REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

JULY 21, 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 Fr. Rick Burhans of Grace Episcopal 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 16, 2020 - Regular City Council Meeting
    b. June 23, 2020 - City Council Special Meeting/Workshop
    c. July 14, 2020 - Special City Council Meeting
7. Bid Awards and Contract Items
    a. Approval of Lease Extension and Increase with Clear Channel Outdoors for Billboards on I-4
    b. Intent to Award ITB #20-08 to Meeks Plumbing Inc. and Cloud 9 Services Inc for Septic Sewer Pumping (FEMA)
    c. Approval of Hunting Lease Addendum #1 with G&G Hunt Club and Volusia County
    d. Approval of Change Order No. 1 to Task Authorization No. 14 with Kimley-Horn and Associates
    e. Approval of Hurricane Dorian Federally Funded Subaward and Grant Agreement

f. Approval of Addendum #1 to Contract with Halifax Humane Society to Include Administrative Fee

g. Approval to Renew the Interlocal Agreement with the Utilities Commission, City of New Smyrna Beach

h. ITB #20-06, Disaster Debris Removal and Disposal Services - Cancel Contract Award to Ceres Environmental Services and award to Graham County Land Co and Phillips & Jordan Inc.

8. Approval to Submit Grant Application for the 2020 Florida Department of Law Enforcement Coronavirus Emergency Supplemental Funding (CESF) Program

C. CITIZEN PARTICIPATION (Agenda)

9. Port Orange Economic and Environmental Issues - Derek LaMontagne

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

E. COUNCIL COMMENTS

10. Comments/Concerns from Council Members

F. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

11. Annual Report from ArtHaus

G. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

12. Environmental Advisory Board Appointment
13. Parks and Recreation Advisory Board Appointment

H. PUBLIC HEARING

14. Second Reading - Ordinance No. 2020-11 - Small-Scale Future Land Use Map Amendment/All Aboard Storage Taylor Road (Case No. 19-20000005)
15. Second Reading - Ordinance No. 2020-12 - PCD Rezoning/All Aboard Storage Taylor Road Master Development Agreement and Conceptual Development Plan (Case No. 19-65000003)
16. Second Reading - Ordinance No. 2020-13 - Annexation/6156 Williamson Blvd. - Thrive Community Church (Case No. 20-10000001)
17. Second Reading - Ordinance No. 2020-14 - Small-Scale Future Land Use Map Amendment/6156 Williamson Blvd. - Thrive Community Church (Case No. 20-20000001)
18. Second Reading - Ordinance No. 2020-15 - Rezoning/6156 Williamson Blvd. - Thrive Community Church (Case No. 20-60000001)

19. Second 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)
20. Second Reading - Ordinance No. 2020-17 - Administrative Rezoning/4035 Nova Rd., 5245, 5279 and 4050 Nova Rd. (Case No. 20-60000002)
21. First Reading - Ordinance No. 2020-19 - Third Amendment to the Woodhaven PUD Master Development Agreement (Case No. 20-40000003)
22. First Reading - Ordinance No. 2020-20 - First Amendment to the New Port Apartments Planned Unit Development Master Development Agreement (Case No. 20-40000002)
23. First Reading - Ordinance No. 2020-21 - Annexation/4057 Bruner Road
24. First Reading - Ordinance No. 2020-22 - 20-1 Large-scale Future Land Use Map Amendment/4057 Bruner Road (Case No. 20-20000003)
25. First Reading - Ordinance No. 2020-23 - Administrative Rezoning/4057 Bruner Road and 4505 Clyde Morris Boulevard (Case No. 20-60000004)
26. First Reading - Ordinance No. 2020-24 - Land Development Code Amendment/Chapter 20 - Ridgewood Corridor Targeted Businesses (Case No. 20-25000003)
27. Approval of the Conditional Use Request from Christ the King Church for 6015 Spruce Creek Road

I. REGULAR AGENDA

28. First Reading - Ordinance No. 2020-25 - Amending Section 2-267 to Remove the Procurement of Lobbyist Services from the List of Exempt Purchases

J. ADDITIONAL ITEMS

29. City Attorney
30. City Manager
    a. Axon Enterprise Inc. - Five year contract

K. COUNCIL COMMITTEE REPORTS

31. City Council Committee Reports
    a. Port Orange/South Daytona Chamber of Commerce
    b. First Step Shelter
    c. Roundtable of Elected Officials
    d. General Employees' Pension Plan (June 22, 2020)
    e. Police Pension Plan (June 17, 2020)

L. 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 July 21, 2020 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 City Council meeting on July 21, 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 no less than 3 hours prior to the meeting time by emailing City Clerk Robin Fenwick 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 attend virtually and speak 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 24 hours prior to the meeting date/time. Once the form is received, the meeting link and 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 16, 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.

Invocation by Pastor Tom Nelson of First United Methodist Church

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

There were none.

5. Agenda Approval

There were no changes requested by Council.

Motion to approve the Agenda as presented was made by Council Member Marilyn Ford and Seconded by Council Member Chase Tramont. Motion carried unanimously by voice vote.

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

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

CITIZEN PARTICIPATION (Non-Agenda – 20 minutes)

There were no comments from the public.

COUNCIL COMMENTS

12. Comments/Concerns from Council Members

Council Member Marilyn Ford provided details of the ArtHaus summer program being offered.

Council Member Chase Tramont asked about paint on the sidewalks in Town Park Subdivision due to the tree roots. Jake Johansson, City Manager, provided details of the project and advised Staff will work to ensure there is proper paint and warnings.

Mayor Don Burnette asked Police Chief Thomas Grimaldi to discuss how officers are trained relating to de-escalation and their policies relating to intervening. FDLE requires biased training, but the City holds this training annually.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

13. Citizen Advisory Committee for TPO

Bobby Ball provided an update from the recent meeting of the CAC.

14. Environmental Advisory Board Appointments (x3)

Mayor Don Burnette opened the floor for nominations.

Nomination to appoint Kristine Cunningham, John Macaluso, and Nancy Vaughn was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner. Motion carried unanimously by voice vote.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

15. Victoria Fahlberg of First Step Shelter

Dr. Victoria Fahlberg of First Step Shelter provided an update of the shelter construction, as well as the help provided for residents.

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)

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 was made by Vice Mayor Drew Bastian and Seconded by Council Member Marilyn Ford.

Robert Reinhagen, citizen, spoke as to the vision of the growth in the City and the balance between the east and west sides of Port Orange. He asked Council to reject the item.

Motion carried unanimously by roll call vote.

17. Second Reading - Ordinance No. 2020-8 - Emergency Preparedness and Response Ordinance

Mayor Don Burnette read Ordinance No. 2020-8.

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.

Motion to adopt Ordinance No. 2020-8 was made by Vice Mayor Drew Bastian and Seconded by Council Member Chase Tramont. Motion carried unanimously by roll call vote.

18. Second Reading - Ordinance No. 2020-9 - Feral Cats / Community Cat Program / Outdoor Feeding

Mayor Don Burnette read Ordinance No. 2020-9.

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 ESTABLISHING THE AUTHORITY TO CREATE A COMMUNITY CAT PROGRAM; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2020-9 was made by Vice Mayor Drew Bastian and Seconded by Council Member Chase Tramont.

Alan Rosen, Assistant City Manager, provided a brief overview of the ordinance. Volunteers can start the program immediately, but any penalties will be assessed after 90 days. There is a requirement to attend a class. Registration is required through the Police Department. Mayor Burnette asked Staff to monitor the number of volunteers. He doesn't want to lose volunteers. Council Member Marilyn Ford asked for a quarterly report for the first year regarding the volunteers.

Shira Wild, citizen, is outraged by this ordinance and the new program rules.

Darlene Kochendoerfer, citizen, spoke regarding the volunteers and the workings of the program.

City Clerk Robin Fenwick read public comments from Rebecca Buchanan and Pat Mihalik.

Mr. Johansson advised the Staff is open to funding for all cats that have their ears tipped.

Motion carried unanimously by roll call vote.

19. Second 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 was made by Vice Mayor Drew Bastian and Seconded by Council Member Marilyn Ford. Motion carried 4-1 by roll call vote with Council Member Chase Tramont voting no.

20. First Reading - Ordinance No. 2020-11 - Small-Scale Future Land Use Map Amendment/All Aboard Storage Taylor Road (Case No. 19-20000005)

Mayor Don Burnette read Ordinance No. 2020-11.

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.

Motion to adopt Ordinance No. 2020-11 was made by Council Member Marilyn Ford and Seconded by Vice Mayor Drew Bastian.

Penelope Cruz, Planning Manager, asked Council to open this item, along with Item #21 to be discussed together. Council agreed. Mrs. Cruz provided details of the request to change the FLU and the zoning amendment.

Tom Silk and Bill Hawkins, citizens, spoke regarding his opposition to this project due to traffic issues.

Motion carried 4-1 by roll call vote with Mayor Don Burnette voting no.

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)

Mayor Don Burnette read Ordinance No. 2020-12 and the item was discussed with Item #20.

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.

Motion to adopt Ordinance No. 2020-12 was made by Vice Mayor Drew Bastian and Seconded by Council Member Marilyn Ford. Motion carried 4-1 by roll call vote with Mayor Don Burnette voting no.

22. First Reading - Ordinance No. 2020-13 - Annexation/6156 Williamson Blvd. - Thrive Community Church (Case No. 20-10000001)

Mayor Don Burnette read Ordinance No. 2020-13.

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 BOULEVARD; REPEALING CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2020-13 was made by Vice Mayor Drew Bastian and Seconded by Council Member Chase Tramont.

Mayor Don Burnette also opened Ordinance No. 2020-14 and Ordinance No. 2020-15 to be discussed together with this item.

Mrs. Cruz provided details of the annexation, amendment to the FLU Map, and the rezoning of 6156 Williamson Blvd. (Items #22, 23, and 24)

Pastor Pete Kirstead, Thrive Community Church, spoke on the project and is looking forward to having their own building.

Motion carried unanimously by roll call vote.

23. First Reading - Ordinance No. 2020-14 - Small-Scale Future Land Use Map Amendment/6156 Williamson Blvd. - Thrive Community Church (Case No. 20-20000001)

Mayor Don Burnette read Ordinance No. 2020-14.

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.

Motion to adopt Ordinance No. 2020-14 was made by Vice Mayor Drew Bastian and Seconded by Council Member Chase Tramont. Motion carried unanimously by roll call vote.

24. First Reading - Ordinance No. 2020-15 - Rezoning/6156 Williamson Blvd. - Thrive Community Church (Case No. 20-60000001)

Mayor Don Burnette read Ordinance No. 2020-15.

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.

Motion to adopt Ordinance No. 2020-15 was made by Vice Mayor Drew Bastian and Seconded by Council Member Chase Tramont. Motion carried unanimously by roll call vote.

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)

Mayor Don Burnette read Ordinance No. 2020-16.

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.

Motion to adopt Ordinance No. 2020-16 was made by Vice Mayor Drew Bastian

and Seconded by Council Member Chase Tramont.

Mrs. Cruz provided details of the 4th Amendment to allow outdoor display of merchandise.

Council Member Marilyn Ford is concerned there may not be enough room in the traffic lanes. Mrs. Cruz explained the requirement to maintain enough distance to allow for traffic to pass.

Peter Van Rens, Kimley-Horn, spoke regarding the project and thanked Staff for their work.

Motion carried unanimously by roll call vote.

26. First Reading - Ordinance No. 2020-17 - Administrative Rezoning/4035 Nova Rd., 5245, 5279 and 4050 Nova Rd. (Case No. 20-60000002)

Mayor Don Burnette read Ordinance No. 2020-17.

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.

Motion to adopt Ordinance No. 2020-17 was made by Vice Mayor Drew Bastian and Seconded by Council Member Chase Tramont.

Mrs. Cruz provided details of the administrative rezoning of properties on Nova Road.

Motion carried unanimously by roll call vote.

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

Motion to approve subdivision replat as presented was made by Vice Mayor Drew Bastian and Seconded by Council Member Chase Tramont.

Tim Burman, Community Development Director, provided details of the replat and answered questions from Council.

Motion carried unanimously by roll call vote.

REGULAR AGENDA

28. Approval of Contract with Halifax Humane Society for Spay/Neuter Services

Motion to approve the contract as presented was made by Council Member Chase Tramont and Seconded by Council Member Scott Stiltner.

Mr. Rosen provided details of the contract and answered questions from Council.

Discussion was held regarding the budgeted amount in the contract and the capacity of Redinger Clinics. Council Member Marilyn Ford would like to use the full budget on solving the issue. Mr. Johansson will consider that option should it be needed as that would fall under his authority amount, but he advised that plan doesn't change the contract with Halifax Humane Society that is up for consideration.

Ms. Wild suggested working with the volunteers and offered her services. She is saddened that the volunteers who work with the feral cat program were not consulted for the new program. She'd like to know where the funds have gone that were budgeted since the program was discontinued in January. She is also concerned with ear tipping as people don't want to adopt an ear tipped kitten; microchip is a better option.

Robin Wissen, citizen, expressed her concerns with ear tipping.

Ms. Kochendoerfer also expressed her concerns with the program and asked Council and Staff to work with CCFAW.

Mr. Rosen addressed the ear tipping vs. microchip as the information was provided to him, which would have cost the City an additional $16.00 per animal.

Motion carried unanimously by roll call vote.

29. First Reading - Ordinance No. 2020-18 - Amending Section 5.04 of the Charter - Primary Election Date

Mayor Don Burnette read Ordinance No. 2020-18.

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.

Motion to adopt Ordinance No. 2020-18 was made by Vice Mayor Drew Bastian and Seconded by Council Member Chase Tramont. Motion carried unanimously by roll call vote.

ADDITIONAL ITEMS

30. City Attorney
    a. City Attorney Evaluation

Council provided feedback regarding his performance. Positive remarks were made regarding his availability, knowledge, transparency, and honesty.

31. City Manager

Shade meeting was scheduled for Tuesday, June 23, 2020 at 6:45 p.m.

    a. City Manager Evaluation

Council provided feedback on the City Manager's performance. Mayor Don Burnette will meet with the City Manager before providing his feedback.

COUNCIL COMMITTEE REPORTS

32. City Council Committee Reports
    a. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette provided an update on upcoming events.
    b. First Step Shelter - Report provided by Victoria Fahlberg previously.
    c. Roundtable of Elected Officials - Mayor Don Burnette advised they are postponed until September.

ADJOURNMENT - 9:47 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk

CITY COUNCIL WORKSHOP MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
JUNE 23, 2020

THE CITY COUNCIL SPECIAL MEETING/WORKSHOP of the City of Port Orange was called to order by Mayor Donald O. Burnette at 5:00 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 Assistant City Clerk Shelby Field

ACTION ITEMS

4. Second Reading - Ordinance No. 2020-18 - Amending Section 5.04 of the Charter - Primary Election Date

Mayor Don Burnette read Ordinance No. 2020-18.

ORDINANCE NO 2020-18

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.

Motion to adopt Ordinance No. 2020-18 was made by Vice Mayor Drew Bastian and Seconded by Council Member Chase Tramont. Motion carried unanimously by roll call vote.

DISCUSSION ITEMS

5. Presentation and discussion of the proposed Draft Capital Improvements Plan - FY21 - 26

Scott Neils, Finance Director, provided a presentation on the proposed Capital Improvements Plan for Fiscal year 2021 through Fiscal Year 2025 and answered questions from Council.

Lynn Stevens, Public Works/Utilities Director, answered questions from Council regarding various Public Works projects.

Ken Fustin, Fire Chief, answered questions regarding the proposed budget for the Fire Department.

ADJOURNMENT – 6:42 p.m.

_____
Mayor Donald O. Burnette

Attest:

_____
Robin Fenwick, MMC
City Clerk

CITY COUNCIL WORKSHOP MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
JULY 14, 2020

THE CITY COUNCIL WORKSHOP of the City of Port Orange was called to order by Mayor Donald O. Burnette at 5:00 p.m.

Silent Invocation

Pledge of Allegiance

Roll Call	Present:	Council Member Marilyn Ford Council Member Chase Tramont (arrived late) Council Member Scott Stiltner Vice Mayor Drew Bastian Mayor Donald Burnette
	Also Present:	City Manager Jake Johansson City Attorney Matthew Jones Assistant City Clerk Shelby Field

Mayor Burnette asked Council if they wanted to discuss masks first as there were members of the public present. Council decided to wait until the end in case more citizens arrive late.

DISCUSSION ITEMS

4. Review of General Fund Budget

Scott Neils, Finance Director, provided a presentation on the General Fund Budget and answered questions from Council.

Jake Johansson, City Manager, provided supplemental information and answered questions from Council. He informed Council that the Axon Body Camera contract is currently under his approval authority but is also on the July 21, 2020 agenda to get councils input.

Tim Burman, Community Development Director, provided clarification about the licensing costs for the building permit software in their budget.

Thomas Grimaldi, Chief of Police, discussed the police budget as it relates to maintenance of speed signs.

Lynn Stevens, Public Utilities/Works Director, discussed the changes in their budget. They have lowered costs in personnel but have a slight increase in operational expenditures.

Mr. Johansson provided information on where the current millage rate is at, what the desired rollback is, and what would need to be addressed to achieve that. Council discussed their desire to see the millage rate lowered and how they can achieve that.

Mayor called a 7-minute recess at 7:03 p.m.

5. Discussion regarding face masks

Mayor Burnette discussed how the state is leaving it up to individual communities to determine facemask requirements, if any. He believes education is important as people are more likely to do something when they want to as oppose to when they are required to. He would like to issue some sort of mandate or resolution in support of mandatory masks.

Councilmember Stiltner would like to see everyone following CDC guidelines, but doesn't agree with passing down an unenforceable mandate.

Vice Mayor Bastian agrees with Councilmember Stiltner's concerns regarding enforcement and doesn't see a mask mandate truly impacting the positivity rate of COVID cases.

Councilmember Tramont spoke regarding the communication he has received on both sides the last couple weeks. He does not support a mask mandate.

Councilmember Ford is uncomfortable with the government making a rule about masks and agrees with previous concerns about enforcement.

Mayor Burnette read comments submitted by Noreen Seoane into the record.

Robert Reinhagen, citizen, believes that wearing a mask helps prevent the spread of the virus from the wearer and is in support of mandating masks.

Jim Schultz, citizen, is against mandating masks.

John Barrington, citizen, is in favor of mandating masks.

Mr. Johansson provided information about what the city can currently enforce, what staff is encouraged to do, and what precautions are being taken at city hall.

Chief Grimaldi spoke to the enforcement concerns raised, agreeing it would be difficult for the officers to enforce especially while they are already understaffed. He urged Council not to issue a mandate.

ADJOURNMENT – 8:04 p.m.

_____
Mayor Donald O. Burnette

Attest:

_____
Robin Fenwick, MMC, City Clerk

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/21/2020

Consent item: Yes

SUBJECT: (B7a) Approval of Lease Extension and Increase with Clear Channel Outdoors for Billboards on I-4

DEPARTMENT: City Manager

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve lease extension and increase with Clear Channel Outdoors for billboards on I-4.

SUMMARY: The city leases 5 small parcels of land to Clear Channel Outdoors for billboards on I-4 that expired last year. At the end of 2019, the city and Clear Channel agreed to a 1-year lease extension to the end of 2020. This was to give more time for the two parties to negotiate a new lease agreement.

Staff has been negotiating with Clear Channel since that time and we have come to a tentative agreement. Changes include an overall increase in rent of 12% ($4,225) beginning in January 2021. In addition, rent will increase by 2% every year after that until the leases expire on December 31, 2035. The revenue for these leases helps to support the Forestry Management Fund (i.e., this is not General Fund revenue).

The detail on each of the 5 billboard locations and their proposed 2021 rent are included here.

Lease Number	Tag #	Panel	Road	Current Rent	Proposed Rent	Difference	% Change
13140	BS425	3122	I-4	$ 6,955	$ 7,500	$ 545	8%
13140A	BS427	3137	I-4	$ 6,955	$ 7,000	$ 45	1%
70137	BS426	1068	I-4	$ 6,955	$ 7,250	$ 295	4%
70137A	BS423	1095	I-4	$ 6,955	$ 9,250	$ 2,295	33%
70137B	BS422	1211	I-4	$ 6,955	$ 8,000	$ 1,045	15%
Total				$ 34,775	$ 39,000	$ 4,225	12%

Project No.: Funding Account No.: Forestry Management Fund

Presenter: Alan Rosen

ATTACHMENTS:

1.	Clear Channel Billboard Lease 13140A	SKM_C754e20070811391.pdf
2.	Clear Channel Billboard Lease 70137	SKM_C754e20070811410.pdf
3.	Clear Channel Billboard Lease 70137A	SKM_C754e20070811400.pdf
4.	Clear Channel Billboard Lease 70137B	SKM_C754e20070811401.pdf
5.	Clear Channel Billboard Lease13140	SKM_C754e20070811390.pdf

Robin Fenwick	Created/Initiated - 6/16/2020
Lynn Stevens	Approved - 6/16/2020
Scott Neils	Approved - 6/16/2020
Matthew Jones	Approved - 7/8/2020
Jake Johansson	Approved - 7/8/2020
Robin Fenwick	Final Approval - 7/8/2020

LEASE **#13140A**
PANEL **3137**
COUNTY **VOLUSIA**
STATE OF FLORIDA

Amended and Restated Lease Agreement

1. This Amended and Restated Lease Agreement ("Lease") is made and entered into between **CITY OF PORT ORANGE, FLORIDA** a chartered municipal corporation, 1000 City Center Circle, Port Orange, Florida 32129 ("Landlord") and **CLEAR CHANNEL OUTDOOR, LLC.,** a Delaware limited liability company with its principal address at 20880 Stone Oak Parkway, San Antonio, Texas 78259, successor in interest to Clear Channel Outdoor, Inc.("Tenant"). Landlord hereby leases to Tenant a portion of Landlord's real estate ("Landlord's Parcel") on which a certain outdoor advertising sign structure is located, said portion being commonly known as 1-4 S/S 3.70 MI W/O US 1-95 CCO BOARD #3137, in the County of VOLUSIA in the State of Florida ("Property"). The tax parcel number for Landlord's Parcel on which the described sign structure is located is 6207-00-00-0031. The Property is leased for the purpose of maintaining, operating, improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures, including, without limitation, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as Tenant may place thereon (collectively, the "Structures"). Landlord makes no representation or warranty that electrical power supply or connections are available to the Property or the Structures. Tenant shall have the right to illuminate the Structures at its sole cost, risk and expense, if electrical supply and connections are available to Tenant. This Lease includes all necessary rights of ingress and egress, over Landlord's Parcel and adjoining property of Landlord to the Property, on a route and course determined by Landlord, provided that such right of ingress and egress is granted subject to the express conditions that Tenant or Tenant's agent provide Landlord no less than four (4) days notice of its need to access the Property. Tenant may license the use of the Structures, or any portion thereof, for use as an outdoor advertising sign structure.

2. This Lease shall be in effect for a term of THIRTYTWO (32) years, commencing on JANUARY 1, 2004 AND EXPIRING ON DECEMBER 31, 2035.

3. Rent at the rate of $5,000.00 PER YEAR shall be payable to Landlord on January 1, 2004, and a like amount on the first day of January of each and every year thereafter, concluding January 1, 2020. Commencing on January 1, 2004, and continuing on the first day of January of each and every year thereafter to and including January 1, 2020, Tenant shall pay to Landlord additional adjusted rent based on the annual rental amount due as set forth herein, equal to 100% of any increase in the cost of doing business as measured by fluctuations in the Consumer Price Index (CPI), Southeast Florida Urban Consumers, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the preceding twelve (12) month lease period. Such additional adjusted rent shall be calculated, applied to and compounded on each yearly rental amount due, as such rental amount due is cumulatively increased from time to time by all additional adjusted rent amounts calculated and paid hereunder for prior rental periods. Landlord and Tenant

acknowledge that Landlord has been paid all rents due between January 1, 2004 and December 31, 2020. Commencing January 1, 2021, rent shall be paid at the rate of $7,000.00 PER YEAR with a 2% increase each Lease year thereafter. The annual rent shall be payable to Landlord in advance on or before the first day of each Lease year (prorated for any partial months). Tenant shall be solely responsible for any taxes assessed against the leasehold interest.

4. If ownership of the Property changes, Landlord shall promptly notify Tenant of such change. Prior to transferring ownership of the Property, Landlord shall furnish the new owner with a copy of this Lease.

5. Tenant is the owner of the Structures and has the right to remove the Structures at any time or within thirty (30) days following the termination of this Lease. If Tenant is required to remove the Structure, Tenant shall repair any damaged caused by the removal of the Structures and restore the Property to a condition substantially similar to its pre-Structure condition. During the term of this Lease, Tenant has the sole right and the obligation to make any necessary applications with, and obtain permits from, governmental entities for the construction, use and maintenance of the Structures, and Landlord hereby grants Tenant a limited power of attorney for this purpose. All such permits shall remain the property of Tenant. Any failure by Tenant to fully comply with any required zoning, permitting or other legal or administrative requirement in respect to Structures shall constitute an event of default under this Lease and shall cause this Lease to immediately terminate without the necessity of any other act. Any improvement, replacements, or other modifications to the Structures shall conform and comply with the then current version of the building construction codes imposed within the City of Port Orange. Any failure by Tenant to fully comply with any maintenance requirement in respect to Structures shall constitute an event of default under this lease and shall cause this Lease to immediately terminate without the necessity of any other act.

6. Tenant shall carry commercial general liability insurance with such coverage and limits of liability of not less than $1,000,000.00 per occurrence including property damage. Upon each year of this agreement that is evenly divisible by three (3) the City may require reasonable increases for such coverage and limits to an amount as is determined in the sole discretion of the City Manager for the City of Port Orange on behalf of the Landlord and shall be effective upon thirty (30) days advance written notice to the Tenant. Such insurance shall name Landlord as an additional insured with respect to the Leased Property, shall be issued by an insurance company authorized to do business in the state in which the Leased Property is located and shall provide thirty (30) days prior written notice to Landlord of any cancellation of such policy. On or before the Commencement Date, Tenant shall deliver to Landlord a certificate evidencing that such insurance is in effect, and, thereafter, Tenant shall deliver to Landlord a renewal certificate evidencing that such insurance is in effect within ten (10) business days of Landlord's request for such certificate. Any insurance required to be provided by Tenant under this paragraph may be provided by a blanket insurance policy covering the Leased Property and other properties of Tenant, provided such blanket insurance policy complies with all of the other requirements of this Lease with respect to the type and amount of insurance required. Tenant may also fulfill its requirements under this paragraph through a program of self-insurance. If Tenant elects to self-insure, Tenant shall furnish Landlord with a letter stating that a self-insurance program is in effect that provides for the same, or greater, coverage than required of Tenant herein.

7. Landlord shall not place or maintain any object on the Property or any neighboring property owned or controlled by Landlord that would obstruct the view of the advertising copy on the Structures. If Landlord fails to remove any such obstruction within thirty (30) days after notice from Tenant, Tenant may in its sole discretion cancel this Lease, remove any or all of the Structures, and receive all pre-paid rent for any unexpired term of this Lease. Tenant, with Landlord's consent, may trim any trees and vegetation currently on the Property to prevent obstructions.

8. If: (a) the view of the Structures' advertising copy becomes entirely or partially obstructed and such obstruction cannot be removed; (b) the Property cannot safely be used for the erection or maintenance of the Structures for any reason; (c) Tenant is unable to obtain or maintain any necessary permit for the erection, use and/or maintenance of the Structures; or (d) the Structures' use is prevented by law, or Tenant is required by any governmental entity to reduce the number of billboards operated by it in the city, county or state in which the Structures are located; then Tenant may immediately cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease.

9. If the Structures or the Property, or any part thereof, are condemned by proper authorities, taken without the exercise of eminent domain, whether permanently or temporarily, or any right-of-way from which the Structures are visible is relocated, Tenant shall have the right to terminate this Lease upon not less than thirty (30) days' notice and to receive all pre-paid rent for any unexpired term of this Lease. Tenant shall be entitled to claim compensation from the condemning authority and other remedies provided by law, including, without limitation, just compensation for the taking of the Structures and Tenant's leasehold interest in this Lease, and/or relocation assistance, all solely from the condemning authority. Landlord shall assert no rights in such interests. If condemnation proceedings are initiated, Landlord shall use its best efforts to include Tenant as a party thereto. No right of termination set forth anywhere in this Lease, except for the default of the Tenant, may be exercised prior to the sale to any entity with the power of eminent domain or by or for the benefit of any entity with the power of eminent domain.

10. Landlord represents that it is the owner (or owner's authorized agent) of the Property and has the authority to enter into this Lease.

11. If the Property is currently encumbered by a deed of trust or mortgage, ground lease or other similar encumbrance, Landlord shall deliver to Tenant on or before the commencement date hereof a non-disturbance agreement in a form reasonably acceptable to Tenant.

12. Tenant shall defend, indemnify and hold Landlord harmless from all injuries to the Property, Structures or third persons caused by Tenant, Tenant's employees, agents, licensees and contractors. Landlord shall indemnify and hold Tenant harmless from all injuries to Structures or third persons caused by Landlord, Landlord's employees, agents, licensees and contractors. Tenant shall carry hazard, liability and workers compensation insurance during the full term of this Lease in respect to the Property and Structures, with policy limits of each not less than one million dollars, and shall name Landlord as an additional insured on such hazard and liability policies.

13. This Lease is binding upon the assigns and successors of both Landlord and Tenant. Either Party shall have the absolute right to assign or sublet this Lease.

14. Any notice to any party under this Lease shall be in writing by certified or registered mail, to the addressed shown above, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified within this Lease, or (b) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

15. If suit is brought or an attorney fees are incurred to enforce the terms of this Lease because the other party breached this Lease, the prevailing party in any such action shall be entitled to reimbursement for reasonable attorneys' fees and all related costs and expenses.

16. Neither Landlord nor Tenant shall be bound by any terms, conditions or oral representations that are not set forth in this Lease. This Lease represents the entire agreement of Tenant and Landlord with respect to the Structures and the Property and supersedes any previous agreement. Landlord hereby grants Tenant all rights necessary to record a memorandum of this Lease executed by Landlord.

[*SIGNATURE PAGE TO FOLLOW*]

This Amended and Restated Lease Agreement for Panel **3137** is executed the date and year set forth hereinafter.

CLEAR CHANNEL OUTDOOR, LLC.

Witness: _____
(Print Name) Brent Davis

By: _____
Craig Swygert
Title: President, Central FL Markets

Witness: _____
(Print Name) Shiraz Malul

Date: 6/30/20

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF ~~VOLUSIA~~ Orange

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 30th day of June, 2020, by Craig Swygert, President of the Central Florida Markets of Clear Channel Outdoor, LLC., Atlantic Coast Division, and by Brent Davis and Shiraz Malul, the witnesses, on the 30th day of June, 2020, all of whom personally appeared before me. Craig Swygert is personally known to me or has produced _____ as identification. Brent Davis is personally known to me or has produced _____ as identification. Shiraz Malul is personally known to me or has produced _____ as identification.

BRENDA D. BASS
Commission # GG 960048
Expires May 23, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

Brenda D Bass
Notary Public
Brenda D. Bass
(type/print name)
My commission expires: May 23, 2020
Commission No.: GG 960048

CITY OF PORT ORANGE, FLORIDA

Witness: _____ **By:** _____
(Print Name) _____ **Donald O. Burnette, Mayor**

Witness: _____ **Attest:** _____
(Print Name) _____ **Robin L. Fenwick, MMC, City Clerk**
_____

Date: _____

(Corporate Seal)

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, the Mayor for the City of Port Orange, Florida, and by Robin L. Fenwick, MMC, as City Clerk for the City of Port Orange, Florida and by _____ and _____, the witnesses, on the _____ day of _____, 2020, all of whom personally appeared before me. _____ is personally known to me or has produced _____ as identification. _____ is personally known to me or has produced _____ as identification. _____ is personally known to me or has produced _____ as identification.

_____
Notary Public

_____
(type/print name)
My commission expires:

Commission No.:

LEASE #70137
PANEL 1068
COUNTY VOLUSIA
STATE OF FLORIDA

Amended and Restated Lease Agreement

1. This Amended and Restated Lease Agreement ("Lease") is made and entered into between **CITY OF PORT ORANGE, FLORIDA** a chartered municipal corporation, 1000 City Center Circle, Port Orange, Florida 32129 ("Landlord") and **CLEAR CHANNEL OUTDOOR, LLC.,** a Delaware limited liability company with its principal address at 20880 Stone Oak Parkway, San Antonio, Texas 78259, successor in interest to Clear Channel Outdoor, Inc.("Tenant"). Landlord hereby leases to Tenant a portion of Landlord's real estate ("Landlord's Parcel") on which a certain outdoor advertising sign structure is located, said portion being commonly known as 1-4 S/S .91 MI W/O US 92 CCO BOARD #1068, in the County of VOLUSIA in the State of Florida ("Property"). The tax parcel number for Landlord's Parcel on which the described sign structure is located is 6207-00-00-0031. The Property is leased for the purpose of maintaining, operating, improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures, including, without limitation, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as Tenant may place thereon (collectively, the "Structures"). Landlord makes no representation or warranty that electrical power supply or connections are available to the Property or the Structures. Tenant shall have the right to illuminate the Structures at its sole cost, risk and expense, if electrical supply and connections are available to Tenant. This Lease includes all necessary rights of ingress and egress, over Landlord's Parcel and adjoining property of Landlord to the Property, on a route and course determined by Landlord, provided that such right of ingress and egress is granted subject to the express conditions that Tenant or Tenant's agent provide Landlord no less than four (4) days notice of its need to access the Property. Tenant may license the use of the Structures, or any portion thereof, for use as an outdoor advertising sign structure.

2. This Lease shall be in effect for a term of THIRTYTWO (32) years, commencing on JANUARY 1, 2004 AND EXPIRING ON DECEMBER 31, 2035.

3. Rent at the rate of $5,000.00 PER YEAR shall be payable to Landlord on January 1, 2004, and a like amount on the first day of January of each and every year thereafter, concluding January 1, 2020. Commencing on January 1, 2004, and continuing on the first day of January of each and every year thereafter to and including January 1, 2020, Tenant shall pay to Landlord additional adjusted rent based on the annual rental amount due as set forth herein, equal to 100% of any increase in the cost of doing business as measured by fluctuations in the Consumer Price Index (CPI), Southeast Florida Urban Consumers, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the preceding twelve (12) month lease period. Such additional adjusted rent shall be calculated, applied to and compounded on each yearly rental amount due, as such rental amount due is cumulatively increased from time to time by all additional adjusted rent amounts calculated and paid hereunder for prior rental periods. Landlord and Tenant

acknowledge that Landlord has been paid all rents due between January 1, 2004 and December 31, 2020. Commencing January 1, 2021, rent shall be paid at the rate of $7,250.00 PER YEAR with a 2% increase each Lease year thereafter. The annual rent shall be payable to Landlord in advance on or before the first day of each Lease year (prorated for any partial months). Tenant shall be solely responsible for any taxes assessed against the leasehold interest.

4. If ownership of the Property changes, Landlord shall promptly notify Tenant of such change. Prior to transferring ownership of the Property, Landlord shall furnish the new owner with a copy of this Lease.

5. Tenant is the owner of the Structures and has the right to remove the Structures at any time or within thirty (30) days following the termination of this Lease. If Tenant is required to remove the Structure, Tenant shall repair any damaged caused by the removal of the Structures and restore the Property to a condition substantially similar to its pre-Structure condition. During the term of this Lease, Tenant has the sole right and the obligation to make any necessary applications with, and obtain permits from, governmental entities for the construction, use and maintenance of the Structures, and Landlord hereby grants Tenant a limited power of attorney for this purpose. All such permits shall remain the property of Tenant. Any failure by Tenant to fully comply with any required zoning, permitting or other legal or administrative requirement in respect to Structures shall constitute an event of default under this Lease and shall cause this Lease to immediately terminate without the necessity of any other act. Any improvement, replacements, or other modifications to the Structures shall conform and comply with the then current version of the building construction codes imposed within the City of Port Orange. Any failure by Tenant to fully comply with any maintenance requirement in respect to Structures shall constitute an event of default under this lease and shall cause this Lease to immediately terminate without the necessity of any other act.

6. Tenant shall carry commercial general liability insurance with such coverage and limits of liability of not less than $1,000,000.00 per occurrence including property damage. Upon each year of this agreement that is evenly divisible by three (3) the City may require reasonable increases for such coverage and limits to an amount as is determined in the sole discretion of the City Manager for the City of Port Orange on behalf of the Landlord and shall be effective upon thirty (30) days advance written notice to the Tenant. Such insurance shall name Landlord as an additional insured with respect to the Leased Property, shall be issued by an insurance company authorized to do business in the state in which the Leased Property is located and shall provide thirty (30) days prior written notice to Landlord of any cancellation of such policy. On or before the Commencement Date, Tenant shall deliver to Landlord a certificate evidencing that such insurance is in effect, and, thereafter, Tenant shall deliver to Landlord a renewal certificate evidencing that such insurance is in effect within ten (10) business days of Landlord's request for such certificate. Any insurance required to be provided by Tenant under this paragraph may be provided by a blanket insurance policy covering the Leased Property and other properties of Tenant, provided such blanket insurance policy complies with all of the other requirements of this Lease with respect to the type and amount of insurance required. Tenant may also fulfill its requirements under this paragraph through a program of self-insurance. If Tenant elects to self-insure, Tenant shall furnish Landlord with a letter stating that a self-insurance program is in effect that provides for the same, or greater, coverage than required of Tenant herein.

7. Landlord shall not place or maintain any object on the Property or any neighboring property owned or controlled by Landlord that would obstruct the view of the advertising copy on the Structures. If Landlord fails to remove any such obstruction within thirty (30) days after notice from Tenant, Tenant may in its sole discretion cancel this Lease, remove any or all of the Structures, and receive all pre-paid rent for any unexpired term of this Lease. Tenant, with Landlord's consent, may trim any trees and vegetation currently on the Property to prevent obstructions.

8. If: (a) the view of the Structures' advertising copy becomes entirely or partially obstructed and such obstruction cannot be removed; (b) the Property cannot safely be used for the erection or maintenance of the Structures for any reason; (c) Tenant is unable to obtain or maintain any necessary permit for the erection, use and/or maintenance of the Structures; or (d) the Structures' use is prevented by law, or Tenant is required by any governmental entity to reduce the number of billboards operated by it in the city, county or state in which the Structures are located; then Tenant may immediately cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease.

9. If the Structures or the Property, or any part thereof, are condemned by proper authorities, taken without the exercise of eminent domain, whether permanently or temporarily, or any right-of-way from which the Structures are visible is relocated, Tenant shall have the right to terminate this Lease upon not less than thirty (30) days' notice and to receive all pre-paid rent for any unexpired term of this Lease. Tenant shall be entitled to claim compensation from the condemning authority and other remedies provided by law, including, without limitation, just compensation for the taking of the Structures and Tenant's leasehold interest in this Lease, and/or relocation assistance, all solely from the condemning authority. Landlord shall assert no rights in such interests. If condemnation proceedings are initiated, Landlord shall use its best efforts to include Tenant as a party thereto. No right of termination set forth anywhere in this Lease, except for the default of the Tenant, may be exercised prior to the sale to any entity with the power of eminent domain or by or for the benefit of any entity with the power of eminent domain.

10. Landlord represents that it is the owner (or owner's authorized agent) of the Property and has the authority to enter into this Lease.

11. If the Property is currently encumbered by a deed of trust or mortgage, ground lease or other similar encumbrance, Landlord shall deliver to Tenant on or before the commencement date hereof a non-disturbance agreement in a form reasonably acceptable to Tenant.

12. Tenant shall defend, indemnify and hold Landlord harmless from all injuries to the Property, Structures or third persons caused by Tenant, Tenant's employees, agents, licensees and contractors. Landlord shall indemnify and hold Tenant harmless from all injuries to Structures or third persons caused by Landlord, Landlord's employees, agents, licensees and contractors. Tenant shall carry hazard, liability and workers compensation insurance during the full term of this Lease in respect to the Property and Structures, with policy limits of each not less than one million dollars, and shall name Landlord as an additional insured on such hazard and liability policies.

13. This Lease is binding upon the assigns and successors of both Landlord and Tenant. Either Party shall have the absolute right to assign or sublet this Lease.

14. Any notice to any party under this Lease shall be in writing by certified or registered mail, to the addressed shown above, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified within this Lease, or (b) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

15. If suit is brought or an attorney fees are incurred to enforce the terms of this Lease because the other party breached this Lease, the prevailing party in any such action shall be entitled to reimbursement for reasonable attorneys' fees and all related costs and expenses.

16. Neither Landlord nor Tenant shall be bound by any terms, conditions or oral representations that are not set forth in this Lease. This Lease represents the entire agreement of Tenant and Landlord with respect to the Structures and the Property and supersedes any previous agreement. Landlord hereby grants Tenant all rights necessary to record a memorandum of this Lease executed by Landlord.

[*SIGNATURE PAGE TO FOLLOW*]

This Amended and Restated Lease Agreement for Panel **1068** is executed the date and year set forth hereinafter.

CLEAR CHANNEL OUTDOOR, LLC.

Witness: _____ **By:** _____
(Print Name) Brent Davis
Craig Swygert
Title: President, Central FL Markets

Witness: _____
(Print Name) Shiraz Malul **Date:** 6/30/20

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF ~~VOLUSIA~~ Orange

The foregoing instrument was acknowledged before me by means of X physical presence or ☐ online notarization, this 30th day of June, 2020, by Craig Swygert, the President of the Central Florida Markets of Clear Channel Outdoor, LLC., Atlantic Coast Division, and by Brent Davis and Shiraz Malul, the witnesses, on the 30th day of June, 2020, all of whom personally appeared before me. Brent Davis is personally known to me or has produced _____ as identification. Shiraz Malul is personally known to me or has produced _____ as identification. Craig Swygert is personally known to me or has produced _____ as identification.

BRENDA D. BASS
Commission # GG 960048
Expires May 23, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

Brenda D Bass
Notary Public
Brenda D. Bass
(type/print name)
My commission expires: May 23, 2024
Commission No.: GG 960048

CITY OF PORT ORANGE, FLORIDA

Witness: _____ **By:** _____
(Print Name) _____ **Donald O. Burnette, Mayor**

Witness: _____ **Attest:** _____
(Print Name) _____ **Robin L. Fenwick, MMC, City Clerk**
_____

Date: _____

(Corporate Seal)

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, the Mayor for the City of Port Orange, Florida, and by Robin L. Fenwick, MMC, City Clerk for the City of Port Orange, Florida and by _____ and _____, the witnesses, on the _____ day of _____, 2020, all of whom personally appeared before me. _____ is personally known to me or has produced _____ as identification. _____ is personally known to me or has produced _____ as identification. _____ is personally known to me or has produced _____ as identification.

_____
Notary Public

_____
(type/print name)
My commission expires:

Commission No.:

LEASE #70137A
PANEL 1095
COUNTY VOLUSIA
STATE OF FLORIDA

Amended and Restated
Lease Agreement

1. This Amended and Restated Lease Agreement ("Lease") is made and entered into between **CITY OF PORT ORANGE, FLORIDA** a chartered municipal corporation, 1000 City Center Circle, Port Orange, Florida 32129 ("Landlord") and **CLEAR CHANNEL OUTDOOR, LLC.,** a Delaware limited liability company with its principal address at 20880 Stone Oak Parkway, San Antonio, Texas 78259, successor in interest to Clear Channel Outdoor, Inc.("Tenant"). Landlord hereby leases to Tenant a portion of Landlord's real estate ("Landlord's Parcel") on which a certain outdoor advertising sign structure is located, said portion being commonly known as 1-4 S/S 1.06 MI W/O US 92 CCO BOARD #1095, in the County of VOLUSIA in the State of Florida ("Property"). The tax parcel number for Landlord's Parcel on which the described sign structure is located is 6207-00-00-0031. The Property is leased for the purpose of maintaining, operating, improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures, including, without limitation, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as Tenant may place thereon (collectively, the "Structures"). Landlord makes no representation or warranty that electrical power supply or connections are available to the Property or the Structures. Tenant shall have the right to illuminate the Structures at its sole cost, risk and expense, if electrical supply and connections are available to Tenant. This Lease includes all necessary rights of ingress and egress, over Landlord's Parcel and adjoining property of Landlord to the Property, on a route and course determined by Landlord, provided that such right of ingress and egress is granted subject to the express conditions that Tenant or Tenant's agent provide Landlord no less than four (4) days notice of its need to access the Property. Tenant may license the use of the Structures, or any portion thereof, for use as an outdoor advertising sign structure.

2. This Lease shall be in effect for a term of THIRTYTWO (32) years, commencing on JANUARY 1, 2004 AND EXPIRING ON DECEMBER 31, 2035.

3. Rent at the rate of $5,000.00 PER YEAR shall be payable to Landlord on January 1, 2004, and a like amount on the first day of January of each and every year thereafter, concluding January 1, 2020. Commencing on January 1, 2004, and continuing on the first day of January of each and every year thereafter to and including January 1, 2020, Tenant shall pay to Landlord additional adjusted rent based on the annual rental amount due as set forth herein, equal to 100% of any increase in the cost of doing business as measured by fluctuations in the Consumer Price Index (CPI), Southeast Florida Urban Consumers, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the preceding twelve (12) month lease period. Such additional adjusted rent shall be calculated, applied to and compounded on each yearly rental amount due, as such rental amount due is cumulatively increased from time to time by all additional adjusted rent amounts calculated and paid hereunder for prior rental periods. Landlord and Tenant

acknowledge that Landlord has been paid all rents due between January 1, 2004 and December 31, 2020. Commencing January 1, 2021, rent shall be paid at the rate of $9,250.00 PER YEAR with a 2% increase each Lease year thereafter. The annual rent shall be payable to Landlord in advance on or before the first day of each Lease year (prorated for any partial months). Tenant shall be solely responsible for any taxes assessed against the leasehold interest.

4. If ownership of the Property changes, Landlord shall promptly notify Tenant of such change. Prior to transferring ownership of the Property, Landlord shall furnish the new owner with a copy of this Lease.

5. Tenant is the owner of the Structures and has the right to remove the Structures at any time or within thirty (30) days following the termination of this Lease. If Tenant is required to remove the Structure, Tenant shall repair any damaged caused by the removal of the Structures and restore the Property to a condition substantially similar to its pre-Structure condition. During the term of this Lease, Tenant has the sole right and the obligation to make any necessary applications with, and obtain permits from, governmental entities for the construction, use and maintenance of the Structures, and Landlord hereby grants Tenant a limited power of attorney for this purpose. All such permits shall remain the property of Tenant. Any failure by Tenant to fully comply with any required zoning, permitting or other legal or administrative requirement in respect to Structures shall constitute an event of default under this Lease and shall cause this Lease to immediately terminate without the necessity of any other act. Any improvement, replacements, or other modifications to the Structures shall conform and comply with the then current version of the building construction codes imposed within the City of Port Orange. Any failure by Tenant to fully comply with any maintenance requirement in respect to Structures shall constitute an event of default under this lease and shall cause this Lease to immediately terminate without the necessity of any other act.

6. Tenant shall carry commercial general liability insurance with such coverage and limits of liability of not less than $1,000,000.00 per occurrence including property damage. Upon each year of this agreement that is evenly divisible by three (3) the City may require reasonable increases for such coverage and limits to an amount as is determined in the sole discretion of the City Manager for the City of Port Orange on behalf of the Landlord and shall be effective upon thirty (30) days advance written notice to the Tenant. Such insurance shall name Landlord as an additional insured with respect to the Leased Property, shall be issued by an insurance company authorized to do business in the state in which the Leased Property is located and shall provide thirty (30) days prior written notice to Landlord of any cancellation of such policy. On or before the Commencement Date, Tenant shall deliver to Landlord a certificate evidencing that such insurance is in effect, and, thereafter, Tenant shall deliver to Landlord a renewal certificate evidencing that such insurance is in effect within ten (10) business days of Landlord's request for such certificate. Any insurance required to be provided by Tenant under this paragraph may be provided by a blanket insurance policy covering the Leased Property and other properties of Tenant, provided such blanket insurance policy complies with all of the other requirements of this Lease with respect to the type and amount of insurance required. Tenant may also fulfill its requirements under this paragraph through a program of self-insurance. If Tenant elects to self-insure, Tenant shall furnish Landlord with a letter stating that a self-insurance program is in effect that provides for the same, or greater, coverage than required of Tenant herein.

7. Landlord shall not place or maintain any object on the Property or any neighboring property owned or controlled by Landlord that would obstruct the view of the advertising copy on the Structures. If Landlord fails to remove any such obstruction within thirty (30) days after notice from Tenant, Tenant may in its sole discretion cancel this Lease, remove any or all of the Structures, and receive all pre-paid rent for any unexpired term of this Lease. Tenant, with Landlord's consent, may trim any trees and vegetation currently on the Property to prevent obstructions.

8. If: (a) the view of the Structures' advertising copy becomes entirely or partially obstructed and such obstruction cannot be removed; (b) the Property cannot safely be used for the erection or maintenance of the Structures for any reason; (c) Tenant is unable to obtain or maintain any necessary permit for the erection, use and/or maintenance of the Structures; or (d) the Structures' use is prevented by law, or Tenant is required by any governmental entity to reduce the number of billboards operated by it in the city, county or state in which the Structures are located; then Tenant may immediately cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease.

9. If the Structures or the Property, or any part thereof, are condemned by proper authorities, taken without the exercise of eminent domain, whether permanently or temporarily, or any right-of-way from which the Structures are visible is relocated, Tenant shall have the right to terminate this Lease upon not less than thirty (30) days' notice and to receive all pre-paid rent for any unexpired term of this Lease. Tenant shall be entitled to claim compensation from the condemning authority and other remedies provided by law, including, without limitation, just compensation for the taking of the Structures and Tenant's leasehold interest in this Lease, and/or relocation assistance, all solely from the condemning authority. Landlord shall assert no rights in such interests. If condemnation proceedings are initiated, Landlord shall use its best efforts to include Tenant as a party thereto. No right of termination set forth anywhere in this Lease, except for the default of the Tenant, may be exercised prior to the sale to any entity with the power of eminent domain or by or for the benefit of any entity with the power of eminent domain.

10. Landlord represents that it is the owner (or owner's authorized agent) of the Property and has the authority to enter into this Lease.

11. If the Property is currently encumbered by a deed of trust or mortgage, ground lease or other similar encumbrance, Landlord shall deliver to Tenant on or before the commencement date hereof a non-disturbance agreement in a form reasonably acceptable to Tenant.

12. Tenant shall defend, indemnify and hold Landlord harmless from all injuries to the Property, Structures or third persons caused by Tenant, Tenant's employees, agents, licensees and contractors. Landlord shall indemnify and hold Tenant harmless from all injuries to Structures or third persons caused by Landlord, Landlord's employees, agents, licensees and contractors. Tenant shall carry hazard, liability and workers compensation insurance during the full term of this Lease in respect to the Property and Structures, with policy limits of each not less than one million dollars, and shall name Landlord as an additional insured on such hazard and liability policies.

13. This Lease is binding upon the assigns and successors of both Landlord and Tenant. Either Party shall have the absolute right to assign or sublet this Lease.

14. Any notice to any party under this Lease shall be in writing by certified or registered mail, to the addressed shown above, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified within this Lease, or (b) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

15. If suit is brought or an attorney fees are incurred to enforce the terms of this Lease because the other party breached this Lease, the prevailing party in any such action shall be entitled to reimbursement for reasonable attorneys' fees and all related costs and expenses.

16. Neither Landlord nor Tenant shall be bound by any terms, conditions or oral representations that are not set forth in this Lease. This Lease represents the entire agreement of Tenant and Landlord with respect to the Structures and the Property and supersedes any previous agreement. Landlord hereby grants Tenant all rights necessary to record a memorandum of this Lease executed by Landlord.

[*SIGNATURE PAGE TO FOLLOW*]

This Amended and Restated Lease Agreement for Panel **1095** is executed the date and year set forth hereinafter.

CLEAR CHANNEL OUTDOOR, LLC.

Witness: _____
(Print Name) Brent Davis

By: _____
Craig Swygert
Title: President, Central FL Markets

Witness: _____
(Print Name) Shiraz Malul

Date: 6/30/20

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF ~~VOLUSIA~~ Orange

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 30th day of June, 2020, by Craig Swygert, President of the Central Florida Markets of Clear Channel Outdoor, LLC., Atlantic Coast Division, and by Brent Davis and Shiraz Malul, the witnesses, on the 30th day of June, 2020, all of whom personally appeared before me. Craig Swygert is personally known to me or has produced _____ as identification. Brent Davis is personally known to me or has produced _____ as identification. Shiraz Malul is personally known to me or has produced _____ as identification.

BRENDA D. BASS
Commission # GG 960048
Expires May 23, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

Brenda D Bass
Notary Public
Brenda D. Bass
(type/print name)
My commission expires: May 23, 2024
Commission No.: GG 960048

CITY OF PORT ORANGE, FLORIDA

Witness: _____ **By:** _____
(Print Name) _____ **Donald O. Burnette, Mayor**

Witness: _____ **Attest:** _____
(Print Name) _____ **Robin L. Fenwick, MMC, City Clerk**
_____

Date: _____

(Corporate Seal)

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, the Mayor for the City of Port Orange, Florida, and by Robin L. Fenwick, MMC, the City Clerk for the City of Port Orange, Florida and by _____ and _____, the witnesses, on the _____ day of _____, 2020, all of whom personally appeared before me. _____ is personally known to me or has produced _____ as identification. _____ is personally known to me or has produced _____ as identification. _____ is personally known to me or has produced _____ as identification.

_____
Notary Public

_____
(type/print name)
My commission expires:

Commission No.:

LEASE #70137B
PANEL 1211
COUNTY VOLUSIA
STATE OF FLORIDA

Amended and Restated Lease Agreement

1. This Amended and Restated Lease Agreement ("Lease") is made and entered into between **CITY OF PORT ORANGE, FLORIDA** a chartered municipal corporation, 1000 City Center Circle, Port Orange, Florida 32129 ("Landlord") and **CLEAR CHANNEL OUTDOOR, LLC.,** a Delaware limited liability company with its principal address at 20880 Stone Oak Parkway, San Antonio, Texas 78259, successor in interest to Clear Channel Outdoor, Inc.("Tenant"). Landlord hereby leases to Tenant a portion of Landlord's real estate ("Landlord's Parcel") on which a certain outdoor advertising sign structure is located, said portion being commonly known as 1-4 S/S 1.15 MI W/O US 92 CCO BOARD #1211, in the County of VOLUSIA in the State of Florida ("Property"). The tax parcel number for Landlord's Parcel on which the described sign structure is located is 6207-00-00-0031. The Property is leased for the purpose of maintaining, operating, improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures, including, without limitation, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as Tenant may place thereon (collectively, the "Structures"). Landlord makes no representation or warranty that electrical power supply or connections are available to the Property or the Structures. Tenant shall have the right to illuminate the Structures at its sole cost, risk and expense, if electrical supply and connections are available to Tenant. This Lease includes all necessary rights of ingress and egress, over Landlord's Parcel and adjoining property of Landlord to the Property, on a route and course determined by Landlord, provided that such right of ingress and egress is granted subject to the express conditions that Tenant or Tenant's agent provide Landlord no less than four (4) days notice of its need to access the Property. Tenant may license the use of the Structures, or any portion thereof, for use as an outdoor advertising sign structure.

2. This Lease shall be in effect for a term of THIRTYTWO (32) years, commencing on JANUARY 1, 2004 AND EXPIRING ON DECEMBER 31, 2035.

3. Rent at the rate of $5,000.00 PER YEAR shall be payable to Landlord on January 1, 2004, and a like amount on the first day of January of each and every year thereafter, concluding January 1, 2020. Commencing on January 1, 2004, and continuing on the first day of January of each and every year thereafter to and including January 1, 2020, Tenant shall pay to Landlord additional adjusted rent based on the annual rental amount due as set forth herein, equal to 100% of any increase in the cost of doing business as measured by fluctuations in the Consumer Price Index (CPI), Southeast Florida Urban Consumers, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the preceding twelve (12) month lease period. Such additional adjusted rent shall be calculated, applied to and compounded on each yearly rental amount due, as such rental amount due is cumulatively increased from time to time by all additional adjusted rent amounts calculated and paid hereunder for prior rental periods. Landlord and Tenant

acknowledge that Landlord has been paid all rents due between January 1, 2004 and December 31, 2020. Commencing January 1, 2021, rent shall be paid at the rate of $8,000.00 PER YEAR with a 2% increase each Lease year thereafter. The annual rent shall be payable to Landlord in advance on or before the first day of each Lease year (prorated for any partial months). Tenant shall be solely responsible for any taxes assessed against the leasehold interest.

4. If ownership of the Property changes, Landlord shall promptly notify Tenant of such change. Prior to transferring ownership of the Property, Landlord shall furnish the new owner with a copy of this Lease.

5. Tenant is the owner of the Structures and has the right to remove the Structures at any time or within thirty (30) days following the termination of this Lease. If Tenant is required to remove the Structure, Tenant shall repair any damaged caused by the removal of the Structures and restore the Property to a condition substantially similar to its pre-Structure condition. During the term of this Lease, Tenant has the sole right and the obligation to make any necessary applications with, and obtain permits from, governmental entities for the construction, use and maintenance of the Structures, and Landlord hereby grants Tenant a limited power of attorney for this purpose. All such permits shall remain the property of Tenant. Any failure by Tenant to fully comply with any required zoning, permitting or other legal or administrative requirement in respect to Structures shall constitute an event of default under this Lease and shall cause this Lease to immediately terminate without the necessity of any other act. Any improvement, replacements, or other modifications to the Structures shall conform and comply with the then current version of the building construction codes imposed within the City of Port Orange. Any failure by Tenant to fully comply with any maintenance requirement in respect to Structures shall constitute an event of default under this lease and shall cause this Lease to immediately terminate without the necessity of any other act.

6. Tenant shall carry commercial general liability insurance with such coverage and limits of liability of not less than $1,000,000.00 per occurrence including property damage. Upon each year of this agreement that is evenly divisible by three (3) the City may require reasonable increases for such coverage and limits to an amount as is determined in the sole discretion of the City Manager for the City of Port Orange on behalf of the Landlord and shall be effective upon thirty (30) days advance written notice to the Tenant. Such insurance shall name Landlord as an additional insured with respect to the Leased Property, shall be issued by an insurance company authorized to do business in the state in which the Leased Property is located and shall provide thirty (30) days prior written notice to Landlord of any cancellation of such policy. On or before the Commencement Date, Tenant shall deliver to Landlord a certificate evidencing that such insurance is in effect, and, thereafter, Tenant shall deliver to Landlord a renewal certificate evidencing that such insurance is in effect within ten (10) business days of Landlord's request for such certificate. Any insurance required to be provided by Tenant under this paragraph may be provided by a blanket insurance policy covering the Leased Property and other properties of Tenant, provided such blanket insurance policy complies with all of the other requirements of this Lease with respect to the type and amount of insurance required. Tenant may also fulfill its requirements under this paragraph through a program of self-insurance. If Tenant elects to self-insure, Tenant shall furnish Landlord with a letter stating that a self-insurance program is in effect that provides for the same, or greater, coverage than required of Tenant herein.

7. Landlord shall not place or maintain any object on the Property or any neighboring property owned or controlled by Landlord that would obstruct the view of the advertising copy on the Structures. If Landlord fails to remove any such obstruction within thirty (30) days after notice from Tenant, Tenant may in its sole discretion cancel this Lease, remove any or all of the Structures, and receive all pre-paid rent for any unexpired term of this Lease. Tenant, with Landlord's consent, may trim any trees and vegetation currently on the Property to prevent obstructions.

8. If: (a) the view of the Structures' advertising copy becomes entirely or partially obstructed and such obstruction cannot be removed; (b) the Property cannot safely be used for the erection or maintenance of the Structures for any reason; (c) Tenant is unable to obtain or maintain any necessary permit for the erection, use and/or maintenance of the Structures; or (d) the Structures' use is prevented by law, or Tenant is required by any governmental entity to reduce the number of billboards operated by it in the city, county or state in which the Structures are located; then Tenant may immediately cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease.

9. If the Structures or the Property, or any part thereof, are condemned by proper authorities, taken without the exercise of eminent domain, whether permanently or temporarily, or any right-of-way from which the Structures are visible is relocated, Tenant shall have the right to terminate this Lease upon not less than thirty (30) days' notice and to receive all pre-paid rent for any unexpired term of this Lease. Tenant shall be entitled to claim compensation from the condemning authority and other remedies provided by law, including, without limitation, just compensation for the taking of the Structures and Tenant's leasehold interest in this Lease, and/or relocation assistance, all solely from the condemning authority. Landlord shall assert no rights in such interests. If condemnation proceedings are initiated, Landlord shall use its best efforts to include Tenant as a party thereto. No right of termination set forth anywhere in this Lease, except for the default of the Tenant, may be exercised prior to the sale to any entity with the power of eminent domain or by or for the benefit of any entity with the power of eminent domain.

10. Landlord represents that it is the owner (or owner's authorized agent) of the Property and has the authority to enter into this Lease.

11. If the Property is currently encumbered by a deed of trust or mortgage, ground lease or other similar encumbrance, Landlord shall deliver to Tenant on or before the commencement date hereof a non-disturbance agreement in a form reasonably acceptable to Tenant.

12. Tenant shall defend, indemnify and hold Landlord harmless from all injuries to the Property, Structures or third persons caused by Tenant, Tenant's employees, agents, licensees and contractors. Landlord shall indemnify and hold Tenant harmless from all injuries to Structures or third persons caused by Landlord, Landlord's employees, agents, licensees and contractors. Tenant shall carry hazard, liability and workers compensation insurance during the full term of this Lease in respect to the Property and Structures, with policy limits of each not less than one million dollars, and shall name Landlord as an additional insured on such hazard and liability policies.

13. This Lease is binding upon the assigns and successors of both Landlord and Tenant. Either Party shall have the absolute right to assign or sublet this Lease.

14. Any notice to any party under this Lease shall be in writing by certified or registered mail, to the addressed shown above, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified within this Lease, or (b) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

15. If suit is brought or an attorney fees are incurred to enforce the terms of this Lease because the other party breached this Lease, the prevailing party in any such action shall be entitled to reimbursement for reasonable attorneys' fees and all related costs and expenses.

16. Neither Landlord nor Tenant shall be bound by any terms, conditions or oral representations that are not set forth in this Lease. This Lease represents the entire agreement of Tenant and Landlord with respect to the Structures and the Property and supersedes any previous agreement. Landlord hereby grants Tenant all rights necessary to record a memorandum of this Lease executed by Landlord.

[*SIGNATURE PAGE TO FOLLOW*]

This Amended and Restated Lease Agreement for Panel **1211** is executed the date and year set forth hereinafter.

CLEAR CHANNEL OUTDOOR, LLC.

Witness: _____
(Print Name) Brent Davis

By: _____
Craig Swygert
Title: President, Central FL Markets

Witness: _____
(Print Name) Shiraz Malul

Date: 6/30/20

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF ~~VOLUSIA~~ Orange

The foregoing instrument was acknowledged before me by means of X physical presence or ☐online notarization, this 30th day of June, 2020, by Craig Swygert, President of the Central Florida Markets of Clear Channel Outdoor, LLC., Atlantic Coast Division, and by Brent Davis and Shiraz Malul, the witnesses, on the 30th day of June, 2020, all of whom personally appeared before me. Craig Swygert is personally known to me or has produced _____ as identification. Brent Davis is personally known to me or has produced _____ as identification. Shiraz Malul is personally known to me or has produced _____ as identification.

BRENDA D. BASS
Commission # GG 960048
Expires May 23, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

Brenda D Bass
Notary Public
Brenda D. Bass
(type/print name)
My commission expires: May 23, 2020
Commission No.: GG 960048

CITY OF PORT ORANGE, FLORIDA

Witness: _____ **By:** _____
(Print Name) _____ **Donald O. Burnette, Mayor**

Witness: _____ **Attest:** _____
(Print Name) _____ **Robin L. Fenwick, MMC, City Clerk**
_____

Date: _____

(Corporate Seal)

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, the Mayor for the City of Port Orange, Florida, and by Robin L. Fenwick, MMC, the City Clerk for the City of Port Orange, Florida and by _____ and _____, the witnesses, on the _____ day of _____, 2020, all of whom personally appeared before me. _____ is personally known to me or has produced _____ as identification. _____ is personally known to me or has produced _____ as identification. _____ is personally known to me or has produced _____ as identification.

_____
Notary Public

_____
(type/print name)
My commission expires:

Commission No.:

LEASE #13140
PANEL 3122
COUNTY VOLUSIA
STATE OF FLORIDA

Amended and Restated
Lease Agreement

1. This Amended and Restated Lease Agreement ("Lease") is made and entered into between **CITY OF PORT ORANGE, FLORIDA** a chartered municipal corporation, 1000 City Center Circle, Port Orange, Florida 32129 ("Landlord") and **CLEAR CHANNEL OUTDOOR, LLC.,** a Delaware limited liability company with its principal address at 20880 Stone Oak Parkway, San Antonio, Texas 78259, successor in interest to Clear Channel Outdoor, Inc.("Tenant"). Landlord hereby leases to Tenant a portion of Landlord's real estate ("Landlord's Parcel") on which a certain outdoor advertising sign structure is located, said portion being commonly known as 1-4 S/S 3.80 MI W/O US 1-95 CCO BOARD #3122, in the County of VOLUSIA in the State of Florida ("Property"). The tax parcel number for Landlord's Parcel on which the described sign structure is located is 6207-00-00-0031. The Property is leased for the purpose of maintaining, operating, improving, supplementing, posting, painting, illuminating, repairing, repositioning and/or removing outdoor advertising structures, including, without limitation, fixture connections, electrical supply and connections, panels, signs, copy and any equipment and accessories as Tenant may place thereon (collectively, the "Structures"). Landlord makes no representation or warranty that electrical power supply or connections are available to the Property or the Structures. Tenant shall have the right to illuminate the Structures at its sole cost, risk and expense, if electrical supply and connections are available to Tenant. This Lease includes all necessary rights of ingress and egress, over Landlord's Parcel and adjoining property of Landlord to the Property, on a route and course determined by Landlord, provided that such right of ingress and egress is granted subject to the express conditions that Tenant or Tenant's agent provide Landlord no less than four (4) days notice of its need to access the Property. Tenant may license the use of the Structures, or any portion thereof, for use as an outdoor advertising sign structure.

2. This Lease shall be in effect for a term of THIRTYTWO (32) years, commencing on JANUARY 1, 2004 AND EXPIRING ON DECEMBER 31, 2035.

3. Rent at the rate of $5,000.00 PER YEAR shall be payable to Landlord on January 1, 2004, and a like amount on the first day of January of each and every year thereafter, concluding January 1, 2020. Commencing on January 1, 2004, and continuing on the first day of January of each and every year thereafter to and including January 1, 2020, Tenant shall pay to Landlord additional adjusted rent based on the annual rental amount due as set forth herein, equal to 100% of any increase in the cost of doing business as measured by fluctuations in the Conner Price Index (CPI), Southeast Florida Urban Consenters, published by the U.S. Department of Labor, Bureau of Labor Statistics, for the preceding twelve (12) month lease period. Such additional adjusted rent shall be calculated, applied to and compounded on each yearly rental amount due, as such rental amount due is cumulatively increased from time to time by all additional adjusted rent amounts calculated and paid hereunder for prior rental periods. Landlord and Tenant

acknowledge that Landlord has been paid all rents due between January 1, 2004 and December 31, 2020. Commencing January 1, 2021, rent shall be paid at the rate of $7,500.00 PER YEAR with a 2% increase each Lease year thereafter. The annual rent shall be payable to Landlord in advance on or before the first day of each Lease year (prorated for any partial months). Tenant shall be solely responsible for any taxes assessed against the leasehold interest.

4. If ownership of the Property changes, Landlord shall promptly notify Tenant of such change. Prior to transferring ownership of the Property, Landlord shall furnish the new owner with a copy of this Lease.

5. Tenant is the owner of the Structures and has the right to remove the Structures at any time or within thirty (30) days following the termination of this Lease. If Tenant is required to remove the Structure, Tenant shall repair any damaged caused by the removal of the Structures and restore the Property to a condition substantially similar to its pre-Structure condition. During the term of this Lease, Tenant has the sole right and the obligation to make any necessary applications with, and obtain permits from, governmental entities for the construction, use and maintenance of the Structures, and Landlord hereby grants Tenant a limited power of attorney for this purpose. All such permits shall remain the property of Tenant. Any failure by Tenant to fully comply with any required zoning, permitting or other legal or administrative requirement in respect to Structures shall constitute an event of default under this Lease and shall cause this Lease to immediately terminate without the necessity of any other act. Any improvement, replacements, or other modifications to the Structures shall conform and comply with the then current version of the building construction codes imposed within the City of Port Orange. Any failure by Tenant to fully comply with any maintenance requirement in respect to Structures shall constitute an event of default under this lease and shall cause this Lease to immediately terminate without the necessity of any other act.

6. Tenant shall carry commercial general liability insurance with such coverage and limits of liability of not less than $1,000,000.00 per occurrence including property damage. Upon each year of this agreement that is evenly divisible by three (3) the City may require reasonable increases for such coverage and limits to an amount as is determined in the sole discretion of the City Manager for the City of Port Orange on behalf of the Landlord and shall be effective upon thirty (30) days advance written notice to the Tenant. Such insurance shall name Landlord as an additional insured with respect to the Leased Property, shall be issued by an insurance company authorized to do business in the state in which the Leased Property is located and shall provide thirty (30) days prior written notice to Landlord of any cancellation of such policy. On or before the Commencement Date, Tenant shall deliver to Landlord a certificate evidencing that such insurance is in effect, and, thereafter, Tenant shall deliver to Landlord a renewal certificate evidencing that such insurance is in effect within ten (10) business days of Landlord's request for such certificate. Any insurance required to be provided by Tenant under this paragraph may be provided by a blanket insurance policy covering the Leased Property and other properties of Tenant, provided such blanket insurance policy complies with all of the other requirements of this Lease with respect to the type and amount of insurance required. Tenant may also fulfill its requirements under this paragraph through a program of self-insurance. If Tenant elects to self-insure, Tenant shall furnish Landlord with a letter stating that a self-insurance program is in effect that provides for the same, or greater, coverage than required of Tenant herein.

7. Landlord shall not place or maintain any object on the Property or any neighboring property owned or controlled by Landlord that would obstruct the view of the advertising copy on the Structures. If Landlord fails to remove any such obstruction within thirty (30) days after notice from Tenant, Tenant may in its sole discretion cancel this Lease, remove any or all of the Structures, and receive all pre-paid rent for any unexpired term of this Lease. Tenant, with Landlord's consent, may trim any trees and vegetation currently on the Property to prevent obstructions.

8. If: (a) the view of the Structures' advertising copy becomes entirely or partially obstructed and such obstruction cannot be removed; (b) the Property cannot safely be used for the erection or maintenance of the Structures for any reason; (c) Tenant is unable to obtain or maintain any necessary permit for the erection, use and/or maintenance of the Structures; or (d) the Structures' use is prevented by law, or Tenant is required by any governmental entity to reduce the number of billboards operated by it in the city, county or state in which the Structures are located; then Tenant may immediately cancel this Lease and receive all pre-paid rent for any unexpired term of this Lease.

9. If the Structures or the Property, or any part thereof, are condemned by proper authorities, taken without the exercise of eminent domain, whether permanently or temporarily, or any right-of-way from which the Structures are visible is relocated, Tenant shall have the right to terminate this Lease upon not less than thirty (30) days' notice and to receive all pre-paid rent for any unexpired term of this Lease. Tenant shall be entitled to claim compensation from the condemning authority and other remedies provided by law, including, without limitation, just compensation for the taking of the Structures and Tenant's leasehold interest in this Lease, and/or relocation assistance, all solely from the condemning authority. Landlord shall assert no rights in such interests. If condemnation proceedings are initiated, Landlord shall use its best efforts to include Tenant as a party thereto. No right of termination set forth anywhere in this Lease, except for the default of the Tenant, may be exercised prior to the sale to any entity with the power of eminent domain or by or for the benefit of any entity with the power of eminent domain.

10. Landlord represents that it is the owner (or owner's authorized agent) of the Property and has the authority to enter into this Lease.

11. If the Property is currently encumbered by a deed of trust or mortgage, ground lease or other similar encumbrance, Landlord shall deliver to Tenant on or before the commencement date hereof a non-disturbance agreement in a form reasonably acceptable to Tenant.

12. Tenant shall defend, indemnify and hold Landlord harmless from all injuries to the Property, Structures or third persons caused by Tenant, Tenant's employees, agents, licensees and contractors. Landlord shall indemnify and hold Tenant harmless from all injuries to Structures or third persons caused by Landlord, Landlord's employees, agents, licensees and contractors. Tenant shall carry hazard, liability and workers compensation insurance during the full term of this Lease in respect to the Property and Structures, with policy limits of each not less than one million dollars, and shall name Landlord as an additional insured on such hazard and liability policies.

13. This Lease is binding upon the assigns and successors of both Landlord and Tenant. Either Party shall have the absolute right to assign or sublet this Lease.

14. Any notice to any party under this Lease shall be in writing by certified or registered mail, to the addressed shown above, and shall be effective on the earlier of (a) the date when delivered and receipted for by a person at the address specified within this Lease, or (b) the date which is three (3) days after mailing (postage prepaid) by certified or registered mail, return receipt requested, to such address; provided that in either case notices shall be delivered to such other address as shall have been specified in writing by such party to all parties hereto prior to the notice being delivered.

15. If suit is brought or an attorney fees are incurred to enforce the terms of this Lease because the other party breached this Lease, the prevailing party in any such action shall be entitled to reimbursement for reasonable attorneys' fees and all related costs and expenses.

16. Neither Landlord nor Tenant shall be bound by any terms, conditions or oral representations that are not set forth in this Lease. This Lease represents the entire agreement of Tenant and Landlord with respect to the Structures and the Property and supersedes any previous agreement. Landlord hereby grants Tenant all rights necessary to record a memorandum of this Lease executed by Landlord.

[*SIGNATURE PAGE TO FOLLOW*]

This Amended and Restated Lease Agreement for Panel **3122** is executed the date and year set forth hereinafter.

CLEAR CHANNEL OUTDOOR, LLC.

Witness: _____
(Print Name) Brent Davis

By: _____
Craig Sywgert
Title: President, Central FL Markets

Witness: _____
(Print Name) Shiraz Malul

Date: 6/30/20

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF ~~VOLUSIA~~ Orange

The foregoing instrument was acknowledged before me by means of ☒physical presence or ☐online notarization, this 30th day of June, 2020, by Craig Swygert, President of the Central Florida Markets of Clear Channel Outdoor, LLC., Atlantic Coast Division, and by Brent Davis and Shiraz Malul, the witnesses, on the 30th day of June, 2020, all of whom personally appeared before me. Craig Swygert is personally known to me or has produced _____ as identification. Brent Davis is personally known to me or has produced _____ as identification. Shiraz Malul is personally known to me or has produced _____ as identification.

BRENDA D. BASS
Commission # GG 960048
Expires May 23, 2024
Bonded Thru Troy Fain Insurance 800-385-7019

Brenda D Bass
Notary Public
Brenda D. Bass
(type/print name)
My commission expires: May 23, 2020
Commission No.: GG 960048

CITY OF PORT ORANGE, FLORIDA

Witness: _____ **By:** _____
(Print Name) _____ **Donald O. Burnette, Mayor**

Witness: _____ **Attest:** _____
(Print Name) _____ **Robin L. Fenwick, MMC, City Clerk**
_____

Date: _____

(Corporate Seal)

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, the Mayor for the City of Port Orange, Florida, and by Robin L. Fenwick, MMC, the City Clerk for the City of Port Orange, Florida and by _____ and _____, the witnesses, on the _____ day of _____, 2020, all of whom personally appeared before me. _____ is personally known to me or has produced _____ as identification. _____ is personally known to me or has produced _____ as identification. _____ is personally known to me or has produced _____ as identification.

_____
Notary Public

_____
(type/print name)
My commission expires:

Commission No.:

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/21/2020

Consent item: Yes

SUBJECT: (B7b) Intent to Award ITB #20-08 to Meeks Plumbing Inc. and Cloud 9 Services Inc for Septic Sewer Pumping (FEMA)

DEPARTMENT: Public Utilities

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve award of ITB #20-08, Septic Sewer Pumping FEMA, to Meeks Plumbing Inc. and Cloud 9 Services Inc.; authorizing the Mayor and City Clerk to execute all contract documents; and authorizing the City Manager to execute renewals and Task Authorization issued pursuant to the Contracts.

SUMMARY: On June 9, 2020, purchasing received four (4) bids for ITB#20-08, Septic Sewer Pumping FEMA. After review of the bids, staff recommends award to two contractors, Meeks Plumbing Inc. of Vero Beach, Florida and Cloud 9 Services Inc. of Orlando, Florida.

The objective is to secure professional and experienced septic sewage haulers to respond after a hurricane or other disaster to remove sewage in a timely and lawful manner. The removal and disposal services must be conducted in a manner in accordance with the procedures and cost reimbursement policies of the Federal Emergency Management Agency (FEMA). Both contractors have extensive experience in septic sewage removal post emergency events such as hurricanes, flooding or other natural disasters.

A standard contract for services will be executed with an initial term of five (5) years and can be renewed for one, five-year term upon agreement of both parties. Authorization for services under the contract will be in the form of a Task Authorization.

Project No.: Funding Account No.:

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Contract - Meeks Plumbing	Contract - Meeks Plumbing.pdf
2.	Contract - Cloud 9 Services	Contract - Cloud 9 Services.pdf
3.	Justification Memo Award ITB 20 08 Septic Sewage Pumping Services	Justification Memo Award ITB 20 08 Septic Sewage Pumping Services.docx
4.	ITB-20-08-Septic-Sewer-Pumping-FEMA-FINAL-542020 BID PACKAGE	ITB-20-08-Septic-Sewer-Pumping-FEMA-FINAL-542020 BID PACKAGE.pdf

5.	Addendum-1 of 1 --ITB-20-08-Septic-Sewer-Pumping-FINAL-06022020	Addendum-1 of 1 --ITB-20-08-Septic-Sewer-Pumping-FINAL-06022020.pdf
6.	Bid Tabulation ITB 20 08 Septic Sewer Pumping FEMA excel	Bid Tabulation ITB 20 08 Septic Sewer Pumping FEMA excel.xlsx
7.	ITB 20-08 Septic Sewer Pumping NOTICE of INTENT	ITB 20-08 Septic Sewer Pumping NOTICE of INTENT.pdf
8.	Meeks Plumbing BID SUBMITTAL ITB 20 08 Septic Sewer Pumping FEMA	Meeks Plumbing BID SUBMITTAL ITB 20 08 Septic Sewer Pumping FEMA.pdf
9.	BID SUBMITTAL Cloud 9 Services Inc ITB 20 08 SEPTIC SEWER PUMPING FEMA	BID SUBMITTAL Cloud 9 Services Inc ITB 20 08 SEPTIC SEWER PUMPING FEMA.pdf

Kynah Cockcroft	Created/Initiated - 6/18/2020
Kynah Cockcroft	Approved - 6/18/2020
Julia Wiggins	Approved - 6/18/2020
Richard Colby	Approved - 6/24/2020
Junos Reed	Approved - 6/24/2020
Steve Parnell	Approved - 6/24/2020
Lynn Stevens	Approved - 6/26/2020
James Tillman	Approved - 7/6/2020
Matthew Jones	Approved - 7/8/2020
Jake Johansson	Approved - 7/8/2020
Robin Fenwick	Final Approval - 7/8/2020

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 **MEEKS PLUMBING, INC.,** a Florida corporation, whose principal address is 5555 US Hwy 1, Suite 1, Vero Beach , FL 32967 ("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 septic sewer pumping immediately after a hurricane or other disaster, during emergency or planned system outages 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 # 20-08 ("ITB 20-08"), 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 20-08, 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 20-08, 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 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."

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 20-08 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.

(vi) 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.

(vii) 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.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) 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 Utilities Director
1395 Dunlawton Avenue
Port Orange, Florida 32129
(386) 506-5575

Contractor: Meeks Plumbing, Inc.
Attention: Kyle Meeks, Vice President
5555 US Hwy 1, Suite 1
Vero Beach , FL 32967
(772) 569-2285

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:

_____
Printed Name:_____

_____
Printed Name:_____

MEEKS PLUMBING, 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:_____

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 Meeks Plumbing, 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

_____
Printed Name:_____

By:_____
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 _____, 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 #20-08
Septic Sewer Pumping 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, preferably electronically.

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

NAME OF BUSINESS:	MEEKS PLUMBING INC
CONTACT PERSON:	KYLE MEEKS
EMAIL ADDRESS:	[illegible]
AUTHORIZED SIGNATURE:	[illegible]

ITEM #	Planned Outage Events (0-24hrs Response)		Hourly Rate				
		Estimated hours	Regular Hours	Extended Total Regular Hours	Estimated Quantity	Overtime/Holiday Hours	Extended Total Overtime/Holiday Hours
1	Vac-con	100	$ 225.00	$ 2,250.00	1	$ 225.00	$ 225.00
2	Pumper Truck (0-2,000) Gallons	100	$ 225.00	$ 2,250.00	1	$ 225.00	$ 225.00
3	Pumper Truck (2,000-5,000) Gallons	100	$ 225.00	$ 2,250.00	1	$ 225.00	$ 225.00
4	Pumper Truck (5,000+) Gallons	100	$ 225.00	$ 2,250.00	1	$ 225.00	$ 225.00
	TOTAL BID AMOUNT			$ 9,000.00			$ 900.00

ITEM #	Planned Outage Events (24-48hrs Response)		Hourly Rate				
		Estimated hours	Regular Hours	Extended Total Regular Hours	Estimated Quantity	Overtime/Holiday Hours	Extended Total Overtime/Holiday Hours
1	Vac-con	100	$ 205.00	$ 2,050.00	1	$ 225.00	$ 225.00
2	Pumper Truck (0-2,000) Gallons	100	$ 205.00	$ 2,050.00	1	$ 225.00	$ 225.00
3	Pumper Truck (2,000-5,000) Gallons	100	$ 205.00	$ 2,050.00	1	$ 225.00	$ 225.00
4	Pumper Truck (5,000+) Gallons	100	$ 205.00	$ 2,050.00	1	$ 225.00	$ 225.00
	TOTAL BID AMOUNT			$ 8,200.00			$ 900.00

ITEM #	Planned Outage Events (48hrs + Response)		Hourly Rate				
		Estimated hours	Regular Hours	Extended Total Regular Hours	Estimated Quantity	Overtime/Holiday Hours	Extended Total Overtime/Holiday Hours
1	Vac-con	100	$ 205.00	$ 2,050.00	1	$ 205.00	$ 205.00
2	Pumper Truck (0-2,000) Gallons	100	$ 205.00	$ 2,050.00	1	$ 205.00	$ 205.00
3	Pumper Truck (2,000-5,000) Gallons	100	$ 205.00	$ 2,050.00	1	$ 205.00	$ 205.00
4	Pumper Truck (5,000+) Gallons	100	$ 205.00	$ 2,050.00	1	$ 205.00	$ 205.00
	TOTAL BID AMOUNT			$ 8,200.00			$ 820.00

ITEM #	Emergency Events (0-24hrs Response)		Hourly Rate				
		Estimated hours	Regular Hours	Extended Total Regular Hours	Estimated Quantity	Overtime/Holiday Hours	Extended Total Overtime/Holiday Hours
1	Vac-con	100	$ 265.00	$ 2,650.00	1	$ 265.00	$ 265.00
2	Pumper Truck (0-2,000) Gallons	100	$ 265.00	$ 2,650.00	1	$ 265.00	$ 265.00
3	Pumper Truck (2,000-5,000) Gallons	100	$ 265.00	$ 2,650.00	1	$ 265.00	$ 265.00
4	Pumper Truck (5,000+) Gallons	100	$ 265.00	$ 2,650.00	1	$ 265.00	$ 265.00
	TOTAL BID AMOUNT			$ 10,600.00			$ 1,060.00

ITEM #	Emergency Events (24-48hrs Response)		Hourly Rate				
		Estimated hours	Regular Hours	Extended Total Regular Hours	Estimated Quantity	Overtime/Holiday Hours	Extended Total Overtime/Holiday Hours
1	Vac-con	100	$ 225.00	$ 2,250.00	1	$ 225.00	$ 225.00
2	Pumper Truck (0-2,000) Gallons	100	$ 225.00	$ 2,250.00	1	$ 225.00	$ 225.00
3	Pumper Truck (2,000-5,000) Gallons	100	$ 225.00	$ 2,250.00	1	$ 225.00	$ 225.00
4	Pumper Truck (5,000+) Gallons	100	$ 225.00	$ 2,250.00	1	$ 225.00	$ 225.00
	TOTAL BID AMOUNT			$ 9,000.00			$ 900.00

ITEM #	Emergency Events (48hrs + Response)		Hourly Rate				
		Estimated hours	Regular Hours	Extended Total Regular Hours	Estimated Quantity	Overtime/Holiday Hours	Extended Total Overtime/Holiday Hours
1	Vac-con	100	$ 205.00	$ 2,050.00	1	$ 205.00	$ 205.00
2	Pumper Truck (0-2,000) Gallons	100	$ 205.00	$ 2,050.00	1	$ 205.00	$ 205.00
3	Pumper Truck (2,000-5,000) Gallons	100	$ 205.00	$ 2,050.00	1	$ 205.00	$ 205.00
4	Pumper Truck (5,000+) Gallons	100	$ 205.00	$ 2,050.00	1	$ 205.00	$ 205.00
	TOTAL BID AMOUNT			$ 8,200.00			$ 820.00

SECTION 3 – SCOPE OF SERVICES

TECHNICAL SPECIFICATIONS:

The objective of the ITB and subsequent contracting activity is to secure the services qualified firms, businesses or individuals for to assist the City with SEPTIC SEWER PUMPING. The City of Port Orange is seeking sealed bid proposals from qualified firms, businesses or individuals for to assist the City with SEPTIC SEWER PUMPING immediately after a hurricane or other disaster.

1. General:

1.1 Scope of Work

This Specification covers the work necessary by the contractor to provide septage hauling services for the City of Port Orange during "emergency" or "planned" system outages that require septage hauling in excess of what City staff can accommodate. The area to be covered is the City of Port Orange utility service area (see attachment A). The Contractor shall be proficient in, and experienced with, the documentation required to obtain reimbursement from federal agencies. The processes and documentation required will be in strict compliance with all federal regulations regarding eligibility. The guidelines under 2 CFR 200 shall apply to this contract.

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.

1.2 Work Specified Herein

Provide septage hauling services for the City of Port Orange during "emergency" and "planned" outages. Primary disposal location of septage is at the Water Reclamation Facility, 817 Oak Street, Port Orange, 32127. Alternative disposal locations would be master stations and/or sanitary manholes located throughout the City and as authorized by City directive. If disposal at any location other than the primary is needed, the Contractor will be given prior notification. Contractor will perform loading and unloading of truck without assistance from City employees. Hauling locations will be provided via email to the Contractor prior to hauling and in print once onsite if needed. Work will be performed and invoiced under project purchase orders. City to require a Bill of Lading for all loads hauled. **Contractor will notify the City when within 20% of reaching maximum amount of task authorization or project purchase order.**

1.3 Proposal Submittals

A) Hourly price for each size hauling vehicle, including all personnel, hoses, connection fitting to load/ unload vehicle, etc. Please see attached bid tabulation sheet for pricing details.

B) Submit a minimum of three separate references with contact names and phone numbers.

C) List any all subcontractors. See Section 7 Form 7.11

D) Any other relevant information from Contractor or its Subcontractors with respect to their qualifications or suitability to perform the work.

2. Equipment:

2.1 General for Septage Hauler Vehicles

Vac-con Truck

Ability to load/unload without city assistance. Outfitted with all connections/fitting/tubes/hoses necessary to perform work required. Working caution and area lights required. No leaking oils or fuels from vehicle. Vehicle must meet all FDOT regulations.

Pumper Truck

Ability to load/unload without city assistance. Outfitted with all connections/fitting/tubes/hoses necessary to perform work required. Working caution and area lights required. No leaking oils or fuels from vehicle. Vehicle must meet all FDOT regulations.

3. Execution:

3.1 Locations

Contractor to respond to all areas inside City of Port Orange utility service area. See map (attachment A).

3.2 Response Time

A) **Planned outage**
City to provide Contractor at least 48hrs notice of planned outage. Contractor to have all pumping vehicles onsite two hours prior to outage start time.

B) **Emergency Response**
Contractor to be onsite within two hours, or less, of notification.
Billable hours will start when vehicle(s) leave Contractor's business location.

3.3 Spills

Contractor responsible for any spills and/or cleanup/restoration that results after septage is loaded onto truck and prior to offload at approved City location. Contractor to submit a Spill Prevention Plan along with Restoration Plan if a spill occurs.

4. Invoicing:

The invoice shall be submitted to the City as identified on the purchase order within five working days of completion of the work. The invoice document shall contain the following information:

A) Purchase order number (P.O.# and Release #, when appropriate).

B) Line item number of work performed with quantities, descriptions, unit prices and totals per line items.

C) Start and completion date(s) of work performed.

D) Work location where services were provided.

E) Copy of the disposal ticket issued by the disposal site, indicating volume, cost of disposal and disposal site.

[END OF SPECIFICATIONS]

ATTACHMENTS

Lift Station Locations

A.

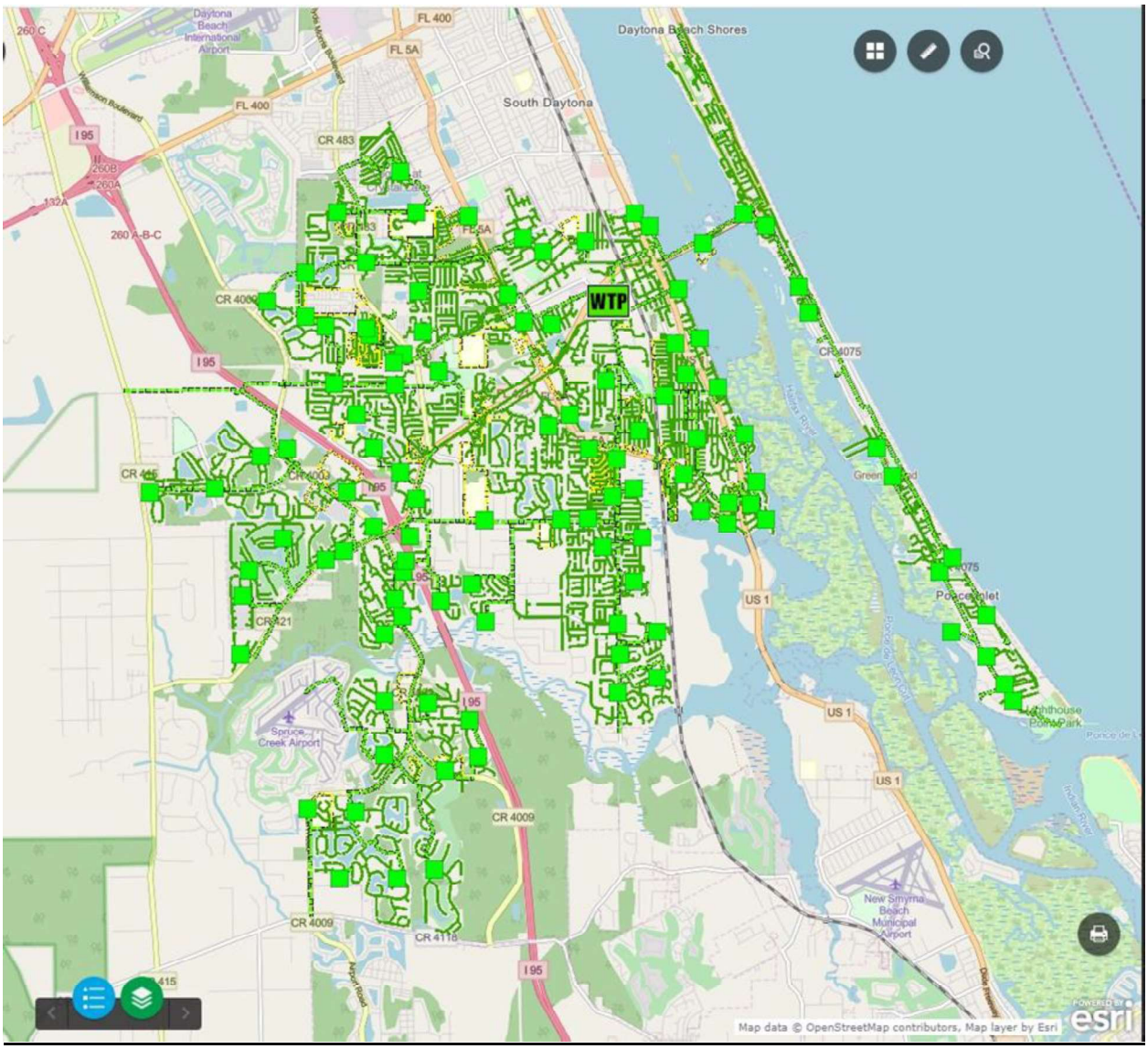

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EXHIBIT "2"

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 Meeks Plumbing, 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 **MEEKS PLUMBING, INC.,** a Florida corporation, whose principal address is 5555 US Hwy 1, Suite 1, Vero Beach , FL 32967 ("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:_____

MEEKS PLUMBING, 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

_____
Printed Name:_____

By:_____
_____, City Manager

_____
Printed Name:_____

Date:_____

Witnesses:

ATTEST:

_____
Printed Name:_____

By:_____
_____, City Clerk

_____
Printed Name:_____

Date:_____

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: Meeks Plumbing, Inc.
Principal Business Address: 5555 US Hwy 1, Suite 1
Vero Beach , FL 32967
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, **MEEKS PLUMBING, 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:

MEEKS PLUMBING, 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 # CA7245

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 **CLOUD 9 SERVICES, INC.,** a Florida corporation, whose principal address is 1201 W. Jackson St., Orlando, FL 32805 ("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 septic sewer pumping immediately after a hurricane or other disaster, during emergency or planned system outages 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 # 20-08 ("ITB 20-08"), 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 20-08, 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 20-08, 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 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."

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 20-08 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.

(vi) 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.

(vii) 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.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) 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 Utilities Director
1395 Dunlawton Avenue
Port Orange, Florida 32129
(386) 506-5575

Contractor: Cloud 9 Services, Inc.
Attention: Richard Fender, Vice President
1201 W Jackson Str.
Orlando, FL 32805
(407) 481-2750

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:

_____
Printed Name:_____

_____
Printed Name:_____

CLOUD 9 SERVICES, 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:_____

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 Cloud 9 Services, 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

_____
Printed Name:_____

By:_____
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 _____, 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 #20-08
Septic Sewer Pumping 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, preferably electronically.

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

NAME OF BUSINESS: CLOUD 9 SERVICES INC
CONTACT PERSON: CURTIS WALKER
EMAIL ADDRESS: CWALKER@CLOUD9SERVICES.COM
AUTHORIZED SIGNATURE:

ITEM #	Planned Outage Events (0-24hrs Response)		Hourly Rate				
		Estimated hours	Regular Hours	Extended Total Regular Hours	Estimated Quantity	Overtime/Holiday Hours	Extended Total Overtime/Holiday Hours
1	Vac-con	100	$250.00	$ 25000.00	1	$ 250.00	$ 250.00
2	Pumper Truck (0-2,000) Gallons	100	$250.00	$ 25000.00	1	$ 250.00	$ 250.00
3	Pumper Truck (2,000-5,000) Gallons	100	$250.00	$ 25000.00	1	$ 250.00	$ 250.00
4	Pumper Truck (5,000+) Gallons	100	$375.00	$ 37500.00	1	$ 375.00	$ 375.00
	TOTAL BID AMOUNT			$ 112500.00			$ 1125.00

ITEM #	Planned Outage Events (24-48hrs Response)		Hourly Rate				
		Estimated hours	Regular Hours	Extended Total Regular Hours	Estimated Quantity	Overtime/Holiday Hours	Extended Total Overtime/Holiday Hours
1	Vac-con	100	$250.00	$ 25000.00	1	$ 250.00	$ 250.00
2	Pumper Truck (0-2,000) Gallons	100	$250.00	$ 25000.00	1	$ 250.00	$ 250.00
3	Pumper Truck (2,000-5,000) Gallons	100	$250.00	$ 25000.00	1	$ 250.00	$ 250.00
4	Pumper Truck (5,000+) Gallons	100	$375.00	$ 37500.00	1	$ 375.00	$ 375.00
	TOTAL BID AMOUNT			$ 112500.00			$ 1125.00

ITEM #	Planned Outage Events (48hrs + Response)		Hourly Rate				
		Estimated hours	Regular Hours	Extended Total Regular Hours	Estimated Quantity	Overtime/Holiday Hours	Extended Total Overtime/Holiday Hours
1	Vac-con	100	$250.00	$ 25000.00	1	$ 250.00	$ 250.00
2	Pumper Truck (0-2,000) Gallons	100	$250.00	$ 25000.00	1	$ 250.00	$ 250.00
3	Pumper Truck (2,000-5,000) Gallons	100	$250.00	$ 25000.00	1	$ 250.00	$ 250.00
4	Pumper Truck (5,000+) Gallons	100	$375.00	$ 37500.00	1	$ 375.00	$ 375.00
	TOTAL BID AMOUNT			$ 112500.00			$ 1125.00

ITEM #	Emergency Events (0-24hrs Response)		Hourly Rate				
		Estimated hours	Regular Hours	Extended Total Regular Hours	Estimated Quantity	Overtime/Holiday Hours	Extended Total Overtime/Holiday Hours
1	Vac-con	100	$250.00	$ 25000.00	1	$ 250.00	$ 250.00
2	Pumper Truck (0-2,000) Gallons	100	$250.00	$ 25000.00	1	$ 250.00	$ 250.00
3	Pumper Truck (2,000-5,000) Gallons	100	$250.00	$ 25000.00	1	$ 250.00	$ 250.00
4	Pumper Truck (5,000+) Gallons	100	$375.00	$ 37500.00	1	$ 375.00	$ 375.00
	TOTAL BID AMOUNT			$ 112500.00			$ 1125.00

ITEM #	Emergency Events (24-48hrs Response)		Hourly Rate				
		Estimated hours	Regular Hours	Extended Total Regular Hours	Estimated Quantity	Overtime/Holiday Hours	Extended Total Overtime/Holiday Hours
1	Vac-con	100	$250.00	$ 25000.00	1	$ 250.00	$ 250.00
2	Pumper Truck (0-2,000) Gallons	100	$250.00	$ 25000.00	1	$ 250.00	$ 250.00
3	Pumper Truck (2,000-5,000) Gallons	100	$250.00	$ 25000.00	1	$ 250.00	$ 250.00
4	Pumper Truck (5,000+) Gallons	100	$375.00	$ 37500.00	1	$ 375.00	$ 375.00
	TOTAL BID AMOUNT			$ 112500.00			$ 1125.00

ITEM #	Emergency Events (48hrs + Response)		Hourly Rate				
		Estimated hours	Regular Hours	Extended Total Regular Hours	Estimated Quantity	Overtime/Holiday Hours	Extended Total Overtime/Holiday Hours
1	Vac-con	100	$250.00	$ 25000.00	1	$ 250.00	$ 250.00
2	Pumper Truck (0-2,000) Gallons	100	$250.00	$ 25000.00	1	$ 250.00	$ 250.00
3	Pumper Truck (2,000-5,000) Gallons	100	$250.00	$ 25000.00	1	$ 250.00	$ 250.00
4	Pumper Truck (5,000+) Gallons	100	$375.00	$ 37500.00	1	$ 375.00	$ 375.00
	TOTAL BID AMOUNT			$ 112500.00			$ 1125.00

SCHEDULE OF VALUES

Attachment"A"

Cloud 9

-Services, Inc.-

"We keep our customers happy!"

Optional Service Rates

Description	Min.Quantity	Unit	Unit Price	Amount	Comments
Mobilization and Demobilization	1	LS	2500.00	$2,500.00	once per project and emergency call outs
Jet Vac with Operator Hydro Excavation	4	HR	285.00	$1,140.00	4hr min hourly rates charged portal to portal
Jet Vac with Operator Storm Pipe & Structure Cleaning	4	HR	250.00	$1,000.00	4hr min hourly rates charged portal to portal
Jet Vac Storm Light pipe cleaning (0% to 10% Full) Pipe	1200	Lf	1.75	$2,100.00	1,200/ft min per day
Jet Vac Storm offsite disposal 1 load	1	LS	800.00	$800.00	2,000/gallons
Camera Truck with Operator Video with or without laser profiling	1200	Lf	1.75	$2,100.00	1,200/ft min per day
Mandrel test sanitary pipes up to 12"	600	Lf	0.50	$300.00	600/ft min per day
Lift Station tech with service truck	4	HR	160.00	$640.00	4hr min hourly rates charged portal to portal
Lift Station tech with crane truck	4	HR	200.00	$800.00	4hr min hourly rates charged portal to portal
Service Truck with Helper	4	HR	160.00	$640.00	4hr min hourly rates charged portal to portal
100ft flex hose with truck and helper	4	HR	180.00	$720.00	4hr min hourly rates charged portal to portal
Additional Flex Hose 100/ft min.	1	Lf	6.00	$6.00	done in conjuntion with service truck
Trailer Jetter with operator and truck	4	HR	200.00	$800.00	4hr min hourly rates charged portal to portal
Confine Space entry equipment 1 set up (without supplied air)	1	Dy	695.00	$695.00	
Confine Space entry equipment 1 set up (with supplied air)	1	Dy	1500.00	$1,500.00	
Sanitary pressure test equipment w/ air compressor	1	Dy	1500.00	$1,500.00	done in conjuntion with service truck with helper
Sanitary vacuum test equipment w/ air compressor	1	Dy	1500.00	$1,500.00	done in conjuntion with service truck
Pickup truck with helper	4	HR	95.00	$380.00	4hr min hourly rates charged portal to portal
Labor / helper / driver	1	HR	75.00	$75.00	4hr min hourly rates charged portal to portal
Plumber	1	HR	95.00	$95.00	4hr min hourly rates charged portal to portal
Equipment operator	4	HR	95.00	$380.00	4hr min hourly rates charged portal to portal
Supertendent	1	HR	125.00	$125.00	4hr min hourly rates charged portal to portal
Pipe Plug crew with truck	4	HR	180.00	$720.00	4hr min hourly rates charged portal to portal
Rebreather third lung	1	DY	1250.00	$1,250.00	
Pipe plug 4" thru 10"	1	DY	125.00	$125.00	
Pipe plug 12" thru 24"	1	DY	275.00	$275.00	
Pipe plug 24" thru 48"	1	DY	500.00	$500.00	
Pipe plug 48" thru 72"	1	DY	800.00	$800.00	
Pipe plug 54" thru 96"	1	DY	1200.00	$1,200.00	
Pipe Repair crew with truck	4	HR	180.00	$720.00	4hr min hourly rates charged portal to portal
Refrigerated truck	1	DY	375.00	$375.00	
mini excavator up to 8000lbs	1	DY	750.00	$750.00	
backhoe up to 8000lbs	1	DY	750.00	$750.00	
skid steer up to 5000lbs	1	DY	550.00	$550.00	
5000 watt generator with fuel	1	DY	350.00	$350.00	
concrete saw with fuel	1	DY	250.00	$250.00	
plate compactor with fuel	1	DY	250.00	$250.00	

SCHEDULE OF VALUES

3" trash pump with 100ft of hose and fuel	1	DY	550.00	$550.00	
3" vacuum hose	1	FT	6.00	$6.00	
3" lay flat hose	1	FT	6.00	$6.00	
6" bypass pump with and fuel	1	DY	895.00	$895.00	
6" vacuum hose	1	FT	8.00	$8.00	
6" lay flat hose	1	FT	8.00	$8.00	
6" x 10ft bypass pumping road ramps	1	DY	895.00	$895.00	
Dump truck with operator	4	HR	250.00	$1,000.00	4hr min hourly rates charged portal to portal
Clean fill dirt	3	Yd	150.00	$450.00	3 yd min done in conjuntion with dump truck truck
Base	3	Yd	175.00	$525.00	3 yd min done in conjuntion with dump truck truck
Concrete/flowable fill	4	Yd	250.00	$1,000.00	4 yd min.
Concrete pump with truck and operator	4	HR	250.00	$1,000.00	4hr min hourly rates charged portal to portal
Asphault	3	TN	350.00	$1,050.00	done in conjuntion with dump truck truck
Equipment pick up or delivery	1	LS	250.00	$250.00	
Pipe felt liners w/ vinyl ester resin 4.5mm x 4"	50	LF	42.00	$2,100.00	
Pipe felt liners w/ vinyl ester resin 4.5mm x 6"	50	LF	45.00	$2,250.00	
Pipe felt liners w/ vinyl ester resin 6mm x 7.75"	50	LF	50.00	$2,500.00	
Pipe felt liners w/ vinyl ester resin 6mm x 10"	50	LF	55.00	$2,750.00	
Pipe felt liners w/ vinyl ester resin 6mm x 12"	50	LF	65.00	$3,250.00	
Pipe felt liners w/ vinyl ester resin 7.5mm x 15"	50	LF	75.00	$3,750.00	
Pipe felt liners w/ vinyl ester resin 9mm x 18"	50	LF	85.00	$4,250.00	
Pipe felt liners w/ vinyl ester resin 10.5mm x 24"	50	LF	100.00	$5,000.00	
Pipe felt liners w/ vinyl ester resin 10.5mm x 30"	50	LF	125.00	$6,250.00	
Pipe felt liners w/ vinyl ester resin 12mm x 36"	50	LF	150.00	$7,500.00	
Pipe felt liners w/ vinyl ester resin 15mm x 42"	50	LF	225.00	$11,250.00	
Pipe felt liners w/ vinyl ester resin 18mm x 48"	50	LF	350.00	$17,500.00	
Pipe felt liners w/ vinyl ester resin 25.5mm x 54"	50	LF	425.00	$21,250.00	
Pipe felt liners w/ vinyl ester resin 28.5mm x 60"	50	LF	600.00	$30,000.00	
CIPP 6" x 2ft point repair	1	Ls	1000.00	$1,000.00	
CIPP 8" x 2ft point repair	1	Ls	1200.00	$1,200.00	
CIPP 10" x 2ft point repair	1	Ls	1400.00	$1,400.00	
CIPP 12" x 2ft point repair	1	Ls	1600.00	$1,600.00	
CIPP 15" x 2ft point repair	1	Ls	1800.00	$1,800.00	
CIPP 18" x 2ft point repair	1	Ls	2200.00	$2,200.00	
CIPP 24" x 2ft point repair	1	Ls	2550.00	$2,550.00	
CIPP 30" x 2ft point repair	1	Ls	2950.00	$2,950.00	
CIPP 36" x 2ft point repair	1	Ls	3500.00	$3,500.00	
CIPP 42" x 2ft point repair	1	Ls	3950.00	$3,950.00	
CIPP 48" x 2ft point repair	1	Ls	4500.00	$4,500.00	
Internal Band Seal 18" x 7.5" point repair	1	Ls	1000.00	$1,000.00	
Internal Band Seal 24" x 7.5" point repair	1	Ls	1200.00	$1,200.00	
Internal Band Seal 30" x 7.5" point repair	1	Ls	1400.00	$1,400.00	
Internal Band Seal 36" x 7.5" point repair	1	Ls	1600.00	$1,600.00	
Internal Band Seal 42" x 7.5" point repair	1	Ls	1800.00	$1,800.00	
Internal Band Seal 48" x 7.5" point repair	1	Ls	2400.00	$2,400.00	
Internal Band Seal 54" x 10.5" point repair	1	Ls	2800.00	$2,800.00	
Internal Band Seal 60" x 10.5" point repair	1	Ls	3100.00	$3,100.00	
Internal Band Seal 72" x 10.5" point repair	1	Ls	3500.00	$3,500.00	
Quick Lock 6" x 16" point repair	1	Ls	1330.00	$1,330.00	

SCHEDULE OF VALUES

Quick Lock 8" x 16" point repair	1	Ls	1615.00	$1,615.00	
Quick Lock 10" x 16" point repair	1	Ls	1908.00	$1,908.00	
Quick Lock 12" x 16" point repair	1	Ls	2188.00	$2,188.00	
Quick Lock 15" x 16" point repair	1	Ls	2513.00	$2,513.00	
Quick Lock 18" x 20" point repair	1	Ls	3103.00	$3,103.00	
Quick Lock 24" x 20" point repair	1	Ls	3915.00	$3,915.00	
Quick Lock 30" x 20" point repair	1	Ls	4970.00	$4,970.00	
Quick Lock Big 32" x 8" point repair	1	Ls	4260.00	$4,260.00	
Quick Lock Big 36" x 8" point repair	1	Ls	4335.00	$4,335.00	
Quick Lock Big 42" x 8" point repair	1	Ls	4650.00	$4,650.00	
Quick Lock Big 48" x 8" point repair	1	Ls	4837.00	$4,837.00	
Quick Lock Big 52" x 8" point repair	1	Ls	5075.00	$5,075.00	
Quick Lock Big 56" x 8" point repair	1	Ls	6163.00	$6,163.00	
Quick Lock Big 60" x 8" point repair	1	Ls	6538.00	$6,538.00	
Quick Lock Big 64" x 8" point repair	1	Ls	6938.00	$6,938.00	
Quick Lock Big 72" x 8" point repair	1	Ls	7760.00	$7,760.00	
				$0.00	

SECTION 3 – SCOPE OF SERVICES

TECHNICAL SPECIFICATIONS:

The objective of the ITB and subsequent contracting activity is to secure the services qualified firms, businesses or individuals for to assist the City with SEPTIC SEWER PUMPING. The City of Port Orange is seeking sealed bid proposals from qualified firms, businesses or individuals for to assist the City with SEPTIC SEWER PUMPING immediately after a hurricane or other disaster.

1. General:

1.1 Scope of Work

This Specification covers the work necessary by the contractor to provide septage hauling services for the City of Port Orange during "emergency" or "planned" system outages that require septage hauling in excess of what City staff can accommodate. The area to be covered is the City of Port Orange utility service area (see attachment A). The Contractor shall be proficient in, and experienced with, the documentation required to obtain reimbursement from federal agencies. The processes and documentation required will be in strict compliance with all federal regulations regarding eligibility. The guidelines under 2 CFR 200 shall apply to this contract.

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.

1.2 Work Specified Herein

Provide septage hauling services for the City of Port Orange during "emergency" and "planned" outages. Primary disposal location of septage is at the Water Reclamation Facility, 817 Oak Street, Port Orange, 32127. Alternative disposal locations would be master stations and/or sanitary manholes located throughout the City and as authorized by City directive. If disposal at any location other than the primary is needed, the Contractor will be given prior notification. Contractor will perform loading and unloading of truck without assistance from City employees. Hauling locations will be provided via email to the Contractor prior to hauling and in print once onsite if needed. Work will be performed and invoiced under project purchase orders. City to require a Bill of Lading for all loads hauled. **Contractor will notify the City when within 20% of reaching maximum amount of task authorization or project purchase order.**

1.3 Proposal Submittals

A) Hourly price for each size hauling vehicle, including all personnel, hoses, connection fitting to load/ unload vehicle, etc. Please see attached bid tabulation sheet for pricing details.

B) Submit a minimum of three separate references with contact names and phone numbers.

C) List any all subcontractors. See Section 7 Form 7.11

D) Any other relevant information from Contractor or its Subcontractors with respect to their qualifications or suitability to perform the work.

2. Equipment:

2.1 General for Septage Hauler Vehicles

Vac-con Truck

Ability to load/unload without city assistance. Outfitted with all connections/fitting/tubes/hoses necessary to perform work required. Working caution and area lights required. No leaking oils or fuels from vehicle. Vehicle must meet all FDOT regulations.

Pumper Truck

Ability to load/unload without city assistance. Outfitted with all connections/fitting/tubes/hoses necessary to perform work required. Working caution and area lights required. No leaking oils or fuels from vehicle. Vehicle must meet all FDOT regulations.

3. Execution:

3.1 Locations

Contractor to respond to all areas inside City of Port Orange utility service area. See map (attachment A).

3.2 Response Time

A) **Planned outage**
City to provide Contractor at least 48hrs notice of planned outage. Contractor to have all pumping vehicles onsite two hours prior to outage start time.

B) **Emergency Response**
Contractor to be onsite within two hours, or less, of notification.
Billable hours will start when vehicle(s) leave Contractor's business location.

3.3 Spills

Contractor responsible for any spills and/or cleanup/restoration that results after septage is loaded onto truck and prior to offload at approved City location. Contractor to submit a Spill Prevention Plan along with Restoration Plan if a spill occurs.

