWNED BY DUNLAWTON YORKTOWNE LLC: 5.88 ACRES
AREA OWNED BY CITY OF PORT ORANGE: 1.55 ACRES
YORKTOWNE R/W (FOUR LANES, LLC): 2.24 ACRES
YORKTOWNE R/W (DUNLAWTON YORKTOWNE LLC): 2.46 ACRES
YORKTOWNE R/W (CITY OF PORT ORANGE): 0.27 ACRES
CANAL (FOUR LANES, LLC): 1.27 ACRES
CANAL (DUNLAWTON YORKTOWNE LLC): 2.41 ACRES
CANAL (CITY OF PORT ORANGE PROPERTY): 0.32 ACRES
CANAL (EXISTING ON LOT 10, CITY OF PORT ORANGE): 0.07 ACRES
YORKTOWNE BLVD R/W AREA: 4.97 ACRES
TRACT "A": 3.27 ACRES
TRACT "B": 1.35 ACRES
TRACT "C": 0.54 ACRES
TRACT "D": 0.57 ACRES
TREE PRESERVATION AREA: 2.26 ACRES 8.30 %

(DIMENSIONAL CRITERIA)

UNLESS OTHERWISE NOTED, CRITERIA BELOW SHALL APPLY TO THE FOUR LANES PROPERTY AND LOT 10:

BUILDING SETBACKS: INTERIOR SETBACK FOR LOTS 7 AND 8: 0'
INTERIOR SETBACK: 0'
DUNLAWTON AVENUE: 50'
YORKTOWNE BOULEVARD: 25'
TAYLOR BRANCH: 20'
TAYLOR ROAD: 25'

LANDSCAPE BUFFERS:
LOT 10: INTERIOR: 5'
DUNLAWTON AVENUE: 35'
YORKTOWNE BOULEVARD: 10'

FOUR LANES PROPERTY: INTERIOR, GENERALLY: 0'; LOT 4: 4'; LOT 7 & 8: 0'
DUNLAWTON AVENUE: 50'
YORKTOWNE BOULEVARD: 25'
TAYLOR BRANCH: 20'
TAYLOR ROAD: 25'
SIDE YARD: 0'

MINIMUM LOT SIZE: 30,000 SQUARE FEET
MINIMUM LOT WIDTH: 150 FEET
MAXIMUM BUILDING HEIGHT: 45 FEET
MINIMUM DISTANCE BETWEEN BUILDINGS (INCLUDING OUTPARCELS): 55 FEET EXCEPT FOR INTERNAL LOT LINES, BUILDINGS ON LOTS 7 AND 8 SHALL HAVE 0 FOOT SETBACK AS BETWEEN THOSE TWO BUILDINGS

MINIMUM OPEN SPACE FOR THE FOUR LANES PROPERTY AND LOT 10 COMBINED: 30% (OPEN SPACE IS ALLOWED TO BE CUMULATIVE FOR THE PROPERTY)

YORKTOWNE BLVD. CLEARING LIMITS OF 7.49 ACRES: TOTAL SPECIMEN TREES: 48, TOTAL HISTORIC TREES: 8
SPECIMEN TREES TO REMAIN: 2
HISTORIC TREES TO REMAIN: 1

CANAL CLEARING LIMITS OF 13.96 ACRES: TOTAL SPECIMEN TREES: 84, TOTAL HISTORIC TREES: 11
SPECIMEN TREES TO REMAIN: 6
HISTORIC TREES TO REMAIN: 2

LOTS 1, 2, AND 4-10 CLEARING LIMITS OF 11.05 ACRES: TOTAL SPECIMEN TREES: 77, TOTAL HISTORIC TREES: 6
SPECIMEN TREES TO REMAIN: 34
HISTORIC TREES TO REMAIN: 6

* NOTE: DEAD TREES NOT INCLUDED

PARKING SPACES: REDUCED TO 9' WIDTH (HEALTH CLUB USES SHALL REQUIRE 4.5/1,000 SF PARKING SPACES. ALL OTHER USES SHALL COMPLY WITH LDC PARKING RATIOS).

NOTES:
1. COMPLIANCE WITH THE LAND DEVELOPMENT CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL PLAN
2. COMPLIANCE WITH THE ENVIRONMENTAL PRESERVATION CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL PLAN

UTILITIES
- CONSTRUCT WATER MAIN TO LOOP FROM EXISTING MAIN AT TAYLOR ROAD TO EXISTING WATER MAIN AT DUNLAWTON AVENUE AND SHALL BE INCLUDED IN A REQUEST FOR COST PARTICIPATION WITH THE CITY OF PORT ORANGE FOR UP-SIZING THE MAIN FROM 8" TO 12"
- CONSTRUCT SANITARY SEWER GRAVITY MAIN TO CONNECT TO EXISTING GRAVITY MAIN ON SITE WHICH CONNECTS TO EXISTING MUNICIPAL LIFT STATION
- IRRIGATION TO BE SUPPLIED FROM CITY RECLAIMED WATER FOR ALL LOTS. A RECLAIM LINE WILL BE CONSTRUCTED FROM TAYLOR ROAD TO DUNLAWTON AVENUE AND SHALL BE INCLUDED IN A REQUEST FOR COST PARTICIPATION WITH THE CITY OF PORT ORANGE FOR UP-SIZING THE MAIN FROM 6" TO 8".