4. Invoicing:

The invoice shall be submitted to the City as identified on the purchase order within five working days of completion of the work. The invoice document shall contain the following information:

A) Purchase order number (P.O.# and Release #, when appropriate).

B) Line item number of work performed with quantities, descriptions, unit prices and totals per line items.

C) Start and completion date(s) of work performed.

D) Work location where services were provided.

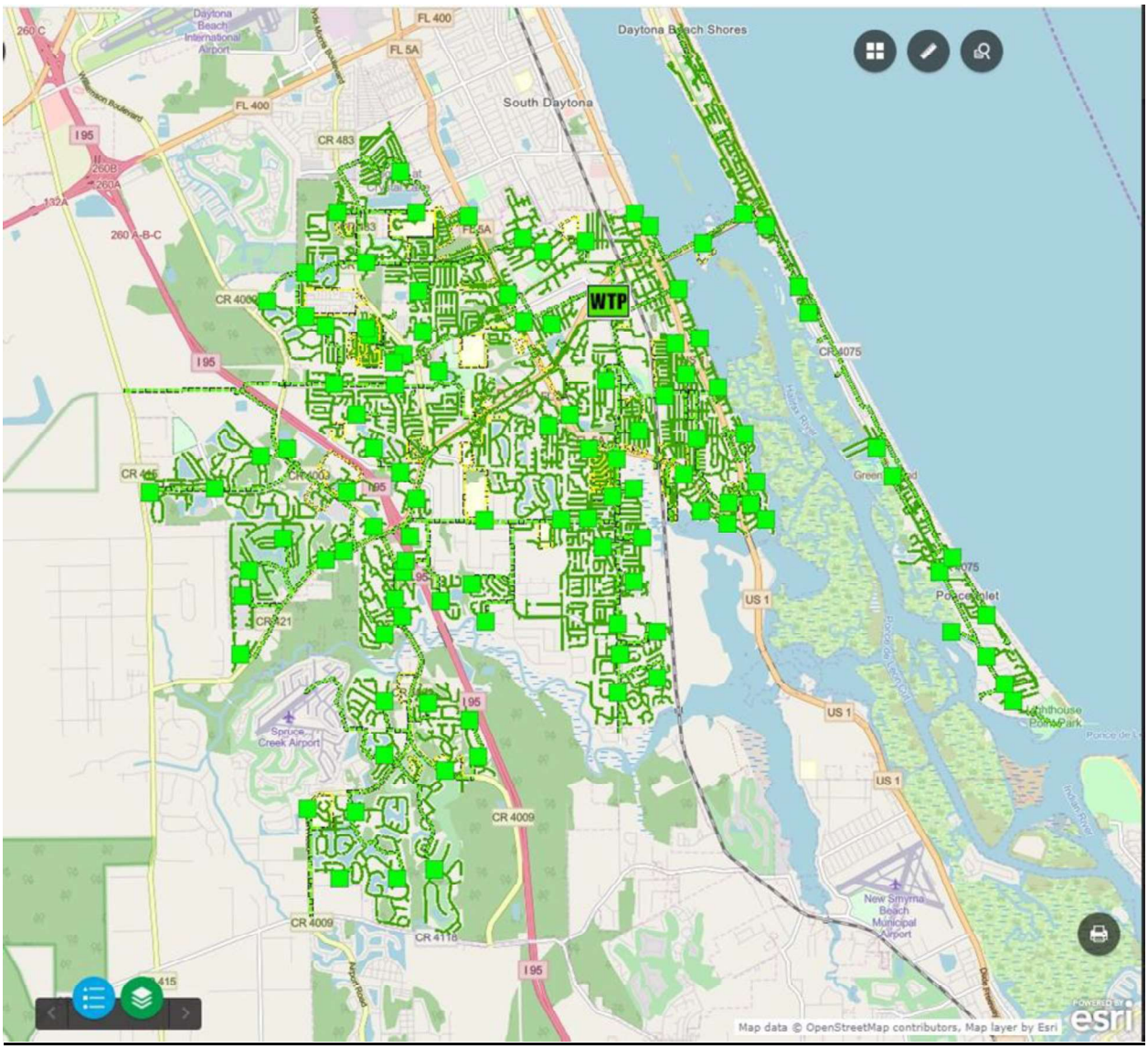
E) Copy of the disposal ticket issued by the disposal site, indicating volume, cost of disposal and disposal site.

[END OF SPECIFICATIONS]

ATTACHMENTS

Lift Station Locations

A.



[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 Cloud 9 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 **CLOUD 9 SERVICES, INC.,** a Florida corporation, whose principal address is 1201 W. Jackson St., Orlando, FL 32805 ("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:_____

CLOUD 9 SERVICES, 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:

_____
Printed Name:_____

_____
Printed Name:_____

CITY OF PORT ORANGE

By:_____
_____, City Manager

Date:_____

Witnesses:

_____
Printed Name:_____

_____
Printed Name:_____

ATTEST:

By:_____
_____, City Clerk

Date:_____

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: Cloud 9 Services, Inc.
Principal Business Address: 1201 W. Jackson St.
Orlando, FL 32805

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, **CLOUD 9 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.

[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:

CLOUD 9 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 # CA7246

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
Public Works & Utilities Department

TO: M. H. Johansson, City Manager

THRU: Lynn Stevens, Director of Public Works & Utilities

FROM: Steve Parnell, Deputy Director of Public Utilities

DATE: June 26, 2020

SUBJECT: Award ITB#20-08, Septic Sewer Pumping Services

REQUEST:
The Public Works & Utilities Department is requesting Council approval to award ITB #20-08, Septic Sewer Pumping Services to Meeks Plumbing, Inc. and Cloud 9 Service, 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, or an outage is planned that requires these services.

PURPOSE:
The purpose of this request is to secure the services of professional and experienced septic sewage haulers to respond and remove sewage in a timely and lawful manner to protect public health and safety.

CONSIDERATION:
On June 9, 2020, Purchasing received four (4) bids for ITB #20-08, Septic Sewer Pumping Services. The objective is to secure professional and experienced septic sewage haulers to respond and remove sewage in a timely and lawful manner to protect public health and safety. 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 two contracts be awarded to ensure the services are continuously available. After review of the bids, staff recommends award to the following two bidders:

- Meeks Plumbing, Inc. Vero Beach, FL
- Cloud 9 Services, Inc. Orlando, FL

Both vendors have main offices in Florida and extensive experience in septic sewage removal services for planned outages and emergency events related to hurricanes, flooding, and other natural disasters.

A Standard Contract for Service will be executed, and services will be executed via Task Authorization(s). Task Authorizations will be executed based on volume and degree of the planned outage or emergency event.

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 Council approval to award ITB #20-08, Septic Sewer Pumping Services to Meeks Plumbing, Inc. and Cloud 9 Service, 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.

ANTICIPATED SCHEDULE:

a.) Council Award – July 21st, 2020

ATTACHMENTS:

a.) Bid related documents

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

SEPTIC SEWER PUMPING
FEMA
ITB #20-08

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 1:30 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# 20-08 SEPTIC SEWER PUMPING

Notice is hereby given that the City of Port Orange is soliciting seal bid proposals for SEPTIC SEWER PUMPING. 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 **1:30 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 bidders unopened. All sealed bid proposals will be evaluated to ensure they contain all required forms in order to deem the bidders responsive or non-responsive. Sealed bid proposals will be opened and read aloud at 1:30 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 SEPTIC SEWER PUMPING immediately after a hurricane or other disaster, during emergency or planned system outages. This Specification covers the work necessary by the contractor to provide septage hauling services for the City of Port Orange during "emergency" or "planned" system outages that require septage hauling in excess of what City staff can accommodate. The area to be covered is the City of Port Orange utility service area (see attachment A). The Contractor shall be proficient in, and experienced with, the documentation required to obtain reimbursement from federal agencies. The processes and documentation required will be in strict compliance with all federal regulations regarding eligibility. The guidelines under 2 CFR 200, and shall apply to this contract.*

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 Septic Sewer Pumping contractor who is capable of efficiently providing the identified services and supplies.

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# 20-08 SEPTIC SEWER PUMPING"** 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.

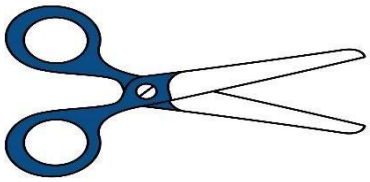
No Bids received after the time and date specified for the opening will be considered. The City of Port Orange, Florida reserves the right to reject any and all Bids and, to waive any and all non-substantial irregularity in Bids received, whenever such rejection or waiver is in the best interest of the 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# 20-08 SEPTIC SEWER PUMPING".**

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 proposal envelope to identify it as a "Sealed Bid Proposal". Be sure to include the name of the company submitting the proposal where requested.



SEALED BID PROPOSAL • DO NOT OPEN

SEALED BID NO. **ITB# 20-08**

BID TITLE: **SEPTIC SEWER PUMPING**

DUE DATE/TIME: **June 9, 2020 at 1:30 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)

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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 SEPTIC SEWER PUMPING and SUPPLIES as described herein.

The City of Port Orange is seeking sealed bid proposals from qualified firms, businesses or individuals assist the City with SEPTIC SEWER PUMPING immediately after a hurricane or other disaster, during emergency or planned system outages. This solicitation will result in the selection of an experienced firm to provide a variety of Septic Sewer Pumping needed during an emergency.

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 processes and documentation required will be in strict compliance with all federal regulations regarding eligibility. The guidelines under 2 CFR 200, shall apply to this contract. The objective of the ITB and subsequent contracting activity is to secure the services of an experienced Septic Sewer Pumping contractor who is capable of efficiently providing the identified services and supplies.

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 (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 1:30 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 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/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, Contractor/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 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# 20-08 Septic Sewer Pumping"** 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 sealed bid 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

SECTION 3 – SCOPE OF SERVICES

TECHNICAL SPECIFICATIONS:

The objective of the ITB and subsequent contracting activity is to secure the services qualified firms, businesses or individuals for to assist the City with SEPTIC SEWER PUMPING. The City of Port Orange is seeking sealed bid proposals from qualified firms, businesses or individuals for to assist the City with SEPTIC SEWER PUMPING immediately after a hurricane or other disaster.

1. General:

1.1 Scope of Work

This Specification covers the work necessary by the contractor to provide septage hauling services for the City of Port Orange during "emergency" or "planned" system outages that require septage hauling in excess of what City staff can accommodate. The area to be covered is the City of Port Orange utility service area (see attachment A). The Contractor shall be proficient in, and experienced with, the documentation required to obtain reimbursement from federal agencies. The processes and documentation required will be in strict compliance with all federal regulations regarding eligibility. The guidelines under 2 CFR 200 shall apply to this contract.

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.

1.2 Work Specified Herein

Provide septage hauling services for the City of Port Orange during "emergency" and "planned" outages. Primary disposal location of septage is at the Water Reclamation Facility, 817 Oak Street, Port Orange, 32127. Alternative disposal locations would be master stations and/or sanitary manholes located throughout the City and as authorized by City directive. If disposal at any location other than the primary is needed, the Contractor will be given prior notification. Contractor will perform loading and unloading of truck without assistance from City employees. Hauling locations will be provided via email to the Contractor prior to hauling and in print once onsite if needed. Work will be performed and invoiced under project purchase orders. City to require a Bill of Lading for all loads hauled. **Contractor will notify the City when within 20% of reaching maximum amount of task authorization or project purchase order.**

1.3 Proposal Submittals

A) Hourly price for each size hauling vehicle, including all personnel, hoses, connection fitting to load/ unload vehicle, etc. Please see attached bid tabulation sheet for pricing details.

B) Submit a minimum of three separate references with contact names and phone numbers.

C) List any all subcontractors. See Section 7 Form 7.11

D) Any other relevant information from Contractor or its Subcontractors with respect to their qualifications or suitability to perform the work.

2. Equipment:

2.1 General for Septage Hauler Vehicles

Vac-con Truck

Ability to load/unload without city assistance. Outfitted with all connections/fitting/tubes/hoses necessary to perform work required. Working caution and area lights required. No leaking oils or fuels from vehicle. Vehicle must meet all FDOT regulations.

Pumper Truck

Ability to load/unload without city assistance. Outfitted with all connections/fitting/tubes/hoses necessary to perform work required. Working caution and area lights required. No leaking oils or fuels from vehicle. Vehicle must meet all FDOT regulations.

3. Execution:

3.1 Locations

Contractor to respond to all areas inside City of Port Orange utility service area. See map (attachment A).

3.2 Response Time

A) **Planned outage**
City to provide Contractor at least 48hrs notice of planned outage. Contractor to have all pumping vehicles onsite two hours prior to outage start time.

B) **Emergency Response**
Contractor to be onsite within two hours, or less, of notification.
Billable hours will start when vehicle(s) leave Contractor's business location.

3.3 Spills

Contractor responsible for any spills and/or cleanup/restoration that results after septage is loaded onto truck and prior to offload at approved City location. Contractor to submit a Spill Prevention Plan along with Restoration Plan if a spill occurs.

4. Invoicing:

The invoice shall be submitted to the City as identified on the purchase order within five working days of completion of the work. The invoice document shall contain the following information:

A) Purchase order number (P.O.# and Release #, when appropriate).

B) Line item number of work performed with quantities, descriptions, unit prices and totals per line items.

C) Start and completion date(s) of work performed.

D) Work location where services were provided.

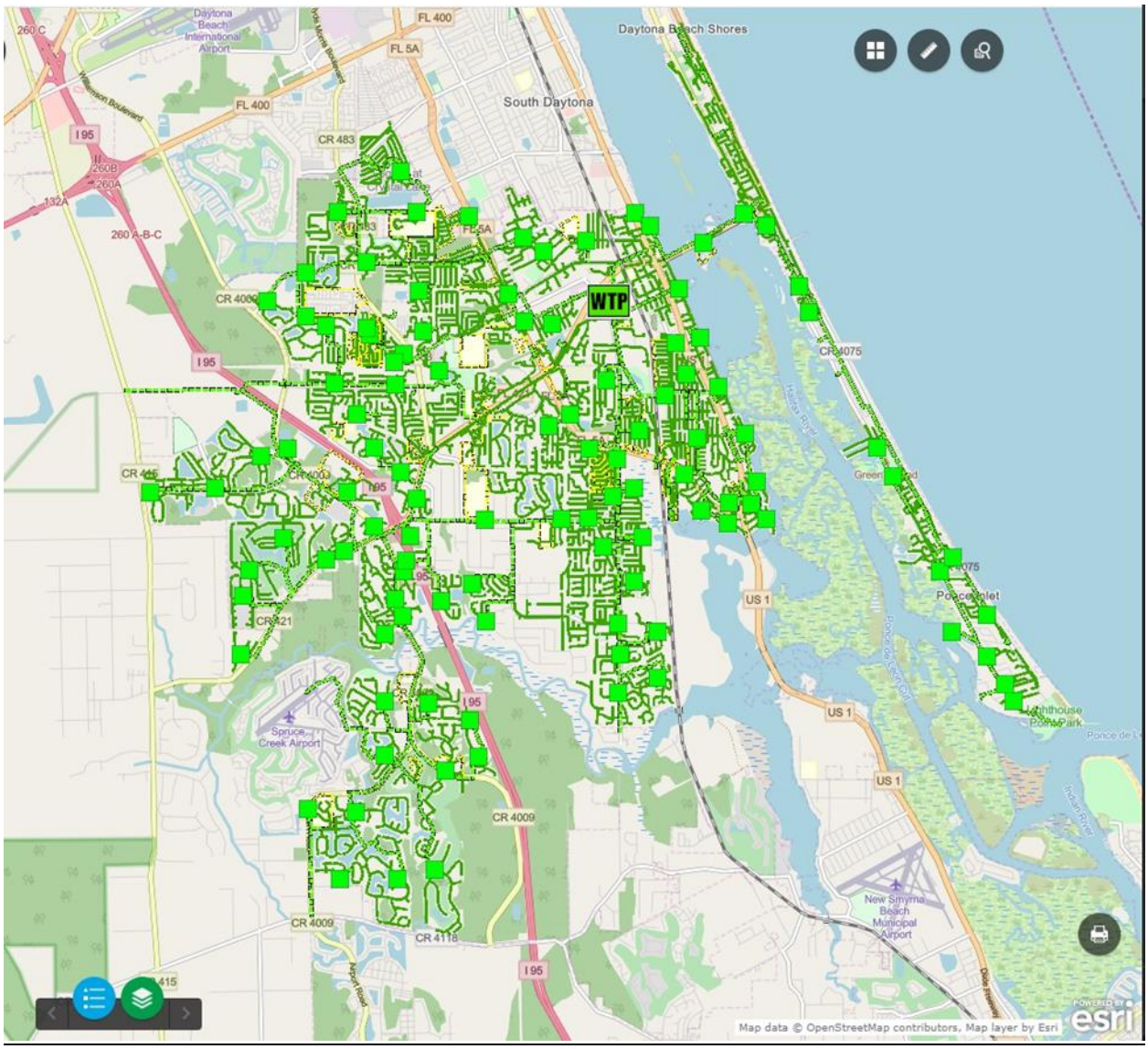
E) Copy of the disposal ticket issued by the disposal site, indicating volume, cost of disposal and disposal site.

[END OF SPECIFICATIONS]

ATTACHMENTS

Lift Station Locations

A.



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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 thegoods/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'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, OSHA, EPA, 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(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 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

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 solicitation. 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 written 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 1:30 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 PROPOSER:

To be eligible to respond to this ITB, the Proposer must have prior successful experience working with Septic Sewer Pumping services.

MINIMUM QUALIFICATIONS:

- Five (5) years of experience in SEPTIC SEWER PUMPING

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 sealed bid 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 Proposer 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 proposers; 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, 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 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, Bidder s 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, personally appeared affiant_____, who, being by me first duly sworn, made the following statement:

1. The business address of_____(name of Offeror or business) is _____.

2. My relationship to_____(name of Offeror or business) is _____(relationship such as sole proprietor, partner, president, vice president).

3. I understand that a public entity crime as defined in Section 287.133 of the Florida Statutes includes a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity in Florida or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or such an agency or political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.

6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)

7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

_____
Name of Business

By:_____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

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. (***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

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

Bid Form

CITY OF PORT ORANGE

ITB #20-08

Septic Sewer Pumping 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, 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:	

ITEM #	Planned Outage Events (0-24hrs Response)		Hourly Rate				
		Estimated hours	Regular Hours	Extended Total Regular Hours	Estimated Quantity	Overtime/Holiday Hours	Extended Total Overtime/Holiday Hours
1	Vac-con	100	$ -	$ -	1	$ -	$ -
2	Pumper Truck (0-2,000) Gallons	100	$ -	$ -	1	$ -	$ -
3	Pumper Truck (2,000-5,000) Gallons	100	$ -	$ -	1	$ -	$ -
4	Pumper Truck (5,000+) Gallons	100	$ -	$ -	1	$ -	$ -
	TOTAL BID AMOUNT			$ -			$ -

ITEM #	Planned Outage Events (24-48hrs Response)		Hourly Rate				
		Estimated hours	Regular Hours	Extended Total Regular Hours	Estimated Quantity	Overtime/Holiday Hours	Extended Total Overtime/Holiday Hours
1	Vac-con	100	$ -	$ -	1	$ -	$ -
2	Pumper Truck (0-2,000) Gallons	100	$ -	$ -	1	$ -	$ -
3	Pumper Truck (2,000-5,000) Gallons	100	$ -	$ -	1	$ -	$ -
4	Pumper Truck (5,000+) Gallons	100	$ -	$ -	1	$ -	$ -
	TOTAL BID AMOUNT			$ -			$ -

ITEM #	Planned Outage Events (48hrs + Response)		Hourly Rate				
		Estimated hours	Regular Hours	Extended Total Regular Hours	Estimated Quantity	Overtime/Holiday Hours	Extended Total Overtime/Holiday Hours
1	Vac-con	100	$ -	$ -	1	$ -	$ -
2	Pumper Truck (0-2,000) Gallons	100	$ -	$ -	1	$ -	$ -
3	Pumper Truck (2,000-5,000) Gallons	100	$ -	$ -	1	$ -	$ -
4	Pumper Truck (5,000+) Gallons	100	$ -	$ -	1	$ -	$ -
	TOTAL BID AMOUNT			$ -			$ -

ITEM #	Emergency Events (0-24hrs Response)		Hourly Rate				
		Estimated hours	Regular Hours	Extended Total Regular Hours	Estimated Quantity	Overtime/Holiday Hours	Extended Total Overtime/Holiday Hours
1	Vac-con	100	$ -	$ -	1	$ -	$ -
2	Pumper Truck (0-2,000) Gallons	100	$ -	$ -	1	$ -	$ -
3	Pumper Truck (2,000-5,000) Gallons	100	$ -	$ -	1	$ -	$ -
4	Pumper Truck (5,000+) Gallons	100	$ -	$ -	1	$ -	$ -
	TOTAL BID AMOUNT			$ -			$ -

ITEM #	Emergency Events (24-48hrs Response)		Hourly Rate				
		Estimated hours	Regular Hours	Extended Total Regular Hours	Estimated Quantity	Overtime/Holiday Hours	Extended Total Overtime/Holiday Hours
1	Vac-con	100	$ -	$ -	1	$ -	$ -
2	Pumper Truck (0-2,000) Gallons	100	$ -	$ -	1	$ -	$ -
3	Pumper Truck (2,000-5,000) Gallons	100	$ -	$ -	1	$ -	$ -
4	Pumper Truck (5,000+) Gallons	100	$ -	$ -	1	$ -	$ -
	TOTAL BID AMOUNT			$ -			$ -

ITEM #	Emergency Events (48hrs + Response)		Hourly Rate				
		Estimated hours	Regular Hours	Extended Total Regular Hours	Estimated Quantity	Overtime/Holiday Hours	Extended Total Overtime/Holiday Hours
1	Vac-con	100	$ -	$ -	1	$ -	$ -
2	Pumper Truck (0-2,000) Gallons	100	$ -	$ -	1	$ -	$ -
3	Pumper Truck (2,000-5,000) Gallons	100	$ -	$ -	1	$ -	$ -
4	Pumper Truck (5,000+) Gallons	100	$ -	$ -	1	$ -	$ -
	TOTAL BID AMOUNT			$ -			$ -

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 the 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 $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	

SAMPLE

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.**		

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.

SAMPLE

(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, inure 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.

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(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

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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

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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.

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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

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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) <u>Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251– 1387) as amended</u>. 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) <u>Debarment and Suspension</u> (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.

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(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,

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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

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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]

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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:

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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:

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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 "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 218.78, 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

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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

_____
Printed Name:_____

By:_____
M.H. Johansson, City Manager

_____
Printed Name:_____

Date:_____

Witnesses:

ATTEST:

_____
Printed Name:_____

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

_____
Printed Name:_____

Date:_____

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 32129-4114
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
May 5, 2020
ITB #20-08 Septic Sewer Pumping

To All Bidders:

The following changes, clarifications and additions are hereby made part of the bidding and specifications for the above referenced project dated June 2, 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: Is there a way to find out who currently has been awarded the contract
Answer: This is a new contract. We currently issue PO's as needed.

Question 2: I was wondering if there was a truck size requirement, or quantity of trucks?
Answer: We did not specify a size limit or quantity. 2,500 gals would be a minimum and there is no minimum for the number of trucks.

Question 3: Can the City please provide the Name of the Current Vendor for this service?
Answer: New Contract, No current vendors or contract

Question 4: Will the City provide a copy of the current executed agreement on file?
Answer: SEE Question #1 and answer.

Question 5: Is there a response time required in the bid?
Answer: YES. Please see information in the ITB.

Question 6: Page 2 – "Bid Awards may be awarded to multiple vendors." Has the City in the past ever awarded this contract to multiple vendors? If so, to whom and when? What were the percentages of the awards and how was that determined or how will that be determined for this Bid?
Answer: SEE Question #1 and answer.

Question 7: Will the City require sanitizing services after an incident/clean-up has occurred?
Answer: NO.

Question 8: What is the total estimated value of the agreement?
Answer: Unknown due to response being emergency type.

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 #20-08 Septic Sewer Pumping remains unchanged.

END OF ADDENDUM NO. #1

OPENING DATE/TIME: June 9th, 2020 @ 1:30PM

Bid Tabulation

ITB #20-08

Septic Sewer Pumping FEMA

			Cloud 9				Meeks Plumbing				Dump Divas LLC				Woody's Septic Tank Service			
			Orlando, FL				Vero Beach, FL				New Smyrna Beach, FL				Holly Hill, FL			
Item No	Description	Estimated Hours	Regular Hours	Extended Total Regular Hours	OT/Holiday Hours	Extended Total OT/Holiday	Regular Hours	Extended Total Regular Hours	OT/Holiday Hours	Extended Total OT/Holiday	Regular Hours	Extended Total Regular Hours	OT/Holiday Hours	Extended Total OT/Holiday	Regular Hours	Extended Total Regular Hours	OT/Holiday Hours	Extended Total OT/Holiday
	Planned Outage Events (0-24hrs Response)																	
1	Vac-con	100	$ 250.00	$ 25,000.00	$ 250.00	$ 250.00	$ 225.00	$ 22,500.00	$ 225.00	$ 225.00	$ -	$ -	$ -	$ -	$ 375.00	$ 37,500.00	$ 550.00	$ 550.00
2	Pumper Truck (0-2,000) Gallons	100	$ 250.00	$ 25,000.00	$ 250.00	$ 250.00	$ 225.00	$ 22,500.00	$ 225.00	$ 225.00	$ -	$ -	$ -	$ -	$ 275.00	$ 27,500.00	$ 375.00	$ 375.00
3	Pumper Truck (2,000-5,000) Gallons	100	$ 250.00	$ 25,000.00	$ 250.00	$ 250.00	$ 225.00	$ 22,500.00	$ 225.00	$ 225.00	$ 275.00	$ 27,500.00	$ 325.00	$ 325.00	$ 275.00	$ 27,500.00	$ 375.00	$ 375.00
4	Pumper Truck (5,000+) Gallons	100	$ 375.00	$ 37,500.00	$ 375.00	$ 375.00	$ 225.00	$ 22,500.00	$ 225.00	$ 225.00	$ 300.00	$ 30,000.00	$ 350.00	$ 350.00	$ 275.00	$ 27,500.00	$ 375.00	$ 375.00
			TOTAL BID AMOUNT:	$ 112,500.00	TOTAL OT/HOLIDAY	$ 1,125.00	TOTAL BID AMOUNT:	$ 90,000.00	TOTAL OT/HOLIDAY	$ 900.00	TOTAL BID AMOUNT:	$ 57,500.00	TOTAL OT/HOLIDAY BID	$ 675.00	TOTAL BID AMOUNT:	$ 120,000.00	TOTAL OT/HOLIDAY BID	$ 1,675.00
Item No	Description	Estimated Hours	Regular Hours	Extended Total Regular Hours	OT/Holiday Hours	Extended Total OT/Holiday	Regular Hours	Extended Total Regular Hours	OT/Holiday Hours	Extended Total OT/Holiday	Regular Hours	Extended Total Regular Hours	OT/Holiday Hours	Extended Total OT/Holiday	Regular Hours	Extended Total Regular Hours	OT/Holiday Hours	Extended Total OT/Holiday
	Planned Outage Events (24-48hrs Response)																	
1	Vac-con	100	$ 250.00	$ 25,000.00	$ 250.00	$ 250.00	$ 205.00	$ 20,500.00	$ 225.00	$ 225.00	$ -	$ -	$ -	$ -	$ 375.00	$ 37,500.00	$ 550.00	$ 550.00
2	Pumper Truck (0-2,000) Gallons	100	$ 250.00	$ 25,000.00	$ 250.00	$ 250.00	$ 205.00	$ 20,500.00	$ 225.00	$ 225.00	$ -	$ -	$ -	$ -	$ 275.00	$ 27,500.00	$ 375.00	$ 375.00
3	Pumper Truck (2,000-5,000) Gallons	100	$ 250.00	$ 25,000.00	$ 250.00	$ 250.00	$ 205.00	$ 20,500.00	$ 225.00	$ 225.00	$ 275.00	$ 27,500.00	$ 325.00	$ 325.00	$ 275.00	$ 27,500.00	$ 375.00	$ 375.00
4	Pumper Truck (5,000+) Gallons	100	$ 375.00	$ 37,500.00	$ 375.00	$ 375.00	$ 205.00	$ 20,500.00	$ 225.00	$ 225.00	$ 300.00	$ 30,000.00	$ 350.00	$ 350.00	$ 275.00	$ 27,500.00	$ 375.00	$ 375.00
			TOTAL BID AMOUNT:	$ 112,500.00	TOTAL OT/HOLIDAY	$ 1,125.00	TOTAL BID AMOUNT:	$ 82,000.00	TOTAL OT/HOLIDAY	$ 900.00	TOTAL BID AMOUNT:	$ 57,500.00	TOTAL OT/HOLIDAY BID	$ 675.00	TOTAL BID AMOUNT:	$ 120,000.00	TOTAL OT/HOLIDAY BID	$ 1,675.00
Item No	Description	Estimated Hours	Regular Hours	Extended Total Regular Hours	OT/Holiday Hours	Extended Total OT/Holiday	Regular Hours	Extended Total Regular Hours	OT/Holiday Hours	Extended Total OT/Holiday	Regular Hours	Extended Total Regular Hours	OT/Holiday Hours	Extended Total OT/Holiday	Regular Hours	Extended Total Regular Hours	OT/Holiday Hours	Extended Total OT/Holiday
	Planned Outage Events (48hrs + Response)																	
1	Vac-con	100	$ 250.00	$ 25,000.00	$ 250.00	$ 250.00	$ 205.00	$ 20,500.00	$ 205.00	$ 205.00	$ -	$ -	$ -	$ -	$ 375.00	$ 37,500.00	$ 550.00	$ 550.00
2	Pumper Truck (0-2,000) Gallons	100	$ 250.00	$ 25,000.00	$ 250.00	$ 250.00	$ 205.00	$ 20,500.00	$ 205.00	$ 205.00	$ -	$ -	$ -	$ -	$ 275.00	$ 27,500.00	$ 375.00	$ 375.00
3	Pumper Truck (2,000-5,000) Gallons	100	$ 250.00	$ 25,000.00	$ 250.00	$ 250.00	$ 205.00	$ 20,500.00	$ 205.00	$ 205.00	$ 260.00	$ 26,000.00	$ 325.00	$ 325.00	$ 275.00	$ 27,500.00	$ 375.00	$ 375.00
4	Pumper Truck (5,000+) Gallons	100	$ 375.00	$ 37,500.00	$ 375.00	$ 375.00	$ 205.00	$ 20,500.00	$ 205.00	$ 205.00	$ 300.00	$ 30,000.00	$ 350.00	$ 350.00	$ 275.00	$ 27,500.00	$ 375.00	$ 375.00
			TOTAL BID AMOUNT:	$ 112,500.00	TOTAL OT/HOLIDAY	$ 1,125.00	TOTAL BID AMOUNT:	$ 82,000.00	TOTAL OT/HOLIDAY	$ 820.00	TOTAL BID AMOUNT:	$ 56,000.00	TOTAL OT/HOLIDAY BID	$ 675.00	TOTAL BID AMOUNT:	$ 120,000.00	TOTAL OT/HOLIDAY BID	$ 1,675.00
Item No	Description	Estimated Hours	Regular Hours	Extended Total Regular Hours	OT/Holiday Hours	Extended Total OT/Holiday	Regular Hours	Extended Total Regular Hours	OT/Holiday Hours	Extended Total OT/Holiday	Regular Hours	Extended Total Regular Hours	OT/Holiday Hours	Extended Total OT/Holiday	Regular Hours	Extended Total Regular Hours	OT/Holiday Hours	Extended Total OT/Holiday
	Emergency Events (0-24hrs Response)																	
1	Vac-con	100	$ 250.00	$ 25,000.00	$ 250.00	$ 250.00	$ 265.00	$ 26,500.00	$ 265.00	$ 265.00	$ -	$ -	$ -	$ -	$ 375.00	$ 37,500.00	$ 550.00	$ 550.00
2	Pumper Truck (0-2,000) Gallons	100	$ 250.00	$ 25,000.00	$ 250.00	$ 250.00	$ 265.00	$ 26,500.00	$ 265.00	$ 265.00	$ -	$ -	$ -	$ -	$ 275.00	$ 27,500.00	$ 375.00	$ 375.00
3	Pumper Truck (2,000-5,000) Gallons	100	$ 250.00	$ 25,000.00	$ 250.00	$ 250.00	$ 265.00	$ 26,500.00	$ 265.00	$ 265.00	$ 275.00	$ 27,500.00	$ 325.00	$ 325.00	$ 275.00	$ 27,500.00	$ 375.00	$ 375.00
4	Pumper Truck (5,000+) Gallons	100	$ 375.00	$ 37,500.00	$ 375.00	$ 375.00	$ 265.00	$ 26,500.00	$ 265.00	$ 265.00	$ 300.00	$ 30,000.00	$ 350.00	$ 350.00	$ 275.00	$ 27,500.00	$ 375.00	$ 375.00
			TOTAL BID AMOUNT:	$ 112,500.00	TOTAL OT/HOLIDAY	$ 1,125.00	TOTAL BID AMOUNT:	$ 106,000.00	TOTAL OT/HOLIDAY	$ 1,060.00	TOTAL BID AMOUNT:	$ 57,500.00	TOTAL OT/HOLIDAY BID	$ 675.00	TOTAL BID AMOUNT:	$ 120,000.00	TOTAL OT/HOLIDAY BID	$ 1,675.00
Item No	Description	Estimated Hours	Regular Hours	Extended Total Regular Hours	OT/Holiday Hours	Extended Total OT/Holiday	Regular Hours	Extended Total Regular Hours	OT/Holiday Hours	Extended Total OT/Holiday	Regular Hours	Extended Total Regular Hours	OT/Holiday Hours	Extended Total OT/Holiday	Regular Hours	Extended Total Regular Hours	OT/Holiday Hours	Extended Total OT/Holiday
	Emergency Events (24-48hrs Response)																	
1	Vac-con	100	$ 250.00	$ 25,000.00	$ 250.00	$ 250.00	$ 225.00	$ 22,500.00	$ 225.00	$ 225.00	$ -	$ -	$ -	$ -	$ 375.00	$ 37,500.00	$ 550.00	$ 550.00
2	Pumper Truck (0-2,000) Gallons	100	$ 250.00	$ 25,000.00	$ 250.00	$ 250.00	$ 225.00	$ 22,500.00	$ 225.00	$ 225.00	$ -	$ -	$ -	$ -	$ 275.00	$ 27,500.00	$ 375.00	$ 375.00
3	Pumper Truck (2,000-5,000) Gallons	100	$ 250.00	$ 25,000.00	$ 250.00	$ 250.00	$ 225.00	$ 22,500.00	$ 225.00	$ 225.00	$ 275.00	$ 27,500.00	$ 325.00	$ 325.00	$ 275.00	$ 27,500.00	$ 375.00	$ 375.00
4	Pumper Truck (5,000+) Gallons	100	$ 375.00	$ 37,500.00	$ 375.00	$ 375.00	$ 225.00	$ 22,500.00	$ 225.00	$ 225.00	$ 300.00	$ 30,000.00	$ 350.00	$ 350.00	$ 275.00	$ 27,500.00	$ 375.00	$ 375.00
			TOTAL BID AMOUNT:	$ 112,500.00	TOTAL OT/HOLIDAY	$ 1,125.00	TOTAL BID AMOUNT:	$ 90,000.00	TOTAL OT/HOLIDAY	$ 900.00	TOTAL BID AMOUNT:	$ 57,500.00	TOTAL OT/HOLIDAY BID	$ 675.00	TOTAL BID AMOUNT:	$ 120,000.00	TOTAL OT/HOLIDAY BID	$ 1,675.00
Item No	Description	Estimated Hours	Regular Hours	Extended Total Regular Hours	OT/Holiday Hours	Extended Total OT/Holiday	Regular Hours	Extended Total Regular Hours	OT/Holiday Hours	Extended Total OT/Holiday	Regular Hours	Extended Total Regular Hours	OT/Holiday Hours	Extended Total OT/Holiday	Regular Hours	Extended Total Regular Hours	OT/Holiday Hours	Extended Total OT/Holiday
	Emergency Events (48hrs + Response)																	
1	Vac-con	100	$ 250.00	$ 25,000.00	$ 250.00	$ 250.00	$ 205.00	$ 20,500.00	$ 205.00	$ 205.00	$ -	$ -	$ -	$ -	$ 375.00	$ 37,500.00	$ 550.00	$ 550.00
2	Pumper Truck (0-2,000) Gallons	100	$ 250.00	$ 25,000.00	$ 250.00	$ 250.00	$ 205.00	$ 20,500.00	$ 205.00	$ 205.00	$ -	$ -	$ -	$ -	$ 275.00	$ 27,500.00	$ 375.00	$ 375.00
3	Pumper Truck (2,000-5,000) Gallons	100	$ 250.00	$ 25,000.00	$ 250.00	$ 250.00	$ 205.00	$ 20,500.00	$ 205.00	$ 205.00	$ 260.00	$ 26,000.00	$ 325.00	$ 325.00	$ 275.00	$ 27,500.00	$ 375.00	$ 375.00
4	Pumper Truck (5,000+) Gallons	100	$ 375.00	$ 37,500.00	$ 375.00	$ 375.00	$ 205.00	$ 20,500.00	$ 205.00	$ 205.00	$ 300.00	$ 30,000.00	$ 350.00	$ 350.00	$ 275.00	$ 27,500.00	$ 375.00	$ 375.00
			TOTAL BID AMOUNT:	$ 112,500.00	TOTAL OT/HOLIDAY	$ 1,125.00	TOTAL BID AMOUNT:	$ 82,000.00	TOTAL OT/HOLIDAY	$ 820.00	TOTAL BID AMOUNT:	$ 56,000.00	TOTAL OT/HOLIDAY BID	$ 675.00	TOTAL BID AMOUNT:	$ 120,000.00	TOTAL OT/HOLIDAY BID	$ 1,675.00
	Required Forms Submitted:		YES				YES				YES				NO			
	Bid Bond Submitted:		YES				YES				YES				NO			
	Responsive & Responsible Bidder:		YES				YES				NO				NO			

Missing Pricing

No Bid Bond

DISCLAIMER: THIS BID TABULATION INDICATES ONLY THE BIDS AS RECEIVED. ALL BIDS ARE SUBJECT TO VERIFICATION FOR ACCURACY, AND FOR SPECIFICATION AND

CONTRACT COMPLIANCE. NO CONCLUSIONS ABOUT CONTRACT AWARDS SHOULD BE DRAWN FROM THESE PRELIMINARY TABULATIONS

NOTICE OF INTENT TO AWARD

ITB 20-08 Septic Sewer Pumping
June 17, 2020

On June 9, 2020 Purchasing received Four (4) bids for ITB 20-08 Septic Sewer Pumping.

After review of the bids submitted, City Staff has made its recommendation to award to the lowest Two (2) bidders who are responsive and responsible at the pricing submitted.

Cloud 9 Service Inc. of Orlando, FL.
Meeks Plumbing Inc. of Vero Beach, FL.

Recommendation to award will be presented for City Council approval on July 21, 2020.

David Van Valkenburgh CFCM, C.P.M.
Purchasing Agent

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: Meeks Plumbing Inc.
Name of Business

K Meeks
Authorized Signature

6-8-2020
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):

Meeks Plumbing INC
NAME OF BUSINESS

5555 US 1
MAILING ADDRESS

AUTHORIZED SIGNATURE

Vero Beach, FL 32967
CITY, STATE & ZIP CODE

Kyle Meeks, Vice President
NAME, TITLE, TYPED

772-569-7647 / 772-569-7647
TELEPHONE NUMBER / FAX NUMBER

65-0021660
FEDERAL IDENTIFICATION #

kmeeks@meeksplumbing.com
E-MAIL ADDRESS

STATE OF Florida
COUNTY OF Indian River

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 8 day of June, 2020 by Kyle Meeks, as Vice President of Meeks Plumbing Inc a ___. He or she is ✓ personally known or ___ produced ___ as identification.

Notary Public State of Florida
Loretta M Thibault
My Commission GG 093573
Expires 08/10/2021

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: 5-5-2020 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:

****

Meeks Plumbing Inc.
Name of Business

By: [signature]
Printed Name: Kyle Meeks
Title: VICE PRESIDENT

STATE OF Florida
COUNTY OF Indian River

The foregoing instrument was acknowledged before me by means of X *physical presence or* _____ *online notarization, this* 8 *day of* June, 2020, *by* Kyle Meeks *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:

Notary Public State of Florida
Loretta M Thibault
My Commission GG 093573
Expires 08/10/2021

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.

Meeks Plumbing INC
Name of Business

By: [signature]
Printed Name: Kyle Meeks
Title: VICE PRESIDENT

STATE OF Florida
COUNTY OF Indian River

The foregoing instrument was acknowledged before me by means of X *physical presence or* _____ *online notarization, this* 8th *day of* June, *20*20 *by* Kyle Meeks *who is personally known to me or who produced* _____ *as identification.*

My Commission Expires: _____

Notary Public, State of Florida
Loretta M Thibault
My Commission GG 093573
Expires 08/10/2021

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

1. The business address of 5555 US 1 Vero Beach, FL 32967 (name of Offeror or business) is Meeks Plumbing Inc.

2. My relationship to Meeks Plumbing Inc (name of Offeror or business) is VICE 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.)**

Meeks Plumbing Inc.
Name of Business

By: [signature]
Printed Name: Kyle Meeks
Title: VICE PRESIDENT

STATE OF Florida
COUNTY OF Indian River

The foregoing instrument was acknowledged before me by means of [signature] *physical presence or* _____ *online notarization, this* 4th *day of* June, 2020 *by* Kyle Meeks *who is personally known to me or who produced* _____ *as identification.*

My Commission Expires: _____

Notary Public State of Florida
Loretta M Thibault
My Commission GG 093573
Expires 08/10/2021

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: Meeks Plumbing Inc.

SIGNED BY: K Meeks

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

PRINTED SIGNATURE: Kyle Meeks

TITLE: Vice President

ADDRESS: 5555 US 1

CITY: Vero Beach STATE: FLORIDA ZIP CODE: 32967

TELEPHONE: 772-569-2285 FAX: 772-569-7647

COMPLETION TIME: 6-8-2020

F.E.I.N. NUMBER: 65-0021660

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 #
Kyle Meeks	VICE PRESIDENT	772-569-2285

(Authorized Signature)

Kyle Meeks
(Print Name of Authorized Signature)

This document must be completed and returned with your Submittal

Form 7.8 – STATEMENT OF VENDOR QULAIFICATIONS

A. Meeks Plumbing Inc.
B. 5555 US Hwy 1 Suite 1 Vero Beach, FL 32967
C. 2-19-1988
D. Florida
E. 32
F. Contracts: See Attached
G. Plumbing, Underground Utilities, Vac-Truck, Waste Water
H. No
I. No
J. Projects – See Attached
K. Vehicle List – See Attached
L. 40 Years of Plumbing Experience, see Attached
M. Background:
   Ronald Meeks: Certified Licensed Plumbing Contractor since 1982. Successfully started Meeks Plumbing. With his son, Kyle Meeks they have grown the business from small residential plumbing services into a leading plumbing contractor serving residential and commercial clients as well as multiple municipalities in Florida.
   Kyle Meeks: Certified License Plumbing Contractor since 2012, Certified Licensed Underground Utilities Contractor, Certified State Septic Tank Contracting License and CDL Driver.
N. No Line of Credit Needed
O. Bank Reference: See Attached
P. No. All equipment is paid for and company owned.

MEEKS
PLUMBING, INC.

5555 US Hwy 1 Suite #1 Vero Beach, FL 32967
772-569-2285 / fax 772-569-7647

Contracts:

Brevard County Bio-solids Transportation, $300K per year 4 years remaining.

Indian River County School, Grease traps & lift stations $35K per year, one year

St. Lucie County School, Grease Trap $30K per year, one year

Indian River County Emergency Hauling, less $100K Contract up this year

Brevard County Emergency Hauling, Over $100K per year

Brevard County School Grease trap & lift station $50K per year, one year

MEEKS
PLUMBING, INC.

5555 US Hwy 1 Suite #1 Vero Beach, FL 32967
772-569-2285 / fax 772-569-7647

Recent projects Completed:

The Grove Community $240K
130,000 gallons a day WWTP hauling, 24 hrs a day, 7 days a week, round the clock bypass hauling for 8 weeks straight.

St. Lucie County emergency 18" water main repair $37K

Martin County DOT emergency 36" culvert repair $15K

Brevard County Bio-solids Transportation, $300K per year 4 years remaining.

Indian River County School, Grease traps & lift stations $35K per year, one year

St. Lucie County School, Grease Trap $30K per year, one year

Indian River County Emergency Hauling, less $100K Contract up this year

Brevard County Emergency Hauling, Over $100K per year

Brevard County School Grease trap & lift station $50K per year, one year

MEEKS

PLUMBING, INC.

5555 US Hwy 1 Suite #1 Vero Beach, FL 32967
772-569-2285 / fax 772-569-7647

Current Vehicles Owned & Tank Capacity:

Kenworth Semi Tractor #70	7,000 Gallon Tanker Trailer
Kenworth Semi Tractor #71	7,000 Gallon Tanker Trailer
Kenworth Semi Tractor #72	9 Mac Framed Cake/Sludge Trailers
Kenworth Semi Tractor #72	6,000 Gallon Tanker Trailer

Freightliner Pump Truck #55	2,500 gallon tank
Peterbilt Pump Truck #42	3,600 gallon tank
Freightliner Pump Truck #57	4,000 gallon tank
International Pump Truck # 52	4,200 gallon tank
International Pump Truck # 53	4,200 gallon tank
Mack Pump Truck #51	4,500 gallon tank
Freightliner Pump Truck #56	4,800 gallon tank

International Vac-con Truck #61	2,500g./12 sq.yard debris tank
International Vac-con Truck #62	2,500g./12 sq.yard debris tank
International Vac-con Truck #63	2,500g./12 sq.yard debris tank
International Vac-con Truck #64	2,500g./12 sq.yard debris tank
International Vac-con Truck #65	2,500g./12 sq.yard debris tank
International Vac-con Truck #67	3,000g/ 14sq yard debris tank

1 Dump truck
6 Trachoe Machines
1 Skid Steer
38 Service Vans
12 Utility Trucks
2 Diesel Jetter Trailers
1 Off Road Semi Tractor
2 5 yard Dump trailers
6 Flat bed Equipment trailers
7 acre facility Office & warehouse in Vero Beach, FL.
3 acre facility Office & warehouse in Belleview, FL.

MEEKS

PLUMBING, INC.

5555 US Hwy 1 Suite #1 Vero Beach, FL 32967
772-569-2285 / fax 772-569-7647

Experience:

Since 2012, Emergency hauling after natural disaters, lift station failure, force main breaks, WWTP Plant failure for St. Lucie County, Indian River County, Brevard County, City of Palm Bay, City of Port Orange, And numerious private facilities.

Large lift station & WWTP tank cleaning & grit removal for multiple manicupalities.

130,000 gallons a day WWTP hauling, 24 hrs a day, 7 days a week, round the clock bypass hauling for 8 weeks straight.

Storm water hauling hauling 24 hrs a day for multiple weeks.

Grease trap & lift station pumping & emergency hauling for multiple school boards.

Lift station cleaning maintenace for multple municipalities.

Underground emergency utility repairs for multiple manicupalities ranging from 18" ductile water main repairs to 48" Culvert repairs.

Currently own & operate nine, 30 yard aluminum end dump trailers hauling 4-8 loads of cake for municipality 6 days a week on a 3 year contract.

Contract with multiple manicupalities for liquid lime hauling.

Contract with Mulitple manicupalities for vac-con truck services.

PNC Bank Contact Information

Lauren Della Bella
Assistant Vice President
Corporate & Institutional Banking

The PNC Financial Services Group
7121 Fairway Drive Suite 300
Palm Beach Gardens, FL 33418
T 954-445-9912
Lauren.DellaBella@pnc.com

Account Number: 1214999053

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: $ No line of Credit Needed
O. Give bank reference: PNC, see Attached
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.

Meeks Plumbing Inc.
Name of Business

By: [signature]
Printed Name: Kyle Meeks
Title: VICE PRESIDENT

STATE OF Florida
COUNTY OF Indian River

The foregoing instrument was acknowledged before me by means of [signature] *physical presence or* _____ *online notarization, this* 8 *day of* June, 20 20, *by* Kyle Meeks *who is personally known to me or who produced* _____ *as identification.*

My Commission Expires: _____

Notary Public State of Florida
Loretta M Thibault
My Commission GG 093573
Expires 08/10/2021

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: Indian River Medical Center
   Contact Person: Matthew Depino
   City, State: Vero Beach, FLORIDA 32960
   Telephone Number: 772-567-4311 EXT 1029
   Email Address: matthewdepino@irmc.cc
   Description of goods or Services provided: Plumbing, Grease Trap, Lift Stations
   Contract Amount: 100,000 - 250,000 per year
   Start/End Date of Contract: 2002 - Present - ONgoing Services
2. Company Name: City of Palm Bay Utilities
   Contact Person: Glenn Beckett
   City, State: Palm Bay FLORIDA 32905
   Telephone Number: 321-288-6778
   Email Address: Glenn.Beckett@palmbayflorida.org
   Description of goods or Services provided: Emergency Hauling, VACUUM TRUCK, PUMP TRUCK
   Contract Amount: 50,000 - 200,000 per year
   Start/End Date of Contract: 2017 - Present ongoing services
3. Company Name: St. Lucie County
   Contact Person: Val Santos
   City, State: Fort Pierce, FL 34982
   Telephone Number: 772-462-1847
   Email Address: SantosV@stlucieco.org
   Description of goods or Services provided: Emergency hauling, sludge hauling, underground utilities
   Contract Amount: 200,000 - 600,000 per Year
   Start/End Date of Contract: 2012 - Present ONgoing service

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	Matthew Depino	772-547-4311 EXT 1024	Y	18	Plumbing Services Grease Trap & Lift Stations
2	Val Santos	772-462-1846	Y	8	Emergency Hauling Sludge Hauling underground Utilities
3	Glenn Beckett	321-288-6778	Y	3	Emergency Hauling VACUUM TRUCK PUMP TRUCK

This document must be completed and returned with your Submittal.

FORM 7.10 – CERTIFICATE AS TO CORPORATE PRINCIPAL

I, Ronald E Meeks, certify that I am the Meeks Pumping Inc secretary of the corporation named as Principal in the within Bid Bond; that Kyle Meeks, 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 NOT APPLICABLE

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 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. (***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 Florida
COUNTY OF Indian River

Date: June 8, 2020

Contractor/Firm: Meeks Plumbing INC.

By: [signature]
Printed Name/Title: Kyle Meeks
VICE PRESIDENT

The foregoing instrument was acknowledged before me by means of X physical presence or ____ online notarization, this 8th day of June, 2020, by Kyle Meeks, as Vice President of _____, a _____. He or she is X personally known or ____ produced _____ as identification.

_____
Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

Notary Public State of Florida
Loretta M Thibault
My Commission GG 093573
Expires 08/10/2021

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

Bid Form

CITY OF PORT ORANGE

ITB #20-08

Septic Sewer Pumping 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, preferably electronically.

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

NAME OF BUSINESS:	MEEKS PLUMBING INC
CONTACT PERSON:	KYLE MEEKS
EMAIL ADDRESS:	KMEEKS@MEEKSPLUMBING.COM
AUTHORIZED SIGNATURE:	

ITEM #	Planned Outage Events (0-24hrs Response)		Hourly Rate				
		Estimated hours	Regular Hours	Extended Total Regular Hours	Estimated Quantity	Overtime/Holiday Hours	Extended Total Overtime/Holiday Hours
1	Vac-con	100	$ 225.00	$ 2,250.00	1	$ 225.00	$ 225.00
2	Pumper Truck (0-2,000) Gallons	100	$ 225.00	$ 2,250.00	1	$ 225.00	$ 225.00
3	Pumper Truck (2,000-5,000) Gallons	100	$ 225.00	$ 2,250.00	1	$ 225.00	$ 225.00
4	Pumper Truck (5,000+) Gallons	100	$ 225.00	$ 2,250.00	1	$ 225.00	$ 225.00
	TOTAL BID AMOUNT			$ 9,000.00			$ 900.00

ITEM #	Planned Outage Events (24-48hrs Response)		Hourly Rate				
		Estimated hours	Regular Hours	Extended Total Regular Hours	Estimated Quantity	Overtime/Holiday Hours	Extended Total Overtime/Holiday Hours
1	Vac-con	100	$ 205.00	$ 2,050.00	1	$ 225.00	$ 225.00
2	Pumper Truck (0-2,000) Gallons	100	$ 205.00	$ 2,050.00	1	$ 225.00	$ 225.00
3	Pumper Truck (2,000-5,000) Gallons	100	$ 205.00	$ 2,050.00	1	$ 225.00	$ 225.00
4	Pumper Truck (5,000+) Gallons	100	$ 205.00	$ 2,050.00	1	$ 225.00	$ 225.00
	TOTAL BID AMOUNT			$ 8,200.00			$ 900.00

ITEM #	Planned Outage Events (48hrs + Response)		Hourly Rate				
		Estimated hours	Regular Hours	Extended Total Regular Hours	Estimated Quantity	Overtime/Holiday Hours	Extended Total Overtime/Holiday Hours
1	Vac-con	100	$ 205.00	$ 2,050.00	1	$ 205.00	$ 205.00
2	Pumper Truck (0-2,000) Gallons	100	$ 205.00	$ 2,050.00	1	$ 205.00	$ 205.00
3	Pumper Truck (2,000-5,000) Gallons	100	$ 205.00	$ 2,050.00	1	$ 205.00	$ 205.00
4	Pumper Truck (5,000+) Gallons	100	$ 205.00	$ 2,050.00	1	$ 205.00	$ 205.00
	TOTAL BID AMOUNT			$ 8,200.00			$ 820.00

ITEM #	Emergency Events (0-24hrs Response)		Hourly Rate				
		Estimated hours	Regular Hours	Extended Total Regular Hours	Estimated Quantity	Overtime/Holiday Hours	Extended Total Overtime/Holiday Hours
1	Vac-con	100	$ 265.00	$ 2,650.00	1	$ 265.00	$ 265.00
2	Pumper Truck (0-2,000) Gallons	100	$ 265.00	$ 2,650.00	1	$ 265.00	$ 265.00
3	Pumper Truck (2,000-5,000) Gallons	100	$ 265.00	$ 2,650.00	1	$ 265.00	$ 265.00
4	Pumper Truck (5,000+) Gallons	100	$ 265.00	$ 2,650.00	1	$ 265.00	$ 265.00
	TOTAL BID AMOUNT			$ 10,600.00			$ 1,060.00

ITEM #	Emergency Events (24-48hrs Response)		Hourly Rate				
		Estimated hours	Regular Hours	Extended Total Regular Hours	Estimated Quantity	Overtime/Holiday Hours	Extended Total Overtime/Holiday Hours
1	Vac-con	100	$ 225.00	$ 2,250.00	1	$ 225.00	$ 225.00
2	Pumper Truck (0-2,000) Gallons	100	$ 225.00	$ 2,250.00	1	$ 225.00	$ 225.00
3	Pumper Truck (2,000-5,000) Gallons	100	$ 225.00	$ 2,250.00	1	$ 225.00	$ 225.00
4	Pumper Truck (5,000+) Gallons	100	$ 225.00	$ 2,250.00	1	$ 225.00	$ 225.00
	TOTAL BID AMOUNT			$ 9,000.00			$ 900.00

ITEM #	Emergency Events (48hrs + Response)		Hourly Rate				
		Estimated hours	Regular Hours	Extended Total Regular Hours	Estimated Quantity	Overtime/Holiday Hours	Extended Total Overtime/Holiday Hours
1	Vac-con	100	$ 205.00	$ 2,050.00	1	$ 205.00	$ 205.00
2	Pumper Truck (0-2,000) Gallons	100	$ 205.00	$ 2,050.00	1	$ 205.00	$ 205.00
3	Pumper Truck (2,000-5,000) Gallons	100	$ 205.00	$ 2,050.00	1	$ 205.00	$ 205.00
4	Pumper Truck (5,000+) Gallons	100	$ 205.00	$ 2,050.00	1	$ 205.00	$ 205.00
	TOTAL BID AMOUNT			$ 8,200.00			$ 820.00

BID BOND

BID BOND

Bond No.:

KNOW ALL MEN BY THESE PRESENTS that Meeks Plumbing Inc., as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 5555 US 1 Vero Beach, FL 32967, Tel.: 772-569-2285, (hereinafter called "PRINCIPAL"), and Meeks Plumbing Inc, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 5555 U.S. Hwy 1, Vero Beach FL, Tel.: 772-569-2285 (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 June 8th, 2020, for:

Project Name / Bid No.: ITB-20-08-0-2020/DW

Project Address: City of Port Orange

Legal Description: N/A

Description of Work: Septic Sewer Pumps

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.

8 IN WITNESS WHEREOF, the above parties have executed this instrument under their several seals, this ____ 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:

Signature (President)

Corporate Officer & Title

ATTEST:

Signature (Vice President)

Corporate Secretary (Affix Corporate Seal)

WITNESSESS:

SURETY:

5% check

Attorney-in-Fact (signature)

Kyle Meeks, Vice President

Name & Title

Meeks Paints Inc

Name of Local Resident Agent

Vero Beach, FL 32967

City, State, Zip

772-569-2735

Telephone:

A.M. Best No.: ✓ NAIC No. : _____

ATTEST:

Signature

TAMMY MEEKS

Corporate Secretary (Affix Corporate Seal)

STATE OF Florida

COUNTY OF Indian River

Before me this day personally appeared Kyle Meeks *(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 8 *day of* June, 2020, *by* Kyle Meeks, *who is personally known to me or who produced* _____ *as identification.*

Notary Public State of Florida
Loretta M Thibault
My Commission GG 093573
Expires 08/10/2021

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

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MEEKS, CLAYTON KYLE

MEEKS PLUMBING, INC.
5555 US HWY 1
VERO BEACH FL 32967

LICENSE NUMBER: CUC1225413

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

RICK SCOTT, GOVERNOR

JONATHAN ZACHEM, SECRETARY

Florida dbpr

STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE PLUMBING CONTRACTOR HEREIN IS CERTIFIED UNDER THE PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

MEEKS, CLAYTON KYLE

MEEKS PLUMBING, INC.
5555 US HWY 1
VERO BEACH FL 32967

LICENSE NUMBER: CFC1428569

EXPIRATION DATE: AUGUST 31, 2020

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

FLORIDA DEPARTMENT OF HEALTH

CERTIFICATE OF AUTHORIZATION

FOR

SEPTIC TANK CONTRACTING

The Florida Department of Health hereby certifies the business or entity named below has satisfied the requirements of Part III, Chapter 489, Florida Statutes, for septic tank contracting and has been duly authorized by the Department to provide septic tank contracting services under the name of:

MEEKS PLUMBING, INC.

REGISTERED SEPTIC TANK CONTRACTOR

CLAYTON K. MEEKS
5555 U.S. HIGHWAY 1, SUITE 1
VERO BEACH, FL 32967-

MEEKS PLUMBING, INC.

SR0141738

Business Authorization: SA0141865

Registration Expires on September 30, 2020

SA0141865
Authorization Number

March 31, 2015
Expiration Date

Rick Scott, Governor
DOH 4079, 1, 1997

CDL
M200-111-87-127-0
VERO BEACH FL
04 07 1987

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Meeks Plumbing Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
5555 US Highway 1 Suite 1

Requester's name and address (optional)

6 City, state, and ZIP code
Vero Beach, FL 32967

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
6 5 - 0 0 2 1 6 6 0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person ▶** [signature] **Date ▶** 6-8-2020

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

State of Florida
Department of State

I certify from the records of this office that MEEKS PLUMBING, INC. is a corporation organized under the laws of the State of Florida, filed on February 19, 1988.

The document number of this corporation is M69530.

I further certify that said corporation has paid all fees due this office through December 31, 2019, that its most recent annual report/uniform business report was filed on April 8, 2019, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capital, this the Eighth day of April, 2019

Secretary of State

Tracking Number: 1343510345CC

To authenticate this certificate,visit the following site,enter this number, and then follow the instructions displayed.

https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication

Sunbiz.org DIVISION of CORPORATIONS
an official State of Florida website

Detail by Entity Name

Florida Profit Corporation
MEEKS PLUMBING, INC.

Filing Information

Document Number	M69530
FEI/EIN Number	65-0021660
Date Filed	02/19/1988
State	FL
Status	ACTIVE

Principal Address

5555 US HWY 1
SUITE 1
VERO BEACH, FL 32967

Changed: 01/09/2009

Mailing Address

5555 US HWY 1
SUITE 1
VERO BEACH, FL 32967

Changed: 01/09/2009

Registered Agent Name & Address

MEEKS, RONALD E
5555 US HWY 1
SUITE 1
VERO BEACH, FL 32967

Name Changed: 01/26/2012

Address Changed: 01/09/2009

Officer/Director Detail

Name & Address

Title PRES

MEEKS, RONALD E.
5555 US HIGHWAY 1 SUITE 1
VERO BEACH, FL 32967

Title SEC

MEEKS, TAMMY S.
5555 US HIGHWAY 1 SUITE 1
VERO BEACH, FL 32967

Title VP

MEEKS, CLAYTON K
5555 US HWY 1
SUITE 1
VERO BEACH, FL 32967

Annual Reports

Report Year	Filed Date
2018	02/23/2018
2019	04/08/2019
2020	05/18/2020

Document Images

05/18/2020 -- ANNUAL REPORT	View image in PDF format
04/08/2019 -- ANNUAL REPORT	View image in PDF format
02/23/2018 -- ANNUAL REPORT	View image in PDF format
01/16/2017 -- ANNUAL REPORT	View image in PDF format
04/12/2016 -- ANNUAL REPORT	View image in PDF format
04/21/2015 -- ANNUAL REPORT	View image in PDF format
04/08/2014 -- ANNUAL REPORT	View image in PDF format
04/11/2013 -- ANNUAL REPORT	View image in PDF format
01/26/2012 -- ANNUAL REPORT	View image in PDF format
01/27/2011 -- ANNUAL REPORT	View image in PDF format
02/02/2010 -- ANNUAL REPORT	View image in PDF format
01/09/2009 -- ANNUAL REPORT	View image in PDF format
02/07/2008 -- ANNUAL REPORT	View image in PDF format
01/19/2007 -- ANNUAL REPORT	View image in PDF format
02/03/2006 -- ANNUAL REPORT	View image in PDF format
04/02/2005 -- ANNUAL REPORT	View image in PDF format
01/20/2004 -- ANNUAL REPORT	View image in PDF format
03/17/2003 -- ANNUAL REPORT	View image in PDF format
03/29/2002 -- ANNUAL REPORT	View image in PDF format
03/01/2001 -- ANNUAL REPORT	View image in PDF format
02/28/2000 -- ANNUAL REPORT	View image in PDF format
03/23/1999 -- ANNUAL REPORT	View image in PDF format
01/28/1998 -- ANNUAL REPORT	View image in PDF format
01/17/1997 -- ANNUAL REPORT	View image in PDF format
02/16/1996 -- ANNUAL REPORT	View image in PDF format
04/11/1995 -- ANNUAL REPORT	View image in PDF format

2019 - 2020 LOCAL BUSINESS TAX

INDIAN RIVER COUNTY, FLORIDA

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

TYPE OF BUSINESS 524 CONTR-PLUMBING/CERTIFIED

BUSINESS ADDRESS 5555 US HWY 1
VERO BEACH, FL 32967

ACCOUNT # 12422
RECEIPT # 52416539.000
EXPIRES **SEPTEMBER 30, 2020**

NAME MEEKS PLUMBING INC
MAILING ADDRESS MEEKS, RONALD ELMO
5555 US HWY 1
VERO BEACH, FL 32967

AMOUNT	40.00
PENALTY	0.00
TRANSFER	0.00
TOTAL	40.00

This receipt is in addition to and not in lieu of any other license required by law or municipal ordinance and is subject to regulations of zoning, health and any other lawful authority. Owner must notify the Tax Collector's Office of any changes in business name, ownership, location address or mailing address.

Paid 07/10/2019 40.00

182-00000299

CAROLE JEAN JORDAN, CFC
TAX COLLECTOR
INDIAN RIVER COUNTY, FLORIDA

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 Indian River

Date: June 8, 2020

Contractor/Firm: Meeks Plumbing INC.

By: [signature]

Printed Name/Title: Kyle Meeks VICE PRESIDENT

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ___ online notarization, this 8 day of June, 20~~20~~ by Kyle Meeks, as Vice President of Meeks Plumbing Inc, a ___.
He or she is ✓ personally known or ___ produced ___ as identification.

Notary Public State of Florida
Loretta M Thibault
My Commission GG 093573
Expires 08/10/2021

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 Florida
COUNTY OF Indian River

Contractor/Firm: Meeks Plumbing INC

Date: June 8, 2020

By: [signature]
Printed Name/Title: Kyle Meeks, VICE PRESIDENT

The foregoing instrument was acknowledged before me by means of __ physical presence or ____ online notarization, this 8 day of June, 2020, by Kyle Meeks, as Vice President of Meeks Plumbing, a _____.
He or she is ✓ personally known or ____ produced _____ as identification.

Notary Public State of Florida
Loretta M Thibault
My Commission GG 093573
Expires 08/10/2021

[signature]
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 Indian River

Contractor/Firm: Meeks Plumbing Inc.

Date: June 8, 2020

By: [signature]

Printed Name/Title: Kyle Meeks, VICE PRESIDENT

The foregoing instrument was acknowledged before me by means of X physical presence or ___ online notarization, this 8 day of June, 2020, by Kyle Meeks, as Vice President of Meeks Plumbing Inc, a ___.

He or she is X personally known or ___ produced ___ as identification.

Notary Public State of Florida
Loretta M Thibault
My Commission GG 093573
Expires 08/10/2021

Notary Public, State of ___

Printed, typed or stamped name, commission and expiration

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

Bid Form
CITY OF PORT ORANGE
ITB #20-08
Septic Sewer Pumping 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, preferably electronically.

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

NAME OF BUSINESS:	CLOUD 9 SERVICES INC
CONTACT PERSON:	CURTIS WALKER
EMAIL ADDRESS:	CWALKER@CLOUD9SERVICES.COM
AUTHORIZED SIGNATURE:	

ITEM #	Planned Outage Events (0-24hrs Response)		Hourly Rate				
		Estimated hours	Regular Hours	Extended Total Regular Hours	Estimated Quantity	Overtime/Holiday Hours	Extended Total Overtime/Holiday Hours
1	Vac-con	100	$250.00	$ 25000.00	1	$ 250.00	$ 250.00
2	Pumper Truck (0-2,000) Gallons	100	$250.00	$ 25000.00	1	$ 250.00	$ 250.00
3	Pumper Truck (2,000-5,000) Gallons	100	$250.00	$ 25000.00	1	$ 250.00	$ 250.00
4	Pumper Truck (5,000+) Gallons	100	$375.00	$ 37500.00	1	$ 375.00	$ 375.00
	TOTAL BID AMOUNT			$ 112500.00			$ 1125.00

ITEM #	Planned Outage Events (24-48hrs Response)		Hourly Rate				
		Estimated hours	Regular Hours	Extended Total Regular Hours	Estimated Quantity	Overtime/Holiday Hours	Extended Total Overtime/Holiday Hours
1	Vac-con	100	$250.00	$ 25000.00	1	$ 250.00	$ 250.00
2	Pumper Truck (0-2,000) Gallons	100	$250.00	$ 25000.00	1	$ 250.00	$ 250.00
3	Pumper Truck (2,000-5,000) Gallons	100	$250.00	$ 25000.00	1	$ 250.00	$ 250.00
4	Pumper Truck (5,000+) Gallons	100	$375.00	$ 37500.00	1	$ 375.00	$ 375.00
	TOTAL BID AMOUNT			$ 112500.00			$ 1125.00

ITEM #	Planned Outage Events (48hrs + Response)		Hourly Rate				
		Estimated hours	Regular Hours	Extended Total Regular Hours	Estimated Quantity	Overtime/Holiday Hours	Extended Total Overtime/Holiday Hours
1	Vac-con	100	$250.00	$ 25000.00	1	$ 250.00	$ 250.00
2	Pumper Truck (0-2,000) Gallons	100	$250.00	$ 25000.00	1	$ 250.00	$ 250.00
3	Pumper Truck (2,000-5,000) Gallons	100	$250.00	$ 25000.00	1	$ 250.00	$ 250.00
4	Pumper Truck (5,000+) Gallons	100	$375.00	$ 37500.00	1	$ 375.00	$ 375.00
	TOTAL BID AMOUNT			$ 112500.00			$ 1125.00

ITEM #	Emergency Events (0-24hrs Response)		Hourly Rate				
		Estimated hours	Regular Hours	Extended Total Regular Hours	Estimated Quantity	Overtime/Holiday Hours	Extended Total Overtime/Holiday Hours
1	Vac-con	100	$250.00	$ 25000.00	1	$ 250.00	$ 250.00
2	Pumper Truck (0-2,000) Gallons	100	$250.00	$ 25000.00	1	$ 250.00	$ 250.00
3	Pumper Truck (2,000-5,000) Gallons	100	$250.00	$ 25000.00	1	$ 250.00	$ 250.00
4	Pumper Truck (5,000+) Gallons	100	$375.00	$ 37500.00	1	$ 375.00	$ 375.00
	TOTAL BID AMOUNT			$ 112500.00			$ 1125.00

ITEM #	Emergency Events (24-48hrs Response)		Hourly Rate				
		Estimated hours	Regular Hours	Extended Total Regular Hours	Estimated Quantity	Overtime/Holiday Hours	Extended Total Overtime/Holiday Hours
1	Vac-con	100	$250.00	$ 25000.00	1	$ 250.00	$ 250.00
2	Pumper Truck (0-2,000) Gallons	100	$250.00	$ 25000.00	1	$ 250.00	$ 250.00
3	Pumper Truck (2,000-5,000) Gallons	100	$250.00	$ 25000.00	1	$ 250.00	$ 250.00
4	Pumper Truck (5,000+) Gallons	100	$375.00	$ 37500.00	1	$ 375.00	$ 375.00
	TOTAL BID AMOUNT			$ 112500.00			$ 1125.00

ITEM #	Emergency Events (48hrs + Response)		Hourly Rate				
		Estimated hours	Regular Hours	Extended Total Regular Hours	Estimated Quantity	Overtime/Holiday Hours	Extended Total Overtime/Holiday Hours
1	Vac-con	100	$250.00	$ 25000.00	1	$ 250.00	$ 250.00
2	Pumper Truck (0-2,000) Gallons	100	$250.00	$ 25000.00	1	$ 250.00	$ 250.00
3	Pumper Truck (2,000-5,000) Gallons	100	$250.00	$ 25000.00	1	$ 250.00	$ 250.00
4	Pumper Truck (5,000+) Gallons	100	$375.00	$ 37500.00	1	$ 375.00	$ 375.00
	TOTAL BID AMOUNT			$ 112500.00			$ 1125.00

SCHEDULE OF VALUES

Attachment"A"

Cloud 9

-Services, Inc.-

"We keep our customers happy!"

Optional Service Rates

Description	Min.Quantity	Unit	Unit Price	Amount	Comments
Mobilization and Demobilization	1	LS	2500.00	$2,500.00	once per project and emergency call outs
Jet Vac with Operator Hydro Excavation	4	HR	285.00	$1,140.00	4hr min hourly rates charged portal to portal
Jet Vac with Operator Storm Pipe & Structure Cleaning	4	HR	250.00	$1,000.00	4hr min hourly rates charged portal to portal
Jet Vac Storm Light pipe cleaning (0% to 10% Full) Pipe	1200	Lf	1.75	$2,100.00	1,200/ft min per day
Jet Vac Storm offsite disposal 1 load	1	LS	800.00	$800.00	2,000/gallons
Camera Truck with Operator Video with or without laser profiling	1200	Lf	1.75	$2,100.00	1,200/ft min per day
Mandrel test sanitary pipes up to 12"	600	Lf	0.50	$300.00	600/ft min per day
Lift Station tech with service truck	4	HR	160.00	$640.00	4hr min hourly rates charged portal to portal
Lift Station tech with crane truck	4	HR	200.00	$800.00	4hr min hourly rates charged portal to portal
Service Truck with Helper	4	HR	160.00	$640.00	4hr min hourly rates charged portal to portal
100ft flex hose with truck and helper	4	HR	180.00	$720.00	4hr min hourly rates charged portal to portal
Additional Flex Hose 100/ft min.	1	Lf	6.00	$6.00	done in conjuntion with service truck
Trailer Jetter with operator and truck	4	HR	200.00	$800.00	4hr min hourly rates charged portal to portal
Confine Space entry equipment 1 set up (without supplied air)	1	Dy	695.00	$695.00	
Confine Space entry equipment 1 set up (with supplied air)	1	Dy	1500.00	$1,500.00	
Sanitary pressure test equipment w/ air compressor	1	Dy	1500.00	$1,500.00	done in conjuntion with service truck with helper
Sanitary vacuum test equipment w/ air compressor	1	Dy	1500.00	$1,500.00	done in conjuntion with service truck
Pickup truck with helper	4	HR	95.00	$380.00	4hr min hourly rates charged portal to portal
Labor / helper / driver	1	HR	75.00	$75.00	4hr min hourly rates charged portal to portal
Plumber	1	HR	95.00	$95.00	4hr min hourly rates charged portal to portal
Equipment operator	4	HR	95.00	$380.00	4hr min hourly rates charged portal to portal
Supertendent	1	HR	125.00	$125.00	4hr min hourly rates charged portal to portal
Pipe Plug crew with truck	4	HR	180.00	$720.00	4hr min hourly rates charged portal to portal
Rebreather third lung	1	DY	1250.00	$1,250.00	
Pipe plug 4" thru 10"	1	DY	125.00	$125.00	
Pipe plug 12" thru 24"	1	DY	275.00	$275.00	
Pipe plug 24" thru 48"	1	DY	500.00	$500.00	
Pipe plug 48" thru 72"	1	DY	800.00	$800.00	
Pipe plug 54" thru 96"	1	DY	1200.00	$1,200.00	
Pipe Repair crew with truck	4	HR	180.00	$720.00	4hr min hourly rates charged portal to portal
Refrigerated truck	1	DY	375.00	$375.00	
mini excavator up to 8000lbs	1	DY	750.00	$750.00	
backhoe up to 8000lbs	1	DY	750.00	$750.00	
skid steer up to 5000lbs	1	DY	550.00	$550.00	
5000 watt generator with fuel	1	DY	350.00	$350.00	
concrete saw with fuel	1	DY	250.00	$250.00	
plate compactor with fuel	1	DY	250.00	$250.00	

SCHEDULE OF VALUES

3" trash pump with 100ft of hose and fuel	1	DY	550.00	$550.00	
3" vacuum hose	1	FT	6.00	$6.00	
3" lay flat hose	1	FT	6.00	$6.00	
6" bypass pump with and fuel	1	DY	895.00	$895.00	
6" vacuum hose	1	FT	8.00	$8.00	
6" lay flat hose	1	FT	8.00	$8.00	
6" x 10ft bypass pumping road ramps	1	DY	895.00	$895.00	
Dump truck with operator	4	HR	250.00	$1,000.00	4hr min hourly rates charged portal to portal
Clean fill dirt	3	Yd	150.00	$450.00	3 yd min done in conjuntion with dump truck truck
Base	3	Yd	175.00	$525.00	3 yd min done in conjuntion with dump truck truck
Concrete/flowable fill	4	Yd	250.00	$1,000.00	4 yd min.
Concrete pump with truck and operator	4	HR	250.00	$1,000.00	4hr min hourly rates charged portal to portal
Asphault	3	TN	350.00	$1,050.00	done in conjuntion with dump truck truck
Equipment pick up or delivery	1	LS	250.00	$250.00	
Pipe felt liners w/ vinyl ester resin 4.5mm x 4"	50	LF	42.00	$2,100.00	
Pipe felt liners w/ vinyl ester resin 4.5mm x 6"	50	LF	45.00	$2,250.00	
Pipe felt liners w/ vinyl ester resin 6mm x 7.75"	50	LF	50.00	$2,500.00	
Pipe felt liners w/ vinyl ester resin 6mm x 10"	50	LF	55.00	$2,750.00	
Pipe felt liners w/ vinyl ester resin 6mm x 12"	50	LF	65.00	$3,250.00	
Pipe felt liners w/ vinyl ester resin 7.5mm x 15"	50	LF	75.00	$3,750.00	
Pipe felt liners w/ vinyl ester resin 9mm x 18"	50	LF	85.00	$4,250.00	
Pipe felt liners w/ vinyl ester resin 10.5mm x 24"	50	LF	100.00	$5,000.00	
Pipe felt liners w/ vinyl ester resin 10.5mm x 30"	50	LF	125.00	$6,250.00	
Pipe felt liners w/ vinyl ester resin 12mm x 36"	50	LF	150.00	$7,500.00	
Pipe felt liners w/ vinyl ester resin 15mm x 42"	50	LF	225.00	$11,250.00	
Pipe felt liners w/ vinyl ester resin 18mm x 48"	50	LF	350.00	$17,500.00	
Pipe felt liners w/ vinyl ester resin 25.5mm x 54"	50	LF	425.00	$21,250.00	
Pipe felt liners w/ vinyl ester resin 28.5mm x 60"	50	LF	600.00	$30,000.00	
CIPP 6" x 2ft point repair	1	Ls	1000.00	$1,000.00	
CIPP 8" x 2ft point repair	1	Ls	1200.00	$1,200.00	
CIPP 10" x 2ft point repair	1	Ls	1400.00	$1,400.00	
CIPP 12" x 2ft point repair	1	Ls	1600.00	$1,600.00	
CIPP 15" x 2ft point repair	1	Ls	1800.00	$1,800.00	
CIPP 18" x 2ft point repair	1	Ls	2200.00	$2,200.00	
CIPP 24" x 2ft point repair	1	Ls	2550.00	$2,550.00	
CIPP 30" x 2ft point repair	1	Ls	2950.00	$2,950.00	
CIPP 36" x 2ft point repair	1	Ls	3500.00	$3,500.00	
CIPP 42" x 2ft point repair	1	Ls	3950.00	$3,950.00	
CIPP 48" x 2ft point repair	1	Ls	4500.00	$4,500.00	
Internal Band Seal 18" x 7.5" point repair	1	Ls	1000.00	$1,000.00	
Internal Band Seal 24" x 7.5" point repair	1	Ls	1200.00	$1,200.00	
Internal Band Seal 30" x 7.5" point repair	1	Ls	1400.00	$1,400.00	
Internal Band Seal 36" x 7.5" point repair	1	Ls	1600.00	$1,600.00	
Internal Band Seal 42" x 7.5" point repair	1	Ls	1800.00	$1,800.00	
Internal Band Seal 48" x 7.5" point repair	1	Ls	2400.00	$2,400.00	
Internal Band Seal 54" x 10.5" point repair	1	Ls	2800.00	$2,800.00	
Internal Band Seal 60" x 10.5" point repair	1	Ls	3100.00	$3,100.00	
Internal Band Seal 72" x 10.5" point repair	1	Ls	3500.00	$3,500.00	
Quick Lock 6" x 16" point repair	1	Ls	1330.00	$1,330.00	

SCHEDULE OF VALUES

Quick Lock 8" x 16" point repair	1	Ls	1615.00	$1,615.00	
Quick Lock 10" x 16" point repair	1	Ls	1908.00	$1,908.00	
Quick Lock 12" x 16" point repair	1	Ls	2188.00	$2,188.00	
Quick Lock 15" x 16" point repair	1	Ls	2513.00	$2,513.00	
Quick Lock 18" x 20" point repair	1	Ls	3103.00	$3,103.00	
Quick Lock 24" x 20" point repair	1	Ls	3915.00	$3,915.00	
Quick Lock 30" x 20" point repair	1	Ls	4970.00	$4,970.00	
Quick Lock Big 32" x 8" point repair	1	Ls	4260.00	$4,260.00	
Quick Lock Big 36" x 8" point repair	1	Ls	4335.00	$4,335.00	
Quick Lock Big 42" x 8" point repair	1	Ls	4650.00	$4,650.00	
Quick Lock Big 48" x 8" point repair	1	Ls	4837.00	$4,837.00	
Quick Lock Big 52" x 8" point repair	1	Ls	5075.00	$5,075.00	
Quick Lock Big 56" x 8" point repair	1	Ls	6163.00	$6,163.00	
Quick Lock Big 60" x 8" point repair	1	Ls	6538.00	$6,538.00	
Quick Lock Big 64" x 8" point repair	1	Ls	6938.00	$6,938.00	
Quick Lock Big 72" x 8" point repair	1	Ls	7760.00	$7,760.00	
				$0.00	

BID BOND

Bond No.: N/A BID

KNOW ALL MEN BY THESE PRESENTS that Cloud 9 Sevices, Inc. dba Fender Marine Construction, as Contractor, duly authorized to conduct business in the State of Florida, whose principal place of business is located at 1201 West Jackson St., Orlando FL 32805, Tel.: 407-481-2750, (hereinafter called "PRINCIPAL"), and The Cincinnati Insurance Company, as SURETY, duly authorized to conduct business in the State of Florida, whose principal place of business is located at P O Box 145496, Cincinnati OH 45250-5496, Tel.: 513-870-2000 (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 of Amount Bid dollars and (_____)/100 ($ 5% amt Bid), 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, 20 20, for:

Project Name / Bid No.: Septic Sewer Pumping FEMA throughout Port Orange

Project Address: Port Orange FL various locations as needed

Legal Description: N/A

Description of Work: clean up after Hurricanes/Tornado/Weather

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. 20**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: Cloud 9 Sevices, Inc. dba
Fender Marine Construction

Signature

Corporate Officer & Title

ATTEST:

Signature

Corporate Secretary *(Affix Corporate Seal)*

WITNESSESS:

SURETY: The Cincinnati Insurance Company

Attorney-in-Fact (signature) & FL Licensed Agent

Name & Title
Kevin R. Wojtowicz

Name of Local Resident Agent
Nielson Wojtowicz Neu & Assoc.

City, State, Zip
St. Petersburg FL 33705

Telephone:
727-209-1803

A.M. Best No.: 000258 *NAIC No. :* 10677

ATTEST:

Signature Jennifer Stephens, Witness

Corporate Secretary *(Affix Corporate Seal)*

STATE OF Florida
COUNTY OF Pinellas

Before me this day personally appeared Kevin R. Wojtowicz *(affiant), who, being duly sworn, deposes and says that he/she is the Attorney-in-Fact for the* The Cincinnati Insurance Company *(corporate surety) and that this person has been authorized by* The Cincinnati Insurance 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 Kevin R. Wojtowicz

Sworn to / Affirmed and subscribed before me this 9th *day of* June, *20*20, *by* Kevin R. Wojtowicz, *who is personally known to me* ~~or who produced~~ known *as identification.*

Notary Public State of Florida
Eileen C. Heard
My Commission GG 257187
Expires 10/22/2022

NOTARY PUBLIC – STATE OF Florida
Type or print name: Eileen C. Heard
Commission No.: GG257187
Commission Expires: 10/22/2022
(Seal)

END OF BID BOND

This document must be completed and returned with your Submittal

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Charles J. Nielson; David R. Hoover; Kevin R. Wojtowicz; Charles D. Nielson; Daniel F. Oaks; Laura D. Mosholder; Don Bramlage; Emily Golecki; Jarrett Merlucci; Shawn A. Burton; Edward M. Clark; Jessica P. Reno; Ian A. Nipper; Joseph P. Nielson; Edwin Turner, IV; Dale Belis; Richard Zimmerman; Daniel Cardenas and/or Christian Collins

of Miami Lakes, Florida its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to
Twenty Million and No/100 Dollars ($20,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Vice President this 8th day of March, 2017.

The Cincinnati Insurance Company CORPORATE SEAL OHIO

THE CINCINNATI INSURANCE COMPANY

Vice President

STATE OF OHIO) ss:
COUNTY OF BUTLER)

On this 8th day of March, 2017, before me came the above-named Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the corporate seal and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.

NOTARIAL SEAL STATE OF OHIO

MARK J. HULLER, Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date. Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Secretary of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

GIVEN under my hand and seal of said Company at Fairfield, Ohio.
this 9th day of June 2020

The Cincinnati Insurance Company CORPORATE SEAL OHIO

Secretary

BN-1005 (3/17)

DIVISION OF CORPORATIONS

Detail by Entity Name

Florida Profit Corporation
CLOUD 9 SERVICES, INC.

Filing Information

Document Number	P01000112464
FEI/EIN Number	59-3760134
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State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	10/27/2006
Event Effective Date	NONE

Principal Address

1201 W. JACKSON ST.
ORLANDO, FL 32805

Changed: 09/23/2005

Mailing Address

1201 W. JACKSON ST.
ORLANDO, FL 32805

Changed: 09/23/2005

Registered Agent Name & Address

FENDER, RICK A
500 29TH STREET
ORLANDO, FL 32805

Officer/Director Detail

Name & Address

Title VP

FENDER, RICHARD A
500 29TH STREET
ORLANDO, FL 32805

Title P

LU, XI

500 29TH STREET
ORLANDO, FL 32805

Annual Reports

Report Year	Filed Date
2018	01/09/2018
2019	02/18/2019
2020	01/20/2020

Document Images

01/20/2020 -- ANNUAL REPORT	View image in PDF format
02/18/2019 -- ANNUAL REPORT	View image in PDF format
01/09/2018 -- ANNUAL REPORT	View image in PDF format
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06/16/2009 -- ANNUAL REPORT	View image in PDF format
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10/27/2006 -- Amendment	View image in PDF format
01/16/2006 -- ANNUAL REPORT	View image in PDF format
01/28/2005 -- ANNUAL REPORT	View image in PDF format
05/03/2004 -- ANNUAL REPORT	View image in PDF format
01/29/2003 -- ANNUAL REPORT	View image in PDF format
03/12/2002 -- ANNUAL REPORT	View image in PDF format
11/26/2001 -- Domestic Profit	View image in PDF format

Florida Department of State, Division of Corporations

Florida dbpr OF BUSINESS AND PROFESSIONAL REGULATION

SCC131150916 ISSUED: 07/03/2018
MARINE SPECIALTY CONTRACTOR
FENDER, RICHARD AUSTIN
FENDER MARINE CONSTRUCTION

Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2020

Florida dbpr OF BUSINESS AND PROFESSIONAL REGULATION

CMC1249306 ISSUED: 07/03/2018
MECHANICAL CONTRACTOR
FENDER, RICHARD AUSTIN
CLOUD 9 SERVICES INC

Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2020

Florida dbpr STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CPC1456483 ISSUED: 07/03/2018
COMMERCIAL POOL/SPA CONTRACTOR
FENDER, RICHARD AUSTIN
CLOUD 9 SERVICES INC

Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2020

Florida dbpr STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

SCC131150688 ISSUED: 07/03/2018
MARINE SPECIALTY CONTRACTOR
FENDER, RICHARD AUSTIN
CLOUD 9 SERVICES INC

Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2020

Florida dbpr STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

UC1224008 ISSUED: 07/03/2018
UNDERGROUND UTILITY & EXCAVATION CO
FENDER, RICHARD AUSTIN
CLOUD 9 SERVICES INC

Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2020

Florida dbpr STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CGC026854 ISSUED: 07/03/2018
GENERAL CONTRACTOR
FENDER, RICHARD AUSTIN
CLOUD 9 SERVICES INC

Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2020

Florida dbpr STATE OF FLORIDA DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CFC1427156 ISSUED: 07/03/2018
PLUMBING CONTRACTOR
FENDER, RICHARD AUSTIN
CLOUD 9 SERVICES INC

Signature

LICENSED UNDER CHAPTER 489, FLORIDA STATUTES
EXPIRATION DATE: AUGUST 31, 2020

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/18/2020

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
Kelly White & Associates Insurance, LLC
P.O. Box 350909
Jacksonville FL 32235

CONTACT NAME: HOUSE
PHONE (A/C, No, Ext): 904-880-8881 FAX (A/C, No):
E-MAIL ADDRESS: kelly@kwhiteinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Continental Casualty Company	20443
INSURER B: Continental Casualty Company	20443
INSURER C: Continental Casualty Company	20443
INSURER D: American Interstate Ins Co	31895
INSURER E: Continental Casualty Company	20443
INSURER F:	

INSURED
Cloud 9 Services, Inc. dba: Fender Marine Construction
1201 W Jackson St
Orlando FL 32805-2241

COVERAGES **CERTIFICATE NUMBER:** CLOU20051815031435 **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 CLAIMS-MADE / X OCCUR X Primary & Non-Contributory X Broadened Liability GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / X PRO-JECT / LOC OTHER:	X	X	6045643040	12/20/2019	12/20/2020	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY			6045643037	12/20/2019	12/20/2020	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
C	UMBRELLA LIAB / X OCCUR X EXCESS LIAB / CLAIMS-MADE DED / X RETENTION $ 50,000			6045643068	12/20/2019	12/20/2020	EACH OCCURRENCE AGGREGATE Products/Completed	$ 2,000,000 $ 2,000,000 $ 2,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	AVWCFL2842152019	12/23/2019	12/23/2020	X PER STATUTE / X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	USL&H 6006F $ 1,000,000 $ 1,000,000 $ 1,000,000
E	Blanket Coverage on Short-Term Equipment Rented/Leased	X	X	6045643040	12/20/2019	12/20/2020	Per Occurence Per Item	500,000 250,000

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

Certificate Holder is listed as Additional Insured as required per written contract. Waiver of Subrogation applies in favor of Certificate Holder as required per written contract. 30 day written notice of cancellation is provided except in the event of non-payment of premium, in which a 10 day written notice is provided per Florida Statute.

CERTIFICATE HOLDER
City of Port Orange
1000 City Center Circle
Port Orange FL 32129

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
Kelly White

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The ACORD name and logo are registered marks of ACORD

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: CLOUD 9 SERVICES, INC.

Name of Business

Authorized Signature

5/19/2020

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):

CLOUD 9 SERVICES,INC.	1201 W. JACKSON ST
NAME OF BUSINESS	MAILING ADDRESS
	ORLANDO, FL 32805
AUTHORIZED SIGNATURE	CITY, STATE & ZIP CODE
RICHARD FENDER VICE PRESIDENT	407-481-2750 407-481-8850
NAME, TITLE, TYPED	TELEPHONE NUMBER / FAX NUMBER
59-3760134	Rick@cloud9services.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 19 day of MAY, 2020, by RICHARD FENDER, as VICE PRESIDENT of CLOUD 9 SERVICES INC, a CORPORATION. He or she is X personally known or ____ produced _____ as identification.

BONITA ANN ROBERTS
Notary Public - State of Florida
Commission # GG 984757
My Comm. Expires Aug 25, 2024
Bonded through National Notary Assn.

Bonita Roberts

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 # _____ 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:

****

CLOUD 9 SERVICES INC.
Name of Business

By: _____
Printed Name: RICHARD FENDER
Title: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this 19 day of MAY, 2020, by RICHARD FENDER who is personally known to me or who produced _____ as identification.

My Commission Expires: _____

BONITA ANN ROBERTS
Notary Public - State of Florida
Commission # GG 984757
My Comm. Expires Aug 25, 2024
Bonded through National Notary Assn.

Bonita Roberts
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.

CLOUD 9 SERVICES, INC.
Name of Business

By: _____
Printed Name: RICHARD FENDER
Title: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this 19 day of MAY, 20 20, by RICHARD FENDER who is personally known to me or who produced _____ as identification.

My Commission Expires: _____

BONITA ANN ROBERTS
Notary Public - State of Florida
Commission # GG 984757
My Comm. Expires Aug 25, 2024
Bonded through National Notary Assn.

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

1. The business address of CLOUD 9 SERVICES INC. (name of Offeror or business) is 1201 W JACKSON ST. ORLANDO FL 32805.

2. My relationship to CLOUD 9 SERVICES INC. (name of Offeror or business) is VICE 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 N/A. 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.)**

CLOUD 9 SERVICES INC.
Name of Business

By: [signature]
Printed Name: RICHARD FENDER
Title: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of _____ *physical presence or* _____ *online notarization, this* 19 *day of* MAY, *20* 20, *by* RICHAR FENDER *who is personally known to me or who produced* _____ *as identification.*

My Commission Expires: _____

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

BONITA ANN ROBERTS
Notary Public - State of Florida
Commission # GG 984757
My Comm. Expires Aug 25, 2024
Bonded through National Notary Assn.

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: CLOUD 9 SERVICES, INC

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

PRINTED SIGNATURE: RICHARD FENDER

TITLE: VICE PRESIDENT

ADDRESS: 1201 W. JACKSON ST. ORLANDO, FL 32805

CITY: __ STATE: FLORIDA ZIP CODE: 32805

TELEPHONE: 407-481-2750 FAX: 407-481-8850

COMPLETION TIME: _____

F.E.I.N. NUMBER: 59-3760134

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 #
Curtis Walker	General Manager	407-864-8844

(Authorized Signature)

Richard Fender
(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. CLOUD 9 SERVICES INC.
B. Permanent main office address.
C. Date organized. 11/2001
D. If a corporation, where incorporated. FLORIDA
E. How many years have you been engaged in the contracting business under your present firm or trade name? 11/2001
F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.) LISTED SEPARATELY
G. General character of work performed by your company. WATER UTILITES
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. LISTED SEPARATELY
K. List your major equipment currently owned or leased. Jet -Vacs
L. Experience in work similar to this type of project. 11/2001
M. Background and experience of the principal members of your organization, including the officers. SEPARATELY
N. Credit currently available: $_____
O. Give bank reference: WELL FARGO 321-354-0545
P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? YES
Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

CLOUD 9 SERVICES, INC.
Name of Business

By: _____
Printed Name: RICHARD FENDER
Title: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this 22 day of MAY, 20 20 by RICHARD FENDER who is personally known to me or who produced _____ as identification.

My Commission Expires: 8/25/2024

Bonita Roberts
Notary Public, State of FLORIDA
Printed, typed or stamped name, commission and expiration:

BONITA ANN ROBERTS
Notary Public - State of Florida
Commission # GG 984757
My Comm. Expires Aug 25, 2024
Bonded through National Notary Assn.

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: CITY OF ORLANDO
   Contact Person: BUSTER FALLS
   City, State: ORLANDO ,FL 32811
   Telephone Number: 321-231-1367
   Email Address: BUSTER.FALLS@CITYOF ORLANDO.NET
   Description of goods or Services provided: SANITARYSEWER/STORM CLEANING VIDEO REPAIRS & LIFT STATION
   Contract Amount: $712,000
   Start/End Date of Contract: 2014 ONGOING

2. Company Name: HUBBARD CONSTRUCTION
   Contact Person: TYLER SERAFINE
   City, State: WINTER PARK , FL
   Telephone Number: 407-799-7595
   Email Address: TYLER.SERAFINE
   Description of goods or Services provided: SANITARY SEWER/STORM CLEANING VIDEO REPAIRS & LIFT STATION
   Contract Amount: 392,000
   Start/End Date of Contract: 1/18 ONGOING

3. Company Name: CITY OF APOPKA
   Contact Person: JORGE GARCIA
   City, State: APOPKA, FL
   Telephone Number: 321-231-2705
   Email Address: JGARCIA@APOPKA.NET
   Description of goods or Services provided: SANITARY SEWER/STORM CLEANING VIDEO REPAIRS & LIFT STATION
   Contract Amount: 149,000
   Start/End Date of Contract: 1/17 ONGOING

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	BUSTER FALLS	321-231-1367	Y	7	
2	JORGE GARCIA	321-231-2705	Y	3	
3	TYLER SERAFINE	407-799-7595	Y	4	

This document must be completed and returned with your Submittal.

FORM 7.10 – CERTIFICATE AS TO CORPORATE PRINCIPAL

I, BONITA ROBERTS, certify that I am the OFFICE MANAGER secretary of the corporation named as Principal in the within Bid Bond; that RICHARD FENDER, 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.

Bonita Roberts

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 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. (***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 Florida
COUNTY OF Orange

Date: 5-22-20

Contractor/Firm: Cloud 9 Services Inc.

By: _____
Printed Name/Title: Richard Fender
Vice President

The foregoing instrument was acknowledged before me by means of ___ physical presence or ____ online notarization, this 22 day of May, 2020 by Richard Fender, as Vice president of Cloud 9 Services Inc., a Corporation. He or she is ____ personally known or ____ produced _____ as identification.

Bonita Roberts
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

BONITA ANN ROBERTS
Notary Public - State of Florida
Commission # GG 984757
My Comm. Expires Aug 25, 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 Orange

Date: 5/22/20

Contractor/Firm: Cloud 9 Services Inc.

By: _____
Printed Name/Title: Vice President Richard Fender

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this 22 day of May, 2020 by Richard Fender, as Vice President of Cloud 9 Services Inc, a Corporation.
He or she is ___ personally known or ___ produced _____ as identification.

BONITA ANN ROBERTS
Notary Public - State of Florida
Commission # GG 984757
My Comm. Expires Aug 25, 2024
Bonded through National Notary Assn.

Bonita Roberts
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:

N/A _____ _____

_____ _____

Name of Officer or Employee that owns any interest in Contractor's firm:

N/A _____ _____

_____ _____

STATE OF Florida
COUNTY OF Orange

Date: 5/22/20

Contractor/Firm: Cloud 9 Services Inc.

By: [signature]
Printed Name/Title: Richard Fender Vice President

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this 22 day of May, 2020 by Richard Fender, as Vice President of Cloud 9 Services, a Corporation.
He or she is ___ personally known or ___ produced _____ as identification.

Bonita Roberts
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration

BONITA ANN ROBERTS
Notary Public - State of Florida
Commission # GG 984757
My Comm. Expires Aug 25, 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 Orange

Date: 5/22/20

Contractor/Firm: Cloud 9 Services Inc.

By: [signature]
Printed Name/Title: Richard Fender Vice President

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this 22 day of May, 2020 by Richard Fender, as Vice President of Cloud 9 Services Inc, a Corporation.
He or she is ___ personally known or ___ produced _____ as identification.

Bonita Roberts
Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration

BONITA ANN ROBERTS
Notary Public - State of Florida
Commission # GG 984757
My Comm. Expires Aug 25, 2024
Bonded through National Notary Assn.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/21/2020

Consent item: Yes

SUBJECT: (B7c) Approval of Hunting Lease Addendum #1 with G&G Hunt Club and Volusia County

DEPARTMENT: City Manager

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Hunting Lease Addendum #1 between the City of Port Orange, Volusia County and G&G Hunt Club

SUMMARY: The City of Port Orange and Volusia County currently lease lands in the western are of the city to G&G Outdoors for the purpose of managing a hunt club. This hunt club provides revenue to the City of Port Orange and Volusia County and in addition, they help maintain wildlife populations in those areas as required by certain permits for those locations.

G&G Outdoors has requested the approval to apply for and to hunt alligators within certain areas of the hunt club boundaries. There is no prohibition in the current lease agreement against hunting alligators. However, in order to apply for the permit through the State of Florida, the hunt clubs must prove they have the permission of the land owners to apply.

Staff has spoken to Volusia County and staff at both organizations recommend approval. Hunting of alligators has been approved in the past within the hunt club boundaries and all hunting must be done in accordance with state and federal law.

If City Council provides its approval, the addendum will be provided to the County Council for final approval.

Project No.: Funding Account No.:

Presenter: Alan Rosen

ATTACHMENTS:

1.	2019 to 2020 Hunting Lease - Fully Executed	2019 to 2020 Hunting Lease - Fully Executed.pdf
2.	Hunting Lease signed by vendor	Hunting Lease signed by vendor.pdf

Alan Rosen Created/Initiated - 6/4/2020

Matthew Jones	Approved - 7/2/2020
Jake Johansson	Approved - 7/6/2020
Robin Fenwick	Final Approval - 7/7/2020

HUNTING LEASE

This Hunting Lease Agreement ("Lease") is made and entered into as of this 16th day of July, 2019, by and between the COUNTY OF VOLUSIA, a political subdivision of the State of Florida, whose mailing address is 123 West Indiana Avenue, DeLand, Florida 32720 ("County"), and the CITY OF PORT ORANGE, a municipal corporation, whose mailing address is 1000 City Center Circle, Port Orange, Florida 32129 ("City") (the City and County are hereinafter collectively called the "Managing Agencies" for the lands described in paragraph 1 below, and G & G Outdoors, LLC, whose mailing address is 4059 Quail Nest Lane, New Smyrna Beach, FL 32168 ("Lessee").

Whereas, the lands as described herein are serving conservation purposes or are otherwise dedicated pursuant to an irrevocable, perpetual conservation easement; and

Whereas, the Lessee agrees to assist with game management, monitoring, environmental protection and other activities consistent with the management plan for any portions of the lands described herein; and

Whereas, the City of Port Orange uses the income from this Lease to implement, maintain and manage the management plan; and

Whereas, the Parties desire to enter into a Hunting Lease as set forth herein.

Now, therefore, the Parties hereby agree to the following terms.

1. **Burdened Premises**.

   A. *Lease Area.* Subject to the terms and conditions set forth in this Lease, Managing Agencies do hereby grant to Lessee this Lease and the non-exclusive right to use the Burdened Premises ("Premises") for recreational, non-commercial hunting and fishing in strict accordance with the laws of the State of Florida and the United States of America, as may be found upon and harvested from the following Lease Area as described in **Exhibit "A"** attached hereto (hereinafter the "Premises").

   B. *Scheduled Hunt Area.* Managing Agencies have designated a portion of the Premises, as described in **Exhibit "B"** attached hereto, as a "Scheduled Hunt Area." The Scheduled Hunt Area will be restricted periodically subject to those rules and regulations set forth in sub-paragraph 5.C herein.

   C. *Primitive Hunt Area.* Managing Agencies have designated a portion of the Premises, as described in **Exhibit "C"** attached hereto, as a "Primitive Hunt Area."

2. **Lease Term**. Unless sooner canceled as hereinafter provided, the term of this Lease shall commence August 1, 2019 and terminate on March 31, 2020, unless earlier terminated. The parties, upon mutual agreement, may extend the term of this Lease for six one-year terms, beginning on April 1, 2020 and terminating on the following March 31 and shall automatically

renew for 4 successive years unless notice of termination is provided by either party; and thereafter the parties upon mutual agreement may extend the term beginning April 1, 2024 for two additional one-year renewal terms, unless earlier terminated. The Managing Agency administrative officials shall be authorized to renew this Lease.

3. **Rent**. Lessee shall pay to the Managing Agencies an annual rent of One Hundred Eighty-five Thousand Three Hundred Thirty-one and 78/100 ($185,331.78) Dollars ("Rent"), or such greater or lesser amount as determined herein. Lessee shall be responsible for any taxes charged for this Lease. The Managing Agencies shall invoice the Lessee for taxes as due and Lessee shall make payment of the taxes within 30 days after the date of the invoice. Rent for the first lease term shall be paid on or before August 1, 2019 and thereafter shall be paid on or before the first day of April every successive year and upon renewal, if applicable. The city has elected to limit the first annual term to eight months to coincide with the primary hunt seasons. Annual rent for the first 8 months shall be prorated based on the annual rent in the amount of One Hundred Twenty-three Thousand Five Hundred Fifty-four and 52/100 ($123,554.52) Dollars.

   It is the understanding of the Parties that the Rent shall be computed at the rate specified in **Exhibit "D"** attached hereto and incorporated herein.

   If any land is subsequently excluded from this Lease by sale, conveyance, or partial cancellation, the Rent shall be adjusted, accordingly and the Lessee shall receive a pro rata refund for any Rent that has been paid in advance for the portion excluded. Any said refund shall be determined by the Managing Agencies, based on the ownership of the land. A determination of this amount shall be made by prorating any prepaid Rent on a daily basis at the Lease term rate specified in **Exhibit "D"** herein for each acre excluded from the Lease.

4. **On-Site Management**. The City of Port Orange Public Utilities Director shall be the Contract Administrator for the Managing Agencies, unless otherwise designated in writing. The Contract Administrator shall coordinate with the Port Orange City Forester and the County of Volusia Land Manager to assist with the Lease activities on-site. The revenue shall be paid to the County of Volusia and to the City of Port Orange based on the total acreage of the wholly owned and jointly owned lands held by the respective Managing Agencies.

5. **Acceptance and Use of Premises**.

   A. *Acceptance and Use.* It is understood that the Premises consists of mostly undeveloped and untamed land, and the Lessee has had an opportunity to inspect the Premises and accepts the Premises in an "as-is" condition, and further, the Lessee understands that hunting is a dangerous activity and that there may be hazards (known and unknown, hidden and observable), including but not limited to, dangers such as holes, cracks, openings in the earth, fence wire, snakes, wells, swamps, brush, and other growth, ponds, harmful plants, wild or poisonous animals, insects, reptiles, unauthorized or careless persons on the land, other hunters, or other risks that may be dangerous and cause injury and/or death and that Lessee assumes all such risks at its own responsibility, without liability or recourse against Managing Agencies, their officers, employees, and agents.

Lessee covenants to use the same in accordance with all applicable laws with respect to the use or occupancy of the property. Lessee agrees to make no illegal, unlawful or improper use of said land. Lessee covenants and agrees to use said Premises for hunting, picnicking and fishing recreation by its members and their guests. Lessee will neither use nor suffer the same to be used for any other purposes. Lessee shall do nothing to interfere in any way with Managing Agencies' use of the Premises for forestry, silviculture, water production, wetland mitigation, prescribed burning, gopher tortoise mitigation, habitat enhancement/restoration and reforestation. The hunting and fishing rights granted to Lessee are on condition that Lessee will so exercise said rights as not to interfere with these stipulated activities upon said lands. All prescribed burning will be conducted under the supervision of Managing Agencies or their designated representatives.

Lessee is expressly prohibited from allowing the operation and use of motorcycles, mopeds and all-terrain vehicles on any part of the Premises for racing or contests of any type. Such vehicles may be used by Lessee's members and their guests for purposes of transportation around the Premises so long as they are used in a manner not to cause damage within the Premises and are not used except on the existing roads.

Lessee shall not conduct any activity or use the Premises in any way inconsistent with any provisions of the Port Orange Mitigation Bank, as authorized under SJRWMD permit number 4-127-64024-1 and U.S. Army Corps of Engineers permit number 2003-7849, and any modifications thereto, and upon notice to Lessee, in accordance with any permit issued subsequent to this lease.

No timber, plants, minerals, sand or forest products may be removed from the Premises by Lessee without the express written consent of Managing Agencies, excluding legal game and fire wood for camp fires. Excavation, chopping, and clearing are prohibited without the express written consent of Managing Agencies. Grading and road repair shall be allowed, within the road area previously disturbed.

B. *Construction, Alteration, and Improvements.* Lessee shall not construct any improvements on the Premises without the written consent by Managing Agencies. If such construction is approved by Managing Agencies, Lessee covenants that it shall promptly pay any material man or contractor performing any work upon the Premises and covenants and agrees to hold Managing Agencies harmless for any obligation or expense therein. Lessee may make such additions and improvements to the Premises as are first approved in writing by the Managing Agencies. All such improvements shall be at the sole expense and risk of Lessee and shall comply with local, state and federal laws and regulations, including but not limited to applicable land development, zoning and building codes. In the event of the termination of this Lease prior to the end of the term, the Lessee shall have thirty (30) days thereafter to remove any improvements and/or alterations it has placed upon the Premises. If the Lease is not renewed, the Lessee shall remove the improvements in not less than sixty (60) days prior to the expiration of the current lease term. Any Lessee improvements or alterations not timely removed shall become the property of the Managing Agencies with no obligation to compensate the Lessee therefor; the Managing Agencies shall have the right to invoice the Lessee for the costs of removal; and enforcement of the payment to the Managing Agencies shall survive the termination of the Lease. Lessee acknowledges

that the existing construction, alterations and improvements have not been approved and that Lessee may remove any of the existing construction, alterations and improvements. If the Lessee elects to retain any of the existing improvements, then Lessee shall be fully responsible for removal of the improvements at the end of the Lease term. Lessee shall be responsible for electric service charges, if any for service to the Lease Premises at the kennel and the camp areas. Lessee shall be responsible for the quality, safety and maintenance of any electric system servicing the camp.

C. *Scheduled Hunt Area.* Lessee shall not use or access the Scheduled Hunt Area on weekdays (Monday through Friday) and on days when the Port Orange Police Department Shooting Range has scheduled long range firearms training. City shall provide Lessee with periodic schedules, via electronic mail, of the City's use of the Shooting Range for long range firms training and for construction ("Schedule"). Lessee shall confirm receipt of the Schedule by return confirmation to the City via electronic mail. Lessee shall coordinate and distribute the Schedule to all members for notice of the times for permitted use within the Scheduled Hunt Area. No hunting shall occur within the Scheduled Hunt Area except as authorized herein and by the Schedule.

D. *Additional Security for Lease performance.* Lessee shall pay to the City of Port Orange Contract Administrator, who shall deposit the payment with the City of Port Orange for the benefit of the Managing Agencies as provided in this Agreement. The payment shall be made in the amount of Eight Thousand and 00/100 ($8,000.00) Dollars simultaneous with the execution of the Lease. The City of Port Orange shall be entitled to utilize the security payment for any actual costs and other expenses, incurred for enforcement of the performance of the terms of this Lease, and incurred by the City of Port Orange to remedy a violation or breach of this Lease.

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

6. **Release and Indemnification.** As further consideration for the rights and privileges granted herein, Lessee agrees to the following:

A. *Release.* That although Managing Agencies may have a greater knowledge of the Premises than Lessee, it is impracticable and virtually impossible for Managing Agencies to list and/or to physically show Lessee each and every potential hazard on the Premises and Lessee enters onto said Premises despite same and at Lessee's own risk and without liability to Managing Agencies, their officers, employees, and agents.

B. *Indemnification.* Lessee agrees to release, defend, indemnify and hold harmless Managing Agencies, its officers, employees and agents, from and against any and all liability, claims, fines, settlements, damages, demands, suits or causes of action of whatsoever nature, including but not limited to reasonable attorneys' fees, arising out of bodily injury to, illness or death of any person, including Lessee's members, damage to property of any person, legal entity, or third party, in any occurrence incident to or arising out of or relating to this Lease or any activities occurring upon the Premises, whether by Lessee or otherwise; the performance or non-performance by Lessee of is obligations hereunder; a breach of any term, provision or warranty contained in this Lease; or any violation of any laws, regulations, statutes, or ordinances related to Lessee's obligations or performance hereunder.

C. *Members and Guests.* All members, guests and invitees of Lessee entering the Premises for any purpose shall, before entering, sign an agreement, the form of which is attached hereto as **Exhibit "E"**, agreeing to comply with the terms of this Lease and to indemnify and hold harmless Managing Agencies against any and all claims, demands, causes of action, suits or judgments and all expenses and fees incurred in collection therewith for death or injuries to persons, or loss or damage to property, arising out of or in any manner connected with the occupancy or use of the premises by such member, guest or invitee of the Lessee. In the event of any such claim, demand or suit, notice shall promptly be given to the Managing Agencies and the Managing Agencies shall have the right to defend or settle the same in its discretion. This release shall further provide that the member, guest or invitee relinquishes and releases all claims of every nature which he or his heirs, successors or assigns shall have arising out of any occurrence upon or related to the premises. Each signature on the agreement shall be notarized.

D. *Insurance.* Lessee agrees to purchase and maintain, at its expense, public liability insurance, insuring Managing Agencies and Lessee against claims for bodily injury, personal injury and property damage, with limits of not less than One Million ($1,000,000.00) Dollars per occurrence for damage occurring to any person or property upon or about the Premises during the Lease term, and further agrees that Managing Agencies shall be named as an additional insured in such policy as it may apply to the real property herein described; Directors and Officers errors and omissions coverage with limits of not less than Five Hundred Thousand ($500,000.00) Dollars and pollution liability coverage with limits of not less than Five Hundred Thousand ($500,000.00) Dollars. The coverage and form of said insurance policy must be satisfactory to Managing Agencies. All insurance policies provided for in this Lease shall contain a provision that the policies cannot be canceled without thirty (30) days written notice to Managing Agencies and all such insurance shall be affected under enforceable policies issued by insurers possessing an A or better A.M. Best rating and , licensed to do business in the State of Florida. At

least fifteen (15) days prior to the expiration date of any policy, the original renewal policy for such insurance shall be delivered by Lessee to Managing Agencies. Within fifteen (15) days after the premium on any policy shall become due and payable, Managing Agencies shall be furnished with satisfactory evidence of its payment. Lessee shall provide Managing Agencies with a complete copy of the insurance policy in force during any period of this Lease.

7. **Assignment and Subletting**. Lessee may not assign this Lease or sublet any part of the Premises.

8. **Termination**.

A. Managing Agencies may terminate or cancel this Lease for a violation of its terms by Lessee, a member of the Lessee, or a guest of a member.