NOTES:
1. CROSS ACCESS DRIVES ARE ALLOWED WITHIN INTERNAL LANDSCAPE BUFFERS.
2. SITE DISTANCE FOR ALL INTERSECTIONS WILL BE VERIFIED DURING SITE PLAN REVIEW.

FLOOD ZONE NOTE:
1. FLOOD ZONES SHOWN ARE PER FIRM # 12127C0507 G, PANEL # 507 OF 930, DATED 04/15/2002.
2. A MAP REVISION WILL BE PROCESSED UPON RELOCATION OF THE CANAL.

ALANN ENGINEERING GROUP, INC.
CONSULTING ENGINEERS
CERTIFICATE OF AUTHORIZATION #6788
880 AIRPORT ROAD STE. 113 ORMOND BEACH, FL 32174
TEL: (386)673-7640 FAX: (386)673-3927

ALTAMIRA SHOPPING VILLAGE
PORT ORANGE, FLORIDA
CDP EXHIBIT

NO.	DATE	REVISION	BY
3	12-07-11	CITY OF PORT ORANGE	KAB
2	11-29-11	CITY OF PORT ORANGE	KAB
1	09-30-11	CITY OF PORT ORANGE	KAB

DESIGNER	KAB
DRAWN BY	JCP
FILE	1107.1
PROJECT	1107-1
DATE	08-15-11
SCALE	1"=100'

SHEET 1 OF 4

P:\1107-1\Design\Exhibits\CDP Exhibit.dwg Dec 07, 2011 - 12:38pm

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/16/2020

Consent item: No

SUBJECT: (H28) Approval of Contract with Halifax Humane Society for Spay/Neuter Services

DEPARTMENT: City Manager

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve contract with Halifax Humane Society for Spay and Neuter Services.

SUMMARY: The City would like to enter into a multi-year contract with Halifax Humane Society (HHS) for spay and neuter services related to the city's trap-neuter-return (TNR) program. The city has been working with HHS's Redinger Clinic to perform these tasks for a number of years through Concerned Citizens for Animal Welfare (CCFAW). However, staff seeks greater accountability for city funds and thus is seeking this contract along with a number of other changes to the TNR program.

This contract will allow Port Orange to sterilize feral cats at either the LPGA or Mason Avenue locations. It sets the standard price for sterilization at $45 and humane euthanasia (if the cat is too sick to survive) at $40.

The cost for FY 2020 is not to exceed $8,333 and will be paid for from the City Manager's Contingency budget. Beginning in FY 2021, the not to exceed amount will be $20,000 and will be budgeted in the Police Department budget (subject to Council approval).

The original term of the contract will end on September 30, 2021, but may be renewed upon written agreement of the parties for up to five (5) two (2) year periods.

Project No.: Funding Account No.: General Fund - City Manager - Other Contracted Services

Presenter: Alan Rosen

ATTACHMENTS:

1.	HHS Contract 2020 executed by HHS	HHS Contract 2020.pdf

Alan Rosen Created/Initiated - 6/1/2020

Thomas Grimaldi	Approved - 6/2/2020
Scott Neils	Approved - 6/2/2020
Matthew Jones	Approved - 6/5/2020
Jake Johansson	Approved - 6/5/2020
Robin Fenwick	Final Approval - 6/5/2020

CITY OF PORT ORANGE
HHS CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, **20__**, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **HALIFAX HUMANE SOCIETY, INC.**, a Florida corporation whose principal address is 2364 LPGA Blvd., Daytona Beach, FL 32124 ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. *Provision of Services*

(a) The Contractor hereby agrees to provide the following services at the rates provided to the City of Port Orange:

(i) Scope of services and rates attached as Exhibit "A"

(b) The time, manner and place for performance of such services shall be:

Term: The term of this Contract shall commence on the date this Contract is signed on behalf of the City and shall continue until September 30, 2021 (the "Term").

Renewals: Upon written agreement of the Parties, this Contract may be renewed for up to five (5) two (2) year periods, subject to review and approval of the City Manager and budget appropriation.

Manner and Place: Performance of the contracted services shall be in a manner as required by all current federal, state, and local codes, laws, ordinances and regulations, and with applicable permits and licenses.

Time and Essence: Contractor acknowledges that time is of the essence for the performance of the services provided hereunder.

Authorization for Services: This Contract authorize only those services set forth within the attached Scope of Work (Exhibit "A") to be performed only if the City's Animal Control Authority or other authorized City Employee brings a cat to the Contractor and requests such service. The City reserves the right to contract with other parties for the services contemplated by this Contract, as determined in the City's sole and absolute discretion.