B. Managing Agencies shall individually have the discretionary right to terminate and cancel this Lease for any reason upon providing the Lessee written notice at least ninety (90) days prior to the noticed termination date. If the Managing Agencies terminate the Lease for reasons not related to a violation of the Lease by Lessee, then Managing Agencies shall prorate the Rent and the annual period of the Lease. Managing Agencies shall return the prorated portion of the Rent in the amount representing the annual period cancelled. In the event of termination of the Lease resulting from Lessee's violation or breach of the Lease by Lessee, its members or guests, the parties agree that the Rent shall not be prorated; that the parties agree that it is not possible to calculate the damages to the Managing Agencies resulting from an early termination and that the full amount of the Rent shall be a reasonable amount for the damages and the full amount of the Rent shall be retained by the Managing Agencies as liquidated damages.

C. Lessee may terminate this Lease in the event of a sale of a portion of the Premises and the remainder of the Premises no longer serves the Lessee's intended purpose.

D. To exercise the above options: the party shall give written notice to the other which notice shall specify the reason or reasons for the exercise of the option.

E. Cancellation or termination under this Paragraph 8 shall become effective sixty (60) days after the mailing of the notice of termination.

F. Compensation shall not be payable by Managing Agencies for any construction, alterations or improvements made by the Lessee.

9. **Termination in the Event of Sale**. In the event either of the Managing Agencies enters into a contract to sell all or any part of the Premises, the Managing Agencies shall promptly advise Lessee thereof in writing and, upon the closing of the sale, this Lease shall terminate as to the portion of the Premises which is sold unless the buyer of the property assumes the Lease. In the event of termination under this Paragraph 9, any unearned Rent shall be refunded to the

Lessee in accordance with the terms of Paragraph 3 but no compensation shall be payable by Managing Agencies for any improvements made by the Lessee.

10. **Default by Lessee.** The failure of Lessee to pay any of the sums herein provided or to keep, fulfill and perform any or the terms and provisions of the Lease on its part to be kept and performed, time being of the essence hereof, shall constitute a breach of this Lease at the option of Managing Agencies, so as to terminate all rights, privileges and interests of the Lessee herein. With respect to default of any of the provisions of this Lease by the Lessee, except for nonpayment, Managing Agencies shall provide to Lessee written notice of any breach of the Lease term(s) and or condition(s) and Lessee shall have thirty (30) days to correct the condition, or commence and diligently pursue corrective action if the condition cannot be corrected in thirty (30) days. Failure of Lessee to complete the correction within a reasonable time as determined by Managing Agencies shall constitute a breach of this Lease.

    In the event of a breach of this Lease, Lessee will pay to Managing Agencies all costs and other expenses, including reasonable attorneys' fees, which may be incurred by Managing Agencies in enforcing the Managing Agencies' rights hereunder, together with such other actual damages as Managing Agencies may actually sustain by reason of said breach, and Managing Agencies may, in such event, declare the term ended and may reenter and take possession of the Premises. All rights, remedies and privileges of Managing Agencies shall be cumulative, and in the event of a breach, the election or enforcement of one or more shall not be deemed to be a waiver of any or all others.

11. **Quiet Enjoyment and Right of Use.** Managing Agencies covenant that, if Lessee shall pay and otherwise perform all the agreements herein, Lessee shall peaceably and quietly have, hold, possess and use the Premises for and during the term hereof without any hindrance by Managing Agencies. Managing Agencies shall have the right of ingress and egress to, from, and upon the Premises for all purposes necessary to their full, quiet enjoyment of the rights conveyed herein. Managing Agencies shall have the right to enter and occupy the Premises for all purposes necessary to meet their designated responsibilities, including protection of the Premises. Managing Agencies shall have authority and shall, through their agents, officers and employees, take all reasonable measures to provide security against property damage, property degradation, and unauthorized uses or any use thereof not in conformance with this Lease. Lessee acknowledges that Managing Agencies may grant other persons, organizations, or entities the right to use the Premises for any purpose, other than hunting.

12. **Notices.** All notices required or permitted shall be in writing and delivered by mail Certified United States Mail, postage prepaid, return receipt requested, and by email addressed to the other party at the address as stated hereinafter, or to such other address as any party may designate by notice complying with the details of giving notice. Each such notice shall be deemed delivered upon electronic transmission receipt and if by certified mail on the date upon which the return receipt is signed or delivery is refused or the notice is designated by the postal authorities as not deliverable.

For Managing Agencies:

City of Port Orange
Steve Parnell, Public Utility Deputy Director
1395 Dunlawton Avenue
Port Orange, FL 32129
sparnell@port-orange.org

and

County of Volusia
Nick Dunnam, Land Manager
123 West Indiana Avenue
DeLand, FL 32720
ndunnam@volusia.org

For Lessee:

G & G Outdoors. LLC
Ander Goiriena, Manager
4059 Quail Nest Lane
New Smyrna Beach, FL 32168
ggoutdoorsllc@gmail.com

13. **Hunting**. This Lease specifically grants to Lessee hunting and fishing privileges on the Premises, except the two (2) reclaimed lakes. Lessee shall not swim, fish or use a boat for any purpose an on the two (2) reclaimed lakes. The hunting and fishing privileges herein granted are to be exercised in strict accordance with the laws of the State of Florida and the United States of America, and the rules and regulations of the Florida Fish and Wildlife Conservation Commission ("FWCC"), or any other duly constituted body having authority to make rules and regulations pertaining to the hunting, taking or catching of game birds, game animals and fish. Hunting seasons will coincide with those established by the FWCC. Lessee shall maintain harvesting records noting kill date, weight, condition, and sex of each animal harvested. This data will be included with each annual report submitted to Managing Agencies. Should wildlife populations decrease, the allowable take will be adjusted to maintain healthy populations.

14. **Hunting Rules and Regulations**. At a minimum, Lessee's hunting rules and regulations shall encompass the following:

A. *Dogs*. All dogs shall be vaccinated for rabies prior to being brought onto the Premises and shall display valid rabies tag at all times. Dogs are prohibited in the Primitive Hunt Area as shown in the ITB #19-06. In hunting areas other than the Primitive Hunt Area, dogs may be used for hunting game as allowed by Florida law. The members shall only use dogs that are trained and closely controlled by the member's voice command. The member shall restrict the dogs' activity to the permitted hunting areas and the leased property.

B. *Hunt Club Membership.* Membership will be limited to a maximum of one member for every one hundred fifty (150) acres of the Premises, not to exceed eighty-two (82) memberships. Lessee shall require Membership applications and as a part thereof each

applicant shall fill out a questionnaire of whether he/she has ever been charged or convicted of any violation of any laws, rules or regulations of the Florida Fish and Wildlife Conservation Commission or its predecessors or successors, or any violation of any law, rule, ordinance or regulation related to hunting, wildlife preservation, fishing, or game laws. A sample Membership Application is attached as **Exhibit "F"** hereto. Lessee will use this information for denial or approval of membership. When granting membership, Lessee shall not discriminate as prohibited by federal, state and local laws.

C. *Guests.*Members can only have one (1) guest at a time, per day, and no hunting guest shall be allowed to hunt more than a total of six (6) days per season. All guests will be required to sign liability releases as referenced in sub-paragraph 6.C, above, and this is the responsibility of the member and must be witnessed by the member. Lessee shall provide Managing Agencies with copies of its membership list and its rules and regulations, which shall be updated on an annual basis.

D. *General Rules and Restrictions.* Lessee, its members and their guests, shall comply with the following hunting rules and restrictions within the Premises.

1. Hunter orange must be worn during deer season. This is during the deer season only, not in bow or spring gobbler season.

2. Turkey beards must be retained for sex evidence in spring gobbler season.

3. All game, deer, turkey, and hogs are required to be weighed, photographed, sex identified and condition measured and recorded on game harvest reports. The game harvest reports [prepared by hunt club – submitted to FWCC] will be submitted to the Managing Agencies and the Wildlife Biologist after each hunting season for review and to determine if the populations are sustainable and healthy.

4. No hunting or discharging of a firearm or primitive weapon on or across any road, or in the vicinity of any occupied shelter or structure at any time; this includes any well building, utility pump house, storage facility, control unit, or any building or facility where employees or contractors of the Managing Agencies may be working or might possibly be entering or exiting, any day of the week at any time.

5. Hunting access will be limited to existing major roads within the Primitive Hunt Area. Fire lanes and trails are closed to vehicular access. All-terrain vehicles are not permitted off the existing roads or within the wetlands. All vehicles and trailers shall be registered with the State of Florida. The Managing Agencies shall provide the Lessee with access to the Premises; Lessee shall receive one (1) key card per registered member. The Lessee and the registered member shall notify the Managing Agencies immediately upon loss or misplacement of a key card. The Lessee shall pay the Managing Agencies $50 for each key card replacement. The member shall not be allowed more than one (1) activated key card at any one time. Upon loss, misplacement or issuance of a replacement key card, the Managing Agencies shall deactivate the original key card.

6. A buffer zone has been established within the boundaries of the Premises and Lessee,

its members and guests shall comply with the following:

a. No hunting within three hundred (300') feet of the perimeter boundary of the Premises.

b. Hunting is restricted to primitive weapons and shot guns within one thousand three hundred twenty (1320') feet of the no hunting perimeter described above. For identification purposes, the Florida Power & Light easement closely defines the three hundred (300') feet primitive weapons/archery-only buffer zone on a portion of the Premises along the eastern boundary line.

7. Feral hog hunting will be open [to take] year-round by trapping and modern gun, subject to those hunting restrictions stated herein.

8. Hunting deer stands or other structures are prohibited in the wetlands. Dredging and filling activities ae prohibited. Lessee shall not place or allow any target or other personal property to be placed on any utility building, structure or tank. Lessee is strictly prohibited from the use of any utility building, structure or tank for any purpose. Storage of any bulk fuel, solvent or other hazardous material is strictly prohibited. Fuel may be stored in fully contained, sealed and hand portable gas cans. Propane may be stored in fully contained, sealed and hand portable hydrotested gas tanks.

9. The Managing Agencies reserve the right to imposed additional reasonable rules for the safety of the Managing Agency activities and the members and guests of the Lessee.

15. **Care of Premises**.

A. Maintenance. Lessee shall, at its sole expense, keep and maintain all fences and gates in their present condition or as subsequently repaired or replaced by Managing Agencies. Lessee shall secure the Managing Agencies approval for the construction of the improvements to provide for a portable septic system and shall secure all permits as required by law. Lessee shall provide, to the Managing Agencies within ten (10) business days of the Managing Agencies' written request and not less than quarterly, the copies of all disposal records for the portable septic system. Lessee shall keep the premises clean and free all solid waste material, garbage and trash. Lessee shall be prohibited from storage of tires, boats, equipment, incapacitated vehicles and other similar personal property.

B. Safeguarding. The Lessee will provide oversight and reasonable patrolling of the leased premises in order to exclude trespassers; observe and report to the Managing Agencies any and all trespass occurrences; and be on the lookout at all times for any fire which may occur on the premises. In the event of a fire on the premises, the Lessee or any of its members having knowledge of the fire will immediately notify the Managing Agencies, the City of Port Orange Fire Rescue and the County of Volusia Fire Rescue, the State Forestry Service and such other governmental agencies as may be able to afford assistance.

16. **Right of Entry**. Managing Agencies, their agents, officers and employees, may at any time enter the Premises for the purpose of inspecting the same or showing the Premises, or portions

thereof, to prospective buyers, and shall have the right to use the Premises for any purpose not inconsistent with this Lease. Lessee shall give to Managing Agencies keys to all locks installed by Lessee.

17. **Successors and Assigns**. This Lease shall be binding upon and inure to the benefit of the successors and assigns of Managing Agencies. Lessee shall execute this Lease in triplicate, and upon execution by all Parties any of the three may be considered an original. Each member, guest or invitee of Lessee who is permitted to use the Premises shall agree to be bound by the terms of this Lease, which the Lessee is obligated to perform.

18. **Severability**. In the event one or more clauses of this Lease are declared invalid, void, unenforceable or illegal, that shall not affect the validity of the remaining portions of the Lease.

19. **Force Majeure**. No party to this Lease shall be liable for non-performance of any obligation herein if such non-performance is caused by Force Majeure. "Force Majeure" means an unforeseeable cause beyond the control of and without the negligence of the party claiming Force Majeure, including but not limited to fire, flood, acts of God, war, acts of terrorism or other unforeseeable accidents.

20. **Recording**. This Lease shall not be recorded. If it is recorded, the Lessee shall, upon demand, execute and deliver a quitclaim deed to Managing Agencies. If Lessee fails to do so, Lessee shall pay all expenses of a suit to expunge the Lease from the public records, including reasonable attorneys' fees.

21. **Additional Provisions.** In the event of a conflict between the terms of the original Lease, as amended and renewed, and this Amended and Renewed Hunting Lease, this Amended and Renewed Hunting Lease shall control. This Lease 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 email of an executed copy of this Lease shall be deemed valid as if an original signature was delivered.

22. **Public Records.** 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 Managing Agencies to perform the contracted service; (b) Upon request from the Managing Agencies' custodian of public records, provide the Managing Agencies 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 Managing Agencies; (d) Upon completion of the Contract, Contractor shall transfer to the Managing Agencies, 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 Managing Agencies, upon request from the Managing Agencies custodian of public records, in a format that is compatible with the information technology systems of the Managing Agencies. If Contractor does not comply with a public records request, the Managing Agencies shall deem the non-

compliance a breach of this Contract, and the Contractor may be subject to penalties under Section 119.10, Florida Statutes.

CONTRACTOR QUESTIONS RELATING TO CONTRACTOR'S DUTIES TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT MUST BE FORWARDED TO THE FOLLOWING:

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

IN WITNESS WHEREOF, the parties hereto have executed this Lease, by and through their duly authorized representatives, on the respective dates below.

Witnesses:

Scott Stiltner
Printed Name

Margaret T. Roberts
Printed Name

City of Port Orange, a municipal corporation

By: _____
Donald O. Burnette, Mayor

Attest:

_____
Robin L. Fenwick, CMC, City Clerk

Date: July 16, 2019

Attest:

George Recktenwald
~~Interim~~ County Manager

County of Volusia, a political subdivision of the State of Florida

By: Ed Kelley
County Chair

Date: 7/25/19

G & G OUTDOORS, LLC

Witnesses:

Nick Tischler

Printed Name

Cramer Carter

Printed Name

By: _____
Ander Goiriena, Manager

Attest: _____

Date: 6-10-19

EXHIBIT "A"

LEASED PREMISES

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

A PORTION OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SECTION 18, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND SECTION 13, TOWNSHIP 16 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE INTERSECTION OF THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 17 AND NORTHERLY RIGHT OF WAY LINE OF SHUNZ ROAD, A 200 FOOT RIGHT OF WAY AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 2537, PAGE 1319, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN SOUTH 01°09'24" EAST, ALONG SAID EAST LINE, 2229.85 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE SOUTH 89°36'00" WEST ALONG THE SOUTH LINE OF SAID SECTION 17, A DISTANCE OF 2652.78 FEET TO THE SOUTH ¼ CORNER OF SAID SECTION 17; THENCE SOUTH 89°34'03' WEST, ALONG THE SOUTH LINE, 2653.58 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE SOUTH 88°51'25' WEST ALONG THE SOUTH LINE OF SAID SECTION 18, A DISTANCE OF 2664,69 FEET TO THE SOUTH ¼ CORNER OF SAID SECTION 18; THENCE SOUTH 89°42'03" WEST ALONG SAID SOUTH LINE, 2665.19 FEET TO THE SOUTHEAST CORNER OF SECTION 13; THENCE SOUTH 89°11'48" WEST ALONG THE SOUTH LINE OF SAID SECTION 13, A DISTANCE OF 1535.55 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE 4 (S.R. 400), A 300 FOOT RIGHT OF WAY; THENCE NORTH 39°51'26" EAST ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 39°51'26" EAST, 4391.35 FEET; NORTH 82°07'51" EAST, 371.65 FEET; NORTH 39°51'26" EAST, 400.00 FEET; NORTH 02°24'59" WEST, 371.65 FEET; NORTH 39°51'26" EAST, 1651.56 FEET TO THE NORTH LINE OF SAID SECTION 18; THENCE DEPART SAID SOUTHEASTERLY RIGHT OF WAY LINE, NORTH 88°36'48" EAST ALONG NORTH LINE OF SAID SECTION 18, A DISTANCE OF 2320.32 FEET TO THE NORTHWEST CORNER OF SAID SECTION 17: THENCE NORTH 89°26'55" EAST ALONG NORTH LINE OF SAID SECTION 17, A DISTANCE OF 1158.89 FEET; THENCE DEPART SAID NORTH LINE SOUTH 01°09'14" EAST, 3101.62 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID SHUNZ ROAD AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2100.00 FEET, A CENTRAL ANGLE OF 11°01'48" AND A CHORD BEARING OF NORTH 83°12'24" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 404.27 FEET; THENCE NORTH 88°43'18" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 2218.74 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 5100.00 FEET AND A CENTRAL ANGLE OF 04°53'20"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 435.17 FEET; THENCE SOUTH 86°23'22" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1051.53 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH:

A PARCEL OF LAND BEING A PORTION OF THE SOUTHWEST ¼ OF SECTION 11, A PORTION OF THE WEST ½ OF SECTION 14, A PORTION OF THE SOUTH ½ OF SECTION 15, AND A PORTION OF THE SOUTH ½ OF SECTION 16, ALL BEING IN TOWNSHIP 16 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: AS A POINT OF BEGINNING COMMENCE AT THE SOUTHWEST CORNER OF SECTION 11, THENCE ALONG THE WEST LINE OF SAID SECTION 11 RUN N 03°22'05" W, A DISTANCE OF 1391.99 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SHUNZ ROAD (A 200 FOOT RIGHT OF WAY); THENCE ALONG SAID SOUTHERLY LINE N 88°45'25" E,

A DISTANCE OF 1459.81 FEET TO A POINT ON THE WESTERLY PRESCRIPTIVE RIGHT OF WAY LINE OF TOMOKA FARMS ROAD (AS RECORDED IN MAP BOOK 1, PAGES 23 THROUGH 39 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA); THENCE ALONG SAID WESTERLY PRESCRIPTIVE RIGHT OF WAY LINE THE FOLLOWING 45 COURSES AND DISTANCES; S 18°10'45" E, A DISTANCE OF 58.46 FEET; THENCE S 18°03'52" E, A DISTANCE OF 200.00 FEET; THENCE S 18°27'56" E, A DISTANCE OF 100.00 FEET; THENCE S 18°24'30" E, A DISTANCE OF 100.00 FEET; THENCE S 17°50'07' E, A DISTANCE OF 100.00 FEET; THENCE S 17°57'00" E, A DISTANCE OF 100.00 FEET; THENCE S 18°03"52" E, A DISTANCE OF 200.00 FEET; THENCE S 17°50'07" E, A DISTANCE OF 100.00 FEET; THENCE S 17°32'56" E, A DISTANCE OF 100.00 FEET; THENCE S 23°15'52" E, A DISTANCE OF 100.40 FEET; THENCE S 17°32'56" E, A DISTANCE OF 100.00 FEET; THENCE S 10°42'54" E A DISTANCE OF 100.84 FEET, THENCE S 15°04'04" E, A DISTANCE OF 88.49 FEET; THENCE S 08°53'42" E, A DISTANCE OF 100.10 FEET; THENCE S 08°12'30" E, A DISTANCE OF 100.05 FEET; THENCE S 06°50'02" E, A DISTANCE OF 100.00 FEET; THENCE S 06°56'55" E, A DISTANCE OF 100.00 FEET; THENCE S 06°05'21" E, A DISTANCE OF 800.01 FEET; THENCE S 06°22'32" E, A DISTANCE OF 100.00 FEET; THENCE S 05°48'09" E, A DISTANCE OF 100.00 FEET; THENCE S 06°22'32" E, A DISTANCE OF 100.00 FEET; THENCE S 06°08'47" E, A DISTANCE OF 100.00 FEET; THENCE S 06°36'17" E, A DISTANCE OF 100.00 FEET; THENCE S 05°48'09" E, A DISTANCE OF 100.00 FEET; THENCE S 06°22'32" E, A DISTANCE OF 400.00 FEET; THENCE S 05°48'09" E, A DISTANCE OF 100.00 FEET; THENCE S 06°22'32" E, A DISTANCE OF 100.00 FEET; THENCE S 05°48'09" E, A DISTANCE OF 100.00 FEET; THENCE S 06°22'32" E, A DISTANCE OF 600.00 FEET; THENCE S 05°48'09" E, A DISTANCE OF 100.00 FEET; THENCE S 06°39'43" E, A DISTANCE OF 200.00 FEET; THENCE S 05°48'09" E, A DISTANCE OF 100.00 FEET; THENCE S 05°34'24" E, A DISTANCE OF 100.01 FEET; THENCE S 06°36'17" E, A DISTANCE OF 100.00 FEET; THENCE S 06°56'55" E, A DISTANCE OF 100.00 FEET; THENCE S 06°22'32" E, A DISTANCE OF 100.00 FEET; THENCE S 06°39'43" E, A DISTANCE OF 200.00 FEET; THENCE S 06°22'32" E, A DISTANCE OF 100.00 FEET; THENCE S 06°39'43" E, A DISTANCE OF 200.00 FEET; THENCE S 10°14'17" E, A DISTANCE OF 108.68 FEET; THENCE S 08°35'15" E, A DISTANCE OF 101.12 FEET; THENCE S 16°32'44" E, A DISTANCE OF 200.01 FEET; THENCE S 19°07'23" E, A DISTANCE OF 400.24 FEET; THENCE S 17°24'18" E, A DISTANCE OF 100.00 FEET; THENCE S 14°55'03" E, A DISTANCE OF 75.90 FEET; THENCE DEPARTING SAID PRESCRIPTIVE RIGHT OF WAY LINE RUN THE FOLLOWING 20 COURSES AND DISTANCE ALONG A FENCE LINE; S 88°53'10" W, A DISTANCE OF 514.92 FEET; THENCE S 88°09'06" W, A DISTANCE OF 410.91 FEET; THENCE S 88°34'20" W, A DISTANCE OF 166.19 FEET; THENCE S 87°59'19" W, A DISTANCE OF 330.63 FEET; THENCE S 88°34'57" W, A DISTANCE OF 167.79 FEET; THENCE S 87°45'50" W, A DISTANCE OF 161.70 FEET; THENCE S 88°02'21" W, A DISTANCE OF 330.52 FEET; THENCE S 88°58'14" W, A DISTANCE OF 85.62 FEET; THENCE S 88°05'28" W, A DISTANCE OF 148.69 FEET; THENCE S 87°35'15" W, A DISTANCE OF 94.48 FEET; THENCE S 87°24'39" W, A DISTANCE OF 165.06 FEET; THENCE S 88°53'05" W, A DISTANCE OF 94.15 FEET; THENCE S 88°48'57" W, A DISTANCE OF 1067.37 FEET; THENCE S 83°55'42" W, A DISTANCE OF 138.00 FEET; THENCE S 87°54'50" W, A DISTANCE OF 242.71 FEET; THENCE S 84°59'48" W, A DISTANCE OF 88.03 FEET; THENCE S 88°29'38" W, A DISTANCE OF 328.93 FEET; THENCE S 88°05'05" W, A DISTANCE OF 329.56 FEET; THENCE S 87°31'46" W, A DISTANCE OF 327.03 FEET; THENCE S 00°51'47" E, A DISTANCE OF 37.05 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID SECTION 15; THENCE ALONG SAID SOUTH SECTION LINE S 88°36'04" W, A DISTANCE OF 2667.00 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE ALONG THE SOUTH LINE OF AFORESAID SECTION 16, S 88°18'43" W, A DISTANCE OF 5239.77 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 16; THENCE ALONG THE WEST LINE OF SAID SECTION N 01°54'16" W, A DISTANCE OF 2029.42 FEET TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF SHUNZ ROAD; THENCE ALONG SAID RIGHT OF WAY LINE S 87°08'28" E, A DISTANCE OF 2459.30 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2300.00 FEET, A CENTRAL ANGLE OF 15°53'15" AND A

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

TOGETHER WITH:

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

TOGETHER WITH:

THE WEST ONE HALF (W½) OF SECTION 22, TOWNSHIP 16 SOUTH, RANGE 32 EAST, EXCEPT, BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 22, TOWNSHIP 16 SOUTH,

RANGE 32 EAST RUN S 00°22'38" E ALONG THE EAST LINE OF THE NORTHWEST ONE QUARTER OF SAID SECTION 22 A DISTANCE OF 2613.69 FEET TO A ¾ INCH IRON PIPE; THENCE RUN N 01°13'33" W ALONG THE WESTERLY MONUMENTED SUBDIVISION LINE OF TOMOKA FARMS, A PLAT AS RECORDED IN MAP BOOK 22 AT PAGES 168 AND 169 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA A DISTANCE OF 2613.78 FEET; TO THE NORTH LINE OF SAID SECTION 22, THENCE RUN N 89°20'09" E ALONG SAID NORTH SECTION LINE A DISTANCE OF 38.75 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

LESS AND EXCEPT:

A PORTION OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 32 EAST AND A PORTION OF THE NORTHWEST ¼ OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY

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

TOGETHER WITH:

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

EXHIBIT "B"

SCHEDULED HUNT AREA

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

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

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

LESS AND EXCEPT:

A PORTION OF THE EAST ½ OF THE NORTHEAST ¼ OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 32 EAST AND A PORTION OF THE NORTHWEST ¼ OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGIN AT THE NORTHWEST CORNER OF SAID SECTION 10, THENCE ALONG THE NORTH LINE OF SAID SECTION 10 N 89°08'22" E, 114.10 FEET TO THE APPROXIMATE CENTERLINE OF A DIRT ROAD; THENCE ALONG SAID CENTERLINE THE FOLLOWING COURSES: S 24°33'02" E 403.94 FEET; THENCE S 33°09'59" E, 496.21 FEET; THENCE S 31°46'56" E, 347.95 FEET; THENCE S 30°43'20" E, 282.76 FEET; THENCE S 12°53'21" E, 276.95 FEET; THENCE S 19°01'14" E, 231.14 FEET; THENCE S 21°07'52" E, 222.48 FEET; THENCE DEPART SAID CENTERLINE N 89°47'39" W, 1519.25 FEET; THENCE N 04°12'23" W, 346.28 FEET; THENCE N 26°28'24" W, 379.35 FEET; THENCE N 03°52'27" W, 388.74 FEET; THENCE N 24°21'24" W, 268.89 FEET; THENCE N 09°21'27" W, 693.73 FEET TO THE NORTH LINE, THE NORTHEAST ¼ OF SAID SECTION 9; THENCE ALONG SAID NORTH LINE N 89°27'09" E;

TOGETHER WITH:

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

EXHIBIT "C"

Primitive Hunt Area

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

A PORTION OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SECTION 18, TOWNSHIP 16 SOUTH, RANGE 32 EAST AND SECTION 13, TOWNSHIP 16 SOUTH, RANGE 31 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE INTERSECTION OF THE EAST LINE OF THE SOUTHEAST ¼ OF SAID SECTION 17 AND NORTHERLY RIGHT OF WAY LINE OF SHUNZ ROAD, A 200 FOOT RIGHT OF WAY AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 2537, PAGE 1319, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN SOUTH 01°09'24" EAST, ALONG SAID EAST LINE, 2229.85 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 17; THENCE SOUTH 89°36'00" WEST ALONG THE SOUTH LINE OF SAID SECTION 17, A DISTANCE OF 2652.78 FEET TO THE SOUTH ¼ CORNER OF SAID SECTION 17; THENCE SOUTH 89°34'03' WEST, ALONG THE SOUTH LINE, 2653.58 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE SOUTH 88°51'25' WEST ALONG THE SOUTH LINE OF SAID SECTION 18, A DISTANCE OF 2664,69 FEET TO THE SOUTH ¼ CORNER OF SAID SECTION 18; THENCE SOUTH 89°42'03" WEST ALONG SAID SOUTH LINE, 2665.19 FEET TO THE SOUTHEAST CORNER OF SECTION 13; THENCE SOUTH 89°11'48" WEST ALONG THE SOUTH LINE OF SAID SECTION 13, A DISTANCE OF 1535.55 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF INTERSTATE 4 (S.R. 400), A 300 FOOT RIGHT OF WAY; THENCE NORTH 39°51'26" EAST ALONG SAID SOUTHEASTERLY RIGHT OF WAY LINE THE FOLLOWING COURSES AND DISTANCES: NORTH 39°51'26" EAST, 4391.35 FEET; NORTH 82°07'51" EAST, 371.65 FEET; NORTH 39°51'26" EAST, 400.00 FEET; NORTH 02°24'59" WEST, 371.65 FEET; NORTH 39°51'26" EAST, 1651.56 FEET TO THE NORTH LINE OF SAID SECTION 18; THENCE DEPART SAID SOUTHEASTERLY RIGHT OF WAY LINE, NORTH 88°36'48" EAST ALONG NORTH LINE OF SAID SECTION 18, A DISTANCE OF 2320.32 FEET TO THE NORTHWEST CORNER OF SAID SECTION 17: THENCE NORTH 89°26'55" EAST ALONG NORTH LINE OF SAID SECTION 17, A DISTANCE OF 1158.89 FEET; THENCE DEPART SAID NORTH LINE SOUTH 01°09'14" EAST, 3101.62 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SAID SHUNZ ROAD AND THE BEGINNING OF A NON TANGENT CURVE CONCAVE SOUTHERLY, HAVING A RADIUS OF 2100.00 FEET, A CENTRAL ANGLE OF 11°01'48" AND A CHORD BEARING OF NORTH 83°12'24" EAST; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 404.27 FEET; THENCE NORTH 88°43'18" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE, 2218.74 FEET TO THE BEGINNING OF A CURVE, CONCAVE SOUTHERLY HAVING A RADIUS OF 5100.00 FEET AND A CENTRAL ANGLE OF 04°53'20"; THENCE EASTERLY ALONG THE ARC OF SAID CURVE, 435.17 FEET; THENCE SOUTH 86°23'22" EAST, ALONG SAID NORTHERLY RIGHT OF WAY LINE, 1051.53 FEET TO THE POINT OF BEGINNING; LESS AND EXCEPT THAT PORTION OF SECTION 17, TOWNSHIP 16 SOUTH, RANGE 32 EAST SOUTH OF SAID RIGHT OF WAY OF SHUNZ ROAD, A 200 FOOT RIGHT OF WAY AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 2537, PAGE 1319, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA;

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

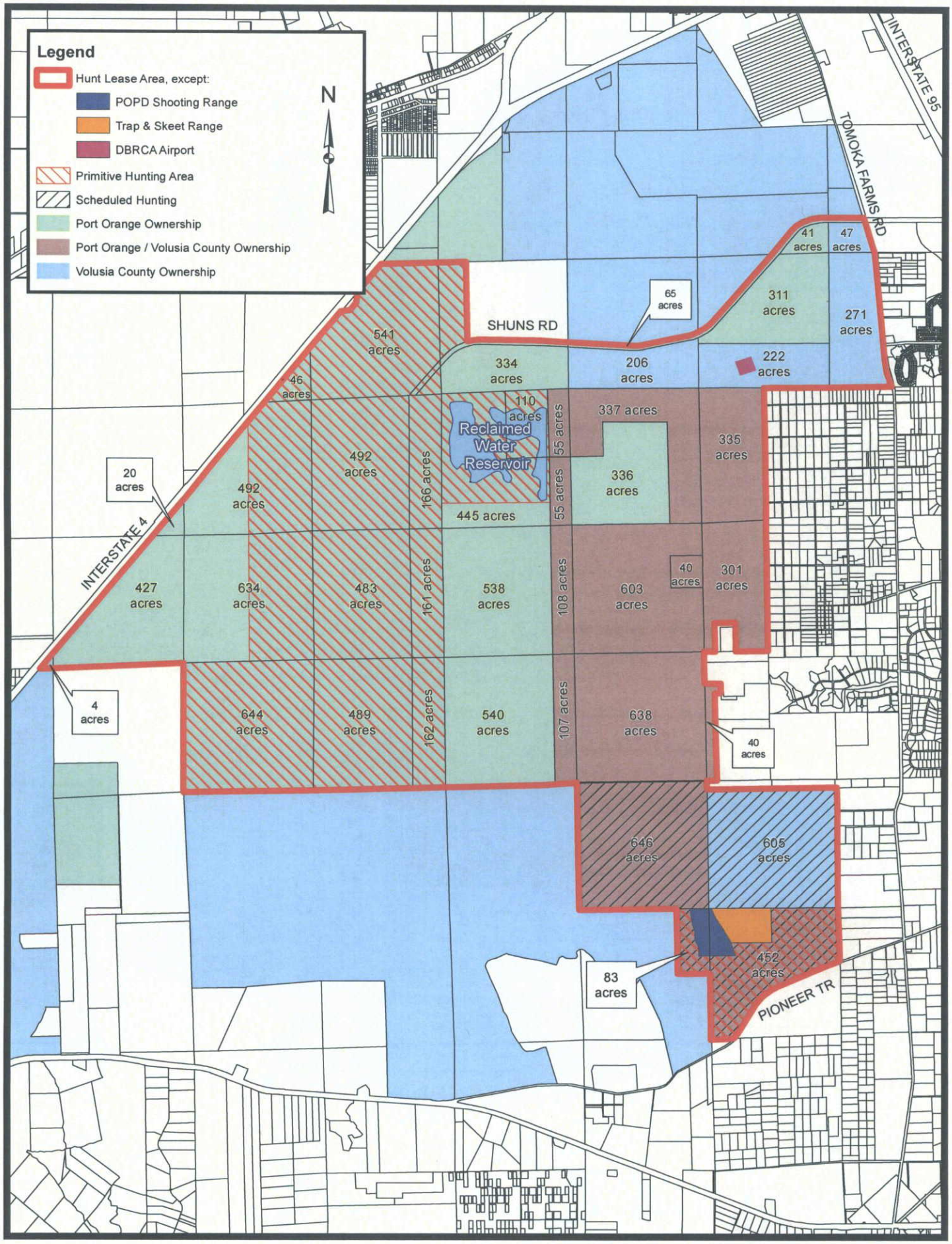
Lease Charges August 1, 2019 - July 31, 2022 (Initial Period)					
	Wholly Owned City	City Portion of Joint	County Portion of Joint	Wholly County	Total
Acres	7,311	1,839	1,839	1,341	12,329
Cost per Acre	$ 15.03	$ 15.03	$ 15.03	$ 15.03	
Lease	$ 109,900.29	$ 27,636.67	$ 27,636.67	$ 20,158.16	$ 185,331.78
Annual Lease Billed By City	$ 137,536.96				
Annual Lease Billed by County	$ 47,794.82				
Total Annual Lease	$ 185,331.78				

Note: Wholly Owned County used to be 1,351 acres, but was reduced by 10 acres to 1,341 based on an addendum to the 19-06 ITB that removed the 10 acres leased by the remote control airplane group. Actual charge per acre is $15.03218266 (in order to arrive at bid amount of $185,331.78).

Annual rent will increase on August 1, 2022 based on CPI formula included in the contract and bid and remain at that level for the 4th and 5th years of the lease. 1-Year renewals will be considered after the initial 5-Year term and will increase by 1.5% at each 1-year renewal.

Leased Premises are shown on the attached graphic.

EXHIBIT "D"



Revised: 3/8/2019

G&G OUTDOORS, LLC
2019-2020 HUNTING SEASON

MEMBER/GUEST LIABILITY RELEASE

I, _____, hereby acknowledge I have knowingly and willingly entered the property known as G&G OUTDOORS, LLC (referred to herein as the "Hunting Lease") and have become a Party bound by the terms and conditions of the Hunting Lease Agreement between Lessor and Lessee, dated _____. I understand the terms, provisions and conditions of the G&G OUTDOORS, LLC rules and will abide by its terms, provisions, and conditions.

I further acknowledge and understand no warranty, either expressed or implied, is made by G&G OUTDOORS, LLC as to the condition of the Hunting Lease located in Volusia County, Florida, or any roads, buildings, gates or other improvements located thereon. This document is sufficient warning dangerous conditions, risks and hazards may exist. My presence and activities on the Hunting Lease expose me and my property to dangerous conditions, risks, and hazards, including but not limited to: venomous snakes, insects and spiders; blinds and tree stands; erosion and the general condition of the land, both on and off roadways, creating rough, hazardous and dangerous driving and walking conditions; animals both wild and domestic that may be diseased and/or potentially dangerous; and persons with firearms both on or off the Hunting Lease. I hereby expressly assume all such dangers, risks and hazards.

In consideration for the right to enter the Hunting Lease, I hereby release and agree to protect, indemnify and hold harmless Lessor, G&G OUTDOORS, LLC, and the CITY OF PORT ORANGE, FLORIDA, and the COUNTY OF VOLUSIA, and the CITY OF DAYTONA BEACH, and any of their respective agents, employees and assigns, from and against any and all claims, demands, causes of action and damages, including attorney fees, resulting from any accident, incident or occurrence arising out of, incidental to, or in any way resulting from the use of the Hunting Lease and all improvements thereon, whether or not caused by Lessor's or G&G OUTDOORS, LLC's negligence or gross negligence. This Release applies during the time I am permitted on the Hunting Lease. I hereby further covenant and agree that I, my heirs, successors and assigns will not make any claim or institute any suit or action at law or in equity against Lessor or its agents, representatives, employees, successors in interest or office, or assigns.

As used in this Release, the terms *I*, *my person* and *myself* include minors in my care while on the Hunting Lease.

MEMBER SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ MEMBER NO.: _____

GUEST SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

WITNESS SIGNATURE: _____ DATE: _____

PRINTED NAME: _____

EXHIBIT "E"

G&G OUTDOORS, LLC
2019-2020 HUNTING SEASON

IF APPROVED, MEMBER NO.: _____

MEMBERSHIP APPLICATION

Current and potential new members MUST submit the following by May 1, 2019

1. Completed and signed application
2. Signed liability release
3. Copy of valid driver's license
4. Copy of valid hunting license
5. Membership Dues
6. Copy of current auto policies (including those for any ATV's/UTV's)
7. Secondary Membership Application (if applicable)

Membership dues are non-refundable and memberships are non-transferable. Incomplete applications will be rejected. If any payment arrangements have been made with Club President or Vice President, all dues must be paid in full before the member is allowed access to hunt.

Complete the Following:

Full Name: _____ Cell Phone: _____

Address: _____

Email Address: _____

Driver's License No.: _____ D.O.B: _____

Vehicle Year/Make/Model: _____ License Plate No.: _____

Complete If Applicable for Spouse/Dependents:

Name: _____ D.O.B.: _____ Relation: _____

Name: _____ D.O.B.: _____ Relation: _____

Name: _____ D.O.B.: _____ Relation: _____

By signing this application, I confirm that all information is true and correct. I have received a copy of the rules and map for the 2019-2020 hunting season, and hereby confirm that I have read and understand the rules as written, and I agree to abide by all G&G OUTDOORS, LLC rules and regulations now in force and hereinafter adopted. I understand that Members may be subject to random search while on club property.

Member Signature: _____ Date: _____

Printed Name: _____

Application Received By: _____ Date: _____

EXHIBIT "F"

HUNTING LEASE ADDENDUM NO. 1
BETWEEN THE COUNTY OF VOLUSIA, FLORIDA,
THE CITY OF PORT ORANGE, FLORIDA AND G & G OUTDOORS, LLC

This Hunting Lease Addendum No. 1 is entered into by and between the **COUNTY OF VOLUSIA, FLORIDA,** whose principal address is 123 West Indiana Avenue, DeLand, Florida 32720 ("County"), the **CITY OF PORT ORANGE, FLORIDA**, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 ("City"), and **G & G OUTDOORS, LLC**, whose principal address is 4059 Quail Nest Lane, New Smyrna Beach, FL 32168 ("Lessee"), and relates to that certain Hunting Lease between the parties entered into on July 16th, 2019, and any amendments thereto (collectively referred to as the "Lease"). The parties, in exchange for the mutual covenants contained herein and in the Lease, agree as follows:

1. This Hunting Lease Addendum No. 1 expressly modifies the Lease and in the event of a conflict, the terms and conditions of this Hunting Lease Addendum No. 1 shall prevail. The remainder of the Lease remains in full force and effect.

2. The County and City hereby authorize the Lessee and their agents to obtain the proper permitting to conduct the harvesting of alligators in strict compliance with state, federal and local laws on the Premises subject to terms and conditions contained in the Lease.

3. This Hunting Lease Addendum No. 1 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 Hunting Lease Addendum No. 1 shall be deemed valid as if an original signature was delivered. No contract shall be formed between Lessee and the County and the City until the County and the City signs this Hunting Lease Addendum No. 1.

4. Each person signing this Hunting Lease Addendum No. 1 warrants that he or she is duly authorized to do so and to bind the respective party to the Hunting Lease Addendum No. 1.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement for the purposes herein expressed on the dates set forth below.

Witnesses:

CITY OF PORT ORANGE

_____
Printed Name:_____

By:_____
Donald O. Burnette, Mayor

_____
Printed Name:_____

Date:_____

Witnesses:

ATTEST:

_____
Printed Name:_____

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

_____
Printed Name:_____

Date:_____

COUNTY OF VOLUSIA

Attest:

_____
George Recktenwald
County Manager

By: _____
Ed Kelley
County Chair

Date: _____

G & G OUTDOORS, LLC

Witnesses:

Ruth E. Thayne

RUTH E THAYNE

Printed Name

Shelly Field

Shelby Field

Printed Name

By: Ander Goiriena

Ander Goiriena, Manager

Date: 7-14-2020

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/21/2020

Consent item: Yes

SUBJECT: (B7d) Approval of Change Order No. 1 to Task Authorization No. 14 with Kimley-Horn and Associates

DEPARTMENT: Public Utilities

GOAL:

RECOMMENDED MOTION: Move to approve Change Order No. 1 to Task Authorization No. 14 with Kimley-Horn and Associates Inc. to extend the project completion date to September 30, 2020; and authorizing the Mayor and City Clerk to execute all contract documents.

SUMMARY: On May 22, 2019, Council approved Task Authorization No. 14 to the Master Contract with Kimley-Horn and Associates Inc. for the Utility System Hydraulic Modeling. A written Notice to Proceed was issued effective June 12, 2019 with a final completion date of June 12, 2020.

The modeling portion of the project is complete however due to delays associated with the COVID-19 pandemic and the limitations to perform face-to-face training, the final calibration reviews and software training component still need to be completed. Change Order No. 1 is requested to extend the completion date to September 30, 2020 (additional 110 days). There is no change in cost.

Project No.: Funding Account No.:

Presenter: Lynn Stevens

ATTACHMENTS:

1.	CHANGE ORDER NO 1 to TA No 14	CHANGE ORDER NO 1 to TA No 14.pdf
2.	CHANGE ORDER 1 JUSTIFICATION MEMO TA 14 Kimley Horn Utility System Hydraulic Modeling	CHANGE ORDER 1 JUSTIFICATION MEMO TA 14 Kimley Horn Utility System Hydraulic Modeling.pdf
3.	Executed TA14 Kimley Horn contract CA4621 hydraulic systems modeling apprvd council may 22 2019	Executed TA14 Kimley Horn contract CA4621 hydraulic systems modeling apprvd council may 22 2019.pdf
4.	Letter from Kimley Horn CHANGE ORDER 1 additional time request TA14 Hydraulic Modeling Time Extension Amendment	Letter from Kimley Horn CHANGE ORDER 1 additional time request TA14 Hydraulic Modeling Time Extension Amendment.pdf

Kynah Cockcroft	Created/Initiated - 6/15/2020
Kynah Cockcroft	Approved - 6/15/2020
Julia Wiggins	Approved - 6/15/2020
Richard Colby	Approved - 6/15/2020
Junos Reed	Approved - 6/16/2020
Steve Parnell	Approved - 6/19/2020
Lynn Stevens	Approved - 6/19/2020
Lupe Reyna-Coffin	Approved - 7/8/2020
Scott Neils	Approved - 7/13/2020
Matthew Jones	Approved - 7/15/2020
Jake Johansson	Approved - 7/15/2020
Robin Fenwick	Final Approval - 7/16/2020

CHANGE ORDER NO. 1 to Task Authorization No. 14
to Master Contract for Engineering Services dated March 17, 2015
with Kimley-Horn Associates, Inc., Contractor

Project: Working models for the hydraulic systems for water, wastewater and reclaimed water systems

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	**CHANGE IN CONTRACT TIMES**:
Original Contract Price: $167,625.00	Original Contract Times: NTP Issued: June 12, 2019 Substantial Completion: 365 days Final Completion: June 12, 2020
Net changes from previous Change Order: N/A	Changes in contract time from previous Change Orders: N/A
Contract Price prior to this Change Order: $167,625.00	Contract Completion Date prior to this Change Order: June 12, 2020
Net Increase (decrease) of this Change Order: No. 1 $0	Changes in contract time requested this Change Order: No. 1: 110 days
Contract Price with all approved Change Orders: $167,625.00	Contract Times with all approved Change Orders: Final Completion: September 30, 2020

CHANGES ORDERED:

I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Task Authorization No. 14 entered into by and between the parties on June 4, 2019 with a Written Notice to Proceed issued on June 12, 2019.

II. REQUIRED CHANGES: Additional 110 days needed to complete the hydraulic systems modeling project. No change in cost requested. No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.

III. JUSTIFICATION: Due to delays associated with the COVID19 pandemic, the consultant's limitations to access their offices, and the inability to perform onsite training during the shutdown, additional time is required to complete the final calibration reviews and the software training component.

IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Task Authorization No. 14 subject to a limit up to but not to exceed $167,625.00. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

V. This Change Order 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 Change Order 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 Change Order.

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to all provisions of the original contract not specifically changed by this Change Order;

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original contract other than matters expressly provided herein;

The prices quoted are fair and reasonable and in proper ratio to the cost of the original work contracted for under competitive bidding; and,

The change in price and/or delivery date described is considered to be fair and reasonable and has been mutually agreed upon in full agreement and final settlement of all claims arising out of this modification including all claims for delays and disruptions resulting from, caused by, or incident to such modifications and change orders.

RECOMMENDED BY:
JUNOS REED, P.E._____
Department Project Manager

By:_____

Date Signed:_____

ACCEPTED BY:
M. LEWIS BRYANT, P.E._____
Kimley-Horn and Associates Inc.

By:_____

Date Signed:_____

RECOMMENDED BY:
N/A
City's Representative

By:_____
Printed Name:_____
Title:_____

Date Signed:_____

RECOMMENDED BY:
N/A
Engineer of Record

By:_____
Printed Name:_____
Title:_____

Date Signed:_____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By:_____
Lynn Stevens, Public Works & Utilities

Date Signed:_____

City Manager

By:_____
M.H. Johansson, City Manager

Date Signed:_____

If Council approval is required:

By:_____
Donald O. Burnette, Mayor

Date Signed:_____

Affirmed:

_____
Robin L. Fenwick, MMC, City Clerk

Date Signed:_____

City of Port Orange
Public Works and Utilities Department

TO: M.H. Johansson, City Manager

THRU: Lynn Stevens, Public Works and Utilities Director
Julia Wiggins, Public Works and Utilities Budget Analyst

FROM: Junos Reed, P.E., Engineering and Construction Manager

DATE: June 10, 2020

SUBJECT: Kimley Horn & Associates – Task Authorization No 14 Utility System Hydraulic Modeling Change Order 1

REQUEST:
The Public Works and Utilities Department is requesting approval of Change Order 1 to Task Authorization No 14 to Kimley Horn & Associates for services relating to development of Water, Wastewater, and Reclaimed Water system hydraulic models. The request is to extend the contract date from June 12, 2020 to September 31, 2020.

CONSIDERATION:
The project received a Notice to Proceed on June 12, 2019 with a final completion date of June 12, 2020. Due to delays associated with the COVID-19 pandemic and the limitations of our consultant to access their offices and the inability to perform onsite training during the shutdowns the project will not be completed within the time limits of Task Authorization.

While the modeling portion of the project is complete, the final calibration reviews with staff and the software training component still need to be completed. We are requesting an extension to September 31, 2020 to allow for the acquisition of the modeling software by the City and the scheduling of the training.

FUNDING:
This is a no cost change order for time.

RECOMMENTATION:
The Public Works and Utilities Department recommends approval of Change Order 1 to Task Authorization No 16 to Kimley Horn & Associates for service relating to the utility system hydraulic modeling project to extend the contract date from June 12, 2020 to September 31, 2020.

ANTICIPATED SCHEDULE:
Complete implementation and training on the models by September 31, 2020.

ATTACHMENTS:
1. Kimley Horn & Associates letter requesting for time extension.

TASK AUTHORIZATION NO. 14
Master Contract for Engineering Services dated March 17, 2015
Between the City of Port Orange, Florida and Kimley-Horn and Associates, 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 **Kimley-Horn and Associates, Inc.**, a North Carolina corporation registered to transact business in Florida, whose principal address is 3001 Weston Parkway, Cary, North Carolina 27513 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract for Engineering Services dated March 17, 2015, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

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

2. The Public Works & Utilities Director, Lynn Stevens, shall perform contract administration for this Task Authorization No 14 and can be reached at (386) 506-5750.

3. In addition to all other terms and conditions contained in the Contract, Contractor shall provide services relating to the Port Orange working models for the hydraulic systems for the water, wastewater and reclaimed water system; as more particularly described in the Scope of Services attached hereto and incorporated herein as Task Authorization No. 14 Exhibit "A."

4. Engineer shall complete the services to be provided herein within 365 days from issuance of a written Notice to Proceed.

5. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Task Authorization No 14, Exhibit "A" attached hereto and made a part hereof for all purposes, subject to a limit not to exceed **One hundred sixty-seven thousand, six hundred twenty five dollars ($167,625.00)**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

6. 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: Alan Cami

Printed Name: CARA KELLER

KIMLEY-HORN AND ASSOCIATES, INC.

By:

Printed Name: Malcolm L. Bryant

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, or other legally authorized person, then please provide written authorization for that individual to enter into contracts on behalf of the corporation.

Date: 5/20/19

Witnesses:

Ruth E. Thayne

Printed Name: RUTH E. THAYNE

Shelby Field

Printed Name: Shelby Field

CITY OF PORT ORANGE

By: _____

Donald O. Burnette, Mayor

Date: 6/4/19

Witnesses:

Ruth E. Thayne

Printed Name: RUTH E. THAYNE

Shelby Field

Printed Name: Shelby Field

ATTEST:

By: _____

Robin L. Fenwick, CMC, City Clerk

Date: 6/4/19

[CA 4621]

Task Authorization No. 14

Exhibit "A"

Kimley-Horn and Associates, Inc.

Utility System Hydraulic Modeling

Kimley»Horn

Fiscal Year 2018/2019 Hydraulic Modeling Services

Describing a specific agreement between Kimley-Horn and Associates, Inc. (Kimley-Horn), and The City of Port Orange (the Client or the City) in accordance with the terms of the Master Agreement for Continuing Professional Services dated March 17, 2015, which is incorporated herein by reference.

General Category of Services:

The City has requested a scope to develop the water, wastewater, and reclaimed water system hydraulic models. The City currently has no working models of the systems, but has maintained much information within its SCADA and GIS databases. This modeling effort is intended to create the existing condition models with a representative degree of accuracy. Hydraulic models are tools and should not be used as an absolute indicator of reality. Rather they are used to simulate the whole system and predict how it would react to different situations such as fire flows, future growth, or peaking scenarios. This effort is intended to develop the baseline models for each system to be used in future planning efforts. The following is our understanding of the scope of work that has been requested by City staff.

Specific Scope of Basic Services:

Task 1: Water System Modeling

The water system shall be modeled using Bentley's WaterGEMs software. This software will integrate the City's existing GIS mapping system into the hydraulic model. The model will be developed using this infrastructure as a base. This effort includes a verification of nodal connectivity after conversion into WaterGEMs. Additionally, a verification of the ground elevation data will be performed comparing a contour map of the model nodes with a contour map of the existing ground surface as provided through County or other online databases. Breaks in the data will be corrected to provide continuity within the model. A verification of the GIS database values for size and material of the pipelines will also be conducted in conjunction with a total valve check of the system. The data provided will be assumed to be correct at the outset of the effort and the check will be broadly for connectivity and use.

The following data will need to be provided for the remainder of the model to be constructed:

- High service pump curves for all connected pumps
- High service pump station operating parameters; pressure setpoints and sequencing
- WTP flows for the past two years, preferably in Excel format but a copy of the MOR's will suffice
- 12 months of billing account history, if available, to identify localized consumption variability and total number of connections
- Information on any control valves within the system such as pressure reducing valves, pressure sustaining valves, or flow control valves

This information will all be used to construct the baseline model of the existing conditions of the system. Once constructed the hydraulic model will be calibrated. This can be completed in several ways depending on the capabilities of the system. Ideally, a known flow rate at a specific time of day captured through the SCADA system will be simulated. In this scenario hydrant testing can be performed at several points in the system with the actual data being used to verify the computer

simulated data. This known data set can then be used to calibrate the model into a more accurate working model of the system capable of simulating various conditions. Calibration is considered complete when the working model reacts to the multiple simulations with the same degree of accuracy.

This scope is intended to create a calibrated model to simulate the existing system without any projection of future needs. Once this model is built the system will be analyzed for weak points in the system related to high velocities and low pressures. Options to reinforce the existing system will be analyzed to find the most cost effective technical solution. These options will be developed with preliminary cost estimates and descriptions.

Task 2: Wastewater Modeling

The wastewater system shall be modeled using Bentley's SewerGEMs software. This software will integrate the City's existing GIS mapping system into the hydraulic model. The model will be developed using this infrastructure as a base. This effort includes a verification of nodal connectivity after conversion into SewerGEMs. Additionally, a verification of the ground elevation data will be performed comparing a contour map of the model nodes with a contour map of the existing ground surface as provided through County or other online databases. Breaks in the data will be corrected to provide continuity within the model. A verification of the GIS database values for size and material of the pipelines will also be conducted in conjunction with a total valve check of the system. The data provided will be assumed to be correct at the outset of the effort and the check will be broadly for connectivity and use.

The wastewater model will primarily be completed for the lift station and force main transmission system. The gravity system will not be modeled unless there are gravity runs which collect flow from force mains for conveyance to another lift station for repumping.

The following data will need to be provided for the remainder of the model to be constructed:

- Wastewater treatment facility influent flows for the past two (2) years. FDEP DMR data is acceptable, Excel spreadsheets are preferred
- Number of wastewater connections, preferably by lift station collection area
- Lift station data:
    - Pump curves
    - Wet well diameter
    - Operating depth ranges (float or level controls)
    - Drawdown tests
    - Run time data, pressure data, and/or flow data
- WWTF drawings for the elevation of the point of discharge at the facility

The wastewater modeling is intended to verify the system capacity in a real-time basis. Many lift stations are designed based on a worst case, steady state situation. This is a very conservative method which does not account for the cycle times of each lift station and the transit time of the wastewater in the force main infrastructure. The model will be established to simulate actual operations of the system over a seven day period. Diurnal flow curves will be developed to simulate the wastewater flows. The SCADA system is capable of creating a 'snapshot' of the system where the data for which pumps are running are available. A series of these snapshots will be used to calibrate the model.

The calibrated model of the existing system will provide useful information about the system. This information will allow an analysis of the existing system to determine the available capacity in each lift station. This may allow for some stations to be downsized while showing others may be more efficient with larger pumps. The model will also show the impact of the force main infrastructure on the operations of the lift station network. In the replacement of aging infrastructure, changing the size of the force main piping can provide operational benefits that would otherwise go unnoticed. This analysis will be confined to the existing infrastructure without any accommodation for future flows.

Task 3: Reclaimed Modeling

The reclaimed water system shall be modeled using Bentley's WaterGEMs software with a process very similar to the water model development. The following data will need to be provided for the remainder of the model to be constructed:

- Reclaimed facility as-built data including tanks and high service pumps
- Operational setpoints
- Two years of reclaimed water flows and demands

The reclaimed system is typically a simpler model because there is less variability to the demand cycling. Without the need to address fire flows, a majority of the use is in the overnight watering period. The variability is more associated with the seasonal demand variation. Usage data will be used to develop a flow profile to be used for seasonal scenarios. The model will be used to check the hydraulic capacity of the reclaimed infrastructure and review the system for weak points associated with high velocities or low pressures. Any identified deficiencies will be modeled for improvements with all improvements identified with a description and preliminary cost estimate.

Task 4: Training

Kimley-Horn will develop training materials specific to this model. This training will be developed to provide specific instruction to designated City staff for future model use. This training will be developed around goals set by the City such as pressure inquiries at future development connection points, model modification for completed development projects, modifications due to capital project changes such as lift station rehabilitations, etc. Training will include descriptions of model navigation, development, and analysis. Additionally, exercises will be developed to aid in understanding and to develop a better working knowledge of the model.

The training will be established as two days of WaterCAD training and two days of SewerCAD training. A fifth day is included to allow staff to work with the model for a few weeks, then our training staff will return to answer any follow up questions.

Schedule:

These services will be completed as expeditiously as possible. An estimate of the project schedule is as follows:

Task 1: 20 weeks
Task 2: 20 weeks
Task 3: 16 weeks
Task 4: 4 weeks

These timeframes are non-consecutive and may overlap. The overall project time is projected to be completed within one year.

Kimley»Horn

Method of Compensation:

Kimley-Horn will perform these services for the total lump sum fee of $167,625.00, inclusive of expenses. Invoices will be billed on a percent complete basis per task. A breakdown of the fee by task is as follows:

Task	*Description*	*Lump Sum Fee*
1	Water Modeling	$56,587
2	Wastewater Modeling	$57,992
3	Reclaimed Water Modeling	$29,410
4	Training	$23,636
Total		**$167,625**

Other Special Terms:

Services provided under this agreement will be invoiced on a monthly basis. All invoices will include a description of services provided.

ACCEPTED:

CITY OF PORT ORANGE, FLORIDA

BY: See Task Authorization No. 14

TITLE:

DATE:

KIMLEY-HORN AND ASSOCIATES, INC.

BY:
Jon Martin, PE

TITLE: Sr. Vice President

DATE:

ATTACHMENT A-1
PORT ORANGE HYDRAULIC MODELING
COST SUMMARY

Task	Labor Totals	Hours Costs	Expenses	Subconsultant Fees	OCU Total Costs
Task 1 - Water Modeling	378	$54,098.00	$2,488.51		$56,587.00
Task 2 - Wastewater Modeling	386	$55,442.00	$2,550.33		$57,992.00
Task 3 - Reclaimed Water Modeling	210	$29,210.00	$199.86		$29,410.00
Task 4 - Training	132	$23,436.00	$199.86		$23,636.00
Project Totals	**1106**	**$162,186.00**	**$5,438.56**	**$0.00**	**$167,625.00**

ATTACHMENT A-2
PORT ORANGE HYDRAULIC MODELING
LABOR COSTS

Task	Principal Engineer		Senior Professional		Professional		Technical		Clerical		Labor Totals	
	Rate	$245.00	Rate	$197.00	Rate	$135.00	Rate	$113.00	Rate	$65.00		
	Hours	Costs	Hours	Costs	Hours	Costs	Hours	Cost	Hours	Costs	Hours	Costs
Task 1: Water Modeling	24	$5,880.00	40	$7,880.00	260	$35,100.00	36	$4,068.00	18	$1,170.00	378	$54,098.00
Data collection	2	$490.00	4	$788.00	20	$2,700.00		$0.00	8	$520.00		
GIS nodal integration and verification	4	$980.00	6	$1,182.00	60	$8,100.00		$0.00		$0.00		
Demand analysis	2	$490.00	6	$1,182.00	40	$5,400.00		$0.00	4	$260.00		
Model calibration	8	$1,960.00	8	$1,576.00	60	$8,100.00		$0.00		$0.00		
System analysis	2	$490.00	6	$1,182.00	20	$2,700.00		$0.00		$0.00		
Draft technical report	4	$980.00	6	$1,182.00	40	$5,400.00	24	$2,712.00	4	$260.00		
Final technical report	2	$490.00	4	$788.00	20	$2,700.00	12	$1,356.00	2	$130.00		
Task 2: Wastewater Modeling	24	$5,880.00	40	$7,880.00	280	$37,800.00	24	$2,712.00	18	$1,170.00	386	$55,442.00
Data collection	2	$490.00	4	$788.00	20	$2,700.00		$0.00	8	$520.00		
GIS nodal integration and verification	2	$490.00	6	$1,182.00	40	$5,400.00		$0.00		$0.00		
Lift station data verification	8	$1,960.00	6	$1,182.00	60	$10,800.00		$0.00	2	$130.00		
Collection system flow analysis	2	$490.00	6	$1,182.00	40	$5,400.00		$0.00	2	$130.00		
Model calibration	4	$980.00	4	$788.00	20	$2,700.00		$0.00		$0.00		
System analysis	2	$490.00	6	$1,182.00	20	$2,700.00		$0.00		$0.00		
Draft technical report	2	$490.00	4	$788.00	40	$5,400.00	18	$1,356.00	4	$260.00		
Final technical report	2	$490.00	4	$788.00	20	$2,700.00	6	$904.00	2	$130.00		
Task 3: Reclaimed Water Modeling	10	$2,450.00	10	$1,970.00	240	$32,400.00	20	$2,260.00	50	$3,250.00	330	$42,330.00
Data collection	2	$490.00	2	$394.00	12	$1,620.00		$0.00	2	$130.00		
GIS nodal integration and verification	1	$245.00	1	$197.00	20	$2,700.00		$0.00		$0.00		
Demand analysis	2	$490.00	2	$394.00	24	$3,240.00		$0.00		$0.00		
Model calibration	2	$490.00	2	$394.00	40	$5,400.00		$0.00		$0.00		
System analysis	1	$245.00	1	$197.00	20	$2,700.00		$0.00		$0.00		
Draft technical report	1	$245.00	1	$197.00	32	$4,320.00	12	$1,356.00	2	$130.00		
Final technical report	1	$245.00	1	$197.00	16	$2,160.00	8	$904.00	2	$130.00		
Task 4: Training	24	$5,880.00	48	$9,456.00	80	$10,800.00	50	$5,650.00	10	$650.00	192	$32,436.00
Training Materials	4	$980.00	8	$1,576.00	20	$2,700.00		$0.00		$0.00		
Training Sessions (5 days)	20	$4,900.00	40	$7,880.00	40	$5,400.00		$0.00		$0.00		
		$0.00		$0.00		$0.00		$0.00		$0.00		
Project Totals	82	$20,090.00	138	$27,186.00	754	$103,140.00	50	$9,040.00	42	$2,730.00	1106	$162,186.00

Kimley»Horn

Certificate of Secretary

To Whom It May Concern:

I am the duly qualified and acting Secretary of Kimley-Horn and Associates, Inc., a North Carolina Corporation.

The following is a true copy of a resolution duly adopted by the Board of Directors of the corporation at the Board meeting held on December 18, 2018 and entered in the minutes of such meeting in the minute book of the corporation.

"The Board unanimously approved the contract signing authority of employees as presented." (A copy of the employee lists as presented is enclosed.)

The resolution is in conformity with the articles of incorporation and bylaws of the corporation, has never been modified or repealed, and is now in full force and effect.

Dated: May 20, 2019

Richard N. Cook, Secretary

(corporate seal)

KIMLEY-HORN AND ASSOCIATES, INC.
CORPORATE SEAL
N.C.

Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 18, 2018

ATLANTIC

BALTIMORE
Falk, Katherine W.
Kraft, Jonathan H.

HOBOKEN
Gibson, Adam T.

NEWPORT NEWS
Collins, Carroll E.

NORTHERN VIRGINIA
Ameel, Adrienne C.
Carter, Erica V.
Elman, Paul D.
Giffin, Geoffrey D.
Kauppila, John L.
Lefton, Steven E.
Martin, Robert J.
Murphy, Terence T.
Sauro, Thomas J.
Stevens, Ross S.
Whyte, Richard D.
Yamal, Brian D.

PRINCETON
Diggan, Tony W.

RICHMOND
Brewer, Brian J.
Harmon, Amanda R.
Hill, Corey
Lickliter, Ashley C.
McPeters, Brian A.
Musarra, Salvatore J.
White, Timothy E.

VIRGINIA BEACH
Chambers, Jon S.
Crum, Katie E.
France, William D.
Jucksch, Rebecca R.
Mackey, William F.
Marscheider, Edward A.
Mertig, Karl E.
Miller Edward W.
Nash, William A.
Royal, Jack R.
Tewksbury, Carl F.
Votava Charles F.

WHITE PLAINS
Van Hise, Kevin

CALIFORNIA

LOS ANGELES
Blume, Robert D.
Fares, Jean B.
Kerry, Nicole M.
Kyle, Gregory S
Phaneuf, Alyssa S.

OAKLAND
Akwabi, Kwasi
Dankberg, Adam J.
Durrenberger, Randal R.

ORANGE
Adrian, Darren J.
Ciandella, Serine A.
Hourigan, E. Vincent
Matson, Jason B.
Melvin, M. Pearse
Phillips, Chad E.

PLEASANTON
Mowery, Michael C.
Pulliam, John E.
Sowers, Brian E.

SACRAMENTO
Melvin, Enda
Pittalwala, Fareed S.
Weir, Matthew D.

SAN DIEGO
Barlow, Matthew T.
Espelet, Leonardo E.
Harry, Jennifer L.
Kaltsas, Joseph D.
Knapton, Michael J.
Landaal, Dennis J.
McWhorter, Samuel L.
Podegracz, Anthony J.
Ross, Michael S.

SAN JOSE
Hedayat, Leyla
Meyerhofer, Peter N.
Venter Frederik J.

FLORIDA

BOCA-DELRAY
Schwartz, Michael F.
Webber, Jason A.

FORT LAUDERDALE
Alam, Mudassar M.
Capelli, Jill A.
Falce, Christopher T.
McWilliams, John J.
Ratay, Gary R.
Saxena, K.K.

JACKSONVILLE
Brenny, Martin T.
Mecca, Joseph P.
Roland, George E.

LAKELAND
Bulloch, Kelly B.
Lewis, Jason A.
Wilson, Mark E.

MIAMI
Baldo, Burt L.
Buchler, Aaron E.
Collier, Julio A.
Fernandez, Jorge L.

OCALA
Bryant, M. Lewis
Busche, Richard V.

ORLANDO
Chau, Hao T.
Jackson, Jay R.
Martin, Jonathan A.
Mingonet, Milton S.
Thigpen, Jonathan D.
White, Wayne E.

SARASOTA
Klepper, B. Kelley
Nadeau, Gary J.
Schmid, Seth E.
Stovall, Thomas M.

ST. PETERSBURG
Dodge, Dawn M.

TALLAHASSEE
Barr, Richard R.
Sewell, Jon S.
Wetherell, Ryan S.

TAMPA
Gilner, Scott W.
Lee, Nathan Q.

VERO BEACH
Cave, Derrick B.
Good, Brian A.
Peed, Brooks H.
Roberson, Kevin M.
Stephens, Britt L.

WEST PALM BEACH
Atz, John C.
Barnes, R. Russell
Campbell, David C.
Heggen, Christopher W.
Mufleh, Marwan H.
Rapp, Bryan T.
Schanen, Kevin M.
Sumislaski, James M.
Walthall, David W.

MID-WEST

CHICAGO DOWNTOWN
Dvorak, Jr., William E.
Marnell, Colleen L.
Morton, Jr., Arthur J.
West, Craig L.

CHICAGO SUBURBAN
Antony, Dean M.
Heinen, Andrew N.
Sjogren, Timothy

COLUMBUS
Muller, Justin M.

INDIANAPOLIS
Butz, Jr., William A.

TWIN CITIES
Bishop, Mark C.
Coyle, Daniel J.
Danielson, Paul B.
Henderson, Benjamin J.
Horn, Jon B.
Leverett, Christopher C.
Matzek, William D.
Williamson, Sarah T.

MOUNTAIN

DENVER
Colvin, Scott W.
Krell, Gabriel M.
Phelps, Randall J.
Rowe, Curtis D.
Salvagio, Robin
Turner, Meaghan M.
Valentine, Brian W.

LAS VEGAS
Ackeret, Kenneth W.
Colety, Michael D.
Moles, Richard A.

MESA
Grandy, Michael L.
Margetts, Sterling T.
Walnum, Nathan C.

PHOENIX
Conrad, John R.
Hermann, Michael J.
Kimm, Kevin J.
Kissinger, John C.
Leistiko, David J.
Mutti, Brent H.
Noon, Lisa K.
Omais, Ahmad A.
Perillo, Adam C.
Purtle, Vicki L.
Schiller, Michael G.
Smalkoski, Brian R.
Williams, Laura J.

RENO
O'Brien, Molly M.

SALT LAKE CITY
Johnson, Zachary A.

TUCSON
Crowther, Brent C.

SOUTHEAST

ALPHARETTA
Fanney, Lawson H.
Hamilton, James R.
James, Alvin B.
Walker, John D.
Webb, Floyd C.

ATLANTA
Newton, Gary T.
Rushing, Michael L.

ATLANTA MIDTOWN
Fink, Kenneth L.
Johnston, Sean P.
Meador, Emily H.
Montanye, Emmeline F.
Ross, Robert A.
Stricklin, David L.

CHARLOTTE
Blakley, Jr., Stephen W.
Edwards, Matthew A.
Hume, Robert M.
Wilhelm, William R.

COLUMBIA
Iser, Christopher M.

DURHAM DOWNTOWN
Beck, Chadwick W.

MEMPHIS
Collins, James F.
Danley, Drake E.

NASHVILLE
Dufour, Zachary J.
Rhodes, Christopher D.

RALEIGH
Adams, Richard C.
Balltzglier, Lindsey
Barber, Barry L.
Byrd, Michael N.
Cook, Richard N.
Deans, Neil T.
Dunzo, Mark W.
Flanagan, Tammy L.
Kuzenski, John
McEntee, David L.
Nuckols, Charles A.
Rohrbaugh, Richard R.
Squires, Christopher A.
Sutter, Karl V.
Venters, Samantha
Wilson, Jon E.
Wilson, Mark S.

Kimley-Horn and Associates, Inc.
FULL CONTRACT SIGNING AUTHORITY
December 18, 2018

TEXAS

AUSTIN
Boecker, Brian C.
Van Leeuwen, Andrew

DALLAS
Hall, James R.
Harris, Mark E.
Henigsman, Dean A.
Hoppers, Kevin P.
Nathan, Aaron W.
Smith, Eric Z.
Swindler, Roderick P.

FORT WORTH
Arnold, Scott R.
Gary, Glenn A.
James, Jeffery

FRISCO
Brignon, Brit A.
McCracken, Paul D.

HOUSTON
Frysinger, Chris V.
Guillory, Michael B.

LAS COLINAS
Tribble, Guy B.

SAN ANTONIO
Farnsworth, Jeffrey A.

Kimley-Horn and Associates, Inc.
STANDARD CONTRACT SIGNING AUTHORITY
December 18, 2018
These persons have authority to sign contracts using unmodified Kimley-Horn forms (not client-drafted contracts).

ATLANTIC
BALTIMORE
Leffner, Nicholas

NEWPORT NEWS
Weist, Jamie H.

NORTHERN VIRGINIA
Albright, Michael R.
Bollinger, Kyle T.
Harris, Michael J.
Kagawa, Ron M.
Markham, Daniel C.
McCray, Danielle R.
Millot, Sean M.
Samba, David B.
Smith, Andrew T.
Teague, M. Zach

PHILADELPHIA
Caponigro, Anthony A.
Hughes, Paul W.

PRINCETON
Hebert, Carlin J.
Motiana, Dhanesh

RICHMOND
Boyd, Mark R.
Ellington, David B.
Perkins, Ryan R.

VIRGINIA BEACH
Dallman, David B.
Farthing, Andrew P.
Funk, Gerald
Niss, Robyn M.
Wharton, Michelle L.
Williams, Kyle D.
Yee, Leong Wee

WHITE PLAINS
Canning, T. John

CALIFORNIA
LOS ANGELES
Chakravarthy, Srikanth
Chapman, Ryan S.
Choi, Michael
Osborne, Robin W.

OAKLAND
Dean, Felicia C.
Chang, Elbert

ORANGE
Gillis, Brian R.
Holst, Tyler J.
Melchor, Jason J.

PLEASANTON
Johnson, Miles R.
Mehta, Parag G.
Whaley, Tyler J.

RIVERSIDE
Hoffman, Frank
Tomas, Kevin G.

SACRAMENTO
Carley, Daniel C.
Tait, Zachary T.

SAN DIEGO
Koopman, Jennifer R.
McCormick, Matthew
Sorenson, David K.
Ulery, Megan R.

SAN JOSE
Hamilton, Robert J.
Worthington-Forbes, Laura

FLORIDA
BOCA-DELRAY
Spruce, Michael D.

FORT LAUDERDALE
Dabkowski, Adrian K.
Robertson, Stewart E.

FORT MYERS
Van Buskirk, Peter T.
Wicks, Amy N.

JACKSONVILLE
Schilling, William J.

GAINESVILLE
Brighton, Ali H.
Towne, Christopher

MOBILE
Walker, Jordan W.

OCALA
Garri, Alan J.
Gartner, Amber L.

ORLANDO
Burkett, Leon F.
Stickler, Jennifer J.
Tate, Jr., S. Clif

SARASOTA
Conerly, William E.
Pankonin, James R.

ST. PETERSBURG
Wood, William W.

TAMPA
Hatton, Christopher C.
Linden, Nathan R.

VERO BEACH
Husainy, Kinan F.
Thomas, Melibe S.
Van Rens, Peter J.

WEST PALM BEACH
Fairchild, Angelina
Potts, John E.

MIDWEST
CHICAGO DOWNTOWN
Lemmon, Peter

CHICAGO SUBURBAN
Cooper, Jason C.
Kaufman, Philip R.
Rahman, M. Anees

INDIANAPOLIS
Sheward, Bryan A

ROCHESTER
Payne, Lucas C.

TWIN CITIES
Elegert, Brandon R.
Lincoln, Thomas J.
Pertzsch, Jerry D.
Robinson, Gregory W.
Sieh, Patricia D.
Witzig, Jeanne M.

MOUNTAIN
DENVER
Heiberger, John
Skeehan, Daniel L.
Sobieski, Dennis
Steder, Matthew C.

LAS VEGAS
Andryscik, Kory J.
Belsick, Jody

MESA
Burm, Jason M.

PHOENIX
Burgess, Lisa M.
Burns, Leslie D.
Delmarter, Michael L.
Haney, Stephen E.
Woolery, Christopher C.

SALT LAKE CITY
McDougald, Brandon D.

TUCSON
Rhine, Timothy J.

SOUTHEAST
ALPHARETTA
Fanney, Angela L.
Markland, Keith R.
West, Brian B.

ATLANTA
Ergle, Kevin B.

ATLANTA MIDTOWN
Bosman, Eric S.
Coleman, Sean H.
Strychalski, Raymond P.
Triplett, Katherine R.

CHARLESTON
Guy, Jonathan R.
Warfield, M. Casey

CHARLOTTE
Taylor, Benjamin S.
Watts, Austin L.

COLUMBIA
Williamson, Nicholas R.

DURHAM DOWNTOWN
Lewellyn, Earl R.

LEXINGTON
Heustess, Aaron M.

MEMPHIS
Monroe, Kenneth W.

NASHVILLE
Boles, Brendan
Creasman, Brett
McMaster, Ryan

RALEIGH
Bostic, Christopher O.
Cochran, Adam P.
Gresham, Teresa R.
Hachem, Stephanie L.
Howell, Cory J.
Moore, Jeffrey W.
Reed, Elizabeth A.
Robinson, Larry D.

TEXAS
AUSTIN
Hudson, Harrison
Mason, Sean R.
Neal, Trey A.
Parker, Brian J.
Smith, Robert J.

BRYAN/COLLEGE STATION
Harris, Joseph C.

DALLAS
Galloway, Steven D.
Gaskey, Kevin S.
Kacir, Kent C.
Lucas, Matthew A.
Meza, Sarah M.
Millner, Daniel C.
Moss, Bradley J.
Sulkowski, Nicholas E.

FORT WORTH
Morales, Hugo

FRISCO
Coppin, Thomas G.
Dickey, Kyle A.
Kennedy, Russell L.
Safford, Ryan C.

HOUSTON
Frysinger, Ashley M.
Kirkland, Mark R.

LAS COLINAS
Ante, L. Nathan
Delmotte, Ryan M.

MCKINNEY
Riccardi, Joseph C.

SAN ANTONIO
Cox, B. Matthew
Holscher, Nicholas F.

THE WOODLANDS
Freeman, Jr., Steven C.

June 5, 2020

Junos Reed, P.E.
Engineering and Construction Manager
City of Port Orange
1395 Dunlawton Avenue
Port Orange, FL 32129

Re: Hydraulic Modeling
Amendment for Time Extension

Junos:

Due to delays associated with the COVID-19 pandemic and the limitations on access to our offices we are respectfully requesting additional time to complete Task Authorization No. 14 – Utility System Hydraulic Modeling. The project received a Notice to Proceed on June 12, 2019 with a final completion date of June 12, 2020. While the modeling portion of the project is complete, the final calibration reviews with staff and the software training component still need to be completed. It is our understanding the software for the project has not yet been procured by the City and therefore we cannot provide the training services. We are requesting an extension to September 30, 2020 to allow for the acquisition of the software by the City and the scheduling of the training.

Please let me know if you have any questions or require any additional information on this matter. Thank you for your consideration.

Very truly yours,
KIMLEY-HORN AND ASSOCIATES, INC.

By: Steve Romano, PE
Associate

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/21/2020

Consent item: Yes

SUBJECT: (B7e) Approval of Hurricane Dorian Federally Funded Subaward and Grant Agreement

DEPARTMENT: Finance

GOAL:

RECOMMENDED MOTION: Move to approve the Federally Funded Subaward and Grant Agreement.

SUMMARY: In order to reimburse the City for expenditures related to Hurricane Dorian, the attached Federally Funded Subaward and Grant agreement is required to be executed and returned to the Florida Department of Emergency Management.

Project No.: ZEM019 Funding Account No.: General Fund/ Non-departmental

Presenter: Alison Sylvester

ATTACHMENTS:

1.	Funding Agreement Applicant Instructions _Eff 06-01-2020	Funding Agreement Applicant Instructions _Eff 06-01-2020.pdf
2.	FOR SIGNATURE_Updated DR4468 City of Port Orange Z1729_Eff 06-01-2020	FOR SIGNATURE_Updated DR4468 City of Port Orange Z1729_Eff 06-01-2020.pdf

Alison Sylvester	Created/Initiated - 7/8/2020
Lupe Reyna-Coffin	Approved - 7/8/2020
Scott Neils	Approved - 7/13/2020
Matthew Jones	Approved - 7/14/2020
Jake Johansson	Approved - 7/15/2020
Robin Fenwick	Final Approval - 7/15/2020

Federally-Funded Subgrant Agreement – Applicant Instructions

Each Applicant will return the signed funding agreement via email to the assigned Grant Manager. The Applicant will also upload a signed copy of the funding agreement in FloridaPA.org under the Sub-grant Agreement module. The following sections and attachments must be completed in order to fully execute the funding agreement:

1. Sub-grant Agreement

Pg. 4 a. Item (3) CONTACT – Section c.
   i. Fill out the point of contact for any necessary future discussions regarding the contract
   ii. Contact does not have to be the authorized signor

   b. Signature page

Pg. 24 i. Fill out the following information:
      1. By – Original Signature of the Authorized Agent
      2. Name and Title – Printed name and title of the Authorized Agent
      3. Date – Date of contract signage
   ii. **The agreement must be signed by the Authorized Agent of the entity (see Appendix 1 for further instruction on Authorized Agents)**

2. Attachment C: Certification regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

Pg. 30 a. Signed and dated by the Authorized Agent
   b. The Applicant must certify that any contractor working on a project has not been suspended or debarred. The Applicant should refer to SAM.gov for certification.

3. Attachment D: Designation of Authority
   a. At least 2 contacts must be filled out completely

Pg. 32 i. The Authorized Agent (Box 1) must be the same as the person signing the agreement.
Top of Pg. ii. The other contact may be in any other box
   iii. Each contact listed must fill out the following:
      1. Agent's Name
      2. Signature
      3. Organization/Official Position
      4. Mailing Address
      5. City, State, Zip
      6. Daytime Telephone
      7. E-mail Address

   b. Signature for 'Sub-Grantee Authorized Agent Signature' (bottom of page) must be the person from Box 1 – the Authorized Agent

Pg. 32
Bottom of Pg.

   c. Complete the following:
      i. Sub-Grantee's Fiscal Year (FY) Start:
      ii. Sub-Grantee's Federal Employer's Identification Number (EIN):
      iii. Sub-Grantee's: FIPS Number (found on FLPA)

4. Attachment E: Statement of Assurances

Pg. 38 a. Signed and dated by the Authorized Agent

5. Attachment H: Federal Funding Accountability and Transparency Act (FFATA) Instructions and Worksheet

a. The following information must be provided if the sub-award obligated is $25,000 or more. **<u>Applicant must fill out information listed below if they expect future obligated projects to total more than $25,000.</u>** If the Applicant is obligated less than $25,000 and does not expect additional projects to be above that amount, proceed to the next attachment (Attachment J).

   i. <u>Organization and Project Information:</u>
      1. DUNS # - found on FloridaPA.org
         a. **<u>If</u>** Applicant does not have a DUNS# please see page 45 for additional information
      2. Business Name
      3. DBA Name (If Applicable)
      4. Principle place of Business Address

   ii. <u>Principal Place of Project Performance:</u>
         a. If work was conducted in a location other than the principle place of business, fill out the section titled, 'Principle Place of Project Performance'
         b. If this does not apply to Applicant, leave blank.

   iii. <u>Executive Compensation Information:</u>
      1. Select the appropriate boxes under "Executive Compensation Information"
         a. If the answer to Question #1 is "Yes," continue to Question 2.
         b. If the answer to Question 1 is "No", continue to the signature block on the page 49 to complete the certification and submittal process.
         c. If the answer to Question #2 is "Yes," continue to the signature block on page 49 to complete the certification and submittal process.
         d. If the answer to Question #2 is "No," fill out the Total Compensation Chart and continue to the signature block on page 49 to complete the certification and submittal process.

Pg. 58 iv. The Authorized Agent must sign and date this Attachment

6. Attachment J: DHS OIG Audit Issues and Acknowledgement
   a. Signed and dated by the Authorized Agent

Pg. 72, as marked on the document. Pg 85 of 86, as referenced in the .pdf -- Attachment I contains the 'Contract Provisions Template' and is not included in the agreement's page numbering.

Appendix 1

The Authorized Agents recognized by the Florida Department of Emergency Management are the following:

- State Agencies:
  - Secretary
  - Director of the Agency
- County:
  - Chairman of the Board of Commissioners
- City:
  - Mayor
- Indian Tribe:
  - Chief
  - President
- Police Department:
  - Chief of Police
- Sheriff's Office:
  - Sheriff
- School Board:
  - Superintendent
- Charter School:
  - Chair of the Board of Directors
- Institution of Higher Education:
  - President of the Institution
- Water Management District:
  - Chairman
- Fire District:
  - District Chief
- Special District:
  - Executive Director
- Non-Profit:
  - Chairman of the Board
- Corporation:
  - Chair of the Board of Directors
  - President

1. If the contract is not signed by the originally required agent listed above, then a letter designating authority to a different agent within the entity is permissible. The letter must have the following:
   a. A letterhead of the city, county, tribe, etc. giving authority
   b. Language indicating the delegation of authority to new employee from originally authorized agent.

The delegation letter must submitted with the signed agreement and uploaded to FloridaPA in the Sub-grant Agreement module.

Vendor Registration Instructions

Before executing a contract for Public Assistance, the applicant must register as a vendor with the State of Florida. Please complete the following registrations in their entirety. Not completing all registrations can delay the Public Assistance payment process. If you have any issues, you must contact that registration's authority for assistance.

1: Data Universal Numbering System (DUNS)

Website: http://fedgov.dnb.com/webform/displayHomePage.do
Phone: 866-705-5711
Email: SAMHelp@dnb.com

Any ***institution*** that wants to submit a grant application to the Federal government. Individual researchers do not need a DUNS number if they are submitting their application through a research organization. Call the number above between 8 a.m. and 5 p.m., local time in the 48 contiguous states and speak to a D&B representative. This process will take approximately 5 – 10 minutes and you will receive your DUNS number at the conclusion of the call. The DUNS number will offer a way for the Federal government to better match information across all agencies. **You will need this number before a contract can be fully executed.**

2: MyFloridaMarketPlace (MFMP) Vendor Information Portal – Vendor Registration

Website: https://vendor.myfloridamarketplace.com
Phone: 866-352-3776
Email: vendorhelp@myfloridamarketplace.com

An online registration to become a vendor with the State of Florida. Vendors would also use MFMP to update and review their payment addresses and contact information. The vendor must accept the terms of MFMP for their account to become active. Once registration is complete, MFMP should direct vendors to the State of Florida Vendor Website to register their W-9.

3: State of Florida Vendor Website – Substitute Form W-9 Registration

Website: https://flvendor.myfloridacfo.com
Phone: (850) 413-5519
Email: FLW9@myfloridacfo.com

Paper W-9s are no longer accepted by the state, and must be submitted electronically by the vendor as a Substitute Form W-9 for tax purposes. Registration of a W-9 is a two-step process: registration and submitting

the W9. When both steps are complete, DFS electronically verifies tax information with the IRS, which can take up to 4 business days. **Registrants should review the W-9 Website Training video and W-9 FAQs on the website before they register.**

Tips for the Vendor Website:

- Cannot be used on mobile devices such as smartphones or tablets.
- Works best in Internet Explorer 8 or newer. Will also work in Google or Firefox, however if one browser does not work, DFS will suggest they try another.
- If the vendor receives errors when trying to register, DFS will suggest they open a new window and **manually** type "flvendor.myfloridacfo.com". DO NOT use pre-populated or saved links!
- Once a Taxpayer ID Number (TIN) has been submitted, it cannot be changed. If a vendor has entered an incorrect TIN, they will need to go back to Step 1, registering with the correct TIN. Everything else can be updated.

For any other issues, please contact the Vendor Management Section at the above phone number.

Optional: Department of Financial Services – Direct Deposit Section (EFT)

Website: https://www.myfloridacfo.com/Division/AA/Vendors/default.htm
Phone: (850) 413-5517
Email: directdeposit@myfloridacfo.com

There is currently no way to electronically register for direct deposit or electronic funds transfer (EFT) with the State of Florida. All payments are sent by paper warrant automatically. Registration for direct deposit can be a lengthy, manual process, they should begin as early as possible after they have registered on the above websites. Contact the Direct Deposit section for instructions on how to register, or to verify direct deposit status.

Agreement Number: Z1729

FEDERALLY-FUNDED SUBAWARD AND GRANT AGREEMENT

2 C.F.R. §200.92 states that a "subaward may be provided through any form of legal agreement, including an agreement that the pass-through entity considers a contract."

As defined by 2 C.F.R. §200.74, "pass-through entity" means "a non-Federal entity that provides a subaward to a Sub-Recipient to carry out part of a Federal program."

As defined by 2 C.F.R. §200.93, "Sub-Recipient" means "a non-Federal entity that receives a subaward from a pass-through entity to carry out part of a Federal program."

As defined by 2 C.F.R. §200.38, "Federal award" means "Federal financial assistance that a non-Federal entity receives directly from a Federal awarding agency or indirectly from a pass-through entity."

As defined by 2 C.F.R. §200.92, "subaward" means "an award provided by a pass-through entity to a Sub-Recipient for the Sub-Recipient to carry out part of a Federal award received by the pass-through entity."

The following agreement is made and information is provided pursuant to 2 C.F.R. §200.331(a)(1):

Sub-Recipient's name:	Port Orange, City of
Sub-Recipient's unique entity identifier:	05-777-6179
Federal Award Date:	10/21/2019
Subaward Period of Performance Start and End Date (Cat A-B):	8/28/2019 - 4/21/2020
Subaward Period of Performance Start and End Date (Cat C-G):	8/28/2019 - 4/21/2021
Amount of Federal Funds Obligated by this Agreement:	
Total Amount of Federal Funds Obligated to the Sub-Recipient by the pass-through entity to include this Agreement:	
Total Amount of the Federal Award committed to the Sub-Recipient by the pass-through entity:	
Federal award project description (see FFATA):	Grant to Local Government for Debris removal, emergency Protective measures and repair or Replacement of disaster damaged facilities.
Name of Federal awarding agency:	Dept. of Homeland Security (DHS) Federal Emergency Management Agency (FEMA)

Name of pass-through entity:	Florida Division of Emergency Management (FDEM)
Contact information for the pass-through entity:	2555 Shumard Oak Blvd. Tallahassee, FL 32399-2100
Catalog of Federal Domestic Assistance (CFDA) Number and Name:	97.036 Public Assistance
Whether the award is R&D:	N/A
Indirect cost rate for the Federal award:	See by 44 C.F.R. 207.5(b)(4)

THIS AGREEMENT is entered into by the State of Florida, Division of Emergency Management, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Division"), and Port Orange, City of (hereinafter referred to as the "Sub-Recipient").

For the purposes of this Agreement, the Division serves as the pass-through entity for a Federal award, and the Sub-Recipient serves as the recipient of a subaward.

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. The Sub-Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein;

B. The Sub-Recipient, by its decision to participate in the FEMA PA Program, bears the ultimate responsibility for ensuring compliance with all applicable State and Federal laws, regulations and policies, and bears the ultimate consequences of any adverse decisions rendered by the Division, FEMA, or any other State and Federal agencies with audit, regulatory, or enforcement authority.

C. The State of Florida received these grant funds from the Federal government, and the Division has the authority to subgrant these funds to the Sub-Recipient upon the terms and conditions outlined below; and,

D. The Division, as the pass-through entity and fiduciary of such Federal funding, reserves the right to demand that the Sub-Recipient comply with all applicable State and Federal laws, regulations and policies, terminate reimbursements and take any and all other actions it deems appropriate to protect those funds for which it is responsible, including debt collections.

E. The Division has statutory authority to disburse the funds under this Agreement.

THEREFORE, the Division and the Sub-Recipient agree to the following:

(1) <u>APPLICATION OF STATE LAW TO THIS AGREEMENT</u>

2 C.F.R. §200.302 provides: “Each state must expend and account for the Federal award in accordance with state laws and procedures for expending and accounting for the state's own funds.”

Therefore, section 215.971, Florida Statutes, entitled “Agreements funded with federal or state assistance”, applies to this Agreement.

(2) <u>LAWS, RULES, REGULATIONS AND POLICIES</u>

a. Performance under this Agreement is subject to 2 C.F.R. Part 200, entitled “Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.”

b. As required by Section 215.971(1), Florida Statutes, this Agreement includes:

i. A provision specifying a scope of work that clearly establishes the tasks that the Sub-Recipient is required to perform.

ii. A provision dividing the agreement into quantifiable units of deliverables that must be received and accepted in writing by the Division before payment. Each deliverable must be directly related to the scope of work and specify the required minimum level of service to be performed and the criteria for evaluating the successful completion of each deliverable.

iii. A provision specifying the financial consequences that apply if the Sub-Recipient fails to perform the minimum level of service required by the agreement.

iv. A provision specifying that the Sub-Recipient may expend funds only for allowable costs resulting from obligations incurred during the specified agreement period.

v. A provision specifying that any balance of unobligated funds which has been advanced or paid must be refunded to the Division.

vi. A provision specifying that any funds paid in excess of the amount to which the Sub-Recipient is entitled under the terms and conditions of the agreement must be refunded to the Division.

c. In addition to the foregoing, the Sub-Recipient and the Division shall be governed by all applicable State and Federal laws, rules and regulations. Any express reference in this Agreement to a particular statute, rule, or regulation in no way implies that no other statute, rule, or regulation applies.

(3) CONTACT

a. In accordance with section 215.971(2), Florida Statutes, the Division's Grant Manager shall be responsible for enforcing performance of this Agreement's terms and conditions and shall serve as the Division's liaison with the Sub-Recipient. As part of his/her duties, the Grant Manager for the Division shall:

i. Monitor and document Sub-Recipient performance; and,

ii. Review and document all deliverables for which the Sub-Recipient requests payment.

b. The Division's Grant Manager for this Agreement is:

_____

2555 Shumard Oak Blvd. Ste. 360

Tallahassee, FL 32399-2100

Telephone: _____

Email: _____

c. The name and address of the Representative of the Sub-Recipient responsible for the administration of this Agreement is:

Alison M. Sylvester

1000 City Center Circle

Port Orange, FL 32127

Telephone: (386) 506-5706

Email: asylvester@port-orange.org

d. In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title, and address of the new representative will be

provided to the other party in writing via letter or electronic email. It is the Sub-Recipient's responsibility to authorize its users in the Recipient's grants management system. Only the Authorized or Primary Agents identified on the Designation of Authority (Agents) in Attachment D may authorize addition or removal of agency users.

(4) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(5) EXECUTION

This Agreement may be executed in any number of counterparts, of which may be taken as an original.

(6) MODIFICATION

Either party may request modification of the provisions of this Agreement. Changes which are agreed upon shall be valid only when in writing, signed by each of the parties, and attached to the original of this Agreement.

(7) SCOPE OF WORK.

The Sub-Recipient shall perform the work in accordance with the Budget and Project List – Attachment A and Scope of Work, Deliverables and Financial Consequences – Attachment B of this Agreement.

(8) PERIOD OF AGREEMENT/PERIOD OF PERFORMANCE.

The Period of Agreement establishes a timeframe for all Sub-Recipient contractual obligations to be completed. This agreement will begin upon execution by both parties and shall end upon FEMA's closeout of the Sub-Recipient's account for this disaster, unless terminated earlier as specified elsewhere in this Agreement. This Agreement survives and remains in effect after termination for the herein referenced State and Federal audit requirements and the referenced required records retention periods.

The Period of Performance is the timeframe during which the Sub-Recipient may incur new obligations to carry out the work authorized under this Agreement. In accordance with 2 C.F.R. §200.309, the Sub-Recipient may receive reimbursement under this Agreement only for allowable costs incurred during the period of performance. In accordance with section 215.971(1)(d), Florida Statutes, the Sub-Recipient may expend funds authorized by this Agreement only for allowable costs resulting from obligations incurred during the specified agreement period. The C.F.R. requirement is more restrictive and will take precedence over the State requirement. The period of performance for this agreement begins with the first day of the Incident Period for the disaster applicable to the agreement and **ends six (6) months from the date of declaration for Emergency Work (Categories A & B) or eighteen (18) months from the date of declaration for Permanent Work (Categories C-G)**, unless terminated earlier in accordance

with the provisions of Paragraph (17) of this Agreement or extended in accordance with Attachment G Paragraph 5. If any extension request is denied by the Recipient, or is not sought by the Sub-Recipient, reimbursement is only available for eligible project costs incurred up to the latest approved extension. Failure to complete a project is adequate cause for the termination of funding for that project and requires reimbursement to the Recipient of any and all project costs.

(9) FUNDING

a. This is a cost-reimbursement Agreement, subject to the availability of funds. The amount of total available funding for this subgrant is limited to the amount obligated by FEMA for all projects approved for this sub-recipient for DR#4468 - Hurricane Dorian.

b. The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with either Chapter 216, Florida Statutes, or the Florida Constitution.

c. Pursuant to Florida Revised Statute 252.37, unless otherwise specified in the General Appropriations Act, whenever the State accepts financial assistance from the Federal Government or its agencies under the Federal Public Assistance Program and such financial assistance is conditioned upon a requirement for matching funds, the State shall provide the entire match requirement for state agencies and one-half of the required match for grants to Local governments. The affected Local government shall be required to provide one-half of the required match prior to receipt of such financial assistance.

d. The Executive Office of the Governor may approve a waiver, subject to the requirement for legislative notice and review under section 216.177, of all or a portion of the required match for public assistance projects for Local governments if the Executive Office of the Governor determines that such a match requirement cannot be provided, or that doing so would impose a documented hardship on the Local government, and if the Local government applies for the waiver within the first 18 months after the disaster is declared.

e. The Division will reimburse the Sub-Recipient only for allowable costs incurred by the Sub-Recipient. The Recipient will provide funds on a cost reimbursement basis to the Sub-Recipient for eligible activities approved by the Recipient and FEMA, as specified in the approved Project Worksheets listed in Attachment A ("Budget and Project List"). The maximum reimbursement amount for each deliverable is also outlined in Attachment A of this Agreement.

f. As required by 2 C.F.R. §200.415(a), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Sub-Recipient, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)." The Sub-Recipient must complete Attachment

"D" by designating at least three agents to execute any Requests for Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient. Attachment D must be completed electronically and submitted via email to rpa.help@em.myflorida.com. After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

g. In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts. NOTE: This is very important because if contacts are not updated, notifications made from the grants management system may not be received and could result in failure to meet time periods to appeal a Federal determination.

h. The Division will review all requests for reimbursement by comparing the documentation provided by the Sub-Recipient in the grants management system against a performance measure, outlined in Attachment B, Scope of Work, Deliverables, and Financial Consequences, that clearly delineates:

i. The required minimum acceptable level of service to be performed; and,

ii. The criteria for evaluating the successful completion of each deliverable.

i. The performance measure required by section 215.971(1)(b), Florida Statutes, remains consistent with the requirement for a "performance goal", which is defined in 2 C.F.R. §200.76 as, "a target level of performance expressed as a tangible, measurable objective, against which actual achievement can be compared." It also remains consistent with the requirement, contained in 2 C.F.R. §200.301, that the Division and the Sub-Recipient "relate financial data to performance accomplishments of the Federal award."

j. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for overtime expenses in accordance with 2 C.F.R. §200.430 ("Compensation—personal services") and 2 C.F.R. §200.431 ("Compensation—fringe benefits"). If authorized by the Federal Awarding Agency, and if the Sub-Recipient seeks reimbursement for overtime expenses for periods when no work is performed due to vacation, holiday, illness, failure of the employer to provide sufficient work, or other similar cause (*see* 29 U.S.C. §207(e)(2)), then the Division will treat the expense as a fringe benefit. 2 C.F.R. §200.431(a) defines fringe benefits as "allowances and services provided by employers to their employees as compensation in addition to regular salaries and wages." Fringe benefits are allowable under this Agreement as long as the benefits are reasonable and are required by law, Sub-Recipient-Employee agreement, or an established policy of the Sub-Recipient in affect at the time of the disaster event. 2 C.F.R. §200.431(b) provides that the cost of fringe benefits in the form of regular compensation paid to employees during periods of authorized absences from the job, such as for annual leave, family-related leave, sick leave, holidays, court leave, military leave, administrative leave, and other similar benefits, are allowable if all of the following criteria are met:

i. They are provided under established written leave policies;

ii. The costs are equitably allocated to all related activities, including Federal awards; and,

iii. The accounting basis (cash or accrual) selected for costing each type of leave is consistently followed by the non-Federal entity or specified grouping of employees.

k. If authorized by the Federal Awarding Agency, then the Division will reimburse the Sub-Recipient for travel expenses in accordance with 2 C.F.R. §200.474. As required by the Reference Guide for State Expenditures, reimbursement for travel must be in accordance with section 112.061, Florida Statutes, which includes submission of the claim on the approved state travel voucher. If the Sub-Recipient seeks reimbursement for travel costs that exceed the amounts stated in section 112.061(6)(b), Florida Statutes (at the time of the execution of this agreement): $6 for breakfast, $11 for lunch, and $19 for dinner), then the Sub-Recipient must provide documentation that:

i. The costs are reasonable and do not exceed charges normally allowed by the Sub-Recipient in its regular operations as a result of the Sub-Recipient's written travel policy; and,

ii. Participation of the individual in the travel is necessary to the Federal award.

l. The Division's Grant Manager, as required by section 215.971(2)(c), Florida Statutes, shall reconcile and verify all funds received against all funds expended during the grant agreement period and produce a final reconciliation report. The final report must identify any funds paid in excess of the expenditures incurred by the Sub-Recipient.

m. As defined by 2 C.F.R. §200.53, the term "improper payment" means or includes:

i. Any payment that should not have been made or that was made in an incorrect amount (including overpayments and underpayments) under statutory, contractual, administrative, or other legally applicable requirements; and,

ii. Any payment to an ineligible party, any payment for an ineligible good or service, any duplicate payment, any payment for a good or service not received (except for such payments where authorized by law), any payment that does not account for credit or applicable discounts, and any payment where insufficient or lack of documentation prevents a reviewer from discerning whether a payment was proper.

(10) <u>RECORDS</u>

a. As required by 2 C.F.R. §200.336, the Federal awarding agency, Inspectors General, the Comptroller General of the United States, and the Division, or any of their authorized representatives, shall enjoy the right of access to any documents, papers, or other records of the Sub-Recipient which are pertinent to the Federal award, in order to make audits, examinations, excerpts, and transcripts. The right of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents. Finally, the right of access is not limited to the required retention period but lasts as long as the records are retained.

b. As required by 2 C.F.R. §200.331(a)(5), the Division, the Chief Inspector General of the State of Florida, the Florida Auditor General, or any of their authorized representatives, shall enjoy the right of access to any documents, financial statements, papers, or other records of the Sub-Recipient which are pertinent to this Agreement, in order to make audits, examinations, excerpts, and transcripts. The right

of access also includes timely and reasonable access to the Sub-Recipient's personnel for the purpose of interview and discussion related to such documents.

c. As required by Florida Department of State's record retention requirements (Chapter 119, Florida Statutes) and by 2 C.F.R. §200.333, the Sub-Recipient shall retain sufficient records to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report. The following are the only exceptions to the five (5) year requirement:

i. If any litigation, claim, or audit is started before the expiration of the 5-year period, then the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.

ii. When the Division or the Sub-Recipient is notified in writing by the Federal Awarding Agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.

iii. Records for real property and equipment acquired with Federal funds must be retained for 5 years after final disposition.

iv. When records are transferred to or maintained by the Federal Awarding Agency or pass-through entity, the 5-year retention requirement is not applicable to the Sub-Recipient.

v. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.

vi. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).

d. In accordance with 2 C.F.R. §200.334, the Federal Awarding Agency must request transfer of certain records to its custody from the Division or the Sub-Recipient when it determines that the records possess long-term retention value.

e. In accordance with 2 C.F.R. §200.335, the Division must always provide or accept paper versions of Agreement information to and from the Sub-Recipient upon request. If paper copies are submitted, then the Division must not require more than an original and two copies. When original records are electronic and cannot be altered, there is no need to create and retain paper copies. When original records are paper, electronic versions may be substituted through the use of duplication or other forms of electronic media provided that they are subject to periodic quality control reviews, provide reasonable safeguards against alteration, and remain readable.

f. As required by 2 C.F.R. §200.303, the Sub-Recipient shall take reasonable measures to safeguard protected personal identifiable information and other information the Federal Awarding Agency

or the Division designates as sensitive or the Sub-Recipient considers sensitive consistent with applicable Federal, State, Local, and Tribal laws regarding privacy and obligations of confidentiality.

g. Florida's Government in the Sunshine Law (Section 286.011, Florida Statutes) provides the citizens of Florida with a right of access to governmental proceedings and mandates three, basic requirements: (1) meetings of public boards or commissions must be open to the public; (2) reasonable notice of such meetings must be given; and, (3) minutes of the meetings must be taken and promptly recorded. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the open government requirements. However, the Government in the Sunshine Law applies to private entities that provide services to governmental agencies and that act on behalf of those agencies in the agencies' performance of their public duties. If a public agency delegates the performance of its public purpose to a private entity, then, to the extent that private entity is performing that public purpose, the Government in the Sunshine Law applies. For example, if a volunteer fire department provides firefighting services to a governmental entity and uses facilities and equipment purchased with public funds, then the Government in the Sunshine Law applies to board of directors for that volunteer fire department. Thus, to the extent that the Government in the Sunshine Law applies to the Sub-Recipient based upon the funds provided under this Agreement, the meetings of the Sub-Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board may be subject to open government requirements. These meetings shall be publicly noticed, open to the public, and the minutes of all the meetings shall be public records, available to the public in accordance with Chapter 119, Florida Statutes.

h. Florida's Public Records Law provides a right of access to the records of the State and Local governments as well as to private entities acting on their behalf. Unless specifically exempted from disclosure by the Legislature, all materials made or received by a governmental agency (or a private entity acting on behalf of such an agency), in conjunction with official business which are used to perpetuate, communicate, or formalize knowledge, qualify as public records subject to public inspection. The mere receipt of public funds by a private entity, standing alone, is insufficient to bring that entity within the ambit of the public record requirements. However, when a public entity delegates a public function to a private entity, the records generated by the private entity's performance of that duty become public records. Thus, the nature and scope of the services provided by a private entity determine whether that entity is acting on behalf of a public agency and is therefore subject to the requirements of Florida's Public Records Law.

i. The Sub-Recipient shall maintain all records for the Sub-Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Budget and Project List – Attachment A, Scope of Work – Attachment B, and all other applicable laws and regulations.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: (850) 815-4156, Records@em.myflorida.com, or 2555 Shumard Oak Boulevard, Tallahassee, FL 32399.

(11) AUDITS

a. The Sub-Recipient shall comply with the audit requirements contained in 2 C.F.R. Part 200, Subpart F.

b. In accounting for the receipt and expenditure of funds under this Agreement, the Sub-Recipient shall follow Generally Accepted Accounting Principles ("GAAP"). As defined by 2 C.F.R. §200.49, GAAP "has the meaning specified in accounting standards issued by the Government Accounting Standards Board (GASB) and the Financial Accounting Standards Board (FASB)."

c. When conducting an audit of the Sub-Recipient's performance under this Agreement, the Division shall use Generally Accepted Government Auditing Standards ("GAGAS"). As defined by 2 C.F.R. §200.50, GAGAS, "also known as the Yellow Book, means generally accepted government auditing standards issued by the Comptroller General of the United States, which are applicable to financial audits."

d. If an audit shows that all or any portion of the funds disbursed were not spent in accordance with the conditions of this Agreement, the Sub-Recipient shall be held liable for reimbursement to the Division of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty days after the Division has notified the Sub-Recipient of such non-compliance.

e. The Sub-Recipient shall have all audits completed by an independent auditor, which is defined in section 215.97(2)(i), Florida Statutes, as "an independent certified public accountant licensed under chapter 473." The independent auditor shall state that the audit complied with the applicable provisions noted above. The audit must be received by the Division no later than nine months from the end of the Sub-Recipient's fiscal year.

f. The Sub-Recipient shall send copies of reporting packages for audits conducted in accordance with 2 C.F.R. Part 200, by or on behalf of the Sub-Recipient, to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General
2555 Shumard Oak Boulevard
Tallahassee, Florida 32399-2100

g. The Sub-Recipient shall send the Single Audit reporting package and Form SF-SAC to the Federal Audit Clearinghouse by submission online at:
http://harvester.census.gov/fac/collect/ddeindex.html

h. The Sub-Recipient shall send any management letter issued by the auditor to the Division at the following address:

DEMSingle_Audit@em.myflorida.com

OR

Office of the Inspector General

2555 Shumard Oak Boulevard

Tallahassee, Florida 32399-2100

(12) REPORTS

a. Consistent with 2 C.F.R. §200.328, the Sub-Recipient shall provide the Division with quarterly reports and any applicable close-out reports. These reports shall include the current status and progress by the Sub-Recipient in completing the work described in the Scope of Work – Attachment B and the expenditure of funds under this Agreement, in addition to any other information requested by the Division.

	Reporting Time Period	Subgrantee Report Submittal
Quarter 1 (Q1)	October 1 – December 31	January 15
Quarter 2 (Q2)	January 1 – March 31	April 15
Quarter 3 (Q3)	April 1 – June 30	July 15
Quarter 4 (Q4)	July 1 – September 30	October 15

b. Quarterly reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. The ending dates for each quarter of the program year are March 31, June 30, September 30 and December 31.

c. The closeout report is due sixty (60) days after termination of this Agreement or sixty (60) days after completion of the activities contained in this Agreement, whichever first occurs.

d. If all required reports and copies are not sent to the Division or are not completed in a manner acceptable to the Division, then the Division may withhold further payments until they are completed or may take other action as stated in Paragraph (16) REMEDIES. "Acceptable to the Division" means that the work product was completed in accordance with the Budget and Project List – Attachment A, and Scope of Work – Attachment B.

e. The Sub-Recipient shall provide additional program updates or information that may be required by the Division.

f. The Sub-Recipient shall provide additional reports and information identified in Public Assistance Program Guidance – Attachment G, and as required by FEMA or the Division.

(13) MONITORING

a. The Division shall monitor the performance of the Sub-Recipient under this Agreement, as well as that of its subcontractors and/or consultants who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the Schedule of Deliverables and Scope of Work are being accomplished within the specified time periods, and other performance goals are being achieved. A review shall be done for each function or activity in Attachment B to this Agreement and reported in the quarterly report.

b. In addition to reviews of audits, monitoring procedures may include, but not be limited to, on-site visits by Division staff, limited scope reviews, and/or other procedures. The Sub-Recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Division. In the event that the Division determines that an audit of the Sub-Recipient is appropriate, the Sub-Recipient agrees to comply with any additional instructions provided by the Division to the Sub-Recipient regarding such audit. The Sub-Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Florida Chief Financial Officer or Auditor General. In addition, the Division will monitor the performance and financial management by the Sub-Recipient throughout the contract term to ensure timely completion of all tasks.

(14) LIABILITY

a. Unless Sub-Recipient is a State agency or subdivision, as defined in section 768.28(2) Florida Statutes, the Sub-Recipient is solely responsible to parties it deals with in carrying out the terms of this Agreement. As authorized by section 768.28(19), Florida Statutes, Sub-Recipient shall hold the Division harmless against all claims of whatever nature by third parties arising from the work performance under this Agreement. For purposes of this Agreement, Sub-Recipient agrees that it is not an employee or agent of the Division but is an independent contractor.

As required by section 768.28(19), Florida Statutes, any Sub-Recipient which is a State agency or subdivision, as defined in section 768.28(2), Florida Statutes, agrees to be fully responsible for its negligent or tortious acts or omissions which result in claims or suits against the Division and agrees to be liable for any damages proximately caused by the acts or omissions to the extent set forth in section 768.28, Florida Statutes. Nothing herein is intended to serve as a waiver of sovereign immunity by any Sub-Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a State agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(15) DEFAULT

If any of the following events occur ("Events of Default"), all obligations on the part of the Division to make further payment of funds shall terminate and the Division has the option to exercise any

of its remedies as set forth in Paragraph (16); however, the Division may make payments or partial payments after any Events of Default without waiving the right to exercise such remedies, and without becoming liable to make any further payment if:

a. Any warranty or representation made by the Sub-Recipient in this Agreement or any previous agreement with the Division is or becomes false or misleading in any respect, or if the Sub-Recipient fails to keep or perform any of the obligations, terms or covenants in this Agreement or any previous agreement with the Division and has not cured them in timely fashion, or is unable or unwilling to meet its obligations under this Agreement;

b. Material adverse changes occur in the financial condition of the Sub-Recipient at any time during the term of this Agreement, and the Sub-Recipient fails to cure this adverse change within thirty days from the date written notice is sent by the Division;

c. Any reports required by this Agreement have not been submitted to the Division or have been submitted with incorrect, incomplete or insufficient information; or,

d. The Sub-Recipient has failed to perform and complete on time any of its obligations under this Agreement.

(16) <u>REMEDIES</u>

If an Event of Default occurs, then the Division shall, after thirty calendar days of providing written notice to the Sub-Recipient and upon the Sub-Recipient's failure to cure within those thirty days, exercise any one or more of the following remedies, either concurrently or consecutively:

a. Terminate this Agreement, provided that the Sub-Recipient is given at least thirty days prior written notice of the termination. The notice shall be effective when placed in the United States, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address in paragraph (3) herein;

b. Begin an appropriate legal or equitable action to enforce performance of this Agreement;

c. Withhold or suspend payment of all or any part of a request for payment;

d. Require that the Sub-Recipient refund to the Division any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds.

e. Exercise any corrective or remedial actions, to include but not be limited to:

i. Request additional information from the Sub-Recipient to determine the reasons for or the extent of non-compliance or lack of performance;

ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected;

iii. Advise the Sub-Recipient to suspend, discontinue or refrain from incurring costs for any activities in question; or,

iv. Require the Sub-Recipient to reimburse the Division for the amount of costs incurred for any items determined to be ineligible;

f. Exercise any other rights or remedies which may be available under law.

Pursuing any of the above remedies will not stop the Division from pursuing any other remedies in this Agreement or provided at law or in equity. If the Division waives any right or remedy in this Agreement or fails to insist on strict performance by the Sub-Recipient, it will not affect, extend or waive any other right or remedy of the Division, or affect the later exercise of the same right or remedy by the Division for any other default by the Sub-Recipient.