2. *City Obligations*. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "A" attached hereto, subject to a limit up to but not to exceed $8,333.00 from the effective date of this Contract to September 30, 2020, and not to exceed $20,000 in any subsequent fiscal year (October 1 – September 30) thereafter. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. *Contract Administration*. The Lieutenant supervising Animal Control operations for the Port Orange Police Department shall perform contract administration of this Contract. The City may change the contract administrator, at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

4. *Liens*. Contractor acknowledges that Contractor shall not be entitled to lien the City or other public property.

5. *Termination for Convenience of the City*

(a) The parties agree that the City may terminate this Contract, or any work required hereunder, from time to time either in whole or part, whenever the City Manager of Port Orange determines that such termination is in the best interest of the City.

(b) Termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(c) Upon receipt of such Notice, the Contractor shall cease any further work due under this Contract, on the date, and to the extent, which may be specified in the Notice. Contractor shall be compensated for the services provided prior to the date of termination. Contractor shall not perform any further services, and may not be compensated under this Contract for any further services after the date of termination.

6. *Termination for Convenience for Subcontractors*. In accordance with the termination for the convenience of the City provision of this contract, the Contractor shall include similar provisions in any subcontract, and shall specifically include a requirement that subcontractors make all reasonable efforts to mitigate damages which may be suffered. Failure to include such provisions shall bar the Contractor from any recovery from the City whatsoever of loss or damage sustained by a subcontractor as a consequence of termination for convenience.

7. *Termination for Default*. Either party may terminate this Contract, without further obligation, for the default of the other party or its agents or employees with respect to any condition or provision contained herein. In the event of default by the Contractor, the City reserves the right to procure the services from other sources and holds the Contractor responsible for excess costs incurred as a result. As a result, the City Council may elect to refrain from doing future business with the Contractor in accordance with City Code 2-276 Suspension and Disbarment.

8. *Examination of Records*

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

(b) The Contractor further agrees to include in any subcontract for more than $10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such contractor involved in transactions related to such subcontract, or this Contract. The term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

(c) The period of access provided in subparagraphs (a) and (b) above for records, books, documents and papers which may relate to any arbitration, litigation, or the settlement of claims arising out of the performance of this contract or any subcontract shall continue until any appeals, arbitration, litigation or claims shall have been finally disposed of.

9. *Public Records Compliance*. Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes, and shall specifically:

(a) Keep and maintain public records required by the City to perform the service.

(b) Upon request from the City's custodian of public records, provide the City with a copy of the requested record or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the City.

(d) Upon completion of the Contract, Contractor shall transfer to the City, at no cost, all public records in possession of the Contractor and destroy any duplicate public records that are exempt from public records disclosure requirements. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

If Contractor does not comply with a public records request, the City shall deem the non-compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.0701, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE OFFICE OF THE CITY CLERK, CITY HALL, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA 32129; TELEPHONE: (386) 506-5563; E-MAIL: CITYCLERK@PORT-ORANGE.ORG.

10. *Termination for Non-Appropriation of Funds*

(a) If funds are not appropriated for any succeeding fiscal years subsequent to the one in which this contract is entered into, for the purpose of this Contract, then the City may terminate this Contract upon thirty (30) days prior written notice to the Contractor. Should termination be accomplished in accordance with this Section, the City shall be liable only for payments due through the date of termination.

(b) The City agrees that should it terminate in accordance with this Section, it shall not obtain services which are substantially equal to or similar to those for which this contract was entered into. This provision shall survive any termination of the Contract.

11. *Insurance*. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions. Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A-" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Contractor shall not commence work

under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

Contractor shall require and ensure each of its subcontractors to maintain, until the completion of the subcontractor's work, insurance of the types and to the limits set forth herein. All insurance coverages shall be primary and non-contributory. All insurance coverages of the subcontractors shall not seek contribution from any other insurance or self-insurance available to the City. The Contractor is responsible for ensuring that its subcontractors maintain the required coverage. Failure of the Contractor to ensure the subcontractors maintain the required coverage, shall not relieve the Contractor of any contractual responsibility, obligation or liability.

The City reserves the right to increase insurance coverage as determined for higher risk contracts.

The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with this Contract and does not waive the insurance required by this Contract.

Should at any time the Contractor or subcontractors not maintain the insurance coverages required herein, the City may terminate the Contract or at its sole discretion shall be authorized to purchase such coverages and charge the Contractor for such coverages purchased. The City shall be under no obligation to purchase such insurance, nor shall it be responsible for the coverages purchased or the insurance company or companies used. The decision of the City to purchase such insurance coverages shall in no way be construed to be a waiver of any of its rights under the Contract.

Standard Insurance Requirements			
	Insurance	**Standards**	**Additional Requirements**
☒	Workers' Compensation The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. **The City will not accept elective exemptions.** Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	Contract Amount — Limits Up to $10 million — Statutory/$500,000 $10 - $20 million — Statutory/$1,000,000 Contracts over $20 million To Be Determined by the City.	☐If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐If vessels involved, Jones Act coverage with limits of $500,000 required.

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability	Limits: Combined Single Limit Bodily Injury and Property damage $1,000,000 occurrence $1,000,000 aggregate	☐When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	Limits: Auto Liability Body Injury and Property Damage: $1,000,000 each occurrence $1,000,000 aggregate	
	Additional Insurance Requirements		
☐	Property Insurance Builders Risk. Additional Coverage:	Limits: Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☐	Professional Liability	Limits: Coverage - $1,000,000	
☐	Installation Floater (IT)	Limits: Coverage - $ To be determined.	
☐	Contractor Pollution Liability	Limits: Coverage - $1,000,000	
☐	Errors and Omissions	Limits: Coverage - $1,000,000	
☐	Umbrella Policy	Limits: Coverage – $ To be determined.	
☐	Payment and Performance Bond Required	Limits: Coverage - Equal to amount of Contract.	
☐	**City Manager waives Payment and Performance Bond for work under $25,000.00.**		
☐	**Unless otherwise required by law, City Manager waives Insurance for FOB goods under $25,000.00.**		

12. *Assignability of Contract*. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Council.

13. *Modifications or Changes to this Contract*

(a) Change Orders. The City's Contract Manager, with the concurrence of the City's signatory as required by the City's Purchasing Policy, shall without notice to any sureties, have the authority to order changes in this Contract which affect the cost or time of performance. Such changes shall be ordered in writing specifically designated to be a change order. Such orders shall be limited to reasonable changes in the services to be performed or the time of the performance. The City will not be held liable for any changes which have not been properly authorized and approved in accordance with this Contract.

(b) If any change under this clause causes an increase or decrease in Contractor's cost of, or time required for the performance of the work hereunder, Contractor shall receive an equitable adjustment in accordance with subparagraph (d), which shall include all compensation to the Contractor, or the City, of any kind in connection with such change, including all costs and damages related to or incidental to such change.

(c) Contractor need not perform any work described in any change order unless it has received a certification from the City that there are funds budgeted and appropriated sufficient to cover the cost of such changes.

(d) No claim for changes ordered hereunder shall be considered if made after final payment in accordance with the Contract.

14. *Sovereign Immunity*. The City expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Contract to the contrary, nothing in this Contract shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature or may be adopted by the Florida Legislature and the cap on the amount and liability of the City for damages regardless of the number or nature of claims in tort or equity shall not exceed the dollar amount set by the legislature for tort. Nothing in this Contract shall inure to the benefit of any third party for the purpose of allowing any claim against the City which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

15. *Liability for Loss or Damage*.

(a) Contractor shall be liable for any loss of, or damage to, City property caused by the negligence, recklessness, or intended wrongful misconduct of Contractor, his/its agents, servants and employees and shall indemnify and save the City harmless against all actions, proceedings, claims, demands, costs, damages and expenses, including attorney's fees, by reason of any suit or action brought for any actual or alleged injury to or death of any person or damage to property other than City property, resulting from the performance of the Contract by Contractor, his/its agents, servants and employees. Contractor shall submit a full written report to the Finance Director within twenty-four (24) hours following the occurrence of such damage, loss or injury.

(b) To the fullest extent permitted by law, in addition to the express duty to indemnify City when there is any causal connection between Contractor's work and any injury, loss, damage, death or property damage, Contractor expressly undertakes a duty to defend City as a separate duty, independent of and broader than the duty to indemnify. The duty to defend agreed to by Contractor hereby expressly include all costs of litigation, attorney's fees, settlement costs and reasonable expenses in connection with the litigation, whether or not the claims made for loss, injury, damage or property damage are valid or groundless and regardless of whether the defense of City is maintained by the City or assumed by Contractor as long as the claims made could be causally connected to Contractor as reasonable determined by City.

16. *Non-discrimination*. During the performance of this Contract, Contractor agrees as follows:

(a) Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, marital status, age or national origin, except where such is a bona-fide occupational qualification reasonably necessary to the normal operation of Contractor. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. Contractor agrees and fully supports and complies with the Americans with Disabilities Act of 1990.

(b) Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor is an equal opportunity employer.

(c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient compliance with this provision. Contractor shall include the provisions of the foregoing subparagraphs (a), (b), and (c) in every subcontract or purchase order of over $10,000 so that the provisions will be binding upon each subcontractor or vendor.

17. *Disputes*. The City Manager, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Contractor, shall decide disputes with respect to this Agreement. The decision by the City Manager shall be final and binding unless, within five (5) business days from the date of delivery of the decision of the City Manager, appeal is made to the City Council in writing and delivered to the City Clerk, Robin L. Fenwick, CMC. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence.

18. *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.