(17) TERMINATION

a. The Division may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Sub-Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Florida Statutes, as amended.

b. The Division may terminate this Agreement for convenience or when it determines, in its sole discretion, that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Sub-Recipient with thirty (30) days prior written notice.

c. The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

d. In the event that this Agreement is terminated, the Sub-Recipient will not incur new obligations for the terminated portion of the Agreement after the Sub-Recipient has received the notification of termination. The Sub-Recipient will cancel as many outstanding obligations as possible. Costs incurred after receipt of the termination notice will be disallowed. The Sub-Recipient shall not be relieved of liability to the Division because of any breach of Agreement by the Sub-Recipient. The Division may, to the extent authorized by law, withhold payments to the Sub-Recipient for the purpose of set-off until the exact amount of damages due the Division from the Sub-Recipient is determined.

(18) PROCUREMENT

a. The Sub-Recipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable Federal and State laws and regulations, to include 2 C.F.R. §§200.318 through 200.326 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards"). Additional requirements, guidance, templates and checklists regarding procurement may be obtained through the FEMA Procurement Disaster Assistance Team. Resources found here: https://www.fema.gov/procurement-disaster-assistance-team

b. If the Sub-Recipient contracts with any contractor or vendor for performance of any portion of the work required under this Agreement, the Sub-Recipient must incorporate into its contract with such contractor or vendor an indemnification clause holding the Federal Government, its employees and/or their contractors, the Division, its employees and/or their contractors, and the Sub-Recipient and its

employees and/or their contractors harmless from liability to third parties for claims asserted under such contract.

c. The Sub-Recipient must document in the Quarterly Report the contractor's progress in performing its work on its behalf under this Agreement in addition to its own progress.

d. All contracts must conform to the uniform standards for procurement found in 2 C.F.R §§ 200.317-.326 and Appendix II, as well as §287.057 and §288.703, Florida Statutes.

(19) PAYMENTS

a. Requests for Reimbursement (RFR) serve as invoices for the purposes of section 215.422, Florida Statutes and shall include the supporting documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final RFR shall be submitted within thirty (30) days after the expiration date of the agreement or completion of applicable Project, whichever occurs first.

b. If the necessary funds are not available to fund this Agreement, as a result of action by the United States Congress, the Federal Office of Management and Budgeting, the State Chief Financial Officer or under subparagraph (9)b of this Agreement, all obligations on the part of the Division to make any further payment of funds shall terminate, and the Sub-Recipient shall submit its closeout report within thirty (30) days of receiving notice from the Division.

(20) EXPEDITED PROJECTS

The Division and FEMA have established an Expedited Projects Program in order to help affected counties, municipalities, and private-non-profits recover from Hurricane Dorian. This program provides funding for 50% of the eligible scope of work for project versions of one Expedited Category A project and one Expedited Category B project. These amounts will be subject to the cost sharing requirements applicable for the disaster.

a. PROGRAM REQUIREMENTS

Each eligible Sub-Recipient can request to include one (1) Category A: Debris Removal project and one (1) Category B: Emergency Protective Measures project in this expedited program. The work claimed must have been performed within the following dates: August 28-September 11, 2019.

For Category A and Category B, work must have been performed within the first 15 days of the disaster. FEMA makes the final eligibility determination regarding project work and costs under the Expedited Program. In order to be eligible for this funding, these projects must be a "large" project with eligible scope of work totaling $131,100 or more. Activities not eligible for Expedited Projects are private property debris removal activities for Category A.

b. FUNDING

Funding will be provided at 50% of estimated costs incurred through an eligible scope of work for an included project, during the time period of 45 days. Any and all expedited projects will ultimately require a full validation through the grants management process for all costs incurred.

c. PARTICIPATION NOTIFICATION

The Sub-Recipient is responsible for notifying the State Public Assistance Officer (SPAO) of its intent to participate in the program. The Sub-Recipient notifies the SPAO by submitting the notification of their intention to participate via email to ExpeditedProjects@em.myflorida.com. The SPAO will then notify the FEMA Program Delivery Manager (PDMG) who will be assigned to the eligible Sub-Recipient. Once that email correspondence is made, the project development will be tracked through Grants Portal and all payments will be made using the workflows in Florida PA.

(21) <u>ADVANCE PAYMENTS</u>

Any advance payment made under this Agreement is subject to 2 C.F.R. §200.305 and, as applicable, section 216.181(16), Florida Statutes. All advances are required to be held in an interest-bearing account unless otherwise governed by program specific waiver. If an advance payment is requested, the budget data upon which the request is based and a justification statement shall be submitted along with this agreement at the time of execution by completing Justification of Advance Payment – Attachment K. The request will specify the amount of advance payment needed and provide an explanation of the necessity for and proposed use of these funds. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier within thirty (30) days, along with any interest earned on the advance. No advance shall be accepted for processing if a reimbursement has been paid prior to the submittal of a request for advanced payment. After the initial advance, if any, payment shall be made on a reimbursement basis as needed.

(22) **<u>REPAYMENTS</u>**

a. All refunds or repayments due to the Division under this agreement are due no later than thirty (30) days from notification by the Division of funds due.

b. As a condition of funding under this Agreement, the Sub-Recipient agrees that the Recipient may withhold funds otherwise payable to the Sub-Recipient from any disbursement to the Recipient, by FEMA or any other source, upon a determination by the Recipient or FEMA that funds exceeding the eligible costs have been disbursed to the Sub-Recipient pursuant to this Agreement or any other funding agreement administered by the Recipient. The Sub-Recipient understands and agrees that the Recipient may offset any funds due and payable to the Sub-Recipient until the debt to the State is satisfied. In such event, the Recipient will notify the Sub-Recipient via the entry of notes in its grants management system.

c. All refunds or repayments due to the Division under this Agreement are to be made payable to the order of “Division of Emergency Management”, must include the invoice number and the applicable Disaster and Project number(s) that are the subject of the invoice, and be mailed directly to the following address:

Division of Emergency Management
Cashier
2555 Shumard Oak Boulevard
Tallahassee FL 32399-2100

d. In accordance with Section 215.34(2), Florida Statutes, if a check or other draft is returned to the Division for collection, the Sub-Recipient shall pay the Division a service fee of $15.00 or 5% of the face amount of the returned check or draft; whichever is greater.

(23) MANDATED CONDITIONS

a. The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Sub-Recipient in this Agreement, in any later submission or response to a Division request, or in any submission or response to fulfill the requirements of this Agreement. All of the said information, representations, and materials are incorporated by reference. The inaccuracy of the submissions or any material changes shall, at the option of the Division and with thirty (30) days written notice to the Sub-Recipient, cause the termination of this Agreement and the release of the Division from all its obligations to the Sub-Recipient.

b. This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall be in the Circuit Court of Leon County. If any provision of this Agreement is in conflict with any applicable statute or rule, or is unenforceable, then the provision shall be null and void to the extent of the conflict, and shall be severable, but shall not invalidate any other provision of this Agreement.

c. Any power of approval or disapproval granted to the Division under the terms of this Agreement shall survive the term of this Agreement.

d. The Sub-Recipient agrees to comply with the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), which prohibits discrimination by public and private entities on the basis of disability in employment, public accommodations, transportation, State and Local government services, and telecommunications.

e. Those who have been placed on the convicted vendor list following a conviction for a public entity crime or on the discriminatory vendor list 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 a public entity, and may not transact business with any public entity in excess of $25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

f. Any Sub-Recipient which receives funds under this Agreement from the Federal government, certifies, to the best of its knowledge and belief, that it and its principals:

i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency;

ii. Have not, within a five-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

iii. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any offenses enumerated in paragraph (22) f. ii. of this certification; and,

iv. Have not, within a five-year period preceding this Agreement, had one or more public transactions (Federal, State or Local) terminated for cause or default.

g. If the Sub-Recipient is unable to certify to any of the statements in this certification, then the Sub-Recipient shall attach an explanation to this Agreement.

h. In addition, the Sub-Recipient shall send to the Division (by email to the assigned grant manager) the completed "Certification Regarding Debarment, Suspension, Ineligibility And Voluntary Exclusion" - Attachment C for the Sub-Recipient and a screenshot reflecting such self-check via the Federal System for Award Management (SAM) clearinghouse through the website www.sam.gov. Sub-Recipient shall also perform this check for any and all intended contractor or subcontractor which Sub-Recipient plans to fund under this Agreement. A screenshot of the clearinghouse results for each intended contractor or subcontractor should be maintained by the Sub-Recipient and provided to the Division upon request. The check must be completed before the Sub-Recipient enters into a contract covering the scope of work outlined in the PWs with any contractor or subcontractor.

i. The Division reserves the right to unilaterally cancel this Agreement if the Sub-Recipient refuses to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Florida Statutes, which the Sub-Recipient created or received under this Agreement.

j. If the Sub-Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Division or be applied against the Division's obligation to pay the contract amount unless otherwise governed by program specific waiver.

k. The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Division shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Sub-Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Division.

l. Section 287.05805, Florida Statutes, requires that any state funds provided for the purchase of or improvements to real property are contingent upon the contractor or political subdivision

granting to the state a security interest in the property at least to the amount of state funds provided for at least 5 years from the date of purchase or the completion of the improvements or as further required by law. This provision is only applicable to subrecipients receiving a state cost share.

m. The Division may, at its option, terminate the Contract if the Contractor is found to have submitted a false certification as provided under section 287.135(5), F.S., or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, or to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

(24) <u>LOBBYING PROHIBITION</u>

a. 2 C.F.R. §200.450 prohibits reimbursement for costs associated with certain lobbying activities.

b. Section 216.347, Florida Statutes, prohibits "any disbursement of grants and aids appropriations pursuant to a contract or grant to any person or organization unless the terms of the grant or contract prohibit the expenditure of funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency."

c. No funds or other resources received from the Division under this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any State agency.

d. The Sub-Recipient certifies, by its signature to this Agreement, that to the best of his or her knowledge and belief:

i. No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sub-Recipient, 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 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.

ii. 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 Sub-Recipient shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

iii. The Sub-Recipient shall require that 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 Sub-Recipients shall certify and disclose accordingly.

iv. 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.

(25) COPYRIGHT, PATENT AND TRADEMARK

EXCEPT AS PROVIDED BELOW, ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA; AND, ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE SUB-RECIPIENT TO THE STATE OF FLORIDA.

a. If the Sub-Recipient has a pre-existing patent or copyright, the Sub-Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

b. If any discovery or invention is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected with it, the Sub-Recipient shall refer the discovery or invention to the Division for a determination whether the State of Florida will seek patent protection in its name. Any patent rights accruing under or in connection with the performance of this Agreement are reserved to the State of Florida. If any books, manuals, films, or other copyrightable material are produced, the Sub-Recipient shall notify the Division. Any copyrights accruing under or in connection with the performance under this Agreement are transferred by the Sub-Recipient to the State of Florida.

c. Within thirty days of execution of this Agreement, the Sub-Recipient shall disclose all intellectual properties relating to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Sub-Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is disclosed. Failure to disclose will indicate that no such property exists. The Division shall then, under Paragraph (24) b., have the right to all patents and copyrights which accrue during performance of the Agreement.

d. If the Sub-Recipient qualifies as a state university under Florida law, then, pursuant to section 1004.23, Florida Statutes, any invention conceived exclusively by the employees of the Sub-Recipient shall become the sole property of the Sub-Recipient. In the case of joint inventions, that is inventions made jointly by one or more employees of both parties hereto, each party shall have an equal, undivided interest in and to such joint inventions. The Division shall retain a perpetual, irrevocable, fully-paid, nonexclusive license, for its use and the use of its contractors of any resulting patented, copyrighted or trademarked work products, developed solely by the Sub-Recipient, under this Agreement, for Florida government purposes.

(26) LEGAL AUTHORIZATION

The Sub-Recipient certifies that it has the legal authority to receive the funds under this Agreement and that its governing body has authorized the execution and acceptance of this Agreement.

The Sub-Recipient also certifies that the undersigned person has the authority to legally execute and bind Sub-Recipient to the terms of this Agreement.

(27) NONDISCRIMINATION BY CONTRACTORS

Pursuant to 44 C.F.R. §§ 7 and 16, and 44 C.F.R. § 206.11, the Sub-Recipient must undertake an active program of nondiscrimination in its administration of disaster assistance under this Agreement. The Sub-Recipient is also subject to the requirements in the General Services Administrative Consolidated List of Debarred, Suspended and Ineligible Contractors, in accordance with 44 C.F.R. § 17.

(28) ASSURANCES

The Sub-Recipient shall comply with any Statement of Assurances incorporated as Attachment E.

(29) DUPLICATION OF BENEFITS PROHIBITED

a. The Sub-Recipient understands it may not receive funding under this Agreement to pay for damage covered by insurance, nor may the Sub-Recipient receive any other duplicate benefits from any source whatsoever.

b. The Sub-Recipient agrees to reimburse the Recipient if it receives any duplicate benefits, from any source, for any damage identified on the applicable Project Worksheets, for which the Sub-Recipient has received payment from the Recipient.

c. The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of the possible availability of, applies for, or receives funds, regardless of the source, which could reasonably be considered as duplicate benefits.

d. In the event the Recipient determines the Sub-Recipient has received duplicate benefits, the Sub-Recipient gives the Grantee/ Recipient the express authority to offset the amount of any such duplicate benefits by withholding them from any other funds otherwise due and payable to the Sub-Recipient, and to use such remedies as may be available administratively or at law to recover such benefits.

(30) ATTACHMENTS

a. All attachments to this Agreement are incorporated as if set out fully.

b. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of the attachments shall control, but only to the extent of the conflict or inconsistency.

c. This Agreement has the following attachments:

i. Exhibit 1 - Funding Sources

ii. Attachment A – Budget and Project List

iii. Attachment B – Scope of Work, Deliverables, and Financial Consequences

iv. Attachment C – Certification Regarding Debarment

v. Attachment D – Designation of Authority
vi. Attachment E – Statement of Assurances
vii. Attachment F – Election to Participate in PA Alternative Procedures (PAAP)
viii. Attachment G – Public Assistance Program Guidance
ix. Attachment H – FFATA Reporting
x. Attachment I – Mandatory Contract Provisions
xi. Attachment J – DHS OIG Audit Issues and Acknowledgement
xii. Attachment K – Justification of Advance Payment

Agreement Number: Z1729

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

SUB-RECIPIENT: Port Orange, City of

By: _____

Name and title: Donald O. Burnette, Mayor

Date: July 21,2020

FEID# 59-6000412

STATE OF FLORIDA

DIVISION OF EMERGENCY MANAGEMENT

By: _____

Jared Moskowitz, Director

Date: _____

EXHIBIT – 1

FUNDING SOURCES

THE FOLLOWING FEDERAL RESOURCES ARE AWARDED TO THE SUB-RECIPIENT UNDER THIS AGREEMENT:

Federal Program

Federal agency: Federal Emergency Management Agency: Public Assistance Program

Catalog of Federal Domestic Assistance: 97.036

Amount of Federal Funding: $ _____

THE FOLLOWING COMPLIANCE REQUIREMENTS APPLY TO THE FEDERAL RESOURCES AWARDED UNDER THIS AGREEMENT:

- 2 C.F.R. Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 44 C.F.R. Part 206
- The Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 93-288, as amended, 42 U.S.C. 5121 et seq., and Related Authorities
- FEMA Public Assistance Program and Policy Guide, 2018 V3.1- effective for all emergencies and major disasters declared on or after August 23, 2017.
    - Link here: https://www.fema.gov/media-library/assets/documents/111781

Federal Program:

1. Sub-Recipient is to use funding to perform eligible activities in accordance with the Stafford Act, FEMA Public Assistance Program and Policy Guide, 2018 V3.1 and approved Project Worksheet(s) (PW). Eligible work is classified into the following categories:
   Emergency Work
   Category A: Debris Removal
   Category B: Emergency Protective Measures
   Permanent Work
   Category C: Roads and Bridges
   Category D: Water Control Facilities
   Category E: Public Buildings and Contents
   Category F: Public Utilities
   Category G: Parks, Recreational, and other Facilities

2. Sub-Recipient is subject to all administrative and financial requirements as set forth in this Agreement or will be in violation of the terms of the Agreement.

Attachment A

Budget and Project List

Budget:

The Budget of this Agreement is initially determined by the amount of any Project Worksheet(s) (PW) that the Federal Emergency Management Administration (FEMA) has obligated for a Sub-Recipient at the time of execution. Subsequent PWs or revisions thereof will increase or decrease the Budget of this Agreement. The PW(s) that have been obligated are:

DR-4468			Sub-Recipient: Port Orange, City of								
PW #	Cat	Project Title	Federal Share	Fed %	State Share	State %	Local Share	Local %	Total Eligible Amount	POP Start Date	POP End Date
		Total:	$0.00		$0.00		$0.00		$0.00		

Attachment B

SCOPE OF WORK, DELIVERABLES and FINANCIAL CONSEQUENCES

Scope of Work

FEMA has sole authority for determining eligibility of project activities and associated costs. The sub-recipient is required to complete all eligible Projects and submit appropriate supporting documentation for all work and costs, as approved by FEMA.
When FEMA has obligated funding for a Sub-Recipient's PW, the Division notifies the Sub-Recipient with a copy of the PW (or P2 Report). Budget and Project List – Attachment A of this Agreement will be modified quarterly, as necessary, to incorporate new PWs or PW versions. **For the purpose of this Agreement, each Project will be monitored, completed and reimbursed independently of the other Projects which are made part of this Agreement.**

Deliverables

For the purposes of this agreement, each project will be a standalone deliverable but may be compensated incrementally based on the Sub-recipient's expenditures. The required performance level is satisfactory completion of the project as identified in the Scope of Work, the approved PW, and subsequent PW versions, if applicable.

Large Project Deliverables
Reimbursement requests will be submitted separately for each Large Project. Any request for reimbursement shall provide adequate, well organized and complete source documentation to support all costs related to the Project. Requests and associated documentation which do not conform will be returned to the Sub-Recipient prior to acceptance for payment.

Reimbursement up to 100% of the total eligible amount will be paid upon acceptance and is contingent upon:

- Timely submission of Quarterly Reports (due 15 days after end of each quarter).
- Timely submission of invoices (Requests for Reimbursement) and supported by documentation for all costs of the project or services in detail sufficient for a proper pre-audit and post-audit thereof. The final invoice shall be submitted within sixty (60) days after the expiration of the agreement or completion of the project, whichever occurs first. An explanation of any circumstances prohibiting the submittal of quarterly invoices shall be submitted to the Division Grant Manager as part of the Sub-Recipient's quarterly reporting as referenced in Paragraph 7 of this agreement. Adjustments to the invoicing schedule must be approved in advance in writing by the Division Grant Manager.
- Timely submission of Request for Final Inspection (within ninety (90) days of project completion – for each project).
- Sub-Recipient shall include a sworn Affidavit **or** American Institute of Architects (AIA) forms G702 and G703, as required below.
    - A. Affidavit. The Sub-Recipient is required to submit an Affidavit signed by the Sub-Recipient's project personnel with each reimbursement request attesting to the following: the percentage of completion of the work that the reimbursement request represents, that disbursements or payments were made in accordance with all of the Agreement and regulatory conditions, and that reimbursement is due and has not been previously requested.
    - B. AIA Forms G702 and G703. For construction projects where an architectural, engineering or construction management firm provides construction administration services, the Sub-Recipient shall provide a copy of the American Institute of Architects (AIA) form G702, Application and Certification for Payment, or a comparable form approved by the Division, signed by the contractor and inspection/certifying architect or engineer, and a copy of form G703, Continuation Sheet, or a comparable form approved by the Division.

Small Projects Deliverables
Small projects will be paid upon obligation of the Project Worksheet and execution of the subgrant agreement. Sub-Recipient must initiate the Small Project Closeout in the grants management system within thirty (30) days of completion of the project work, or no later than the period of performance end date. Small Project Closeout is initiated by logging into the grants management system, selecting the Sub-Recipient's account, then selecting 'Create New Request', and selecting 'New Small Project Completion/Closeout'. Complete the form and 'Save'. The final action is to advance the form to the next queue for review.

Financial Consequences:

2 CFR 200.338 and Section 215.971, Florida Statute, requires the Division, as the recipient of Federal funding, to apply financial consequences, including withholding a portion of funding up to the full amount in the event that the Sub-Recipient fails to be in compliance with Federal, State, and Local requirements, or satisfactorily perform required activities/tasks.

For any Project (PW) that the Sub-Recipient fails to complete in compliance with Federal, State and Local requirements, the Division shall withhold a portion of the funding up to the full amount until such compliance is either ultimately obtained or the project is deobligated by FEMA and/or withdrawn.

The Division shall apply the following financial consequences in these specifically identified events:

Work performed outside the Period of Performance –
Based on 2 C.F.R. Section 200.309, a Sub-Recipient may be reimbursed only for eligible costs incurred for work performed within the period of performance. Costs incurred as a result of work performed outside of the period of performance will be deemed not allowable and ineligible for reimbursement by the Division as a financial consequence. If the Sub-Recipient does not anticipate finishing the work within the original period of performance, it must request a time extension and support that the work cannot be timely completed due to extenuating circumstances beyond the Sub-Recipient's control (Attachment G).

Additionally, if the project is not completed within the period of performance and a time extension request was not granted, the Division will coordinate with the Federal Awarding Agency to adjust the costs obligated amount to reflect the actual allowable costs incurred during the period of performance as a financial consequence.

Failure to timely submit quarterly reports– Pursuant to 2 C.F.R. Section 328, the Division is responsible for oversight of the operations of the Federal award supported activities. Section 215.971, Florida Statutes provides the Division must monitor the activities performed under Federal awards to assure compliance with applicable Federal and State requirements and gain assurances that performance expectations are being achieved. Paragraph (12) of the subgrant agreement also requires the Sub-Recipient to submit a quarterly report that identifies the progress made on the project and will at a minimum include details regarding the status of all work in progress, work that has been completed, and work that has yet to begin.

These reports are due to the Division no later than 15 days after the end of each quarter of the program year and shall be sent each quarter until submission of the administrative close-out report. In the event that a Sub-Recipient fails to timely submit this quarterly report, the Division will:

- Withhold $500.00 from the next approved and final payment/payable for each project not reflected on a timely submitted Quarterly Report.

Failure to timely submit Requests for Final Inspection-
The submission of a request for Final Inspection is due within ninety (90) days of project completion for each project. In the event a Sub-Recipient fails to timely Request a Final Inspection, the Division will enforce the following:

- Withhold any and all final and approved payments/payables for each project for which a Request for Final Inspection is not timely submitted.
    - Once the Request for Final Inspection is received, such funds will be released and paid to the Sub-Recipient.

The Division retains the right to impose financial consequences for instances of non-performance or non-compliance not specifically addressed in this section.

Attachment C

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY and VOLUNTARY EXCLUSION

With respect to any Sub-recipient of the State, which receives funds under this Agreement from the Federal government, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within the five-year period preceding entering into this Agreement had one or more public transactions (Federal, State, or Local) terminated for cause or default; and

3. Have not within the five-year period preceding entering into this proposal been convicted of or had a civil judgment rendered against them for:

a) the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or a contract under public transaction, or b) violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property.

The Sub-recipient understands and agrees that the language of this certification must be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants, loans, and cooperative agreements) and that all contractors and sub-contractors must certify and disclose accordingly.

The Sub-recipient further understands and agrees that this certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

Sub-recipient further understands that submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification is subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By: _____
Signature

Donald O. Burnette, Mayor
Name and Title

1000 City Center Circle
Street Address

Port Orange, FL 32127
City, State, Zip

July 21, 2020
Date

City of Port Orange
Sub-Recipient's Name

Z1729
DEM Contract Number

Attachment D

DESIGNATION OF AUTHORITY

The **Designation of Authority Form** is submitted with each new disaster or emergency declaration to provide the authority for the Sub-Recipient's Primary Agent and Alternate Agent to access the grants management system in order to enter notes, review notes and documents, and submit the documentation necessary to work the new event. The Designation of Authority Form is originally submitted as Attachment "D" to the PA Funding Agreement for each disaster or emergency declaration. Subsequently, the Primary or Alternate contact should review the agency contacts at least quarterly. The Authorized Representative can request a change in contacts via email to the State team; a note should be entered in the grants management system if the list is correct. Contacts should be removed as soon as they separate, retire, or are reassigned by the Agency. A new form will only be needed if all authorized representatives have separated from your agency. Note that if a new Designation form is submitted, all Agency Representatives currently listed as contacts that are not included on the updated form will be deleted from the grants management system as the contacts listed are replaced in the system, not supplemented. All users must log in on a monthly basis to keep their accounts from becoming locked. **Note:** a designation of authority is NOT a delegation of authority. A signatory must have an attached delegation of authority as appropriate.

Instructions for Completion

Complete the form in its entirety, listing the name and information for all representatives who will be working in the grants management system. Users will be notified via email when they have been granted access. The user must log in to the grants management system within twelve (12) hours of being notified or their account will lock them out. Each user must log in within a sixty (60) day time period or their account will lock them out. In the event you try to log in and your account is locked, submit a ticket using the Access Request link on the home page.

The form is divided into twelve blocks; each block must be completed where appropriate.

Block 1: "Authorized Agent" – This should be the highest authority in your organization who is authorized to sign legal documents on behalf of your organization. (Only one Authorized Agent is allowed, and this person will have full access/authority unless otherwise requested).

Block 2: "Primary Agent" – This is the person designated by your organization to receive all correspondence and is our main point of contact. This contact will be responsible for answering questions, uploading documents, and submitting reports/requests in the grants management system. The Primary Agent is usually not the Authorized Agent but should be responsible for updating all internal stakeholders on all grant activities. (Only one Primary Agent is allowed, and this contact will have full access).

Block 3: "Alternate Agent" – This is the person designated by your organization to be available when the Primary is not. (Only one Alternate Agent is allowed, and this contact will have full access).

Block 4, 5, and 6: "Other" (Finance/Point of Contact, Risk Management-Insurance, and Environmental-Historic). Providing these contacts is essential in the coordination and communication required between State and Local subject matter experts. We understand that the same agent may be identified in multiple blocks, however we ask that you enter the name and information again to ensure we are communicating with the correct individuals.

Block 7 – 12: "Other" (Read Only Access) – There is no limit on "Other" contacts, but we ask that this be restricted to those that are going to actually need to log in and have a role in reviewing the information. This designation is only for situational awareness purposes as individuals with the "Other Read-Only" designation cannot take any action in the grants management system.

DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Sub-Grantee:

Box 1: Authorized Agent (Full Access)	**Box 2: Primary Agent** (Full Access)
Agent's Name Donald O. Burnette	Agent's Name Alison M. Sylvester
Signature	Signature
Organization / Official Position City of Port Orange/Mayor	Organization / Official Position City of Port Orange/Grant & Contract Accountant
Mailing Address 1000 City Center Circle	Mailing Address 1000 City Center Circle
City, State, Zip Port Orange, FL 32127	City, State, Zip Port Orange, FL 32127
Daytime Telephone (386) 506-5501	Daytime Telephone (386)506-5706
E-mail Address dburnette@port-orange.org	E-mail Address asylvester@port-orange.org
Box 3: Alternate Agent (Full Access)	**Box 4: Other-Finance/Point of Contact** (Full Access)
Agent's Name Shannon Ball	Official's Name
Signature	Signature
Organization / Official Position City of Port Orange/Emergency Management	Organization / Official Position
Mailing Address 1090 City Center Blvd.	Mailing Address
City, State, Zip Port Orange, FL 32127	City, State, Zip
Daytime Telephone (386)506-5903	Daytime Telephone
E-mail Address sball@port-orange.org	E-mail Address
Box 5: Other-Risk Mgmt-Insurance (Full Access)	**Box 6: Other-Environmental-Historic** (Full Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

The above Primary and Alternate Agents are hereby authorized to execute and file an Application for Public Assistance on behalf of the Sub-grantee for the purpose of obtaining certain Grantee and Federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. These agents are authorized to represent and act for the Sub-Grantee in all dealings with the State of Florida, Grantee, for all matters pertaining to such disaster assistance previously signed and executed by the Grantee and Sub-grantee. Additional contacts may be placed on page 2 of this document for read only access by the above Authorized Agents.

Sub-Grantee Authorized Agent Signature Donald O. Burnette, Mayor

July 21, 2020
Date

DESIGNATION OF AUTHORITY (AGENTS)
FEMA/GRANTEE PUBLIC ASSISTANCE PROGRAM
FLORIDA DIVISION OF EMERGENCY MANAGEMENT

Sub-Grantee: **Date:**

Box 7: **Other** (Read Only Access)	**Box 8:** **Other** (Read Only Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Box 9: **Other** (Read Only Access)	**Box 10:** **Other** (Read Only Access)
Agent's Name	Official's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Box 11: **Other** (Read Only Access)	**Box 12:** **Other** (Read Only Access)
Agent's Name	Agent's Name
Signature	Signature
Organization / Official Position	Organization / Official Position
Mailing Address	Mailing Address
City, State, Zip	City, State, Zip
Daytime Telephone	Daytime Telephone
E-mail Address	E-mail Address

Sub-Grantee's Fiscal Year (FY) Start: **Month:** October **Day:** 01

Sub-Grantee's Federal Employer's Identification Number (EIN) 59 - 6000412

Sub-Grantee's Grantee Cognizant Agency for Single Audit Purposes: Florida Division of Emergency Management

Sub-Grantee's: FIPS Number (If Known) 127 -58575 - 00

NOTE: This form should be reviewed and necessary updates should be made each quarter to maintain efficient communication and continuity throughout staff turnover. Updates may be made by email to the state team assigned to your account. A new form will only be needed if all authorized representatives have separated from your agency. Be aware that submitting a new Designation of Authority affects the contacts that have been listed on previous Designation forms in that the information in FloridaPA.org will be updated and the contacts listed above will replace, not supplement, the contacts on the previous list.

Attachment E

STATEMENT OF ASSURANCES

1) The Sub-Recipient hereby certifies compliance with all Federal statutes, regulations, policies, guidelines, and requirements, including but not limited to OMB Circulars No. A-21, A-87, A-110, A-122, and A-128; E.O. 12372; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200; that govern the application, acceptance and use of Federal funds for this Federally-assisted project.

2) Additionally, to the extent the following provisions apply to this Agreement, the Sub-Recipient assures and certifies that:

    a. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion, or similar action has been duly adopted or passed as an official act of the Sub-Recipient's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the Sub-Recipient to act in connection with the application and to provide such additional information as may be required.

    b. To the best of its knowledge and belief the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 C.F.R. § 206, and applicable FEMA policy documents.

    c. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not, or will not, duplicate benefits available for the same loss from another source.

3) The Sub-Recipient further assures it will:

    a. Have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed, and if not, it will request a waiver from the Governor to cover the cost.

    b. Refrain from entering into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met, all contracts meet Federal, State, and Local regulations.

    c. Provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to ensure that the completed work conforms to the approved plans and specifications and will furnish progress reports and such other information as the Federal grantor agency may need.

    d. Cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be done to completion with reasonable diligence.

    e. Not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is longer.

    f. Provide without cost to the United States and the Grantee/Recipient all lands, easements and rights-of-way necessary for accomplishment of the approved work and will also hold and save the United States and the Grantee/Recipient free from damages due to the approved work or Federal funding.

    g. Establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

h. Assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended, Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 by:

   i. Consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 C.F.R. Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties; and,

   ii. By complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

i. Give the sponsoring agency or the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

j. With respect to demolition activities:

   i. Create and make available documentation sufficient to demonstrate that the Sub-Recipient and its demolition contractor have sufficient manpower and equipment to comply with the obligations as outlined in this Agreement;

   ii. Return the property to its natural state as though no improvements had been contained thereon;

   iii. Furnish documentation of all qualified personnel, licenses, and all equipment necessary to inspect buildings located in Sub-Recipient's jurisdiction to detect the presence of asbestos and lead in accordance with requirements of the U.S. Environmental Protection Agency, the Florida Department of Environmental Protection, and the appropriate County Health Department;

   iv. Provide documentation of the inspection results for each structure to indicate safety hazards present, health hazards present, and/or hazardous materials present;

   v. Provide supervision over contractors or employees employed by the Sub-Recipient to remove asbestos and lead from demolished or otherwise applicable structures;

   vi. Leave the demolished site clean, level, and free of debris;

   vii. Notify the Recipient promptly of any unusual existing condition which hampers the contractors work;

   viii. Obtain all required permits;

   ix. Provide addresses and marked maps for each site where water wells and septic tanks are to be closed, along with the number of wells and septic tanks located on each site, and provide documentation of such closures;

   x. Comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act;

   xi. Comply with all applicable standards, orders, or requirements issued under Section 112 and 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738, and the U.S. Environmental Protection Agency regulations. (This clause must be added to any subcontracts); and,

   xii. Provide documentation of public notices for demolition activities.

k. Require facilities to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified. The Sub-Recipient will be

responsible for conducting inspections to ensure compliance with these specifications by the contractor.

l. Provide an Equal Employment Opportunity Program, if required to maintain one, where the application is for $500,000 or more.

m. Return overpaid funds within the forty-five (45) day requirement, and if unable to pay within the required time period, begin working with the Grantee/Recipient in good faith to agree upon a repayment date.

n. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the Grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

4) The Sub-Recipient agrees it will comply with the:

a. Requirements of all provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 which provides for fair and equitable treatment of persons displaced as a result of Federal and Federally-assisted programs.

b. Provisions of Federal law found at 5 U.S.C. § 1501, et. seq. which limit certain political activities of employees of a State or Local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants.

c. Provisions of 18 U.S.C. §§ 594, 598, and 600-605 relating to elections, relief appropriations, and employment, contributions, and solicitations.

d. Minimum wage and maximum hour's provisions of the Federal Fair Labor Standards Act.

e. Contract Work Hours and Safety Standards Act of 1962, requiring that mechanics and laborers (including watchmen and guards) employed on Federally assisted contracts be paid wages of not less than one and one-half times their basic wage rates for all hours worked in excess of forty hours in a work week.

f. Federal Fair Labor Standards Act, requiring that covered employees be paid at least the minimum prescribed wage, and also that they be paid one and one-half times their basic wage rates for all hours worked in excess of the prescribed work-week.

g. Anti-Kickback Act of 1986, which outlaws and prescribes penalties for "kick-backs" of wages in Federally financed or assisted construction activities.

h. Requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. It further agrees to ensure that the facilities under its ownership, lease or supervision which are utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA) list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

i. Flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, which requires that on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available, as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

j. Insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance. Note that FEMA provides a mechanism to modify this insurance requirement by filing a request for an insurance commissioner certification (ICC). The State's insurance commissioner cannot waive Federal insurance requirements but may certify the types and extent of insurance reasonable to protect against future loss to an insurable facility.

k. Applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations, and assure the compliance of all its Sub-Recipients and contractors.

l. Provisions of 28 C.F.R. applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergovernmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

m. Lead-Based Paint Poison Prevention Act which prohibits the use of lead based paint in construction of rehabilitation or residential structures.

n. Energy Policy and Conservation Act and the provisions of the State Energy Conservation Plan adopted pursuant thereto.

o. Non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, or Victims of Crime Act (as appropriate); Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations; and Department of Justice regulations on disability discrimination, and assure the compliance of all its Sub-Recipients and contractors.

p. Provisions of Section 311, P.L. 93-288, and with the Civil Rights Act of 1964 (P.L. 83-352) which, in Title VI of the Act, provides that no person in the United States of America, Grantees/Recipients shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Sub-Recipient receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Sub-Recipient, this assurance shall obligate the Sub-Recipient or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

q. Provisions of Title IX of the Education Amendments of 1972, as amended which prohibits discrimination on the basis of gender.

r. Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

s. Provisions of 523 and 527 of the Public Health Service Act of 1912 as amended, relating to confidentiality of alcohol and drug abuse patient records.

t. Provisions of all appropriate environmental laws, including but not limited to:

   i. The Clean Air Act of 1955, as amended;

   ii. The Clean Water Act of 1977, as amended;

   iii. The Endangered Species Act of 1973;

   iv. The Intergovernmental Personnel Act of 1970;

   v. Environmental standards which may be prescribed pursuant to the National Environmental Policy Act of 1969;

   vi. The Wild and Scenic Rivers Act of 1968, related to protecting components or potential components of the national wild and scenic rivers system;

   vii. The Fish and Wildlife Coordination Act of 1958;

   viii. Environmental standards which may be prescribed pursuant to the Safe Drinking Water Act of 1974, regarding the protection of underground water sources;

   ix. The provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 which prohibits the expenditure of newest Federal funds within the units of the Coastal Barrier Resources System.

u. The provisions of all Executive Orders including but not limited to:

   i. Executive Order 11246 as amended by Executive Orders 11375 and 12086, and the regulations issued pursuant thereto, which provide that no person shall be discriminated against on the basis of race, color, religion, sex or national origin in all phases of employment during the performance of Federal or Federally assisted construction contracts; affirmative action to insure fair treatment in employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff/termination, rates of pay or other forms of compensation; and election for training and apprenticeship.

   ii. EO 11514 (NEPA).

   iii. EO 11738 (violating facilities).

   iv. EO 11988 (Floodplain Management).

   v. EO 11990 (Wetlands).

   vi. EO 12898 (Environmental Justice).

For Grantees/Recipients other than individuals, the provisions of the DRUG-FREE WORKPLACE as required by the Drug-Free Workplace Act of 1988. This assurance is given in consideration of and for the purpose of obtaining Federal grants, loans, reimbursements, advances, contracts, property, discounts and/or other Federal financial assistance extended to the Sub-Recipient by FEMA. The Sub-Recipient understands that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this Assurance and that both the United States and the Grantee/Recipient have the joint and several right to seek judicial enforcement of this assurance. This assurance is binding on the Sub-Recipient, its successors, transferees, and assignees.

FOR THE SUBGRANTEE/SUB-RECIPIENT:

_____

Signature

Donald O. Burnette, Mayor July 21, 2020

Printed Name and Title Date

FEMA

Public Assistance Alternative Procedures for Permanent Work Pilot (Version 4)

FEMA Recovery Policy FP 104-009-7

BACKGROUND

Section 428 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, (Stafford Act)[1] authorizes FEMA to award Public Assistance (PA) funding based on fixed estimates. This version 4 of the *Public Assistance Alternative Procedures for Permanent Work Pilot* (Pilot) policy supersedes version 3 and the Alternative Procedures Project language in Chapter 2.VII.G of the *Public Assistance Program and Policy Guide*[2] (PAPPG). All other portions of the PAPPG apply except where specifically stated otherwise.

PURPOSE

The purpose of this policy is to define the framework and requirements to ensure appropriate and consistent implementation.

PRINCIPLES

A. Increase flexibility in the administration of such assistance by allowing Applicants to use funds in a manner that best meets their specific needs for recovery, long-term resiliency, and future preparedness.

B. Simplify the delivery of assistance and reduce administrative costs associated with PA projects.

REQUIREMENTS

A. FIXED-COST OFFER ACCEPTANCE

Outcome: Enable Applicants to drive their own recovery.

1. FEMA and the Recipient will work with the Applicant to formulate disaster-related damage into projects and reach agreement on the eligible scopes of work (SOW) for all Permanent Work projects. Once agreement is reached on the disaster-related damage and eligible SOW, FEMA or the Applicant will develop a cost estimate in accordance with Section G, *Cost Estimates*.

2. After the cost estimate is developed by FEMA or developed by the Applicant and validated by FEMA as being reasonable and eligible based on the work required to address the disaster-related damage, FEMA will transmit a fixed-cost offer via its Grants Manager/Portal to the Applicant for acceptance.

[1] Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, *et seq.*, as amended.
[2] www.fema.gov/media-library/assets/documents/111781

3. The total fixed-cost amount is established based on the aggregate of:
   a. The estimated cost to restore disaster damaged facilities to pre-disaster design (size and capacity) and function in accordance with eligible codes and standards; and
   b. The estimated cost for cost-effective hazard mitigation measures associated with the actual restoration SOW to be implemented.
4. If the Applicant accepts the fixed-cost offer for a Large Project, it is considered a Pilot Project and the Applicant will:
   a. Not be required to rebuild the facilities back to what existed prior to the disaster.
   b. Be allowed to share funds across all of its Pilot Projects.
   c. Not be required to track costs to specific work items.
   d. Not be required to track costs or work to specific Pilot Projects since funds can be shared across all of its Pilot Projects.
   e. Be allowed to retain and use excess funds to reduce risk and improve future disaster operations (subject to timely closeout).
   f. Be eligible for cost-effective hazard mitigation on replacement projects.

B. DEADLINES

Outcome: Increase speed of recovery through timely agreement on fixed-cost offers.

1. Applicants have no more than 18 months from the disaster declaration date to:
   a. Determine the actual SOW and hazard mitigation measures to be implemented; and
   b. Accept a fixed-cost offer for each project (also subject to 30-day deadline from receipt, see B.2).
2. Each time FEMA transmits a fixed-cost offer, the Recipient and Applicant will have a combined total of 30 calendar days from the date of FEMA's transmittal of the fixed-cost offer to accept the offer (not to exceed the 18-month deadline). Any projects without accepted fixed-cost offers by the 30-day and 18-month deadlines will be processed using standard PA policies and procedures and funded in accordance with Title 44 Code of Federal Regulations §206.205.
3. Time extensions to accept fixed-cost offers must be approved by FEMA's Assistant Administrator for Recovery.

C. HAZARD MITIGATION

Outcome: Promote resiliency through inclusion of hazard mitigation.

1. When the Applicant is restoring a facility to pre-disaster function, size, capacity, and location, FEMA evaluates the proposed hazard mitigation SOW and cost-effectiveness based on the criteria in Chapter 2.VII.C of the PAPPG.
2. When the Applicant is restoring the function, but changing the pre-disaster capacity of a facility (Improved Project), the proposed hazard mitigation SOW is developed based on the actual SOW to be implemented; however, the cost-effectiveness is evaluated based on the fixed-cost amount accepted for the pre-disaster restoration SOW. If the capacity is

increased, the proposed hazard mitigation SOW and cost is limited to the SOW and cost necessary to mitigate to the pre-disaster capacity of the damaged facility.

3. Applicants must complete the approved hazard mitigation in order to retain the fixed-cost amount accepted for hazard mitigation.

D. USE OF FUNDS

Outcome: Increase effectiveness of assistance through increased flexibility and expanded use of funds.

1. Applicants may use fixed-cost funds, including any excess funds across all Pilot Projects.
2. Applicants may request to use fixed-cost funds for any of the activities defined as eligible under the *Use of Fixed-Cost Funds* column in the table below. Once FEMA approves and the Applicant completes the SOW associated with these activities, the Applicant may use any excess funds for the expanded list of eligible activities listed under the *Use of Excess Funds* column.
3. Any excess funds remaining after the approved SOW is complete may be used for cost-effective activities that reduce the risk of future damage, hardship, or suffering from a major disaster, and activities that improve future PA operations or planning. The Applicant must submit a proposed SOW for use of any excess funds, along with a project timeline to the Recipient within 90 days of the date the last Alternative Procedures Project was completed. The Recipient must forward the request to FEMA within 180 days of date the last Alternative Procedures Project was completed. FEMA will evaluate the proposed use of excess funds for reasonableness to ensure prudent use of funds. FEMA will also evaluate the submitted project timeline and approve an appropriate deadline for project completion, not to exceed the overall disaster period of performance.
4. The following table lists examples of eligible and ineligible types of work and costs when using fixed-cost funds and excess funds.

Type of Work or Cost (all work or costs listed must otherwise be eligible for PA)	Use of Fixed-Cost Funds	Use of Excess Funds
Restoration of disaster-damaged facilities and equipment	Eligible	Eligible
Restoration of disaster-damaged facilities in undeclared areas within the same State or Tribal area	Ineligible	Eligible
Alternate Projects (e.g., purchasing equipment, constructing new facilities, improvements to undamaged facilities such as shelters and emergency operation centers) in declared areas	Eligible	Eligible
Cost-effective hazard mitigation measures for undamaged facilities	Ineligible	Eligible
Covering future insurance premiums, including meeting obtain and maintain (O&M) insurance requirements, on damaged or undamaged facilities	Ineligible	Eligible

Work on facilities that are ineligible due to a failure to meet previous O&M requirements	Ineligible	Ineligible
Conducting or participating in training for response or recovery activities, including Federal grants management or procurement courses	Ineligible	Eligible
Planning for future disaster response and recovery operations, such as developing or updating plans (e.g., Debris Management Plans, Hazard Mitigation Plans, Pre-disaster Recovery Plans, Emergency Management/Operation Plans), integrating these plans into other plans, preparedness activities, exercises, and outreach	Ineligible	Eligible
Salaries for PA or emergency management staff. This may include but is not limited to staff performing PA grant administration, monitoring, and closeout activities for other PA disaster grants, and staff developing or updating disaster plans	Ineligible	Eligible
Paying down debts	Ineligible	Ineligible
Covering operating expenses	Ineligible	Ineligible
Covering budget shortfalls	Ineligible	Ineligible
Covering the non-Federal cost share of FEMA projects or other Federal awards	Ineligible	Ineligible

E. SCOPE OF WORK CHANGES

Outcome: Reduce administrative burden by simplifying requirements for changes to a SOW.

1. Once the SOW is approved and a fixed-cost offer is accepted:
   a. The Applicant must notify FEMA prior to making SOW changes that involve:
      i. Buildings or structures that are 45 years of age or older;
      ii. Ground disturbing activities; or
      iii. Work in or near waterways.
   b. With exception of buildings or structures that are 45 years of age or older, the Applicant does not need to notify FEMA when it intends to make changes that substantially conform to the approved SOW. Changes that substantially conform include items, such as:
      i. Substitutions in material type (e.g., pre-cast concrete vs. steel beam, stainless steel vs. galvanized fasteners); or
      ii. Interior floor plan reconfigurations (e.g., adding, moving, or removing rooms/features).
   c. If the Applicant wishes to change the SOW to the extent that it changes the hazard mitigation, such changes must be approved within the 18-month deadline and the fixed-cost offer amount will be adjusted to reflect the revised hazard mitigation SOW.

F. ENVIRONMENTAL AND HISTORIC PRESERVATION

Outcome: Ensure all projects are compliant with environmental and historic preservation (EHP) laws, regulations, and executive orders.

1. FEMA will conduct EHP compliance reviews on the actual SOW to be implemented. EHP review needs to occur prior to FEMA approval and prior to the Applicant starting any work that has potential to impact the environment, historic properties, or archaeological resources. This includes, but is not limited to, demolition, site preparation, and ground disturbing activities.

2. The Applicant must comply with all applicable EHP laws, regulations, and Executive Orders in accordance with the FEMA Directive 108-1, *Environmental Planning and Historic Preservation Responsibilities and Program Requirements*, and accompanying Instruction. Non-compliance with EHP conditions and requirements may result in the deobligation of funds.

G. COST ESTIMATES

Outcome: Develop fixed-costs based on accurate cost estimates.

1. FEMA or the Applicant may develop cost estimates as follows:
   a. FEMA will prepare its estimates using the Cost Estimating Format (CEF) and will include the CEF contingency factor "Applicant Reserve for Change Orders."
   b. Applicant-submitted estimates must comply with Chapter 3.II.D of the PAPPG. FEMA will evaluate Applicant-submitted estimates using the *Public Assistance: Reasonable Cost Evaluation Job Aid*. This Job Aid includes a checklist in Appendix A: *Validation of Applicant-Provided Cost Estimates*, which FEMA will use to review and validate cost estimates.
   c. The estimate must be based on the current phase of design or construction inclusive of any known costs.
   d. If eligible work has been completed at the time the cost estimate is developed that portion of the fixed amount will be based on the actual cost.
   e. The cost estimate must include a reduction to account for any anticipated insurance proceeds based on the Applicant's insurance policy, or if known, the actual insurance proceeds.

2. A FEMA-funded, independent panel of cost estimating experts may review project estimates. The review will be limited to issues pertaining to the estimated cost and the panel will not make decisions related to the eligibility of work. However, it may make determinations about whether cost elements are required to execute the SOW. The panel may review cost documentation for completed work, if necessary.
   a. FEMA may request the independent panel review for any cost estimate.
   b. Applicants may request the panel review the estimate for any project with an estimated Federal share of at least $5 million.
   c. All project estimates with an estimated Federal share of $25 million or greater will be reviewed by the independent panel.

d. The panel will complete its review before FEMA transmits the fixed-cost offer.

H. INSURANCE

Outcome: Ensure FEMA assistance does not duplicate insurance proceeds.

1. Fixed-cost amounts will be reduced to avoid duplication with insurance proceeds in accordance with Chapter 2.V.P.1 of the PAPPG. This includes any necessary adjustments at closeout.
2. All insurable facilities for which funds are used (including excess funds) are subject to O&M requirements in accordance with Chapter 2.VII.A of the PAPPG. If the Applicant does not comply with the O&M requirement, FEMA will deobligate the fixed amounts related to the non-compliance and the facilities for which the Applicant failed to comply will not be eligible for future PA funding.

I. CLOSEOUT REQUIREMENTS

Outcome: Reduce the administrative costs associated with closeout by simplifying closeout documentation requirements and incentivize timely closeout.

1. Work must be completed by the end of the latest Pilot Project period of performance and the Recipient must certify that all incurred costs are associated with the approved SOW and that the Applicant completed all work in accordance with FEMA regulations and policies. The Recipient must submit its certification to FEMA within 180 days of the Applicant completing its last Pilot Project or the latest Pilot Project deadline, whichever occurs first, in order for the Applicant to retain and use any excess funds.
2. The closeout certification must include a final report of Pilot Project costs and documentation to support the following:
   a. Summary of actual work completed;
   b. Mitigation measures achieved, if applicable;
   c. Compliance with EHP requirements;
   d. Compliance with the O&M insurance requirement;
   e. Summary of total actual costs to complete the Pilot Projects;
   f. Compliance with Federal procurement procedures; and
   g. Actual insurance proceeds received.
3. Applicants do not need to track costs to specific work items. Applicants only need to substantiate and certify that all claimed costs are related to the overall work deemed eligible for the Pilot Projects.
4. Applicants must comply with the requirements of 2 CFR Part 200, including document retention.

J. APPEALS

FEMA will not consider appeals on a Pilot Project unless it is related to a cost adjustment made by FEMA after the fixed-cost offer is accepted (i.e., related to insurance, non-compliance, or an audit). Any disagreement on damage, SOW, or cost must be resolved

prior to accepting a fixed-cost offer. Additionally, time extension denials on a Pilot Project are not appealable.

K. AUDITS

The U.S. Department of Homeland Security's Office of Inspector General and the U.S. Government Accountability Office have authority to audit any project. Once the Applicant signs the fixed-cost offer, FEMA may still adjust funding due to audit findings.

L. PILOT POLICY VERSUS STANDARD PA POLICY

The following table summarizes the differences between the Alternative Procedures Pilot policy and the standard PA policy:

Alternative Procedures Policy	Standard Policy
Fixed-cost project with use of excess funds.	Actual cost project. No retention of excess funds associated with the approved estimate.
May use funds across all Pilot projects.	Can only use funds toward the specific work identified in each specific project.
After FEMA approves a SOW, approval is only required for changes that involve buildings or structures aged 45 years or older, ground disturbing activities, or work in or near water.	After FEMA approves a SOW, approval is required for any change to the SOW.
Do not need to track costs associated with changes to the SOW.	Must track costs associated with all changes to the SOW.
Do not need to track costs to specific work items. Only need to track the total costs associated with the Pilot Projects.	Must track costs specific to each work item within each individual project.
Do not need to track work to specific Pilot Projects. Only need to substantiate that the work is related to the approved SOW covered in the Pilot Projects.	Must track all work to each individual project.

Keith Turi
Assistant Administrator, Recovery Directorate

August 29, 2019
Date

ADDITIONAL INFORMATION

REVIEW CYCLE

This policy will be reviewed, reissued, revised or rescinded by the Assistant Administrator of Recovery within 4 years of the date of signature on this policy.

AUTHORITIES

Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. § 5121, *et seq.,* as amended.

QUESTIONS

Direct questions to Tod Wells, Acting Director, Public Assistance Division, at Tod.Wells@fema.dhs.gov.

Attachment G

PUBLIC ASSISTANCE PROGRAM GUIDANCE

1. RECIPIENT'S WEB-BASED PROJECT MANAGEMENT SYSTEM

Sub-Recipients must use the Recipient's web-based project management system to access and exchange project information with the State throughout the project's life. This includes processing payments, reimbursement requests, quarterly reports, final inspection schedules, change requests, time extensions, and other services as identified in the Agreement. Training on this system will be supplied by the Recipient upon request by the Sub-Recipient.

2. PROJECT DOCUMENTATION

The Sub-Recipient must maintain all source documentation supporting the project costs. To facilitate closeout and audits, the Applicant should **file all documentation pertaining to each project with the corresponding PW as the permanent record of the project**. In order to validate Large Project Requests for Reimbursement (RFRs), all supporting documents should be uploaded to the grants management system website. Contact the grant manager with questions about how and where to upload documents, and for assistance linking common documents that apply to more than one (1) PW.

The Sub-Recipient must retain sufficient records to show its compliance with the terms of this Agreement, including documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives under this Agreement and all other applicable laws and regulations, for a period of five (5) years from the date of the Sub-Recipient account closeout by FEMA.

The five (5) year period is extended if any litigation, claim or audit is started before the five (5) year period expires, and extends beyond the five (5) year period. The records must then be retained until all litigation, claims, or audit findings involving the records have been resolved.

Records for the disposition of non-expendable personal property valued at $5,000 or more at the time it is acquired must be retained for five (5) years after final account closeout.

Records relating to the acquisition of real property must be retained for five (5) years after final account closeout.

3. INTERIM INSPECTIONS

Interim Inspections may be requested by the Sub-Recipient, on both small and large projects, to:

i. Conduct insurance reconciliations;

ii. Review an alternate scope of work;

iii. Review an improved scope of work; and/or,

iv. Validate scope of work and/or cost.

Interim Inspections may be scheduled and submitted by the Recipient as a request in the grants management system under the following conditions:

i. A quarterly report has not been updated between quarters;

ii. The Sub-Recipient is not submitting Requests for Reimbursement (RFR's) in a timely manner;

iii. Requests for a Time Extension have been made that exceed the Grantee's/ Recipient's authority to approve; and/or,

iv. There are issues or concerns identified by the Recipient that may impact funding under this agreement.

4. PROJECT RECONCILIATION AND CLOSEOUT

The purpose of closeout is for the Sub-Recipient to certify that all work has been completed. To ensure a timely closeout process, the Sub-Recipient should notify the Recipient within sixty (60) days of Project completion.

The Sub-Recipient should include the following information with its closeout request:

- Certification that project is complete;
- Date of project completion; and,
- Copies of any Recipient time extensions.

Large Projects

With exception of Fixed Cost Estimate Subawards, Alternate Projects and Improved Projects where final costs exceed FEMA's original approval, the final eligible amount for a Large Project is the actual documented cost of the completed, eligible SOW. Therefore, upon completion of each Large Project that FEMA obligated based on an estimated amount; the Sub-Recipient should provide the documentation to support the actual costs. If the actual costs significantly differ from the estimated amount, the Sub-Recipient should provide an explanation for the significant difference.

FEMA reviews the documentation and, if necessary, obligates additional funds or reduces funding based on actual costs to complete the eligible SOW. If the project included approved hazard mitigation measures; FEMA does not re-evaluate the cost-effectiveness of the HMP based on the final actual cost. If during the review, FEMA determines that the Sub-Recipient performed work that was not included in the approved SOW, FEMA will designate the project as an Improved Project, cap the funding at the original estimated amount, and review the additional SOW for EHP compliance.

For Fixed Cost Estimate Subawards, the Applicant must provide documentation to support that it used the funds in accordance with the eligibility criteria described in the PAPPG and guidance provided at http://www.fema.gov/alternative-procedures and in the referenced disaster specific guidance attached hereto.

Once FEMA completes the necessary review and funding adjustments, FEMA closes the project.

Small Projects

Once FEMA obligates a Small Project, FEMA does not adjust the approved amount of an individual Small Project. This applies even when FEMA obligates the PW based on an estimate and actual costs for completing the eligible SOW differ from the estimated amount. FEMA only adjusts the approved amount on individual Small Projects if one of the following conditions applies:

- The Sub-Recipient did not complete the approved SOW;
- The Sub-Recipient requests additional funds related to an eligible change in SOW;
- The PW contains inadvertent errors or omissions; or,
- Actual insurance proceeds differ from the amount deducted in the PW.

In these cases, FEMA only adjusts the specific cost items affected.

If none of the above applies, the Sub-Recipient may request additional funding if the total actual cost of all of its Small Projects combined exceeds the total amount obligated for all of its Small Projects. In this case, the Sub-Recipient must request the additional funding through the appeal process, within sixty (60) days of completion of its last Small Project. FEMA refers to this as a net small project overrun appeal. The appeal must include actual cost documentation for all Small Projects that FEMA originally funded based on estimate amounts.

To ensure that all work has been performed within the scope of work specified on the Project Worksheets, the Recipient will conduct final inspections on Large Projects, and may, at its sole discretion, select one or

more Small Projects to be inspected. Costs determined to be outside of the approved scope of work and/or outside of the approved performance period cannot be reimbursed.

For Hurricane Dorian DR#4468, projects that are under $131,100.00 are considered small projects. In coordination with FEMA, the Division will accept a self-certification of small projects in lieu of project documentation for permanent work projects (Categories C-G). The self-certification will require the applicant to certify that the damaged facility is eligible, the scope of work is eligible, and that the funds will be expended in accordance with State and Federal law. A copy of the self-certification is attached hereto.

This self-certification will be completed during project development in Grants Portal prior to obligation. Once the project is obligated, the Division will reimburse the project without a request for reimbursement. However, in order to close out the project, the applicant must provide before and after photos of the project.

5. TIME EXTENSIONS

FEMA only provides PA funding for work completed and costs incurred within regulatory deadlines. The deadline for **Emergency Work** is six (6) months from the declaration date. The deadline for **Permanent Work** is eighteen (18) months from the declaration date.

Deadlines for Completion of Work	
Type of Work	Months
Emergency Work	6
Permanent Work	18

If the Applicant determines it needs additional time to complete the project, including direct administrative tasks related to the project, it must submit a written request for a Time Extension to the Recipient with the following information:

- Documentation substantiating delays beyond its control;
- A detailed justification for the delay;
- Status of the work; and,
- The project timeline with the projected completion date.

Recipient may extend Emergency Work projects by six (6) months and Permanent Work projects by thirty (30) months. FEMA has authority to extend individual project deadlines beyond these timeframes if extenuating circumstances justify additional time. This applies to all projects with the exception of those projects for temporary facilities.

FEMA generally considers the following to be extenuating circumstances beyond the Applicant's control:

- Permitting or EHP compliance related delays due to other agencies involved
- Environmental limitations (such as short construction window)
- Inclement weather (site access prohibited or adverse impact on construction)

FEMA generally considers the following to be circumstances <u>within the control of the Applicant and not justifiable for a time extension</u>:

- Permitting or environmental delays due to Applicant delays in requesting permits
- Lack of funding
- Change in administration or cost accounting system
- Compilation of cost documentation

Although FEMA only provides PA funding for work performed on or before the approved deadline, the Applicant must still complete the approved SOW for funding to be eligible. FEMA de-obligates funding for any project that the Applicant does not complete. If the Applicant completes a portion of the approved SOW

and the completed work is distinct from the uncompleted work, FEMA only de-obligates funding for the uncompleted work. For example, if one project includes funds for three facilities and the Applicant restores only two of the three facilities, FEMA only de-obligates the amount related to the facility that the Applicant did not restore.

Time Extension requests should be submitted prior to current approved deadlines, be specific to one project, and include the following information with supporting documentation:

- Dates and provisions of all previous time extensions
- Construction timeline/project schedule in support of requested time
- Basis for time extension request:
    - Delay in obtaining permits
        - Permitting agencies involved and application dates
    - Environmental delays or limitations (e.g., short construction window, nesting seasons)
        - Dates of correspondence with various agencies
        - Specific details
- Inclement weather (prolonged severe weather conditions prohibited access to the area, or adversely impacted construction)
    - Specific details
- Other reason for delay
    - Specific details

Submission of a Time Extension request does not automatically grant an extension to the period of performance. Without an approved Time Extension from the State of FEMA (as applicable), any expenses incurred outside the P.O.P. are ineligible.

6. INSURANCE

The Sub-Recipient understands and agrees that disaster funding for insurable facilities provided by FEMA is intended to supplement, not replace, financial assistance from insurance coverage and/or other sources. Actual or anticipated insurance proceeds must be deducted from all applicable FEMA Public Assistance grants in order to avoid a duplication of benefits. The Sub-Recipient further understands and agrees that if Public Assistance funding is obligated for work that is subsequently determined to be covered by insurance and/or other sources of funding, FEMA must de-obligate the funds per Stafford Act Sections 101 (b)(4) and 312 (c).

As a condition of funding under this Agreement, pursuant to 44 C.F.R. §§ 206.252-253, for damaged facilities, the Sub-Recipient understands it must, and it agrees to, maintain such types of insurance as are reasonable and necessary to protect against future loss for the anticipated life of the restorative work or the insured facility, whichever is lesser. Except that the Recipient acknowledges FEMA does not require insurance to be obtained and maintained for projects where the total eligible damage is less than $5,000$^{\underline{00}}$.

In addition to the preceding requirements, the Sub-Recipient understands it is required to obtain and maintain insurance on certain permanent work projects in order to be eligible for Public Assistance funding in future disasters pursuant to § 311 of the Stafford Act. As stated in the Stafford Act, “Such coverage must at a minimum be in the amount of the eligible project costs.” Further, the Stafford Act, requires a Sub-Recipient to purchase and maintain insurance, where that insurance is “reasonably available, adequate or necessary to protect against future loss” to an insurable facility as a condition for receiving disaster assistance funding. The Public Assistance Program and Policy Guide further states, “If the Applicant does not comply with the requirement to obtain and maintain insurance, FEMA will deny or de-obligate PA funds from the current disaster.” If the State Insurance Commissioner certifies that the type and extent of insurance is not “reasonably available, adequate or necessary to protect against future loss” to an insurable facility, the Regional Administrator may modify or waive the requirement in conformity with the certification.

The Sub-Recipient understands and agrees it is responsible for being aware of, and complying with, all insurance considerations contained in the Stafford Act and in 44 C.F.R. §§ 206.252-253.

The Sub-Recipient agrees to notify the Recipient in writing within thirty (30) days of the date it becomes aware of any insurance coverage for the damage identified on the applicable Project Worksheets and of any entitlement to compensation or indemnification from such insurance. The Sub-recipient further agrees

to provide all pertinent insurance information, including but not limited to copies of all policies, declarations pages, insuring agreements, conditions, and exclusions, Statement of Loss, and Statement of Values for each insured damaged facility.

The Sub-Recipient understands and agrees that it is required to pursue payment under its insurance policies to the best of its ability to maximize potential coverage available.

7. COMPLIANCE WITH PLANNING/PERMITTING REGULATIONS AND LAWS

The Sub-Recipient is responsible for the implementation and completion of the approved projects described in the Project Worksheets in a manner acceptable to Recipient, and in accordance with applicable Local, State, and Federal legal requirements.

If applicable, the contract documents for any project undertaken by the Sub-grantee/Sub-Recipient, and any land use permitted by or engaged in by the Sub-grantee/Sub-Recipient, must be consistent with the local government comprehensive plan.

The Sub-Recipient must ensure that any development or development order complies with all applicable planning, permitting, and building requirements including, but not limited to, the National Environmental Policy Act and the National Historic Preservation Act.

The Sub-Recipient must engage such competent, properly licensed, engineering, environmental, archeological, building, and other technical and professional assistance at all project sites as may be needed to ensure that the project complies with the contract documents.

8. FUNDING FOR LARGE PROJECTS

Although Large Project payment must be based on documented actual costs, most Large Projects are initially approved based on estimated costs. Funds are made available to the Sub-Recipient when work is in progress and funds have been expended with documentation of costs available. When all work associated with the project is complete, the State will perform a reconciliation of all costs and will transmit the information to FEMA for its consideration for final funding adjustments (See Closeouts).

The submission from the Sub-Recipient requesting this reimbursement must include:

a) A Request for Reimbursement;

b) A Summary of Documentation (SOD) which is titled Reimbursement Detail Report and is automatically created when the Request for Reimbursement is submitted (and is supported by copies of original documents such as, but not limited to, contract documents, insurance policies, payroll records, daily work logs, invoices, purchase orders, and change orders); and,

c) The FDEM Cost Claim Summary Workbook along with copies of original documents such as contract documents, invoices, change orders, canceled checks (or other proof of expenditure), purchase orders, etc.

9. ADVANCES

1. For a Federally funded contract, any advance payment is also subject to 2 C.F.R., Federal OMB Circulars A-87, A-110, A-122, and the Cash Management Improvement Act of 1990.

2. All advances must be held in an interest-bearing account with the interest being remitted to the Recipient as often as practicable, but not later than ten (10) business days after the close of each calendar quarter.

3. In order to prepare a Request for Advance (RFA) the Sub-Recipient must certify to the Recipient that it has procedures in place to ensure that funds are disbursed to project vendors, contractors, and

subcontractors without unnecessary delay. The Sub-Recipient must prepare and submit a budget that contains a timeline projecting future payment schedules through project completion.

4. A separate RFA must be completed for each Project Worksheet to be included in the Advance Funding Payment. no more than ninety (90) days after receiving its Advance Payment for a specific project. The RFR must account for all expenditures incurred while performing eligible work documented in the applicable Project Worksheet for which the Advance was received.

5. If a reimbursement has been paid prior to the submittal of a request for an advance payment, an Advance cannot be accepted for processing.

6. The Recipient may advance funds to the Sub-Recipient, not exceeding the Federal share, only if the Sub-Recipient meets the following conditions:

a) The Sub-Recipient must certify to the Recipient that Sub-Recipient has procedures in place to ensure that funds are disbursed to project vendors, contractors, and subcontractors without unnecessary delay;

b) The Sub-Recipient must submit to the Recipient the budget supporting the request.

7. The Sub-Recipient must submit a statement justifying the advance and the proposed use of the funds, which also specifies the amount of funds requested and certifies that the advanced funds will be expended no more than ninety (90) days after receipt of the Advance;

8. The Recipient may, in its sole discretion, withhold a portion of the Federal and/or nonfederal share of funding under this Agreement from the Sub-Recipient if the Recipient reasonably expects that the Sub-Recipient cannot meet the projected budgeted timeline or that there may be a subsequent determination by FEMA that a previous disbursement of funds under this or any other Agreement with the Sub-Recipient was improper.

Payments under the Public Assistance Alternative Procedures Program (PAAP) are paid as an Advance Payment.

10. DESIGNATION OF AGENT

The Sub-Recipient must complete Attachment D by designating at least three (3) agents to execute any Requests for Advance or Reimbursement, certifications, or other necessary documentation on behalf of the Sub-Recipient.

After execution of this Agreement, the authorized, primary, and secondary Agent may request changes to contacts via email to the State assigned team.

In the event the Sub-Recipient contacts have not been updated regularly and all three (3) Agents have separated from the Sub-Recipient's agency, a designation of authority form will be needed to change contacts.

NOTE: This is very important because if contacts are not updated, notifications made from the grants management system may not be received and could result in failure to meet time periods to appeal a Federal determination.

11. DUNS Q&A

What is a DUNS number?
The Data Universal Numbering System (DUNS) number is a unique nine-digit identification number provided by Dun & Bradstreet (D&B). The DUNS number is site specific. Therefore, each distinct physical location of an entity such as branches, divisions and headquarters, may be assigned a DUNS number.

Who needs a DUNS number?
Any ***institution*** that wants to submit a grant application to the Federal government. Individual researchers do not need a DUNS number if they are submitting their application through a research organization.

How do I get a DUNS number?
Dun & Bradstreet have designated a special phone number for Federal grant and cooperative agreement applicants/prospective applicants. Call the number below between 8 a.m. and 5 p.m., local time in the 48 contiguous states and speak to a D&B representative. This process will take approximately 5 – 10 minutes and you will receive your DUNS number at the conclusion of the call.
1-866-705-5711

What do I need before I request a DUNS number?
Before you call D&B, you will need the following pieces of information:

- Legal Name
- Headquarters name and ad dress for your organization
- Doing business as (dba) or other name by which your organization is commonly recognized
- Physical address
- Mailing address (if separate from headquarters and/or physical address)
- Telephone number
- Contact name and title
- Number of employees at your physical location

How much does a DUNS number cost?
There is no charge to obtain a DUNS number.

Why does my institution need a DUNS number?
New regulations taking affect Oct. 1, 2003 mandate that a DUNS number be provided on all Federal grant and cooperative agreement applications. The DUNS number will offer a way for the Federal government to better match information across all agencies.

How do I see if my institution already has a DUNS number?
Call the toll free number above and indicate that you are a Federal grant and/or cooperative agreement applicant. D&B will tell you if your organization already has a number assigned. If not, they will ask if you wish to obtain one.

Should we use the +4 extension to the DUNS number?
Although D&B provides the ability to use a 4-digit extension to the DUNS number, neither D&B nor the Federal government assign any importance to the extension. Benefits, if any, derived from the extension will be at your institution only.

Is there anything special that we should do for multi-campus systems?
Multi-campus systems can use what is called a parent DUNS number to aggregate information for the system as a whole. The main campus will need to be assigned a DUNS number. Then each satellite campus will need to reference the main campus DUNS number as their parent DUNS when obtaining their own DUNS number. For NIH grantees, if each campus submits grant applications as a unique grantee organization, then each campus needs to obtain their own DUNS number.

What should we do if our institution has more than 1 DUNS number?
Your institution will need to decide which DUNS number to use for grant application purposes and use only that number.

Are there any exceptions to the new DUNS number rules?

Individuals who would personally receive a grant or cooperative agreement award from the Federal government apart from any business or non-profit organization they may operate are exempt from this requirement.

Who at my institution is responsible for requesting a DUNS number?
This will vary from institution to institution. This should be done by someone knowledgeable about the entire structure of your institution and who has the authority to make such decisions. Typically, this request would come from the finance/accounting department or some other department that conducts business with a large cross section of the institution.

We are an organization new to Federal grant funding so we obviously need a DUNS number. But we don't want to be included in any marketing list. What can we do?

Inclusion on a D&B marketing list is optional. If you do not want your name/organization included on this marketing list, request to be de-listed from D&B's marketing file when you are speaking with a D&B representative during your DUNS number telephone application.

Who do we contact if we have questions?
If you have questions about applying for a DUNS number, contact the Dun & Bradstreet special phone number 1-866-705-5771. If you have questions concerning this new Federal-wide requirement, contact Sandra Swab, Office of Federal Financial Management, 202-395-3993 or via e-mail at sswab@omb.eop.gov.

12. Substitute Form W-9 Submission and My Florida Marketplace (MFMP) Registration

For the purpose of this Agreement, a Sub-Recipient is also a Vendor. The State of Florida requires vendors doing business with the State to submit a Substitute Form W-9. The purpose of a Form W-9 is to provide a Federal Taxpayer Identification Number (TIN), official entity name, a business designation (sole proprietorship, corporation, partnership, etc.), and other taxpayer information to the State. Submission of a Form W-9 ensures that the State's vendor records and Form 1099 reporting are accurate. Due to specific State of Florida requirements, the State will not accept the Internal Revenue Service Form W-9.

Effective March 5, 2012, State of Florida agencies will not be permitted to place orders for goods and services **or make payments to any vendor that does not have a verified Substitute W-9 on file** with the Department of Financial Services. Vendors are required to register and submit a Form W-9 on the State's Vendor Website at https://flvendor.myfloridacfo.com.

Sub-recipient must register with My Florida Marketplace utilizing myfloridamarketplace.com website concurrent with the execution of this agreement. Registration must be complete prior to returning this agreement to FDEM for execution.

13. Small, Women Owned and Minority Owned Businesses

2 CFR 200.321 requires a non-Federal entity take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. These affirmative steps must include:

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

Attachment H

FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)
INSTRUCTIONS AND WORKSHEET

PURPOSE: The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006. The intent of this legislation is to empower every American with the ability to hold the government accountable for each spending decision. The FFATA legislation requires information on Federal awards (Federal assistance and expenditures) be made available to the public via a single, searchable website, which is http://www.usaspending.gov/.

The FFATA Subaward Reporting System (FSRS) is the reporting tool the Florida Division of Emergency Management ("FDEM" or "Division") must use to capture and report sub-award and executive compensation data regarding first-tier subawards that obligate $25,000 or more in Federal funds (excluding Recovery funds as defined in section 1512(a) (2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5).

Note: This "Instructions and Worksheet" is meant to explain the requirements of the FFATA and give clarity to the FFATA Form distributed to sub-awardees for completion. All pertinent information below should be filled out, signed, and returned to the project manager.

ORGANIZATION AND PROJECT INFORMATION

The following information must be provided to the FDEM prior to the FDEM's issuance of a subaward (Agreement) that obligates $25,000 or more in Federal funds as described above. Please provide the following information and return the signed form to the Division as requested.

PRINCIPAL PLACE OF PROJECT PERFORMANCE (IF DIFFERENT THAN PRINCIPAL PLACE OF BUSINESS): _____

ADDRESS LINE 1: _____

ADDRESS LINE 2: _____

ADDRESS LINE 3: _____

CITY _____ STATE _____ ZIP CODE+4** _____

CONGRESSIONAL DISTRICT FOR PRINCIPAL PLACE OF PROJECT PERFORMANCE:

**Providing the Zip+4 ensures that the correct Congressional District is reported.

Private non-profits and state agencies may move to the signature block below to complete the certification and submittal process.

EXECUTIVE COMPENSATION INFORMATION:

1. In your business or organization's previous fiscal year, did your business or organization (including parent organization, all branches, and all affiliates worldwide):
    a. Receive 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards);

    AND

b. $25,000,000 or more in annual gross revenues from U.S. Federal procurement contracts (and subcontracts) and Federal financial assistance (e.g. loans, grants, subgrants, and/or cooperative agreements, etc.) subject to the Transparency Act?

Yes ☐ No ☒

If the answer to Question 1 is "Yes," continue to Question 2. If the answer to Question 1 is "No", move to the signature block below to complete the certification and submittal process.

2. Does the public have access to information about the compensation of the executives in your business or organization (including parent organization, all branches, and all affiliates worldwide) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) Section 6104 of the Internal Revenue Code of 1986?

Yes ☐ No ☐

If the answer to Question 2 is "Yes," move to the signature block below to complete the certification and submittal process. [Note: Securities Exchange Commission information should be accessible at http//www.sec.gov/answers/execomp.htm. Requests for Internal Revenue Service (IRS) information should be directed to the local IRS for further assistance.]

If the answer to Question 2 is "No," provide the information required in the "TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR" appearing below to report the "Total Compensation" for the five (5) most highly compensated "Executives", in rank order, in your organization. For purposes of this request, the following terms apply as defined in 2 CFR Ch. 1 Part 170 Appendix A:

"Executive" is defined as "officers, managing partners, or other employees in management positions".

"Total Compensation" is defined as the cash and noncash dollar value earned by the executive during the most recently completed fiscal year and includes the following:

i. Salary and bonus.

ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

v. Above-market earnings on deferred compensation which is not tax-qualified.

vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds $10,000.

TOTAL COMPENSATION CHART FOR MOST RECENTLY COMPLETED FISCAL YEAR

(Date of Fiscal Year Completion _____)

Rank (Highest to Lowest)	**Name (Last, First, MI)**	**Title**	**Total Compensation for Most Recently Completed Fiscal Year**
1	N/A		
2			
3			
4			
5			

THE UNDERSIGNED CERTIFIES THAT ON THE DATE WRITTEN BELOW, THE INFORMATION PROVIDED HEREIN IS ACCURATE.

SIGNATURE: _____

NAME AND TITLE: Donald O. Burnette, Mayor

DATE: July 21, 2020

CONTRACT PROVISIONS TEMPLATE

FEMA Office of Chief Counsel

Procurement Disaster Assistance Team

U. S. Department of Homeland Security
Headquarters
500 C St SW
Washington, D.C. 20042
FEMA

INTRODUCTION

If a non-Federal entity (state or non-state) wants to use federal funds to pay or reimburse their expenses for equipment or services under a contract, that contract **must** contain the applicable clauses described in Appendix II to the Uniform Rules (Contract Provisions for Non-Federal Entity Contracts Under Federal Awards) under 2 C.F.R. § 200.326. In addition, there are certain contract clauses which are recommended by FEMA.

This document outlines the federally required contract provisions in addition to FEMA-recommended provisions.

- For some of the required clauses, sample language or references to find sample language are provided.
- Sample language for certain required clauses (remedies, termination for cause and convenience, changes) is not provided since these must be drafted in accordance with the non-Federal entity's applicable local laws and procedures.
- For the clauses which require that exact language be included, the required language is provided. Those clauses are specifically identified below.

Please note that the non-Federal entity alone is responsible for ensuring that all language included in their contracts meets the requirements of 2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II.

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Headquarters
500 C St SW
Washington, D.C. 20042
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Required Contract Provisions: Quick Reference Guide

KEY
Required/Recommended Provision ☐
Required/Recommended Provision and Required Exact Language ☐
Not Required for PA Awards (Grants) ☐

	Required Provision	Contract Criteria	Sample Language?
1.	Legal/contractual/administrative remedies for breach of contract	> Simplified Acquisition Threshold ($250k)	No. It is based on applicant's procedures.
2.	Termination for cause or convenience	> $10k	No. It is based on applicant's procedures.
3.	Equal Employment Opportunity	Construction work	Yes. 41 CFR Part 60-1.4(b)
4.	Davis Bacon Act	Construction work	**Not applicable to PA grants**
5.	Copeland Anti-Kickback Act	Construction work > $2k	**Not applicable to PA grants**
6.	Contract Work Hours and Safety Standards Act	> $100k + mechanics or laborers	Yes. 29 CFR 5.5(b)
7.	Rights to inventions made under a contract or agreement	Funding agreement	**Not applicable to PA grants**
8.	Clean Air Act and Federal Water Pollution Control Act	>$150k	Yes
9.	Debarment and Suspension	All	Yes
10.	Byrd Anti-Lobbying Amendment	All (>$100k: Certification)	Yes. Clause and certification
11.	Procurement of Recovered Materials	Applicant is a state or political subdivision of a state. Work involves the use of materials.	Yes

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Recommended Contract Provisions: Quick Reference Guide

	Recommended Provision	Contract Criteria	Sample Language?
1.	Access to Records	All	Yes
2.	Contract Changes or Modifications	All	No. It depends on nature of contract and end-item procured.
3.	DHS Seal, Logo, and Flags	All	Yes
4.	Compliance with Federal Law, Regulations and Executive Orders	All	Yes
5.	No Obligation by Federal Government	All	Yes
6.	Program Fraud and False or Fraudulent Statements or Related Acts	All	Yes

REQUIRED CONTRACT PROVISIONS

1. REMEDIES

a. Standard. Contracts for more than the simplified acquisition threshold, currently set at $250,000, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II(A).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

2. TERMINATION FOR CAUSE AND CONVENIENCE

a. Standard. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity, including the manner by which it will be effected and the basis for settlement. See 2 C.F.R. Part 200, Appendix II(B).

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

3. EQUAL EMPLOYMENT OPPORTUNITY

If applicable, exact language below in subsection 3.d is required.

a. Standard. Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246**,** *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II(C).

b. Key Definitions.

i. Federally Assisted Construction Contract. The regulation at 41 C.F.R. § 60-1.3 defines a "federally assisted construction contract" as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

ii. Construction Work. The regulation at 41 C.F.R. § 60-1.3 defines "construction work" as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

c. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs.

d. Required Language. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause.

During the performance of this contract, the contractor agrees as follows:

(1) 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.

(2) 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.

(3) 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.

(4) 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.

(5) 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.

(6) 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.

(7) 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.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) 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 a 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 applicant 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 applicant 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 applicant 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 applicant 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 applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

4. DAVIS-BACON ACT

a. Standard. All prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction). See 2 C.F.R. Part 200, Appendix II(D). In accordance with the statute, contractors must be 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, contractors must be required to pay wages not less than once a week.

b. Applicability. The Davis-Bacon Act only applies to the Emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It DOES NOT apply to other FEMA grant and cooperative agreement programs, including the Public Assistance Program.**

c. Requirements. If applicable, the non-federal entity must do the following:

i. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

ii. Additionally, pursuant 2 C.F.R. Part 200, Appendix II(D), contracts subject to the Davis-Bacon Act, must also include a provision for compliance with

the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA.

iii. Include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

Suggested Language. The following provides a sample contract clause:

Compliance with the Davis-Bacon Act.

a. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

b. Contractors are 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.

c. Additionally, contractors are required to pay wages not less than once a week.

5. COPELAND ANTI-KICKBACK ACT

a. Standard. Recipient and subrecipient contracts must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").

b. Applicability. This requirement applies to all contracts for construction or repair work above $2,000 in situations where the Davis-Bacon Act also applies. **It DOES NOT apply to the FEMA Public Assistance Program**.

c. Requirements. If applicable, the non-federal entity must include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). Each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA. Additionally, in accordance with the regulation, each contractor and subcontractor must furnish each week a statement with respect to the wages paid each of its employees engaged in work covered by the Copeland Anti-Kickback Act and the Davis Bacon Act during the preceding weekly payroll period. The report shall be delivered by the contractor or subcontractor, within seven days after the regular payment date of the payroll period, to a representative of a Federal or State agency in charge at the site of the building or work.

Sample Language. The following provides a sample contract clause:

Compliance with the Copeland "Anti-Kickback" 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 as may be applicable, which are incorporated by reference into this 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."

6. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

a. Standard. Where applicable (see 40 U.S.C. §§ 3701-3708), all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II(E). Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Further, no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

b. Applicability. This requirement applies to all FEMA contracts awarded by the non-federal entity in excess of $100,000 under grant and cooperative agreement programs that involve the employment of mechanics or laborers. It is applicable to construction work. These requirements do not apply to the purchase of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

c. Suggested Language. The regulation at 29 C.F.R. § 5.5(b) provides contract clause language concerning compliance with the Contract Work Hours and Safety Standards Act. FEMA suggests including the following contract clause:

Compliance with the Contract Work Hours and Safety Standards Act.

(1) *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.

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (b)(1) 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 (b)(1) 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 (b)(1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The (**write in the name of the Federal agency or the loan or grant recipient**) 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)(2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) 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 (b)(1) through (4) of this section.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT

a. Standard. If the FEMA award meets the definition of "funding agreement" under 37C.F.R. § 401.2(a) and the non-Federal entity 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 non-Federal entity must comply with the requirements of 37 C.F.R. 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 FEMA. See 2 C.F.R. Part 200, Appendix II(F).

b. Applicability. This requirement applies to "*funding agreements*," but it **DOES NOT apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of "fundingagreement."

c. Funding Agreements Definition. The regulation at 37 C.F.R. § 401.2(a) defines "funding agreement" as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

a. Standard. If applicable, contracts must contain a provision that requires the contractor to agree 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 FEMA and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II(G).

b. Applicability. This requirement applies to contracts awarded by a non-federal entity of amounts in excess of $150,000 under a federal grant.

c. Suggested Language. The following provides a sample contract clause.

Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as

amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the (**name of applicant entering into the contract**) and understands and agrees that the (**name of the applicant entering into the contract**) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

2. The contractor agrees to report each violation to the (**name of the applicant entering into the contract**) and understands and agrees that the (**name of the applicant entering into the contract**) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3. The contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by FEMA.

9. DEBARMENT AND SUSPENSION

a. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

b. Applicability. This requirement applies to all FEMA grant and cooperative

agreement programs.

c. Requirements.

i. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II(H); and 2 C.F.R. § 200.213. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that 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. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530.

ii. In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although"covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipients.

iii. Specifically, a covered transaction includes the following contracts for goods or services:

1. The contract is awarded by a recipient or subrecipient in the amount of at least $25,000.

2. The contract requires the approval of FEMA, regardless of amount.

3. The contract is for federally-required audit services.

4. A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or is in excess of $25,000.

d. Suggested Language. The following provides a debarment and suspension

clause. It incorporates an optional method of verifying that contractors are not excluded or disqualified.

Suspension and Debarment

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by (**insert name of recipient/subrecipient/applicant**). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (**insert name of recipient/subrecipient/applicant**), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

(4) The bidder or proposer agrees to comply with the requirements of2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

a. Standard. 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. FEMA's regulation at 44 C.F.R. Part 18 implements the requirements of 31 U.S.C. § 1352 and provides, in Appendix A to Part 18, a copy of the certification that is required to be completed by each entity as described in 31 U.S.C. § 1352. Each tier must 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 Federal awarding agency.

b. Applicability. This requirement applies to all FEMA grant and cooperative agreement programs. Contractors that apply or bid for a contract of $100,000 or more under a federal grant must file the required certification. See 2 C.F.R. Part 200, Appendix II(I); 31 U.S.C. § 1352; and 44 C.F.R. Part 18.

c. Suggested Language.

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

Contractors who apply or bid for an award of $100,000 or more shall file the required certification. 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.

d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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 accuracyof 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.

_____
Signature of Contractor's Authorized Official

_____
Name and Title of Contractor's Authorized Official

_____
Date

11. PROCUREMENT OF RECOVERED MATERIALS

a. Standard. A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. See 2 C.F.R. Part 200, Appendix II(J); and 2 C.F.R. § 200.322.

b. Applicability. This requirement applies to all contracts awarded by a non-federal entity under FEMA grant and cooperative agreement programs.

c. Requirements. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. 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 by 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.

d. Suggested Language.

i. 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—
   1. Competitively within a timeframe providing forcompliance with the contract performance schedule;
   2. Meeting contract performance requirements; or
   3. At a reasonable price.

ii. 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.

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

RECOMMENDED CONTRACT PROVISIONS

The Uniform Rules authorize FEMA to require additional provisions for non-Federal entity contracts. Although FEMA does not currently require additional provisions, **FEMA recommends** the following:

1. ACCESS TO RECORDS

a. Standard. All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. Recipients must give DHS/FEMA access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations *and* other applicable laws or program guidance. See DHS Standard Terms and Conditions: Version 8.1 (2018). Additionally, Section 1225 of the Disaster Recovery Reform Act of 2018 prohibits FEMA from providing reimbursement to any state, local, tribal, or territorial government, or private non-profit for activities made pursuant to a contract that purports to prohibit audits or internal reviews by the FEMA administrator or Comptroller General.

b. Suggested Language.

Access to Records. The following access to records requirements apply to this contract:

(1) The Contractor agrees to provide (**insert name of state agency or local or Indian tribal government**), (**insert name of recipient**), 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.

(2) 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.

(3) 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.

(4) In compliance with the Disaster Recovery Act of 2018, the (**write in name of the non-federal entity**) 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.

2. CHANGES

a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope.

b. Applicability. FEMA recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

3. DHS SEAL, LOGO, AND FLAGS

a. Standard. Recipients must obtain permission prior to using the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials. See DHS Standard Terms and Conditions: Version 8.1 (2018).

b. Applicability. FEMA recommends that all non-Federal entities place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

c. Suggested Language.

"The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval."

4. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

a. Standard. The recipient and its contractors are required to comply with all Federal laws, regulations, and executive orders.

b. Applicability. FEMA recommends that all non-Federal entities place into their contracts an acknowledgement that FEMA financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA policies, procedures, anddirectives.

c. Suggested Language.

"This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives."

5. NO OBLIGATION BY FEDERAL GOVERNMENT

a. Standard. FEMA is not a party to any transaction between the recipient and its contractor. FEMA is not subject to any obligations or liable to any party for any matter relating to the contract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that states that the Federal Government is not a party to the contract 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.

c. Suggested Language.

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

6. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

a. Standard. Recipients must comply with the requirements of The False Claims Act (31 U.S.C. §§ 3729-3733) which prohibits the submission of false or

fraudulent claims for payment to the federal government. See DHS Standard Terms and Conditions: Version 8.1 (2018); and 31 U.S.C. §§ 3801-3812, which details the administrative remedies for false claims and statements made. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to thecontract.

b. Applicability. FEMA recommends that the non-Federal entity include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

c. Suggested Language.

"The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract."

Attachment J
DHS OIG AUDIT ISSUES and ACKNOWLEDGEMENT

The Department of Homeland Security (DHS) Office of Inspector General (OIG) was tasked by Congress to audit all FEMA projects for fiscal year 2014. A synopsis of those findings are listed below:

There have been 32 separate instances where Grantees/Recipients or Sub-Recipients did not follow the prescribed rules to the point that the OIG believed the below listed violations could have nullified the FEMA/State agreement.

1. Non Competitive contracting practices.
2. Failure to include required contract provisions.
3. Failure to employ the required procedures to ensure that small, minority, and women's owned firms were all given fair consideration.
4. Improper "cost-plus-a-percentage-of-cost" contracting practices.

The following information comes directly from DHS's OIG Audit Tips for Managing Disaster Related Project Costs; Report Number OIG-16-109-D dated July 1, 2016. The following may be reasons for the disallowance or total de-obligation of funding given under the FEMA/State agreement:

1. Use of improper contracting practices.
2. Unsupported costs.
3. Poor project accounting.
4. Duplication of benefits.
5. Excessive equipment charges (applicability may vary with hazard mitigation projects).
6. Excessive labor and fringe benefit charges.
7. Unrelated project costs.
8. Direct Administrative Costs.
9. Failure to meet the requirement to obtain and maintain insurance.

Key Points that *must* be followed when Administering FEMA Grants:

- Designate one person to coordinate the accumulation of records.
- Establish a separate and distinct account for recording revenue and expenditures, and a separate identifier for each specific FEMA project.
- Ensure that the final claim for each project is supported by amounts recorded in the accounting system.
- Ensure that each expenditure is recorded in the accounting books and references supporting sources of documentation (checks, invoices, etc.) that can be readily retrieved.
- Research insurance coverage and seek reimbursement for the maximum amount. Credit the appropriate FEMA project with that amount.

- Check with your Federal Grant Program Coordinator about availability of funding under other Federal programs (Federal Highways, Housing and Urban Development, etc.) and ensure that the final project claim does not include costs that another Federal agency funded or could have funded.

- Ensure that materials taken from existing inventories for use on FEMA projects are documented by inventory withdrawal and usage records.

- Ensure that expenditures claimed under the FEMA project are reasonable, necessary, directly benefit the project, and are authorized under the "Scope of Work."

I acknowledge that I have received a copy of, and have been briefed on, the above DHS OIG Audit Issues.

City of Port Orange
Sub-Recipient Agency

July 21, 2020
Date

Signature

Donald O. Burnette, Mayor
Printed Name & Title

Attachment K

JUSTIFICATION FOR ADVANCE PAYMENT

RECIPIENT:
If you are requesting an advance, indicate same by checking the box below.

[ ] **ADVANCE REQUESTED**

Advance payment of $ _____ is requested. Balance of payments will be made on a reimbursement basis. These funds are needed to pay pending obligations for eligible work. We would not be able to operate the program without this advance.

If you are requesting an advance, complete the following chart and line item justification below.

BUDGET CATEGORY/LINE ITEMS (list applicable line items)	**20___-20___ Anticipated Expenditures for First Three Months of Agreement**
Example: PW#00001(0)	***Contract Work $1,500,000.00 (provide detailed justification).***
TOTAL EXPENSES	

<u>LINE ITEM JUSTIFICATION</u> (For each line item, provide a **detailed justification** explaining the need for the cash advance. The justification must include supporting documentation that clearly shows the advance **will be expended within the first ninety (90) days of the contract term**. Support documentation should include quotes for purchases, delivery timelines, salary and expense projections, etc. to provide the Division reasonable and necessary support that the advance will be expended within the first ninety (90) days of the contract term. Any advance funds not expended within the first ninety (90) days of the contract term must be returned to the Division Cashier, 2555 Shumard Oak Boulevard, Tallahassee, Florida 32399, within thirty (30) days of receipt, along with any interest earned on the advance).

_____

_____

_____

_____

_____

_____

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/21/2020

Consent item: Yes

SUBJECT: (B7f) Approval of Addendum #1 to Contract with Halifax Humane Society to Include Administrative Fee

DEPARTMENT: City Manager

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Addendum # 1 to contract with Halifax Humane Society for feline sterilization services.

SUMMARY: City Council approved a contract with Halifax Humane Society (HHS) on June 16th, 2020 for feline sterilization related to our Trap Neuter Return (TNR) program. The original contract (as with most contracts the city executes) includes the requirement for waiver of subrogation. This is an insurance requirement that would transfer any worker's compensation claims due to city's error and move it onto the vendor's insurance carrier. While the chances of this occurring under this contract may be low, even one claim could be rather expensive and increase our insurance rates should a claim be paid out.

In order to obtain this waiver of subrogation, HHS's insurance carrier has required an additional $941 for their insurance premium and asked that the city cover the cost. Staff recommends paying for this increased coverage and is submitting this addendum to add an additional $941 to the contract as an annual administrative fee. The prorated amount of $274 covering June - September 2020 will be paid out of the City Manager's budget and the annual amount of $941 will be budgeted for and paid out of the Police Department budget beginning after October 1, 2020

Project No.: Funding Account No.: General Fund City Manager Other Contracted Services

Presenter: Alan Rosen

ATTACHMENTS:

1.	Addendum No. 1 to City HHS Contract for Services 7.7.20	SKM_C754e20070815240.pdf
2.	WOS Letter	WOS Letter.pdf

Alan Rosen Created/Initiated - 6/16/2020

Scott Neils	Approved - 6/16/2020
Matthew Jones	Approved - 7/14/2020
Jake Johansson	Approved - 7/14/2020
Robin Fenwick	Final Approval - 7/14/2020

ADDENDUM NO. 1
to City of Port Orange HHS Contract for Services

This Addendum No. 1 is entered into on the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **HALIFAX HUMANE SOCIETY, INC.** ("Contractor"), a Florida corporation whose principal address is 2364 LPGA Blvd., Daytona Beach, FL 32124 (collectively "the Parties"). The Parties have agreed as follows:

1. This Addendum No. 1 supplements the terms provided in the City of Port Orange HHS Contract for Services between Contractor and City of Port Orange dated June 16, 2020 (the "Contract").

2. This Addendum No. 1 expressly modifies the Contract and in the event of a conflict, the terms and conditions of this Addendum No. 1 shall prevail. Unless modified herein, the original terms of the Contract shall remain in full force and effect.

3. *Annual Administrative Fee*. In addition to the Costs set forth in Ex. A to the Contract, the City shall pay an annual administrative fee to the Contractor in the amount of $941 each fiscal year. The prorated amount to be paid by the City for the first fiscal year of the Contract (June 16, 2020 – September 30, 2020) shall be $274. Each fiscal year thereafter, for the duration of the Contract, the City shall pay the full administrative fee of $941.

4. *Integration*. This Addendum No. 1 shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto.

5. *Contract Construction*. This Addendum No. 1 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 Addendum No. 1 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 Addendum No. 1.

6. *Authority to Sign*. Each person signing this Addendum No. 1 warrants that he or she is duly authorized to do so and to bind the respective party to the Addendum No. 1.

[Remainder of Page Left Blank]

Witnesses:

HALIFAX HUMANE SOCIETY, INC.

Printed Name: Michelle Pari, C.O.O.

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.

Printed Name: Alana Ruszczyk

Date: 7/7/2020

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ✓ physical presence or ____ online notarization, this 7 day of July, 2020, by Miguel Abi-hassan, as CEO of Halifax Humane Society, Inc., a Florida Corporation. He or she is ✓ personally known or ____ produced _____ as identification.

SUSAN RAE HERRIN
MY COMMISSION # GG 177471
EXPIRES: April 26, 2022
Bonded Thru Notary Public Underwriters

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

_____

Printed Name: _____

_____

Printed Name: _____

CITY OF PORT ORANGE

By: _____

Donald O. Burnette, Mayor

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, 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:

_____

Printed Name: _____

_____

Printed Name: _____

Attest:

By: _____

Robin L. Fenwick, MMC, City Clerk

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:

Caton Hosey
Insurance

June 11, 2020

Halifax Humane Society, Inc.
2364 LPGA Blvd.,
Daytona Beach, FL 32124

Policy Type: Workers Compensation
Policy Number: TWC3887836
Policy Term: 07/01/20 to 07/01/21

To Whom it May Concern:

This is to verify that the addition of the Waiver of Subrogation to the above referenced policy has resulted in an increase of the overall premium by $941.00. Please feel free to contact me should you have any questions.

Sincerely,

April Koerner

April Koerner
Account Manager
(386) 523-1506

3731 Nova Road ● Port Orange, FL 32129-4233
386-767-3161 ● Fax: 386-760-1770
www.catonhosey.com

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/21/2020

Consent item: Yes

SUBJECT: (B7g) Approval to Renew the Interlocal Agreement with the Utilities Commission, City of New Smyrna Beach

DEPARTMENT: Public Utilities

GOAL:

RECOMMENDED MOTION: Move to approve the renewal of the Interlocal Agreement with the Utilities Commission of New Smyrna Beach, Florida, effective July 19, 2020, for a four year term for the facilitation and management of the interconnected potable and treated reclaimed water systems authorizing Mayor and City Clerk to execute all necessary documents.

SUMMARY: On July 19, 2016, the City entered an Interlocal Agreement with the Utilities Commission of New Smyrna Beach under which potable and treated reclaimed water can be exchanged for the facilitation and management of the interconnected systems. Each party agrees to transfer and accept excess treated potable water and excess treated reclaimed water effluent from each other pursuant to the terms under the agreement. The parties agree that potable water transfer shall only occur for the purpose of emergency or short term capacity needs.

The initial term is for four (4) years. The agreement can be renewed after the initial term or successive term for a term of four (4) years for each renewal provided both parties are in agreement. Either party may cancel this agreement with six months prior notification.

Project No.: Funding Account No.:

Presenter: Lynn Stevens

ATTACHMENTS:

1.	NSB Utilities Commission Interlocal Renewal	NSB Interlocal Renewal.pdf
2.	Justification Memo Utilities Commission Renewal Interlocal Agmt 2020 to 2024	Justification Memo Utilities Commission Renewal Interlocal Agmt 2020 to 2024.docx
3.	Email From Utilities Comm Agree to Renew Interlocal Agmt no changes 2020 to 2024	Email From Utilities Comm Agree to Renew Interlocal Agmt no changes 2020 to 2024.pdf

4.	New Smyrna Bch Interlocal Agmt for Potable and Reclaimed Water Exchange July 2016	New Smyrna Bch Interlocal Agmt for Potable and Reclaimed Water Exchange July 2016.pdf

Kynah Cockcroft	Created/Initiated - 6/19/2020
Kynah Cockcroft	Approved - 6/19/2020
Julia Wiggins	Approved - 6/19/2020
Junos Reed	Approved - 6/22/2020
Steve Parnell	Approved - 6/22/2020
Lynn Stevens	Approved - 6/26/2020
Lupe Reyna-Coffin	Approved - 7/7/2020
Scott Neils	Approved - 7/7/2020
Matthew Jones	Approved - 7/8/2020
Jake Johansson	Approved - 7/8/2020
Robin Fenwick	Final Approval - 7/8/2020

RENEWAL AGREEMENT NO. 1

THIS RENEWAL AGREEMENT NO. 1 ("Agreement") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation (the "City"), and **UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH FLORIDA, A FLORIDA MUNICIPAL CORPORATION** ("Commission").The City and the Commission are hereinafter collectively referred to as the "Parties."

WHEREAS, the City and Commission, entered into a Interlocal Agreement dated July 19, 2016 for the facilitation and management of the Parties' infrastructure for the purpose of exchange of potable and treated reclaimed water, with an initial four-year term commencing on July 19, 2016 and continuing until July 18, 2020 ("Interlocal"), which provides for additional four (4) year renewal periods, subject to mutual agreement of the Parties; and

WHEREAS, the Parties desire to exercise the first renewal of the Interlocal for a term commencing on July 19, 2020 and continuing until July 18, 2024, and

WHEREAS, the City of Port Orange has determined that the execution of this Agreement is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. The foregoing recitals are true and correct and incorporated herein.

2. *Term*. The term of the Interlocal is hereby renewed for an additional four (4) year period. Notwithstanding the date of execution, the Interlocal renewal shall commence on July 19, 2020 and continue until July 18, 2024.

3. *Counterparts*. 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 the Commission and the City until the City signs this Agreement.

4. All other terms and conditions of the Interlocal shall remain in full force and effect.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this Agreement on the day and year stated hereinafter.

Signed, Sealed and Delivered in the presence of:

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

Date: _____

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

Date: _____

Approved as to form and correctness:

By: _____
Shannon K. Balmer, Assistant City Attorney

UTILITIES COMMISSION, CITY OF
NEW SMYRNA BEACH, FLORIDA

By: _____

Date: _____

Attest: _____

Date: _____

Approved as to form and correctness:

By: _____
COMMISSION ATTORNEY

City of Port Orange
Public Works & Utilities Department

TO: M.H. Johansson, City Manager

THRU: Lynn Stevens, Public Works & Utilities Director

FROM: Steve Parnell, Deputy Director of Public Utilities

DATE: June 22, 2020

SUBJECT: Renew Interlocal Agreement – Utilities Commission of New Smyrna Beach

REQUEST:
The Public Works & Utilities Department is requesting renewal of the Interlocal Agreement with Utilities Commission of New Smyrna Beach for potable water and reclaimed water.

PURPOSE:
Compliance with State and Federal regulations for emergency potable water supply.

CONSIDERATION:
On July 19, 2016, the City entered an Interlocal Agreement with the Utilities Commission of New Smyrna Beach under which potable and treated reclaimed water can be exchanged for the facilitation and management of the interconnected systems. Each party agrees to transfer and accept excess treated potable water and excess treated reclaimed water effluent from each other pursuant to the terms under the agreement. The parties agree that potable water transfer shall only occur for the purpose of emergency or short-term capacity needs.

The initial term is for four (4) years. The agreement can be renewed after the initial term or successive term for a term of four (4) years for each renewal provided both parties are in agreement. Either party may cancel this agreement with six months prior notification.

FUNDING:
-NA-

RECOMMENTATION:
The Public Works & Utilities Department is recommending renewal of the Interlocal Agreement with Utilities Commission of New Smyrna Beach for potable water and reclaimed water.

ANTICIPATED SCHEDULE:
a.) Council Approval – July 21st, 2020

ATTACHMENTS:

a.) Interlocal Agreement
b.) Council Agenda Item
c.) Approval of renewal from UCNSB (email)

Parnell, Steve

From: Dave Hoover <dhoover@ucnsb.org>
Sent: Wednesday, June 17, 2020 11:26 AM
To: Parnell, Steve; Julie Couillard
Cc: Kenny Ho; Thomas West; Stevens, Lynn; Scott Heil; Matt Murray
Subject: RE: [EXT] RE: Interlocal Agreement
Attachments: Interlocal Agreement 2020 UCNSB.pdf

Ok – looks as if the existing agreement is fine as is.....that makes it easy! UC engineering is taking the lead on this one, but I will share a few thoughts as the operations leader in the past.

As always, even though the interconnect can be remotely operated - both operations teams have always proactively communicated and coordinated any active needs to use this supply option, which is a must with potable water supply (before it is actually opened).
And we have held periodic meetings at the interconnect with both operations teams present, which has been beneficial. Then we are fully prepared "when and if".

Thanks again, Dave

From: Parnell, Steve <sparnell@port-orange.org>
Sent: Wednesday, June 17, 2020 10:16 AM
To: Julie Couillard <jcouillard@ucnsb.org>; Dave Hoover <dhoover@ucnsb.org>
Cc: Kenny Ho <kho@ucnsb.org>
Subject: RE: [EXT] RE: Interlocal Agreement

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Julie & Dave,
Please see attached.

Thanks,

Steve Parnell

City of Port Orange
Deputy Director of Public Utilities
Office – 386 506-5761
Cell – 386 299-5731

CITY OF PORT ORANGE
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5500
www.Port-Orange.org

June 16, 2020

Dave Hoover
Utility Director
Utilities Commission, City of New Smyrna Beach

Re: Renewal of Interlocal Agreements for Potable Water and Reclaimed Water Interconnections

Mr. Hoover:

The City of Port Orange would like to submit for mutual consideration our intent to renew the potable water and reclaimed water interconnection agreements pending City Council approval on July 21st, 2020. These agreements were previously renewed by letter agreement in 2016. The agreement states this agreement will remain effective for another four-year term if both parties will provide written statements of concurrence. There are no changes to the City's fee for potable water, see Attachment "A" of agreement and all other conditions of the agreement remain the same.

I look forward to continuing in this beneficial interlocal agreement between our organizations. If you have any questions or wish to discuss this matter, please feel free to contact me at 386 506-5761.

Sincerely,

Steve Parnell

Steve Parnell
Deputy Director Public Utilities

INTERLOCAL AGREEMENT

BETWEEN

THE CITY OF PORT ORANGE, FLORIDA

AND

UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA

This INTERLOCAL AGREEMENT is made this 19 day of July, 2016, by and between the UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH, FLORIDA, a Florida municipal corporation (hereinafter referred to as "COMMISSION") and the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation (hereinafter referred to as "PORT ORANGE"), collectively referred to as the "Parties."

RECITALS

WHEREAS, the COMMISSION and PORT ORANGE operate water treatment systems that produce potable water and sewage treatment systems that produce treated reclaimed water effluent, both which interconnect with each other's like systems; and

WHEREAS, the COMMISSION and PORT ORANGE desire to establish an agreement under which potable and treated reclaimed water can be exchanged; and,

WHEREAS, the COMMISSION and PORT ORANGE have established infrastructure which provides for an interconnect capability for both systems and hereby enter into this agreement for the facilitation and management of those systems.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, it is agreed as follows:

1. Incorporation of Recitals. The foregoing recitals are true and accurate and are incorporated herein by reference.

2. Conditions Precedent. The COMMISSION and PORT ORANGE affirm that no action, suit, proceeding, or other official investigation is threatened, announced, or commenced by any person or federal, state, or local government authority or agency, that seeks to enjoin or assess penalties or damages against, or obtain any judgment, order, or consent decree with respect to either party in connection with their respective representations and obligations under this Agreement.

3. Representations of PORT ORANGE. PORT ORANGE makes the following representations to the COMMISSION:

   a. PORT ORANGE is duly organized and in good standing under the laws of the State of Florida, and is duly qualified and authorized to carry out the governmental functions and operations set forth in this Agreement.
   b. PORT ORANGE has the power, authority, and legal right to enter into and perform the obligations set forth in this Agreement, and the execution, delivery and performance hereof by PORT ORANGE has been duly authorized by the City Council of the City of Port Orange, and does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of PORT ORANGE, except as

otherwise agreed to in writing by the Parties.

4. Representations of the COMMISSION. The COMMISSION makes the following representations to PORT ORANGE:

a. The COMMISSION is duly organized and in good standing under the laws of the State of Florida, and is duly qualified and authorized to carry on the governmental functions and operations set forth in this Agreement.
b. The COMMISSION has the power, authority, and legal right to enter into and perform the obligations set forth in this Agreement, and the execution, delivery and performance hereof by the COMMISSION has been duly authorized by the Utilities Commission, City of New Smyrna Beach, and this agreement does not constitute a default under, or result in the creation of any lien, charge, encumbrance or security interest upon the assets of the COMMISSION, except as otherwise agreed to in writing by the Parties.

5. Statutory Authority. This Agreement shall be considered an Interlocal Agreement pursuant to Chapter 163.01, Florida Statutes. A true and correct copy of this Agreement shall be filed with the Clerk of the Circuit Court in Volusia County.

6. Effective Date; Service; Term of Agreement.

a. The effective date of this Agreement shall be the date of the signature of the last party to sign this Agreement (the "Effective Date").
b. The necessary infrastructure for the interconnection of the potable and reclaimed water systems is complete. Likewise, a metering system is available for each to determine quantity and quality of flow. The potential for potable and reclaimed water transfer is current.
c. The term of this Agreement shall be for a period beginning on the Effective Date and ending on the fourth (4th) anniversary of the Commencement Date. This Agreement may be renewed after the initial term or successive term for a term of four (4) years for each renewal. Each party shall give the other party written notice of its intent to renew six (6) months prior to the end of the current term. Either Party may cancel this agreement with six months prior notification.

7. Distribution and Payment.

a. PORT ORANGE and the COMMISSION agree to transfer and accept excess treated potable water and excess treated reclaimed water effluent from each other pursuant to the terms and provisions found in Attachments "A" and "B" respectively. The parties agree that potable water transfer shall only occur for the purpose of emergency or short term capacity needs. In the event that a transfer between parties is required for regularly scheduled maintenance, the requesting party shall schedule with the providing party as soon as practicable to allow the provider to prepare for the transfer As for this agreement, potable water excess means the unused portion of potable water that may be pumped from wells and processed, which is not stored in reservoirs, or similar facilities, that does not jeopardize the integrity of wells or exceed plant production or exceed C.U.P.'s or any other permits.
b. Nothing contained herein shall be construed to mean that PORT ORANGE or the COMMISSION must transfer any excess treated potable or reclaimed water at any other time.

c. The COMMISSION and PORT ORANGE agree that transfers of treated reclaimed water effluent and/or potable water to the Point of Connection shall be at the rates set forth in Attachments "A" and "B". However, no fee shall be charged, and no fee shall be paid, for the transfer of excess reclaimed water effluent and/or excess potable water transferred between the parties at the request of the transferor.

8. Operations.

a. PORT ORANGE and the COMMISSION shall control actual reclaimed water transfer activities as well as monitoring conditions at their facilities. The Parties shall establish and maintain a mutually agreed upon operating protocol for compatibility and consistency of operations.

b. In order that potable water transfer occurs in a manner that will not adversely impact PORT ORANGE or the COMMISSION's potable water distribution system operations, telemetry monitoring and controls compatible with both parties systems will be provided at the point of system connection. The COMMISSION and PORT ORANGE shall have telemetric ability to initiate a potable water demand command and shall have the ability to monitor conditions of facilities at the point of connection. PORT ORANGE and the COMMISSION shall control actual potable water transfer activities as well as monitoring conditions at their facilities. The Parties shall establish and maintain a mutually agreed upon operating protocol for compatibility and consistency of operations.

c. All potable and reclaimed water exchanged between the parties shall meet the Department of Environmental Protection (DEP) quality standards established for potable water and public access irrigation.

9. Indemnification.

a. Both parties hereto agree, to the extent allowed by law, that each will indemnify and hold harmless the other to the extent permitted by law from any and all liability, claims, damages, expenses, proceedings and causes of action of any kind and/or nature arising out of or connected with the management, control, use, operation; maintenance or repair of the potable and/or treated reclaimed water effluent distribution facilities provided for hereunder subject to Section 768.28, Florida Statutes. Each agree that it will, at its own expense, defend any and all actions, writs or proceedings which are brought against the other and which arise out of circumstances set out previously in this paragraph and it will satisfy, pay and discharge any and all judgments that may be entered against the other in any such actions or proceedings.

10. Notices. All notices required pursuant to this Agreement shall be in writing, and shall be delivered to the parties by United States mail, postage prepaid, or by email with verification of receipt, as follows:

PORT ORANGE Representative:
City of Port Orange
Public Utilities Director
1000 City Center Circle
Port Orange, FL 32127

COMMISSION Representative:
Utilities Commission, City of New Smyrna Beach
Director of Water/Wastewater Operations
P.O. Box 100
New Smyrna Beach, FL 32170-0100

11. Severability. If any section, subsection, sentence, clause, phrase or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction; such portion shall be deemed a separate, distinct and independent provision of such holding, and such holding shall not affect the validity of the remaining portions hereof.

12. Attorney's Fees. In the event of any litigation hereunder to enforce or construe the terms of this Agreement, the prevailing party shall be entitled to an award of its reasonable attorney's fees and court costs incurred in such action.

13. Entirety. This Agreement represents the entire understanding of the parties hereto. Any amendments shall be in writing and signed by both parties.

14. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

15. Applicable Law. The laws of the State of Florida shall govern the validity, interpretation, construction and performance of this Agreement. Venue for any suit involving this Agreement shall be in Volusia County, Florida.

16. Waiver. Unless otherwise specifically provided by the terms of this Agreement, no delay or failure to exercise a right resulting from any breach of this Agreement shall impair such right or shall be construed to be a waiver thereof; but such right may be exercised from time to time and as often as may be deemed expedient. Any waiver shall be in writing and signed by the party granting such waiver. If any representation, warranty or covenant obtained in this Agreement is breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive, either expressly or impliedly, any other breach of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed in their respective name, by their proper officers and their seals on the dates below stated.

Signed, Sealed and Delivered in the presence of:

CITY OF PORT ORANGE

By: _____
Mayor Allen Green

Attest: _____
Robin L. Fenwick, City Clerk

Approved as to form and correctness:

By: _____
PORT ORANGE ATTORNEY
Matthew J. Jones, Deputy City Attorney

UTILITIES COMMISSION, CITY OF
NEW SMYRNA BEACH, FLORIDA

By: _____

(APPROVED BY UC 4-18-16, AI 4-f)

Attest: _____

Approved as to form and correctness:

By: _____
COMMISSION ATTORNEY

ATTACHMENT "A"
Potable Water Sharing Protocol

A. A dual metered interconnection currently exists between the COMMISSION and PORT ORANGE for the purpose of transferring potable water between the two parties. See Attachment "D" for location and configuration.