19. *Controlling Law*. **THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.**

20. *Integration*. This Contract and the documents incorporated herein by reference shall constitute the whole agreement between the parties as it relates to the services provided for herein. There are no promises, terms, conditions, or obligations other than those contained herein, and this Contract shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

21. *Notice*. For purposes of this agreement, notices shall be sent as follows:

City:
City of Port Orange
Attention: City Manager
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

Copy to:
City of Port Orange
Attention: Animal Control
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5879

Contractor:
Miguel Abi-hassan, CEO
Halifax Humane Society
2364 LPGA Blvd
Daytona Beach, FL 32124
Miguela@halifaxhumanesociety
(386) 274-4703

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses provided herein. The parties may, from time

to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days written notice to the other party.

22. *Contract Construction*

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Agreement shall be deemed valid as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this Agreement.

23. *Authority to Sign*. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

[Remainder of this page intentionally left blank]

Witnesses:

Pam Clayton

Printed Name: Pam Clayton

Printed Name: Zoe Beriss

HALIFAX HUMANE SOCIETY, INC.

By:

Printed Name: Miguel Abi-hassan

Title: C.E.O.

If this Contract is signed by an individual not identified as the President of the corporation in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: 5/29/2020

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ____ online notarization, this 29 day of May, 2020 by Miguel Abi-hassan, as C.E.O. of Halifax Humane Society, Inc., a Florida Corporation. He or she is ____ personally known or ✓ produced _____as identification.

Susan Rae Herrin

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

SUSAN RAE HERRIN
MY COMMISSION # GG 177471
EXPIRES: April 26, 2022
Bonded Thru Notary Public Underwriters

Witnesses:

CITY OF PORT ORANGE

_____ By:_____
Printed Name:_____ Donald O. Burnette, Mayor

_____ Date:_____
Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ___ physical presence or ____ online notarization, this _____ day of _____, 20____, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He or she is ____ personally known or ____ produced _____as identification.

_____
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

_____ By:_____
Printed Name:_____ Robin L. Fenwick, MMC, City Clerk

_____ Date:_____
Printed Name:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ___ physical presence or ____ online notarization, this _____ day of _____, 20__, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He or she is ____ personally known or ____ produced _____as identification.

_____
Notary Public, State of Florida
Printed, typed or stamped name, commission and expiration:

Exhibit "A"

Scope of Work

Halifax Humane Society (HHS) will perform feline sterilization services only for cats brought to HHS by an Animal Control Officer (ACO) or other City of Port Orange employee designated by the Police Department. Cats brought to HHS by any other person will not be eligible for reimbursement by the City of Port Orange. HHS and the City shall mutually agree on the day(s) of the week that the City will bring cats to the designated HHS facility. Said schedule shall be subject to change by mutual agreement of the parties. The City shall at a minimum have one day reserved each week at a designated HHS facility to bring in cats for sterilization.

Surgeries may be completed at either:
Halifax Humane Society
2364 LPGA Boulevard
Daytona Beach, FL 32124

Or
HHS Redinger Clinic
600 Mason Ave #150
Daytona Beach, FL 32117

Hereafter HHS shall refer to both the location on LPGA Blvd. and Mason Ave.

Services and Cost

Service	Cost
Cat Sterilization Surgery (Includes complimentary ear tipping, FVRCP vaccine, rabies vaccine and anesthesia)	$45
Euthanasia	$40

All regular sterilizations are the same price for neuters and spays (males and females). Each surgery includes complimentary ear tipping, FVRCP and rabies vaccines, and anesthesia. Ear tipping must be completed according to Alley Cat Allies recommendations by removing at least 3/8 of an inch from the top of the left ear.

If the City of Port Orange presents a cat for sterilization and HHS finds the cat has already been sterilized, HHS will provide anesthesia, ear tipping, FVRP and rabies vaccine at no cost.

Upon presentation of a cat, HHS, at its sole discretion, will determine if the cat is healthy enough to survive surgery and whether or not it should be euthanized. HHS recognizes that the City of Port Orange does not have a licensed veterinarian on staff and does not have the ability to determine whether an animal should be euthanized. The cost for euthanasia is $40.

All cats being returned to Port Orange staff from HHS will have their ear tipped as described above. No exceptions. If a cat is returned to Port Orange staff without an ear tip, or with an ear tip of less than 3/8 of an inch from the top of the left ear, Port Orange will return the cat to HHS for the procedure without any additional charge to Port Orange.

No procedures other than those listed in this document will be paid for by the City of Port Orange. Port Orange will only reimburse for procedures that have been documented and provided to the City. HHS must provide at least the following information on the invoice in order to receive reimbursement for each cat:

- Invoice number
- Visit Date
- Billing Date
- Animal Name and/or Number
- Colony Caregiver name (to be provided at intake by City)
- Colony Caregiver Address (to be provided at intake by City)
- Services provided
- Cost for each service provided
- Total cost

HHS will combine and send all invoices to Port Orange monthly.