B. Each side of the metered interconnection includes:
   a. A check valve to maintain the direction of flow through the meter, and
   b. Two (2) isolation valves, one on each party's side of the metered interconnection, and
   c. Telemetry and electric motor operated valves allow each entity remote control of this facility

C. The metered interconnection shall only be opened:
   a. At the request of the receiving party, and
   b. At the mutual agreement and consent of both parties, and
   c. With a designated representative of each party present to activate the valve on their side of the interconnection, or
   d. If an immediate need presents itself, and both parties agree, the interconnect could be more quickly energized remotely to avert system pressure loss in an emergency. A site visit later could still confirm all is operating as intended.

D. The metered interconnection may be closed at any time by request of either party, with proper notification of both parties. At no time will the metered interconnection be left open if the supplying party cannot meet the daily demand within its own potable water system.

E. The dual meters at the interconnection shall be read monthly by the COMMISSION and PORT ORANGE to determine the volume of potable water coming into the Port Orange System from the COMMISSION, as well as the volume withdrawn from the system by the COMMISSION from PORT ORANGE.

F. A monthly invoice of potable water delivered by the supplying entity will be sent to the user, based upon the supplying entity's approved potable water rate (per thousand gallons) in effect at the time the service is provided. The current billable rate by PORT ORANGE to the COMMISSION is $4.24 per thousand gallons, and may be adjusted from time-to-time by the City Council of Port Orange. The current billable rate by the COMMISSION to PORT ORANGE IS $1.54 per thousand gallons for usage up to and including 1,087,000 gallons per month, and $2.05 per thousand gallons for usage above this amount. Thirty days' notice shall be provided by either party prior to any rate adjustment becoming effective.

G. Each party shall provide notice to the other party at least ten (10) days prior to any scheduled pipe cleaning involving the use of free chlorine or similar chemical cleansing agent(s).

ATTACHMENT "B"
Reclaimed Water Sharing Protocol

A. A single metered interconnection currently exists between the COMMISSION and PORT ORANGE for the purpose of transferring reclaimed water from the COMMISSION to PORT ORANGE. See Attachment "C" for location and configuration.

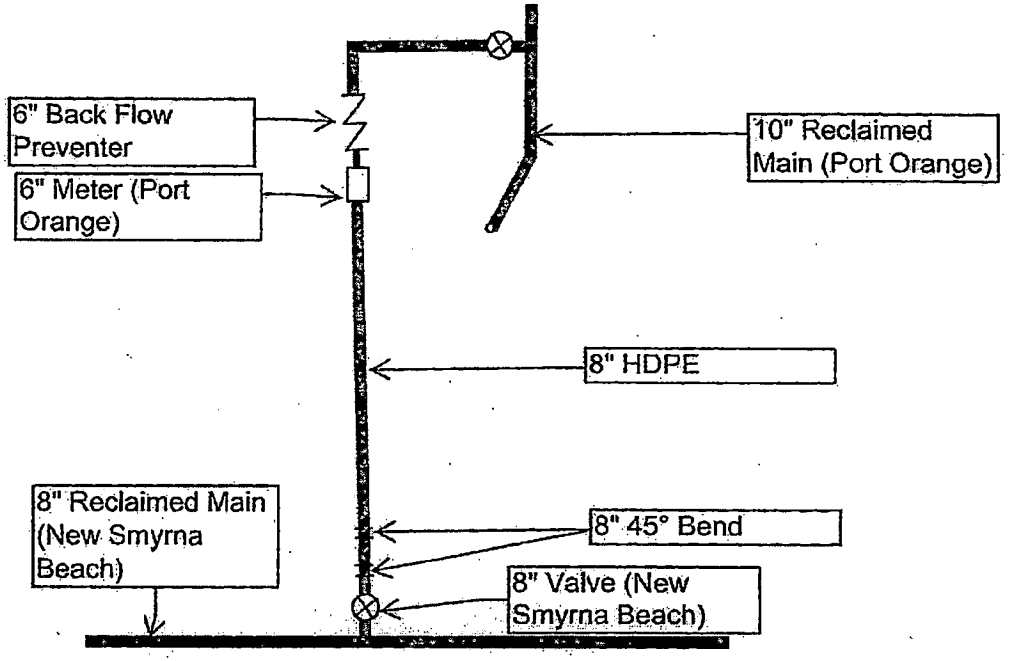
B. The metered interconnection includes:
   a. A check valve to maintain the direction of flow through the meter, and
   b. Two (2) isolation valves, one on each parties side of the metered interconnection.

C. The metered interconnection shall only be opened:
   a. At the request of the receiving party, and
   b. At the mutual agreement and consent of both parties, and
   c. The interconnection shall only be opened with a designated representative of each party present to activate the valve on their side of the interconnection.

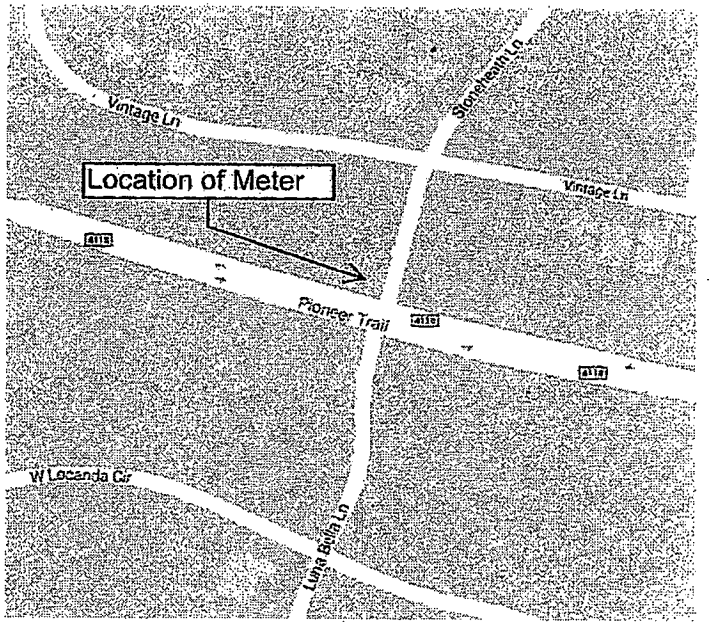
D. The metered interconnection may be closed at any time by request of either party, with proper notification of both parties. At no time will the metered interconnection be left open if the supplying party cannot meet the daily demand within its own reclaimed water system.

E. The single meter at the interconnection shall be read monthly by the COMMISSION and PORT ORANGE to determine the volume of reclaimed water coming into the PORT ORANGE System from the COMMISSION. An invoice will be generated by the COMMISSION indicating the total amount of billable consumption by PORT ORANGE, and will be calculated at the Flow Charge Per KG for Major Users, as shown on the Rates, Charges and Fees Reclaimed Water Rate Schedule of the Utilities Commission; currently $.034 per thousand gallons. This rate may be adjusted from time-to-time by the Commission, and thirty (30) days' notice shall be provided to PORT ORANGE prior to any rate change adjustment becoming effective.

ATTACHMENT "C"

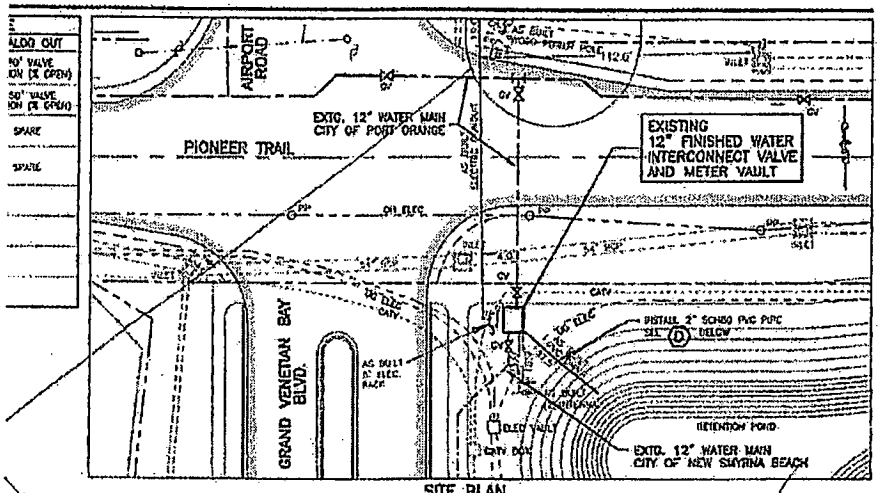


Meter Configuration
N.T.S

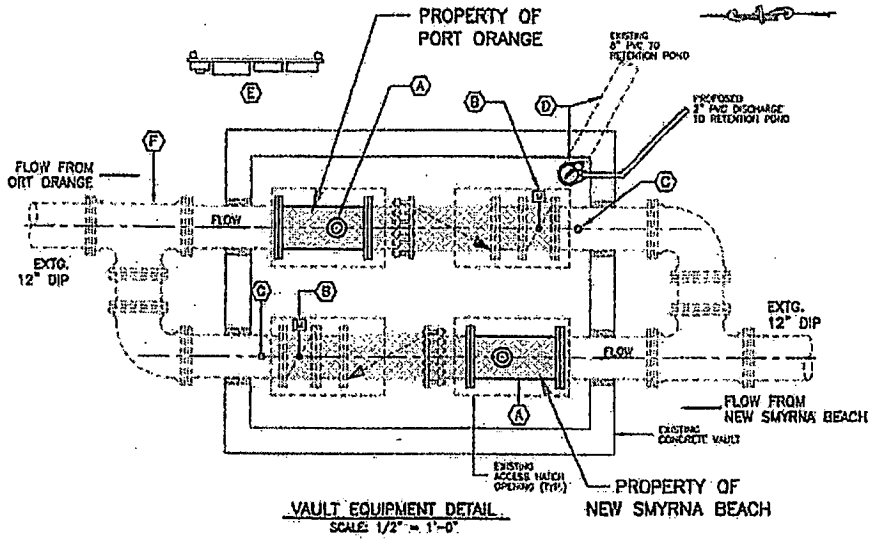


Vicinity Map

ATTACHMENT "D"



SITE PLAN
12" FINISHED WATER INTERCONNECT NSB/PO-1
SCALE: 1" = 30 FT.



VAULT EQUIPMENT DETAIL
SCALE: 1/2" = 1'-0"

LEGEND

(A) 12" DIA. FLOW METERS (2)
WATER SPECIALTIES MODEL ML-04-50 150 PSI
FLANGED TUBE METER WITH TR2531 TRANSMITTER ASSEMBLY

(B) VALVE ACTUATORS (2)
AUMA MODEL SA14.5 MULTI-TURN ELECTRIC ACTUATOR, 120V 1PH
OUTPUT DRIVE MATED TO VALVE STEM

(C) PRESSURE GAUGE AND TRANSMITTER ASSEMBLIES (2)
SEE DETAIL THIS SHEET.

(D) SUMP PUMP (1)
HYDROMATIC SD-33 22 GPM AT 20' TDH, 1/3 HP 120V 1PH WITH 1-1/2" DISCH.
CORE DRILL VAULT WALL AND INSTALL 2" SCH80 PVC PUMP DISCHARGE TO RETENTION POND. END OF PIPE TO EXTEND MIN. 12" INTO POND BEYOND BANK. INSTALL 2" PVC CHECK VALVE AT END OF PIPE. PIPE TO BE INSTALLED WITH MIN. 2 FT. COVER. SEAL VAULT WALL PENETRATION WITH NON-SHRINK GROUT.
NOTE:
PLUG 6" PVC PENETRATION THRU VAULT FLOOR WITH MIN. 6" THK. NON-SHRINK GROUT LEVEL GROUT WITH EXTG. VAULT FLOOR. CLEAN MUD/DEBRIS FROM VAULT FLOOR PRIOR TO INSTALLATION OF SUMP PUMP. ABANDON 6" PVC IN PLACE.

(E) ELECTRICAL RACK (1)
R.T.U. BY TELEMETRY PROVIDER OR P.L.C.S., INSTALL AND CONFIGURE CONDUIT AND POWER SUPPLY TO/FROM FIELD DEVICES.
SEE TELEMETRY SCHEDULE AND ELECTRICAL DETAILS THIS SHEET.

(F) 40-80 PSI NORMAL OPERATING RANGE (UPSTREAM & DOWNSTREAM)

Record Drawing
8/22/07
JRB

Survey

NSB/PO-1
CONNECT EQUIPMENT
DETAILS

RICHARD W. FERNANDEZ, P.E. 14722
MARK A. HAMPTON, P.E. 27391
BRADLEY T. BLAIS, P.E. 47130
DAVID A. KING, P.E. 50609
ANDREW M. GIANNINI, P.E. 48801

DESIGNED	BTB	DATE	08-07
DRAWN	HB	DATE	08-07
CHECKED			
APPROVED			

SCALE AS SHOWN

SHEET NO. 15 OF 26

07-642

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/21/2020

Consent item: Yes

SUBJECT: (B7h) ITB #20-06, Disaster Debris Removal and Disposal Services - Cancel Contract Award to Ceres Environmental Services and award to Graham County Land Co and Phillips & Jordan Inc.

DEPARTMENT: Public Works

GOAL:

RECOMMENDED MOTION: Move to approve cancellation of ITB 20-06 contract award to Ceres Environmental and approve award of ITB 20-06 to Graham County Land Company and Phillips & Jordan Inc.; subject to City Attorney and City Manager Review and approval of final contract documents; and authorizing the Mayor and City Clerk to execute all contract documents; and authorizing the City Manager to execute renewals and Task Authorization issued pursuant to the Contracts.

SUMMARY: On June 16, 2020 City Council approved awarding Bid #20-06 Disaster Debris Removal and Disposal to Ceres Environmental and CrowderGulf Joint Venture, Inc. On June 25, 2020, Ceres Environmental contacted the City and asked to be released from the contract due to an error in their pricing sheet. Staff has reviewed the request and asks City Council to cancel the award of the contract to Ceres Environmental. The remaining contract with CrowderGulf will remain in tact.

Staff also requests City Council approve the award to two additional firms: Graham County Land Company, Robbinsville, NC and Phillips & Jordan Inc., Knoxville, TN. Awarding to a total of three contractors would ensure the services are available post disaster. A standard contract for service will be executed with all three companies and all work would be authorized by Task Authorization. Task Authorization will be executed in the event of a pending storm and the amount would be based upon the volume of disaster-generated debris.

Project No.: Funding Account No.:

Presenter: Lynn Stevens

ATTACHMENTS:

1.	Contract - Phillips and Jordan	Contract - rev.pdf
2.	Contract - Graham County	Contract - Graham County- rev.pdf
3.	Email From Ceres Environmental requesting release from contract ITB20 06 Disaster Debris Removal and Disposal dated 6 25 2020	Email From Ceres Environmental requesting release from contract ITB20 06 Disaster Debris Removal and Disposal dated 6 25 2020.pdf
4.	Department Justification - ITB 20-06	Department Justification - ITB 20-06

	Debris Removal and Disposal Cancellation and Re-Award Request	Debris Removal and Disposal Cancellation and Re-Award Request.pdf
5.	ITB 20-06 Disaster Debris Removal-Disposal Services Notice of Intent 7.8.2020	ITB 20-06 Disaster Debris Removal-Disposal Services Notice of Intent 7.8.2020.pdf

Kynah Cockcroft	Created/Initiated - 7/1/2020
Julia Wiggins	Approved - 7/1/2020
Lynn Stevens	Approved - 7/1/2020
Lupe Reyna-Coffin	Approved - 7/1/2020
Scott Neils	Approved - 7/1/2020
Matthew Jones	Approved - 7/8/2020
Jake Johansson	Approved - 7/8/2020
Robin Fenwick	Final Approval - 7/8/2020

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 **PHILLIPS AND JORDAN, INCORPORATED,** a North Carolina corporation, whose principal address is 10201 Parkside Dr., Suite 300, Knoxville, TN 37922 ("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 torespond. 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.

(vi) 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.

(vii) 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.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) 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: Phillips and Jordan, Incorporated
Attention: Dudley Orr, Vice President
10142 Parkside Dr., Suite # 500
Knoxville, TN 37922
(865) 688-8342

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:

_____
Printed Name:_____

_____
Printed Name:_____

PHILLIPS AND JORDAN, INCORPORATED

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 Phillips and Jordan, Incorporated, a North Carolina 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

_____
Printed Name:_____

By:_____
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 _____, 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"

PROPOSAL FOR DISASTER DEBRIS REMOVAL AND DISPOSAL SERVICES

ITB #20-06

PHILLIPS & JORDAN

10142 Parkside Drive
Suite 500
Knoxville, TN 37922
pandj.com

Contact:
Tommy Webster
disasterservices@pandj.com
865.688.8342

Finance Department, City Hall
1000 City Center Circle
Port Orange, FL 32129

DUE: June 9, 2020 @ 4:30 P.M.

ELECTRONIC

"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:	Phillips & Jordan, Inc.
CONTACT PERSON:	Tommy Webster
EMAIL ADDRESS:	disasterservices@pandj.com
AUTHORIZED SIGNATURE:	Dudley Orr

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	$ 2.00	$ 600,000.00
	Above Grade - Air Curtain Burning: Vegetative Debris	150,000	Cubic Yard	$ 2.25	$ 337,500.00
	Portable - Air Curtain Burning: Vegetative Debris	150,000	Cubic Yard	$ 2.00	$ 300,000.00
	Grinding: Grinding/Chipping Vegetative Debris	600,000	Cubic Yard	$ 1.90	$ 1,140,000.00
				TOTAL MANAGEMENT AND REDUCTION:	$ 2,377,500.00

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	$ 8.45	$ 2,535,000.00
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	$ 8.45	$ 2,535,000.00
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	$ 8.45	$ 2,535,000.00
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	$ 65.00	$ 32,500.00
	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	$ 90.00	$ 45,000.00
				TOTAL WHITE GOODS COLLECT AND HAUL:	$ 77,500.00
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	$ 65.00	$ 6,500.00
	13.0 inch - 24.9 inch diameter	100	Per Tree	$ 95.00	$ 9,500.00
	25.0 inch - 36.9 inch diameter	100	Per Tree	$ 175.00	$ 17,500.00

Tree Operations	37.0 inch - 48.9 inch diameter	100	Per Tree	$ 250.00	$ 25,000.00
	49 inch and greater diameter	100	Per Tree	$ 375.00	$ 37,500.00
	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	$ 110.00	$ 11,000.00
				TOTAL TREE OPERATIONS:	$ 107,000.00
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	$ 5.95	$ 3,570,000.00
	30.1-60.0 Miles	600,000	Cubic Yard	$ 6.50	$ 3,900,000.00
	60.1-90.0 Miles	200,000	Cubic Yard	$ 7.50	$ 1,500,000.00
	90.1-120.0 Miles	100,000	Cubic Yard	$ 8.75	$ 875,000.00
	120.1-150.0 Miles	100,000	Cubic Yard	$ 9.75	$ 975,000.00
	150.1 Miles or Greater	100,000	Cubic Yard	$ 9.75	$ 975,000.00
				TOTAL FINAL DISPOSTION- REDUCED DEBRIS; COLLECT AND HAUL:	$ 11,795,000.00

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	$ 5.95	$ 2,975,000.00
	30.1-60.0 Miles	500,000	Cubic Yard	$ 6.50	$ 3,250,000.00
	60.1-90.0 Miles	300,000	Cubic Yard	$ 7.50	$ 2,250,000.00
	90.1-120.0 Miles	200,000	Cubic Yard	$ 8.75	$ 1,750,000.00
	120.1-150.0 Miles	100,000	Cubic Yard	$ 9.75	$ 975,000.00
	150.1 Miles or Greater	100,000	Cubic Yard	$ 9.75	$ 975,000.00
TOTAL FINAL DISPOSTION- UNREDUCED DEBRIS; COLLECT AND HAUL:					$ 12,175,000.00

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 ho

Category	Labor Category	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
Project Management	Project Manager with truck and cell phone	N/A	HOUR	$ 98.00	N/A
	Field Supervisor with truck and cell phone	N/A	HOUR	$ 89.00	N/A
	Administrative Assistant	N/A	HOUR	$ 49.00	N/A
	Clerical Worker	N/A	HOUR	$ 45.00	N/A

				PROJECT MANAGEMENT TOTAL:	$ 281.00
Work Crews	Heavy Equipment Operator	N/A	HOUR	$ 65.00	N/A
	Tool Operator (Chainsaw)	N/A	HOUR	$ 54.00	N/A
	Traffic Controller (Flagman)	N/A	HOUR	$ 45.00	N/A
	Laborer with Small Tools	N/A	HOUR	$ 49.00	N/A
	Hazardous Materials Worker with Gear	N/A	HOUR	$ 65.00	N/A
	Mechanic with Truck and Tools	N/A	HOUR	$ 90.00	N/A
	Tree Climber with Chainsaw and Gear	N/A	HOUR	$ 64.00	N/A
				WORK CREWS TOTAL:	$ 432.00

SUMMARY OF SCHEDULE A: COST PROPOSAL FEES

Category	Total Price
Management and Reduction	$ 2,377,500.00
Vegetative Collect and Haul	$ 2,535,000.00
C & D Collect and Haul	$ 2,535,000.00

Mixed Debris Collect and Haul	$ 2,535,000.00
White Goods Collect and Haul	$ 77,500.00
Tree Operations	$ 107,000.00
Final Disposition - Reduced Debris; Collect and Haul	$ 11,795,000.00
Final Disposition - Unreduced Debris; Collect and Haul	$ 12,175,000.00
Project Management	$ 281.00
Work Crews	$ 432.00
SCHEDULE A TOTAL:	$ 34,137,713.00

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	$ 9.00
	Electronic Waste - Removal of Electronic Debris that contains hazardous materials; includes computer monitors and televisions.	Pound	$ 5.00
	Biowaste - Removal of waste capable of causing infection to humans (animal waste, human blood, pathological waste)	Pound	$ 10.00

	Putrescent Removal - Removal of debris that will decompose or rot (animals and organic fleshy matter)	Pound	$ 5.00
	Load, Haul and Dispose of Animal Carcasses	Each	$ 2.50
Canal and Waterway Debris Removal	Width 0-4 feet	Cubic Yard	$ 30.00
	Width 4.1-8 feet	Cubic Yard	$ 45.00
	Width 8.1-12 feet	Cubic Yard	$ 48.00
	Width 12.1-16 feet	Cubic Yard	$ 52.00
	Width 16.1-20 feet	Cubic Yard	$ 58.00
	Width 20.1 feet or greater	Cubic Yard	$ 65.00
Sand Collection and Screening	Screen/Sift Sand, Soil and Mud	Cubic Yard	$ 7.00
	Load and Haul Sand, Soil and Mud	Cubic Yard	$ 12.00
Removal and Storage of Vehicles and Vessels	Removal of Eligible Abandoned Vehicle of Vessel to City approved Staging Area		
	Vehicle Removal	Each	$ 200.00
	Vessel Removal (Land)	Linear Foot	$ 20.00
	Vessel Removal (Marine)	Linear Foot	$ 40.00

Hazardous Tree Bracing	6.0 inch - 24.0 inch diameter	Each	$ 50.00
	24.1 inch - 36.0 inch diameter	Each	$ 75.00
	Greater than 36.0 inch diameter	Each	$ 100.00
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	$ 175.00
	36.1-48 inches diameter	Each	$ 250.00
	48.1-72 inches diameter	Each	$ 375.00
	Greater than 72 inches diameter	Each	$ 500.00
OTHER: Define other workers that may be required and the hourly rate to provide	Health/Safety or QC Manager with Pickup Truck	Hour	$ 98.00
	Safety Superintendent	Hour	$ 75.00
	Survey Personnel w/vehicle	Hour	$ 75.00
	Project Engineer	Hour	$ 65.00
	Project Coordinator	Hour	$ 65.00
	Hazardous Material Technician	Hour	$ 65.00

	Hazardous Material Supervisor	Hour	$ 95.00
	Asbestos Abatement Worker	Hour	$ 89.00
	Asbestos abatement Supervisor	Hour	$ 105.00
		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	$ 350.00

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	$ 75.00
2	Aerial Lift, Self Propelled	Max Platform HT	60 ft/To 30 HP	Articulated, Telescoping, Scissor	$ 75.00
3	Aerial Lift, Self Propelled	Max Platform HT	70 ft/To 50 HP	Articulated, Telescoping, Scissor	$ 95.00
4	Aerial Lift, Self Propelled	Max Platform HT	125 ft/To 85 HP	Articulated, Telescoping, Scissor	$ 105.00
5	Aerial Lift, Self Propelled	Max Platform HT	150 ft/To 130 HP	Articulated, Telescoping, Scissor	$ 125.00

6	Aerial Lift, Truck Mounted	Max Platform HT	25 ft	Articulated, Telescoping, Scissor	$ 125.00
7	Aerial Lift, Truck Mounted	Max Platform HT	50 ft	Articulated, Telescoping, Scissor	$ 125.00
8	Aerial Lift, Truck Mounted	Max Platform HT	75 ft	Articulated, Telescoping, Scissor	$ 150.00
9	Aerial Lift, Truck Mounted	Max Platform HT	100 ft	Articulated, Telescoping, Scissor	$ 250.00
10	Breaker, Hand-Held Pavement	N/A	N/A	N/A	$ -
11	Breaker, Pavement	N/A	N/A	N/A	$ -
12	Breaker, Pavement	N/A	N/A	N/A	$ -
13	Breaker, Pavement	N/A	N/A	N/A	$ -
14	Breaker, Pavement	N/A	N/A	N/A	$ -
15	Bucket, Clamshell	Capacity	1.0 CY	N/A	$ 12.00
16	Bucket, Clamshell	Capacity	2.5 CY	N/A	$ 15.00
17	Bucket, Clamshell	Capacity	5.0 CY	N/A	$ 25.00
18	Bucket, Clamshell	Capacity	7.5 CY	N/A	$ 50.00
19	Chainsaw	Bar Length	16 in	N/A	$ 15.00

20	Chainsaw	Bar Length	25 in	N/A	$ 20.00
21	Chainsaw Pole	Bar Size	18 in	N/A	$ 25.00
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	$ 60.00
24	Chipper, Brush	Chipping Capacity	16 in/To 100 HP	Trailer Mounted	$ 75.00
25	Chipper, Brush	Chipping Capacity	18 in/To 125 HP	Trailer Mounted	$ 95.00
26	Chipper, Brush	Chipping Capacity	18 in/To 200 HP	Trailer Mounted	$ 200.00
27	Chipper, Brush	Chipping Capacity	19 in/To 300 HP	Trailer Mounted	$ 300.00
28	Chipper, Brush	Chipping Capacity	20 in/To 450 HP	Trailer Mounted	$ 350.00
29	Chipper, Brush	Chipping Capacity	21 in/To 650 HP	Trailer Mounted	$ 400.00
30	Crane	Max Lift Cap	8 MT/To 80 HP	N/A	$ 360.00
31	Crane	Max Lift Cap	15 MT/To 150 HP	N/A	$ 360.00
32	Crane	Max Lift Cap	27 MT/To 200 HP	N/A	$ 360.00
33	Crane	Max Lift Cap	45 MT/To 300 HP	N/A	$ 480.00

34	Crane	Max Lift Cap	70 MT/To 350 HP	N/A	$ 560.00
35	Crane	Max Lift Cap	110 MT/To 450 HP	N/A	$ 850.00
36	Crane, Truck Mounted	Max Lift Cap	17,600 lbs	N/A	$ 275.00
37	Crane, Truck Mounted	Max Lift Cap	33,000 lbs	N/A	$ 275.00
38	Crane, Truck Mounted	Max Lift Cap	60,000 lbs	N/A	$ 275.00
39	Crane, Truck Mounted	Max Lift Cap	120,000 lbs	N/A	$ 360.00
40	Fork Lift	Capacity	6,000 lbs/To 60 HP	N/A	$ 100.00
41	Fork Lift	Capacity	12,000 lbs/To 90 HP	N/A	$ 150.00
42	Fork Lift	Capacity	18,000 lbs/To 140 HP	N/A	$ 175.00
43	Fork Lift	Capacity	50,000 lbs/To 215 HP	N/A	$ 200.00
44	Loader, Skid-Steer	Operating Capacity	1,000 lbs/To 35 HP	N/A	$ 95.00
45	Loader, Skid-Steer	Operating Capacity	2,000 lbs/To 65 HP	N/A	$ 95.00
46	Loader, Skid-Steer	Operating Capacity	3,000 lbs/To 85 HP	N/A	$ 105.00
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	$ 95.00
49	Loader, Wheel	Bucket Capacity	1 CY/To 60 HP	N/A	$ 100.00
50	Loader, Wheel	Bucket Capacity	2 CY/To 105 HP	N/A	$ 110.00
51	Loader, Wheel	Bucket Capacity	3 CY/To 152 HP	N/A	$ 125.00
52	Loader, Wheel	Bucket Capacity	4 CY/To 200 HP	N/A	$ 145.00
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	$ 185.00
55	Loader, Wheel	Bucket Capacity	7 CY/To 360 HP	N/A	$ 210.00
56	Loader, Wheel	Bucket Capacity	8 CY/To 415 HP	N/A	$ 285.00
57	Loader, Wheel	Bucket Capacity	9 CY/To 470 HP	N/A	$ 300.00
58	Loader, Wheel	Bucket Capacity	10 CY/To 530 HP	N/A	$ 350.00
59	Loader-Backhoe, Wheel	Bucket Capacity	0.5 CY/To 40 HP	Loader and Backhoe Bucket Included	$ 105.00
60	Loader-Backhoe, Wheel	Bucket Capacity	1 CY/To 95 HP	Loader and Backhoe Bucket Included	$ 110.00
61	Loader-Backhoe, Wheel	Bucket Capacity	1.5 CY/To 95 HP	Loader and Backhoe Bucket Included	$ 115.00

62	Loader-Backhoe, Wheel	Bucket Capacity	1.75 CY/To 115 HP	Loader and Backhoe Bucket Included	$ 125.00
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	$ 35.00
65	Saw, Concrete	Blade Diameter	48 in/To 65 HP	N/A	$ 55.00
66	Sweeper, Pavement	N/A	To 110 HP	N/A	$ 85.00
67	Sweeper, Pavement	N/A	To 150 HP	N/A	$ 100.00
68	Sweeper, Pavement	N/A	To 200 HP	N/A	$ 110.00
69	Trailer, Dump	Capacity	20 CY	Does Not Include Prime Mover	$ 25.00
70	Trailer, Dump	Capacity	30 CY	N/A	$ 30.00
71	Trailer, Dump	Capacity	40 CY	Does Not Include Prime Mover	$ 40.00
72	Trailer, Equipment	Capacity	30 Tons	N/A	$ 50.00
73	Trailer, Equipment	Capacity	40 Tons	N/A	$ 60.00
74	Trailer, Equipment	Capacity	60 Tons	N/A	$ 70.00
75	Trailer, Equipment	Capacity	120 Tons	N/A	$ 150.00

76	Truck, Dump	Truck Capacity	8 CY/To 210 HP	N/A	$ 75.00
77	Truck, Dump	Truck Capacity	10 CY/To 235 HP	N/A	$ 85.00
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	$ 95.00
80	Truck, Dump	Truck Capacity	28 CY/To 400 HP	N/A	$ 125.00
81	Truck, Dump	Truck Capacity	40 CY/To 460 HP	N/A	$ 135.00
82	Truck, Dump	Truck Capacity	50 CY/To 620 HP	N/A	$ 135.00
83	Truck, Flatbed	Max Gross Vehicle Weight	15,000 lbs/To 150 HP	N/A	$ 85.00
84	Truck, Flatbed	Max Gross Vehicle Weight	25,000 lbs/To 180 HP	N/A	$ 85.00
85	Truck, Flatbed	Max Gross Vehicle Weight	30,000 lbs/To 215 HP	N/A	$ 90.00
86	Truck, Flatbed	Max Gross Vehicle Weight	45,000 lbs/To 250 HP	N/A	$ 95.00
87	Truck, Flatbed	Max Gross Vehicle Weight	50,000 lbs/To 300 HP	N/A	$ 110.00
88	Truck, Flatbed	Max Gross Vehicle Weight	To 375 HP	N/A	$ 120.00
89	Truck, Flatbed	Max Gross Vehicle Weight	To 450 HP	N/A	$ 130.00

90	Truck, Knuckle Boom	N/A	N/A	Add Flatbed Truck to Truck Mounted Crane	$ 185.00
91	Truck, Pickup	N/A	To 130 HP	N/A	$ 15.00
92	Truck, Pickup	N/A	To 180 HP	N/A	$ 15.00
93	Truck, Pickup	N/A	To 230 HP	N/A	$ 15.00
94	Truck, Pickup	N/A	To 280 HP	N/A	$ 15.00
95	Truck, Tractor	N/A	To 210 HP	N/A	$ 135.00
96	Truck, Tractor	N/A	To 265 HP	N/A	$ 140.00
97	Truck, Tractor	N/A	To 310 HP	N/A	$ 145.00
98	Truck, Tractor	N/A	To 350 HP	N/A	$ 150.00
99	Tub Grinder	N/A	To 400 HP	N/A	$ 400.00
100	Tub Grinder	N/A	To 500 HP	N/A	$ 500.00
101	Tub Grinder	N/A	To 600 HP	N/A	$ 500.00
102	Tub Grinder	N/A	To 700 HP	N/A	$ 500.00
103	Tub Grinder	N/A	To 800 HP	N/A	$ 600.00

104	Tub Grinder	N/A	To 900 HP	N/A	$ 600.00
105	Tub Grinder	N/A	To 1,000 HP	N/A	$ 600.00

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	Hydraulic Excavators, 1.5 CY		CAT 320		$ 135.00
107	Hydraulic Excavators, 2.5 CY		CAT 325		$ 165.00
108	Hydraulic Excavators, 3.5 CY		CAT 330		$ 175.00
109	Bucket Truck		Up to 50' reach		$ 150.00
110	Bucket Truck		Up to 75' reach		$ 225.00
111	Water Truck		2000 gal.		$ 60.00
112	Service/Fuel Truck		Multi		$ 90.00
113	Air Curtain Refractory Incinerator		AirBurners S327/ 8 tons/hr		$ 125.00
114	Walking Floor Trailer w/ Tractor		100 CY		$ 130.00
115	Dozer, Tracked		D5		$ 145.00

116	Dozer, Tracked		D6		$ 165.00
117	Dozer, Tracked		D7		$ 185.00
118	Dozer, Tracked		D8		$ 225.00
119	Knuckleboom Loader Truck (Self-Loading)		35-45- CY Body		$ 225.00
120	Bar Screen (75 hp. w/600 tph. output)		PowerTrak 750		$ 175.00

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 review operations 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 next workday.

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 and properly 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. <u>Removal of Eligible Hazardous Stumps</u>

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, sedimentand 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 environmentalregulations.

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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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 PHILLIPS AND JORDAN, INCORPORATED

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 **PHILLIPS AND JORDAN, INCORPORATED,** a North Carolina corporation, whose principal address is 10201 Parkside Dr., Suite 300, Knoxville, TN 37922 ("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:_____

PHILLIPS AND JORDAN, INCORPORATED

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

_____

Printed Name:_____

By:_____

_____, City Manager

_____

Printed Name:_____

Date:_____

Witnesses:

ATTEST:

_____

Printed Name:_____

By:_____

_____, City Clerk

_____

Printed Name:_____

Date:_____

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: Phillips and Jordan, Incorporated
Principal Business Address: 10201 Parkside Dr., Suite 300
Knoxville, TN 37922
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, **PHILLIPS AND JORDAN, INCORPORATED**, 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:

PHILLIPS AND JORDAN, INCORPORATED

(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 # CA7239

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 **GRAHAM COUNTY LAND COMPANY, LLC,** a North Carolina limited liability company, whose principal address is 750 Tallulah Rd., Robbinsville, NC 28771 ("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.

(vi) 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.

(vii) 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.

(viii) The Contractor will include the portion of the sentence immediately preceding paragraph (i) and the provisions of paragraphs (i) through (viii) 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: Graham County Land Company, LLC
Attention: Randy Jordan, Owner/Managing Member
750 Tallulah Rd.
Robbinsville, NC 28771
(828) 479-3581

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:

_____
Printed Name:_____

_____
Printed Name:_____

GRAHAM COUNTY LAND COMPANY, LLC

By:_____
Printed Name:
Title:
If this Contract is signed by an individual not identified as the Managing Member 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:_____

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 Graham County Land Company, LLC, a North Carolina company. 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

_____
Printed Name:_____

By:_____
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 _____, 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"

GRAHAM COUNTY LAND COMPANY

CITY OF PORT ORANGE - FLORIDA

ITB #20-06 - Disaster Debris Removal & Disposal Services

Graham County Land Company, LLC
750 Tallulah Road
Robbinsville, NC 28771

(828) 479-3581(Office)
(828) 479-0339 (Fax)

www.GCLNC.com

Primary Contact

Bucky Jackson, Sr.
(828)735-3145 (C)
Bucky@GCLNC.com

Alternate Contact

Dwayne Cable
(828)346-6115 (O)
Dwayne@GCLNC.com

"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:	**GRAHAM COUNTY LAND COMPANY, LLC.**
CONTACT PERSON:	**RANDY JORDAN, OWNER / MANAGING MEMBER**
EMAIL ADDRESS:	RANDY@GCLNC.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	$ 2.00	$ 600,000.00
	Above Grade - Air Curtain Burning: Vegetative Debris	150,000	Cubic Yard	$ 1.25	$ 187,500.00
	Portable - Air Curtain Burning: Vegetative Debris	150,000	Cubic Yard	$ 2.95	$ 442,500.00
	Grinding: Grinding/Chipping Vegetative Debris	600,000	Cubic Yard	$ 2.00	$ 1,200,000.00
				TOTAL MANAGEMENT AND REDUCTION:	$ 2,430,000.00
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	$ 6.95	$ 2,085,000.00
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	$ 6.95	$ 2,085,000.00
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	$ 6.95	$ 2,085,000.00

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	$ 40.00	$ 20,000.00
	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	$ 65.00	$ 32,500.00
				TOTAL WHITE GOODS COLLECT AND HAUL:	$ 52,500.00
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	$ 25.00	$ 2,500.00
	13.0 inch - 24.9 inch diameter	100	Per Tree	$ 50.00	$ 5,000.00
	25.0 inch - 36.9 inch diameter	100	Per Tree	$ 150.00	$ 15,000.00
	37.0 inch - 48.9 inch diameter	100	Per Tree	$ 250.00	$ 25,000.00
	49 inch and greater diameter	100	Per Tree	$ 1.00	$ 100.00
	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	$ 45.00	$ 4,500.00
				TOTAL TREE OPERATIONS:	$ 52,100.00
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	$ 5.00	$ 3,000,000.00
	30.1-60.0 Miles	600,000	Cubic Yard	$ 6.50	$ 3,900,000.00
	60.1-90.0 Miles	200,000	Cubic Yard	$ 6.50	$ 1,300,000.00
	90.1-120.0 Miles	100,000	Cubic Yard	$ 7.75	$ 775,000.00
	120.1-150.0 Miles	100,000	Cubic Yard	$ 10.00	$ 1,000,000.00
	150.1 Miles or Greater	100,000	Cubic Yard	$ 10.00	$ 1,000,000.00
				TOTAL FINAL DISPOSTION- REDUCED DEBRIS; COLLECT AND HAUL:	$ 10,975,000.00
	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)				

Final Disposition - Unreduced Debris; Collect and Haul	0-30.0 MILES	500,000	Cubic Yard	$ 5.00	$ 2,500,000.00
	30.1-60.0 Miles	500,000	Cubic Yard	$ 6.50	$ 3,250,000.00
	60.1-90.0 Miles	300,000	Cubic Yard	$ 6.50	$ 1,950,000.00
	90.1-120.0 Miles	200,000	Cubic Yard	$ 7.75	$ 1,550,000.00
	120.1-150.0 Miles	100,000	Cubic Yard	$ 10.00	$ 1,000,000.00
	150.1 Miles or Greater	100,000	Cubic Yard	$ 10.00	$ 1,000,000.00
				TOTAL FINAL DISPOSTION- UNREDUCED DEBRIS; COLLECT AND HAUL:	$ 11,250,000.00

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	$ 85.00	N/A
	Field Supervisor with truck and cell phone	N/A	HOUR	$ 73.00	N/A
	Administrative Assistant	N/A	HOUR	$ 40.00	N/A
	Clerical Worker	N/A	HOUR	$ 28.00	N/A
				PROJECT MANAGEMENT TOTAL:	$ 226.00
Work Crews	Heavy Equipment Operator	N/A	HOUR	$ 60.00	N/A
	Tool Operator (Chainsaw)	N/A	HOUR	$ 58.00	N/A
	Traffic Controller (Flagman)	N/A	HOUR	$ 29.00	N/A
	Laborer with Small Tools	N/A	HOUR	$ 32.00	N/A
	Hazardous Materials Worker with Gear	N/A	HOUR	$ 75.00	N/A
	Mechanic with Truck and Tools	N/A	HOUR	$ 88.00	N/A
	Tree Climber with Chainsaw and Gear	N/A	HOUR	$ 64.00	N/A
				WORK CREWS TOTAL:	$ 406.00

SUMMARY OF SCHEDULE A: COST PROPOSAL FEES

Category	Total Price
Management and Reduction	$ 2,430,000.00
Vegetative Collect and Haul	$ 2,085,000.00
C & D Collect and Haul	$ 2,085,000.00
Mixed Debris Collect and Haul	$ 2,085,000.00
White Goods Collect and Haul	$ 52,500.00
Tree Operations	$ 52,100.00
Final Disposition - Reduced Debris; Collect and Haul	$ 10,975,000.00
Final Disposition - Unreduced Debris; Collect and Haul	$ 11,250,000.00
Project Management	$ 226.00
Work Crews	$ 406.00
SCHEDULE A TOTAL:	$ 31,015,232.00

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	$ 1.00
	Electronic Waste - Removal of Electronic Debris that contains hazardous materials; includes computer monitors and televisions.	Pound	$ 1.00
	Biowaste - Removal of waste capable of causing infection to humans (animal waste, human blood, pathological waste)	Pound	$ 1.00
	Putrescent Removal - Removal of debris that will decompose or rot (animals and organic fleshy matter)	Pound	$ 1.00
	Load, Haul and Dispose of Animal Carcasses	Each	$ 1.00
Canal and Waterway	Width 0-4 feet	Cubic Yard	$ 12.00
	Width 4.1-8 feet	Cubic Yard	$ 12.00
	Width 8.1-12 feet	Cubic Yard	$ 12.00

Waterway Debris Removal	Width 12.1-16 feet	Cubic Yard	$ 12.00
	Width 16.1-20 feet	Cubic Yard	$ 14.00
	Width 20.1 feet or greater	Cubic Yard	$ 16.00
Sand Collection and Screening	Screen/Sift Sand, Soil and Mud	Cubic Yard	$ 10.00
	Load and Haul Sand, Soil and Mud	Cubic Yard	$ 5.00
Removal and Storage of Vehicles and Vessels	Removal of Eligible Abandoned Vehicle of Vessel to City approved Staging Area		
	Vehicle Removal	Each	$ 1.00
	Vessel Removal (Land)	Linear Foot	$ 1.00
	Vessel Removal (Marine)	Linear Foot	$ 50.00
Hazardous Tree Bracing	6.0 inch - 24.0 inch diameter	Each	$ 1.00
	24.1 inch - 36.0 inch diameter	Each	$ 1.00
	Greater than 36.0 inch diameter	Each	$ 1.00
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	$ 150.00
	36.1-48 inches diameter	Each	$ 230.00
	48.1-72 inches diameter	Each	$ 350.00
	Greater than 72 inches diameter	Each	$ 1.00
OTHER: Define other workers that may be		Hour	$ -
		Hour	$ -
		Hour	$ -
		Hour	$ -
		Hour	$ -

required and the hourly rate to provide		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	$ -

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	$ 50.00
2	Aerial Lift, Self Propelled	Max Platform HT	60 ft/To 30 HP	Articulated, Telescoping, Scissor	$ 50.00
3	Aerial Lift, Self Propelled	Max Platform HT	70 ft/To 50 HP	Articulated, Telescoping, Scissor	$ 50.00
4	Aerial Lift, Self Propelled	Max Platform HT	125 ft/To 85 HP	Articulated, Telescoping, Scissor	$ 50.00
5	Aerial Lift, Self Propelled	Max Platform HT	150 ft/To 130 HP	Articulated, Telescoping, Scissor	$ 50.00
6	Aerial Lift, Truck Mounted	Max Platform HT	25 ft	Articulated, Telescoping, Scissor	$ 50.00
7	Aerial Lift, Truck Mounted	Max Platform HT	50 ft	Articulated, Telescoping, Scissor	$ 50.00
8	Aerial Lift, Truck Mounted	Max Platform HT	75 ft	Articulated, Telescoping, Scissor	$ 50.00
9	Aerial Lift, Truck Mounted	Max Platform HT	100 ft	Articulated, Telescoping, Scissor	$ 50.00
10	Breaker, Hand-Held Pavement	N/A	N/A	N/A	$ 30.00
11	Breaker, Pavement	N/A	N/A	N/A	$ 30.00
12	Breaker, Pavement	N/A	N/A	N/A	$ 30.00
13	Breaker, Pavement	N/A	N/A	N/A	$ 30.00

14	Breaker, Pavement	N/A	N/A	N/A	$ 30.00
15	Bucket, Clamshell	Capacity	1.0 CY	N/A	$ 1.00
16	Bucket, Clamshell	Capacity	2.5 CY	N/A	$ 1.00
17	Bucket, Clamshell	Capacity	5.0 CY	N/A	$ 1.00
18	Bucket, Clamshell	Capacity	7.5 CY	N/A	$ 1.00
19	Chainsaw	Bar Length	16 in	N/A	$ 1.00
20	Chainsaw	Bar Length	25 in	N/A	$ 1.00
21	Chainsaw Pole	Bar Size	18 in	N/A	$ 1.00
22	Chipper, Brush	Chipping Capacity	6 in/To 35 HP	Trailer Mounted	$ 35.00
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	$ 100.00
25	Chipper, Brush	Chipping Capacity	18 in/To 125 HP	Trailer Mounted	$ 140.00
26	Chipper, Brush	Chipping Capacity	18 in/To 200 HP	Trailer Mounted	$ 195.00
27	Chipper, Brush	Chipping Capacity	19 in/To 300 HP	Trailer Mounted	$ 275.00
28	Chipper, Brush	Chipping Capacity	20 in/To 450 HP	Trailer Mounted	$ 350.00
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	$ 100.00
31	Crane	Max Lift Cap	15 MT/To 150 HP	N/A	$ 175.00
32	Crane	Max Lift Cap	27 MT/To 200 HP	N/A	$ 250.00
33	Crane	Max Lift Cap	45 MT/To 300 HP	N/A	$ 350.00
34	Crane	Max Lift Cap	70 MT/To 350 HP	N/A	$ 450.00
35	Crane	Max Lift Cap	110 MT/To 450 HP	N/A	$ 500.00
36	Crane, Truck Mounted	Max Lift Cap	17,600 lbs	N/A	$ 100.00

37	Crane, Truck Mounted	Max Lift Cap	33,000 lbs	N/A	$ 250.00
38	Crane, Truck Mounted	Max Lift Cap	60,000 lbs	N/A	$ 450.00
39	Crane, Truck Mounted	Max Lift Cap	120,000 lbs	N/A	$ 750.00
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	$ 50.00
42	Fork Lift	Capacity	18,000 lbs/To 140 HP	N/A	$ 50.00
43	Fork Lift	Capacity	50,000 lbs/To 215 HP	N/A	$ 50.00
44	Loader, Skid-Steer	Operating Capacity	1,000 lbs/To 35 HP	N/A	$ 72.00
45	Loader, Skid-Steer	Operating Capacity	2,000 lbs/To 65 HP	N/A	$ 72.00
46	Loader, Skid-Steer	Operating Capacity	3,000 lbs/To 85 HP	N/A	$ 72.00
47	Loader, Skid-Steer	Operating Capacity	4,000 lbs/To 94 HP	N/A	$ 72.00
48	Loader, Wheel	Bucket Capacity	0.5 CY/To 38 HP	N/A	$ 80.00
49	Loader, Wheel	Bucket Capacity	1 CY/To 60 HP	N/A	$ 80.00
50	Loader, Wheel	Bucket Capacity	2 CY/To 105 HP	N/A	$ 80.00
51	Loader, Wheel	Bucket Capacity	3 CY/To 152 HP	N/A	$ 80.00
52	Loader, Wheel	Bucket Capacity	4 CY/To 200 HP	N/A	$ 80.00
53	Loader, Wheel	Bucket Capacity	5 CY/To 250 HP	N/A	$ 80.00
54	Loader, Wheel	Bucket Capacity	6 CY/To 305 HP	N/A	$ 80.00
55	Loader, Wheel	Bucket Capacity	7 CY/To 360 HP	N/A	$ 80.00
56	Loader, Wheel	Bucket Capacity	8 CY/To 415 HP	N/A	$ 80.00
57	Loader, Wheel	Bucket Capacity	9 CY/To 470 HP	N/A	$ 80.00
58	Loader, Wheel	Bucket Capacity	10 CY/To 530 HP	N/A	$ 80.00
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	$ 50.00
61	Loader-Backhoe, Wheel	Bucket Capacity	1.5 CY/To 95 HP	Loader and Backhoe Bucket Included	$ 50.00
62	Loader-Backhoe, Wheel	Bucket Capacity	1.75 CY/To 115 HP	Loader and Backhoe Bucket Included	$ 50.00
63	Saw, Concrete	Blade Diameter	14 in/To 14 HP	N/A	$ 10.00
64	Saw, Concrete	Blade Diameter	26 in/To 35 HP	N/A	$ 10.00
65	Saw, Concrete	Blade Diameter	48 in/To 65 HP	N/A	$ 10.00
66	Sweeper, Pavement	N/A	To 110 HP	N/A	$ 30.00
67	Sweeper, Pavement	N/A	To 150 HP	N/A	$ 30.00
68	Sweeper, Pavement	N/A	To 200 HP	N/A	$ 30.00
69	Trailer, Dump	Capacity	20 CY	Does Not Include Prime Mover	$ 30.00
70	Trailer, Dump	Capacity	30 CY	N/A	$ 30.00
71	Trailer, Dump	Capacity	40 CY	Does Not Include Prime Mover	$ 30.00
72	Trailer, Equipment	Capacity	30 Tons	N/A	$ 30.00
73	Trailer, Equipment	Capacity	40 Tons	N/A	$ 30.00
74	Trailer, Equipment	Capacity	60 Tons	N/A	$ 30.00
75	Trailer, Equipment	Capacity	120 Tons	N/A	$ 30.00
76	Truck, Dump	Truck Capacity	8 CY/To 210 HP	N/A	$ 75.00
77	Truck, Dump	Truck Capacity	10 CY/To 235 HP	N/A	$ 85.00
78	Truck, Dump	Truck Capacity	12 CY/To 255 HP	N/A	$ 95.00
79	Truck, Dump	Truck Capacity	18 CY/To 330 HP	N/A	$ 115.00
80	Truck, Dump	Truck Capacity	28 CY/To 400 HP	N/A	$ 125.00
81	Truck, Dump	Truck Capacity	40 CY/To 460 HP	N/A	$ 135.00
82	Truck, Dump	Truck Capacity	50 CY/To 620 HP	N/A	$ 150.00

83	Truck, Flatbed	Max Gross Vehicle Weight	15,000 lbs/To 150 HP	N/A	$ 40.00
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	$ 40.00
86	Truck, Flatbed	Max Gross Vehicle Weight	45,000 lbs/To 250 HP	N/A	$ 40.00
87	Truck, Flatbed	Max Gross Vehicle Weight	50,000 lbs/To 300 HP	N/A	$ 40.00
88	Truck, Flatbed	Max Gross Vehicle Weight	To 375 HP	N/A	$ 40.00
89	Truck, Flatbed	Max Gross Vehicle Weight	To 450 HP	N/A	$ 40.00
90	Truck, Knuckle Boom	N/A	N/A	Add Flatbed Truck to Truck Mounted Crane	$ 130.00
91	Truck, Pickup	N/A	To 130 HP	N/A	$ 7.00
92	Truck, Pickup	N/A	To 180 HP	N/A	$ 7.00
93	Truck, Pickup	N/A	To 230 HP	N/A	$ 7.00
94	Truck, Pickup	N/A	To 280 HP	N/A	$ 7.00
95	Truck, Tractor	N/A	To 210 HP	N/A	$ 50.00
96	Truck, Tractor	N/A	To 265 HP	N/A	$ 50.00
97	Truck, Tractor	N/A	To 310 HP	N/A	$ 50.00
98	Truck, Tractor	N/A	To 350 HP	N/A	$ 50.00
99	Tub Grinder	N/A	To 400 HP	N/A	$ 150.00
100	Tub Grinder	N/A	To 500 HP	N/A	$ 340.00
101	Tub Grinder	N/A	To 600 HP	N/A	$ 450.00
102	Tub Grinder	N/A	To 700 HP	N/A	$ 550.00
103	Tub Grinder	N/A	To 800 HP	N/A	$ 650.00
104	Tub Grinder	N/A	To 900 HP	N/A	$ 800.00
105	Tub Grinder	N/A	To 1,000 HP	N/A	$ 900.00

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 review operations 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 next workday.

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 and properly 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. <u>Removal of Eligible Hazardous Stumps</u>

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, sedimentand 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 GRAHAM COUNTY LAND COMPANY, 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 **GRAHAM COUNTY LAND COMPANY, LLC,** a North Carolina limited liability company, whose principal address is 750 Tallulah Rd., Robbinsville, NC 28771 ("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:_____

GRAHAM COUNTY LAND COMPANY, LLC

By:_____

Printed Name:

Title:

If this Contract is signed by an individual not identified as the Managing Member 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

_____
Printed Name:_____

By:_____
_____, City Manager

_____
Printed Name:_____

Date:_____

Witnesses:

ATTEST:

_____
Printed Name:_____

By:_____
_____, City Clerk

_____
Printed Name:_____

Date:_____

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: Graham County Land Company, LLC
Principal Business Address: 750 Tallulah Rd.
Robbinsville, NC 28771
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, **GRAHAM COUNTY LAND COMPANY, 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.

[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:

GRAHAM COUNTY LAND COMPANY, 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 # CA7243

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:

From: Tia Laurie <tia.laurie@ceresenv.com>
Sent: Thursday, June 25, 2020 3:40 PM
To: Meek, Carly <cmeek@port-orange.org>
Cc: Dawn Brown <dawn.brown@ceresenv.com>
Subject: [EXT] RE: ITB 20-06 - Ceres Environmental Services, Inc. - City of Port Orange

Carly,
Thank you for your call today!

Ceres respectfully asks that we are released from the City of Port Orange Contract for Services specifically related to disaster debris removal, reduction and disposal. We would like to be released because Ceres interpreted the line item, **"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)",** differently than the City.
Ceres priced this line item as unreduced **DMS** debris (or debris located in a DMS already) being transported to a final disposal location. Our pricing mindset was that a DMS can also be public property or City ROW as it often is in many municipalities (i.e. City Park used for DMS). We now understand the City interprets this line item as unreduced debris to be hauled directly from the Right of Way to the final disposal location. The City's interpretation shows us that we underpriced this line item and we would like withdraw from the bid process.
Thank you for consideration and patience.

Respectfully,

Tia Laurie, Director of Administration & Corporate Secretary
Ceres Environmental Services, Inc.
6968 Professional Pkwy. E.
Sarasota, FL 34240
941-358-6363
fax 941-866-1400

City of Port Orange
Public Works & Utilities Department

TO: M. H. Johansson, City Manager

FROM: Lynn Stevens, Director of Public Works & Utilities

DATE: July 1, 2020

SUBJECT: ITB#20-06, Disaster Debris Removal and Disposal Services
Cancel Award to Ceres Environmental Services Inc., and Award to Graham County Land Company and Phillips & Jordan, Inc.

REQUEST:
The Public Works & Utilities Department is requesting City Council cancel the Ceres Environmental Services contract award and award ITB #20-06 to Graham County Land Co and Phillips & Jordan 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 on June 16, 2020 City Council awarded the bid to two contractors: Ceres Environmental Services, Inc. and CrowderGulf Joint Venture, Inc. On June 25, 2020, Ceres Environmental Services, Inc. contacted the City and asked to be released from the contract due to an error in their pricing sheet. They had misinterpreted a portion of the scope and significantly underbid. Staff has reviewed the

request and asks City Council to cancel the award of the contract to Ceres Environmental. staff received a request from Ceres Environmental Services, Inc. asking to be released from the bid. Staff reviewed the request with the City legal department and all parties concur that it is in the best interest of the City to cancel the bid award to Ceres Environmental Services. The remaining contract with CrowderGulf will remain in effect. Staff also recommends award to two additional firms: Graham County Land Company, Robbinsville, NC and Phillips & Jordan Inc., Knoxville, TN. Awarding to a total of three contractors would ensure the services are available post disaster.

A standard contract for service will be executed with all three companies and all work would be authorized by Task Authorization. Task Authorization will be executed in the event of a pending storm and the amount would be based upon the volume of disaster-generated debris.

All three vendors have 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 cancel the Ceres Environmental Services contract award and award ITB #20-06 to Graham County Land Co and Phillips & Jordan 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.

ANTICIPATED SCHEDULE:

a.) Council Award – July 21, 2020

ATTACHMENTS:

a.) Bid Package – ITB #20-06

NOTICE OF INTENT TO AWARD

ITB 20-06 Disaster Debris Removal-Disposal Services
July 8, 2020

On June 9, 2020 Purchasing received Nine (9) bids for ITB 20-06 Disaster Debris Removal-Disposal Services

After review of the bids submitted, City Staff has made its recommendation to award to Three (3) bidders who are responsive and responsible at the pricing submitted.

Crowder Gulf Joint Venture Inc. of Theodore, AL

Graham County Land Company of Robbinsville, NC

Phillips & Jordan Inc of Knoxville, TN

Recommendation to award will be presented for City Council approval on July 21, 2020.

Joseph Castro

Buyer

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/21/2020

Consent item: Yes

SUBJECT: (B8) Approval to Submit Grant Application for the 2020 Florida Department of Law Enforcement Coronavirus Emergency Supplemental Funding (CESF) Program

DEPARTMENT: Police Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve submission of a grant application for the 2020 Florida Department of Law Enforcement Coronavirus Emergency Supplemental Funding (CESF) Program.

SUMMARY: The Grants Manager requests permission to submit a grant application for the 2020 Florida Department of Law Enforcement Coronavirus Emergency Supplemental Funding (CESF) Program. Up to $172,294 may be requested to prevent, prepare for, and respond to the coronavirus. No match is required for this grant program.

Project No.: Funding Account No.:

Presenter: Amanda Lasecki

ATTACHMENTS:

1.	CESF-Subgrant-solicitation-(final)-Updated-05-22-20	CESF-Subgrant-solicitation-(final)-Updated-05-22-20.pdf

Amanda Lasecki	Created/Initiated - 7/1/2020
Thomas Grimaldi	Approved - 7/1/2020
Lupe Reyna-Coffin	Approved - 7/1/2020
Scott Neils	Approved - 7/1/2020
Matthew Jones	Approved - 7/7/2020
Jake Johansson	Approved - 7/8/2020
Robin Fenwick	Final Approval - 7/8/2020

Florida Department of Law Enforcement
Office of Criminal Justice Grants
Post Office Box 1489 Tallahassee, Florida 32302-1489 (850) 617-1250 criminaljustice@fdle.state.fl.us

Federal Fiscal Year 2020
Coronavirus Emergency Supplemental Funding (CESF) Program
Local Jurisdiction Solicitation

The Florida Department of Law Enforcement (FDLE), Office of Criminal Justice Grants (OCJG) is seeking applications for the Coronavirus Emergency Supplemental Funding (CESF) Program. This program focuses on providing funding to eligible state and local units of government, and tribes for the prevention, preparation and response to the coronavirus.

Eligibility

Eligible applicants are limited to units of local government. A unit of local government is defined as a city, county, town, township, borough, parish, village, or other general-purpose political subdivision of the state, including Native American Tribes who perform law enforcement functions as determined by the Secretary of the Interior.

The allocations by county for Florida's FY 2020 CESF program can be found in Appendix C.

Contact Information

The Office of Criminal Justice Grants (OCJG) main line is (850) 617-1250. For questions regarding this solicitation, ask to speak with the CJI Unit Supervisor, Tennille Robinette or a CJI unit grant manager. For technical assistance with the Subgrant Information Management Online (SIMON) system ask for the SIMON Help Desk.

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Program Description

The State of Florida, Department of Law Enforcement (FDLE) has received an award from the United States Department of Justice (USDOJ) in the amount of $31,797,466 for the Coronavirus Emergency Supplemental Funding (CESF) grant.

This Notice of Funding Opportunity seeks subrecipient applications for activities as they relate to prevention of, preparation for, and response to the coronavirus.

Uses of Funding

Funds awarded under the CESF Program must be utilized to prevent, prepare for, and respond to the coronavirus. Allowable projects and purchases include, but are not limited to, overtime, equipment (including law enforcement and medical personal protective equipment), hiring, supplies (such as gloves, masks, sanitizer), training, travel expenses (particularly related to the distribution of resources to the most impacted areas), and addressing the medical needs of inmates in state, local, and tribal prisons, jails, and detention centers.

Applicants are strongly encouraged to plan for strategic use of this funding and carefully consider what might be required over the entire grant period, particularly if a resurgence of the virus is encountered.

Eligibility Requirements

Applicants for CESF subawards must comply with all terms and conditions of the federal award and subaward, including those incorporated by reference. This section identifies specific program requirements that must be met as a condition of eligibility to receive federal funds under this program.

Each applicant must be able to document compliance with the following requirements:

2 C.F.R. §200.318-326 *Federal Procurement Standards*
2 C.F.R Part 200.300-309 *Standards for Financial and Program Management*
2 C.F.R. Part 25 *Universal Identifier and System for Award Management (SAM) Requirements*
28 C.F.R. Part 42 *Nondiscrimination; Equal Employment Opportunity; Policies and Procedures*

SAM Registration
To apply for emergency funds, an organization and its users must be registered in SIMON and have a Data Universal Numbering System (DUNS) number. The organization must also be registered with the U.S. Federal Government's System for Award Management (SAM) (2 C.F.R. Part 25).

A DUNS number may be obtained by calling (866) 705-5711 or by visiting the Dun & Bradstreet website at: https://iupdate.dnb.com/iUpdate/viewiUpdateHome.htm. A DUNS number is usually received within one to two business days.

To create or update your annual SAM registration, go to SAM.gov. The process can take up to 10 business days.

Compliance with Applicable Federal Laws
At the time of application, potential subrecipients are required to certify compliance with all applicable federal laws. All applicants should understand that if the DOJ Office of Justice Programs receives information indicating an applicant may be in violation of any applicable federal law, the applicant may be referred to the DOJ Office of Inspector General (OIG) for investigation. If the applicant is found to be in violation of an applicable federal law by the OIG, the applicant may be subject to criminal and civil penalties, in addition to relevant OJP programmatic penalties, including suspension or termination of funds, inclusion on the high risk list, repayment of expended funds, and/or suspension and debarment.

Civil Rights Requirements
Federal laws prohibit subrecipients of financial assistance from discriminating on the basis of race, color,

national origin, religion, sex, disability, or age in funded programs or activities. All subrecipients, implementing agencies, and contractors must comply with any applicable statutorily-imposed nondiscrimination requirements, which are summarized below:

- **Title VI of the Civil Rights Act of 1964**: Applicants must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E that relate to an equal employment opportunity program. Applicants are advised to use the Office for Civil Rights EEO Reporting Tool at (https://ojp.gov/about/ocr/eeop.htm).

- **Equal Employment Opportunity Certification (EEOC)**: Applicants must submit an EEO Certification annually within 120 days of the subaward. Failure to submit the required EEO Certification will result in the withholding of grant funds.

- **Limited English Proficiency (LEP)**: In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. Part 2000d, applicants in receipt of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with LEP. FDLE strongly advises applicants to have a written LEP Language Access Plan. For more information visit https://www.lep.gov/.

- **Equal Treatment for Faith Based Organizations**: Applicants, must comply with all applicable requirements of 28 C.F.R. Part 38, "Equal Treatment for Faith Based Organizations", specifically including the provision for written notice to current or prospective program beneficiaries.

- **Americans with Disabilities Act**: Applicants must comply with the requirements of the Americans with Disabilities Act (ADA), Public Law 101-336, which prohibits discrimination on the basis of disability including provision to provide reasonable accommodations.

Filing a Complaint - If the applicant or any of its employees, contractors, vendors, or program beneficiaries has a discrimination complaint, they may file a complaint with the applicant, with FDLE, or with the Office for Civil Rights.

Discrimination complaints may be submitted to FDLE at Office of the Inspector General, Post Office Box 1489, Tallahassee, Florida 32302-1489, or online at info@fdle.state.fl.us. Any discrimination complaints filed with FDLE will be reviewed by FDLE's Inspector General and referred to the Office for Civil Rights, the Florida Commission on Human Relations, or the Equal Employment Opportunity Commission, based on the nature of the complaint.

Discrimination complaints may also be submitted to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice, 810 7th Street, Northwest, Washington, D.C. 20531, or by phone at (202) 307-0690.

Intergovernmental Review: The FY2020 CESF program is subject to Executive Order 12372. As a result, FDLE may provide information regarding subrecipient applications to the state single point of contact to satisfy this requirement.

Match

Match is not required for the CESF program. However, if a subrecipient identifies match on an application that is approved for award, the match portion will be required.

Administrative Costs

Administrative costs/fees are not eligible on CESF subawards.

Prohibited Uses & Expenditures

CESF may not be used to supplant state or local funds. Funds must only be used to increase the amount of funds that would, in the absence of federal funds, be made available for the given activities.

Costs Requiring Pre-Approval

The following cost elements require prior approval from FDLE and BJA:

Individual items costing $500,000 or more
If a subrecipient requests purchase of an individual item costing $500,000 or more, the item(s) should be identified and thoroughly justified by the applicant and written prior approval from BJA must be obtained. Costs must be reasonable to receive approval.

Unmanned Aerial Systems (UAS), Unmanned Aircraft (UA), and/or Unmanned Aerial Vehicles (UAV)
If a subrecipient requests to purchase an UAS, UA, and/or UAV, Federal Aviation Administration approval must be obtained as outlined here:
https://www.faa.gov/news/fact_sheets/news_story.cfm?newsId=22615. Documentation related to these purchases should be included with the application and the applicant must receive written prior approval from BJA.

NEPA
Any improvement, building or construction project will require pre-approval to ensure compliance with the National Environmental Policy Act (NEPA). This may include relatively minor activities such as installing fence posts, security or surveillance cameras, or anchoring any item to the ground. If the grant will fund any activities that may fall under this requirement, review the subaward standard condition related to NEPA and the section of the BJA web site related to NEPA compliance and contact FDLE's grant's office for assistance.

Sole Source
If a subrecipient requests a non-competitive procurement of goods or services, a sole source justification form must be submitted to FDLE for approval prior to the obligation of grant funds. For a sole source procurement over the federal Standard Acquisition Threshold (SAT) of $250,000, written pre-approval must be obtained from both FDLE and DOJ. **Please note:** submission of a "Sole Source Justification" form does NOT guarantee approval for the sole source procurement.

Sole source approval applies to the amount of the total procurement, regardless of the amount of federal investment in the purchase.

Before submitting a request for a sole source procurement, applicants should carefully review the conditions governing this type of procurement (see 2 C.F.R. § 200.320(f)).

Additional Requirements

Subrecipients will be required to complete the following documents at the time of application; failure to do so may result in the withholding of funds until items are received.

Subaward Management Capabilities and Compliance Questionnaire
All applicants are required to complete the Subaward Management Questionnaire, and submit to OCJG with their application. FDLE will use this form to validate a subrecipient's eligibility to apply, receive, and maintain a federal CESF subaward. Additionally, this validation will allow FDLE to expedite the monitoring process and ensure all subrecipients are in compliance with program requirements.

Lobbying, Debarment and Drug Free Workplace Certification
Subrecipients are not permitted to use federal funds, directly or indirectly, in support of any lobbying

activity. A subrecipient receiving or requesting an award exceeding $100,000 must certify compliance with this requirement.

Additionally, a person/agency that is debarred, suspended, declared ineligible or is voluntarily excluded is prohibited from receiving federal funds under this grant program. All subrecipients must certify the subgrantee organization, and any vendor or lower tiered subrecipient, is eligible to receive these funds.

In compliance with the Drug-Free Workplace Act of 1988, state agencies applying for federal grant funding under this program must certify compliance with establishing and maintaining a drug-free work environment.

Failure to submit the "Lobbying, Debarment and Drug Free Workplace Certification" to FDLE with the application may result in a withholding of funds condition on the subaward until the requirement is satisfied.

Contractual Services Subrecipient vs. Contractor Determination
Subrecipients utilizing funds in the Contractual Services budget category must adhere to the subcontracting requirements below. All subrecipients should review the "OJP Subaward vs. Procurement Toolkit" for information regarding the two types of subcontracting.

1. Any applicant using grant funds in the Contractual Services budget category must complete and submit a "Subrecipient vs. Contractor Determination Checklist" for each contracted services item to FDLE with the application.

2. The application must contain detailed information regarding the type of subcontracting (subrecipient or contractor) and the method of procurement for the subcontract.

3. An applicant proposing to enter into a subrecipient contracting relationship must request approval to subaward in the grant application and be able to adhere to and document compliance with requirements and provisions for pass-through entities in 2 C.F.R. §200.331.

4. Applicants entering into a contractor relationship must adhere to the local unit of government's written procurement policies and procedures to the extent they are consistent with or more stringent than the procurement standards outlined in 2 C.F.R. § 200.318-326.

State and Federal Transparency

Subaward agreements and information supplied to FDLE for grant management and payment purposes will be used to report to the following mandatory state and federal transparency systems.

Florida Accountability and Contract Tracking System (FACTS)
This grant agreement, all corresponding information and a copy of the grant document, is provided to FACTS to meet requirements under Chapter 2013-54 and 2013-154 Laws of Florida.

Exemption from FACTS
The SIMON grant management system allows for partial or complete contract exemption from FACTS for those agreements containing information exempt from public records. Please be aware, in the event that your agency's submission contains confidential and/or exempt information prohibited from public dissemination under Florida's Public Records Law, Chapter 119, Florida Statutes, the subrecipient agency bears the responsibility for applying proper redactions. Otherwise, any and all records submitted may be released without redactions.

Federal Funding Accountability and Transparency Act (FFATA)
The Federal Funding Accountability and Transparency Act (FFATA) was signed on September 26, 2006, with the intent to empower every American with the ability to hold the government accountable for each spending decision. The end result is to reduce wasteful spending in the government. The FFATA

legislation requires information on federal awards (federal financial assistance and expenditures) be made available to the public via a single, searchable website, which is USASpending.gov. FDLE is required to report subaward data to FFATA as well.

Length of Award and Distribution of Funds

Length of the Award
CESF awards may be approved for a project period of up to 24 months, beginning no earlier than January 20, 2020 and ending no later than January 31, 2022.

Distribution of Funds
Grant funds are distributed on a cost reimbursement basis, with the ability to advance, for satisfactory performance of eligible activities. Payment requests can be submitted on a monthly or quarterly basis and should include total expenditures for the reporting period. Reimbursements will be processed in conjunction with the receipt and review of programmatic performance reports to determine successful completion of minimum performance deliverables as specified in the agreement.

Application Deadline

An application questionnaire, budget detail worksheet, and any additional required documents should be submitted to criminaljustice@fdle.state.fl.us by **July 1, 2020**.

Please see **Appendix A: Application Timeline** for other important dates.

How to Apply

Failure to follow application instructions may result in the incursion of a special condition at the time of award.

A completed subgrant application questionnaire and budget detail worksheet must be submitted to criminaljustice@fdle.state.fl.us. OCJG grant managers will use the information provided to prepare an application in the FDLE Subgrant Information Management Online (SIMON) grant system. The applicant will be notified when a draft of the application is ready to be reviewed and submitted in SIMON.

Please note: Once an application is approved, the SIMON system will be used for subgrant management activities including required monthly/quarterly financial and performance reporting.

Standard Conditions

The standard conditions provide detailed compliance requirements for subrecipients upon signed acceptance of the subaward. It is imperative all persons involved with this subaward read the standard conditions. Failure to comply with the provisions outlined in the standard conditions may result in project costs being disallowed.

Appendix A
Application Timeline

March 30, 2020	Florida received notice of final state CESF appropriation from U.S. Department of Justice.
April 20, 2020	FDLE Office of Criminal Justice Grants (OCJG) submitted the State of Florida application for FY 2020 CESF funding.
April 30, 2020	Florida accepted the state's FY 2020 federal CESF award.
May 1, 2020	OCJG released CESF subgrant solicitation on the department's website; Notification emails sent to chief officials.
July 1, 2020	Deadline to submit applications to OCJG.

Appendix B
Application Checklist

Each applicant must meet the following requirements to receive federal funding under this solicitation:

Pre-Application

- ☐ Make sure to read the subsolicitation in its entirety
- ☐ Acquire a DUNS Number
- ☐ Acquire or renew registration with SAM.gov
- ☐ For new users, request SIMON account
- ☐ For existing users, verify SIMON username/password and contact information
- ☐ Obtain an *EEO Certification* via EEO Reporting Tool
- ☐ Read the DOJ Grants Financial Guide

Additional Requirements

- ☐ Complete the Subaward Management Capabilities and Compliance Questionnaire
- ☐ Complete a Lobbying, Debarment and Drug Free Workplace Certification (for state agencies and local units of government, if applicable)
- ☐ Complete a Subrecipient or Contractor checklist for each cost element requested in the Contracted Services budget category (if applicable)
- ☐ Complete a Sole Source Justification form (if applicable)

FY2020 Coronavirus Emergency Supplemental Funding (CESF)
Local Allocations

Note: Muncipalities receiving a direct allocation from DOJ will not receive an allocation under this FDLE funding opportunity. To view the direct DOJ allocations click here.

County	Municipality	Allocation
Alachua	Alachua	$60,591
	High Springs	$50,000
	Waldo	$25,000
Baker	Baker County	$104,925
Bay	Lynn Haven	$104,704
	Mexico Beach	$25,000
	Panama City Beach	$63,556
	Parker	$46,011
	Springfield	$60,051
Bradford	Bradford County	$105,521
	Lawtey	$25,000
	Starke	$50,000
Brevard	Cocoa Beach	$62,086
	Indialantic	$38,340
	Indian Harbour Beach	$59,079
	Melbourne Beach	$39,667
	Melbourne Village	$25,000
	Rockledge	$115,450
	Satellite Beach	$61,188
	West Melbourne	$105,957
Broward	Coconut Creek	$168,388
	Cooper City	$127,874
	Hillsboro Beach	$34,012
	Lauderdale-By-The-Sea	$50,000
	Lighthouse Point	$61,251
	Margate	$168,393
	Parkland	$121,206
	Pembroke Park	$50,000
	Sea Ranch Lakes	$25,000
	Seminole Tribe	$44,023
	Southwest Ranches	$50,000
	West Park	$65,801
	Weston	$184,539
	Wilton Manors	$63,369
Calhoun	Altha	$25,000
	Blountstown	$36,813
	Calhoun County	$62,594
Charlotte	Punta Gorda	$101,736
Citrus	Crystal River	$40,038
Clay	Green Cove Springs	$50,000
	Orange Park	$59,203

County	Municipality	Allocation
Collier	Marco Island	$70,000
	Naples	$104,319
Dade	Aventura	$134,896
	Bal Harbour Village	$38,497
	Bay Harbor Islands	$50,000
	Biscayne Park	$40,114
	Coral Gables	$155,708
	Cutler Bay	$146,891
	Doral	$173,742
	El Portal	$35,610
	Golden Beach	$25,000
	Hialeah Gardens	$110,096
	Indian Creek Village	$25,000
	Key Biscayne	$63,705
	Medley	$25,000
	Miami Lakes	$122,700
	Miami Shores	$61,599
	Miami Springs	$65,211
	Miccosukee Tribe	$25,000
	North Bay Village	$59,232
	Palmetto Bay	$111,409
	Pinecrest	$101,838
	South Miami	$64,085
	Sunny Isles Beach	$108,037
	Surfside	$50,000
	Sweetwater	$106,468
	Virginia Gardens	$36,500
	West Miami	$50,000
Desoto	Arcadia	$50,000
	Desoto County	$117,478
Dixie	Cross City	$33,132
	Dixie County	$65,788
Duval	Atlantic Beach	$64,241
	Jacksonville Beach	$109,811
	Neptune Beach	$50,000
Flagler	Bunnell	$38,854
	Flagler Beach	$47,005
Franklin	Apalachicola	$36,010
	Carrabelle	$38,502
	Franklin County	$50,000
Gadsden	Chattahoochee	$39,810

FY2020 Coronavirus Emergency Supplemental Funding (CESF)
Local Allocations

County	Municipality	Allocation
Gadsden (cont.)	Gadsden County	$121,309
	Gretna	$25,000
	Havana	$33,437
	Midway	$41,146
	Quincy	$50,000
Gilchrist	Gilchrist County	$65,255
	Trenton	$34,550
Glades	Glades County	$62,121
Gulf	Gulf County	$61,607
	Port St. Joe	$41,988
Hamilton	Hamilton County	$60,679
	Jasper	$39,334
	Jennings	$25,000
	White Springs	$25,000
Hardee	Bowling Green	$38,683
	Hardee County	$70,000
	Wauchula	$50,000
Hendry	Clewiston	$50,000
Hernando	Brooksville	$50,000
Highlands	Avon Park	$61,526
	Lake Placid	$36,951
	Sebring	$61,718
Hillsborougl	Temple Terrace	$114,783
Holmes	Bonifay	$37,712
	Holmes County	$70,000
Indian River	Fellsmere	$50,000
	Indian River Shores	$44,351
	Sebastian	$110,877
	Vero Beach	$70,000
Jackson	Graceville	$35,439
	Jackson County	$126,432
	Marianna	$50,000
	Sneads	$34,098
Jefferson	Jefferson County	$63,061
	Monticello	$36,618
Lafayette	Lafayette County	$50,000
Lake	Astatula	$33,813
	Clermont	$129,935
	Eustis	$104,749
	Fruitland Park	$50,000
	Groveland	$64,588
	Howey-In-The-Hills	$25,000
	Lady Lake	$65,659
	Mascotte	$50,000

County	Municipality	Allocation
Lake (cont.)	Minneola	$61,975
	Mount Dora	$64,812
	Tavares	$70,000
	Umatilla	$43,514
Lee	Sanibel	$50,000
Levy	Cedar Key	$25,000
	Chiefland	$35,539
	Inglis	$25,000
	Williston	$38,592
Liberty	Liberty County	$50,000
Madison	Madison City	$39,558
Manatee	Bradenton Beach	$25,000
	Holmes Beach	$43,438
	Longboat Key	$44,932
	Palmetto	$64,090
Marion	Belleview	$48,188
	Dunnellon	$33,480
Martin	Jupiter Island	$25,000
	Sewall's Point	$34,650
	Stuart	$70,000
Monroe	Key Colony Beach	$25,000
	Key West	$112,634
Nassau	Fernandina Beach	$63,195
	Nassau County	$177,236
Okaloosa	Crestview	$111,457
	Fort Walton Beach	$105,995
	Niceville	$65,165
	Shalimar	$25,000
	Valparaiso	$50,000
Okeechobee	Okeechobee City	$50,000
	Okeechobee County	$130,515
Orange	Belle Isle	$50,000
	Eatonville	$36,057
	Edgewood	$37,608
	Maitland	$70,000
	Oakland	$37,979
	Ocoee	$142,727
	Windermere	$38,721
	Winter Park	$120,746
Osceola	St. Cloud	$144,491
Palm Beach	Atlantis	$34,559
	Gulf Stream	$25,000
	Highland Beach	$42,159
	Hypoluxo	$37,879

FY2020 Coronavirus Emergency Supplemental Funding (CESF)
Local Allocations

County	Municipality	Allocation
Palm Beach (cont.)	Juno Beach	$40,304
	Jupiter	$173,814
	Jupiter Inlet Colony	$25,000
	Lake Clarke Shores	$41,137
	Lake Park	$59,317
	Lantana	$61,680
	Manalapan	$25,000
	Mangonia Park	$34,502
	North Palm Beach	$63,286
	Ocean Ridge	$33,551
	Pahokee	$50,000
	Palm Beach Town	$50,000
	Palm Beach Gardens	$159,317
	Palm Beach Shores	$25,000
	Palm Springs	$108,809
	Royal Palm Beach	$134,109
	South Bay	$50,000
	South Palm Beach	$25,000
	Tequesta	$50,000
	Wellington	$174,820
Pasco	Dade City	$50,000
	Port Richey	$37,836
	Zephyrhills	$70,000
Pinellas	Belleair	$43,629
	Belleair Beach	$25,000
	Belleair Bluffs	$34,821
	Dunedin	$132,455
	Gulfport	$63,252
	Indian Rocks Beach	$45,507
	Indian Shores	$25,000
	Kenneth City	$50,000
	Madeira Beach	$45,740
	North Redington Beach	$25,000
	Oldsmar	$65,244
	Redington Beaches	$25,000
	Safety Harbor	$70,000
	Seminole City	$101,698
	South Pasadena	$50,000
	St. Pete Beach	$60,155
	Tarpon Springs	$112,782
	Treasure Island	$50,000
Polk	Auburndale	$70,000
	Bartow	$102,248
	Davenport	$45,788

County	Municipality	Allocation
Polk (cont.)	Haines City	$110,082
	Lake Alfred	$50,000
	Lake Hamilton	$25,000
	Lake Wales	$70,000
Putnam	Crescent City	$25,000
	Interlachen	$25,000
	Palatka	$61,322
	Welaka	$25,000
St. Johns	St. Augustine	$64,758
	St. Augustine Beach	$50,000
Santa Rosa	Gulf Breeze	$50,000
	Milton	$60,557
	North Port	$182,229
Sarasota	Venice	$107,847
Seminole	Lake Mary	$70,000
	Longwood	$65,716
	Oviedo	$134,829
	Winter Springs	$132,182
Sumter	Bushnell	$36,832
	Center Hill	$25,000
	Webster	$25,000
	Wildwood	$50,000
Suwannee	Live Oak	$50,000
	Suwannee County	$133,870
Taylor	Perry	$50,000
Union	Union County	$64,415
Volusia	Daytona Beach Shores	$45,355
	Edgewater	$107,249
	Holly Hill	$62,696
	Lake Helen	$37,717
	New Smyrna Beach	$113,328
	Oakhill	$34,212
	Orange City	$62,537
	Ponce Inlet	$39,591
	Port Orange	$172,294
	South Daytona	$63,531
Wakulla	Wakulla County	$123,312
Walton	DeFuniak Springs	$50,000
Washington	Chipley	$41,598
	Washington County	$104,333
Total Local Allocations		**$16,455,157**

FY2020 Coronavirus Emergency Supplemental Funding (CESF)
State Allocations

State Agency	Allocation
Agriculture & Consumer Service (DACS)	$380,341
Business & Professional Regulation (ABT)	$180,531
Department of Financial Services (DFS)	$443,439
Highway Safety & Motor Vehicles (FHP)	$5,481,646
Florida Dept. of Law Enforcement (FDLE)	$874,610
Department of Lottery (DOL)	$40,313
Florida Fish & Wildlife (FWC)	$2,239,982
Office of the Attorney General (AG)	$129,702
Department of Corrections (FDC)	$3,927,856

State University System	Allocation
Florida Agricultural And Mechanical University Police Department	$44,694
Florida Atlantic University Police Department	$62,572
Florida Gulf Coast University Campus Police And Safety	$35,756
Florida International University Police Department	$107,267
Florida Polytechnic University Police Department	$17,878
Florida State University, University Police Department	$125,145
New College Of Florida Police Department	$26,817
University Of Central Florida, University Police Department	$134,083
University Of Florida, University Police Department	$143,021
University Of North Florida, Police Department	$44,694
University Of South Florida Police Department	$89,389
University Of South Florida, St. Petersburg	$26,817
University Of West Florida Police Department	$35,756

CESF State Allocation Total	$14,592,309

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/21/2020

Consent item: No

SUBJECT: (F11) Annual Report from ArtHaus

DEPARTMENT: City Manager

GOAL: 3 - Quality of Life

RECOMMENDED MOTION:

SUMMARY: The City has a lease agreement with ArtHaus for the city owned building at 3840 Ridgewood Ave. ArtHaus provides art education and cultural enrichment to the community as a whole. In return, the city leases its building to the organization for free. As part of the agreement, ArtHaus is required to provide an annual report to the City to highlight its accomplishments.

Ms. Cameron Vinston, Executive Director of ArtHaus is presenting this evening on this year's accomplishments.

Project No.: Funding Account No.:

Presenter: Cameron Vinston

ATTACHMENTS:

1.	2019 ArtHaus Annual Report PDF	2019 ArtHaus Annual Report PDF .pdf

Robin Fenwick	Created/Initiated - 7/6/2020
Jake Johansson	Approved - 7/8/2020
Robin Fenwick	Final Approval - 7/9/2020

MEMBERS

Andy & Kate Ring
Ann Pintiliano
Anne Faircloth
Beth Dobberstein
Bill & Terra Good
Bob & Marilyn Ford
Bob & Merelyn Goldsmith
Bonnie Deigh
Brian & Kasey Layman
Bryce Hammond
Cameron Vintson
Carl & Cheryl Lentz
Carl & Mary Jo Browning
Carl Persis
Carol Ahmed
Carol Provancher
Carolyn Sue Fitton
Charles Lichtigman
Cici & Hyatt Brown
Dan Drake, D.D.S.
Danny Crile
Dave & Barbara Alexander
David Lowe, DDS
David Mixon
David Santiago
Dennis & Ellen McNamera
Dolores Johnson
Don & Anita Burnette
Don & Pam Ariel
Donald Moore
Dorothy Parker
Ed & Pauline Lacey
Ed & Rose Micara
Ed Dimayuga
Eleanor Evans
Fay Landers
Fred & Allison Annon
Fred & Linda Costello
Fred & Suzi Preston
Gary & Kate Clark
Gary Libby
Glenn & Connie Ritchey
Laurie Gomon Ring
Gordon Noseworthy
Grady & Sharon Owens
Gwen Tarantino
Heather Bond Vargas
Jack & Kathy Ottoson
Jacquelyne Thomas
James C. France
Jay & Amy Taylor
Jay Adams
Jeanne Keiper
Jeanne Tanke
Jennifer Wenzel
Jerrie Ann & Lee Faircloth
Jim & Ellen O'Shaughnessy
John & Patty Ruane
John DiCesare
John Trost
John Wilton
Joie Alexander
Joni Hunt
Judy Andersen
Juliana Romnes
Kate Kellen
Kathleen McCammon
Kelly Ferguson
Ken & Monique Fischer
Ken Parker
Kevin & Ashley Lee
Kim Carnago
Lane & Jane Jennings
Larry Kaplan
Lee & Laura Walker
Lee Kimball
Liz Francati
Lori Staudt
Maggie Thompson
Marla Basli
Mark Andersen
Mark Dickinson
Mark Dowst
Mark Wagner
MaryAnn Richardson
Michael Nunn
Michael Somai, D.D.S.
Mike Nelson
Nancy & Robert Maddox
Nancy Epps
Nancy Lohman
Paul Hart/Hartpro Realty
Ray & Mary Kenzik
Regine Schutt
Robert Denninnger
Roberta Favis
Robin King
Ron & Betty Nowviskie
Rose & Ed Micara
Ruth Neetz
Sandra Morris
Sean & Angie Browning
Sherman N. Coleman
Stephen & Gina Sevigny
Teresa Kaczamarek
Thomas Russ Meachem
Travis & Mindy Browning
Wanda Chan
Wanda Kowitz

GET INVOLVED!

VOLUNTEER your time and lend a hand with ArtHaus' many programs & events!

ENROLL yourself or a loved one any of our youth or adult art classes!

SPONSOR one of our fundraising events or an ArtHaus Scholarship!

DONATE to one of our many programs or exhibitions!

ArtHaus is a 501(c)3 non-profit organization and all monetary and In-Kind Donations may be tax deductible. Though ArtHaus is a small non-profit, our footprint in Volusia County is mighty! We serve artists of all ages through the gracious donations of our community.

Visit our website to learn more at www.arthaus.org or call us at 386.767.0076.

ANNUAL REPORT

2019

ArtHaus

PRESIDENT'S REPORT

RON NOWVISKIE

This past year, ArtHaus' reputation as being an active, creative and enlightening place for children was never more evident. We continued to be a catalyst for art education in the community, supporting school art educators, and connecting artists with schoolchildren and adults through an array of after-school, evening, and summer art classes and experiences. During the year, we refocused our art outreach efforts at Boys & Girls Clubs and Pace Center for Girls, and initiated new programs for children at Halifax Urban Ministries Hope Place and Easter Seals. Children are given the opportunity to explore their creativity and then see their works on display in our gallery. As you read this report, you will learn of ArtHaus' many accomplishments during the past year.

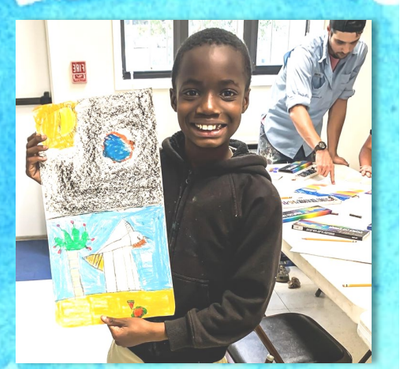
I would also like to express my sincere appreciation to our supporters, business partners, donors and volunteers who contributed so much to make 2019 a success – especially the City of Port Orange, the County of Volusia and the generosity of the Rotary Club of Daytona Beach West. We were able to secure some new funding sources and finish the year with a surplus, which is always a challenge for small non-profits like ours. A special thank you also goes out to Michelle Connors for being our 2019 Fun & Funky Dinner honoree. Her enthusiasm and generosity made the event one of our most successful.

This past year marked our 20th Annual Street Painting Festival held in conjunction with Port Orange Family Days. The event is unique to this part of Florida and was again successful despite some rain on the opening day. I want to thank our artists, staff, board members and volunteers who worked so hard to make the event a reality, and also the Port Orange Community Trust for again providing the venue.

This past year was our new Executive Director Cameron Vintson's first full year on the job and she wasted no time in putting her mark on the organization. Her enthusiasm for our mission and especially our new outreach efforts is infectious, and her very adept marketing and management skills are on display every day. Her tireless efforts on behalf of the organization are deeply appreciated, as well as the fine job done by our teachers, office staff and volunteers. Year after year, the quantity and quality of our programs and exhibits continues to improve, entirely due to the efforts of our staff and volunteers. I thank them for another year of dedicated service to the organization and the kids we serve. We also mourn the passing of Glenn Ring, the husband of board member Lori Gomon Ring, who was a wonderful volunteer and friend of ArtHaus for 20+ years.

ArtHaus continues to benefit from a dedicated and hard-working Board of Directors. It is a pleasure to serve with them, and I appreciate their enthusiasm, guidance and support.

It is my honor to serve as President of this wonderful organization, and I thank you for the opportunity and your support. With your continued support, ArtHaus will continue to use the power of art to engage, motivate and inspire young people in our community to be the very best they can be.

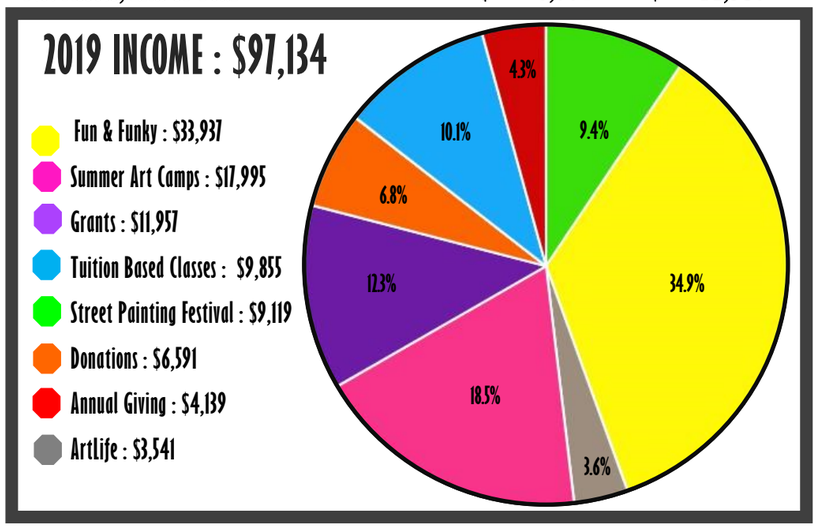


SHERMAN COLEMAN
TREASURER

FINANCIAL STATEMENTS 2019

Comparative Statement of Activities : Years ended December 31, 2018 & 2019

	2018	2019
Revenue and Support		
Fundraising Events & Activities	$ 40,815	$ 46,597
Programs & Exhibitions	27,173	27,850
Contributions, Gifts, & Grants	6,531	12,625
In-Kind Rent - City of Port Orange	38,083	38,083
County of Volusia Cultural Grant	9,228	9,407
Total Revenue & Support	**$ 121,830**	**$ 134,562**
Expenses		
Employee Salaries	$ 65,201	$ 62,803
In-Kind Rent - City of Port Orange	38,083	38,083
Fundraising Activities & Events	8,410	7,269
Occupancy & Utilities	6,915	7,220
Printing, Publication, & Postage	5,921	6,400
Other	4,784	7,054
IT Equipment, Software, & Services	2,476	1,946
Total Expenses	**$ 131,790**	**$ 130,775**
Change in Net Assets,	$ (9,960)	$ 3,787
Net Assets, Beginning of Year	$ 15,961	$ 6,001
Net Assets, End of Year	$ 6,001	$ 11,987



2019 Sponsor Hall of Fame

COUCHMAN PRINTING COMPANY

DAYTONA BEACH RACING & CARD CLUB

ROTARY INTERNATIONAL DAYTONA BEACH WEST

Daytona Beach BINGO

DAYTONA INTERNATIONAL SPEEDWAY

Root.

2019 Donor Hall of Fame

MAGGIE THOMPSON
RON & BETTY NOWVISKIE
JAMES & SHARON FRANCE
MARILYN FORD

PORT ORANGE COMMUNITY TRUST

Volusia County FLORIDA

CITY OF PORT ORANGE 1867 FLORIDA

HALIFAX HEALTH

G&S Good Environmental, Inc

Doran Sims Wolfe Ciocchetti Yoon Attorneys at Law

Daytona International AUTO MALL

BRIAN LAYMAN WEALTH MANAGEMENT of RAYMOND JAMES

TD Bank

ONE DAYTONA

ADMINISTRATION REPORT

MERELYN GOLDSMITH
VP OF ADMINISTRATION

ArtHaus has made the transition from Laurie Ring as Executive Director to Cameron Vintson and she has done a spectacular job! We are so lucky to have found her. She has been able to reduce expenditures in many creative ways that has saved ArtHaus thousands of dollars and helped us maintain our 2019 budget. We had a few changes this year. Juliana Romnes requested to step down as a board member and Ed Klein stepped down as Adult Painting Class Instructor. Our contract with our server company, Mokonzy Inc expired and Cameron has taken over the care of standard maintenance of our server and computers. In December of 2019, ArtHaus hired a new Office Assistant, Savannah Zanosky. She has stepped in beautifully and we are so happy to have her aboard. Despite the fact that ArtHaus was broken in to and vandalized, we have continued to make efforts to beautify and keep ArtHaus safe, both inside and out. ArtHaus will be recruiting students to create colorful artistic flowers out of corrugated plastic to "plant" out front. We also have a new logo for ArtHaus to refresh and update our image in the community. Cameron has been extremely busy this year applying for grants. She completed the Volusia County Grant on time and ArtHaus received a 90.4% rating. She also applied for the County License Plate Mini Grant to help support our new Easter Seals program, The Wells Fargo Arts & Culture Grant, and the Walmart Community Giving Grant. Cameron has started new programs and revamped older ones so that ArtHaus can be of more help within our community. We have teamed up with various other youth oriented non-profits from around the community to provide art therapy lessons for those in need. Port Orange Community Trust, Hope Place, Halifax Urban Ministries, Easterseals, The Children's Home Society, PACE Center for Girls, Volusia/Flagler Boys & Girls Clubs, and Food Brings Hope were our youth non-profit program partners for 2019.

I wish to thank Cameron, Savannah, our devoted volunteers, and our outstanding Board Members for their dedicated hard work to make ArtHaus the wonderful organization that it is today.

OUR JOURNEY

ArtHaus Foundation was named in the spirit of the Bauhaus, a government sponsored school of art, architecture, and design. Bauhaus served as a foundation for uniting artists and schools of thought, elevating each to a new level of understanding through association. This unification extended to its teaching programs in which feeling & thinking, intuition &intellect, and expression & construction belonged inextricably together. ArtHaus Foundation furthers these ideals by uniting artists, teachers, students, and patrons through its programs.

In 1994, Tim Ludwig and the Spruce Creek High School Art Department realized an important element was missing from the students' education. Art students lacked a professional venue to display their work and complete the artistic experience. This concept led to the ArtHaus student Gallery. In 2000, ArtHaus, with the help from the city of Port Orange, moved to our current facility which includes our Student Art Gallery and the Dorothy Johnson Center for Arts Education.

Over the years, ArtHaus has fought to expand its vision to benefit all of our Volusia County Children by showcasing student exhibitions, providing arts education programs, and developing outreach programs to artistically benefit children through all walks of life. ArtHaus has grown into the new millennium with a mission that focuses on inspiring the creative spirit of everyone in our community.

Today, ArtHaus provides art therapy programs for underprivileged, at-risk, and special-needs youth. We offer art scholarships for tuition and art supplies to our Volusia County Students while supplementing art classroom supplies in Volusia County Schools. We invest in the cultural future.

Join us as we strive to fulfill our mission of:

"Instilling the Spirit of Creativity & Self-Expression in Our Youth & Community."

PROGRAMS & EXHIBITIONS

LAURIE GOMON RING
VP OF PROGRAMS & EXHIBITIONS

ArtHaus experienced a whirlwind of activity throughout 2019 particularly evident in our programs and exhibitions! Our new executive director hit the floor running and didn't stop all year long. Cameron worked her magic adding new exhibits, new exhibit venues, and exciting programs that impact many local and underserved youth.

The well oiled ArtHaus Gallery schedule continued with the eight traditional exhibits such as the whimsical Wee Create: Kindergarten Only show, and the amazing AP Studio Art exhibit, among others. Every exhibit was filled with creative treasures of expression by youth, teens and adults that represented a unique view of their world of ideas and impressions. During 2019 over 1,311 were able to view the artwork in the ArtHaus Gallery receiving cultural enrichment and food for the soul. 638 young artists of all ages showcased their art in our Gallery. There were 3 exciting additional Gallery exhibits, each extremely significant to ArtHaus and our mission. The annual Spruce Creek High School Exhibit devoted to the origins of ArtHaus was expanded to include the IB International Baccalaureate Art Portfolios for the first time ever! We so look forward to showcasing these IB artists in future years. Another inaugural exhibit showcased the 2019 graduating Senior Photography class from UCF. The six artists painted the gallery and installed their entire display of photographs themselves! The third exciting new exhibit just happened in early January #HAPPY showcased artworks created during the newly revised 2019 ArtLink program at the local Boys & Girls Clubs. Cudos to Cam for restarting ArtLink, re-establishing our important partnership with the Boys & Girls Clubs of Volusia and installing an art exhibit of created artworks.

New Art awards were added to the AP Studio Art Exhibit in 2019. The Dorothy Johnson Best in Show Award accompanied by awards for best in 2D, 3D, and digital/photography. In addition, an AP Teacher of the Year award was presented to Karen Richter from Pine Ridge HS. ArtHaus continued to use many locations out in the community to showcase creative expression by our youth. Exhibits were rotated throughout the year at the Port Orange City Hall, the Daytona PlayHouse, Chef Papa's Cafe and until recently the Daily Grind restaurant. New outreach locations were added at 6 Offices of All Aboard Storage and the Daytona Board Store. During 2019, over 32,000 folks had personal uplifting encounters with ArtHaus Student art exhibits in all of these venues.

Our programming has stayed strong and consistent and was expanded to add several new outreach art classes for underserved youth. Art Reach @ Easter Seals began in early September, provides monthly classes for children with autism, 3-5 years of age. Cameron documented a baseline for the young artists' abilities during the first class in the form of assessments & a self portrait used as a control. Throughout the school year, two more self portraits, and 3 more assessments will follow. This will provide qualitative data for future grants while allowing the curriculum to develop around the pace of the children. Marla Basli has thus far developed this evolving curriculum and now teaches the classes at the Easterseals facility. Art 4 Hope offers monthly art lessons at Hope Place in their After School Program. Monique Fischer teaches these classes with the help of volunteers. The artwork created by youth living in the Hope Place Family Shelter will be framed and displayed in their homes and around the campus. Last year Cameron was also able to resurrect the ArtsPACE program at the Pace Center for Teen Girls. These monthly classes filled with interested young girls who greatly benefit from opportunities to express their feelings and thoughts in their art. Cameron also brought back the ArtLink program with local Boys & Girls Clubs with the help of Director Rex Hoffman.

The ArtHaus onsite classes continued throughout 2019 with Marla Basli teaching Tuesday Adventures in Art for 5 years and older and also added a Tuesday Children's Painting class. Monique continued to teach the popular Art of Drawing classes but moved them to a later hour to accommodate the new Middle School hours. At the end of 2019, Ed Klein retired from teaching his adult painting classes. We appreciate all the years he devoted to teaching adults here at ArtHaus and wish him well. The 2019 ArtHaus Summer Art Camp was quite a success due to early promotion and increasing the classroom area. Each of the 7 unique weeks covering a variety of Mythical and Magical Creatures from around the world was filled with 143 excited and inspired young artists who learned art techniques, art history, teamwork and the wonders of creative expression. Many of these artistic creations were included in a month long exhibit here in our gallery that opened in early August. 19 scholarships to camp were provided by generous ArtHaus patrons. Once again during 2019, the 8 weeks of South Daytona's Summer Camp sponsored by the Parks & Rec included weekly art lessons provided by ArtHaus and taught by Lauren Berkowitz.

It is obvious that the State of the ArtHaus Mission of providing youth and adults opportunities to showcase their unique expressions and to provide programs that inspire creativity and self expression is Strong! ArtHaus has grown immensely in this past year and our amazing new Executive Director Cameron Vintson has only just begun!

CHEF PAPA'S CAFE & CATERING "Good Food Prepared Fresh"

Daytona PLAYHOUSE

DAYTONA BOARD STORE

ALL ABOARD STORAGE

2019 OUTREACH PROGRAMS

Our ArtHaus Outreach Programs provide art therapy to underprivileged, at-risk, and special-needs children throughout Volusia County.

ARTREACH @ EASTERSEALS

ArtReach @ Easterseals is an art therapy program for children with Autism, ages 3-5, at the Easterseals Charter School in Daytona, Florida. Our Lead Instructor Marla Basli creates an art curriculum designed to help these children further develop fine & gross motor skills, communication, socialization, and emotional expression through art.

easterseals Northeast Central Florida

ART4 HOPE

Art 4 Hope is an art therapy program for children residing at Hope Place Family Homeless Shelter. These sessions are aimed towards helping the children find bravery and confidence through art. Lead Instructor Monique Fischer develops the curriculum to nurture each child's creative individuality while allowing them the opportunity to learn new and exciting techniques & skills.

HOPE PLACE

ASK HOW YOU OR SOMEONE YOU KNOW CAN HELP SPONSOR THESE PROGRAMS!

ARTLINK

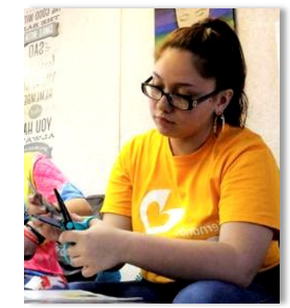
ArtLink is an art enrichment program that partners with the Boys & Girls Club of Volusia & Flagler Counties. Lead Instructor Cameron Vintson and her team travel all over Volusia County to each location to provide art programming for the Clubs' most enthusiastic artists. Each of the Club sessions incorporate art history, lessons in new techniques, and a fun-inspired project. The goal of these sessions is to inspire each child through the creative process while nurturing their love for art.

BOYS & GIRLS CLUBS OF VOLUSIA / FLAGLER COUNTIES

ARTSPACE

believing in girls

ArtsPACE is an art therapy program that takes place at the PACE Center for girls in Ormond Beach. Lead Instructor Cameron Vintson incorporates goal oriented team building exercises, art history, and self-esteem development into the each session's art composition. The goal of each exercise is to build on each girl's courage & self-confidence and bond with their group while allowing for artistic self-expression.



pace Center for Girls

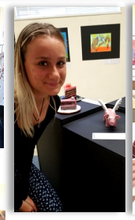
ARTCONNECT

ArtConnect is a social inclusion art program that partners with the Children's Home Society of Florida. This program offers scholarships to local children in foster care for art classes and camps. While learning new ways to create art, the children are able to experience normal interactions with others in their age group and build new friendships in their community.

children's home society OF FLORIDA™

Embracing Children. Inspiring Lives.

ARTHAUS EXHIBITIONS 2019



"Wee Create"	1/17 - 2/8
Volusia County Kindergarten Exhibit	
"Volusia County AP"	2/15 - 3/15
AP Studio Art Exhibit	
"MMXIX"	4/27 - 4/30
UCF Photography Graduation Exhibit	
"Making Our Mark"	3/28 - 4/24
Volusia County Middle Schools Exhibit	
"Idioms"	5/2 - 5/28
Spruce Creek High School Exhibit	
"IB ART SHOW"	5/5 - 5/28
Spruce Creek IB Graduation Exhibit	
"A Look Back in Summer Colors"	6/1 - 6/30
History of ArtHaus Summer Art Camps Exhibit	
"Making Waves"	7/10 - 7/28
Fun & Funky Michele Connors Exhibit	
"Magical & Mythical Creatures"	8/8 - 9/6
Summer Art Camp Exhibit	
"Volusia Art Educators"	9/20 - 11/8
Volusia Art Teacher Exhibit	
"Extended Display"	11/14 - 12/13
Halifax Art Festival Student Show Exhibit	

In 2019, our ArtHaus Gallery showcased 638 Artists and 1,311 community patrons enjoyed the enriching and inspiring displays.

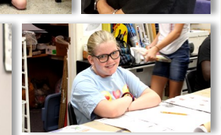
2019 ARTHAUS CLASSES

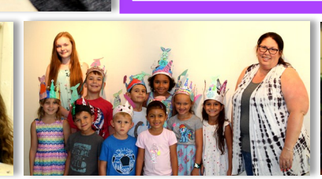
Our Arts After School Program is a series of art classes for children ages 5-18 designed to further their technical and creative skills in new and exciting mediums.

Tuesdays:
Adventures in Art, Instructor : Marla Basli
Creative Painting, Instructor : Marla Basli

Thursdays:
The Art of Drawing, Instructor : Monique Fischer

SUMMER ART CAMPS 2019





ArtHaus creates Summer-long Artistic Fun through both the ArtHaus Summer Art Camp and the South Daytona Summer Youth Camp.

Our ArtHaus Summer Art Camp offers a summer-long art camp in seven weekly sessions for kids who wish to learn about and create art. In 2019, our theme was "Magical & Mythical Creatures." Campers learned about mythological creatures from dozens of cultures around the world. Our art camp teachers made this year truly magical!

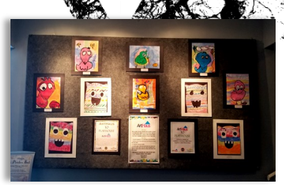
Weeks 1 & 2 : Margaret Williams
Weeks 3 & 4 : Jeanne Ramsey
Week 5 : Monique Fischer
Weeks 6 & 7 : Marla Basli

2019 OUTREACH EXHIBITIONS

Daily Grind : Quarterly Exhibitions
Chef Papa's Café : Quarterly Exhibitions
Port Orange City Hall : Quarterly Exhibitions
All Aboard Storage : Quarterly Exhibitions
Daytona Beach Board Store : Quarterly Exhibitions

Street Painting Festival
Port Orange Spring Family Days
Walmart's Back to School Bash

Fun & Funky Dinner
ArtLife Rotary Dinner
2019 HHS Mutt Strutt



In 2019, our Outreach Exhibitions showcased 327 Artists, allowing 92,786 community patrons to enjoy the captivating displays of art all around Volusia County.

ARTHAUS • ANNUAL • FUNDRAISERS

21ST ANNUAL FUN & FUNKY DINNER
HONORING MICHELE CONNORS

In 2019, ArtHaus honored local businesswoman and philanthropist Michele Connors for her generous nature and outreach work throughout Volusia County. The dinner honoring Michele was held on June 7 at the Cici & Hyatt Brown Museum of Art in Daytona Beach and was attended by over 150 ArtHaus Supporters and fans of Michele and her work.

20TH ANNUAL STREET PAINTING FESTIVAL & CHALK ART COMPETITION

On September 28 & 29 of 2019, ArtHaus held it's twentieth annual Street Painting Festival & Chalk Art Competition at Port Orange Family Days. Over 40 artists participated in this fun filled event, providing a two-day live chalk art demonstration for the community. These breathtaking works of art graced the City Center Plaza for months before beginning to fade.

2ND ANNUAL ARTLIFE DINNER WITH THE ROTARY CLUB OF DAYTONA BEACH WEST

On April 25 of 2019, the Rotary Club of Daytona Beach West sponsored the second annual ArtLife Dinner benefiting ArtHaus and Volusia County Title I Schools. This fun filled event was held at the Cici & Hyatt Brown Museum of Art and featured a live & silent auction of local art along with a "Sponsor a Classroom" Youth Art Auction.

COMMUNICATIONS REPORT

TERRA GOOD
VP OF COMMUNICATIONS

As Vice President of Communications, it has been a pleasure to assist Arthaus in serving our community by helping to inspire artistic talents! This past year has been filled with wonderful opportunities to develop artistic pursuits in Volusia County. Thanks to the remarkable efforts of the ArtHaus staff, along with the support from our committed volunteers and board members. Arthaus continues to grow and evolve!

Arthaus continues to publicize the organizational mission through advertising, public relations efforts, and through our website and social media, and we are happy to say that 2019 has been an outstanding year. Thanks to our devoted staff, we continue to have a consistent presence in local media coverage, social media, and email outreach. Social Media and website traffic is increasing daily. ArtHaus is frequently listed in the News Journal's Gallery Happenings in Friday's 386 section, Hometown News, East Coast Current, and the Ormond and Port Orange Observer.

We have made huge advances in all of our social media platforms including Instagram, Twitter and Facebook. Cameron has made huge efforts to make updates daily and provide new and exciting content. Our Facebook postings were extremely influential in recruiting new students for our summer camps. We are happy to report that likes and shares have increased on all of our social media sites. Savannah has even started to revamp the ArtHaus' Twitter, Instagram, and Pinterest accounts. Please continue to like and share the posts!

The ArtHaus website remodel is ongoing in draft form and will be unveiled very soon. A social media event will be created to bring hype to the remodel. The new design will feature a more user-friendly program navigation while clarifying who we are and what we do as a youth art non-profit organization.

ArtHaus will continue to strive to fulfill the organization's mission and outreach for art education and cultural enrichment in our community through our continued communication and public relations efforts. We are all looking forward to another prosperous year for ArtHaus in 2020!

Meet Emily Childers, recipient of the 2019 ArtHaus Future in Arts Scholarship.
The Future in Arts Scholarship is awarded to a senior Volusia County art student who exhibits exemplary passion and love for art. Emily applied for this scholarship to help defray the costs of course supplies for her freshman year at UCF. ArtHaus was proud to award Emily $250, which covered the majority of her Fall & Spring Courses supplies requirements. Congratulations Emily: Go forth and make an artistic difference!

RESOURCE DEVELOPMENT

ANN PINTILIANO
VP OF RESOURCE DEVELOPMENT

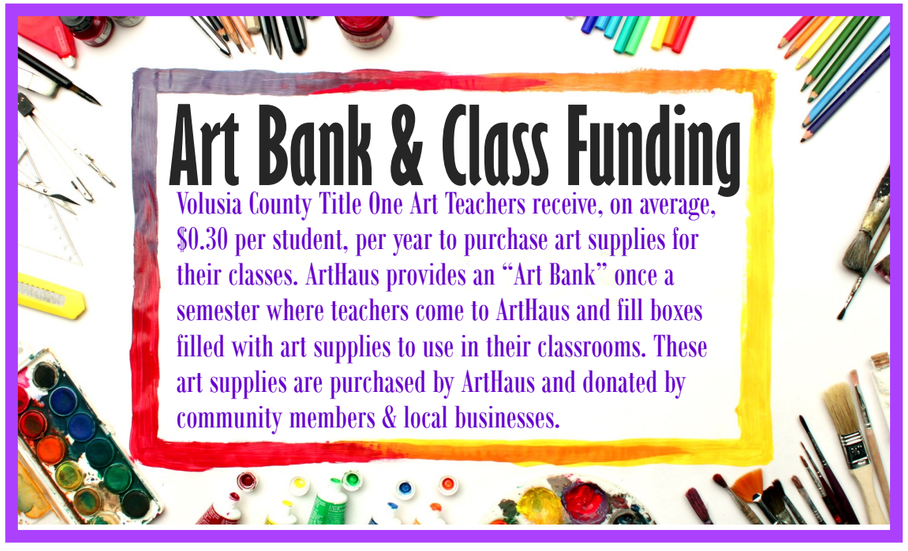
It was a pleasure to serve as Vice President of Resource Development in 2019. It is always a challenge to find ways to raise money each year, and Cameron took it on with a vengeance. She hit the grounding running in 2019, and developed and found funding for several new programs that directly impact the underserved children in our community.

The Volusia County Cultural Grant Application was submitted in April and approved for the total of $9,866. Paid tuition revenue made many of the new outreach programs possible. Throughout the year, Cameron applied for several new grants, and was awarded the State of Florida License Plate Grant for funding towards our new Easterseals Art Therapy Program.

The Rotary Club of Daytona Beach West again held the ArtLife Fundraiser on behalf of ArtHaus and raised $3,541 for our programming and our mission. As always, Daytona Beach Bingo proved a staunch supporter of our programming, and donated over $2,000 throughout the year.

Our adult classes and Arts After School Classes brought in a combined $9,855 while our Summer Art and South Daytona camps brought in $17,995, an increase of over $3,000 from the year before. The 2019 Fun and Funky Dinner honored Michelle Connors for her service in our community. $33,937 was raised from this annual fundraiser, generating over $15,000 more than last year. What a fun night! Despite the rainy weather early on, the 20th Annual Street Painting Festival was a success. Our gross income was **$9,120.** Our regular Annual Giving letters were created again by Cameron and raised **$5,359.** We cut quite a few expenses this year by bringing on Cameron. Through her detail oriented loyalty to our budget, Cameron has proven a true asset!

Thank you for allowing me to be on the Executive Board, I enjoyed every moment of it!



ArtHaus
Board of Directors

Officers

Ron Nowviskie
President

Merelyn Goldsmith
Vice President of Administration

Terra Good
Vice President of Communications

Laurie Gomon Ring
Vice President of Programs & Exhibitions

Ann Pintiliano
Vice President of Resource Development

Sherman Coleman
Treasurer

Directors

Don Ariel
Marla Basli
Ed Dimayuga
Ted Doran
Kelly Ferguson
Monique Fischer
Marliyn Ford
Bryce Hammond
Jim O'Shaughnessy
John Trost
Lee Walker

Executive Director

Cameron Vintson

ArtHaus Staff

Savannah Zanosky

2019 ARTHAUS MVP'S

GRANTS • SPONSORS • DONORS

ArtHaus would like to thank the following individuals, businesses, and foundations for their unwavering support in 2019 that allowed our organization to humbly serve our community.

Benefactors : $5,000 - $10,000

The City of Port Orange & Volusia County Cultural Grant

Builders : $500 - $4,999

Maggie Thompson ★ Halifax Health ★ Volusia County Council
Daytona Beach Racing & Card Club ★ Raymond James ★ Councilwoman Marilyn Ford
Daytona International Speedway ★ Doran Sims Wolfe & Ciocchetti & Yoon ★ Florida Hospital
Florida Power & Light ★ G&S Good Environmental ★ Jim & Sharron France ★ Halls for Hire
Ron & Bettie Nowviskie ★ Root Company ★ Gwen Tarantino ★ Rotary Club Daytona Beach West
Thomas Ruse Meachum ★ Bahama House ★ Cobb Cole ★ Hyatt & Cici Brown ★ Jeff Feasel
John DiCesare ★ Massey Services ★ Natural Concepts Revisited ★ Taylor Farms ★ Walmart

Patrons : $100 - $499

Lowe Orthodontics • Mary Ann Richardson • Zahn Engineering • Heather Bond Vargas • Robert Denninger
Giles Electric • Jack & Kathy Ottoson • Joie Alexander • Robert Favis • Couchman Printing • Daytona Playhouse
Gary & Kate Clark • Lori Staudt • Reginea Schutt • Bryce Hammond • David Santiago • Fred Costello
Glenn & Connie Ritchey • Gordon Noseworthy • Joni Hunt • Liz Francati • Michael Nunn • Nancy & Robert Maddox
Anne Faircloth • Carl & Mary Jo Browning • Drs. Stephen & Gina Sevigny • Elly Evans • Kathleen McCammon
Keith & Theresa Kaczamarek • McNamara Construction • Nancy Lohman • Sean & Angie Browning • Wanda Chan
Wanda Kowitz • Rose & Ed Micara

In-Kind Donations

All Aboard Storage • Amish Home Furnishings • Backpack Software • Bahama House Resort • Bee Line Rentals
BJ's Wholesale • Couchman Printing • Crossfit Port Orange • Daytona Beach Board Store • Daytona Escape Room
El Caribe Resort • Extreme Striping • Krispy Kreme Doughnuts • Marjorie's Rugs • The Marine Science Center
Marine Discovery Center • My Adornments • Natural Concepts Revisited • Pat's Riverfront Café • Port Orange Subway
Port Orange Community Trust • Publix • Mon Delice Bakery • Nova Road Subway • Sandy Point • S.R. Perrott
Skip's Garden • Studio Bleu • The Daily Grind • Three Brother Boards • Tic Tok • Tom Papa & Chef Papa's Café
Triad Neija Academy • Tomoka Brewing Company • Vonda's Hair Salon • Walmart

AN ARTHAUS LEGEND . . .

In 2019, we said goodbye to an ArtHaus Legend. Glenn Ring, husband of ArtHaus Co-Founder and Board Member Laurie Gomon Ring, passed in September of 2019. For over 20 years, Glen dedicated hundreds of volunteer hours to aid in fulfilling the ArtHaus mission. From installing student exhibitions in our gallery to helping with set up for all of our major fundraising events, Glenn's dedication to our youth organization was in itself, a work of art.

ArtHaus shall forever hold his kind smile in our hearts.

DIRECTOR'S REPORT

CAMERON VINTSON
EXECUTIVE DIRECTOR

2019 proved to be a fun and exciting year for ArtHaus. As our programs and operations evolve, it is so important to thank our amazingly supportive community for allowing us to follow our mission and serve and inspire through art. Humble thanks also goes to our Volusia County Art Educators for their dedication to our youth's artistic future.

Art is a fundamental cornerstone of human culture, and as such, is vitally important for cultural growth - especially in that of our youth.

Through our programming this year, we were able to increase self-esteem, nurture creative development, provide healthy forms of self-expression, and lift the spirits of so very many young and deserving children. At the end of the day, this is what ArtHaus is about. There are so many children in our community, from all walks of life, that find themselves bereft of emotional support, and thus founder from time to time. Our dream is to impact these children, and all children, through art. By encouraging our youth to explore the world through art, we hope to help them find courage, passion, and confidence.

Our galleries allow our youth to complete the creative process by displaying their work for peer review. Only then is a young artist truly able to view their own work objectively, allowing for technical and creative development. These student exhibitions also provide a bridge through all generations in our community by connecting the viewers with our future's creative minds.

Going forward, we will continue to serve as a cultural and artistic resource for all ages in our community. We will help pave the way for better quality of life, doing so through art.

It is an honor and a privilege to serve the Volusia County community and its youth through ArtHaus. Working together, we can make an artistic difference.

ARTHAUS LENDS A HELPING HAND

Throughout 2019, ArtHaus made it a mission to partner with our fellow local organizations in order to further impact our community through art.

Fun-filled partnerships of 2019

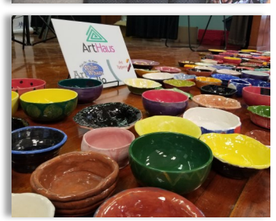
Halifax Urban Ministries Empty Bowls
Hope Place Family Homeless Shelter Fundraiser

Halifax Humane Society's Mutt Strut

Port Orange Community Trust
Spring Fair Kid Zone

Port Orange Walmart's
Back 2 School Bash Student Fair

Halifax Urban Ministries & ArtHaus
Empty Bowls @ Hope Place 2/2019



Walmart' Kids Back to School Bash 8/2019

9th Annual Daytona Beach Mutt Strutt 4/2019

Port Orange's Spring Family Days, 3/2019

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/21/2020

Consent item: No

SUBJECT: (G12) Environmental Advisory Board Appointment

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Nominate one citizen to the Environmental Advisory Board to serve a three (3) year term.

SUMMARY: Christina Berry has resigned from the Environmental Advisory Board and a new member needs to be appointed to fill a three (3) year term. The following applications have been received by the City Clerk and are attached for your review:

John Beel
Michael Arminio

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Arminio, Michael	Arminio, Michael.pdf
2.	Beel, John	Beel, John.pdf

Robin Fenwick — Created/Initiated - 7/6/2020
Jake Johansson — Final Approval - 7/6/2020

applied to 1/15/08 RC

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
___ Construction Regulation Board*
___ Code Enforcement Board*
___ Charter Review Board
___ Civil Service Board
___ Districting Commission*
___ Golf Course Advisory Board
___ Community Redevelopment Agency
___ Library Advisory Board
___ Parks and Recreation Board
(1) Planning Commission*

Pension Boards*
___ General Employees
___ Police
___ 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 SUN High Date Graduated 1977

College DBCC Date Graduated DIDN'T 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 PS CHAMBER 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 _____ Date 10-4-07

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 7/21/2020

Consent item: No

SUBJECT: (G13) Parks and Recreation Advisory Board Appointment

DEPARTMENT: City Clerk

GOAL:

RECOMMENDED MOTION: Nominate one citizen to the Parks & Recreation Advisory Board to fulfill the unexpired term ending February 15, 2021.

SUMMARY: There is a vacancy on the Parks & Recreation Advisory Board due to the resignation of Julie Day. The term expires February 15, 2021. The City Clerk has received the following applications:

John Beel
Karen Caldwell
Jonathan Foley
Shawn Holmes
Robert Reinhagen

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Beel, John	Beel, John.pdf
2.	Caldwell, Karen	Caldwell, Karen.pdf
3.	Foley, Jonathan	Foley, Jonathan.pdf
4.	Holmes, Shawn	Holmes, Shawn.pdf
5.	Reinhagen, Robert	Reinhagen, Robert.pdf

Robin Fenwick — Created/Initiated - 7/6/2020
Jake Johansson — Final Approval - 7/6/2020

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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

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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.

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• Collaborated with dealer-owner to analyze overall financial statements to ensure cost containment and profitability.
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• Guided and implemented safety programs, and ensured OSHA compliance in this highly regulated industry.
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Outside Interests

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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.

From: noreply@civicplus.com
To: CityClerk
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Wednesday, July 1, 2020 7:10:41 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	Eastport Community Redevelopment Agency, Parks and Recreation Board, Town Center Community Redevelopment Agency
Pension Boards*	*Field not completed.*
Order of Preference	Parks and Recreation, Town Center CRA, Eastport CRA

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	Karen
Last Name	Caldwell
Date of Birth	8/22/1966
Telephone	3866797301
Email Address	kcaldwell08@hotmail.com
Business Telephone	3866797301
Are you a registered voter in Port Orange?	Yes

Address	5568 Trailside Dr Port Orange 32127
City Council District	1
How long have you been a resident of Port Orange?	approx 20 years
Are you currently serving on a City Board?	No
If yes, when and which board?	*Field not completed.*

References

Please list three references (business and / or personal)

Reference 1	Stan Schmidt 5574 Trailside Dr 386-405-3574
Reference 2	Drew Bastian 386-299-7943
Reference 3	Kim Brown 386-308-9859

Education

High School	Warren Central High School
Date Graduated High School	5/25/1984
College	University of Kentucky
Date Graduated College	12/10/1988
Degree	BBA Marketing

Additional Information

Work Experience	Barnes and McDonnell Pediatric Dentistry
Interests / Activities	Yoga, walking, kayaking, refinishing furniture. Picking up litter....
Community Involvement	Family Days/Spring Carnival, Coastal cleanup events

Why do you desire to serve on these boards?	I have lived in Port Orange since 1995. The city has grown exponentially in that time. City leaders have done a wonderful job making it a great place to raise a family. I am concerned about how the continuing growth impacts public safety and the environment.
Resume / Additional Information	*Field not completed.*

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Type your name to sign	Karen Caldwell
Date	7/1/2020

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.

Print

Advisory Boards and Commissions Volunteer Application - Submission #2057

Date Submitted: 2/14/2019

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for

- [ ] Charter Review Board
- [ ] Civil Service Board
- [ ] Code Enforcement Board*
- [ ] Districting Commission*
- [ ] Eastport Community Redevelopment Agency
- [x] Environmental Advisory Board
- [ ] Interim City Council Member - Dist. 1
- [x] Parks and Recreation Board
- [x] Planning Commission*
- [ ] Town Center Community Redevelopment Agency

Pension Boards*

- [ ] Fire
- [ ] General Employees
- [ ] Police

Order of Preference

Planning Commission, Environmental Advisory Board, Parks and Recreation Board

All of the above boards / commissions are subject to the "Sunshine Law"

* Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.

First Name

Jonathan

Last Name

Foley

Date of Birth

3/24/1992

Telephone

3868828440

Email Address

johnnyreedfoley@gmail.com

Business Telephone

Are you a registered voter in Port Orange?

- (•) Yes
- ( ) No

Address

629 Herbert St.

City Council District

District 1

How long have you been a resident of Port Orange?

21 years

Are you currently serving on a City Board?

- ○ Yes
- ◉ No

If yes, when and which board?

Please list three references (business and / or personal)

Reference 1

Name: Reese Peacock
Address: 1399 Surrey Park Dr. Port Orange, FL 32128
Phone: (386)-682-7177

Name, Address and Telephone Number

Reference 2

Name: Rachel Taylor
Address: 421 Canal St. New Smyrna Beach, FL 32168
Phone: (386)-624-2078

Name, Address and Telephone Number

Reference 3

Name: Edwin Brett
Address: 450 Merrimac Dr.
Phone: (386)-882-2633

Name, Address and Telephone Number

High School

Oak Hill Christian Academy

Date Graduated High School

5/5/2010

College

Daytona State

Date Graduated College

mm/dd/yyyy

Degree

Business Admin

Work Experience

I've proudly worked for my church as a music director and now serve as a trustee on the board. I also have worked as a subcontractor for several local businesses providing assistance with social media, web design & other technical support. Finally, I have owned my own business, Reed Foley LLC for about five years now which has been the location for all of my music related business.

Interests / Activities

I like going to the gym, socializing with other, attending sporting events and concerts.

Community Involvement

I'm heavily involved with my church. We have a few volunteer programs that have been helping the community in various aspects for about 10 years. Also, as a city council candidate I've spent the last month canvasing door to door and doing meet and greets which have given me somewhat of an understanding about our citizens and their concerns.

Why do you desire to serve on these boards?

I want to become more involved in the community and the local government. I have a desire to help people and work with others to create solutions to new challenges that our growing city presents to us.

Resume / Additional Information

A resume or additional information may be included

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Type your name to sign

Jonathan Foley

Date

3/24/1992

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at 386-506-5563.

From: noreply@civicplus.com
To: CityClerk
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Tuesday, November 26, 2019 4:15:17 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	Parks and Recreation Board
Pension Boards*	*Field not completed.*
Order of Preference	*Field not completed.*

All of the above boards / commissions are subject to the "Sunshine Law"

** Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.*

Personal Information

First Name	Shawn
Last Name	Holmes
Date of Birth	10/14/1976
Telephone	3868462533
Email Address	soholmes@live.com
Business Telephone	*Field not completed.*
Are you a registered voter in Port Orange?	Yes
Address	1739 Creekwater Blvd.

City Council District	3
How long have you been a resident of Port Orange?	15
Are you currently serving on a City Board?	No
If yes, when and which board?	*Field not completed.*
References	
Please list three references (business and / or personal)	
Reference 1	Jennifer Sisk, 1395 Dunlawton Ave. Port Orange, FL 32129, 386-506-5937
Reference 2	Marc Campbell, 386-295-4317
Reference 3	Mark Matovina, 386-679-4252
Education	
High School	Liberty County High Schoool
Date Graduated High School	5/19/1995
College	Northcentral University
Date Graduated College	12/16/2017
Degree	MBA: Organizational Leadership
Additional Information	
Work Experience	UPS - International Sales Manager (20 years)
Interests / Activities	Sports / Coaching / Community Service
Community Involvement	POYFA (Port Orange Pop Warner Youth Football and Cheer Association) - President
Why do you desire to serve on these boards?	Continued service to my Port Orange Community
	Resume available upon request (no place to attach)

Resume / Additional Information

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Type your name to sign	Shawn O. Holmes
Date	11/26/2019

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.

From: noreply@civicplus.com
To: CityClerk
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Tuesday, July 23, 2019 4:24:59 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	Parks and Recreation Board, Town Center Community Redevelopment Agency
Pension Boards*	*Field not completed.*
Order of Preference	1. Parks and Recreation Board 2. Town Center Community Redevelopment Agency

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	Robert
Last Name	Reinhagen
Date of Birth	11/30/1942
Telephone	(386) 756-6844
Email Address	reinhagenr@yahoo.com
Business Telephone	*Field not completed.*
Are you a registered voter in Port Orange?	Yes

Address	1425 Dexter Drive N., Port Orange, Fl. 32129
City Council District	3
How long have you been a resident of Port Orange?	16 years
Are you currently serving on a City Board?	Yes
If yes, when and which board?	*Field not completed.*
References	
Please list three references (business and / or personal)	
Reference 1	Greg Spradlin, 520 Legume Drive, Port Orange 32127 (386)589-6521
Reference 2	Sarah Jones, 44 Woodfield Drive, Port Orange Fl. 32129 (386) 290-2653
Reference 3	Leandro Barreiro, 719 Palm Circle Drive, Port Orange, Fl. 32127 (386) 295-6395
Education	
High School	Bogota High School, Bogota, NJ
Date Graduated High School	6/15/1960
College	Drew University, Madison, NJ
Date Graduated College	6/15/1969
Degree	Bachlor Degree, Economics Major
Additional Information	
Work Experience	Quality Assurance Specialist Defense Contract Administration Services
Interests / Activities	Bicycling, reading, woodworking, gardening
Community Involvement	attending city events and meetings

Why do you desire to serve on these boards?	I enjoy this city and I want to do my part to help make it an even better place. I believe that I can listen, study, question and learn, thereby contributing to the process.
Resume / Additional Information	*Field not completed.*

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Type your name to sign	Robert P. Reinhagen
Date	7/23/2019

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 7/21/2020

Consent item: No

SUBJECT: (H14) Second 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

Robin Fenwick Created/Initiated - 7/1/2020

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:

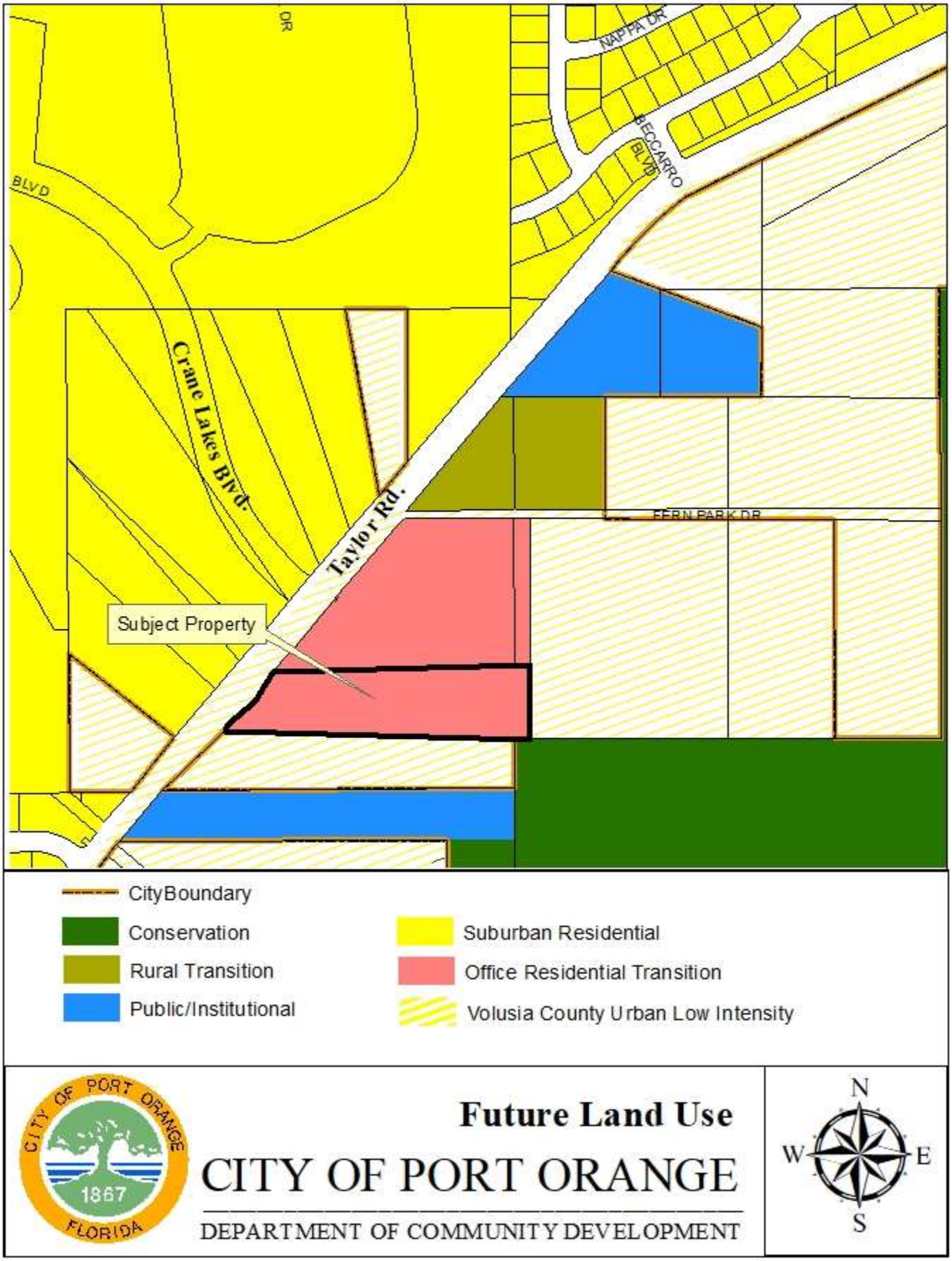
_____
Robin L. Fenwick, MMC, City Clerk

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
N
W
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S

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.

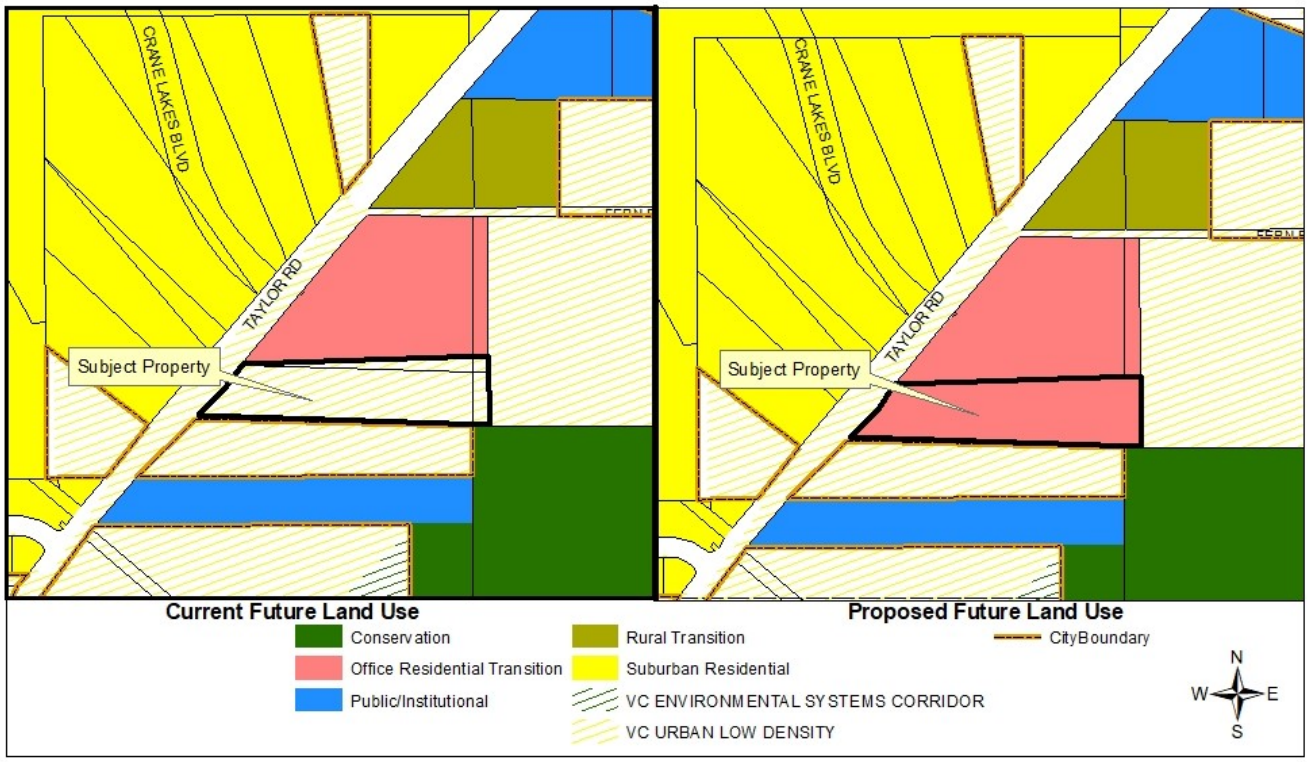
Table 1. Surrounding Land Uses and Zoning

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

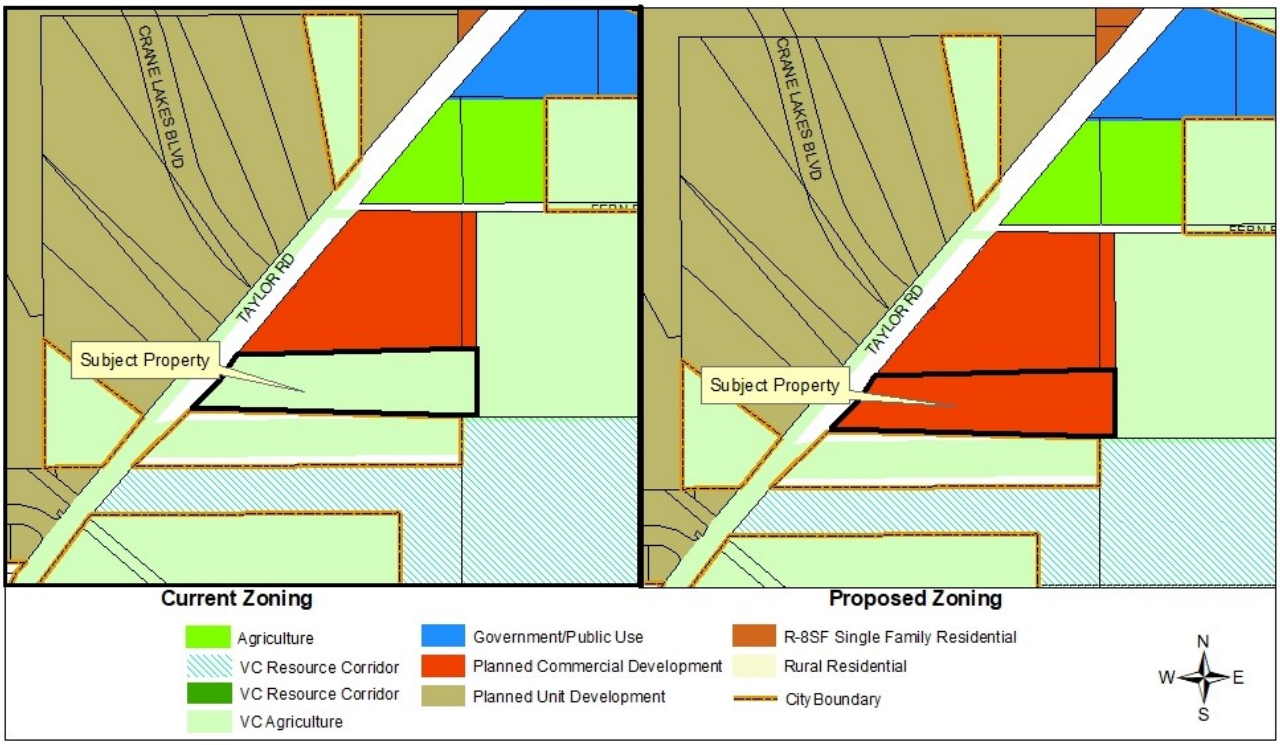
The current adopted FLU designation for the subject property and adjacent properties and the proposed FLU designation for the subject property is identified in Figure 2.

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 #1: -5 unit +199,450 sq.ft.
		Scenario #2: 265,934 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 7/21/2020

Consent item: No

SUBJECT: (H15) Second 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

Robin Fenwick Created/Initiated - 7/1/2020

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]

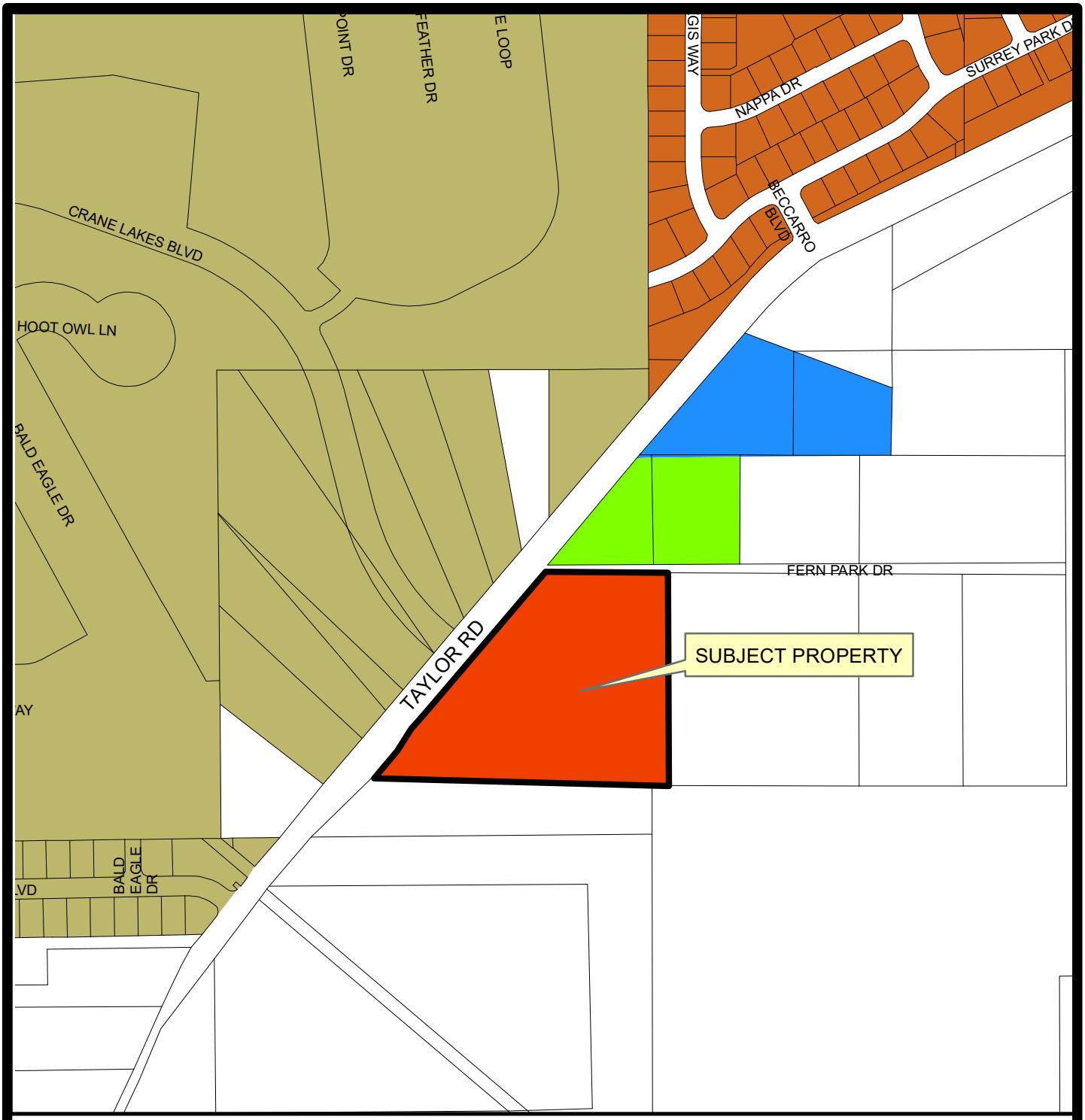
Exhibit 1

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

_____
_____
Printed name

By:_____
Donald O. Burnette, Mayor
1000 City Center Circle
Port Orange, Florida 32129

_____
_____
Printed name

_____
_____
Printed name

Attest_____
Robin L. Fenwick, CMC, City Clerk
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.

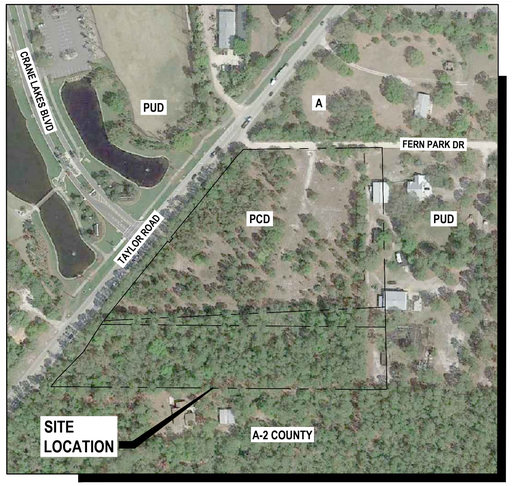
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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

SP19 — 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 CUMPANCY.

PROJECT TEAM

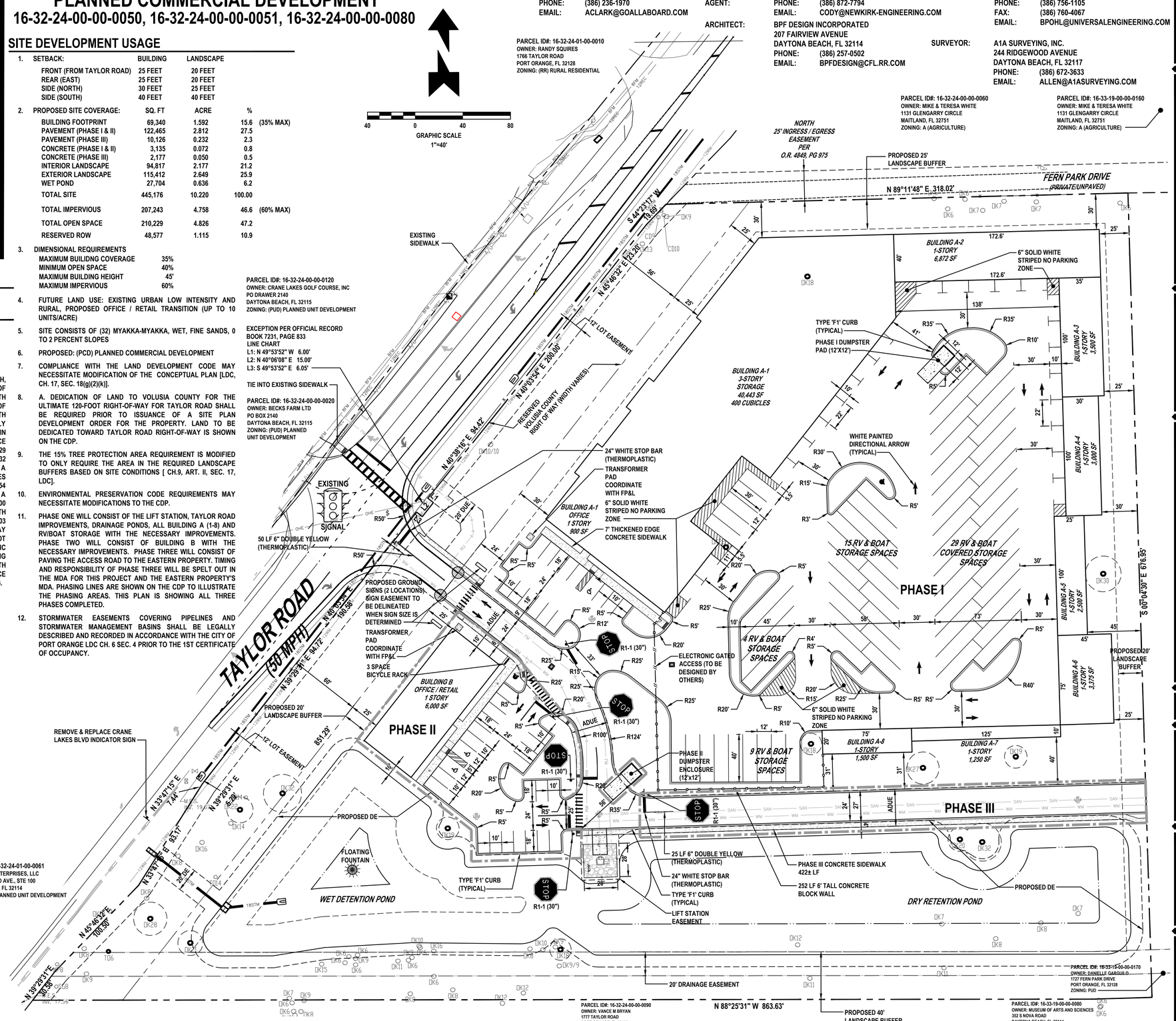
PROPERTY OWNER / APPLICANT: CRANE LAKES DEPOT LLC, 5111 S RIDGEWOOD AVENUE #201, PORT ORANGE, FL 32127, PHONE: (386) 236-1970, EMAIL: ACLARK@GOALLABOARD.COM

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. # 2600584
© 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

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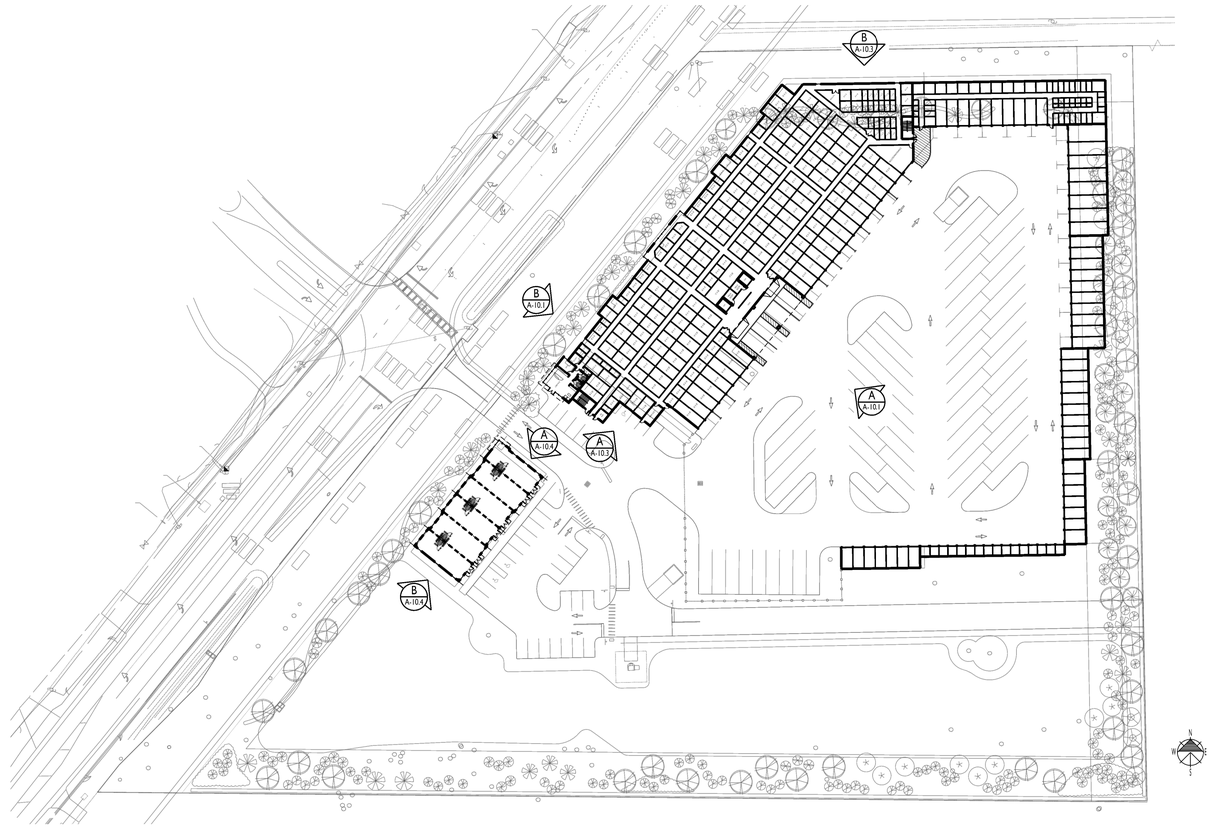
BRADLEY D. BAUKNECHT, P.E. 75388

PROJECT No:	2018-115
DATE:	SEPTEMBER 2019
DESIGN BY:	BDB
DRAWN BY:	CAB
CHECKED BY:	BDB
SCALE:	1" = 40'

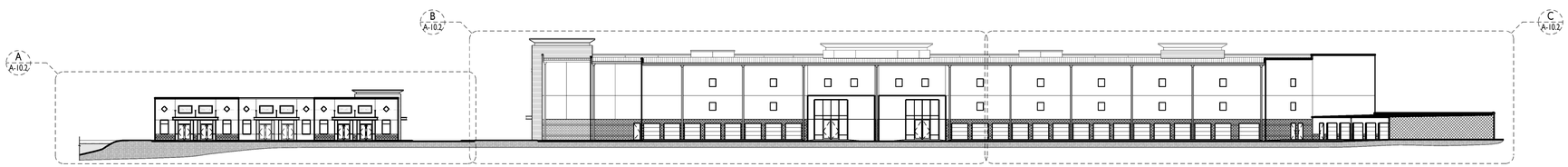
DRAWING NUMBER

EX-B

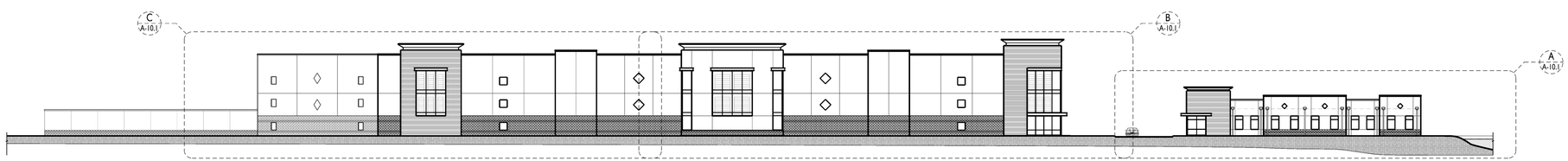
EXHIBIT C



C A-10.0 OVERALL ELEVATIONS PLAN
SITE KEY
SCALE: NTS



A A-10.0 OVERALL E ELEVATION
FACING INTERIOR OF SITE
SCALE: 1/32" = 1'-0"



A A-10.0 OVERALL W ELEVATION
FACING TAYLOR ROAD
SCALE: 1/32" = 1'-0"

GENERAL NOTES:

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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

N
W
E
S

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REVISIONS

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) 257-5502 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"	

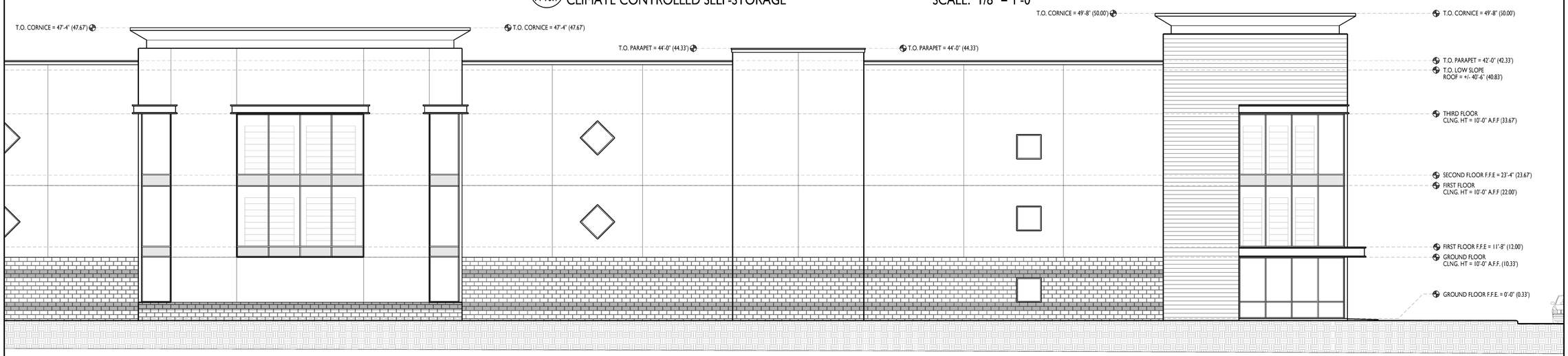
0 10' 25' 50' 85'

ARCHITECT'S / ENGINEER'S SEAL

C / A-10.1 BUILDING A-1 PARTIAL W ELEVATION

CLIMATE CONTROLLED SELF-STORAGE

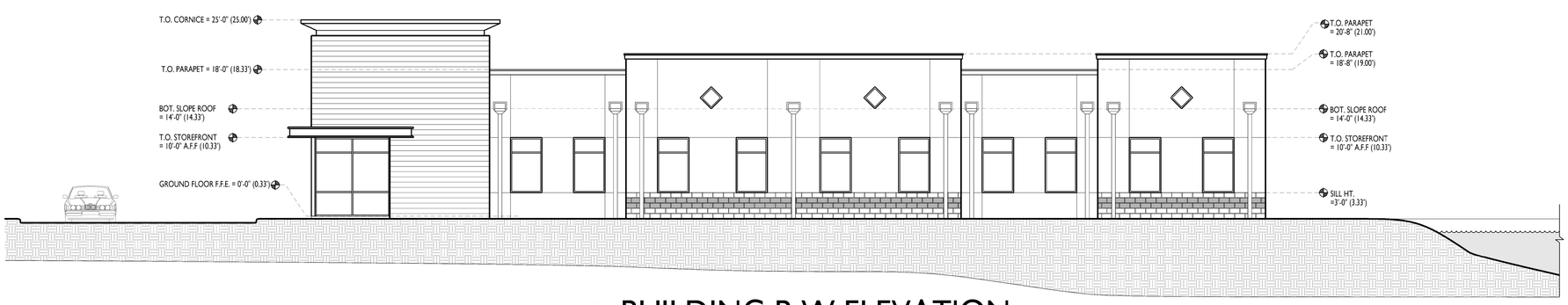
SCALE: 1/8" = 1'-0"



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:

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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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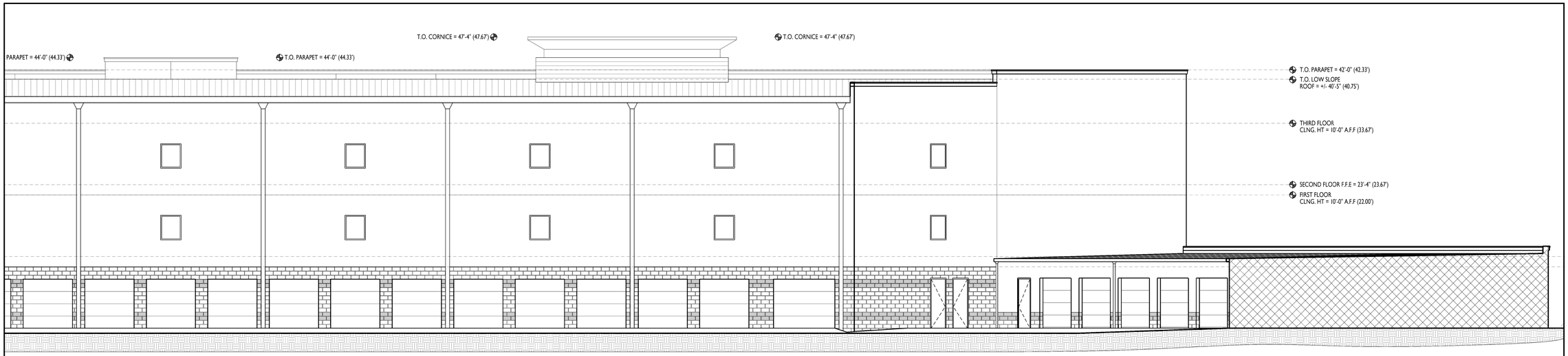
PH: (386) 257-0502 FX: (386) 257-1050
E-MAIL: bfredley@bpfdesign.com WEBSITE: bpfdesign.com

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"	

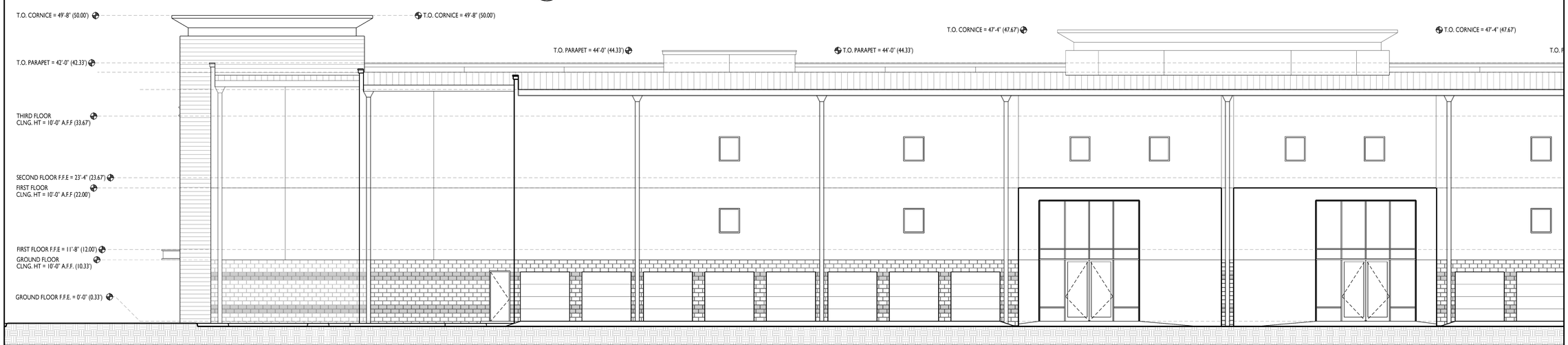
0 2' 8 14 20'

ARCHITECT'S / ENGINEER'S SEAL



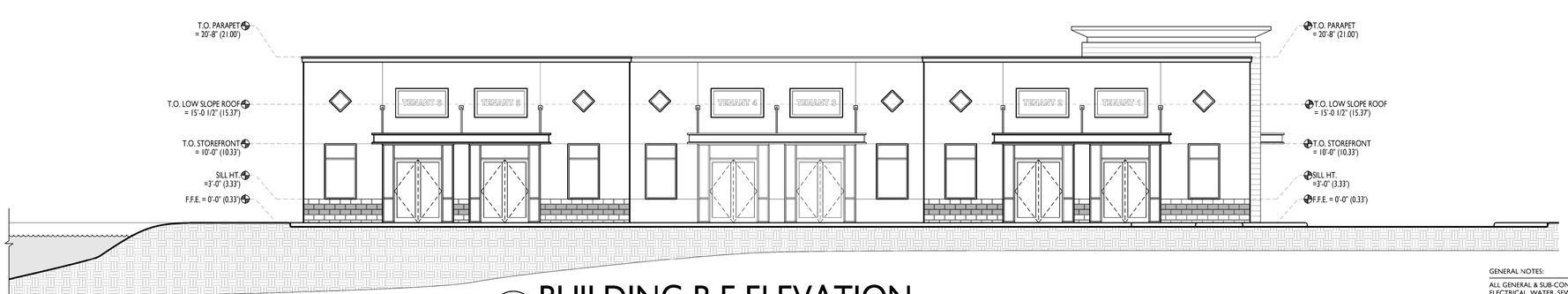
C / A-10.2 BUILDING A-1 PARTIAL E ELEVATION

CLIMATE CONTROLLED SELF-STORAGE SCALE: 1/8" = 1'-0"



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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PROJECT LOCATION: 1763 TAYLOR ROAD, PORT ORANGE, FL 32128
GENERAL CONTRACTOR: TO BE DETERMINED

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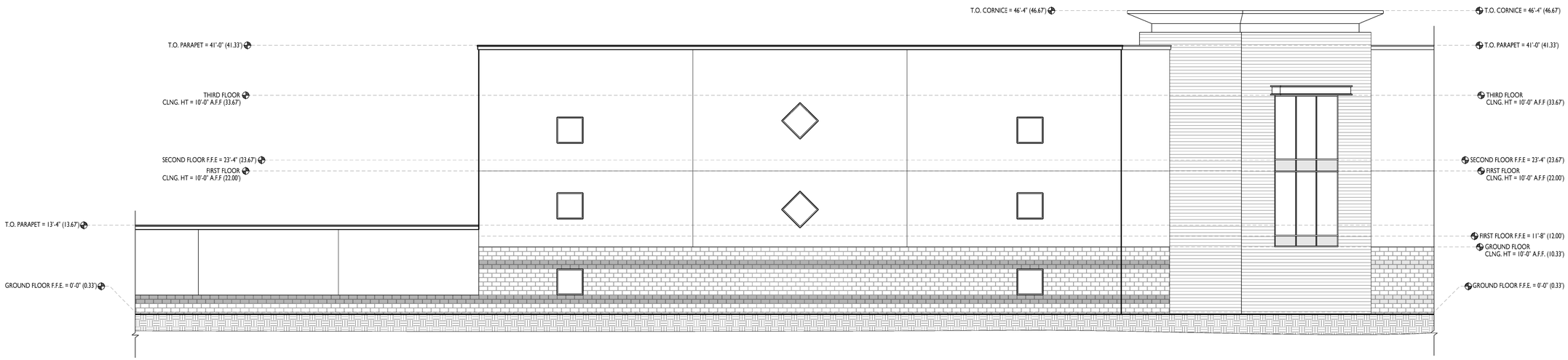
207 FAIRVIEW AVENUE, DAYTONA BEACH, FL 32114
PH: (386) 257-5502 FX: (386) 257-1050
E-MAIL: bfredley@bpfdesign.com WEBSITE: bpfdesign.com

ENLARGED E ELEVATIONS

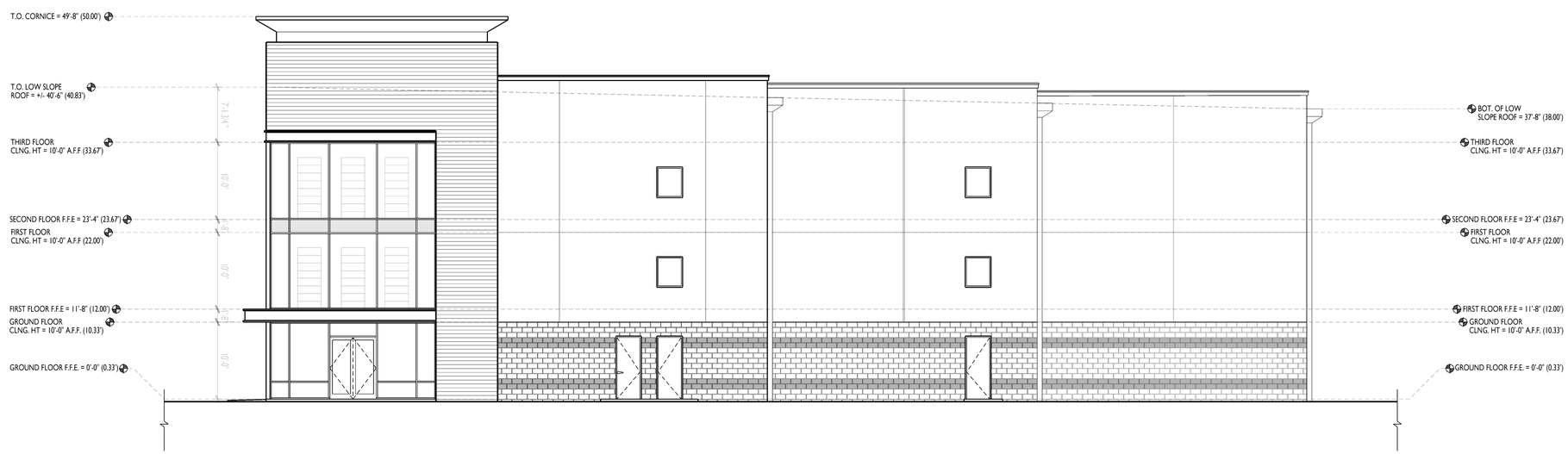
DRAWN BY: TBM	CHECKED BY: DBP & BPF
DATE: JANUARY 17, 2020	SHT NO. A-10.2
SCALE: 1/8"=1'-0"	

0 3' 6' 14' 20'

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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GENERAL CONTRACTOR: TO BE DETERMINED

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DALLAS B. PEACOCK, AIA, ARCHITECT
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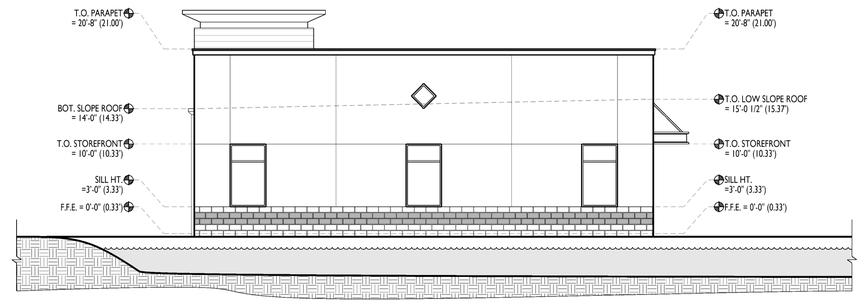
207 FAIRVIEW AVENUE, DAYTONA BEACH, FL 32114
PH: (386) 257-5502 FX: (386) 257-1050
E-MAIL: bfredley@bpfdesign.com WEBSITE: bpfdesign.com

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 2' 6' 14' 20'

ARCHITECT'S / ENGINEER'S SEAL

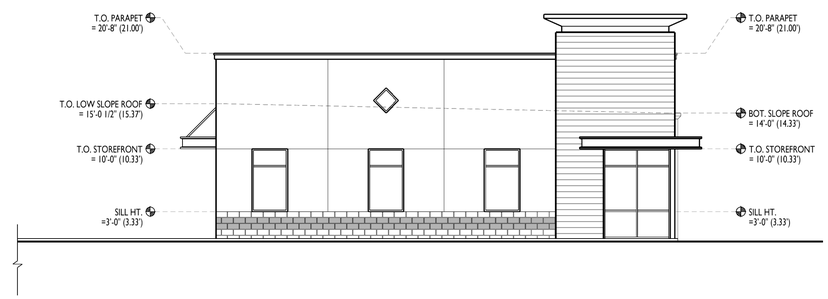


B
A-10.4

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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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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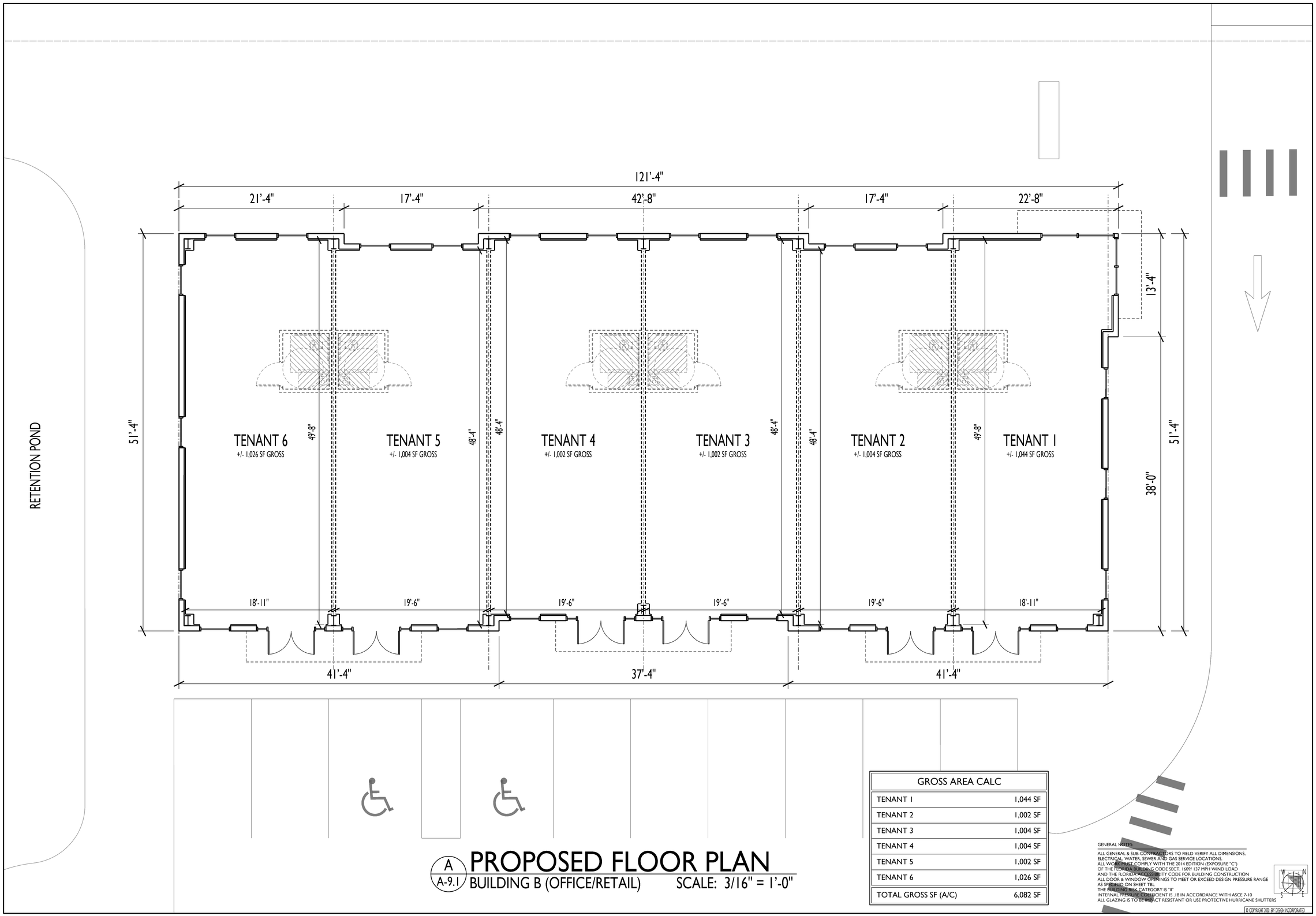
207 FAIRVIEW AVENUE, DAYTONA BEACH, FL 32114
PH: (386) 257-0302 FX: (386) 257-1050
E-MAIL: bfredley@bpfdesign.com WEBSITE: bpfdesign.com

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' 4' 14' 20'

ARCHITECT'S / ENGINEER'S SEAL



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

A / A-9.1 PROPOSED FLOOR PLAN

BUILDING B (OFFICE/RETAIL) SCALE: 3/16" = 1'-0"

GENERAL NOTES:

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BLDG. B PROPOSED PLAN

DRAWN BY: TBM	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

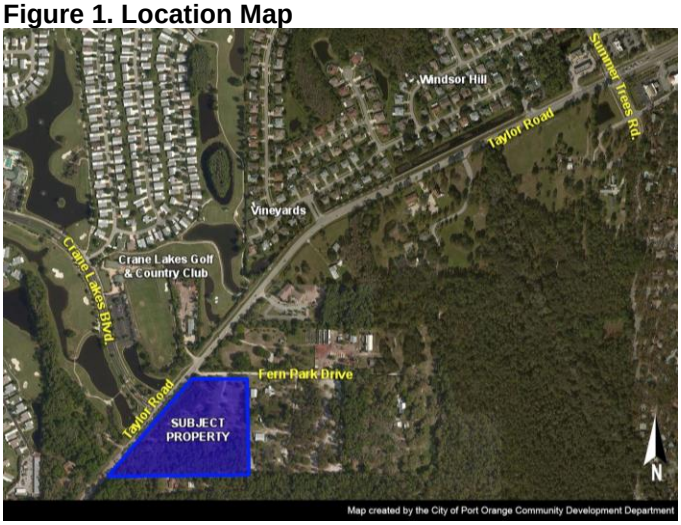
CASE NO. 19-65000003

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

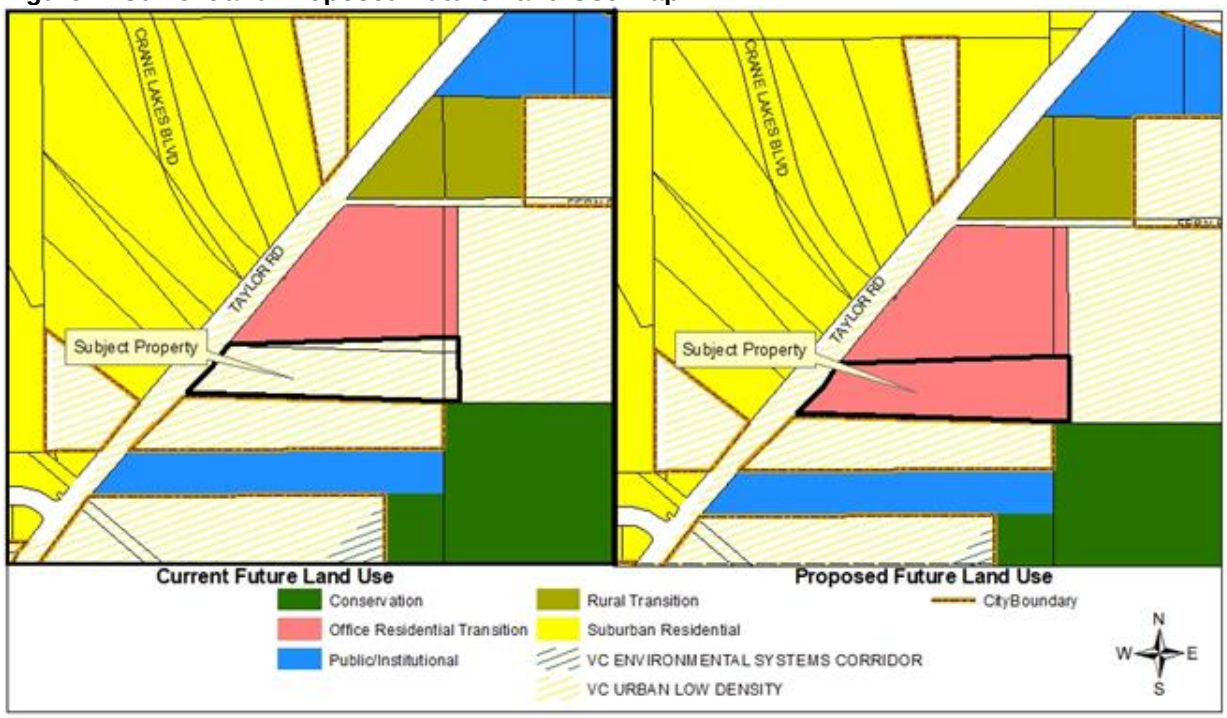


Figure 3. Current and Proposed Zoning Map

DEVELOPMENT PROPOSAL

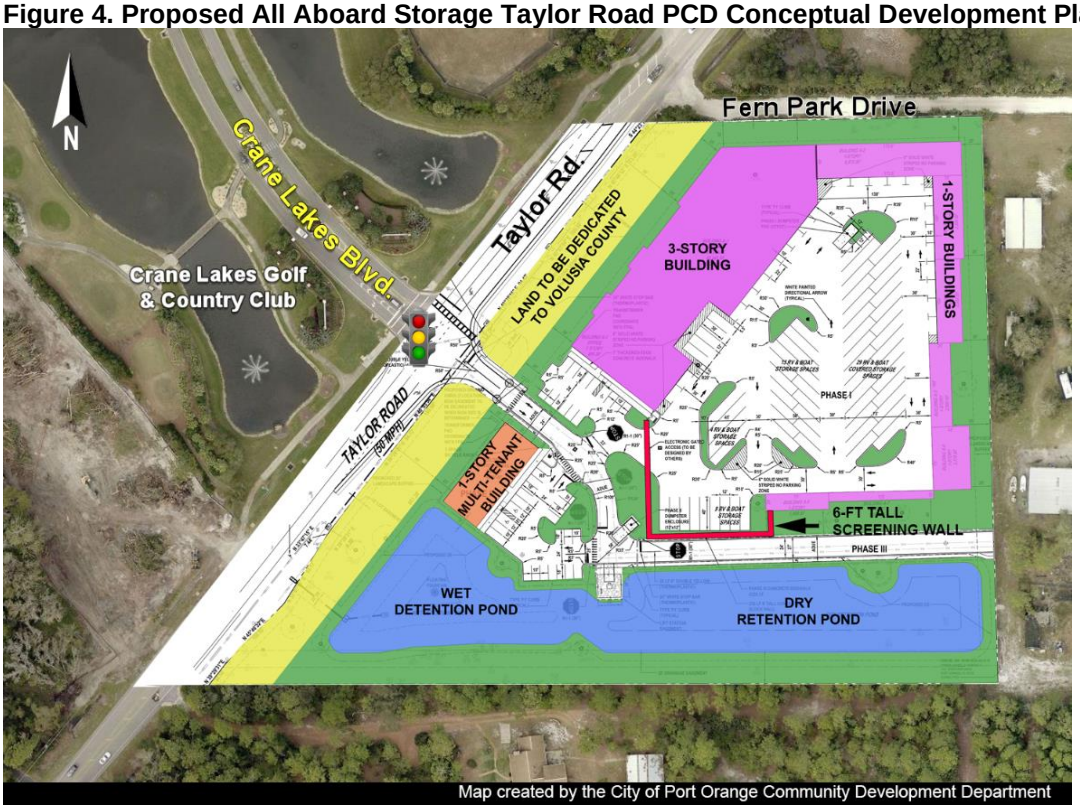
If approved, the All Aboard Storage Taylor Road Master Development Agreement (MDA) and the Conceptual Development Plan (CDP) will provide the regulatory framework for the development of the subject property with a 3-story self-storage building, seven 1-story self-storage buildings, covered RV/boat parking 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.

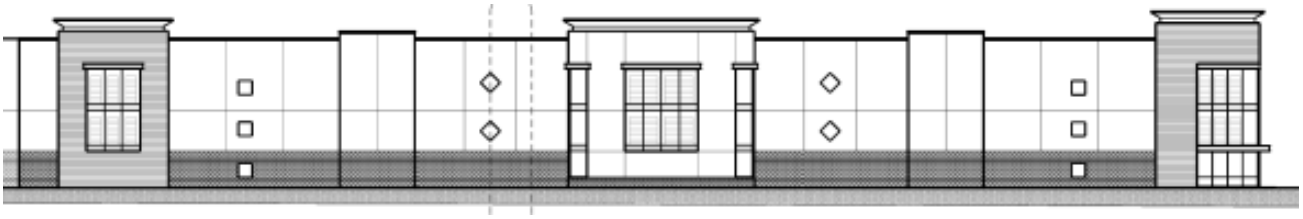
Instead of a 6' screen wall or fence along the east and north property line, the developer is proposing to utilize the rear wall of the self-storage buildings to serve as the screen wall between the development and the residential area to the east and north. The rear walls of the self-storage buildings 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.

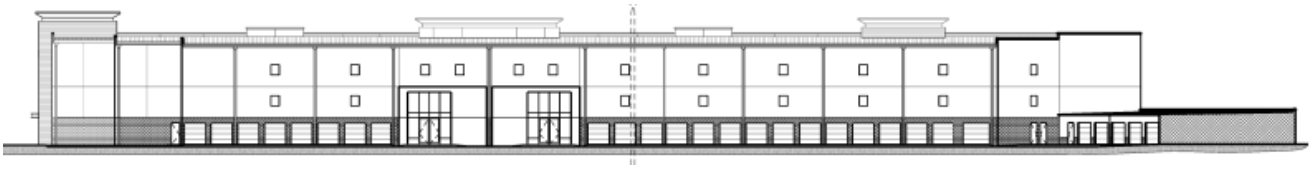
Architecture

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.

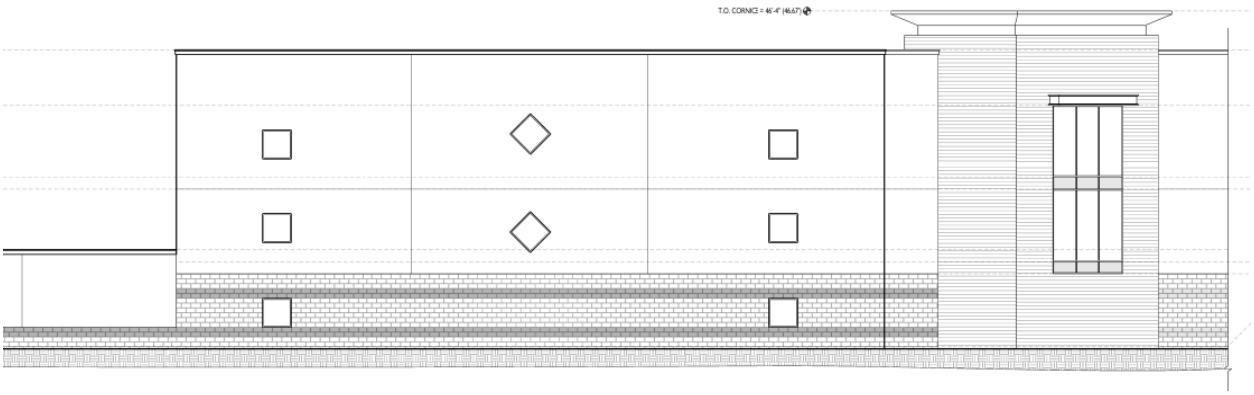
Figure 4. Proposed Building Elevations for All Aboard Taylor Road PCD



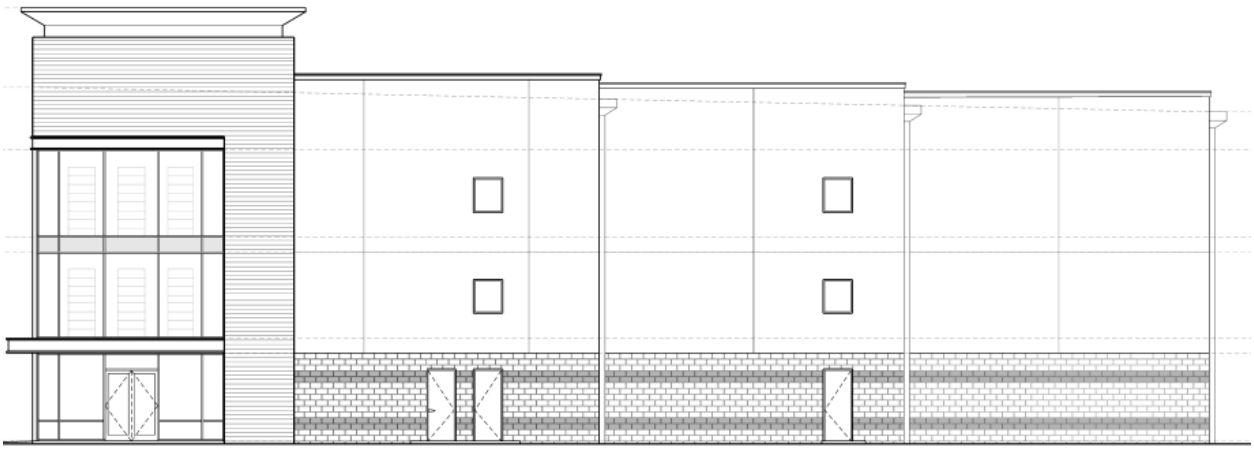
West Elevation – 3-story building Facing Taylor Road



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 7/21/2020

Consent item: No

SUBJECT: (H16) Second 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

Robin Fenwick Created/Initiated - 7/1/2020

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

Case No. 20-10000001
CA7107

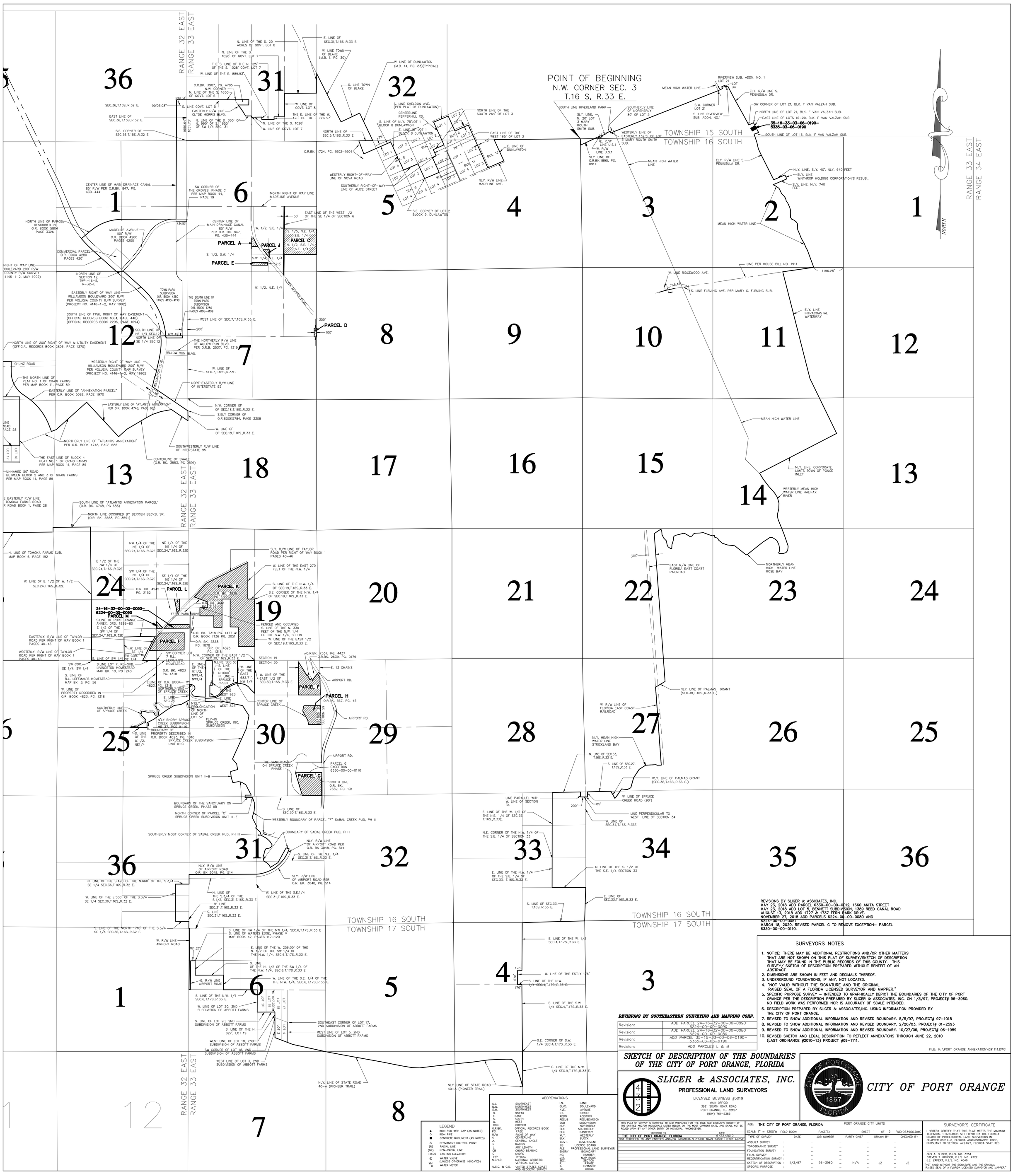
EXHIBIT “A”

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 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

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

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
1867
FLORIDA

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: THE CITY OF PORT ORANGE, FLORIDA — DATE: 5/27/2010
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

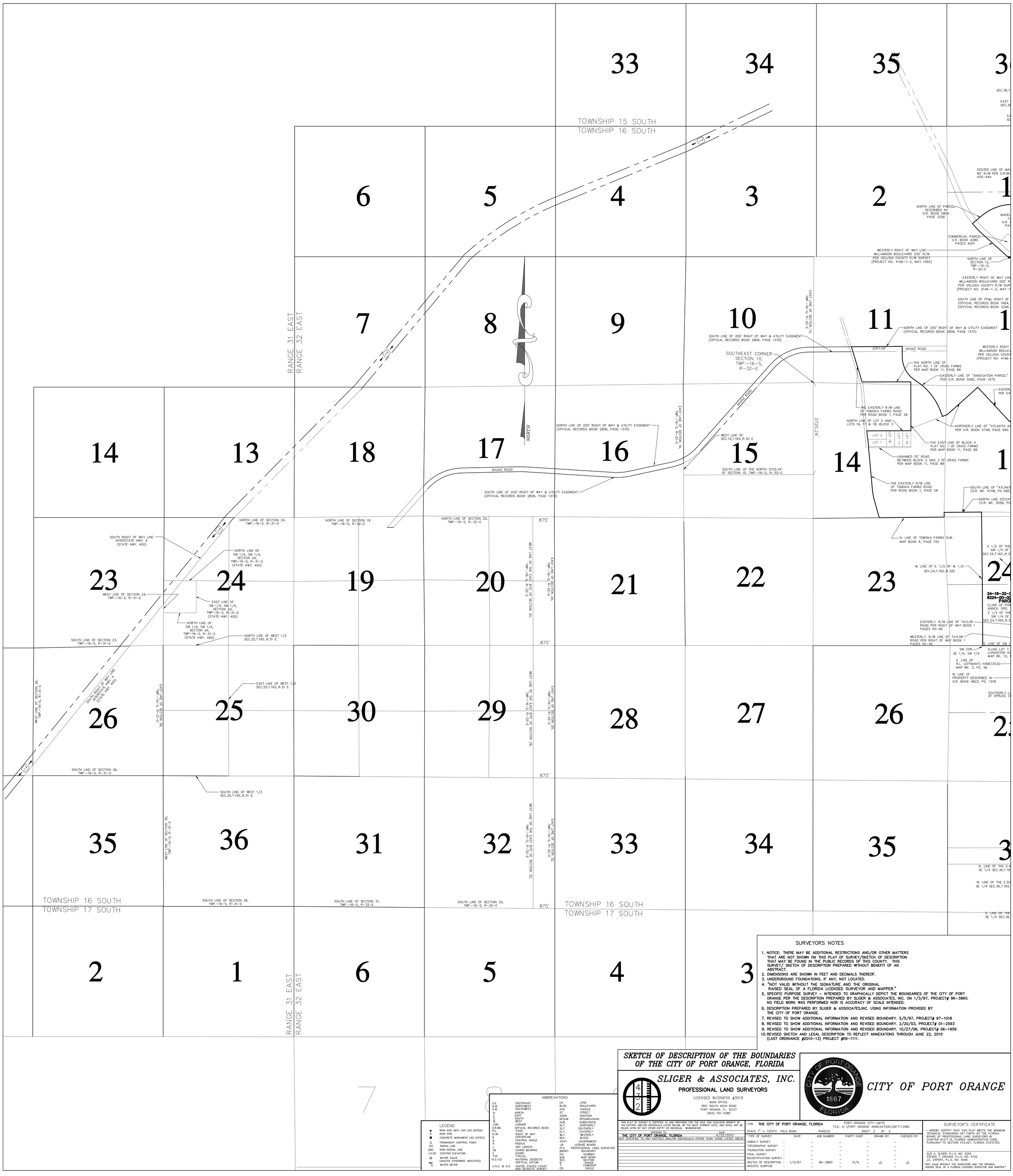
"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

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
		CR.	CIRCLE



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.
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MAIN OFFICE:
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CITY OF PORT ORANGE

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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 :	–	–	–	–	–

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"NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER."

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

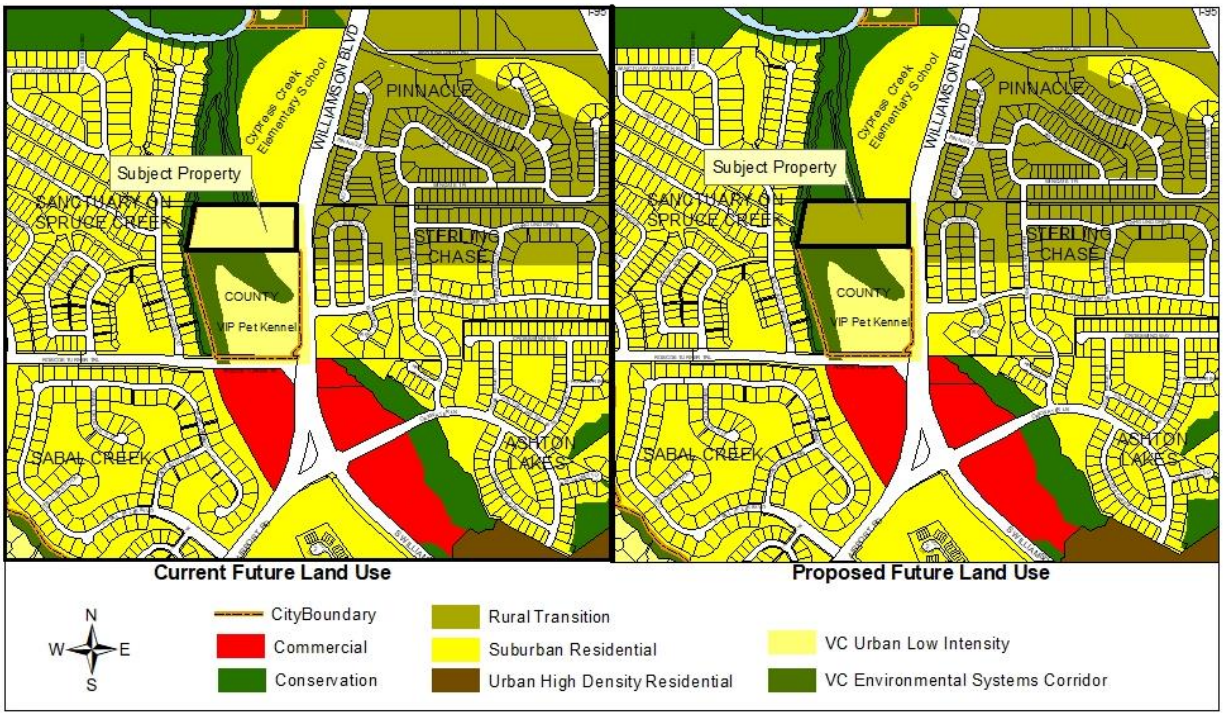
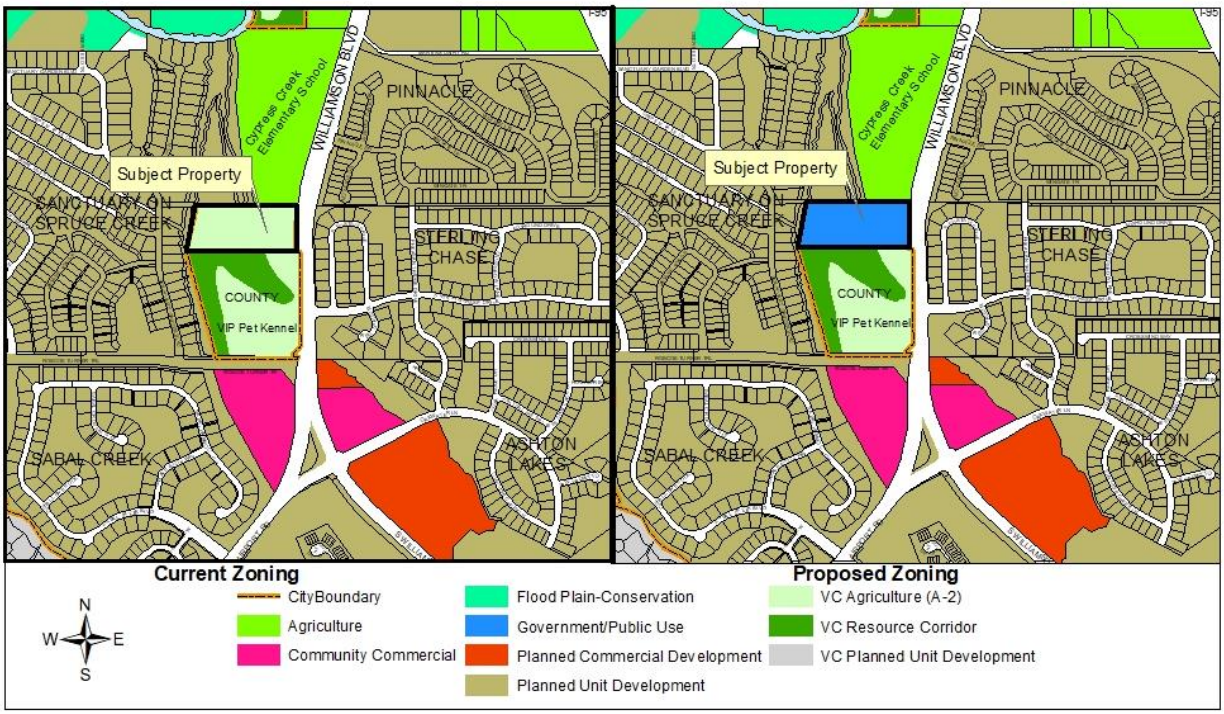


Figure 3. Current and Proposed Zoning



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 7/21/2020

Consent item: No

SUBJECT: (H17) Second 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

Robin Fenwick Created/Initiated - 7/1/2020

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:

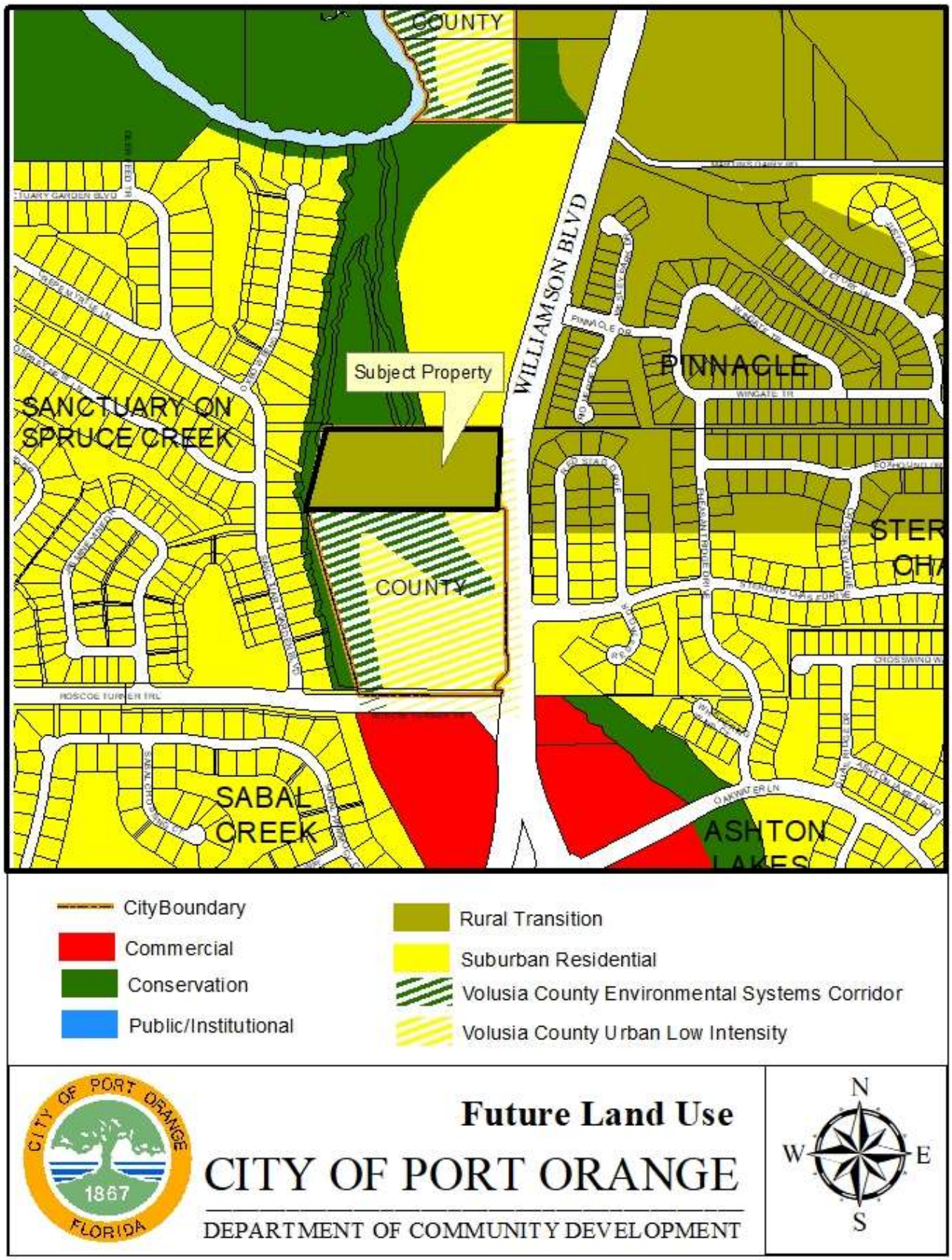
_____
Robin L. Fenwick, MMC, City Clerk

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
SANCTUARY ON SPRUCE CREEK
PINNACLE
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.

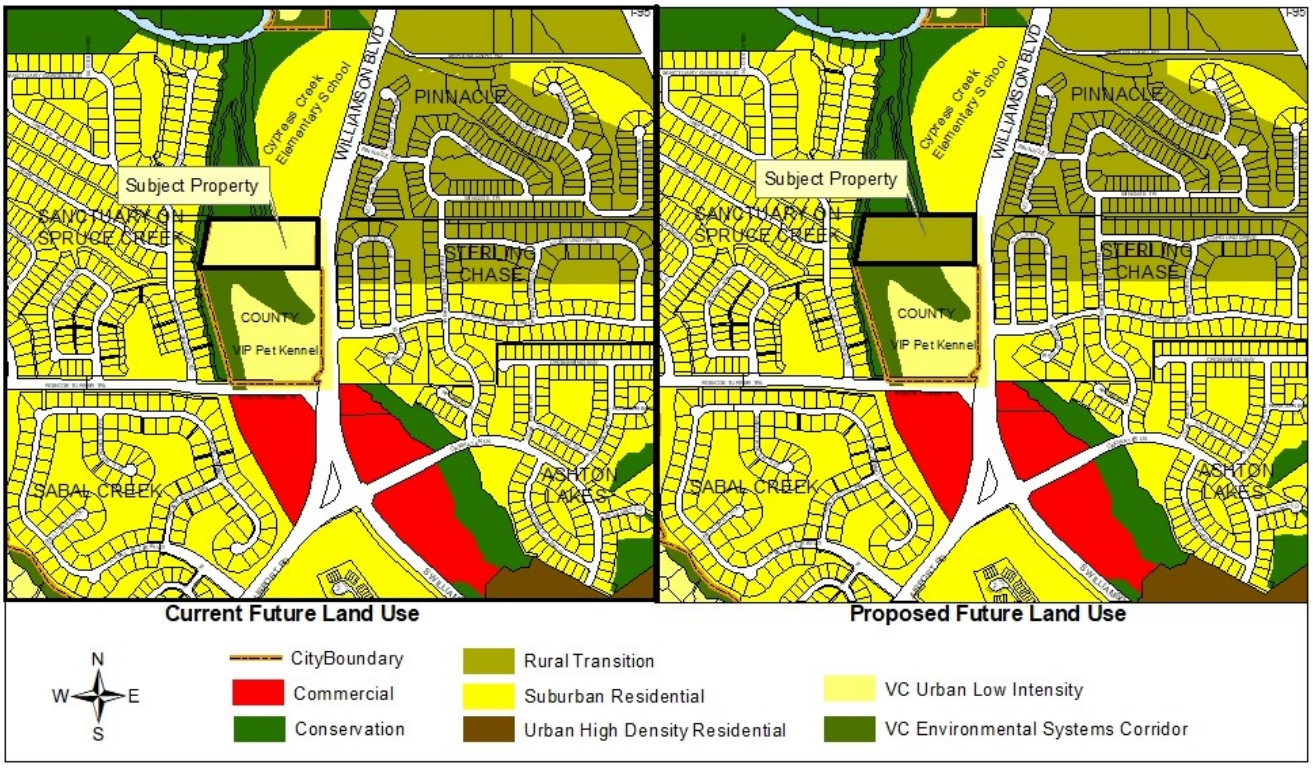
Table 1. Surrounding Land Uses and Zoning

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

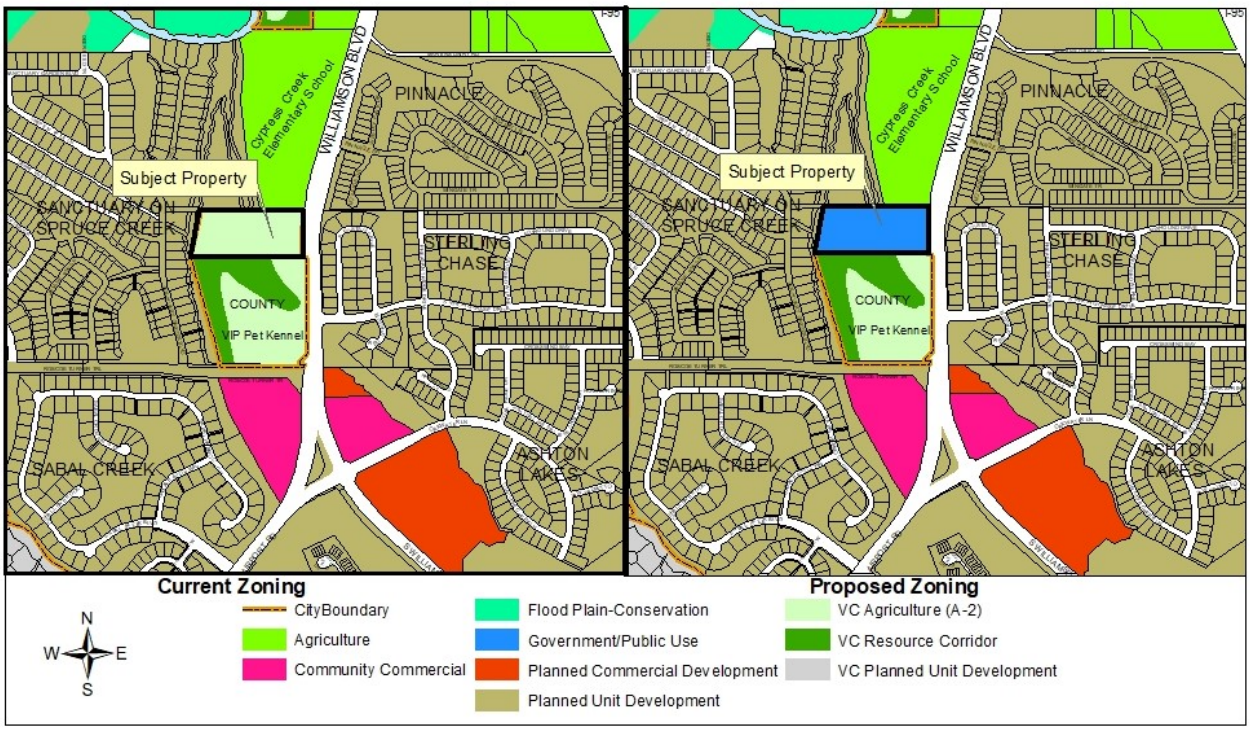
The current FLU designation for the subject property and adjacent properties and the proposed FLU designation for the subject property is identified in Figure 2. According to the Volusia County Comprehensive Plan, the current FLU designation [Volusia County *Urban Low Intensity* (0.2-4 units/acre)], 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 7/21/2020

Consent item: No

SUBJECT: (H18) Second 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

Robin Fenwick Created/Initiated - 7/1/2020

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

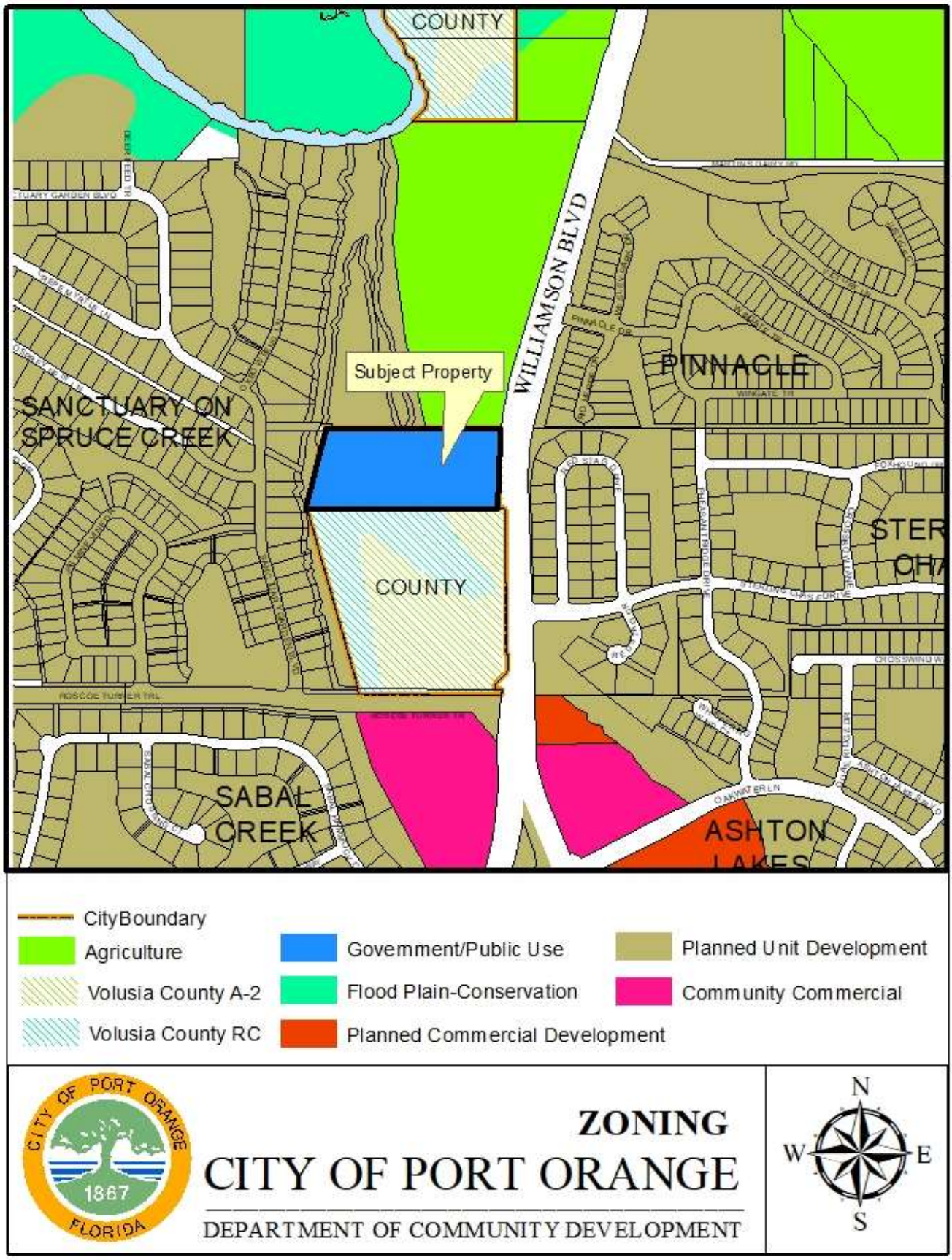
EXHIBIT “1”

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"

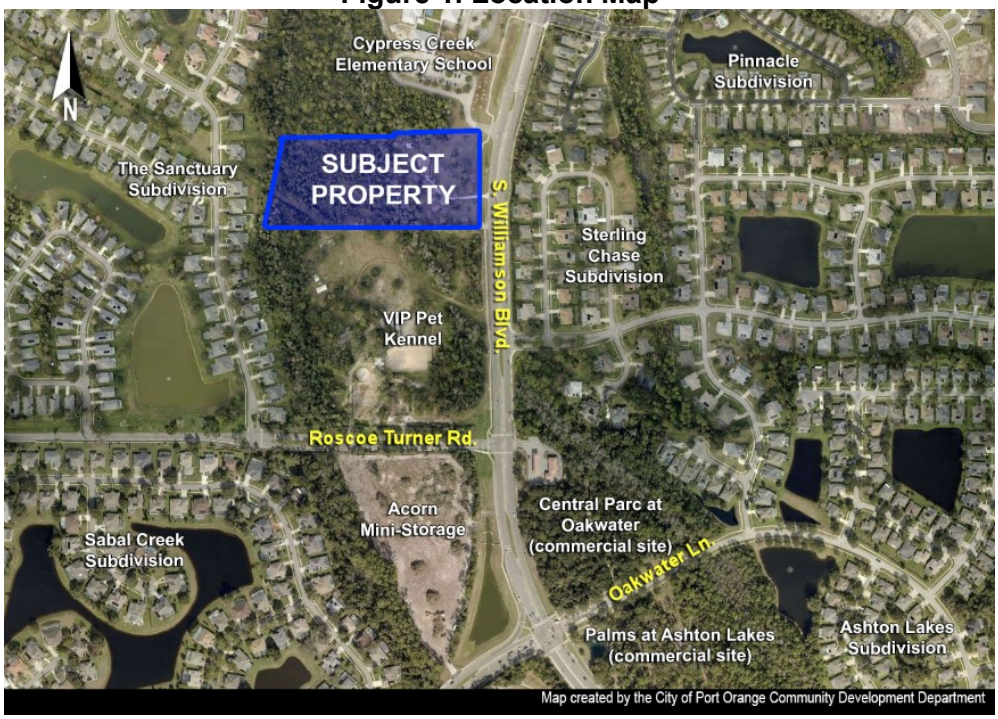

COUNTY
WILLIAMSON BLVD
Subject Property
PINNACLE
SANCTUARY ON SPRUCE CREEK
COUNTY
SABAL CREEK
ASHTON
CityBoundary
Agriculture
Volusia County A-2
Volusia County RC
Government/Public Use
Flood Plain-Conservation
Planned Commercial Development
Planned Unit Development
Community Commercial
CITY OF PORT ORANGE
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



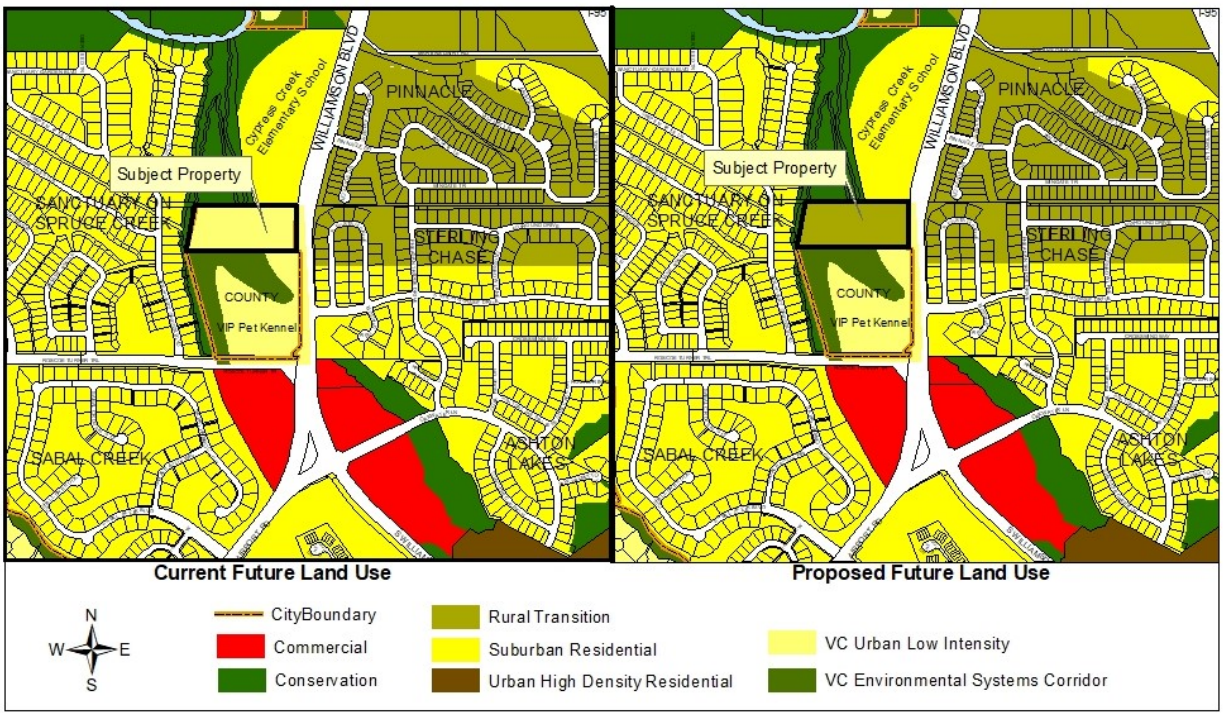
DISCUSSION

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.

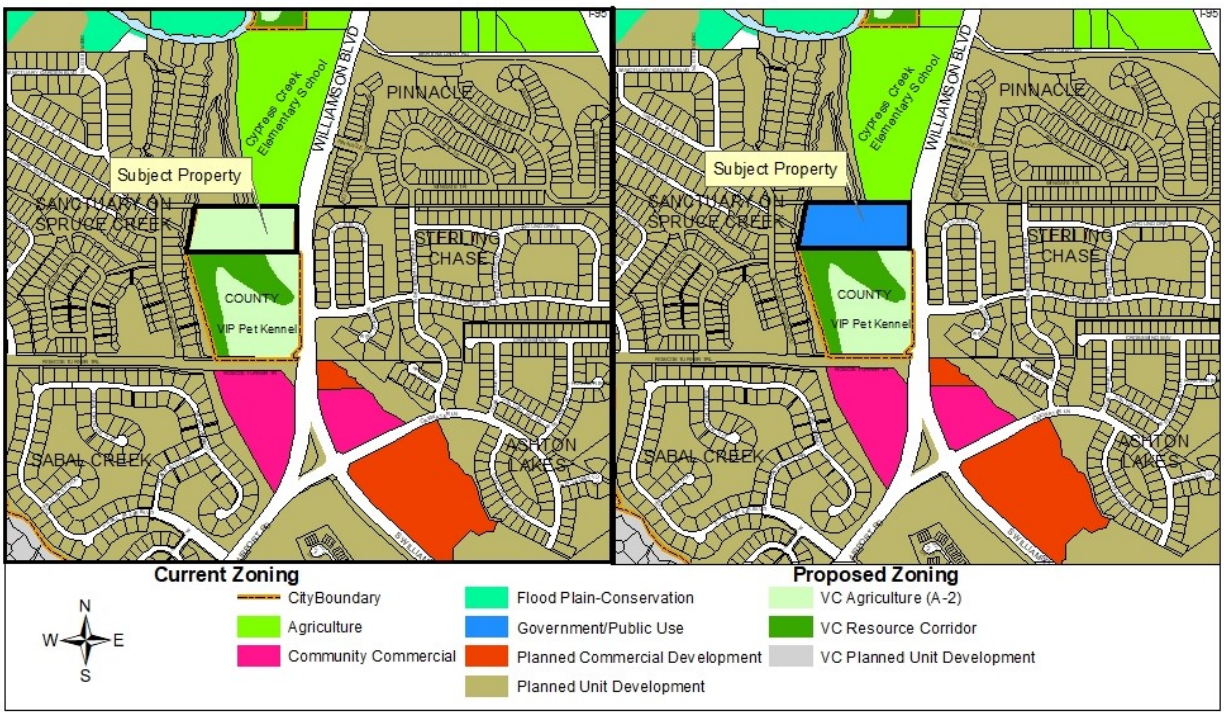
The current FLU designation for the subject property and adjacent properties and the proposed FLU designation for the subject property is identified in Figure 2.