Existing HHS/City contract

This does not supersede or replace the other contract between the City and HHS to provide services for wild, stray, confiscated or other animals. All animals brought by the public to HHS will fall under that program. All animals brought to the Redinger Clinic by and ACO will fall under this contract. ACO's will notify staff at the LPGA location whether a feline brought there will fall under this program or stray cat program.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/16/2020

Consent item: No

SUBJECT: (H29) First Reading - Ordinance No. 2020-18 - Amending Section 5.04 of the Charter - Primary Election Date

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-18.

SUMMARY: Due to recent legislative updates, the City's Charter requires an update as to the timing of the election dates. This ordinance brings the City's Charter in alignment with State Statutes.

Second reading of this Ordinance will occur at a Special Meeting of the City Council on June 23, 2020.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Ord. No. 2020-18 - Primary Election Date	Ord. No. 2020-18 - Primary Election Date.pdf

Robin Fenwick	Created/Initiated - 6/5/2020
Matthew Jones	Approved - 6/5/2020
Jake Johansson	Approved - 6/5/2020
Robin Fenwick	Final Approval - 6/5/2020

ORDINANCE NO. 2020-18

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING SECTION 5.04 OF THE CITY CHARTER RELATING TO THE DATE FOR THE PRIMARY ELECTION; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 166.021(4), Florida Statutes (2019) provides that changes to the selection of election dates may be made without referendum; and

WHEREAS, Section 100.3605(2), Florida Statutes (2019) further provides that the city may, by ordinance, change the dates for the election of members of the governing body of the municipality; and

WHEREAS, Section 100.061, Florida Statutes (2019) was amended in 2019 to revise the date on which primary elections are to be held; and

WHEREAS, the City Council has determined that it is financially sound policy and in the best interests of the electorate to adjust the date of the City's primary elections to coincide with the revised primary elections date; and

WHEREAS, voter turnout and participation in municipal elections are greater when the City's election coincides with countywide elections for federal, state, and local representatives; and

WHEREAS, the City Council recognizes that the financial expenses to the City for municipal elections held in conjunction with countywide elections is significantly less than the financial expenses to the City for stand-alone municipal elections; 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 ORDAINED BY THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA:

SECTION 1. The City Council of the City of Port Orange, Florida, hereby amends Section 5.04, Subsection (a)(1) of the City's Charter to read as follows:

Sec. 5.04. - Elections.

(a) *Multiple candidates.*

(1) *Primary.* When two or more persons qualify as candidates for the office of city council member or mayor for any of the designated seats of the city council to be filled at an election, the names of the persons who so qualified shall appear on the ballot and be voted upon at a primary election to be held eleven (11) ~~ten (10)~~ weeks prior to the first Tuesday after the first Monday in November of each even-numbered year. Any candidate in the primary election who receives a majority of the votes cast for a designated seat on the city council shall be declared elected, and no regular city election for such seat will be held.

SECTION 2. The provisions of this Ordinance shall become and be made a part of the City's Charter. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 3. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 4. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provision or applications of this Ordinance which can be given effect without the invalid provision or application, and to this and the provisions of this Ordinance are declared severable.

SECTION 5. This Ordinance shall take effect immediately upon adoption.

_____
MAYOR DONALD O. BURNETTE

ATTEST:

_____
Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the _____ day of _____, 2020

Passed and adopted on second and final reading on the _____ day of _____, 2020

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/16/2020

Consent item: No

SUBJECT: (I30a) City Attorney Evaluation

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION:

SUMMARY: Annual evaluation of the City Attorney per his employment contract.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

Matthew Jones	Created/Initiated - 6/5/2020
Matthew Jones	Approved - 6/5/2020
Jake Johansson	Approved - 6/5/2020
Robin Fenwick	Final Approval - 6/5/2020

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 6/16/2020

Consent item: No

SUBJECT: (I31a) City Manager Evaluation

DEPARTMENT: City Manager

GOAL:

RECOMMENDED MOTION:

SUMMARY: The attached GROW report is what other staff uses slightly modified for me. I will fill out some of the items for council use.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	G.R.O.W. Report v7 MODIFIED	G.R.O.W. Report v7 MODIFIED.pdf

Robin Fenwick	Created/Initiated - 6/1/2020
Jake Johansson	Approved - 6/8/2020
Robin Fenwick	Final Approval - 6/8/2020

City of Port Orange
HUMAN RESOURCES DEPARTMENT
1000 CITY CENTER CIRCLE • PORT ORANGE, FL 32129 • (386) 506-5560 • WWW.PORT-ORANGE.ORG

Employee G.R.O.W Report

Name of Employee: _____
Position Title: _____ Department_____
Meeting Date/Time: _____ Period Covered: _____

The purpose of this program is to assist employees with their professional growth. This program focuses on setting **G**oals, **R**eflection of the employee's current performance, **O**pportunities for development and advancement, and the **W**ay forward for plans in the coming rating period.

Part I: Employee Self-Assessment (Return this form to your supervisor by _____)

1) List any training you received this period. What additional training would you like?

2) List any work-related accomplishments for this period.

3) What part(s) of your job do you enjoy most?

4) List your work-related goals that you would like to achieve in the upcoming rating period.

5) What tools or resources can the City provide to help you do your job?

6) Do you know where to find City Policies & Procedures, Departmental Policies and Procedures, and the union contracts if you have any questions? ☐ Yes ☐ No

Employee G.R.O.W. Report

Name of Employee: _____
Position Title: _____ Department_____
Meeting Date/Time: _____ Period Covered: _____

Part II: Goals (to be completed by the Supervisor with the employee)

1) Did the employee meet the goals set in the prior period? ☐ Yes ☐ No
   Comments:

2) List the goals that the employee will work to meet in the upcoming rating period?

3) Discuss what success in achieving these goals look likes. *Please initial* (employee) ____ (supervisor) _____

Part III: Reflection of Performance During Evaluation Period (to be completed by the Supervisor)

1) Review Part I of this form with the employee. *Please initial* (employee) ____ (supervisor) _____

2) Review the job description with the employee. *Please initial* (employee) ____ (supervisor) _____

3) Discuss the importance the employees' work has on the organization. *Please initial* (employee) ____ (supervisor) _____

4) Discuss safe working practices as it relates to this position. *Please initial* (employee) ____ (supervisor) _____

5) Please detail any areas (suggested three) in which the employee excels in the performance of their duties.

6) Please detail any areas (suggested two) in which the employee can further develop to improve in the performance of his/her duties. Be sure to use behavioral examples.

7) *Definitions of Ratings:*

Outstanding – Performs assigned duties in a manner demonstrating mastery at every level of major responsibility. Results achieved are well beyond the level of performance rated "Above Average."

Above Average – Performs assigned duties in a manner indicating above average understanding of essential functions. Results achieved are often better than expected of performance rated "Satisfactory," but not of such uniqueness as to warrant an "Outstanding" rating.

Satisfactory – Performs assigned duties at an acceptable level through demonstrated application of skills.

Needs Attention – Performance in one or more areas does not meet the requirement for a "Satisfactory" rating. Improvement is required if acceptable results are to be achieved.

Unsatisfactory – Even under close direction, performance does not demonstrate the ability and/or willingness to produce required results.

Overall, the employee's performance is

- ☐ OUTSTANDING
- ☐ ABOVE AVERAGE
- ☐ SATISFACTORY
- ☐ NEEDS ATTENTION
- ☐ UNSATISFACTORY

Provide a brief description of overall rating:

Part IV: Opportunities (to be completed by the Supervisor)

1) Discuss long term career goals and any training or development required to meet these goals. *Please initial* (employee) ____ (supervisor) _____

2) Discuss opportunities/benefits the City provides to assist them in his/her career plans. *Please initial* (employee) ____ (supervisor) _____

3) Discuss any changes the employee would like to see in his/her current role. *Please initial* (employee) ____ (supervisor) _____

4) Discuss areas in which the employee wishes he/she had more support. *Please initial* (employee) ____ (supervisor) _____

Part V: Way Forward (to be completed by the Supervisor)

1) What training (if available) will this employee complete in the upcoming year?

2) Will the employee be placed on a Performance Improvement Plan based on his/her current job performance? ☐ Yes ☐ No If so, when will this be provided to the employee?

Additional Employee Comments (if any)

Additional Supervisor Comments (if any)

Supervisor Name Printed	Signature	Date
Reviewer 1 Name Printed	Signature	Date
Employee Name Printed	Signature	Date
Reviewer 2 (If Applicable) Name Printed	Signature	Date

G.R.O.W. REPORT FOR SUPERVISORY PERSONNEL

Definitions of Ratings:

Outstanding – Performs assigned duties in a manner demonstrating mastery at every level of major responsibility. Results achieved are well beyond the level of performance rated "Above Average."

Above Average – Performs assigned duties in a manner indicating above average understanding of essential functions. Results achieved are often better than expected of performance rated "Satisfactory," but not of such uniqueness as to warrant an "Outstanding" rating.

Satisfactory – Performs assigned duties at an acceptable level through demonstrated application of skills.

Needs Attention – Performance in one or more areas does not meet the requirement for a "Satisfactory" rating. Improvement is required if acceptable results are to be achieved.

Unsatisfactory – Even under close direction, performance does not demonstrate the ability and/or willingness to produce required results.