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 7/21/2020

Consent item: No

SUBJECT: (H19) Second 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 and to authorize Mayor and City Clerk to execute associated declaration establishing easement rights in accordance with this Fourth Amendment.

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	Rev Ord 2020-16 Home Depot.pdf
2.	Staff Report	CC Home Depot Staff Report.pdf

Robin Fenwick Created/Initiated - 6/17/2020

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:

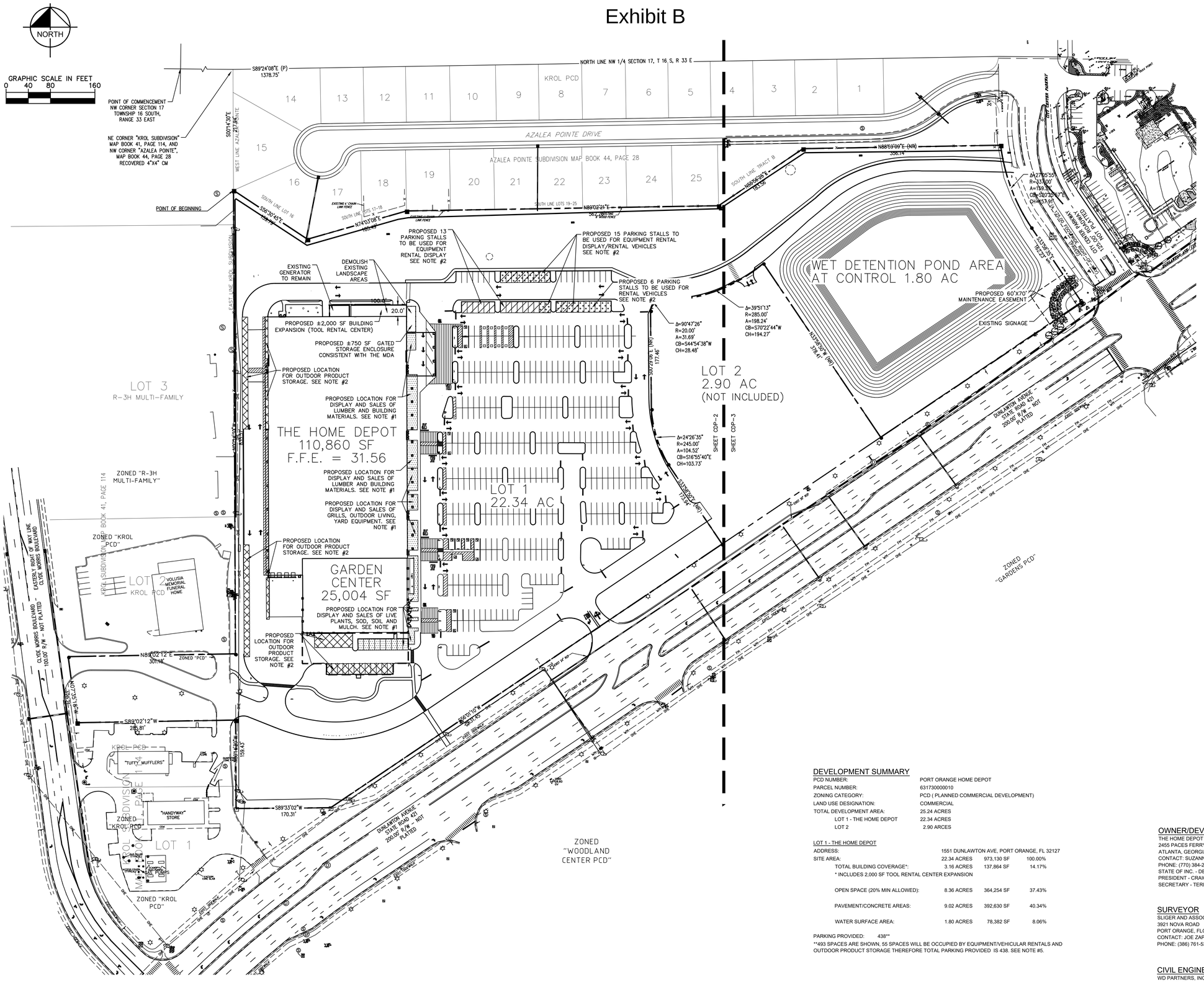
Exhibit A

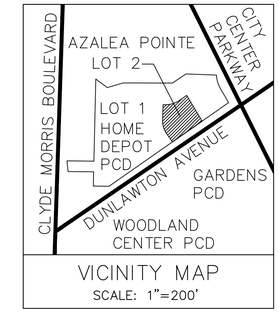
Legal Description
Home Depot PCD Lot 1

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	137,884 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
SUGER 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 00000696

LICENSED PROFESSIONAL
PETER VAN RENS, P.E.
FLORIDA LICENSE NUMBER 55553
DATE: 6/16/2020

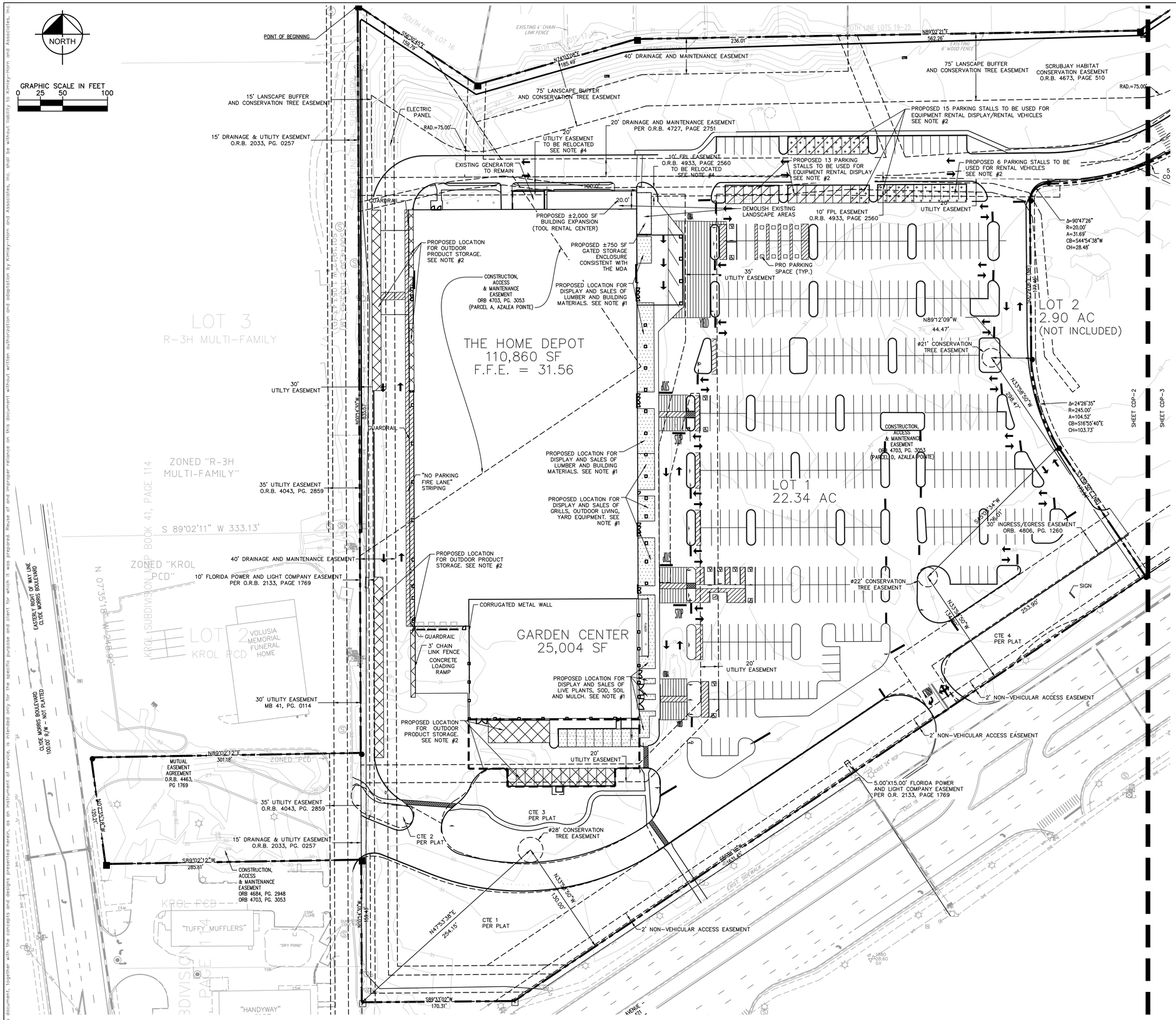
KHA PROJECT 047096057
DATE 12/13/2019
SCALE AS SHOWN
DESIGNED BY JBL
DRAWN BY KSC
CHECKED BY PVR

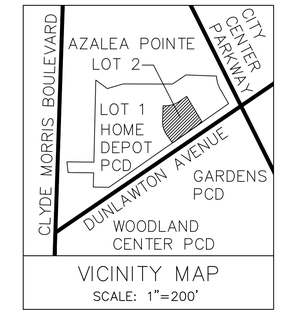
MDA EXHIBIT B
CONCEPTUAL DEVELOPMENT PLAN FOR THE 4TH AMENDMENT TO THE HOME DEPOT PLANNED COMMERCIAL DEVELOPMENT
PAGE 1 OF 6

THD #6335 TRC EXPANSION
PREPARED FOR
THE HOME DEPOT
CITY OF PORT ORANGE FLORIDA

SHEET NUMBER
CDP-1

This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.





VICINITY MAP
SCALE: 1"=200'

LEGEND:

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- LOCATION OF EQUIPMENT RENTALS
- LOCATION OF VEHICLE RENTALS
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No.	REVISIONS	DATE	BY

Kimley»Horn

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PAGE 2 OF 6

THD #6335 TRC EXPANSION
PREPARED FOR
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CITY OF PORT ORANGE FLORIDA

SHEET NUMBER
CDP-2

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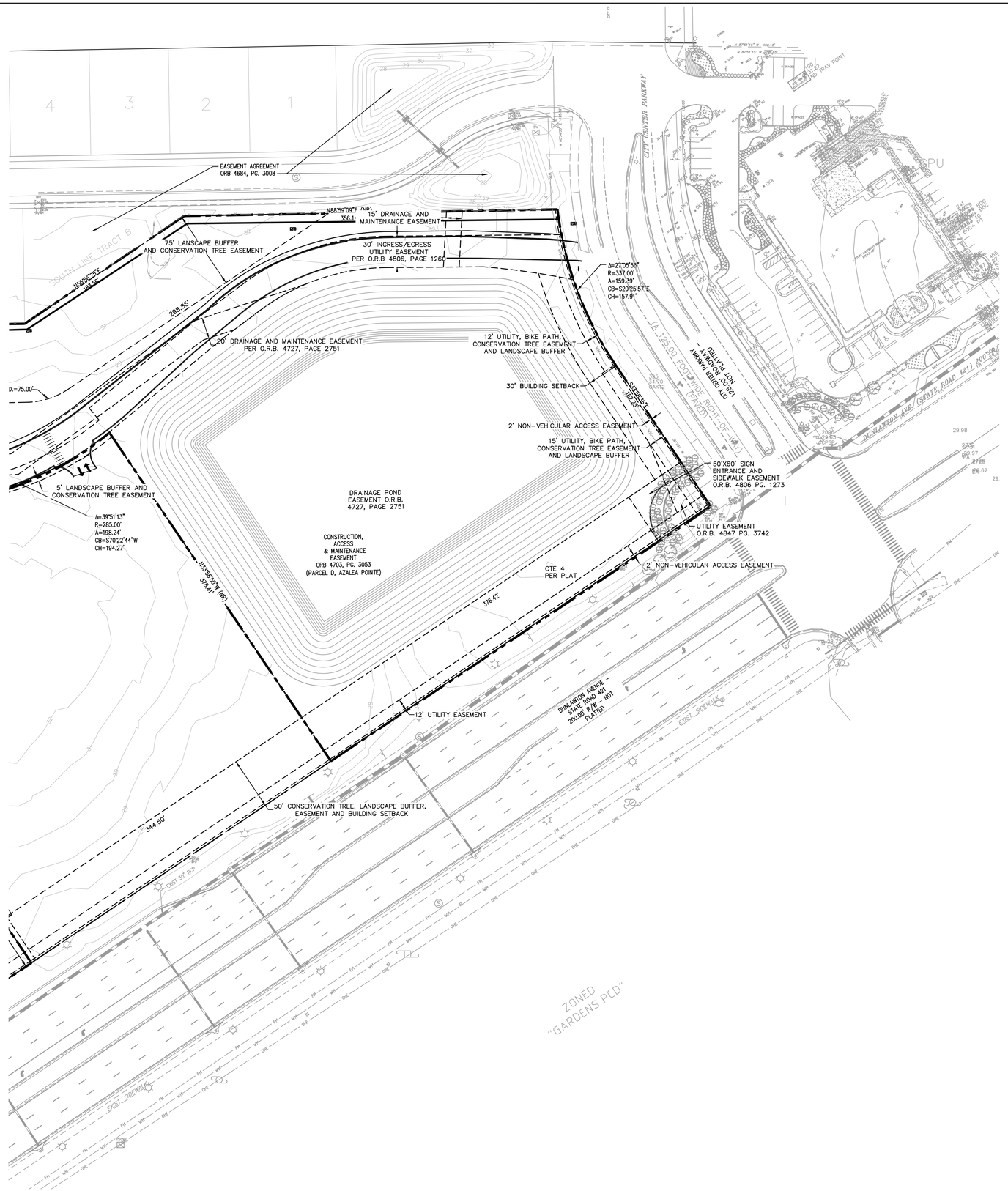
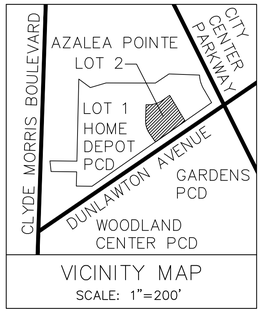
NORTH

GRAPHIC SCALE IN FEET
0 25 50 100





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:

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 01 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
PETER VAN RENS, P.E.
FLORIDA LICENSE NUMBER 55553
DATE: 6/16/2020

KHA PROJECT 047096057
DATE 12/13/2019
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

THD #6335 TRC EXPANSION
PREPARED FOR
THE HOME DEPOT
CITY OF PORT ORANGE FLORIDA

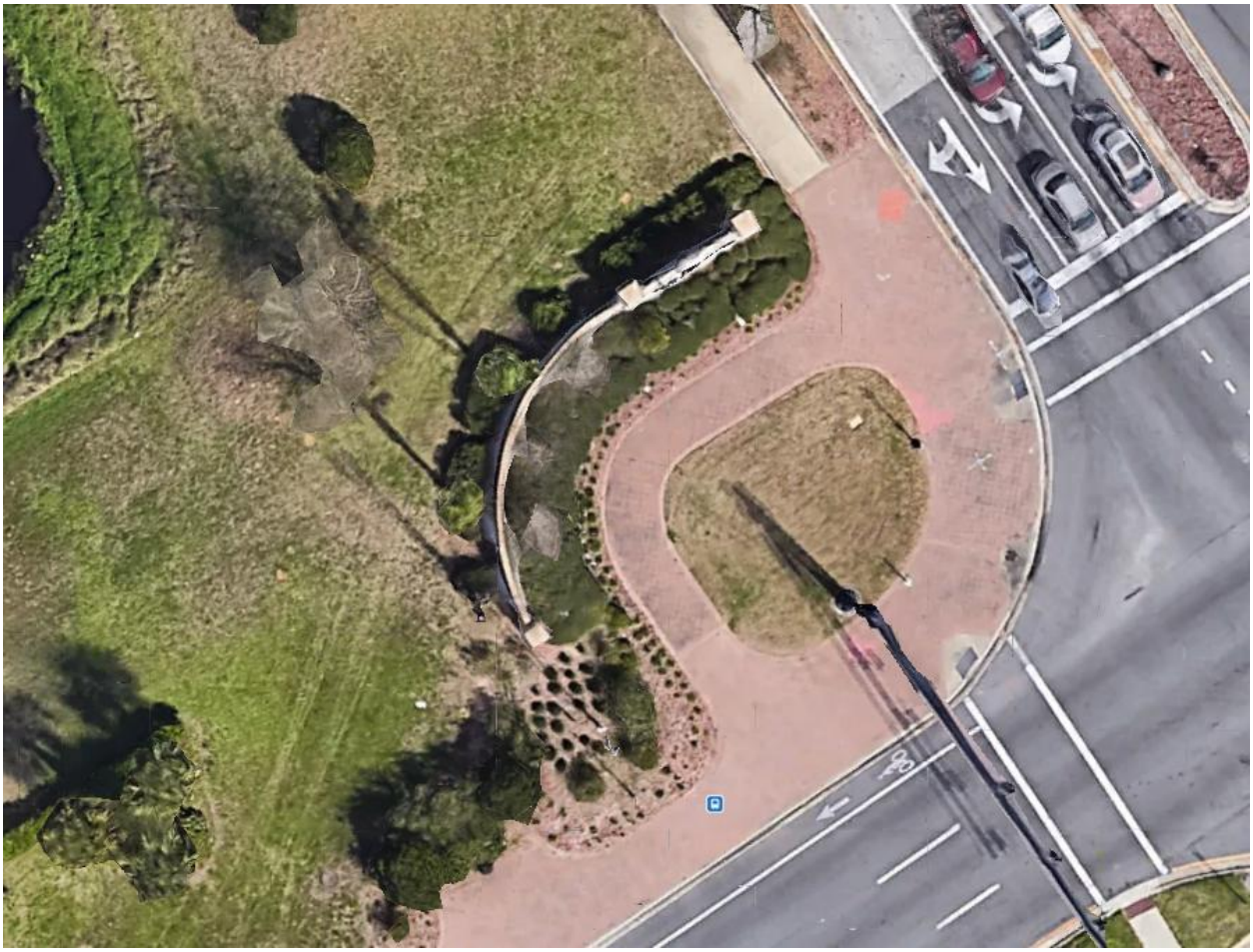
SHEET NUMBER
CDP-3

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.

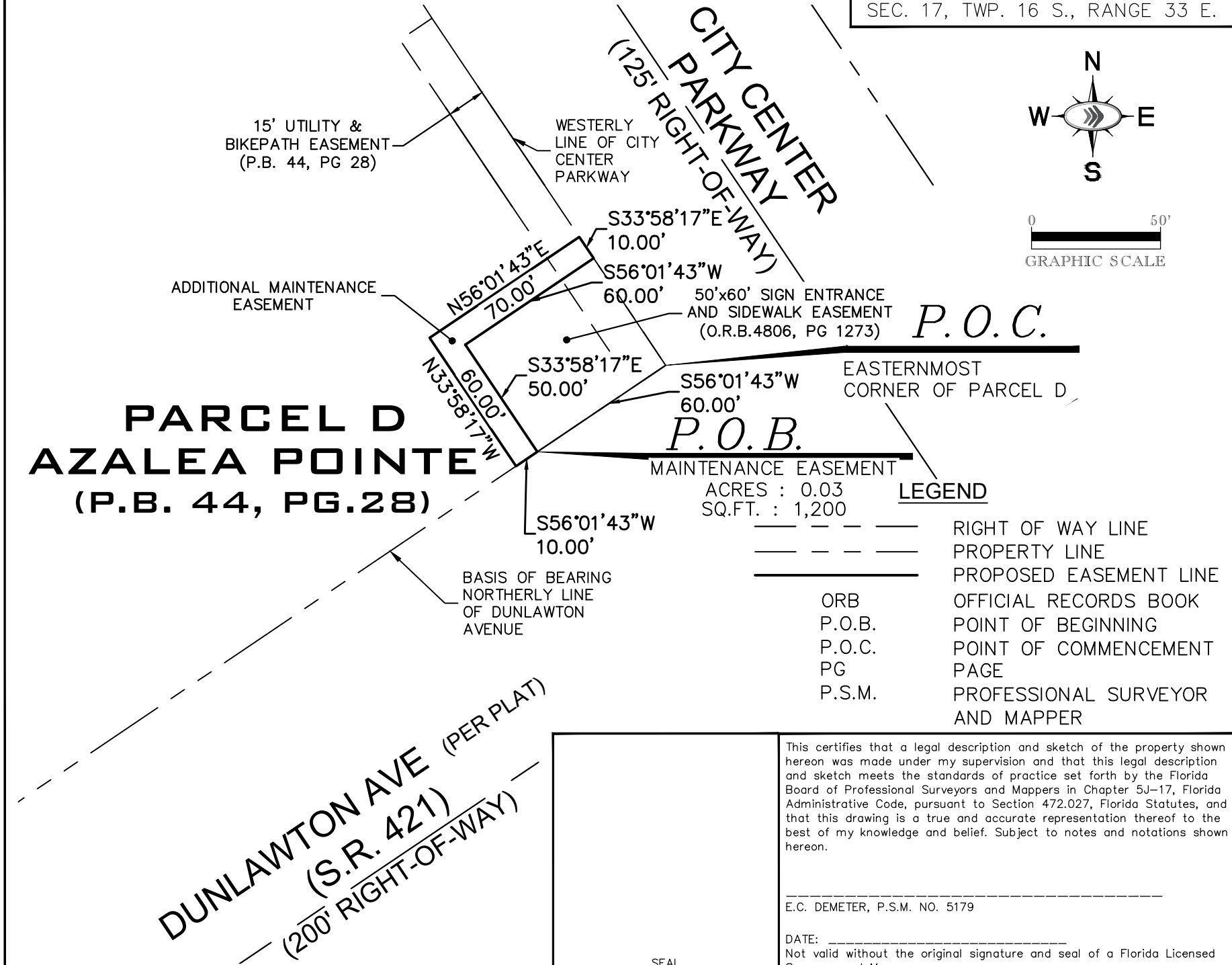
EXISTING SIGN CONDITION – PLAN



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

SEC. 17, TWP. 16 S., RANGE 33 E.



LEGEND

— — — —	RIGHT OF WAY LINE
— — — —	PROPERTY LINE
———	PROPOSED EASEMENT LINE
ORB	OFFICIAL RECORDS BOOK
P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
PG	PAGE
P.S.M.	PROFESSIONAL SURVEYOR AND MAPPER

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.

SHEET NUMBER 1 of 2

EXHIBIT D
SKETCH AND DESCRIPTION

DATE 5/12/2020

PROJECT NO. 047096057

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.

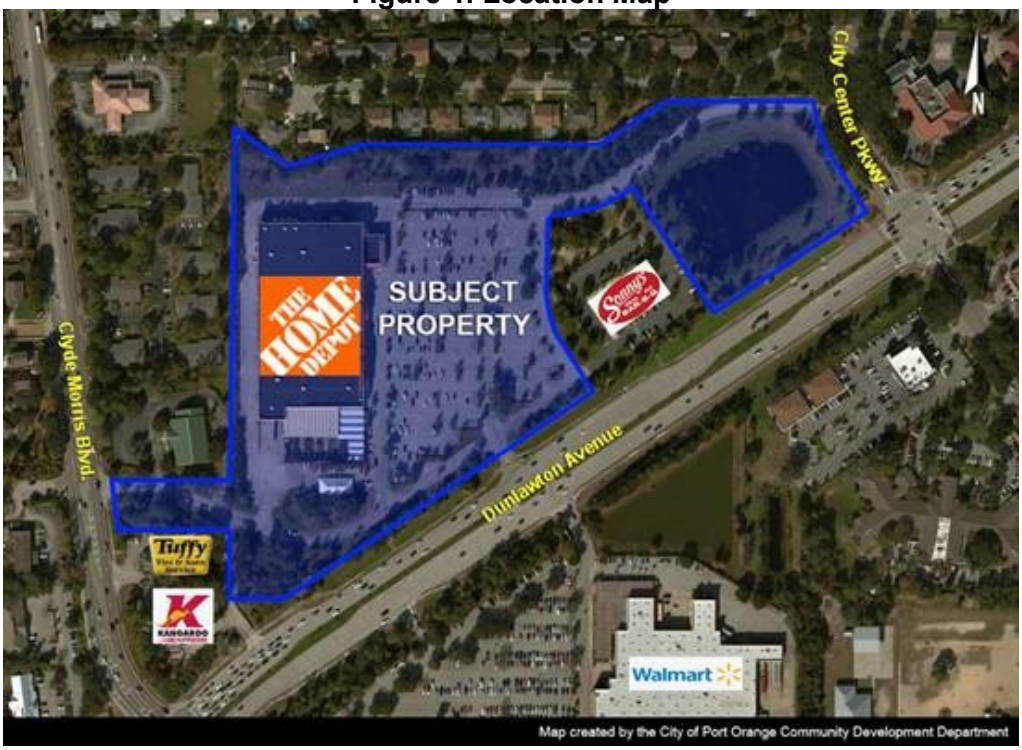
STAFF REPORT
4th Amendment to the MDA & CDP for the Home Depot PCD
CASE NO. 20-40000001

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

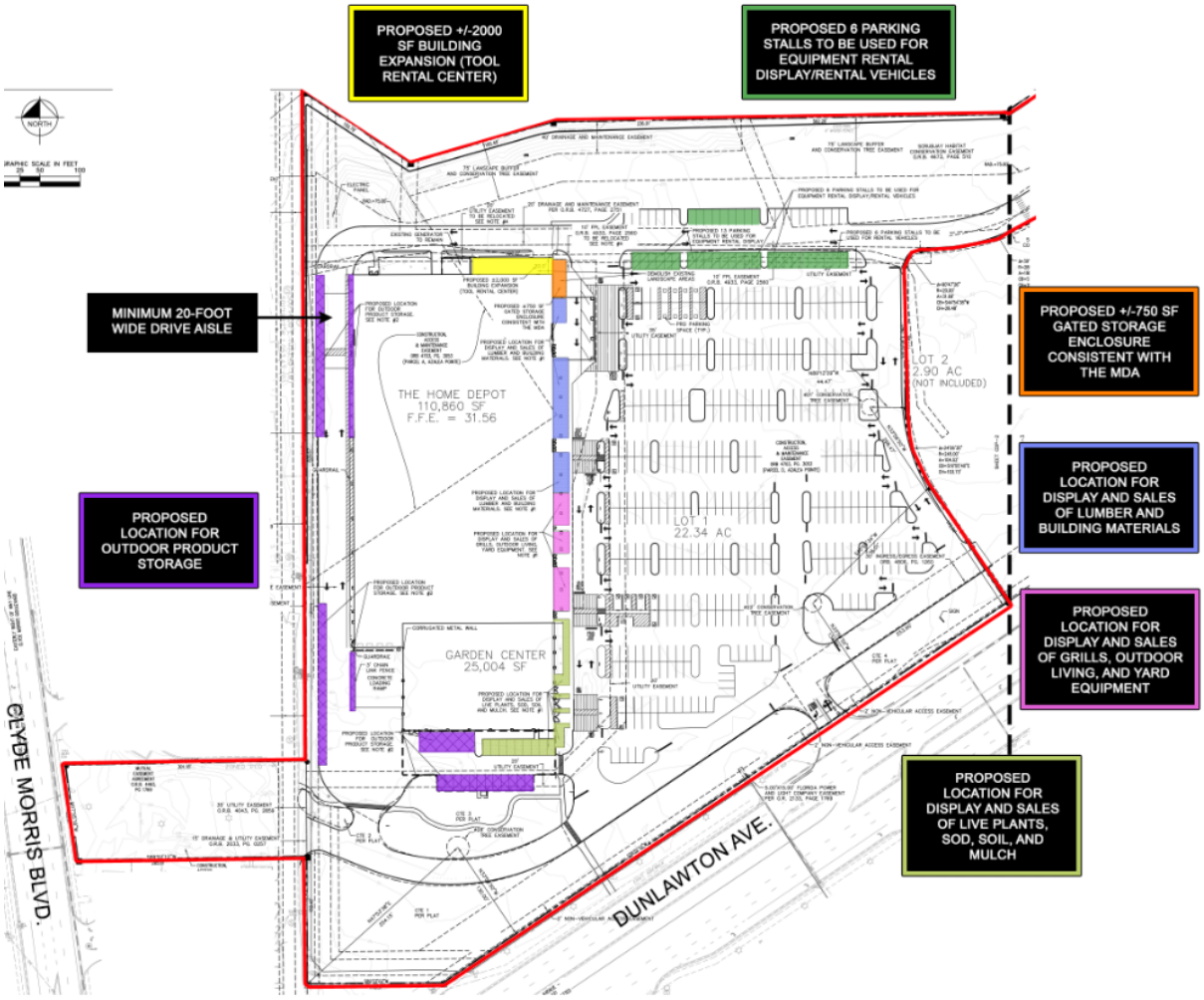


During a recent Commercial Property inspection conducted by Code Enforcement, Home Depot was notified that storage of merchandise and landscape material in the parking lot between the garden center and Dunlawton Avenue, and storage and display of lawn furniture, mowers, grills, plants, landscape material, 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.

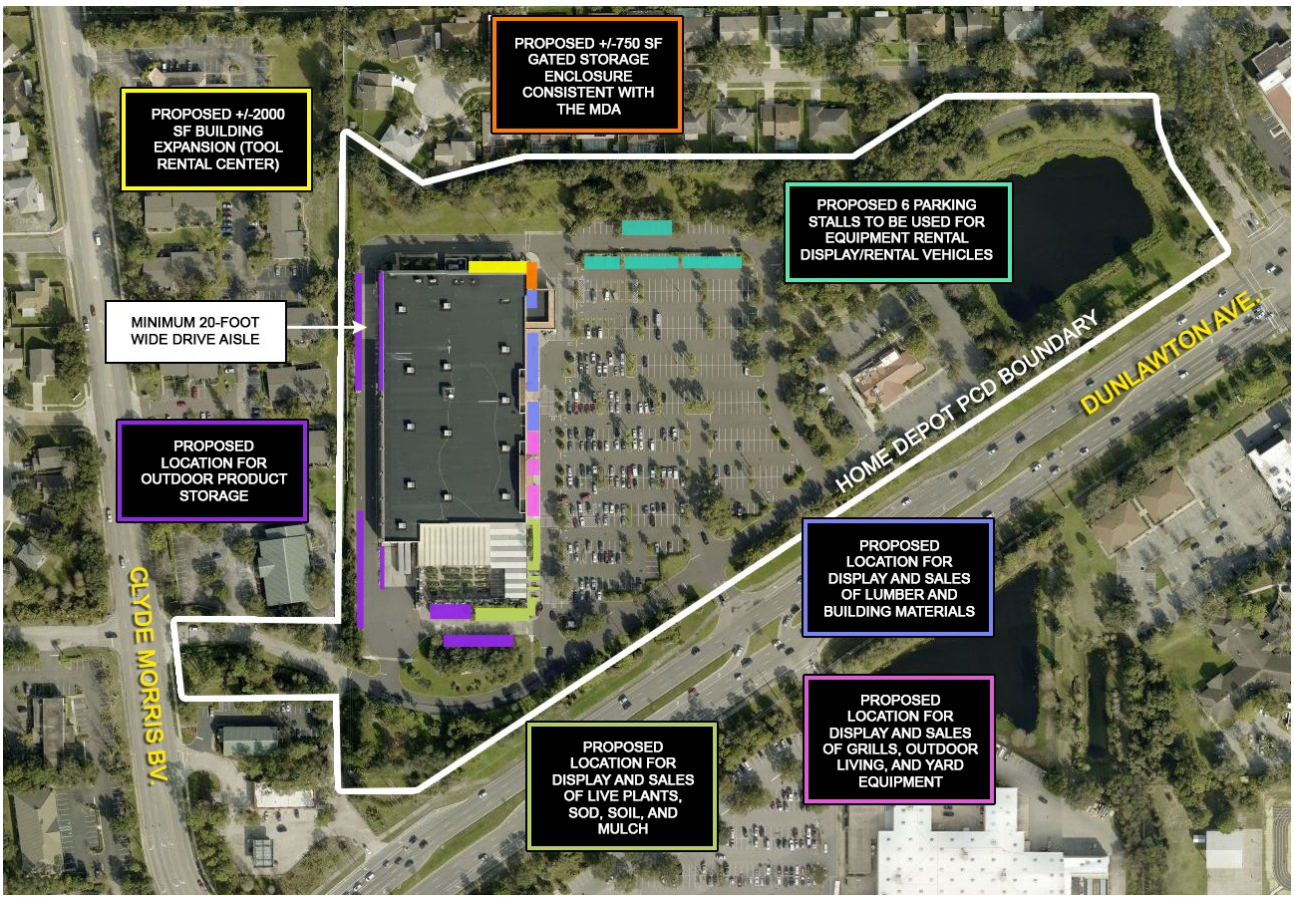
The Land Development Code (LDC) allows commercial uses to display landscape and garden supplies, lumber and building materials, outdoor recreational equipment, and lawn equipment in designated areas approved for such display on an approved site plan. However, the LDC does restrict the number of products 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 7/21/2020

Consent item: No

SUBJECT: (H20) Second 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

Robin Fenwick Created/Initiated - 7/6/2020

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)

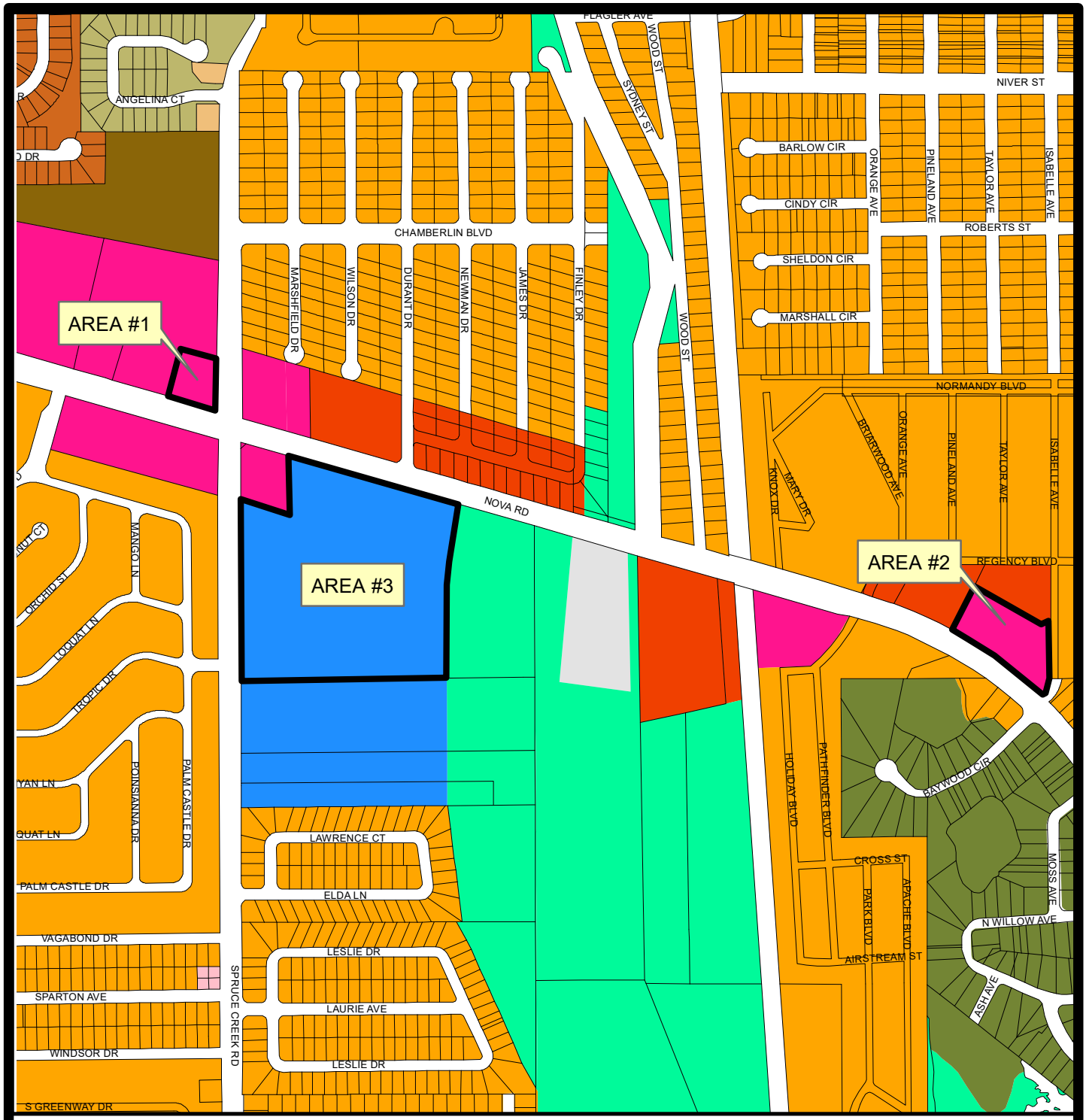
A PORTION OF LOT 45, BLOCK C, BAYWOOD REPLAT, AS RECORDED IN MAP BOOK 23, PAGES 44 AND 45, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, TOGETHER WITH A PORTION OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 15, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, ALL BEING MORE PARTICULARLY 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 1867 FLORIDA

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)

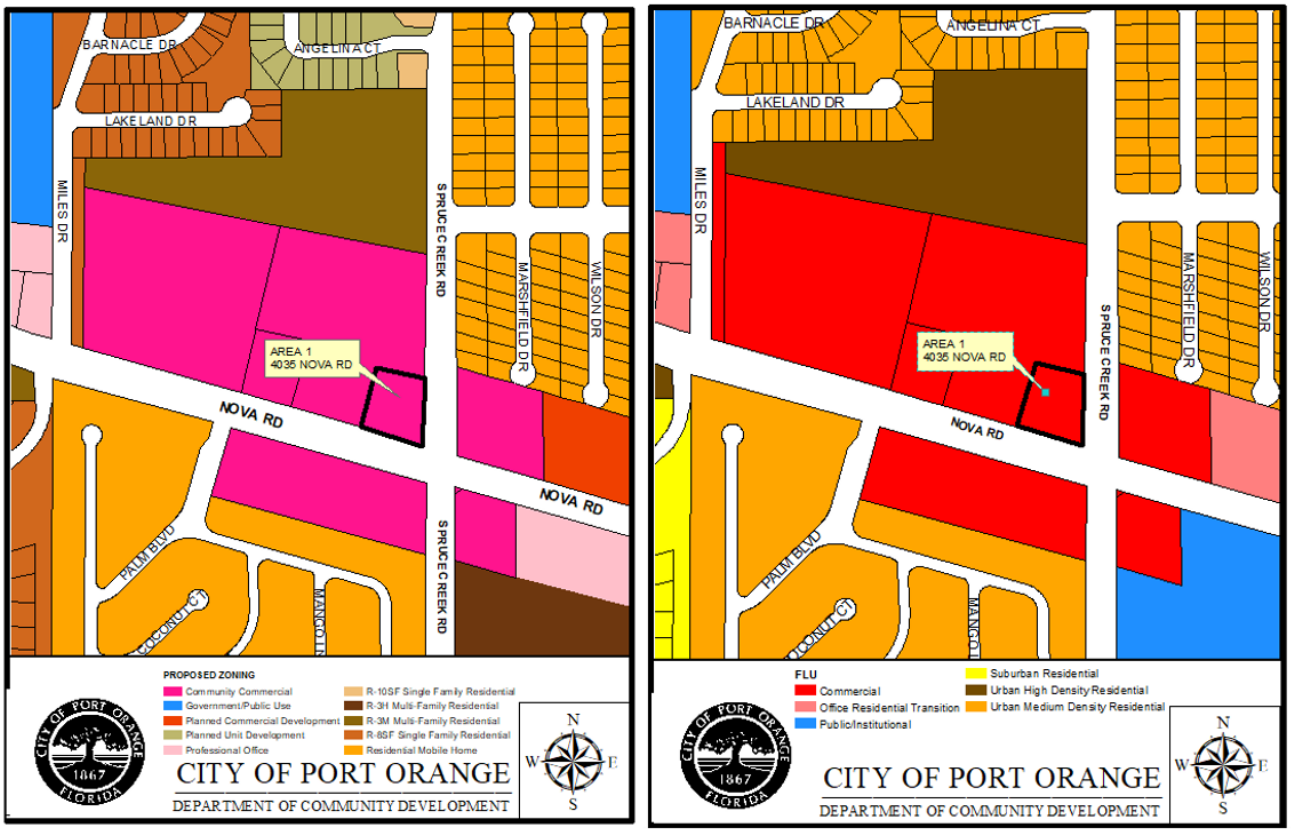
The subject property, which is currently a PNC Bank, was originally zoned C-1 (Shopping Center Commercial District). In 1990, the subject property, was rezoned to Planned Commercial Development (PCD) but it did not have an adopted Master Development Agreement (MDA) and Conceptual Development Plan (CDP) 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)

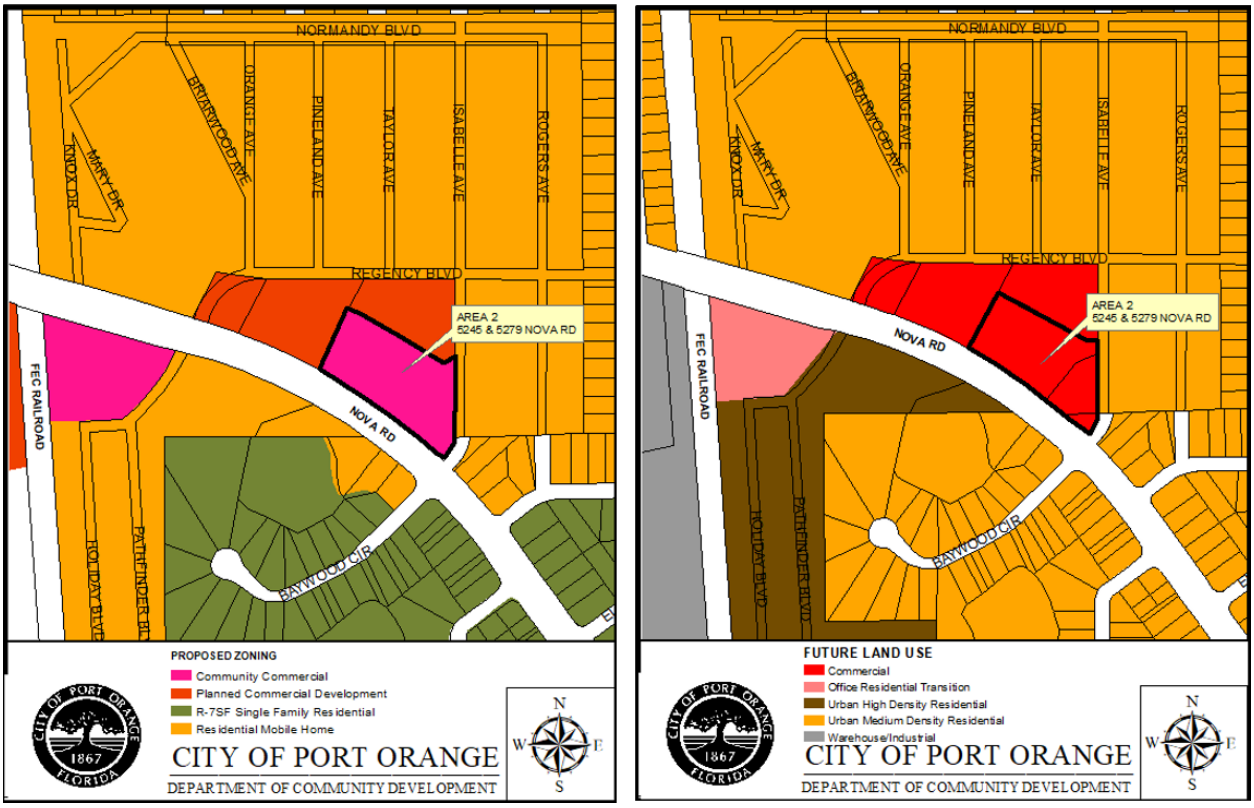
The subject property was originally developed as a commercial plaza in 1970 and zoned C-1 (Shopping Center Commercial District) at that time. In 1985, the subject property was rezoned to PCD without an MDA and in 2000, the Commonwealth Plaza Master Development Agreement (MDA) was adopted. The MDA allows 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



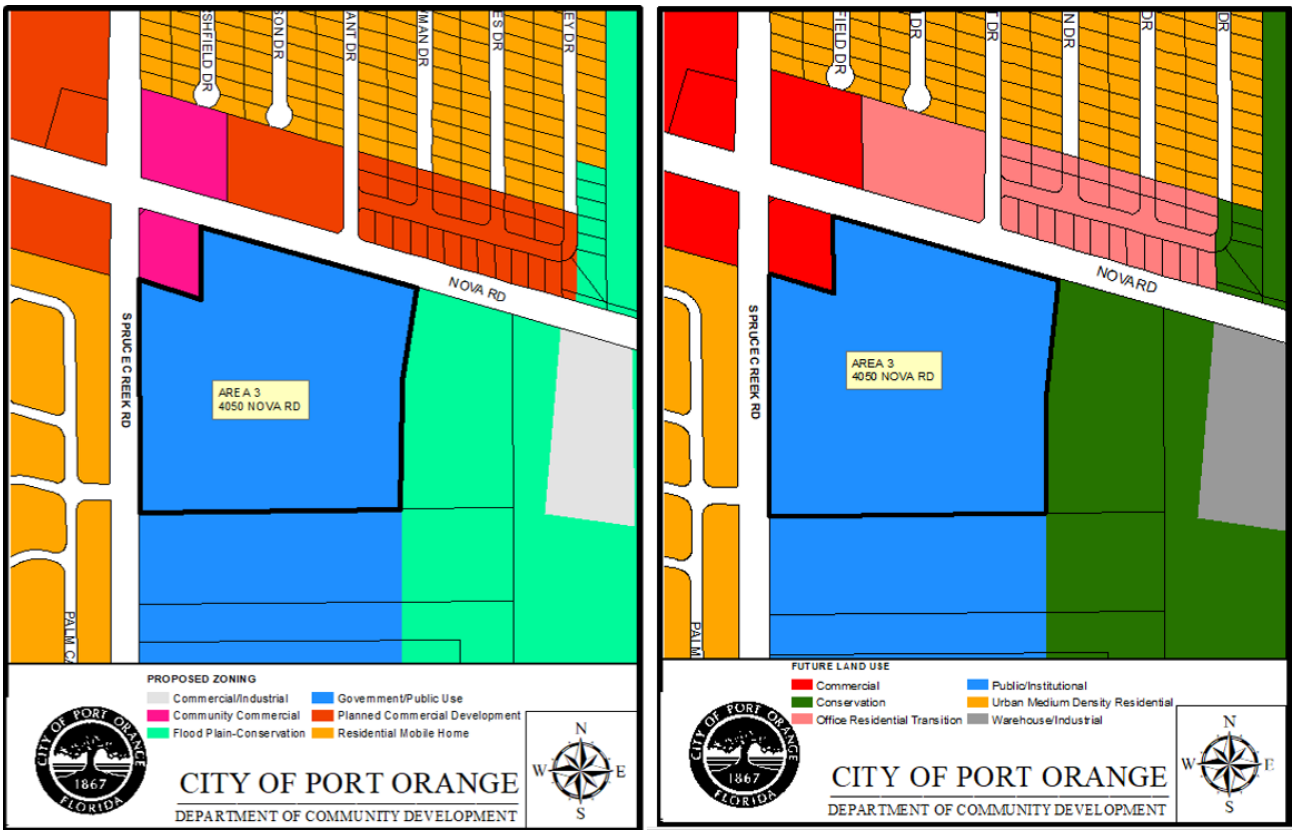
Area 3: Rezone ±17.9 acres from Professional Office (PO) and High Density Residential (R-3H) to Government Public Use (GPU)

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

Exhibit 1

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 7/21/2020

Consent item: No

SUBJECT: (H21) First Reading - Ordinance No. 2020-19 - Third Amendment to the Woodhaven PUD Master Development Agreement (Case No. 20-40000003)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-19, the Third Amendment to the Woodhaven Planned Unit Development Master Development Agreement.

SUMMARY:

The applicant, CC Woodhaven, LLC, is requesting the approval of the Third Amendment to the Woodhaven Planned Unit Development (PUD) Master Development Agreement (MDA) to modify subdivision and lot design/requirements for future residential developments in Woodhaven. The proposed amendment to the PUD does not increase the number of allowed residential units or commercial square-footage in the PUD. The applicant's proposed amendment includes the following three requests.

1. Establish an 18-inch side yard setback for A/C units and other ground mounted equipment (except for generators and propane tanks) for any single-family or two-family (duplex) lot within Woodhaven. According to the applicant, the width for some of the newer ICI homes requires placement of the air conditioning unit and other similar equipment in the rear yard instead of the side yard due to the required side yard setback in the LDC. The applicant stated that placement of air conditioning units in the rear yard of the lots was evaluated; however, the concern is that having the air conditioning unit in the rear yard would limit a homeowner's ability to fully use the rear yard and the lots and homes in Woodhaven are designed to use the rear yard as an extension of the home with outdoor living space, such as patios, decks, screen rooms, pool, etc. If the air conditioning unit(s) and other similar equipment being placed in the rear yard, the applicant believes this would limit a homeowner's ability to fully develop their rear yard. Therefore, the applicant is requesting the special side setback to allow air conditioning units and other similar equipment to be placed 18-inches from the side property lot line, so the rear yard can be developed with patios, decks, screen rooms, pool, etc. The applicant also stated the selection of more-efficient air conditioning units for the ICI homes, which are larger in size, has resulted in not being able to meet the LDC required side setback. The proposed setback would allow air conditioning units and other similar equipment to be placed 18-inches from the side property lot line, so the rear yard can be developed with patios, decks, screen rooms, pool, etc.

2. Allow the development of townhomes (maximum of 4-units attached) in the designated Woodhaven PUD residential area located south and west of Williamson Boulevard and east of the Cypress Head Subdivision/Golf Course. The current Woodhaven MDA states only single-family homes and passive parks may be built within the first 300-feet perpendicular from the westernmost boundary of the PUD, adjacent to Cypress Head. The proposed amendment adds townhomes (maximum of 4-units attached) to the list of residential uses that can be built in this 300-foot area, provided that there are no single-family homes in the Cypress Head Subdivision within 500-feet of the Woodhaven PUD's western boundary. The request does not increase the total residential units allowed in the PUD and it does not change to requirement for a 50-foot wide buffer along the west boundary.

3. Provide the developer the option to install a 5-foot wide sidewalk on one or both sides of the private streets within future residential phases of Woodhaven. The current Woodhaven MDA (approved in 2013), requires a 5'-wide concrete sidewalk on both sides of all streets, unless it is a cul-de-sac 300-feet in length or less. The proposed amendment provides an option to install a 5'-wide sidewalk along one side of a private neighborhood street within Woodhaven. According to the applicant, the request is to reduce the amount of pavement within the private streets, reduced pedestrian/vehicle conflicts, allow for added drainage areas within the private right-of-way, and reduce sidewalk damaged from tree planted in the front of residential lots.

The staff report is attached for more detail on each proposed change to the Woodhaven PUD MDA and CDP.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ordinance No. 2020-19 with exhibit	Ordinance 2020-19 2 pgs.pdf
2.	CC Staff Rpt_3rd Amendment WH MDA	CC Staff Rpt_3rd Amendment WH MDA.pdf

Penelope Cruz	Created/Initiated - 6/26/2020
Tim Burman	Approved - 6/29/2020
Shannon Balmer	Approved - 7/6/2020
Jake Johansson	Approved - 7/8/2020
Robin Fenwick	Final Approval - 7/9/2020

ORDINANCE NO. 2020-19

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE THIRD AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into the Third Amendment to the Woodhaven Planned Unit Development Master Development Agreement ("PUD"); (hereinafter referred to as the "Third Amendment"); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the Third 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 Third Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the approval of the Third 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 Third 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 Third 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

THIRD AMENDMENT TO THE WOODHAVEN PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT

This Agreement, is entered into by and between the CITY OF PORT ORANGE, a Florida municipal corporation whose address is 1000 City Center Circle, Port Orange, FL 32129 (hereinafter the "City") and CC WOODHAVEN, LLC, and PIONEER INVESTMENTS OF PORT ORANGE, INC, (the "Owner/Developer") and PIONEER COMMUNITY DEVELOPMENT DISTRICT (the "Owners") whose address is 2379 Beville Road, Daytona Beach, FL 32119, shall constitute the third amendment to the Woodhaven Planned Unit Development (PUD) Master Development Agreement (MDA) hereinafter referred to as the Third Amendment.

WHEREAS, the City and Stanaki Partnership, a Florida general partnership (the "Prior Owner") entered into an agreement and covenant to bind their successors and assigns to the terms and provisions of a development agreement entitled "Stanaki Planned Unit Development Master Development Agreement", recorded in Official Records Book 4213, Page 1610, Public Records of Volusia County, Florida (the "Original MDA"); and

WHEREAS, the City and Prior Owner entered into the "First Amendment to the Stanaki Planned Unit Development Master Development Agreement" (the "Amended MDA"), recorded in Official Records Books 4794, Page 4301, Public Records of Volusia County, Florida; and

WHEREAS, the City, the Owners and Intervest Construction, Inc., entered into the "Second Amendment and Restatement to the Stanaki Planned Unit Development Master Development Agreement and Conceptual Plan" (the "Woodhaven MDA"), recorded in Official Records Books 6939, Page 1453, Public Records of Volusia County, Florida; and

WHEREAS, the City, the Owners and Intervest Construction, Inc., entered into the "First Amendment to the Woodhaven Planned Unit Development Master Development Agreement" (the "First Amended Woodhaven MDA"), recorded in Official Records Books 7280, Page 1824, Public Records of Volusia County, Florida; and

WHEREAS, the City, Owners and Owner/Developer entered into the "Second Amendment to the Woodhaven Planned Unit Development Master Development Agreement" (the "Second Amended Woodhaven MDA"), recorded in Official Records Books 7692, Page 4295, Public Records of Volusia County, Florida; and

WHEREAS, Owner/Developer is the Property Owner of the subject property consisting of 866 +/- acres of real property located within the municipal limits of the City of Port Orange, Florida, a description of which is attached hereto and incorporated herein as Exhibit "A" ("Property"); and

WHEREAS, the City, Owners, and Owner/Developer agree to amend the Woodhaven MDA Agreement by this Third Amendment to address and otherwise clarify those items set forth below; and

WHEREAS, the Property Owner is the owner of the property which is the only property impacted by this Third Amendment.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the City, Owners and Owner/Developer hereby covenant and bind themselves as follows:

1. This Third Amendment complies with the City's Comprehensive Plan.

2. Woodhaven MDA, Exhibit B, Section B. Permitted Uses: Residential Pods: The second paragraph of this section shall be amended as follows:

   Community development within the first three hundred (300) feet perpendicular from the westernmost boundary shall be limited to single-family dwellings and passive parks. However, in Residential Pods C and D, multi-family townhomes limited to four (4) units per building, shall be permitted if there are no single-family dwellings within the first five hundred (500) feet to the west of the westernmost boundary.

3. Woodhaven MDA, Exhibit B, Section H. Infrastructure: The fourth subsection, Sidewalks and Bikeways, shall be amended as follows:

   Bikeways and sidewalks shall be constructed concurrently with the building of homes within Woodhaven. Sidewalks and bikeways may be separate or a shared-use facility. The Owner shall construct five (5) foot wide (min.) sidewalks on one or both sides of streets in private rights of way within Woodhaven. A sidewalk or bicycle lanes are required on both sides of South Williamson Boulevard. If the sidewalk serves as a shared-use facility the minimum width shall be eight (8) feet, consistent with the City of Port Orange requirements. Cul-de-sacs within private rights of way ~~that are three hundred (300) feet or less in length~~ shall be required to have a sidewalk only on one side of the street.

4. Woodhaven MDA, Exhibit B, Section N. Accessory Structures: Section N shall be added as follows:

   In addition to the criteria set forth herein in Section B, Table 2, single-family detached Minimum Side Setbacks for ground-mounted air conditioning units and other similar equipment shall be 18 inches subject to the following conditions:

   - *Minimum separation of air conditioning unit or mechanical equipment on adjacent lots of 8';*
   - *Air conditioning unit pad is to be set-back a minimum of 20' from the front building corner;*

- *Only picket style fencing in the rear yard outside the extended plane of the side walls of the home;*
- *No landscaping between homes in the side yard, except for one (1) 3-gallon shrub in front of the air conditioning units or other mechanical equipment;*
- *Prior to requesting a Certificate of Occupancy, an as-built drawing of the side yard for a lot with a setback less than 30-inches shall be submitted to the City to verify required grading and drainage swale construction according to the approved building permit; and*
- *Setbacks for a generator, propane tank and/or pool equipment shall be in accordance with the Land Development Code.*

5. Conformance With Laws: Owners agree that in developing the Woodhaven PUD Property the Owners or the Owners' successors in interest shall be required:

   a. To develop the Woodhaven PUD Property according to all regulations of the City to the extent those regulations are not inconsistent with this Agreement.

   b. To be bound by all City codes and ordinances that are not in conflict with the provision of this Agreement.

6. Enforceability: If any provision of this Third Amendment is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding shall not affect the validity or enforceability of any other provision of this Third Amendment unless the holding so states.

7. Prior Agreements: The provisions of the Second Amended Woodhaven MDA recorded in Official Records Book 7692, Page 4295, Official Records of Volusia County, Florida; the First Amended Woodhaven MDA, recorded in Official Records Books 7280, Page 1824, Public Records of Volusia County, Florida; and the Woodhaven MDA, recorded in Official Records Books 6939, Page 1453 Official Records of Volusia County, Florida, shall continue in full force and effect. With respect to those matters specifically amended herein, this Third Amendment shall govern.

8. Police Power: Nothing contained in this Third Amendment 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 Third Amendment 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.

9. Effective Date.

   a. This Third Amendment shall be effective upon recording by the City at the Owners' expense in the public records of Volusia County, Florida. The Second Reading of the Ordinance for this Third Amendment shall not take place until Owners have provided an executed copy of this Third Amendment to the City Clerk addressing all

issues discussed prior to the scheduled Second Recording. If there are no additional requirements, corrections or conditions attached by the City Council at the Second Reading, this Third Amendment shall be signed by the Mayor and City Clerk and recorded.

IN WITNESS WHEREOF, the parties have executed this Amendment to the MDA 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

_____

_____

Printed Name

_____ Attest_____

_____ Robin L. Fenwick, CMC, City Clerk

Printed Name

_____

_____

Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by [ ] physical presence or [ ] online notarization 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, State of Florida at Large

Printed Name, Commission Seal and Term Expiration Date

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by [ ] physical presence or [ ] online notarization this ___day of _____, 2020, by Robin L. Fenwick, MMC, 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, State of Florida at Large

Printed Name, Commission Seal and Term Expiration Date

Signed, sealed and delivered
in the presence of:

OWNER:
CC WOODHAVEN, LLC, a Florida limited liability company
By: CC North Central, LLC, a Florida limited liability company, its sole member

_____
Witness 1

_____
Print Name of Witness 1

By:_____
Morteza Hosseini-Kargar, President

_____
Witness 2

Date: _____

_____
Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by [ ] physical presence or [ ] online notarization the ___ day of _____, 2020, by Morteza Hosseini-Kargar, as President, of CC North Central, LLC, a Florida limited liability company, sole member of CC Woodhaven, LLC, a Florida limited liability company. He is personally known to me and did not take an oath.

_____
Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

Signed, sealed and delivered
in the presence of:

OWNER:
PIONEER INVESTMENTS OF PORT ORANGE, INC, a Florida Corporation

_____
Witness 1

_____
Print Name of Witness 1

By:_____
Morteza Hosseini-Kargar, President

_____
Witness 2

Date: _____

_____
Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by [ ] physical presence or [ ] online notarization the ___ day of _____, 2020, by Morteza Hosseini-Kargar, as President, of Pioneer Investments of Port Orange, Inc., a Florida Corporation. He is personally known to me and did not take an oath.

_____
Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

Signed, sealed and delivered
in the presence of:

OWNER:
PIONEER COMMUNITY
DEVELOPMENT DISTRICT

_____
Witness 1

_____
Print Name of Witness 1

By:_____

_____
Witness 2

Date: _____

_____
Print Name of Witness 2

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by [ ] physical presence or [ ] online notarization the ___ day of _____, 2020, by _____, as _____, of Pioneer Community Development District. He/She is personally known to me and did not take an oath.

_____
Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

EXHIBIT "A"

LEGAL DESCRIPTION
WOODHAVEN PLANNED UNIT DEVELOPMENT
(Page 1 of 5)

A PART OF SECTIONS 29, 32 AND 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST, AND A PART OF SECTIONS 4, 5, 8 AND 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE NORTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL AND THE WEST LINE OF THE EAST ONE-HALF OF SECTION 8, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE N 01°21'03" W, ALONG THE WEST LINE OF THE EAST ONE HALF OF SAID SECTION 8, 384.60 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF SECTION 5, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE N 00°38'02" W, ALONG THE WEST LINE OF THE EAST ONE HALF OF SAID SECTION 5, A DISTANCE OF 5316.53 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N 00°43'04" W, ALONG THE WEST LINE OF THE EAST ONE-HALF OF SAID SECTION 32, A DISTANCE OF 5281.63 FEET TO THE SOUTHWEST CORNER OF THE EAST ONE-HALF OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE N 00°25'15" W, ALONG THE WEST LINE OF THE EAST ONE-HALF OF SAID SECTION 29, A DISTANCE OF 1322.31 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 29; THENCE N 01°24'22"E, ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER, A DISTANCE OF 579.693 FEET TO A POINT LYING 100 WESTERLY OF, WHEN MEASURED PERPENDICULAR TO, A FLORIDA POWER AND LIGHT COMPANY EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 2980, PAGE 0441, THENCE N 23°21'45" W AND PARALLEL TO SAID EASEMENT A DISTANCE OF 32.01 FEET TO A POINT ON A CURVE, SAID CURVE HAVING A RADIUS OF 950.00 FEET, A CHORD BEARING OF N 56°41'11" W AND A CHORD LENGTH OF 1043.81 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 66° 38'52", AN ARC DISTANCE OF 1105.06 FET TO A POINT THAT IS 100 FEET SOUTHERLY OF, AS MEASURED PERPENDICULAR TO, ABOVE DESCRIBED FLORIDA POWER AND LIGHT COMPANY EASEMENT; THENCE S 89°59'23" W, PARALLEL TO SAID EASEMENT A DISTANCE OF 249.78 FEET THE THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 600.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 15°14'06", AN ARC DISTANCE OF 159.54 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE RIGHT, SIAD CURVE HAVING A RADIUS OF 700.00 FEET; THNCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 36°19'20", AN ARC DISTANCE OF 443.76 FEET TO THE POINT OF TANGENCY THEREOF; THENCE N 68°55'23" W A DISTANCE OF 468.02 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 600.00 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 05°58'50", AN ARC DISTANCE OF 62.63 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF AIRPORT ROAD; THENCE N 15°17'59" E, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF AIRPORT ROAD A DISTANCE OF 436.02 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 1100.00 FEET; THENCE, ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 42°32'50", AN ARC DISTANCE OF 816.85 FEET; THENCE N 27°14'51" W A DISTANCE OF 364.55 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 31,436.56 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 01°05'48", AN ARC DISTANCE OF 601.69 FEET, MORE OR LESS, TO THE SOUTH LINE OF SPRUCE CREEK; THENCE ALONG THE SOUTH LINE OF SPRUCE CREEK, IN A GENERALLY NORTHERLY DIRECTION, TO INTERSECT WITH THE NORTH LINE OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE S 89°59'01" E ALONG THE NORTH LINE OF SAID SECTION 29 A DISTANCE OF 226.11 FEET, MORE OR LESS, TO THE WESTERLY LINE OF SPRUCE CREEK; THENCE ALONG SPRUCE CREEK, SOUTHERELY AND NORTHERLY, TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 95 (S.R. 9), AS SHOWN OF THE FLORIDA DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAP, SECTION 79002-2407; THENCE S 23°21'45" E, ALONG SAID RIGHT-OF-WAY LINE, 870 FEET; MORE OR LESS, TO THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 29; THENCE S 89°

EXHIBIT "A"

LEGAL DESCRIPTION
WOODHAVEN PLANNED UNIT DEVELOPMENT
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58'07" W, ALONG THE NORTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 29, 626.71 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 29; THENCE S 00'24' 16" E, ALONG THE WEST LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 29, 1320.13 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 29; THENCE N 89'59' 23" E, ALONG THE SOUTH LINE OF THE SOUTHEAST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 29, A DISTANCE OF 1187.83 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95; THENCE S 23'21'45" E, ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 5925.95 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 11,359.30 FEET; THENCE, ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 04'21'58", AN ARC DISTANC OF 865.63 FEET TO THE NORTHERLY LINE OF A 50.00 FOOT F.D.O.T HAUL ROAD ACCESSING BORROW PIT NO. 6, AS DESCRIBED IN OFFICIAL RECORD BOOK 1697, PAGES 97 THROUGH 99; THENCE S 66'38'15" W, ALONG SAID HAUL ROAD 301.47 FEET TO THE NORTH LINE OF BORROW PIT NO. 6; THENCE S 89'28'15" W, ALONG THE NORTH LINE OF BORROW PIT NO. 6, 435.33 FEET TO THE WEST LINE OF BORROW PIT NO. 6; THENCE S 00'31'45" E, ALONG THE WEST LINE OF BORROW PIT NO. 6, 500.00 FEET TO THE SOUTH LINE OF BORROW PIT NO. 6; THENCE N 89'28'15" E, ALONG THE SOUTH LINE OF BORROW PIT NO. 6, 500.00 FEET TO THE EAST LINE OF BORROW PIT NO. 6; THENCE N 00'31'45" W, ALONG THE EAST LINE OF BORROW PIT NO. 6, 346.41 FEET; THENCE N 23'21'45" W, 118.55 FEET TO THE SOUTHERLY LINE OF AFORESAID 50.00 FOOT HAUL ROAD; THENCE N 66'38'15" E, ALONG SAID HAUL ROAD, A DISTANCE OF 297.53 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF INTERSTATE 95, SAID POINT LYING IN A CURVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 11,359.30 FEET; A CHORD BEARING OF S 11'37'02" E, AN A CHORD LENGTH OF 2817.95 FEET; THENCE, ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 14'15'01", AN ARC DISTANCE OF 2825.23 FEET; THENCE S 04'29'32" E, 2954.25 FEET TO THE NORTHERLY LINE OF AN F.D.O.T HAUL ROAD ACCESSING BORROW PIT NO. 5, AS DESCRIBED IN OFFICIAL RECORD BOOK 1697, PAGES 97-99; THENCE S 85'30'28" W, ALONG SAID HAUL ROAD, 322.12 FEET TO THE EAST LINE OF BORROW PIT NO. 5; THENCE N 01'11'32" W, ALONG THE EAST LINE OF BORROW PIT NO. 5, 449.92 FEET TO THE NORTH LINE OF SAID BORROW PIT; THENCE S 88'48"28" W, ALONG THE NORTH LINE OF SAID BORROW PIT, 400.00 FEET TO THE WEST LINE OF SAID BORROW PIT; THENCE S 01'11'32" E, ALONG THE NORTH LINE OF SAID BORROW PIT, 900.00 FEET TO THE SOUTH LINE OF SAID BORROW PIT; THENCE N 88'48'28" E, ALONG THE SOUTH LINE OF SAID BORROW PIT, 400.00 FEET TO THE EAST LINE OF SAID BORROW PIT; THENCE N 01'11'32" W, ALONG THE EAST LINE OF SAID BORROW PIT, 400.00 FEET TO THE SOUTHERLY LINE OF AFOREMENTIONED 50.00 FOOT HAUL ROAD; THENCE N 85' 30'28" E, ALONG THE SOUTHERLY LINE OF SAID HAUL ROAD, 325.00 FEET TO THE WESTERLY LINE OF INTERSTATE 95; THENCE S 04'29'32" E, ALONG SAID RIGHT-OF-WAY LINE, 1455.88 FEET TO THE NORTHERLY LINE OF THE I-95 LIMITED ACCESS RIGHT-OF-WAY; THENCE, ALONG SAID RIGHT-OF-WAY, S 84'44'18" W, A DISTANCE OF 125.61 FEET; THENCE S 79'01'40" W, A DISTANCE OF 502.49 FEET; THENCE S 84'44'18" W, A DISTANCE OF 210.19 FEET; THENCE S 06'04'28" E, A DISTANCE OF 20.32 FEET TO THE NORTHERLY RIGHT-OF-WAY OF PIONEER TRAIL; THENCE, ALONG THE NORTHERLY RIGHT-OF-WAY OF PIONEER TRAIL, S 83'53'59" W, A DISTANCE OF 1170.06 FEET; THENCE S 84'37'22" W, A DISTANCE OF 174.58 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 795.59 FEET; THENCE, ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 13'34'54", AN ARC DISTANCE OF 188.59 FEET; THENCE N 81'47'44" W, A DISTANCE OF 119.32 FEET; THENCE N 80'38'20" W, A DISTANCE OF 696. 51 FEET; THENCE N 79'05'49" W, A DISTANCE OF 696.51 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.

TOGETHER WITH:

EXHIBIT "A"

LEGAL DESCRIPTION
WOODHAVEN PLANNED UNIT DEVELOPMENT
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OF SECTIONS 4, 5, 8 AND 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST, CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Book: 4
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FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST AND THE NORTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL; THENCE N 17°11' 56" W ALONG THE NORTHERLY LINE OF PIONEER TRAIL A DISTANCE OF 572.58 FEET; THENCE N 17°22'20" W A DISTANCE OF 435.83 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 363.92 FEET, A CHORD BEARING OF N 44°32'43" W AND A CHORD LENGTH OF 332.39 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 54°20'47", AN ARC DISTANCE OF 345.19 FEET TO INTERSECT WITH THE EASTERLY RIGHT-OF-WAY LINE OF THE I-95 LIMITED ACCESS RIGHT-OF-WAY; THENCE N 19°03'29" W, A-LONG SAID RIGHT-OF-WAY LINE, 24.67 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID LIMITED ACCESS RIGHT-OF-WAY, SAID POINT LYING ON A CURVE TO THE SOUTHWEST, SAID CURVE HAVING A RADIUS OF 431.97 FEET, A CHORD BEARING OF N 82°28'32" W AND A CHORD LENGTH OF 172.44 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 23°01'57", AN ARC DIS-TANCE OF 173.65 FEET; THENCE N 03°58'28" W, A DISTANCE OF 10.00 FEET; THENCE S 85°04'48" W, A DISTANCE OF 296.84 FEET; THENCE S 88°53'39" W, A DISTANCE OF 601.33 FEET; THENCE S 85°04'48" W, 124.35 FEET TO THE EAST-ERLY RIGHT-OF-WAY LINE OF INTERSTATE 95 (S.R. 9); THENCE N 04°08'45" W, ALONG SAID RIGHT-OF-WAY LINE A DISTANCE OF 5070.93 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE NORTHWEST, SAID CURVE HAVING A RADIUS OF 5904.65 FEET; THENCE ALONG THE ARC OF SAID CURVE, PASSING THROUGH A CENTRAL ANGLE OF 18°52'13", AN ARC DISTANCE OF 1944.69 FEET; THENCE N 23°00' 58" W A DISTANCE OF 5325.67 FEET; THENCE N 17°58'25" W, A DISTANCE OF 853.30 FEET; THENCE N 13°59'11" E A DISTANCE OF 502.04 FEET TO THE NORTH LINE OF THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SECTION 29, TOWN-SHIP 16 SOUTH, RANGE 33 EAST; THENCE S 89°39'50" E, ALONG THE NORTH LINE OF THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER, 684.29 FEET TO THE NORTHEAST CORNER OF THE OF THE WEST ONE-HALF OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 29; THENCE S 00°04'58" E, ALONG THE EAST LINE OF THE WEST ONE HALF THE THE SOUTHEAST ONE-QUARTER, 1834.12 FEET; THENCE S 89°37'45" E A DISTANCE OF 1332.18 FEET TO THE EAST LINE OF SAID SECTION 29; THENCE S 00°05' 29" E ALONG THE EAST LINE OF SECTION 29 A DISTANCE OF 812.94 FEET TO THE NORTH-EAST CORNER OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE S 00° 14'52" E ALONG THE EAST LINE OF SECTION 32 A DISTANCE OF 1304.58 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 33; THENCE S 89°57'51" E ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 33 A DISTANCE OF 1324.08 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 33; THENCE S 00°09'18" E ALONG THE EAST LINE OF THE SOUTHWEST ONE-QUARTER OF THE NORTHWEST ONE-QUARTER OF SECTION 33, A DISTANCE OF 1298.76 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 33; THENCE S 00°16'26" E ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF THE SOUTHWEST ONE-QUARTER OF SECTION 33 A DISTANCE OF 1306.92 FEET TO THE NORTH LINE OF THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 33; THENCE N 89°47'25" E ALONG THE NORTH LINE OF THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER A DISTANCE OF 1320.92 FEET TO THE NORTHEAST CORNER OF THE SOUTH ONE-HALF OF THE NORTHWEST ONE-QUARTER OF SECTION 33; THENCE S 00° 03'41" E ALONG THE EAST LINE OF THE SOUTH ONE-HALF OF THE SOUTHWEST ONE-QUARTER OF SECTION 33 A DISTANCE OF 1307.06 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SECTION 4, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE S 00°58'55" E ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SAID SECTION 4 A DISTANCE OF 2039.28 FEET; THENCE S 89°23'12" W A DIST-ANCE OF 176.00 FEET; THENCE S 00°58'55" E A DISTANCE OF 578.00 FEET TO THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 4; THENCE S 89° 23'12" W ALONG THE NORTH LINE OF THE SOUTHWEST ONE-QUARTER OF SECTION 4 A DISTANCE OF 176.00 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST ONE-QUAR-TER OF SECTION 4; THENCE S 00°58'55" E ALONG THE EAST LINE OF THE SOUTH-WEST ONE QUARTER OF SECTION 4 A DISTANCE OF 2624.38 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST ONE-QUARTER OF SECTION 9, TOWNSHIP 17 SOUTH, RANGE 33 EAST; THENCE S 00°42'24" E ALONG THE EAST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 9 A DISTANCE OF 1582.42 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF PIONEER TRAIL AND THE POINT OF BEGINNING OF THIS DESCRIPTION.

ABOVE DESCRIBED LANDS CONTAINING 1208 ACRES, MORE OR LESS

EXHIBIT "A"

LEGAL DESCRIPTION
WOODHAVEN PLANNED UNIT DEVELOPMENT
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Less and except the following property now part of the Doris Leeper Spruce Creek Preserve:

A PORTION OF THE FOLLOWING DESCRIBED PROPERTY LYING EAST OF INTERSTATE HIGHWAY 95:
THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST, TOGETHER WITH THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, LESS THE NORTH 511 FEET THEREOF, OF SAID SECTION 29, TOGETHER WITH THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4 OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST, TOGETHER WITH THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 AND THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4, SECTION 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA.

MORE PARTICULARY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SECTION 32, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE, ALONG THE EAST LINE OF SAID SECTION 32, S00°34'53"E, 1,304.47 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 33, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE, ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33, N89°40'17"E, 1,324.49 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 33; THENCE ALONG THE EAST LINE OF SAID SOUTHWEST QUARTER, S00°30'04"E, 1,298.69 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE, ALONG THE EAST LINE OF SAID NORTHWEST QUARTER, S00°28'23"E, 1,306.90 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 33; THENCE, ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER, N89°25'46"E, 1,321.44 FEET TO THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER; THENCE, ALONG THE EAST LINE OF SAID SOUTHEAST QUARTER, S00°25'12"E, 979.77 FEET; THENCE S89°26'15"W, 2,062.40 FEET TO A POINT ON THE EAST RIGHT-OF-WAY LINE OF INTERSTATE HIGHWAY 95 (STATE ROAD 9), SAID POINT ALSO BEING THE BEGINNING OF A NON TANGENT CURVE CONCAVE WEST, HAVING A RADIUS OF 5,904.65 FEET, A CENTRAL ANGLE OF 13°41'21" AND A CHORD BEARING OF N16°32'46"W; THENCE NORTHERLY ALONG SAID RIGHT-OF-WAY LINE, AND ALONG THE ARC OF SAID CURVE, 1,410.74 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, N23°23'27"W, 5,326.34 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, N18°20'54"W, 853.30 FEET; THENCE, CONTINUING ALONG SAID RIGHT-OF-WAY LINE, N13°32'28"E, 501.56 FEET TO THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNSHIP 16 SOUTH, RANGE 33 EAST; THENCE, ALONG SAID NORTH LINE, N89°57'32"E, 687.27 FEET TO THE NORTHEAST CORNER OF THE WEST HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE, ALONG THE EAST LINE OF THE WEST HALF OF SAID SOUTHEAST QUARTER, S00°26'01"E, 1,833.77 FEET TO THE SOUTH LINE OF THE NORTH 511 FEET OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 29; THENCE ALONG SAID SOUTH LINE, S89°59'41"E, 1,332.93 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 29; THENCE, ALONG SAID EAST LINE, S00°26'50"E, 812.81 FEET TO THE POINT OF BEGINNING.

CONTAINING 225.000 ACRES, MORE OR LESS.

Less and except Woodhaven - Phase 1 plat recorded March 11, 2019, in Plat Book 60 at Page 49-57, inclusive, of the Public Records of Volusia County.

STAFF REPORT

Third Amendment to the Woodhaven PUD Master Development Agreement

CASE NO. 20-40000003

REQUEST:	To amend the Woodhaven PUD Master Development Agreement for the Woodhaven Planned Unit Development to address modifications to subdivision and lot design/requirements for their future residential developments within the PUD.
LOCATION:	North of Pioneer Trail, between I-95 and the Cypress Head Subdivision
OWNER:	CC Woodhaven, LLC; Pioneer Investments of Port Orange, Inc.; and Pioneer Community Development District
APPLICANT:	CC Woodhaven, LLC
STAFF CONTACT:	Penelope Cruz, Planning Manager (386)506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval (June 25, 2020)
CITY COUNCIL:	July 21, 2020

INTRODUCTION

The applicant, CC Woodhaven, LLC, is requesting an amendment to the Woodhaven Planned Unit Development (PUD) Master Development Agreement (MDA) to address modifications to subdivision and lot design/requirements for their future residential developments in Woodhaven. The proposed amendment to the PUD does not increase the number of allowed residential units or commercial square-footage in the PUD.

The applicant's proposed amendment includes the following requests to:
1) establish an 18-inch side yard setback for A/C units and other ground mounted equipment;
2) allow the development of townhomes in the designated residential area south and west of Williamson Boulevard and east of the Cypress Head Golf Course; and
3) provide the developer with the option to install sidewalks on one or both sides of the private streets within future residential phases.

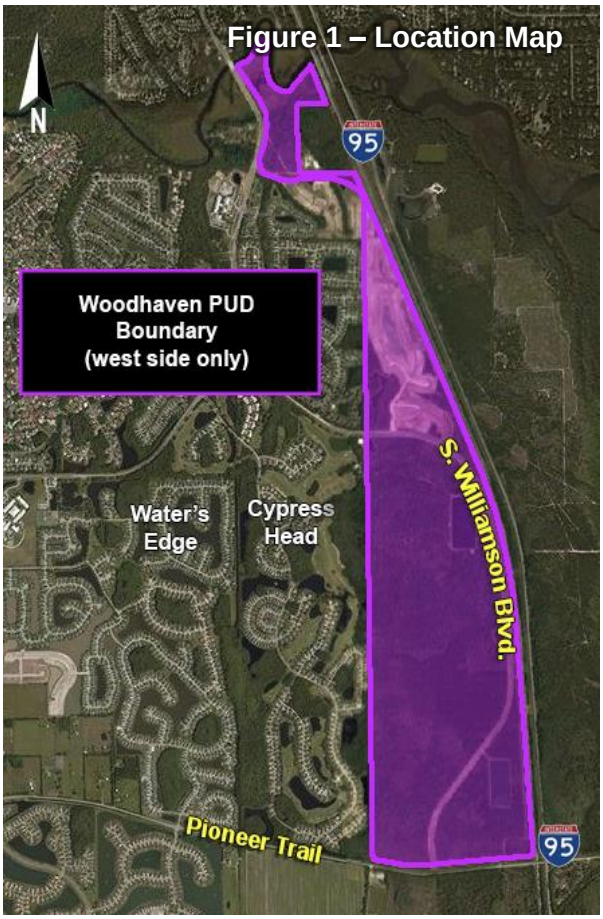


Figure 1 – Location Map

DISCUSSION

The following is an analysis of the requested deviations from the Land Development Code (LDC) or changes to the Woodhaven Master Development Agreement (MDA) proposed in the Third Amendment.

1. Setback for A/C units and Other Ground Mounted Equipment

The applicant is requesting to establish a minimum 18-inch side yard setback for A/C units and other ground mounted equipment (except for generators and propane tanks) in lieu of the 30-inch side setback in the Land Development Code. The requested setback would apply for any single-family or two-family (duplex) lot. This request is similar to the variance approved for Phase I by the Planning Commission in September 2019. Similar to the conditions approved as part of the variance for Phase I, any single-family or two-family lot with a minimum 18-inch side setback for ground-mounted equipment in lieu of the required 30-inch side yard setback would be subject to the following conditions:

- Minimum separation of air conditioning unit or mechanical equipment on adjacent lots of 8';
- Air conditioning unit pad is to be set-back a minimum of 20' from the front building corner;
- Only picket style fencing in the rear yard outside the extended plane of the side walls of the home;
- No landscaping between homes in the side yard, except for one (1) 3-gallon shrub in front of the air conditioning units or other mechanical equipment;
- Prior to requesting a Certificate of Occupancy, an as-built drawing of the side yard for a lot with a setback less than 30-inches shall be submitted to the City to verify required grading and drainage swale construction according to the approved building permit; and
- Setback for a generator and propane tank are not included in this request.

According to the applicant, the request to establish an 18-inch side yard setback for any single-family or two-family lot throughout the Woodhaven PUD is due to a design issue discovered during the permitting/construction in Woodhaven Phase 1. According to the applicant, the width for some of the newer ICI home models requires the placement of the air conditioning unit and other similar equipment in the rear yard instead of the side yard due to the side yard setback in the LDC. The applicant has stated that placement of air conditioning units in the rear yard of the lots was evaluated; however, the concern is that having the air conditioning unit in the rear yard would limit a homeowner's ability to fully use the rear yard. According to the applicant, the lots and homes in Woodhaven are designed to use the rear yard as an extension of the home with outdoor living space, such as patios, decks, screen rooms, pool, etc., and with the air conditioning unit(s) and other similar equipment being placed in the rear yard, the applicant believes this would limit a homeowner's ability to fully develop their rear yard. Therefore, the applicant is requesting the special side setback to allow air conditioning units and other similar equipment to be placed 18-inches from the side property lot line, so the rear yard can be developed with patios, decks, screen rooms, pool, etc.

The applicant has also stated that the air conditioning units chosen to be installed to serve homes in Woodhaven were selected because of their efficiency rating which coincides with how the homes are designed and built efficiently. The applicant states selection of the more-efficient air conditioning units, which are larger in size, has resulted in not being able to meet the LDC required side setback and need to be placed in the rear year of the homes. As discussed previously, the applicant has stated that placement of the air conditioning units in the rear yard is not the desired placement because it impacts the development potential of the rear yard to install patios, screen rooms, pool, etc. According to the applicant, the side yard setback for air conditioning units was adopted in the LDC during the late 1990's, but since that time, the minimum SEER (Seasonal Energy Efficiency Ratio) rating requirement for air conditioning units has increased from 10 to 14 SEER over the last 15+ years. The SEER rating measures the air conditioning system's energy

efficiency by calculating the cooling output divided by the amount of electric energy input. The higher the SEER rating, the greater energy efficiency of your air conditioning system. As part of the request, the applicant provided documentation that shows over the last 15 years, air conditioning units have become physically larger and require concrete pads at least 35-inches in width compared to 30-inch pads that were required when the side yard setback for an air conditioning unit was established in the LDC.

Similar requests to reduce the side yard setback for an air conditioning unit for other single-family developments within Port Orange have been approved in the past. The Oakbrook Subdivision and Royal Palm Subdivision PUDs were each approved with a side yard setback for air conditioning unit of 18-inches. Also, when the City adopted the Planned Community-Agricultural (PC-A) zoning district, it included a 24-inch side yard setback for air conditioning units. The intent of the reduced side yard setback for air conditioning units and other similar equipment is related to: 1) maintaining the ability to place the air conditioning units and other similar equipment in the side yard for the 50-feet to 60-feet wide lots, and 2) account for an increase in the size (width and height) of air conditioning units as they are being designed/built to be more efficient. All future building permits for new single-family or two-family dwellings will be reviewed to ensure that conveyance of stormwater in the side yard swales is not impacted.

2. Townhomes

The proposed amendment to the PUD does not increase the number of residential units allowed in the overall PUD or change the required 50-foot buffer required along the western boundary of the PUD between Woodhaven Subdivision and Cypress Head Subdivision/Golf Course. The applicant is requesting to allow townhomes (maximum of 4-units attached) in the designated Woodhaven PUD residential area located south and west of Williamson Boulevard and east of the Cypress Head Subdivision/Golf Course as generally shown in Figure 3 on Page 4.

Figure 2. Example of a 3 and 4-Unit Townhomes in Phase 1

The current Woodhaven MDA states that only single-family homes and passive parks may be built within the first 300-feet perpendicular from the westernmost boundary of the PUD. The applicant is requesting to add townhomes (maximum of 4-units attached) to the list of development that can be built along the westernmost boundary of the PUD provided that a Woodhaven townhome unit is not located within 500-feet of a single-family home in Cypress Head

Subdivision. This townhome location requirement would apply to the areas identified as Residential Pods C and D on the adopted Woodhaven PUD Conceptual Development Plan (CDP) (see Figure 2). The proposed amendment only modifies the locational criteria for development of townhomes (maximum of 4-units attached) and does not change to requirement for a 50-foot buffer along the west boundary line of Woodhaven or allow development of townhomes adjacent to an existing single-family home in Cypress Head (500' separation).

According to the applicant, the sale of the fee simple townhomes in Phase 1 of Woodhaven was well received and ICI would like to replicate the housing types built in Phase I of Woodhaven in future residential Woodhaven phases. The applicant states the request is to allow flexibility in the design of future phases by allowing the placement of townhomes adjacent to the Cypress Head Golf Course and to serve as a transitional use between the Cypress Head Golf Course and the single-family homes in Woodhaven. The applicant states that due to the location of Residential Pods C and D adjacent to golf course or wooded/conservation areas, the limitation to only develop single-family homes within 300-feet of the western boundary should not apply since there are no single-family homes adjacent to the west boundary in Pods C and D. To ensure separation between single-family homes in Cypress Head and townhomes in Woodhaven, the applicant has included in the amendment that townhomes are to be designed with no more than 4-units attached, and townhomes cannot be located within 500-feet of a single-family home in Cypress Head Subdivision.

Figure 3. General Location of Where Townhomes Would be Allowed

3. Sidewalks

The proposed amendment to the PUD related to placement of sidewalks would only apply to private rights-of-way within Woodhaven. The applicant has requested language be modified to expand the developer's option to install five-foot-wide sidewalks on one or both sides of the private streets within future residential phases of the Woodhaven PUD. The current Woodhaven MDA

that was approved in 2013, requires a five-foot-wide concrete sidewalk along both sides of all streets, unless it is a cul-de-sac 300-feet in length or less. According to the applicant, the request to modify this section of the MDA to include all private streets in Woodhaven is to reduce the amount of pavement within the private streets, reduced pedestrian/vehicle conflicts in roughly half the driveways, allow for additional drainage areas within the private right-of-way, and reduce sidewalk damaged from tree planted in the front of residential lots.

According to the applicant, all future residential roads in Woodhaven will be private roads and if there are request by residents for additional sidewalks within the private streets it will be up to the developer or HOA to install the sidewalks and not the City of Port Orange. Also, since the streets will be privately owned, the applicant would like to use their neighborhood street design detail as they believe only having a sidewalk on one side of the street does not impact how the street will function for both pedestrians and vehicles.

According to the Land Development Code, a minimum 4-foot wide concrete sidewalk is to be constructed along both sides of all streets within a subdivision. The intent of this requirement is to provide a safe public sidewalk network within all subdivisions that connects to the City's overall sidewalk and bike path network. As part of the applicant's proposed amendment, there is a 5-foot sidewalk proposed on one side of the street that will connect with other sidewalks within the residential neighborhood. According to the applicant, the proposed subdivisions in Woodhaven will consist of private streets and are anticipated to be gated. The request to provide the developer with the option to only install a 5-foot sidewalk along one side of a private neighborhood street within Woodhaven requires Planning Commission and Council direction on whether to allow the specific deviation requested by the applicant.

Staff support for this requested deviation is based on the streets being located on low-density, private residential streets within a gated community, with limited points of interconnectivity, and the reduction of impervious area within the rights-of-way. Typically, the traffic traveling through gated communities with limited interconnectivity is limited to residents and guest. As mentioned above, this would only apply to private streets and if there are requests for sidewalks to be added in the future along these private streets, it will be the responsibility of the developer or HOA to permit and construct.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The original MDA was found to be consistent with the City's Comprehensive Plan and City's Future Land Use (FLU) Map when it was approved in 2013. The proposed Third Amendment does not change the FLU designation for the property, does not increase the number of allowed residential units or commercial square-footage in the PUD, and is consistent with the general intent of the Comprehensive Plan.

PUBLIC NOTICE

A Public Notice sign was posted on the site on June 5, 2020. As of June 19, 2020, staff has received six (6) phone calls, requesting general information regarding the proposed PUD amendment. The main concern from callers was ensuring the required 50' buffer along the western PUD boundary would remain.

RECOMMENDATION

Staff recommends approval of the Third Amendment to the Woodhaven PUD Master Development Agreement, subject to the City Attorney's review to legal form and content.

ATTACHMENT

Exhibit 1 - Third Amendment to the Woodhaven PUD Master Development Agreement (see Ordinance Exhibit)

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/21/2020

Consent item: No

SUBJECT: (H22) First Reading - Ordinance No. 2020-20 - First Amendment to the New Port Apartments Planned Unit Development Master Development Agreement (Case No. 20-40000002)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-20, the First Amendment to the New Port Apartments Planned Unit Development Master Development Agreement.

SUMMARY: Planning Commission Action (6/25/20): Recommended Approval

The applicant, POA Development, LLC, is requesting an amendment to the New Port Apartments Planned Unit Development (PUD) Master Development Agreement (MDA) to allow the approved 310-unit multifamily development to be constructed in phases in accordance with the current requirements in the Land Development Code related to phased construction. The current New Port MDA that was approved in 2018 requires the entire development be completely constructed in one phase. Therefore, all 23 buildings (including residential, maintenance, garages, and clubhouse) and on-site and off-site improvements will need to be completed, inspected, and approved by the City and other review agencies prior to the issuance of a Certificate of Occupancy (CO) for any of the residential-unit buildings or clubhouse. The proposed amendment is to allow the approved multi-family development to be constructed in phases in accordance with the existing requirements in the Land Development Code (LDC).

The applicant is requesting the amendment to be able to continue the construction of the development in phases consistent with other multi-family developments in the City and in accordance with the LDC. The City's LDC has requirements in place for multi-family developments to be completed in phases, subject to all required infrastructure being completed and accepted by the City prior to issuance of the CO for each building or phase. The submittal of a phasing plan prior to the request for the first CO will be required. The phasing plan is reviewed by staff to verify all necessary infrastructure and site improvements are shown to be completed with each proposed phased. Each phase will be required to provide for connection to each of the remaining phases and must include easements and utility extensions necessary to facilitate the development of subsequent phases.

The staff report is attached for more detail on each proposed change to the New Port Apartments MDA and CDP.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ordinance No. 2020-20 with exhibit	Ord 2020-20.pdf
2.	CC Staff Report New Port 1st Amendment	CC Staff Report New Port 1st Amendment.pdf

Penelope Cruz	Created/Initiated - 6/26/2020
Tim Burman	Approved - 6/29/2020
Shannon Balmer	Approved - 7/6/2020
Jake Johansson	Approved - 7/8/2020
Robin Fenwick	Final Approval - 7/9/2020

ORDINANCE NO. 2020-20

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE FIRST AMENDMENT TO THE NEW PORT APARTMENTS PLANNED UNIT DEVELOPMENT (A RESIDENTIAL PUD) MASTER DEVELOPMENT AGREEMENT (MDA); PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to enter into the First Amendment to the New Port Apartment Planned Unit Development (A Residential PUD) Master Development Agreement (hereinafter referred to as the "First Amendment"); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the First Amendment; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by majority vote recommended approval of the proposed First Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the approval of the First Amendment.

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

Section 1. The City Council of the City of Port Orange does hereby approve the First Amendment, attached hereto as **Exhibit "1"** and made a part hereof by reference.

Section 2. The Mayor and City Clerk are hereby authorized to execute said First Amendment.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

_____
MAYOR DONALD O. BURNETTE

ATTEST:

_____
Robin L. Fenwick, 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

Prepared By:
Jeffrey P. Brock, Esq
Smith Bigman Brock, P.A.
444 Seabreeze Blvd. – Suite 900
Daytona Beach, FL 32118

Return Recorded Document to:
Records Clerk
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

FIRST AMENDMENT TO THE NEW PORT APARTMENTS PLANNED UNIT DEVELOPMENT (A RESIDENTIAL PUD) MASTER DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO THE NEW PORT APARTMENTS PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT (the "First Amendment"), is entered into by and between POA DEVELOPMENT, LLC, a Florida limited liability company, ("Owner/Developer") having a mailing address of 220 N. Main Street, Gainesville, Florida 32601 and the CITY OF PORT ORANGE, a Florida municipal corporation, having a mailing address of 1000 City Center Circle, Port Orange, FL 32129 (the "City"), (collectively the "Parties"), who hereby agree and covenant as follows:

WHEREAS, the Parties previously entered into that certain New Port Apartments Planned Unit Development Master Development Agreement dated June 14, 2019 and recorded in Official Records Book 7708, Page 2336, Public Records of Volusia County, Florida (the "MDA") for a proposed 310-unit apartment complex on the real property more particularly described on Exhibit A attached hereto; and

WHEREAS, the Parties desire to amend the MDA to allow the phasing of construction of the proposed apartment complex as more particularly set forth below.

NOW THEREFORE, the Parties hereby agree as follows;

1. The recitals stated above are true and correct and are incorporated herein by reference.

2. Paragraph 6 of the MDA, "Phasing" is hereby amended and revised to read as follows:

   "The development of the proposed 310-unit apartment complex shall be constructed in phases in accordance with the MDA and the LDC."

3. This First Amendment shall be effective upon recording in the public records of Volusia County, Florida.

4. All the provisions of the MDA not in conflict herewith shall remain in full force and effect and shall be supplemented for the matters specifically amended herein by this First Amendment. The MDA shall survive the execution of this First Amendment.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the New Port Apartments Planned Unit Development Master Development Agreement, by and through their duly authorized representatives, on the respective dates shown below.

WITNESSES (as to both):

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

CITY OF PORT ORANGE, a Florida Municipal Corporation

By: _____
Donald O. Burnette, Mayor

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

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of **[XX]** physical presence or [ ] online notarization this _____ day of _____, 2020, by _____ and DONALD O. BURNETTE, Mayor of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

_____
Notary Public, State of Florida at Large
My Commission Expires:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [**XX**] physical presence or [ ] online notarization this _____ day of _____, 2020, by _____ and ROBIN L. FENWICK, City Clerk of the CITY OF PORT ORANGE, FLORIDA, a Florida municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

_____
Notary Public, State of Florida at Large
My Commission Expires:

POA DEVELOPMENT, LLC

WITNESSES:

_____
Signature

By: _____
, Manager

_____
Printed Name

Date: _____

_____
Signature

_____
Printed Name

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [**XX**] physical presence or [ ] online notarization this _____ day of _____, 2020, by _____, Manager of POA DEVELOPMENT, LLC. He is personally known to me or has produced _____ as identification.

_____
Notary Public, State of Florida at Large

My Commission Expires:

CA6962

Exhibit A

Lots 3, 4, and 5 Bennet Subdivision of the Northeast ¼ of Section 6, Township 16 South, Range 33 East, according to the map thereof as recorded in Plat Book 6, Page 11 of the Public Records of Volusia County, Florida.

STAFF REPORT

FIRST AMENDMENT TO THE NEW PORT PLANNED UNIT DEVELOPMENT MASTER DEVELOPMENT AGREEMENT CASE NO. 20-40000002

REQUEST:	Amend the Master Development Agreement (MDA) for the New Port Apartments Planned Unit Development (PUD) to allow the multi-family development project to be completed in phases in accordance with the requirements in the Land Development Code.
APPLICANT:	POA Development, LLC
OWNER:	Carl Cautedella, The Collier Companies
LOCATION:	1401 Reed Canal Road
STAFF CONTACT:	Briana Conlan-King, Senior Planner (386) 506-5676
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval (June 25, 2020)
CITY COUNCIL:	July 21, 2020

INTRODUCTION

The applicant, POA Development, LLC, is requesting an amendment to the New Port Apartments Planned Unit Development (PUD) Master Development Agreement (MDA) to allow the approved multi-family development to be constructed in phases in accordance with the requirements in the Land Development Code. The subject property is ±29.7-acres and is located on the south side of Reed Canal Road, between Clyde Morris Boulevard and Atlantic High School (Figure 1).

Figure 1 - Location Map

DISCUSSION

The New Port Apartments PUD was approved in 2018 for the development of a 310-unit multi-family development on the subject property, along with associated site and off-site improvements. Site and building construction began in March 2020 and according to the contractor completion of the entire project is expected to take approximately 22 months.

According to the applicant, the proposed First Amendment removes a specific development requirement in the MDA that requires the entire development to be completely constructed in one phase. Therefore, all 23 buildings (includes residential, maintenance, garages, and clubhouse) and on-site and off-site improvements would need to be completed, inspected, and approved by the City and other review agencies before Certificates of Occupancy (CO) could be issued for any of the residential-unit buildings or clubhouse. The applicant's request is to allow development of the project in phases in accordance with the LDC, similar to other recently developed multi-family projects.

According to the applicant, multi-family developments are developed in multiple phases due to their duration of construction, size of the project, and to allow for units to be leased and income to be collected. In addition, the applicant states that the phased construction approach reduces the chance of damage to completed infrastructure during building construction.

The City's LDC has requirements in place for multi-family developments to be completed in phases, subject to all required infrastructure being completed and accepted by the City prior to issuance of the Certificate of Occupancy for each building or phase. A phased construction of a multi-family development is common in Port Orange as the last four multi-family developments built were completed in phases (Hawthorn Grove, White Palm, Reserve at Westport, and Springs at Port Orange). These multi-family development projects were developed under conventional zoning and completion was phased as allowed in the LDC. The applicant is requesting the subject MDA amendment to be able to continue the construction of the development in phases consistent with other multi-family developments in the City and in accordance with the LDC. As done with the other multi-family developments, the submittal of a phasing plan prior to the first request for the first Certificate of Occupancy is required. The phasing plan is reviewed by staff to verify all necessary infrastructure and site improvements are shown to be completed with each proposed phased. Each phase will be required to provide for connection to each of the remaining phases and must include easements and utility extensions necessary to facilitate the development of subsequent phases. The request by the applicant to phase the construction of this multi-family development is consistent with the phased construction for the last four multi-family developments constructed in the City as permitted by the LDC.

The proposed amendment does not increase the number of residential units or change any of the dimensional regulations in the PUD. All the amendment is requesting is to allow the project to be developed in phases and for the issuance of COs for the residential buildings in accordance with the LDC.

There are no specific criteria to be used as a base for staff recommendation for the requested deviation from the original MDA. Staff recommendations on zoning matters are generally based on consideration of compatibility with adjacent uses, availability of adequate infrastructure and consistency with adopted plans (such as Comprehensive Plan, City Vision, budget, etc.). The phasing of the project is different than originally single phased completion documented in the Master Development Agreement (MDA) and therefore requires Planning Commission and Council direction to amend the MDA to allow the project to be developed according to the established phasing process allowed in the LDC. The request by the applicant to phase the construction of this multi-family development is consistent with the phased construction for the last four multi-family developments constructed in the City and allowed by the LDC.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The subject property is designated *Urban Medium Density Residential* (4-8 units/acre) and *Urban High Density* (8-16 units/acre) on the City's Future Land Use Map. The New Port Apartment PUD MDA was found to be consistent with the Comprehensive Plan in 2018. The proposed amendment to the MDA is related to phasing and the MDA remains consistent with the type of land use and intensity allowed for the subject property by the City's Comprehensive Plan Future Land Use Map.

PUBLIC NOTICE

Two Public Notice signs were posted on the PUD property, one along Reed Canal Road and one along Richel Dr. in May 2020. At the time this agenda item was prepared, staff has received two (2) phone calls requesting general information regarding the proposed amendment.

RECOMMENDATION

Staff recommends approval of the First Amendment to the Master Development Agreement (MDA) for the New Port Apartments Planned Unit Development (PUD).

ATTACHMENTS

Exhibit 1 – First Amendment to the New Port Apartments PUD Master Development Agreement (see Ordinance Exhibit)

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/21/2020

Consent item: No

SUBJECT: (H23) First Reading - Ordinance No. 2020-21 - Annexation/4057 Bruner Road

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-21, annexing approximately 18.7 acres of land located at 4057 Bruner Road along with a portion of the adjacent Wellfield Road and Bruner Road rights-of-way.

SUMMARY: The City of Port Orange is requesting to annex a ±18.7-acre property along with a portion of the adjacent Wellfield Road and Bruner Road rights-of-way into the City. The subject property is located on the east side of Bruner Road, north of the City's water treatment plant and vacant city owned property (Gray property). If approved, the City plans to use the subject property as a Debris Management Site (DMS). Future Land Use amendment and rezoning applications are being processed concurrently with the subject annexation to change the FLU designation on the subject property to Public/Institutional and rezone the subject property to Government Public Use (GPU).

Over the last few years, the City has used available City property, or contracted with private landowners as a debris management site (DMS). The permanent establishment of a DMS provides the City with certainty to the DMS when preparing for hurricane season each year. The City acquired the subject property in March 2020 to use as a DMS for the temporary disposal of vegetative debris generated by a natural disaster. The City's intent for property is to remain vacant open space until it is needed as a DMS. The subject site would enable debris haulers to efficiently and effectively remove debris from streets and residents' homes and have it delivered to the proposed DMS on the subject property. Once all storm debris is collected, it will be reduced by chipping and then hauled to the local landfill for ultimate disposal.

An environmental analysis was prepared by Young Bear Environmental (YBE) (May 2020). According to YBE, the subject site is disturbed land that has historically been used as a debris management site. The property was declared a Brownfield Site by Volusia County in June 2016.

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 more detail.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ordinance No. 2020-21 with exhibits	Ord 2020-21 Annexa Bruner.pdf
2.	Staff Report	Annexation Staff Report_4057 Bruner Rd .pdf

Penelope Cruz	Created/Initiated - 6/25/2020
Tim Burman	Approved - 6/25/2020
Lynn Stevens	Approved - 6/26/2020
Shannon Balmer	Approved - 7/8/2020
Jake Johansson	Approved - 7/8/2020
Robin Fenwick	Final Approval - 7/9/2020

ORDINANCE NO. 2020-21

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ANNEXING APPROXIMATELY ±18.7 ACRES OF PROPERTY LOCATED AT 4057 BRUNER ROAD ALONG WITH A PORTION OF THE ADJACENT WELLFIELD ROAD AND BRUNER ROAD RIGHTS-OF-WAY; 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

BEGIN AT THE INTERSECTION OF THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING THE EAST LINE OF THE WEST 30'00 FEET OF THE RIGHT OF WAY OF BRUNER ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 2764, PAGE 1153, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, WITH THE SOUTH LINE OF THE NORTH ONE HALF OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE RUN S00°01'53"E ALONG SAID EAST LINE AND THE EAST LINE OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SECTION 7, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, BEING THE EAST LINE OF THE WEST 30.00 FEET OF THE RIGHT OF WAY OF SAID BRUNER ROAD, 772.08 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF CLYDE MORRIS BOULEVARD, THENCE N41°48'04"W ALONG SAID NORTHERLY RIGHT OF WAY LINE, 45.04 FEET TO THE WEST RIGHT OF WAY LINE OF SAID BRUNER ROAD; THENCE N00°01'32"W ALONG SAID WEST RIGHT OF WAY LINE, 1359.12 FEET; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE N00°23'45"E, 1271.09 FEET TO THE SOUTH RIGHT OF WAY LINE OF MADELINE AVENUE; THENCE N89°04'51"E ALONG SAID SOUTH RIGHT OF WAY LINE, 30.01 FEET TO THE EAST LINE OF THE WEST 1/2 OF THE SOUTHEAST 1/4 OF SAID SECTION 6, BEING THE EAST LINE OF THE WEST 30.00 FEET OF THE RIGHT OF WAY OF SAID BRUNER ROAD; THENCE S00°23'45"W ALONG SAID EAST LINE, 989.68 FEET TO THE NORTH LINE OF THE SOUTH 1/5 OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE N88°58'52"E ALONG SAID NORTH LINE, 30.01 FEET TO THE EAST RIGHT OF WAY LINE OF SAID BRUNER ROAD; THENCE S00°23'45"W ALONG SAID EAST RIGHT OF WAY LINE, 250.53 FEET TO THE NORTH LINE OF THAT PROPERTY DESCRIBED IN OFFICIAL RECORDS BOOK 7834, PAGE 353 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N89°15'37"E ALONG SAID NORTH LINE, 1294.97 FEET TO THE EAST LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE S03°21'00"W ALONG SAID EAST LINE, 656.94 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 6; THENCE S89°25'08"W ALONG SAID SOUTH LINE, 1323.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"

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

LESS AND EXCEPT THE WEST 30.00 FEET THEREOF IN BRUNNER ROAD
AND LESS AND EXCEPT ANY PORTION THEREOF DESCRIBED IN OFFICIAL RECORDS BOOK 7834, PAGE 353, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

(O.R.B. 7834, PAGE 353) THE NORTH 20 ACRES, PLUS OR MINUS, OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, EXCEPT THE WESTERLY 30 FEET THEREOF, AND THE EASTERLY 50 FEET THEREOF. THE NORTH PROPERTY LINE OF THE AFOREDESCRIBED PROPERTY SHALL BE THAT LINE ESTABLISHED BY JUDICIAL DECREE IN THAT CERTAIN CASE STYLED ROWLEY V. BURNER, CHANCERY NUMBER 14,328, 7TH JUDICIAL CIRCUIT, IN AND FOR VOLUSIA COUNTY, FLORIDA.
ALSO DESCRIBED AS:
THE NORTHERLY 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 6, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, EXCEPTING THEREFROM THE EASTERLY 50 FEET FOR ROAD PURPOSES, BUT INCLUDING A TRIANGLE ON THE NORTHERLY LINE BEING 9.5 FEET ON THE WEST LINE AND 1324.65 FEET ON THE SOUTH LINE.

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:

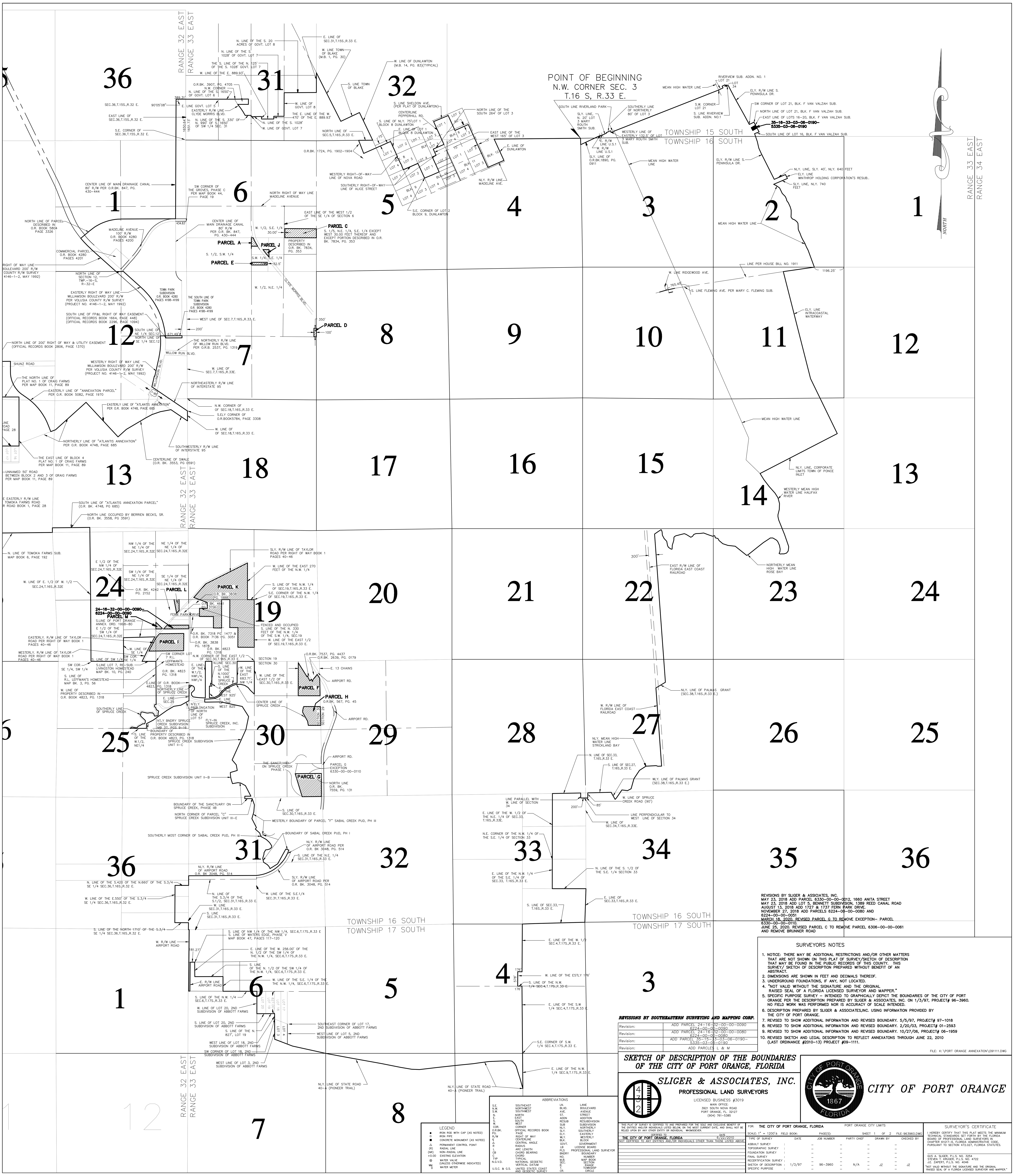
COMMENCE AT A CONCRETE MONUMENT MARKING THE NW CORNER OF THE SW 1/4 OF SAID SEC. 19; THENCE N 87° 16' 16" E ALONG THE N LINE OF SAID SW 1/4 FOR A DISTANCE OF 231.03 FT. TO THE EASTERLY RIGHT-0F-WAY OF TAYLOR RD.; THENCE N36° 51' 35" E. ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 95.35 FT. TO THE POINT 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.