TRAINING

Provides Training:

Unsatisfactory	Needs Attention	Satisfactory	Above Average	Outstanding
Pays little attention to employee training needs. ☐	Minimally supports and often does not identify staff training needs. ☐	Makes provisions for employees to acquire the necessary on-the-job training. ☐	Encourages employees and identifies staff training. ☐	Actively provides employees training and career development. ☐

Prepares Evaluations:

Shows little interest in using the performance evaluation as an information or development tool for employees. ☐	Does not always prepare evaluations in an objective manner; does not use the evaluation to develop self. ☐	Prepares evaluations objectively and uses them to constructively developed staff. ☐	Evaluates fairly and objectively with frequent communication with employees on development opportunities. ☐	Always evaluates objectively and fairly; discusses ways to reach development goals; consistently checks for development progress. ☐

PLANNING & ASSIGNING

Plans Assignments

Serious inattention to planning assignments and providing employees with adequate instructions. ☐	Shows poor planning in work assignments and often does not give adequate instructions. ☐	Makes necessary planning arrangements and provides instructions to employees for follow through. ☐	Plans assignment, taking individual abilities into account and ensures instructions are clear and understandable. ☐	Plans assignments creatively taking all organizational factors into account and ensures instructions are clear and understandable; evaluates results. ☐

Unsatisfactory	Needs Attention	Satisfactory	Above Average	Outstanding

Sets Performance Standards:

Does not set performance standards or goals for staff. ☐	May set performance standards or goals but does not hold staff accountable. ☐	Sets realistic performance standards and goals and holds staff accountable. ☐	Sets high performance standards and goals and motivates employees to achieve. ☐	Identifies employee potential; sets high performance standards and goals and provides opportunities for optimal performance. ☐

DIRECTION & LEADERSHIP

Delegation:

Does not give employees the authority/backing to effectively carry out responsibilities. ☐	Seldom gives employees the authority/backing needed to effectively carry out responsibilities. ☐	Gives employees the authority/backing needed to effectively carry out responsibilities. ☐	Consistently gives employees the authority/backing needed to carry out responsibilities. ☐	Always reinforces the policy of giving employees the authority/backing and responsibility for the outcome. ☐

Motivation:

Does not command respect and confidence; has difficulty motivating others. ☐	Has difficulty commanding respect and confidence, as well as motivating others. ☐	Confident and able to motivate employees. ☐	Confident and able to motivate employees and peers. ☐	Always confident and able to motivate all groups. ☐

Communication:

Does not communicate with staff; does not keep staff informed. ☐	Seldom passes necessary information to staff. ☐	Usually keeps staff informed on a regular basis. ☐	Encourages open lines of communication; always keeps information flowing ☐	Communicates promptly and uses a wide variety of communication methods. ☐

Unsatisfactory	Needs Attention	Satisfactory	Above Average	Outstanding

Leadership:

Is not an appropriate role model; does not follow established rules. ☐	Does not follow the same set of rules as subordinates. ☐	Acts as a model to subordinates; abides by same rules as subordinates. ☐	Acts as role model by setting; following and supporting established rules. ☐	Acts as a role model for subordinates by exhibiting exemplary behavior. ☐

Team Building:

Shows no interest in promoting teamwork and pride among employees. ☐	Has difficulty promoting teamwork and pride among employees. ☐	Promotes teamwork and pride among employees. ☐	Actively encourages and promotes teamwork and pride among employees. ☐	Participates and actively promotes teamwork and pride among employees. ☐

Objectivity:

Forms judgments based on one bad experience or from rumors about an employee's performance. ☐	Frequently forms early opinions about an employee which clouds the supervisor's judgment. ☐	Takes an objective view of an individual's performance. ☐	Takes an objective view of individual performance by weighing all factors before making a judgment. ☐	Always takes an objective view of individual performance by weighing all factors before making a judgment. Gives benefit of the doubt. ☐

DECISION MAKING

Rationale:

Cannot make decisions. ☐	Makes quick decisions without much thought. ☐	Weighs alternatives to make sound decisions. ☐	Weighs and develops alternatives to make sound decisions. ☐	Develops creative alternatives and effectively communicates rationale behind decisions. ☐

Unsatisfactory	Needs Attention	Satisfactory	Above Average	Outstanding

Difficult and Unpopular Decisions:

Does not make unpopular and difficult decisions. ☐	Has difficulty making unpopular and difficult decisions. ☐	Will make unpopular and difficult decisions. ☐	Will make unpopular and difficult decisions and attempts to explain the decisions. ☐	Will make and effectively sell an unpopular decision to employees. ☐

RESOURCE MANAGEMENT

Resources:

Is not effective in using resources. ☐	Needs improvement in using resources. ☐	Uses resources in an efficient manner. ☐	Manages resources in an effective and efficient manner. ☐	Does outstanding job managing resources; uses creative alternatives. ☐

Scheduling:

Does not adjust schedules to meet needs of the Department. ☐	Needs improvement in adjusting schedules. ☐	Consistently adjusts schedules as needed. ☐	Always adjusts schedules and anticipates changes. ☐	Is innovative in adjusting schedules and anticipating changes & needs. ☐

Productivity:

Shows no interest in improving productivity and efficiency. ☐	Seldom looks for methods to improve productivity and efficiency. ☐	Looks for and implements methods to improve productivity and efficiency. ☐	Continuously looks for areas of improvements and implements methods to improve productivity and efficiency. ☐	Has outstanding and innovative ideas for improving productivity; can implement methods with everyone supporting efforts. ☐