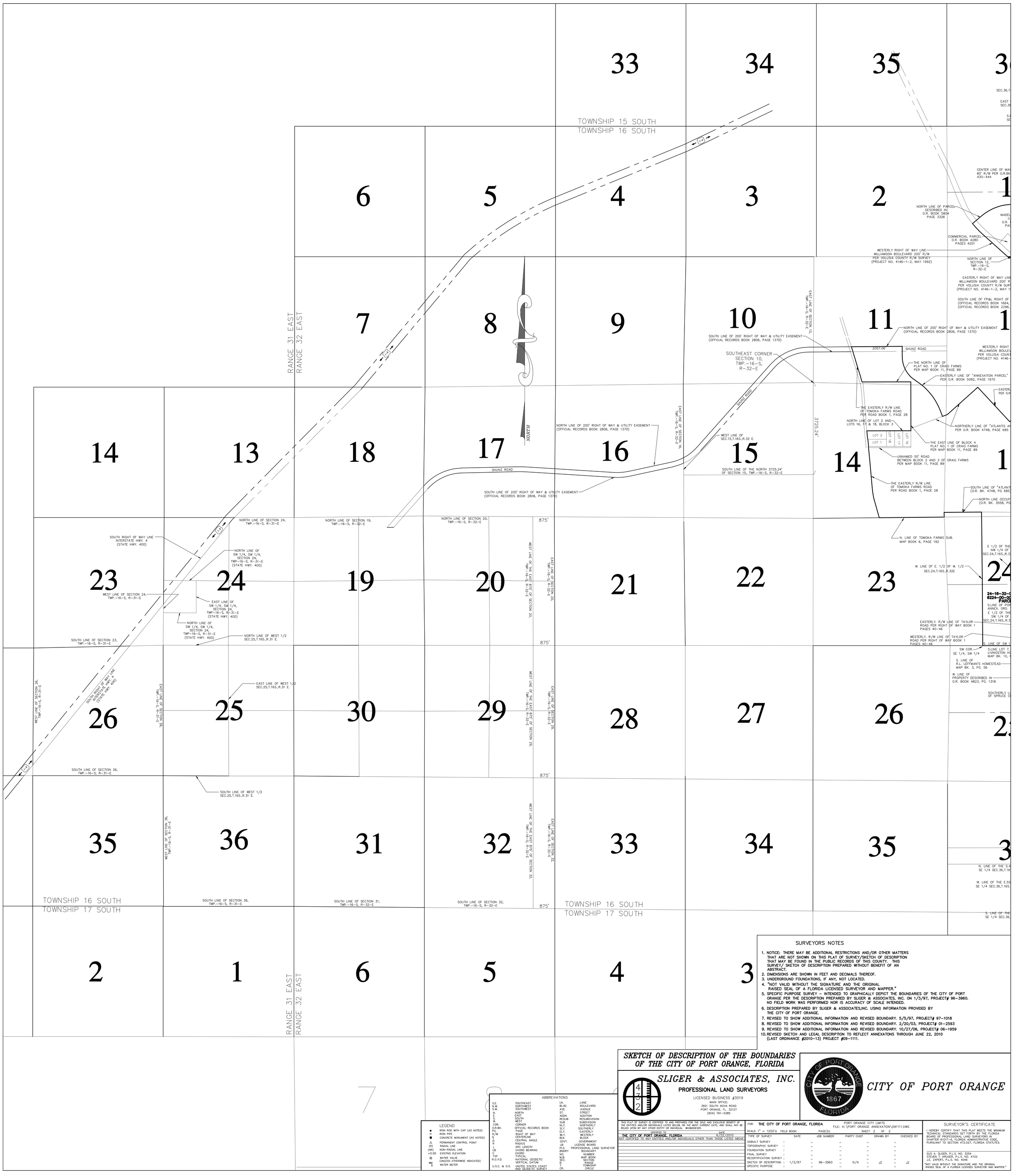
PARCEL B:

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.)

EXHIBIT "B" CONTINUED





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.

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

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
		CR.	CIRCLE

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

SCALE: 1" = 1200'± FIELD BOOK: PAGE(S): FILE: K:\PORT ORANGE ANNEXATION\091111.DWG 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
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."

STAFF REPORT

ANNEXATION/4057 Bruner Road
CASE NO. 20-10000002

REQUEST:	Annex ±18.7 acres of property into the City of Port Orange
LOCATION:	4057 Bruner Road
OWNER/APPLICANT:	City of Port Orange
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
STAFF RECOMMENDATION:	Approval
CITY COUNCIL DATE:	July 21, 2020

PROPERTY OVERVIEW

The City of Port Orange is requesting to annex a ±18.7-acre property along with a portion of the adjacent Wellfield Road and Bruner Road rights-of-way into the City. The subject property is located on the east side of Bruner Road, north of the City's water treatment plant and vacant city owned property (Gray property). If approved, the City plans to use the subject property as a Debris Management Site (DMS).

Figure 1. Location Map

Over the last few years, the City has used available City property, or contracted with private landowners as a debris management site (DMS). The permanent establishment of a DMS provides the City with certainty to the DMS when preparing for hurricane season each year. The City acquired the subject property in March 2020 to use as a DMS for the

temporary disposal of vegetative debris generated by a natural disaster. The City's intent for property is to remain vacant open space until it is needed as a DMS. The subject site would enable debris haulers to efficiently and effectively remove debris from streets and residents' homes and have it delivered to the proposed DMS on the subject property. Once all storm debris is collected, it will be reduced by chipping and then hauled to the local landfill for ultimate disposal.

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 surrounding existing land uses, Future Land Use designations, and Zoning classifications for the properties adjacent to the subject property are identified in Table 1.

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Residential Mobile Home and Single Family Residential	Volusia County Urban Low Intensity	Volusia County MH-4
South	Vacant and City Wellfield	Urban Medium Density Residential (4-8 units/acre) and Public/Institutional	Multi-Family Residential (R-3L) and Government Public Use (GPU)
East	Residential Mobile Home	Urban Medium Density Residential (4-8 units/acre)	Residential Mobile Home (RMH)
West *	Vacant	Office/Residential Transition and Commercial	Planned Unit Development (PUD)

* Development applications are currently under review for a proposed multi-family development.

The County Future Land Use (FLU) and Zoning designations on the parcels will need to be changed to City of Port Orange. A FLU amendment and rezoning application is being processed concurrently with the subject annexation to change the FLU designation on the subject property to *Public/Institutional* and rezone the subject property to Government Public Use (GPU). 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

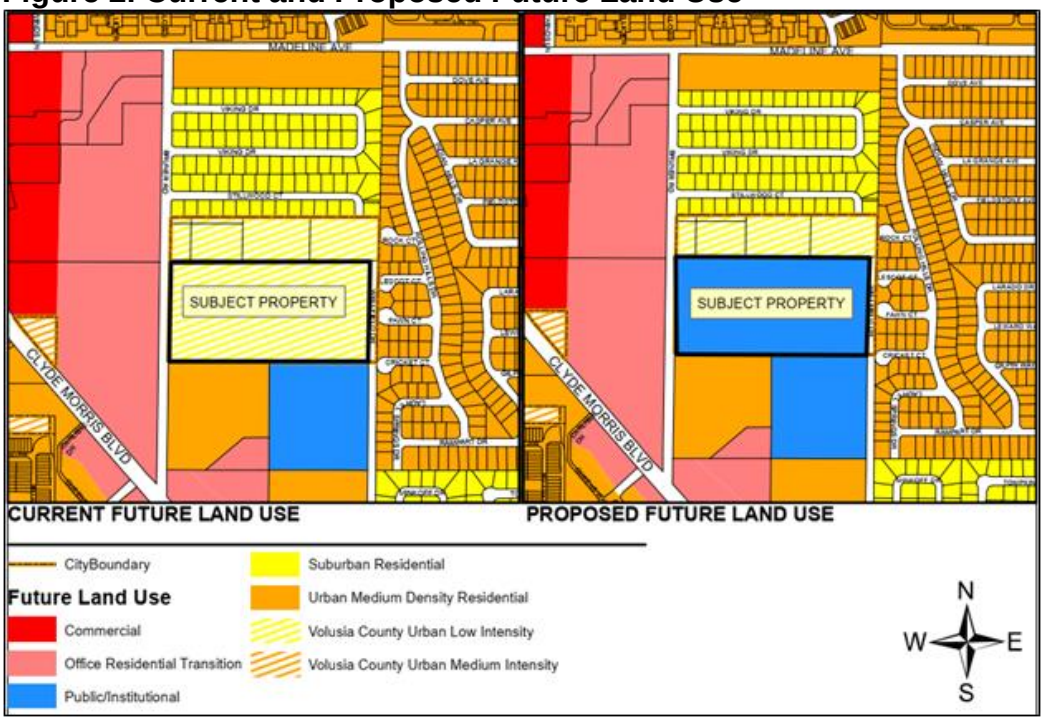
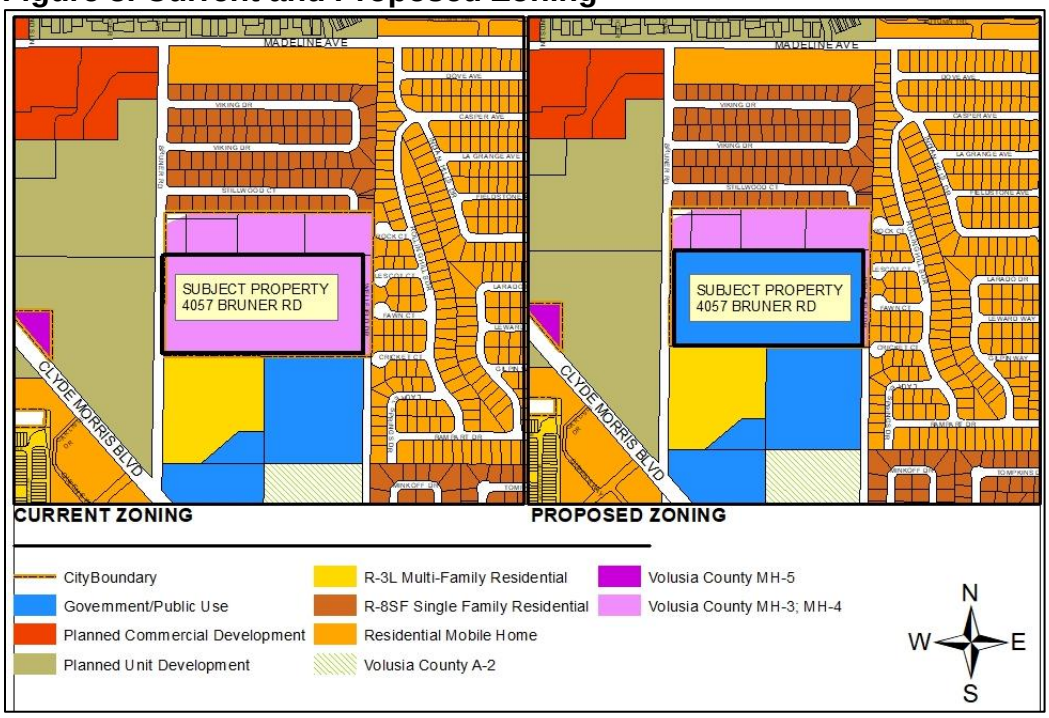


Figure 3. Current and Proposed Zoning



IMPACT TO CITY SERVICES

The subject annexation was reviewed by 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 ±18.7-acres. The City's intent for property is to remain vacant open space until it is needed as a DMS.

Potable Water, Sanitary Sewer, and Reclaimed Water
The City currently has available well and Consumptive Use Permit (CUP) capacity to serve the needs of the property with potable water. The City also currently has available sewer capacity to accommodate 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 the site being used as a DMS. 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. Based on the proposed use of the subject site as DMS facility, the trips that would be produced on a daily basis will be de minimums. The only anticipated traffic accessing the site would be when the site is being used as a DMS and periodic city vehicles accessing the site for maintenance and training. No deficiencies have been identified on the existing and future roadway network in this area in the short term or the long-term.

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 18.7 acres located at 4057 Bruner Road, along with a portion of the adjacent Wellfield Road and Bruner Road rights-of-way, into the City.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/21/2020

Consent item: No

SUBJECT: (H24) First Reading - Ordinance No. 2020-22 - 20-1 Large-scale Future Land Use Map Amendment/4057 Bruner Road (Case No. 20-20000003)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-22, adopting the 20-1 Large-Scale Comprehensive Plan Amendment and authorizing the transmittal to the required review agencies.

SUMMARY: Planning Commission Action (6-25-20): Recommended Approval

The City of Port Orange requests approval to change the Future Land Use (FLU) designation of approximately 18.7 acres from Volusia County Urban Low Intensity (0.2-4 units/acre) to City of Port Orange Public/Institutional. The subject property is located on the east side of Bruner Road, north of the City's water treatment plant and vacant city owned property (Gray property). If approved, the City plans to use the subject property as a Debris Management Site (DMS) will also comply with design requirements in the Land Development Code to ensure compatibility between adjacent land uses (i.e. preserve existing berms toscreen adjacent residential properties).

Over the last few years, the City has used available City property, or contracted with private landowners, to handle debris management. The permanent establishment of a DMS provides the City with certainty as to the DMS location and we prepare for hurricane season each year. The City acquired the subject property in March 2020 to use as a debris management site (DMS) for the temporary disposal of vegetative debris generated by a natural disaster. The City's intent for property is to remain vacant open space until it is needed as a DMS. The subject site would enable debris haulers to efficiently and effectively remove debris from streets and residents' homes and have it delivered to the proposed DMS on the subject property. Once all storm debris is collected, it will be reduced by chipping and then hauled to the local landfill for ultimate disposal.

All public infrastructure has available capacity for the proposed amendment. However, the actual use of the site as a City DMS will be significantly less intense than the theoretical maximum impacts indicated in the Impact Analysis.

The staff report is attached for more details.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ordinance No. 2020-22 with exhibit	Ord 2020-22 Large scale.pdf
2.	CC Staff Report_20-1 CPA_4057 Bruner Rd	CC Staff Report_20-1 CPA_4057 Bruner Rd.pdf

Penelope Cruz	Created/Initiated - 6/26/2020
Tim Burman	Approved - 6/29/2020
Lynn Stevens	Approved - 7/1/2020
Shannon Balmer	Approved - 7/8/2020
Jake Johansson	Approved - 7/8/2020
Robin Fenwick	Final Approval - 7/9/2020

ORDINANCE NO. 2020-22

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 ±18.7 ACRES FROM VOLUSIA COUNTY URBAN LOW INTENSITY (0.2-4 UNITS/ACRE) TO CITY OF PORT ORANGE PUBLIC/INSTITUTIONAL FOR PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF BRUNER ROAD, NORTH OF THE CITY'S WATER TREATMENT AT 4057 BRUNER ROAD; 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 City Council of the City of Port Orange has provided an opportunity to receive comments and proposals from the general public and held at two public hearings 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, 2018-30, 2018-36, 2019-11, 2019-21, 2019-23, 2019-33, 2019-41, 2020-2, 2020-5, 2020-11, 2020-14, and this ordinance.

Section 2. The City Council hereby adopts and amends the Comprehensive Plan City of Port Orange 2010-2025, Future Land Use Map, attached hereto as **Exhibit "A"**, and incorporated herein by this reference.

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. The effective date of this plan amendment, if the amendment is not timely challenged, shall be 31 days after the state land planning agency notifies the local government that the plan amendment package is complete. If timely challenged, this amendment shall become effective on the date the state land planning agency or the Administration Commission enters a final order determining this adopted amendment to be in compliance. No development orders, development permits, or land uses dependent on tis amend may be issued or commence before it has become effective. If a final order of noncompliance is issued by the Administration Commission, this amendment may nevertheless be made effective by adoption of a resolution affirming its effective status, a copy of which resolution shall be sent to the state eland planning agency. The City Clerk shall note the effective hereon in the place provided below.

_____
MAYOR DONALD O. BURNETTE

ATTEST:

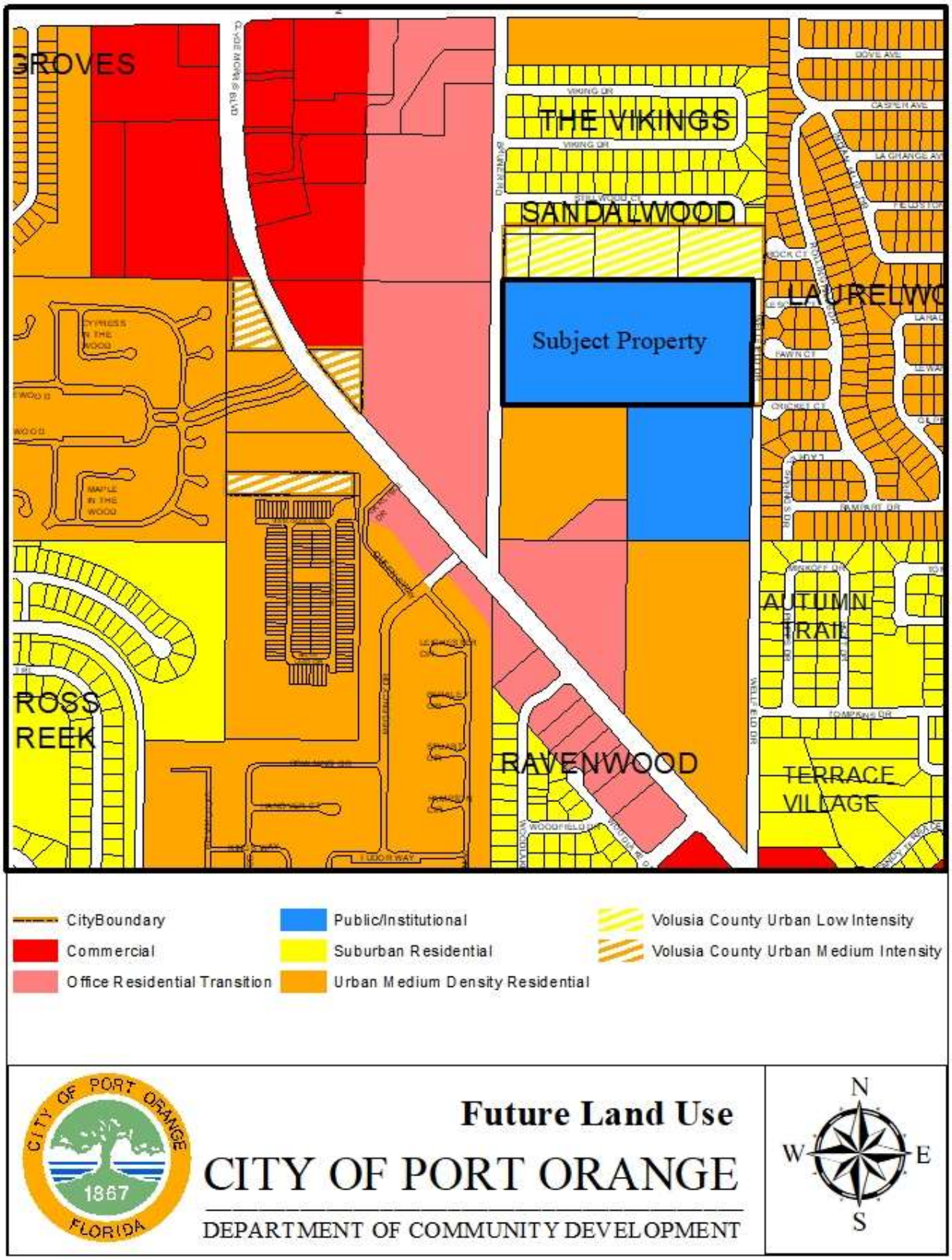
_____
Robin L. Fenwick, MMC, City Clerk

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"


GROVES
THE VIKINGS
SANDALWOOD
Subject Property
LAUREL
AUTUMN TRAIL
ROSS REEK
RAVENWOOD
TERRACE VILLAGE
CityBoundary
Commercial
Office Residential Transition
Public/Institutional
Suburban Residential
Urban Medium Density Residential
Volusia County Urban Low Intensity
Volusia County Urban Medium Intensity
CITY OF PORT ORANGE
1867
FLORIDA
Future Land Use
CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT
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W
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STAFF REPORT

20-1 Large-Scale Comprehensive Plan Amendment/
4057 Bruner Road
CASE NO. 20-20000003

REQUEST:	Amend the Comprehensive Plan Future Land Use (FLU) Map to change the FLU for ±18.7 acres from Volusia County *Urban Low Intensity* (0.2-4 units/acre) to City of Port *Public/Institutional*.
LOCATION:	4057 Bruner Road
APPLICANT/OWNER:	City of Port Orange
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval (June 25, 2020)
CITY COUNCIL:	July 21, 2020

INTRODUCTION

The City of Port Orange requests approval to change the Future Land Use (FLU) designation of approximately 18.7 acres from Volusia County *Urban Low Intensity* (0.2-4 units/acre) to City of Port Orange *Public/Institutional*. The subject property is located on the east side of Bruner Road, north of the City's water treatment plant and vacant city owned property (Gray property). If approved, the City plans to use the subject property as a Debris Management Site (DMS).

Figure 1. Location Map

DISCUSSION

Over the last few years, the City has used available City property, or contracted with private landowners, to handle debris management. The permanent establishment of a DMS provides the City with certainty as to the DMS location and we prepare for hurricane season each year. The City acquired the subject property in March 2020 to use as a debris management site (DMS) for the temporary disposal of vegetative debris generated by a natural disaster. The City's intent for property is to remain vacant open space until it is needed as a DMS. The subject site would enable debris haulers to efficiently and effectively remove debris from streets and residents' homes and have it delivered to the proposed DMS on the subject property. Once all storm debris is collected, it will be reduced by chipping and then hauled to the local landfill for ultimate disposal.

The surrounding existing land uses, Future Land Use designations, and Zoning classifications for the properties adjacent to the subject property are identified in Table 1.

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Residential Mobile Home and Single Family Residential	Volusia County Urban Low Intensity	Volusia County MH-4
South	Vacant and City Wellfield	Urban Medium Density Residential (4-8 units/acre) and Public/Institutional	Multi-Family Residential (R-3L) and Government Public Use (GPU)
East	Residential Mobile Home	Urban Medium Density Residential (4-8 units/acre)	Residential Mobile Home (RMH)
West *	Vacant	Office/Residential Transition and Commercial	Planned Unit Development (PUD)

* Development applications are currently under review for a proposed multi-family development.

PROPOSED AMENDMENT

The proposed amendment is to change the FLU designation for ±18.7 acres from Volusia County *Urban Low Intensity* (0.2-4 units/acre) to City of Port Orange *Public/Institutional*. The proposed use of the site as a City DMS is allowed under the proposed Public/Institutional FLU designation.

The *Public/Institutional* FLU designation allows publicly owned lands to be developed as schools, libraries, active recreation parks, City administrative offices and yards, utility plants, the City's wellfield properties west of Tomoka Farms Road, and transportation facilities. This designation also allows privately owned land to be developed with uses that serve public needs, such as franchise utility operations, hospitals, churches, schools, institutions, etc. The intensity of permitted uses within this category is limited to a maximum floor area ratio (FAR)[1] of 0.2. This land use category may be located wherever needed to serve the City's population, businesses, and infrastructure in the most efficient manner. However, it is recognized that such uses are acceptable in a wide range of land

[1] *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.*

use environments and, therefore, small and/or isolated properties of this type may also be designated under adjoining land use types where appropriate.

The current and proposed Future Land Use designation of the subject property and adjacent properties are identified on Figure 2. The current and propose zoning classification of the subject property and adjacent properties are identified on Figure 3.

Figure 2. Current and Proposed Future Land Use Map

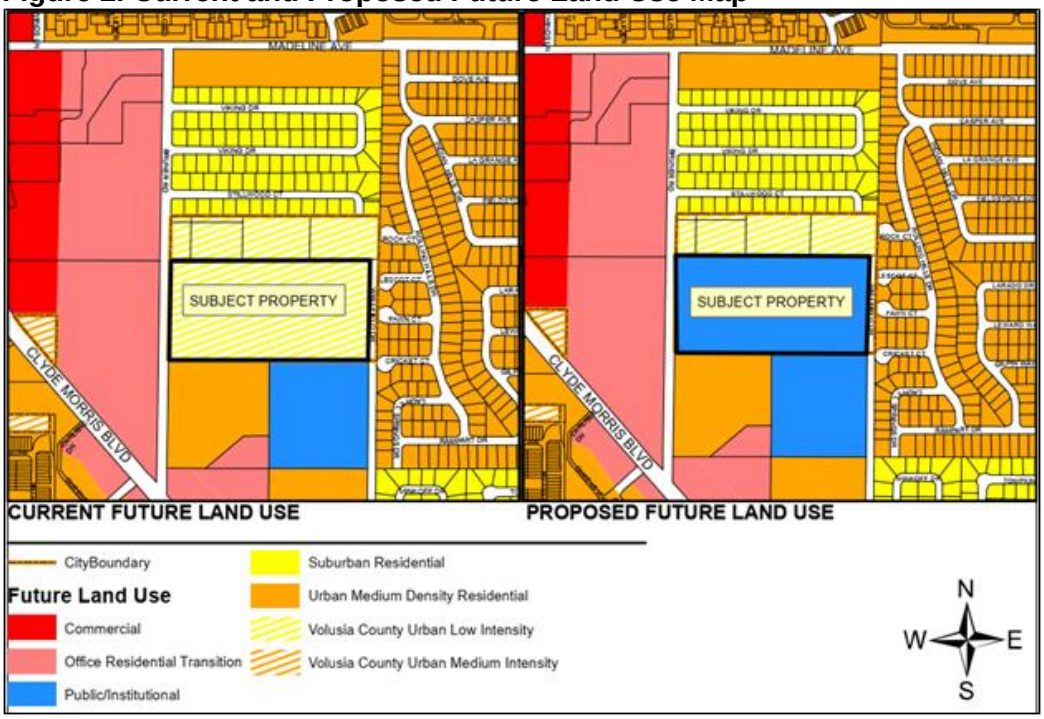
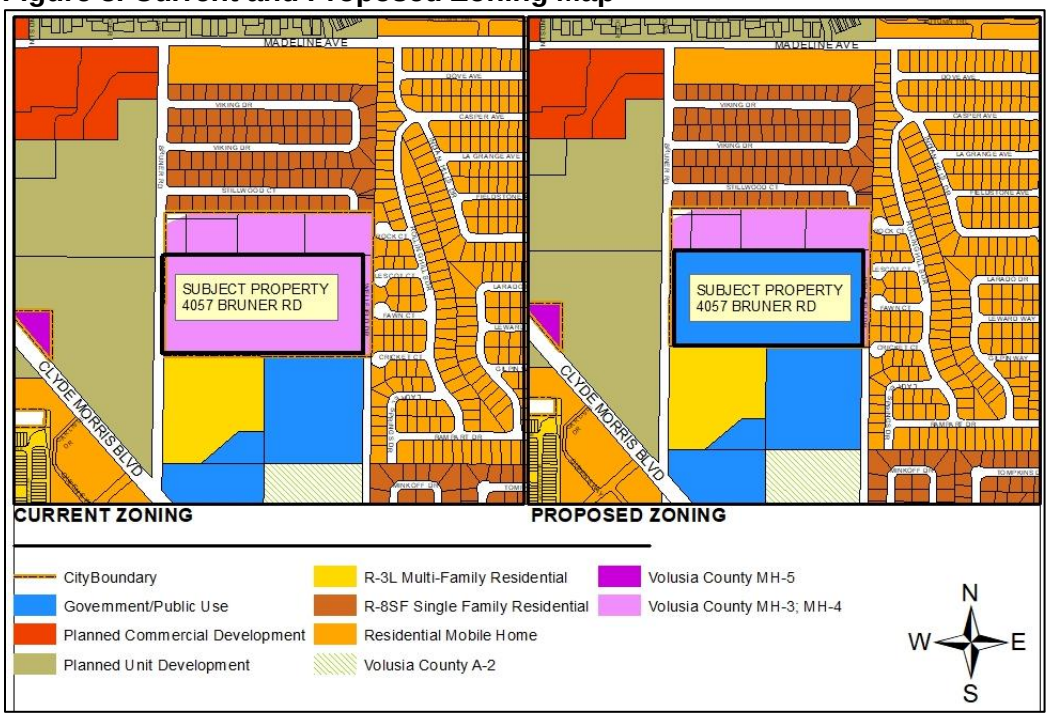


Figure 3. Current and Proposed Zoning Map



The following tables identify the current adopted and proposed FLU designations by acreage (Table 2) and the change to density/intensity on the subject property (Table 3).

Table 2. Current & Proposed Future Land Uses – Acreage by Category

FLU Designation	Current FLU (acres)	Proposed FLU (acres)	Net Change in FLU (acres)
Volusia County Urban Low Intensity (0.2-4 units/acre)	18.7	0	-18.7
City of Port Orange *Public/Institutional*	0	18.7	+18.7
Total Acreage	18.7	18.7	0

Table 3. Current & Proposed Future Land Uses – Density by Category

FLU Designation	Current FLU (theoretical max units/sq.ft.)	Proposed FLU (theoretical max units/sq/ft/)	Net Change in FLU (theoretical max units/sq.ft.)
Volusia County Urban Low Intensity (0.2-4 units/acre)	75 units	0	-75
City of Port Orange Public/Institutional (*FAR 0.2)	0	162,914 sq.ft.	+162,914 sq.ft.
Net Change	-75 units	+162,914 sq.ft.	-75 units +162,914 sq.ft.

*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 currently adopted Future Land Use (FLU) designation versus the proposed FLU designation. 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** (VC Urban Low Intensity 0.2-4 units/acre)	**Proposed Land Use** (PO Public /Institutional)	**Net Change**
Residential Units	75	0	-75
Square footage	0	162,914 sq.ft.	+162,914 sq.ft.
Population[1]	169	0	-169
P.M. Peak Hour Trips/ Daily Trips[2]	77/714	189/2,154	+112/+1,440
Sanitary Sewer (gallons/day)[3]	12,000	16,291	+4,291
Potable Water (gallons/day)[4]	13,500	16,291	+2,791
Solid Waste (lbs./day)[5]	543	1,629	+1,086
Stormwater Drainage[6]	n/a	n/a	n/a
Recreation/Open Space[7] (acres)	1.2	0	-1.2

Notes:
1. Population: 2.25 persons per household (per 2010 Census)
2. Transportation: Single-family (210) = 1.02 PM peak hour trips/unit and 9.52 daily trips/unit; Hospital (610) = 1.16 PM peak hour trips/1000 sq.ft. and 13.22 daily trips/1000 sq.ft; 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 will be designed to meet the requirements of the Land Development Code
7. Rec. & Open Space: 7 acres/1,000 persons (0.007 acres/person)

The proposed FLU designation would decrease the theoretical maximum number of residential units allowed on the subject property and increase the theoretical maximum of non-residential square-footage. Overall, the proposed amendment results in a net increase in impacts to public infrastructure based on the theoretical maximum analysis required by Florida Statues. All public infrastructure has available capacity for the proposed amendment. However, the actual use of the site as a City DMS will be significantly less intense than the theoretical maximum impacts indicated in the *Impact Analysis*. For example, according to Florida Statues, the theoretical maximum for daily and P.M. Peak trips for the *Public/Institutional* FLU designation must use the highest traffic generating use allowed by the *Public/Institutional* FLU designation in the Impact Analysis even though the City's intent for the site is to remain as vacant open space until it is needed as a DMS.

TRANSPORTATION

According to the ITE Trip Generation Manual, the anticipated maximum trip generation potential for the current FLU designation is 77 PM peak-hour trips and 714 daily trips. The anticipated maximum trip generation potential for the proposed FLU designation is 189 PM peak-hour trips and 2,154 daily trips based on the theoretical maximum development analysis. However, based on the proposed use of the subject site as DMS facility, the trips that would be produced on a daily basis will be de minimums. The only anticipated traffic accessing the site would be when the site is being used as a DMS and periodic city vehicles accessing the site for maintenance and training. No deficiencies have been identified on the existing and future roadway network in this area in the short term or the long-term.

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 16,291 gallons per day (gpd) of wastewater. This is a net increase of 4,291 gpd 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 land use would theoretically demand 16,291 gpd of potable water. This is a net increase of 2,791 gpd in demand 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. The City's collection standard is 1,350 residential units per curbside collection crew, per day, and a weight standard of 3.21 pounds per person per day. The proposed land use would generate 1,629 pounds of garbage per day. This is a net increase of 1,086 pounds/day between the current and proposed FLU. 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.

STORMWATER DRAINAGE

There is no anticipated impact to the City's drainage system from the proposed land use. 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 redevelopment 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.

ENVIRONMENTAL CONDITIONS

An environmental analysis was prepared by Young Bear Environmental (YBE) (May 2020). According to YBE, the subject site is disturbed land that is located within a highly developed urban area. The property was declared a Brownfield Site by Volusia County in June 2016.

In addition to the lake onsite, a small wetland occurs in the southeast corner. YBE states it is anticipated that protected species utilization is highly limited. The gopher tortoise, a state listed threatened species, was observed on the subject site. Several gopher tortoise burrows were found throughout the site. No other protected species, aside from gopher tortoises, were observed and none are anticipated. The gopher tortoise will require proper permitting with Florida Wildlife Conservation Commission (FWC) prior to site preparation activities. 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 category is compatible with adjacent parcels and adequate capacity

exists for potable water, sewer, schools, traffic, and solid waste to accommodate the proposed amendment. The Comprehensive Plan states that this land use category may be located wherever needed to serve the City's population, businesses, and infrastructure in the most efficient manner. The subject property is located adjacent to existing City owned property/facilities and located in an area that can efficiently serve the City. 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 subject property will also comply with design requirements in the Land Development Code to ensure compatibility between adjacent land uses. The subject property has historically been used as a debri disposal site. The City intends to clean-up the site keep it as vacant open space until it is needed as a DMS.

3. *An amendment shall not result in negative economic, social, or other impacts to the City of Port Orange.*

   Staff finding: All public facilities have adequate capacity to accommodate the proposed amendment and therefore there are no negative 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.

5. *Whether the amendment discourages the proliferation of urban sprawl.*

   Staff finding: The proposed amendment will not encourage sprawl. Pursuant to section 171.043(1) Florida Statues, the subject property was determined to be, reasonably compact and to not contribute to urban sprawl during the annexation review. The proposed amendment is for an infill property that has access to existing infrastructure and services.

PUBLIC NOTICE

On June 12, 2020, staff posted the property notifying the public of the proposed FLU amendment and rezoning. At the time this agenda item was prepared, there has been one (1) inquiry received that was a general inquiry asking what was proposed.

STAFF RECOMMENDATION

Staff recommends approval of the request to change the Future Land Use designation of approximately 18.7 acres of land from Volusia County *Urban Low Intensity* (0.2-4 units/acre) to City of Port Orange *Public/Institutional*, and transmittal to the required review agencies for review.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/21/2020

Consent item: No

SUBJECT: (H25) First Reading - Ordinance No. 2020-23 - Administrative Rezoning/4057 Bruner Road and 4505 Clyde Morris Boulevard (Case No. 20-60000004)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-23, rezoning approximately ±18.7 acres from Volusia County Rural Mobile Home (MH-3 and MH-4) to City of Port Orange Government Public Use (GPU) and ±8.1 acres from City of Port Orange Multi-Family Residential (R-3L) to City of Port Orange Government Public Use (GPU).

SUMMARY: Planning Commission Action (06/25/20): Recommended Approval

The proposed administrative rezoning is to rezone approximately 18.7 acres from Volusia County Rural Mobile Home (MH-3 and MH-4) to City of Port Orange Government Public Use (GPU) and approximately 8.1 acres from City of Port Orange Multi-Family Residential (R-3L) to City of Port Orange Government Public Use (GPU). The subject properties are located on the east side of Bruner Road, to the north and west of the City's water treatment plant and Police Station. If approved, the City plans to use 4057 Bruner Road as a Debris Management Site (DMS) and 4505 Clyde Morris Boulevard as the future Public Utilities Field Operations facility.

4057 Bruner Road: Over the last few years, the City has used available City property or contracted with private landowners to handle debris management. The permanent establishment of a Debris Management Site (DMS) provides the City with certainty as to the DMS location as we prepare for hurricane season each year. The City acquired the subject property in March 2020 to use as a DMS for the temporary disposal of vegetative debris generated by a natural disaster. The City's intent for the property is to remain vacant open space until it is needed as a DMS. The subject site would enable debris haulers to more efficiently and effectively remove debris from streets and residents' homes and have it delivered to the proposed DMS. Once all storm debris is collected, it will be reduced by chipping and then hauled to the local landfill for ultimate disposal.

4505 Clyde Morris Boulevard: The City acquired the subject property in 2005 as part of a multi-parcel sale to construct the current Police Station. The property has been zoned residential since 1981, and in 2007 a portion of the property was rezoned to GPU concurrently with construction of the Police Station. With the subject property being used as a single-family residence in 2007, the subject property was not rezoned to GPU

with the Police Station parcels. In May 2020, the single-family residence was removed, and the property can now be rezoned to GPU for consistency with the adjacent City-owned properties. The City is evaluating the relocation of the Public Utilities Field Operations facility from its current location on Oak Street to a new facility on the subject property. If approved, the City anticipates construction of the new facility to occur within the next three years.

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 (i.e. preserve existing berms for screen adjacent residential properties), 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.	Ordinance No. 2020-23 with exhibits	Ord 2020-23 -.pdf
2.	CC Admin Rezoning Bruner Staff Report	CC Admin Rezoning Bruner Staff Report.pdf

Penelope Cruz	Created/Initiated - 6/26/2020
Tim Burman	Approved - 6/29/2020
Lynn Stevens	Approved - 7/1/2020
Shannon Balmer	Approved - 7/7/2020
Jake Johansson	Approved - 7/8/2020
Robin Fenwick	Final Approval - 7/9/2020

ORDINANCE NO. 2020-23

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY ±18.7 ACRES FROM VOLUSIA COUNTY RURAL MOBILE HOME (MH-3 AND MH-4) AND ±8.1 ACRES FROM CITY OF PORT ORANGE MULTI-FAMILY RESIDENTIAL (R-3L) 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 Volusia County Rural Mobile Home (MH-3 and MH-4) to City of Port Orange Government Public Use (GPU) consists of approximately ±18.7 acres and is located at 4057 Brunner Road; and

WHEREAS, a portion of the property to be rezoned from City of Port Orange Multi-Family Residential (R-3L) to City of Port Orange Government Public Use (GPU) consists of approximately ±8.1 acres and is located at 4505 Clyde Morris Boulevard; 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 ±18.7 acres located at 4057 Bruner Road from Volusia County Rural Mobile Home (MH-3 and MH-4) to City of Port Orange Government Public Use (GPU), 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 ±8.1 acres located at 4505 Clyde Morris Boulevard from City of Port Orange Multi-Family Residential (R-3L) to City of Port Orange Government Public Use (GPU), more particularly described as Area 2 in **Exhibit "A"**, attached hereto.

Section 3. 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 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 _____, 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. 20-60000004
[CA#7107]

Exhibit A

Area 1: 4057 Bruner Rd. (6306-00-00-0061)

The North 20 acres, plus or minus, of the Southeast 1/4 of the Southeast 1/4 of Section 6, Township 16 South, Range 33 East, Volusia County, Florida, except the Westerly 30 feet thereof, and the Easterly 50 feet thereof. The North property line of the aforedescribed property shall be the at line established by Judicial Decree in that certain case styled Rowley V. Burner, Chancery Number 14,328, 7th Judicial Circuit, in and for Volusia County, Florida. ALSO DESCRIBED AS:

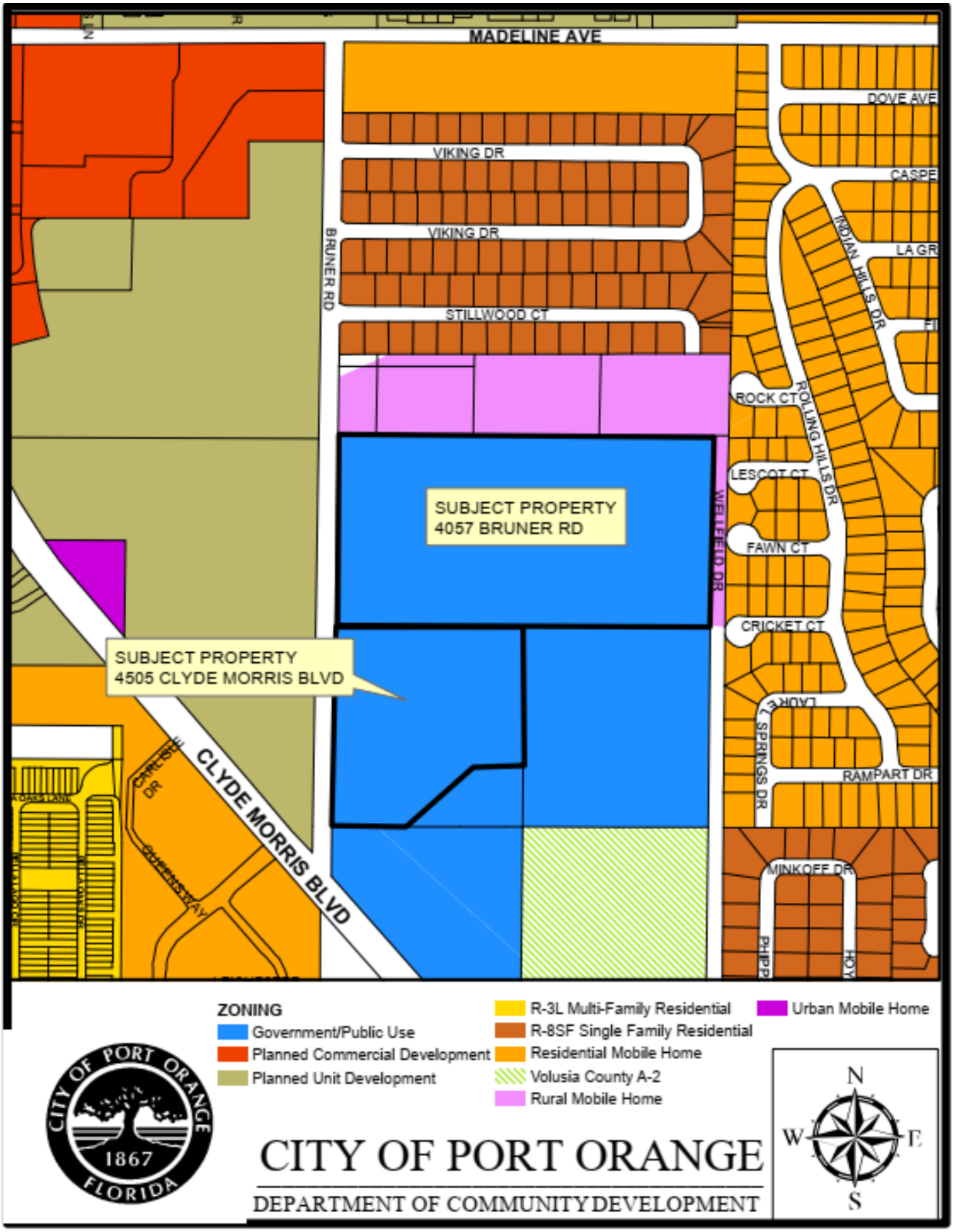
The Northerly 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 6, Township 16 South, Range 33 East, Volusia County, Florida, excepting therefrom the Easterly 50 feet for road purposes, but including a triangle on the Northerly line being 9.5 feet on the West line and 1324.65 feet on the South line.

Area 2: 4505 Clyde Morris Blvd. (6306-00-00-0062)

A portion of Section 6, Township 16, South, Range 33 East, City of Port Orange, Volusia County, Florida, being more particularly described as follows:

Commence at the Southeast corner of said Section 6, thence run S89°19’34”W along the South line of the Southeast ¼ of said Section 6, a distance of 1064.39 feet to the Point of Beginning; thence continue S89°19’34”W along said South line, 234.37 feet to the Easterly right of way line on Bruner Road, a 60 foot right of way per Official Records Book 2764, Page 1153 of the Public Records of Volusia County, Florida; thence N01°01’40”E along said Easterly right of way line, 658.91 feet to the North line of the South ½ of the Southeast ¼ of the Southeast ¼ of said Section 6; thence N89°29’41”E along said North line 613.62 feet; thence S00°58’02”W, 464.00 feet; thence S89°29’41”W, 150.00 feet; thence S49°55’40”W, 304.78 feet to the Point of Beginning. Containing 8.095 acres, more or less.

EXHIBIT B


MADELINE AVE
DOVE AVE
VIKING DR
VIKING DR
CASPE
LA GR
BRUNER RD
STILLWOOD CT
ROCK CT
ROLLING HILLS DR
LESCOT CT
SUBJECT PROPERTY
4057 BRUNER RD
FAWN CT
CRICKET CT
SUBJECT PROPERTY
4505 CLYDE MORRIS BLVD
CLYDE MORRIS BLVD
RAMPART DR
MINKOFF DR
ZONING
Government/Public Use
Planned Commercial Development
Planned Unit Development
R-3L Multi-Family Residential
R-8SF Single Family Residential
Residential Mobile Home
Volusia County A-2
Rural Mobile Home
Urban Mobile Home
CITY OF PORT ORANGE
1867
FLORIDA
CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT
N
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STAFF REPORT
ADMINISTRATIVE REZONING
CASE NO. 20-60000004

REQUEST:	Rezone ±18.7 acres from Volusia County Rural Mobile Home (MH-3 and MH-4) to City of Port Orange Government Public Use (GPU) and ±8.1 acres from City of Port Orange Multi-Family Residential (R-3L) to City of Port Orange Government Public Use (GPU)
LOCATION:	4057 Bruner Road and 4505 Clyde Morris Boulevard
OWNER/APPLICANT:	City of Port Orange
STAFF CONTACT:	Gwen Perney, Senior Planner (386) 506-5673
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval (June 25, 2020)
CITY COUNCIL:	July 21, 2020

Property Overview

The proposed administrative rezoning is to rezone approximately 18.7 acres from Volusia County Rural Mobile Home (MH-3 and MH-4) to City of Port Orange Government Public Use (GPU) and approximately 8.1 acres from City of Port Orange Multi-Family Residential (R-3L) to City of Port Orange Government Public Use (GPU). The subject properties are located on the east side of Bruner Road, to the north and west of the City's water treatment plant and Police Station. If approved, the City plans to use 4057 Bruner Road as a Debris Management Site (DMS) and is evaluating relocating the Public Utilities Field Operations facility from the current location on Oak Street to 4505 Clyde Morris Boulevard.

Figure 1. Location Map

Discussion
The following outlines the request to rezone these properties. 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.

4057 Bruner Road
Over the last few years, the City has used available City property, or contracted with private landowners, to handle debris management. The permanent establishment of a Debris Management Site (DMS) provides the City with certainty as to the DMS location as we prepare for hurricane season each year. The City acquired the subject property in March 2020 to use as a DMS for the temporary disposal of vegetative debris generated by a natural disaster. The City's intent for the property is to remain vacant open space until it is needed as a DMS. The subject site would enable debris haulers to more efficiently and effectively remove debris from streets and residents' homes and have it delivered to the proposed DMS. Once all storm debris is collected, it will be reduced by chipping and then hauled to the local landfill for ultimate disposal.

An application to change the Future Land Use (FLU) designation to City of Port Orange *Public/Institutional* is running concurrent with this application. The proposed Government Public Use (GPU) zoning designation is consistent with the *Public/Institutional* FLU designation as it is property that will provide a public use of a post-storm debris management site for city-wide public use (Figures 2 and 3).

4505 Clyde Morris Boulevard
The City acquired the subject property in 2005 as part of a multi-parcel sale to construct the current Police Station. The property has been zoned residential since 1981, and in 2007, a portion of the property was rezoned to GPU concurrently with construction of the Police Station. With the subject property being used as a single-family residence in 2007, the subject property was not rezoned to GPU with the Police Station parcels. In May 2020, the single-family residence was removed, and the property can now be rezoned to GPU for consistency with the adjacent City-owned properties. The City is evaluating the relocation of the Public Utilities Field Operations facility from its current location on Oak Street to a new facility on the subject property. The City anticipates construction of the new facility to occur within the next three years.

The proposed zoning is consistent with the current FLU *Urban Median Density Residential* (4-8 units/acre). According to Future Land Use Element Policy 2.1.4 in the City's Comprehensive Plan, it recognizes that public/institutional uses are acceptable in a wide range of the City's Future Land Use designations, and isolated properties, such as the subject property, may be designated under any Future Land Use land use category where appropriate. Based on compatibility with adjacent zoning districts, access to an arterial roadway, availability of infrastructure, and ability to sufficiently buffer to adjacent uses, it has been determined that the proposed uses (City administrative or facility uses) and requested zoning are appropriate at this location and consistent with the current FLU designation.

Figure 2. Current and Proposed Future Land Use Map

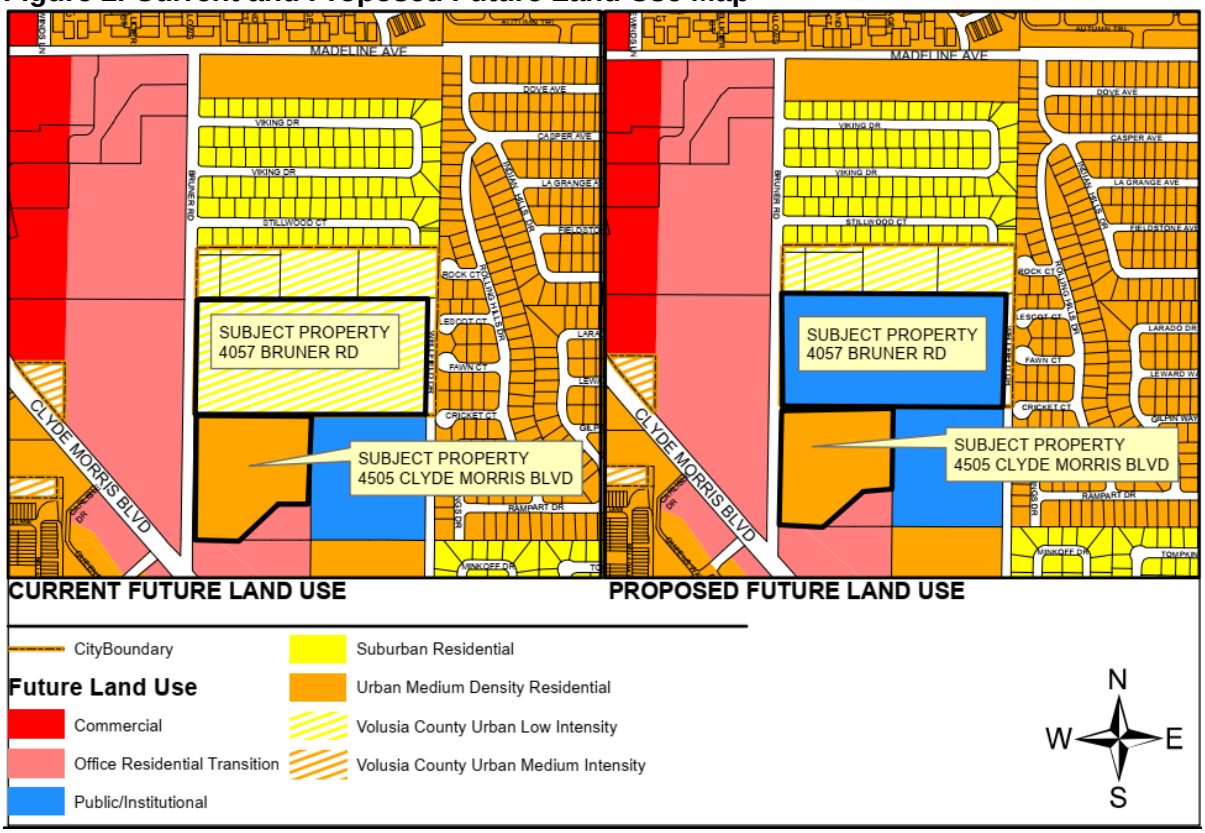
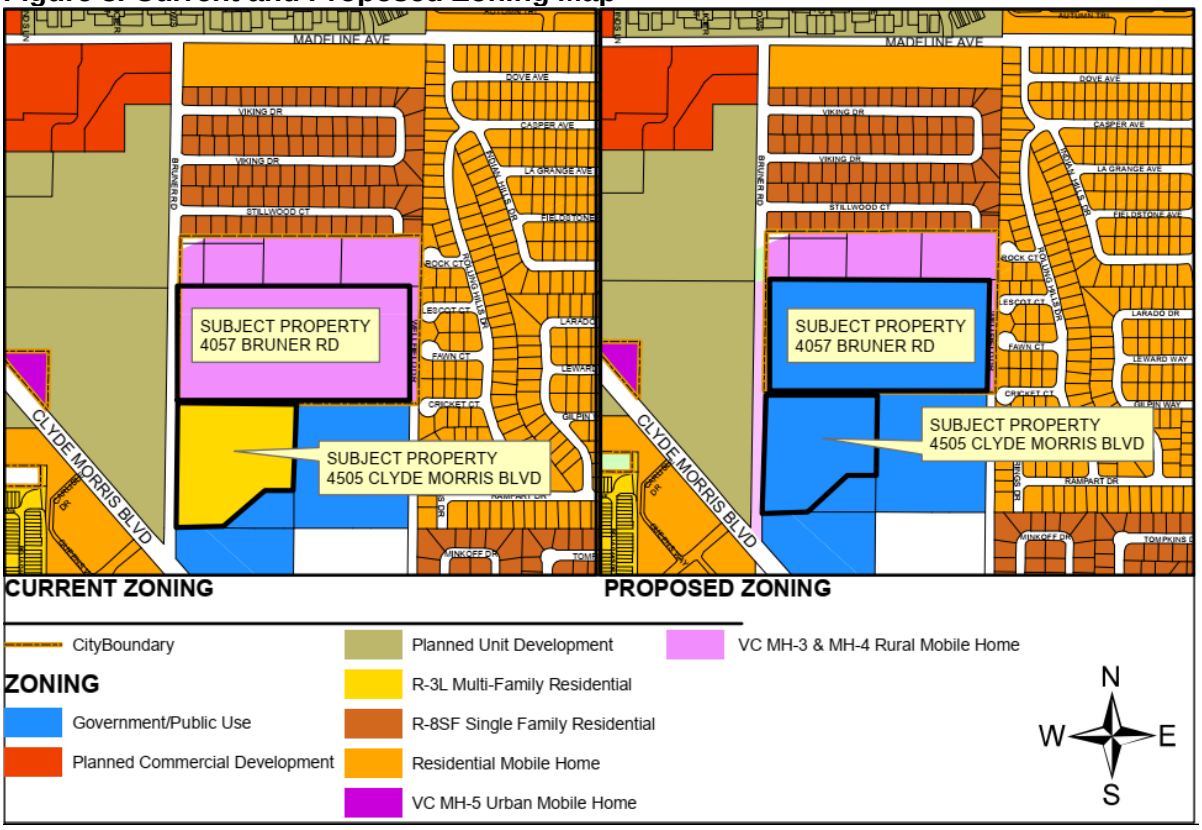


Figure 3. Current and Proposed Zoning Map



Consistency with Comprehensive Plan and Surrounding Uses and Zoning
The proposed rezoning is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan and are compatible with adjacent properties (Table 1). 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.

If the City has future plans to develop either property, 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
4057 Bruner Road

Direction	Existing Land Use	FLU Designation	Zoning District
North	Residential Mobile Home and Single Family Residential	*Volusia County Urban Low Intensity*	Volusia County (MH-4)
South	Vacant and City Wellfield	*Urban Medium Density Residential (4-8 units/acre)* and *Public/Institutional*	Multi-Family Residential (R-3L) and Government Public Use (GPU)
East	Residential Mobile Home	*Urban Medium Density Residential (4-8 units/acre)*	Residential Mobile Home (RMH)
West	Vacant	*Office/Residential Transition* and *Commercial*	Planned Unit Development (PUD)

4505 Clyde Morris Boulevard

Direction	Existing Land Use	FLU Designation	Zoning District
North	Vacant	*Volusia County Urban Low Intensity*	Volusia County (M-4)
South	Police Station	*Office/Residential Transition*	Government Public Use (GPU)
East	Water Plant	*Public/Institutional*	Government Public Use (GPU)
West	Vacant	*Office/Residential Transition* and *Commercial*	Planned Unit Development (PUD)

Public Notice
On June 12, 2020, staff posted the property notifying the public of the proposed rezoning. At the time this agenda item was prepared, there has been one (1) inquiry received that was a general inquiry asking what was proposed.

Staff Recommendation
Staff recommends **approval** of the administrative rezoning of (1) ±18.7 acres from Volusia County Rural Mobile Home (MH-3 and MH-4) to City of Port Orange Government Public Use (GPU) and (2) ±8.1 acres from City of Port Orange Multi-Family Residential (R-3L) to City of Port Orange Government Public Use (GPU).

Attachments
Exhibit 1 – List of Permitted Uses for the GPU zoning districts

Exhibit 1

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 7/21/2020

Consent item: No

SUBJECT: (H26) First Reading - Ordinance No. 2020-24 - Land Development Code Amendment/Chapter 20 - Ridgewood Corridor Targeted Businesses (Case No. 20-25000003)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance 2020-24, amending Chapter 20 of the Land Development Code regarding Ridgewood Corridor Targeted Business.

SUMMARY: Planning Commission Action (6/25/20): Recommended Approval

The proposed amendment to the Land Development Code is to improve upon current adopted strategies to encourage redevelopment of targeted businesses within the Ridgewood Corridor (Figure 1 on page 2). If approved, the proposed amendment would continue implementation of the Ridgewood Corridor Plan (RCP) Long Term Strategy #1 regarding incentives to encourage redevelopment and improve the corridor by making it more attractive, improving its economic position, and minimizing activities that discourage investment. The proposed amendment consists of 1) extending the timeframe of the site improvement waiver program for targeted business to January 31, 2023 and; 2) expanding the list of targeted businesses.

1. Extend Site Improvement Waiver Program End Date: December 2017, City Council approved a 3-year pilot program for that waived the requirement for site improvements that are not required to meet accessibility, Building and Fire Code requirements if there is no increase in the area of the principal building. The intent of the Program that is to encourage redevelopment of the Ridgewood Corridor by allowing smaller “mom-and-pop” and local businesses to get started without a substantial amount of upfront costs. According to the targeted business owners that have redeveloped along the corridor, they would not have been able to have a business located in Port Orange if it was not for the Ridgewood Targeted Business Program because their business was able to get started without a substantial amount of upfront costs. Since the start of the pilot program in December 2017, there have been forty (40) new businesses added to the Ridgewood Corridor of which seventeen (17) were targeted businesses (Exhibit 2). Staff is requesting the timeframe extension to allow additional time for staff to evaluate the positive and negative associated with the program along the Ridgewood Corridor as it relates to further redevelopment, impacts to adjacent properties, and reinvestment into businesses established during the program.

2. Expand List of Ridgewood Targeted Businesses: Over the last 2 ½ years there

have been a number of businesses that inquired about the Target Business Site Improvement Waiver Program but were not specifically listed as a targeted business. Recently, staff was able to work with businesses not currently on the Targeted Business list to find a location along the Ridgewood Corridor that met their needs and did not need upgrades. After working with these job-creating businesses, staff wanted to re-evaluate the targeted business list to include additional businesses to increase the opportunity for quality job-creating businesses or service providing businesses to be add.

Currently, the following businesses are Ridgewood Corridor Targeted Businesses: restaurants; professional offices; developments that assemble land to create a connection from Ridgewood to the riverfront; water-based businesses (e.g. watersports sales and rentals, such as kayaks, jet skis, paddle boards, etc., water taxis, boat tours, fish markets, bait and tackle shops); eco-tourism (e.g. guided tours); grocery store; craft food and beverage producer; microbrewery; and any other enterprise/project with an anticipated socio-economic benefit and supported by the city council. Staff is proposing the following businesses to be considered as a Ridgewood Corridor Targeted Business: adult/vocational education; appliance/electronic repair shops; business service; convenience stores without fuel operations; financial services; fleet-based services; health/exercise club; laboratory, research and development ; manufacturing (craftsman shop and limited); personal services; retail home building materials.

The staff report is attached for more details.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ordinance No. 2020-24	Ord 2020-24.pdf
2.	CC Staff Report - LDC Amend Ch 20 - Ridgewood Targeted Business Program	CC Staff Report - LDC Amend Ch 20 - Ridgewood Targeted Business Program.pdf

Penelope Cruz	Created/Initiated - 6/26/2020
Tim Burman	Approved - 7/2/2020
Shannon Balmer	Approved - 7/6/2020
Jake Johansson	Approved - 7/8/2020
Robin Fenwick	Final Approval - 7/9/2020

ORDINANCE NO. 2020-24

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTER 20 RELATING TO RIDGEWOOD CORRIDOR TARGETED BUSINESSES; 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 20, Section 2 of the Land Development Code, to read as follows:

Chapter 20 - ECONOMIC DEVELOPMENT INCENTIVES

Sec. 2: - Overview of available city incentives.

[No changes to subsections (a) – (e)]

(f) *Waiver of required site improvements for Ridgewood Corridor Targeted Business*. As a pilot program, developers of all Ridgewood Corridor targeted businesses, as identified

in subsection (k)(2), with direct frontage on Ridgewood Avenue (regardless of zoning) may request a waiver of required site improvements other than those improvements related to screening of outdoor storage and equipment, accessibility, Building Code, and Fire Code so long as there is no increase in the area of the principal structure. Waivers shall be reviewed and approved by staff, and all approved waivers shall be documented and reported to city council. This pilot program shall terminate and expire on January 31, ~~2021~~2023, unless terminated earlier or extended by city council action.

[No changes to sections (g) – (j)]

(k) *Targeted businesses program*.

[No changes to subsection (1)]

(2) *Targeted businesses—Ridgewood Corridor*. The following businesses shall be targeted businesses along the Ridgewood Corridor and may be extended assistance by the city: restaurants; professional offices; Adult/vocational education; Appliance/electronic repair shops; Business service; Convenience stores without fuel operations; Financial services; Fleet-based services; Health/exercise club; Laboratory, research and development; Personal services; developments that assemble land to create a connection from Ridgewood to the riverfront; water-based businesses (e.g. watersports sales and rentals, such as kayaks, jet skis, paddle boards, etc., water taxis, boat tours, fish markets, bait and tackle shops); eco-tourism (e.g. guided tours); grocery store; craft food and beverage producer; microbrewery; manufacturing (craftsman shop and limited); Retail home building materials; and any other enterprise/project with an anticipated socio-economic benefit and supported by the city council.

[No changes to subsections (a) through (g)]

SECTION 2: All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3: The provisions of this Ordinance shall become and be made a part of the Land Development Code of the City of Port Orange and the Sections of this Ordinance may be renumbered or re-lettered to accomplish such intention. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 4: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or

applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 5: This Ordinance shall take effect immediately upon adoption.

_____
MAYOR DONALD O. BURNETTE

ATTEST:

_____
Robin L. Fenwick, 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
CASE NO. 20-25000003
LDC Amendment/Chapter 20 - Ridgewood Corridor Improvements

REQUEST:	Amendments to Chapter 20 of the Land Development Code (LDC), regarding the Ridgewood Targeted Business Program.
APPLICANT:	City of Port Orange
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
PLANNING COMMISSION:	Recommended Approval (June 25, 2020)
CITY COUNCIL:	July 21, 2020

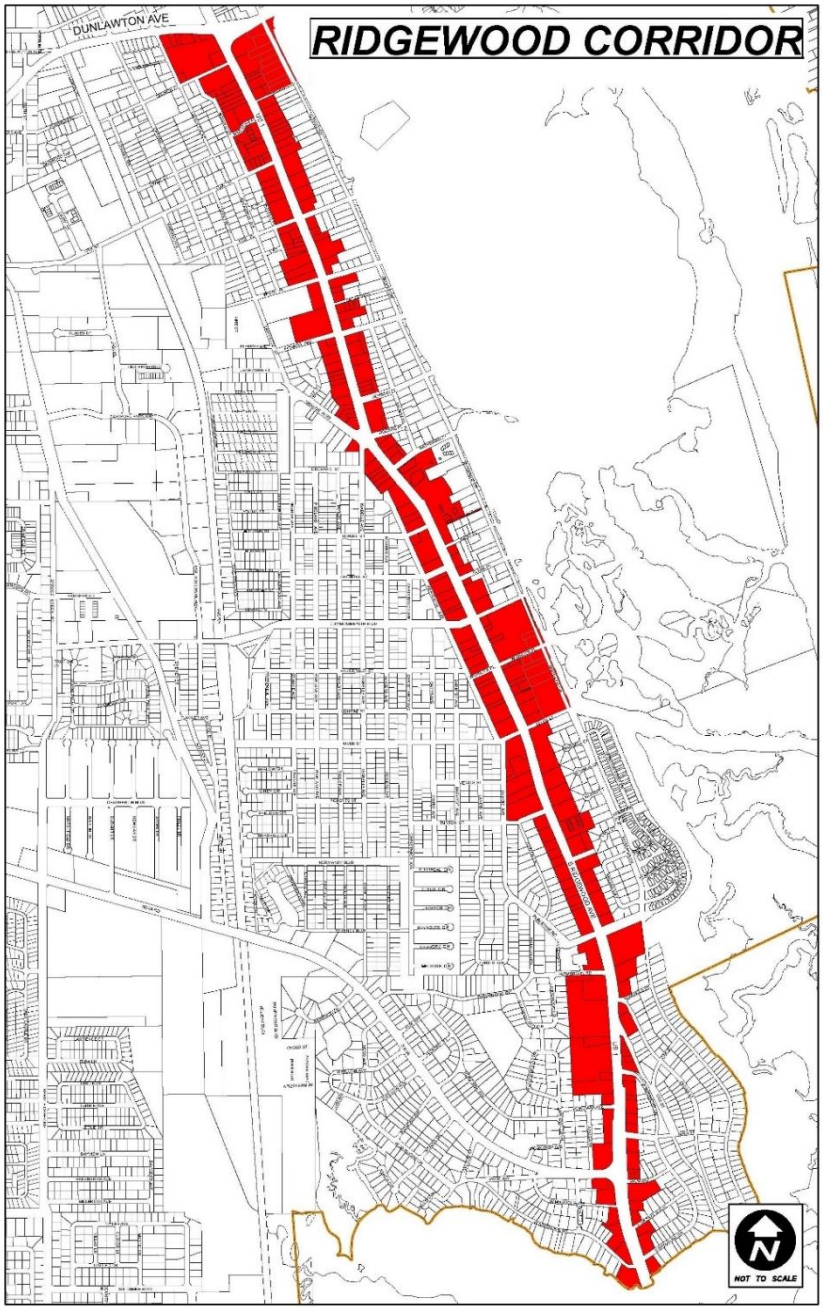
Introduction
The proposed amendment to the Land Development Code is to improve upon current adopted strategies to encourage redevelopment of targeted businesses within the Ridgewood Corridor (Figure 1 on page 2). If approved, the proposed amendment would continue implementation of the Ridgewood Corridor Plan (RCP) Long Term Strategy #1 regarding incentives to encourage redevelopment and improve the corridor by making it more attractive, improving its economic position, and minimizing activities that discourage investment.

Summary of Proposed Amendments to LDC - Chapter 20

1. *Extend Timeframe for the Target Business Site Improvement Waiver Program*:
   In December 2017, City Council approved a three-year pilot program for Ridgewood Corridor targeted businesses that waived the requirement for a site development plan and site improvements that are not required to meet accessibility, Building and Fire Code requirements if there is no increase in the area of the principal building. This temporary waiver of required site improvements will currently terminate on January 31, 2021, unless terminated earlier or extended by City Council action. The proposed amendment is to extend the timeframe for the Target Business Site Improvement Waiver Program until January 31, 2023.

   The intent of the Target Business Site Improvement Waiver Program is to encourage redevelopment of the Ridgewood Corridor by allowing smaller “mom-and-pop” and local businesses to get started without a substantial amount of upfront costs. Some communities have successfully encouraged redevelopment by allowing some site upgrades to be deferred until the areas have transformed and there is enough private market interest to drive the higher level of improvements. There is a risk that the improvements may never get done, but the standard regulatory environment has not been successful at encouraging reinvestment in this area.

Figure 1. Ridgewood Corridor Map



According to the targeted business owners that have redeveloped along the corridor, they would not have been able to have a business located in Port Orange if it was not for the Ridgewood Targeted Business Program because their business was able to get started without a substantial amount of upfront costs. Staff believes extending the timeframe for the Target Business Site Improvement Waiver Program will provide staff with additional time to further promote the program to continue the redevelopment and reinvestment in the City's oldest commercial corridor. The number of new targeted businesses each year since the targeted business program started has been consistent (5 targeted businesses per year). There is a risk that the improvements may never get done, but the current regulatory environment for these businesses has not been successful at encouraging reinvestment in this area.

Since the start of the pilot program in December 2017, there have been forty (40) new businesses added to the Ridgewood Corridor of which seventeen (17) were targeted businesses (**Exhibit 2**). Staff is also requesting the timeframe extension to allow additional time for staff to evaluate the positive and negative associated with the program along the Ridgewood Corridor as it relates to further redevelopment, impacts to adjacent properties, and reinvestment into businesses established during the program.

Figure 2. Examples of Targeted Businesses Added Since December 2017

Chicken Coop Restaurant - 5901 Ridgewood Ave.

Water's Edge Dental – 4410 Ridgewood Ave.

E & J Bait & Tackle – 5253 Ridgewood Ave.

2. *Expand the list of The Ridgewood Corridor Targeted Businesses*:
Over the last 2 ½ years there have been a number of businesses that inquired about the Target Business Site Improvement Waiver Program but were not specifically listed as a targeted business. Currently, the following businesses are Ridgewood Corridor Targeted Businesses: restaurants; professional offices; developments that assemble land to create a connection from Ridgewood to the riverfront; water-based businesses (e.g. watersports sales and rentals, such as kayaks, jet skis, paddle boards, etc., water taxis, boat tours, fish markets, bait and tackle shops); eco-tourism (e.g. guided tours);

grocery store; craft food and beverage producer; microbrewery; and any other enterprise/project with an anticipated socio-economic benefit and supported by the city council. Staff is proposing the following businesses to be considered as a Ridgewood Corridor Targeted Business:

- Adult/vocational education
- Appliance/electronic repair shops
- Business service
- Convenience stores without fuel operations
- Financial services
- Fleet-based services
- Health/exercise club
- Laboratory, research and development
- Manufacturing (craftsman shop and limited)
- Personal services
- Retail home building materials

See Exhibit 3 for the definition of each use/businesses from the Land Development Code. Staff believes that expanding the list of targeted businesses will further encourage redevelopment and reinvestment in the corridor and allow for more job-creating businesses to get established along the Ridgewood Avenue Corridor without a substantial amount of upfront costs. In addition, the proposed uses for consideration as targeted businesses typically do not create nuisances to adjacent properties and can add businesses that provide desired services and create jobs. However, the subject amendment includes a requirement for screening of outdoor storage or equipment if it is determined by administrative official that this improvement is needed to not create a nuisance to adjacent properties.

Recently, staff was able to work with businesses not currently on the Targeted Business list to find a location along the Ridgewood Corridor that met their needs and did not need upgrades (e.g. Natural Nirvana – Manufacturing: craftsman shop), or to utilize the phased improvement process provided in the LDC (e.g. Dave's Pest Control – fleet base) to make necessary site improvements. After working with these job-creating businesses, staff wanted to re-evaluate the targeted business list to include additional businesses to increase the opportunity for quality job-creating businesses or service providing businesses to be add.

Recommendation

Approval of the amendments to Chapter 20 of the Land Development Code, subject to review by the City Attorney as to legal form and content.

Attachments

Exhibit 1 - Proposed LDC Amendments to Chapter 20
Exhibit 2 - Targeted Businesses added since 2017
Exhibit 3 – Definitions of proposed additional targeted businesses

Exhibit 1

Land Development Code

Chapter 20 - ECONOMIC DEVELOPMENT INCENTIVES

Sec. 2: - Overview of available city incentives.

[No changes to sections (a) – (e)]

(f) *Waiver of required site improvements for Ridgewood Corridor Targeted Business*. As a pilot program, developers of all Ridgewood Corridor targeted businesses, as identified in subsection (k)(2), with direct frontage on Ridgewood Avenue (regardless of zoning) may request a waiver of required site improvements other than those improvements related to screening of outdoor storage and equipment, accessibility, Building Code, and Fire Code so long as there is no increase in the area of the principal structure. Waivers shall be reviewed and approved by staff, and all approved waivers shall be documented and reported to city council. This pilot program shall terminate and expire on January 31, ~~2021~~2023, unless terminated earlier or extended by city council action.

[No changes to sections (g) – (j)]

(k) *Targeted businesses program*.

[No changes to section (1)]

(2) *Targeted businesses—Ridgewood Corridor*. The following businesses shall be targeted businesses along the Ridgewood Corridor and may be extended assistance by the city: restaurants; professional offices; Adult/vocational education; Appliance/electronic repair shops; Business service; Convenience stores without fuel operations; Financial services; Fleet-based services; Health/exercise club; Laboratory, research and development; Personal services; developments that assemble land to create a connection from Ridgewood to the riverfront; water-based businesses (e.g. watersports sales and rentals, such as kayaks, jet skis, paddle boards, etc., water taxis, boat tours, fish markets, bait and tackle shops); eco-tourism (e.g. guided tours); grocery store; craft food and beverage producer; microbrewery; manufacturing (craftsman shop and limited); Retail home building materials; and any other enterprise/project with an anticipated socio-economic benefit and supported by the city council.

Exhibit 2

Targeted Businesses Added to Ridgewood Avenue Corridor Since December 2017

	Business Name	Address	BT / CO Issued	Active
1	Waters Edge Dental	4410 Ridgewood	5/8/2019	Y
2	Kid City USA	4530 Ridgewood	3/12/2018	Y
3	A Classic Touch Painting	5811 Ridgewood	12/28/2018	Y
4	E & J Bait & Tackle	5253 Ridgewood	11/16/2018	Y
5	Newberry Realty	4240 Ridgewood Ave #103	2/26/2019	Y
6	Ed Water's Transport	5606 Ridgewood	5/6/2019	Y
7	Rhein Stube (fka Howard's Café)	201 Commonwealth Ave #D	4/17/2019	Y
8	Ideal Services	4393 Ridgewood #2	1/29/2020	Y
9	Salty Dog Wellness	5111 RIdgewood Ave. #2020	1/11/2019	Y
10	United Engineering Consultants	4240 Ridgewood Ave #104	12/10/2019	Y
11	Chicken Coop	5901 Ridgewood	3/17/2020	Y
12	La Cantina Cocina Mexicana	4085 Ridgewood	12/7/2018	Y
13	Atlantic Creamery	4066 Ridgewood Ave	8/15/2019	Y
14	Conviva Care Center	4770 Ridgewood Ave	6/17/2019	Y
15	Progressive Medical Community	5111 Ridgewood Ave. #301	6/12/2020	Y
16	Pizza City	5882 Ridgewood Ave	10/15/2019	Y
17	Blue Palm Property Mgmt (relocated to Dunlawton)	4393 Ridgewood Ave #3	2/20/2020	N

Exhibit 3 – Definitions of Additional Targeted Businesses

Adult/vocational education - An establishment for the instruction or guidance in an occupation, profession, civic activity or art form, and may include, but not limited to, the teaching of a trade apprenticeship, acting/drama, citizenship, cooking, and music and voice.

Appliance/electronic repair shops - A retail establishment offering for sale the repair services of small appliances and electronic equipment, with such repair generally occurring on the premises.

Business service - An establishment where the performance of duties related to business operations are provided within or outside of the confines of such an establishment, and may include, but not be limited to, business machine repair, computer service and repair, microfilming, secretarial and typing service, and telephone answering service.

Convenience stores without fuel operations - An establishment which offers for sale a limited line of food and household goods and is designed for quick service to customers with small purchases. Such an establishment may not offer for sale fuel by way of self-service gasoline/diesel pumps or LP gas tanks.

Financial services - An establishment engaged in the management of money and credit, and may include, but not be limited to, accounting, bookkeeping, investment securities, money transfer, mortgage loans, pension plans, stock and bond brokerage, and tax planning. This term would not include the term bank.

Fleet-based services - An establishment whose primary purpose is to provide mobile services to residential and/or commercial customers, including, but not limited to, pest control, cable television, mobile detailing, septic tank, lawn care, and other similar types of services.

Health/exercise club - An establishment which provides for athletic and physical force training or health and recreational exercise. This term may include, but not be limited to, the terms "aerobics instruction," "dance instruction," "fitness center," "gymnasium (private)," "gymnastics school," "karate," "martial arts," "self defense instruction," and "weight room."

Laboratory, research and development - An establishment engaged in the investigation, testing and experimentation of the natural, physical or social sciences, or engaged in engineering and development as an extension of investigation with the object of creating end products. This type of facility may include, but not be limited to, asphalt and concrete testing, foundation testing, materials testing, and soils, geology, and groundwater testing.

Manufacturing: craftsman shop - A trade type of establishment where products are made based on a specific manual skill or art, and may include, but not be limited to, cabinetmaking, fireworks, painting, pottery, stained glass, upholstery and woodworking.

Manufacturing: limited - Establishments which are engaged in the making of a finished product, primarily by means of assembly of component parts. Limited manufacturing uses shall encompass those manufacturing uses defined by this code as "Craftsman Shop," but shall be distinguished from other manufacturing uses defined as "Fabrication" or "Processing" by the scale and intensity of the facility and its operations, and its impacts on surrounding properties.

Personal services - An establishment which provides for the care of a person or a person's apparel, and may include, but not be limited to, beauty/barber shop, nail salon, tanning salon, application of cosmetic permanent eye makeup, laundry, dry cleaning (retail store), garment service, and shoe repair. This term shall not include pain management clinic or tattoo establishment.

Retail home building materials - An establishment which offers for retail sale materials and equipment for home and garden construction and maintenance, and may include, but not be limited to, aluminum, cabinets, caulking material and equipment, doors, fill material, fireplace, gutters, lighting and fan products, lumber and plywood, plant materials, siding, tiles, and windows and shutters.

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/21/2020

Consent item: No

SUBJECT: (H27) Approval of the Conditional Use Request from Christ the King Church for 6015 Spruce Creek Road

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve the Conditional Use to allow Christ the King Church to hold outdoor weekly service and church related activities/meetings at 6015 Spruce Creek Road, subject to the conditions listed in the staff report.

SUMMARY:

Planning Commission Action (6/25/20): Recommended Approval

The property owner/applicant, Christ the King Church, is requesting approval of a conditional use over for a two-year period to temporarily utilize their property for outdoor church services and activities/meetings while the church finalizes design plans to construct their permanent facility on the subject property. The property is located at 6015 Spruce Creek Road, on the southeast corner of Central Park Boulevard and Spruce Creek Road. According to the applicant, they anticipate having a permanent building on-site within the next two years.

As stated in the letter of request submitted by the Christ the King Church, their proposal for the next two years is to operate their church and other activities on the subject property using temporary structures. The applicant is proposing to install or maintain the following site improvements.

- Installing a monument sign with landscaping around the sign base;
- Designate parking areas on existing cleared grassed areas to accommodate up to 125 vehicles. Parking areas are to be rotated periodically to keep grassed areas in good condition;
- Provide a driveway apron within the right-of-way and ten-foot beyond the right-of-way off Spruce Creek Road and Central Park Boulevard;
- Provide power into the site via an existing power pole on the south property line;
- Provide water to the site from an existing water service on Spruce Creek Road.
- Removing trash and liter after use;
- Install and maintain picnic tables, playground for kids, shed, stage, and exterior string lights; and
- Set-up of a tent for church service during times with inclement weather

In the Fall of 2019, the Church rezoned the property to Government/Public Use (GPU) with the intent to construct a church and fellowship hall on the subject property. The Church currently rents space at Cypress Creek Elementary School on Sundays. However, while the development plans are being prepared, the Church would like to use their property to hold outdoor services and activities/meetings and install temporary site improvements to allow the site to be used as the home for the Church. The primary use of the property under the proposed Conditional Use will be on Sunday mornings, church related activities on Saturday evening and/or after 5pm on the weekdays, and occasional special events. The applicant has been advised of the requirements in the Code of Ordinances related to noise and light restrictions.

In granting a Conditional Use, the City Council can require appropriate conditions and safeguards to ensure compliance with the requirements of LDC. Such conditions may include time limits for the duration of the conditional use, specific minimum or maximum limits to regular code requirements, or any other conditions reasonably related to the requirements and criteria of this chapter. If the City Council recommends approval of the Conditional Use to allow Christ the King Church to hold outdoor weekly service and church related activities/meetings at 6015 Spruce Creek Road, the Planning Commission and staff recommend the following conditions:

- One 32 square-foot maximum ground sign is the only signage allowed on the property;
- The Conditional Use will expire on July 21, 2022;
- Site lighting may emit no more than 0.5 foot-candles at the property line and will not spill over onto adjacent properties and rights-of-way;
- Sound or noise projecting from this shall not exceed dBA of 60 between the hours of 7:00am -10:00pm and dBA of 50 10:00pm – 7:00am. It will be the responsibility of the permit holder to monitor for noise violations;
- The Conditional Use is only valid for Christ the King Church;
- If other events are planned other than activities mentioned in the Conditional Use, a special event permit would need to be submitted and approved (e.g. Fall Festival); and
- The construction of screening for equipment to remain on site, modification to existing temporary sign, landscape buffer along the south property line, and at least one concrete driveway apron is required within 2 months of the Conditional Use approval.

Project No.: Funding Account No.:

Presenter: Tim Burman

ATTACHMENTS:

1.	Conditional Use Staff Report - Christ the King Church	Conditional Use Staff Report - Christ the King Church2.pdf

Penelope Cruz	Created/Initiated - 6/26/2020
Tim Burman	Approved - 7/2/2020
Shannon Balmer	Approved - 7/7/2020
Jake Johansson	Approved - 7/8/2020
Robin Fenwick	Final Approval - 7/9/2020

STAFF REPORT
CASE NO. 20-30000001
Conditional Use to allow outdoor church services and program/meetings

REQUEST:	Allow outdoor church services and activities/meetings
PROPERTY OWNER:	Christ the King Network
APPLICANT:	Scott Kirshner, Christ the King Church
STAFF RECOMMENDATION:	**Approval**
LOCATION:	6015 Spruce Creek Road (see Figure 1 – Location Map)
STAFF CONTACT:	Tim Burman, Community Development Director (386) 506-5675
PLANNING COMMISSION:	Recommended Approval (June 25,2020)
CITY COUNCIL DATE:	July 21, 2020

PROPERTY OVERVIEW

The property owner/applicant, Christ the King Church, is requesting approval of a conditional use over for a two-year period to temporarily utilize their property for outdoor church services and activities/meetings while the church finalizes design plans to construct their permanent facility on the subject property. According to the applicant, they anticipate having a permanent building on-site within the next two years. The property is located at 6015 Spruce Creek Road, on the southeast corner of Central Park Boulevard and Spruce Creek Road.

Figure. 1 Location Map

In the Fall of 2019, the Church rezoned the property to Government/Public Use (GPU) with the intent to construct a church and fellowship hall on the subject property. The Church currently rents space at Cypress Creek Elementary School on Sundays. However, while the development plans are being prepared, the Church would like to use their property to hold outdoor services and activities/meetings and install temporary site improvements to allow the site to be used as the home for the Church. The primary use of the property under the proposed Conditional Use will be on Sunday mornings and church related activities on Saturday evening and/or after 5pm on the weekdays. The applicant has been advised of the requirements in the Code of Ordinances related to noise and light restrictions.

According to the Government/Public Use (GPU) zoning district, a church is a permitted use in the GPU zoning district, so the proposed Conditions Use is consistent with the subject property's current zoning. Typically, the use of a site is associated with a developed permanent building; however, in this case the use could occur outside and without a building. Over the last few weeks, the Church has been using the site since they are not able to meet at Cypress Creek Elementary School and some of the site improvements listed below exist on site (picnic tables, stage, exterior string lights, and trailer). Therefore, to establish parameters for the temporary use of the site as an outdoor church, staff recommended that a Conditional Use be requested by the church due to the uniqueness of the site use and to allow for specific conditions to ensure minimal impact to the surrounding area.

DEVELOPMENT PROPOSAL

As stated in the letter of request (See – Exhibit "A"), Christ the King Church's proposal for the next two years is to operate their church and other activities on the subject property using temporary structures. The applicant is proposing to install or maintain the following site improvements (See – Exhibit "B").

- Installing a monument sign with landscaping around the sign base;
- Designate parking areas on existing cleared grassed areas to accommodate up to 125 vehicles. Parking areas are to be rotated periodically to keep grassed areas in good condition;
- Provide a driveway apron within the right-of-way and ten-foot beyond the right-of-way off Spruce Creek Road and Central Park Boulevard;
- Provide power into the site via an existing power pole on the south property line;
- Provide water to the site from an existing water service on Spruce Creek Road.
- Removing trash and liter after use;
- Install and maintain picnic tables, playground for kids, shed, stage, and exterior string lights; and
- Set-up of a tent for church service during times with inclement weather.

REVIEW CRITERIA

When reviewing an application for a Conditional Use, the Planning Commission and City Council must consider the following requirements and criteria [Chapter 18, Section 1(d)(2) of the Land Development Code].

(a) Traffic generation and access for the proposed use shall not adversely impact adjoining properties and the general public safety.

No adverse impacts to adjoining properties and the general public safety are anticipated with the approval of the Conditional Use. Access to the property will be through a designated access points along Spruce Creek Road and Central Park Boulevard that comply with the Land Development Code.

According to the latest traffic counts for Central Park Boulevard, Hensel Road, and Spruce Creek Road, capacity exists on these roadways to accommodate the conditional use and future development of this property. The church would only be using the site on weekends for worship and small group meetings during on weekdays. Therefore, staff does not foresee any adverse impacts to the safety of the general public.

(b) *Off-street parking, loading and service areas shall be provided and located such that there is no adverse impact on adjoining properties, beyond that generally experienced in the district.*

This criterion is met. Parking will be provided throughout the grassed site. As part of the conditional use, the applicant does not plan to develop any impervious parking areas. The intent is to have members of the church park throughout the site in designated grass parking area. According to the church, the anticipated number of guests is between 200 to 250. Based on the parking requirements in the LDC, 66 to 84 parking spaces would be needed. Based on an on-site parking analysis, there is enough space for current and future members of the church to parking on the subject property.

The church has designated multiple areas for parking, so areas are not over utilized become rutted, uneven, unable to drain properly, unsightly or unmaintained. According to the Land Development Code, if grassed parking areas are utilized so as to become rutted, uneven, unable to drain properly, unsightly or unmaintained, the city may require that the area be paved.

(c) *Required yards, screening or buffering, and landscaping shall be consistent with the district in general and the specific needs of the abutting land uses.*

This criterion is met. The existing landscaping along the property lines and rights-of-way will remain and serve as the buffer. The applicant will be required to maintain the landscaping and site during the duration of the Conditional Use. In addition, landscaping will be installed around the ground sign and a hedge will be installed adjacent to the single-family home located to the south.

If any site improvements require trees to be removed, the applicant will be required to submit tree removal permits and install replacement materials as required by the Land Development Code.

(d) *Architectural and signage treatments shall comply with the general provisions applicable to permitted uses in the district, to the greatest extent possible, and be sensitive to surrounding development.*

This criterion will be addressed with the submittal of building permits. Staff will ensure that this criterion is met through the review of building permits or site-plan. Items that will remain on-site to facilitate the use of the site as an outdoor church will be required to be screened, such as the equipment trailer, portable toilet, garbage cans, etc. As part of the conditional use, a permeant sign will be installed with additional architectural and landscape treatment. The applicant is aware of these necessary improvements.

The applicant has indicated that a building permit will be submitted to install a tent if there is pending inclement weather over a weekend so that service can occur. Tents that are greater than 10’ X 10’ require a building permit, to ensure proper installation. The applicant is aware of the requirement to secure a building permit and the timeframe the tent could remain up would be limited.

(e) *Size, location or number of conditional uses in an area shall be limited so as to maintain the overall character of the district as intended by this code.*

This criterion is met. This would be the first use of this type in this area and as an interim use it will be removed once the permanent church is built. The conditional use is intended to establish a timeframe and parameters for the temporary use of the site for outdoor church service until their permeant building is constructed.

In granting a Conditional Use, the Planning Commission may recommend, and the City Council may prescribe appropriate conditions and safeguards to ensure compliance with the requirements of LDC. Such conditions may include time limits for the duration of the conditional use, specific minimum or maximum limits to regular code requirements, or any other conditions reasonably related to the requirements and criteria of this chapter.

RECOMMENDATION

Based on the findings of this report, Staff recommends **approval** of the Conditional Use to allow Christ the King Church's to hold outdoor weekly service and church related activities/meetings at 6015 Spruce Creek Road, subject to the following:

- One 32 SF maximum ground sign is the only signage allowed on the property.
- The Conditional Use will expire on July 21, 2022.;
- Site lighting may emit no more than 0.5 foot-candles at the property line and will not spill over onto adjacent properties and rights-of-way.
- Sound or noise projecting from this shall not exceed dBA of 60 between the hours of 7:00am -10:00pm and dBA of 50 10:00pm – 7:00am. It will be the responsibility of the permit holder to monitor for noise violations.
- The Conditional Use is only valid for Christ the King Church.
- If other events are planned other then activities mentioned in the Conditional Use, a special event permit would need to be submitted and approved (e.g. Fall Festival).
- The construction of screening for equipment to remain on site, modification to existing temporary sign, landscape buffer along the south property line, and at least one concrete driveway apron is required within 2 months of the Conditional Use approval.

ATTACHMENTS

1. Exhibit A – Letter of Request form the Applicant
2. Exhibit B – Concept Plan

EXHIBIT A

ZAHN ENGINEERING, INC.

Land Planning • Civil Engineering • Permitting

June 19, 2020

Tim Burman
Planning Manager
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

ZEI#108

Re: Christ the King Church
Conditional Use
6015 Spruce Creek Road

Dear Tim:

Please revise our request for a Conditional Use dated May 18, 2020 for the Christ the King Church property located at 6015 Spruce Creek Road, and revise the Concept Plan per the attached.

The intention is to utilize the property for outdoor church services and related uses for a time frame not to exceed two years. This allows for growth of the congregation and funds toward construction of a church and related infrastructure (paving, grading, utilities, lighting, landscaping, etc.). As shown in the attached Concept Plan the following improvements are anticipated under this application:

- Stage and outdoor gathering area (200-250 worshipers)
- A tent to be used as needed for functions or for inclement weather
- Playground
- A storage shed
- Wood fenced area to hide trailer, trash, etc.
- Access to City reclaimed water for irrigation (access point to be identified by City)
- A designated parking area on existing grassed cleared area to accommodate 100-125 cars. Areas will be rotated in use to maintain existing grass surface in good condition.

It is anticipated that power will be provided via an existing power line on the south property line. An existing water service located on Spruce Creek Road will be used for potable water. Two access points are contemplated and noted on the Concept Plan.

If you have any questions or require additional information, please don't hesitate to contact our office.

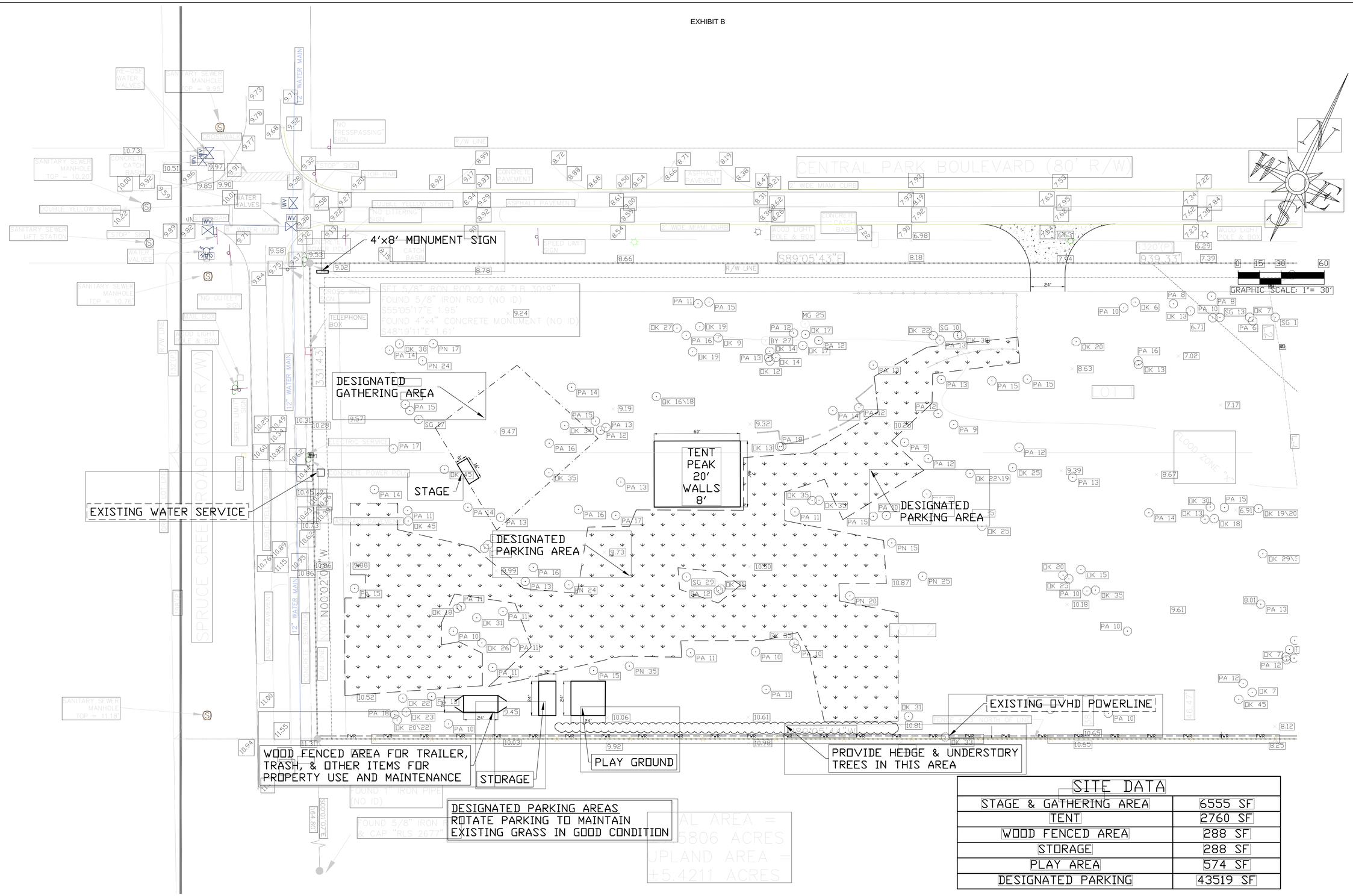
Sincerely,
ZAHN ENGINEERING, INC.

Pete Zahn, PE

CC: Project File, Tracer File

150 S Palmetto Ave, Ste 201 • Daytona Beach, FL 32114
Phone: (386) 252-0020 • Fax: (386) 252-6050
www.zahneng.com

EXHIBIT B



SITE DATA	
STAGE & GATHERING AREA	6555 SF
TENT	2760 SF
WOOD FENCED AREA	288 SF
STORAGE	288 SF
PLAY AREA	574 SF
DESIGNATED PARKING	43519 SF

NO.	DATE	APPR.	REVISION DESCRIPTION
1	06-19-20		REMOVED TEMP MODULAR UNITS, ADDED MONUMENT SIGN

Zahn Engineering, Inc.
Civil Engineering • Land Planning • Permitting
150 South Palmetto Avenue, Suite 201, Daytona Beach, Florida 32114
Ph: (386) 252-0020 – Fax: (386) 252-6050
www.zahneng.com

DESIGNED: CMJ
DRAWN: CMJ
CHECKED: JWZ
DATE: 06-19-20
FILE: 108

CONCEPT PLAN FOR CONDITIONAL USE

CHRIST THE KING COMMUNITY CHURCH

6015 SPRUCE CREEK ROAD, PORT ORANGE — VOLUSIA COUNTY, FL

PROJECT NUMBER: 108

NOT VALID WITHOUT SEAL

EB-0005290
FL. P.E. NO. 19083 & 82269

SHEET C01 1 OF 1

PROGRESS SET-FOR REVIEW ONLY-NOT FOR CONSTRUCTION

Z:\OneDrive - Zahn Engineering, Inc\ZAHN-DATA\Data\Projects_ZEI-PROJECTS\2020\108 Christ the King Community Church\DWG\SITE PLAN CKCC NEW.dwg, 6/22/2020 10:19:00 AM, DWG To PDF.pc3

CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 7/21/2020

Consent item: No

SUBJECT: (I28) First Reading - Ordinance No. 2020-25 - Amending Section 2-267 to Remove the Procurement of Lobbyist Services from the List of Exempt Purchases

DEPARTMENT: City Manager

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-25.

SUMMARY: Per discussion under City Manager Comments, this ordinance amendment would remove the procurement of lobbyist services from the City Manager's procurement authority, thus requiring these services to come to City Council for approval in the future.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Ord. No. 2020-25	Ord. No. 2020-25.pdf

Robin Fenwick	Created/Initiated - 7/2/2020
Matthew Jones	Approved - 7/8/2020
Jake Johansson	Approved - 7/8/2020
Robin Fenwick	Final Approval - 7/9/2020

ORDINANCE NO. 2020-25

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING SECTION 2-267 OF THE CODE OF ORDINANCES REMOVING THE PROCUREMENT OF LOBBYIST SERVICES FROM THE LIST OF EXEMPT PURCHASES; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council has determined that the procurement of lobbyist services should be approved by City Council rather than the City Manager; and

WHEREAS, an amendment to the Code of Ordinances is necessary to remove lobbyist services from the list of exempt purchases under the City Manager' authority; 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 2-267, Subsection (b) of the City's Code of Ordinances to read as follows:

Sec. 2-267. – Bidding Requirements.

. . .

(b) *[Exempt purchases.]* Purchases exceeding $25,000.00 require approval by city council except for goods and/or services that do not lend themselves to the normal competitive bidding process and the city manager has approved waiving the formal bidding requirements, as follows:

. . .

(5) Professional services (except as otherwise provided for in Florida law) and contracts for professional services (which include, but are not limited to, services provided by attorneys, accountants, actuaries~~, lobbyists~~ and financial advisors) may be made or entered into by the city manager without utilizing a sealed competitive method or the written quotations method.

SECTION 2. The provisions of this Ordinance shall become and be made a part of the City's Code of Ordinances. 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.

[REMAINDER OF PAGE LEFT BLANK]

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 7/21/2020

Consent item: No

SUBJECT: (J30) City Manager

DEPARTMENT: City Manager

GOAL:

RECOMMENDED MOTION:

SUMMARY:

- Family Days
- Mayor's Tournament
- Major events through December

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

Robin Fenwick	Created/Initiated - 6/30/2020
Jake Johansson	Approved - 7/15/2020
Robin Fenwick	Final Approval - 7/15/2020

SOLE SOURCE/SOLE BRAND REQUEST

(Waiver of Competitive Quotes / Bids)

I. REQUEST: Provide a description of the features of the product/service or Scope of Work.

See attached memorandum for justification.

II. JUSTIFICATION: Please check all boxes that describe your reason(s) for determining that only one source or brand is reasonably available.

Only Sole Source/ Uniqueness

- [x] **Proprietary Item** - this vendor/source has the only rights to provide this service or commodity. A letter from the manufacturer or authorizing entity is included in this request.
- [x] **Technology Improvements** - updates or upgrades to an existing system, software, software as a service hardware purchases.
- [x] **Patented, copyright or** unique design restrictions.
- [x] **Only Qualified Supplier** - reliability and maintainability of the product or service would be degraded unless specified supplier is used; may void warranty. This request includes a copy of the current warranty information.
- [ ] **Other/or Additional Information** - the City requires this sole source, sole brand purchase for the following reasons:

Business Case (One/Most Reasonable Source or One/Most Reasonable Brand)

- [x] **Operational Compatibility** - replacement parts from alternate suppliers are not interchangeable with original part and causes equipment incompatibility. Previous findings and/or documentation is included with this request.
- [ ] **Ease of Maintenance** - maintenance or retooling prohibits competition. Section III, Comparative Market Research includes estimated costs associated with changing current source and/or brand.
- [ ] **Follow-On** - potential for continued development or enhancement with same supplier and eliminates costs incurred by using different supplier. Section III, Comparative Market Research includes estimated costs for replacing current or existing system.
- [ ] Complies with existing community and safety standards, and other laws, rules, and regulations.
- [ ] Exempted from the Competition - per City Purchasing Manual.
- [x] Other/or additional information - using this sole source, sole brand purchase benefits the City for the following reasons:

III. COMPARATIVE MARKET RESEARCH: Provide a detailed source or market analysis for justification of sole source/brand or most reasonable source (attach extra sheets as needed).

Estimated project value: _____ Contract length (if applicable):_____

Expenses to date: _____

Has this commodity or service been previously provided to the City? ☐ Yes ☐ No

If yes, when and by whom? _____

How was item/service procured? ( ) Piggyback ( ) Competitive Bid ( ) Sole Source

What is the current contract or purchase order number? _____

If this is a sole brand, is there an "authorized" dealers list? ☐ Yes ☐ No

Cost/Benefit Analysis: What would the cost be to utilize an alternate vendor or source? This explanation should include the savings and/or additional costs to the City by not using the preferred vendor or source. Attach additional sheets if needed.

_____
_____
_____
_____
_____
_____

CERTIFICATION: I have thoroughly researched the sole source or sole brand justification and fully understand the implications of Section 838.22 of the Florida Statutes:
(2) "It is unlawful for a public servant, with corrupt intent to obtain a benefit for any person or to cause unlawful harm to another, to circumvent a competitive bidding process required by law or rule by using a sole source contract for commodities or services."
(5) "Any person who violates this section commits a felony of the second degree, punishable as provided in s. 775.082, s. 775.083, or s. 775.084"

The undersigned requests that competitive procurement be waived and that the vendor identified as the supplier of the service or material described in this single/sole source justification be authorized as single/sole source for the service or material. **Purchasing approval required prior to submitting for City Manager approval.**

Department Head Approval (Print Name): Thomas Grimaldi

Department Head Approval Signature: _____ Date: 06/19/2020

Software or hardware purchases only:
IT Approval (Print Name): _____

IT Approval Signature: _____ Date: _____

Purchasing Manager Approval Signature: _____ Date: _____

CITY MANAGER APPROVAL:

City Manager Approval: _____ Date: _____
M.H. Johansson, City Manager

Revised 12/1/17 [JT]

PORT ORANGE POLICE DEPARTMENT

Chief of Police Thomas R. Grimaldi

MEMORANDUM

TO: Purchasing

FROM: Captain Eric Fisher EF

VIA: Chief Thomas Grimaldi

DATE: June 18, 2020

SUBJECT: Sole/Single Source Justification – Axon Enterprise Inc.

REQUEST

The police department is requesting the City Manager to approve a single source renewal contract for Body Worn Camera's, Taser's and Evidence.com software for a term of five (5) years with Axon Enterprise Inc.

PURPOSE

The purpose is to renew our initial five (5) year contract with Axon. We currently have our Body Worn Camera's, Taser's and the software which supports both devices, Evidence.com. The police department chose Axon in 2016 to provide the Body Worn Camera's, Taser's and software support after various vendor's were considered and tested.

CONSIDERATION

The current in place contract expires in March 2021. Axon will grant a refund in the amount of $96,604 to be applied to the new contract for agreeing to start in the October/November 2020 time frame with a new 5-year contract. Axon is the only manufacturer of the Taser's used by the department. The package deal provided by Axon lowers our overall cost by grouping the Taser, BWC and software into a 5-year package price structure. This also allows us to replace all Tasers which have a 5-year manufacture warranty. All of our Tasers will be out of warranty in July 2021.

While other vendors offer BWC's, to use them would require us to purchase the Taser's at an a la carte price point of $1,600 per unit. The department currently uses 95 Taser's which would result in a cost of $152,000 plus the cost of maintaining their Evidence.com software license fees on top of whatever the cost of a new vendor BWC plan would be. This would also result in a bifurcated evidence system, each with license fees, one for Taser data and media storage other than BWC video and another for the BWC videos from another vendor. The department is heavily invested in the Axon ecosystem and this does result in a seamless process. It is neither practical or advantageous to spilt our vendors and go with an a la carte model over a package deal.

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc., a Delaware corporation ("**Axon**"), and Port Orange Police Dept. - FL ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix of Q-249187-43998.908DG ("**Quote**"). It is the intent of the Parties that this Agreement act as a master agreement governing all subsequent purchases by Agency for the same Axon products and services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties therefore agree as follows:

1 **Definitions**.

"**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Evidence.com and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

"**Axon Devices**" means all hardware provided by Axon under this Agreement.

"**Quote**" means an offer to sell and is only valid for devices and services on the quote at the specified prices. Any terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any offer by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

"**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2 **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 plans begin after shipment of the applicable Axon Device. If Axon ships the Device in the first half of the month, the start date is the 1st of the following month. If Axon ships the Device in the second half of the month, the start date is the 15th of the following month. For purchases solely of Axon Evidence subscriptions, the start date is the Effective Date. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3 **Payment**. Axon invoices upon shipment. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4 **Taxes**. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5 **Shipping**. Axon may make partial shipments and ship Devices from multiple locations. All shipments are FOB shipping point via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6 **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7 **Warranty**.

7.1 **Hardware Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for 1 year from the date of Agency's receipt, except Signal Sidearm, which Axon warrants for 30 months from the date of Agency's receipt. Axon warrants its Axon-manufactured accessories for 90-days from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the 1-year hardware warranty through the extended warranty term. Non-Axon manufactured Devices are not covered by Axon's warranty. Agency should contact the manufacturer for support of non-Axon manufactured Devices.

7.2 **Claims**. If Axon receives a valid warranty claim for an Axon manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Device with the same or like Device, at Axon's option. A replacement Device will be new or like new. Axon will warrant the replacement Device for the longer of (a) the remaining warranty of the original Device or (b) 90-days from the date of repair or replacement.

If Agency exchanges a device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering a Device for service, Agency must upload Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Device sent to Axon for service.

7.3 **Spare Devices**. Axon may provide Agency a predetermined number of spare Devices as detailed in the Quote ("**Spare Devices**"). Spare Devices will replace broken or non-functioning units. If Agency utilizes a Spare Device, Agency must return to Axon, through Axon's warranty return process, any broken or non-functioning units. Axon will repair or replace the unit with a replacement Device. Upon termination, Axon will invoice Agency the MSRP then in effect for all Spare Devices provided. If Agency returns the Spare Devices to Axon within 30 days of the invoice date, Axon will issue a credit and apply it against the invoice.

7.4 **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Device use instructions; (b) Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Device; (d) force majeure; (e) Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Devices with a defaced or removed serial number.

7.4.1 **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement.**

7.4.2 **Axon's cumulative liability to any Party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Device, or if for Services, the amount paid for such Services over the 12 months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory**.

8 **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible to perform Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9 **Device Warnings**. See www.axon.com/legal for the most current Axon device warnings.

10 **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Devices and Services previously purchased by Agency.

11 **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12 **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13 **Indemnification**. Axon will indemnify Agency's officers, directors, and employees ("**Agency Indemnitees**") against all claims, demands, losses, and reasonable expenses arising out of a third-party claim against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct by Axon under this Agreement, except to the extent of Agency's negligence or willful misconduct, or claims under workers compensation.

14 **IP Rights**. Axon owns and reserves all right, title, and interest in Axon devices and services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

15 **IP Indemnification**. Axon will indemnify Agency Indemnitees against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

16 **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; and (c) a dispute between Agency and a third-party over Agency's use of Axon Devices.

17 **Termination**.

17.1 **For Breach**. A Party may terminate this Agreement for cause if it provides 30 days written notice of the breach to the other Party, and the breach remains uncured at the end of 30 days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

17.2 **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

17.3 **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Devices received and amounts paid towards those Devices. Only if terminating for non-appropriation, Agency may return Devices to Axon within 30 days of termination. MSRP is the standalone price of the individual Device at the time of sale. For bundled Devices, MSRP is the standalone price of all individual components.

18 **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for 5-years thereafter. Axon pricing is Confidential Information and competition sensitive. If Agency is required by law to disclose Axon pricing, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

19 **General**.

19.1 **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

19.2 **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

19.3 **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

19.4 **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

19.5 **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

19.6 **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

19.7 **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

19.8 **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

19.9 **Survival**. The following sections will survive termination: Payment, Warranty, Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

19.10 **Governing Law**. The laws of the state where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

19.11 **Notices**. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Contact information for notices:

Axon: Axon Enterprise, Inc. Attn: Legal 17800 N. 85th Street	Agency: Port Orange Police Dept. - FL Attn: Captain Eric Fisher 4545 South Clyde Morris Blvd

Scottsdale, Arizona 85255
legal@axon.com

Port Orange, FL 32127
efisher@port-orange.org

19.12 Entire Agreement. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.	**Agency**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Axon Cloud Services Terms of Use Appendix

1 **Definitions**.
"Agency Content" is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

"**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

"**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

"**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2 **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3 **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content are not business records of Axon. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will have limited access to Agency Content solely for providing and supporting Axon Cloud Services to Agency and Agency end users.

4 **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5 **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

Agency will also maintain the security of end user names and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account

information is lost or stolen.

6 **Privacy**. Axon will not disclose Agency Content or information about Agency except as compelled by a court or administrative body or required by law or regulation. If Axon receives a disclosure request for Agency Content, Axon will give Agency notice, unless legally prohibited from doing so, to allow Agency to file an objection with the court or administrative body. Agency agrees to allow Axon access to certain information from Agency to (a) perform troubleshooting services upon request or as part of regular diagnostic screening; (b) enforce this Agreement or policies governing the use of Axon Evidence; or (c) perform analytic and diagnostic evaluations of the systems.

7 **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook"**) to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8 **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for 6 months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to 24 hours to access.

9 **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10 **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services , the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent.

Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11 **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12 **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 bundle. During Agency's Axon Records Subscription Term, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon

introduces and markets as distinct products or applications.

New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

13 **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

- **13.1** copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;
- **13.2** reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;
- **13.3** access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
- **13.4** use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;
- **13.5** access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
- **13.6** remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
- **13.7** use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

14 **After Termination**. Axon will not delete Agency Content for 90-days following termination. There will be no functionality of Axon Cloud Services during these 90-days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these 90-days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

15 **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16 **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

17 **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

Professional Services Appendix

1 **Utilization of Services**. Agency must use professional services as outlined in the Quote and this Appendix within 6 months of the Effective Date.

2 **Body-Worn Camera Starter Service (BWC Starter)**. BWC Starter includes advance remote project planning and configuration support and one day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than 1 day of on-site Services, Agency must purchase additional on-site Services. The BWC Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access
Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

3 **Body-Worn Camera Virtual 1-Day Service (BWC Virtual)**. BWC Virtual includes all items in the BWC Starter Service Package, except one day of on-site services.

4 **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

5 **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

6 **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

7 **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional Services and Devices to operate per the Device User

Documentation. Before installation of Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Devices are to be installed ("**Installation Site**") per the environmental specifications in the Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it. If Axon modifies Device User Documentation for any Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

8 **Acceptance**. When Axon completes professional Services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional Services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within 7 calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within 7 calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional Services.

9 **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1 **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the 1-year Hardware Limited Warranty.

2 **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.

3 **OSP 7 Term**. OSP 7 begins after Axon ships the Axon Body 3 or TASER 7 hardware to Agency. If Axon ships in the first half of the month, OSP 7 starts the 1st of the following month. If Axon ships in the second half of the month, OSP 7 starts the 15th of the following month ("**OSP 7 Term**").

4 **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP Axon will provide a BWC Upgrade that is the same or like Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.

5 **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Device, at Axon's option.

6 **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least 90 days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote 60 days before the end of the Subscription Term without prior confirmation from Agency.

7 **Upgrade Change**. If Agency wants to change Device models for the offered BWC or Dock Upgrade, Agency must pay the price difference between the MSRP for the offered BWC or Dock Upgrade and the MSRP for the model desired. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.

8 **Return of Original Device**. Within 30 days of receiving a BWC or Dock Upgrade, Agency must return the original Devices to Axon or destroy the Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Devices. If Agency does not return or destroy the Devices, Axon will deactivate the serial numbers for the Devices received by Agency.

9 **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than 30 days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:

- **9.1** TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
- **9.2** Axon will not and has no obligation to provide the Upgrade Models.
- **9.3** Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

TASER 60 Appendix

This TASER 60 Basic Appendix ("**Agreement**") applies to Agency's TASER 60 Basic purchase from Axon Enterprise, Inc. ("**Axon**"). Agency will receive the TASER Conducted Energy Weapon ("**CEW**") hardware, accessories, warranty, and services documented in the attached Quote Appendix ("**Quote**")

1 **Term**. The term start date is based upon the initial shipment date of the hardware covered under TASER 60 ("**Start Date**"). The TASER 60 term will end 5 years after the Start Date ("**Term**").

2 **Payment**. Unless specified in the Quote, Axon will invoice Agency on the Start Date and then on the Start Date anniversary during the Term, if annual payments are elected. Payment is due net 30 days from the invoice. Payment obligations are non-cancelable. Agency will pay invoices without setoff, deduction, or withholding. Unless Agency provides Axon a valid and correct tax exemption certificate applicable to the purchase and ship-to location, Agency is responsible for all taxes associated with the order.

3 **Termination**. If payment for TASER 60 is more than 30 days past due, Axon may terminate Agency's TASER 60 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

3.1. TASER 60 extended warranties will terminate as of the date of termination and no refunds will be given.

3.2. Axon will invoice Agency the remaining MSRP for TASER 60 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, battery, holster, and unused cartridges to Axon within 30 days of the date of termination.

3.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 60 plan.

Port Orange Police Dept - FL

AXON SALES REPRESENTATIVE
David Gollobit
(480) 905-2060
dgollobit@axon.com

ISSUED
6/16/2020

Q-249187-43998.908DG

Issued: 06/16/2020

Quote Expiration: 11/15/2020

Account Number: 110634

Payment Terms: Net 30

Delivery Method: Fedex - Ground

Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

SHIP TO
Jeff Wenzel
Port Orange Police Dept - FL
4545 South Clyde Morris Blvd
Port Orange, FL 32127
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BILL TO
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PRIMARY CONTACT
Jeff Wenzel
Phone: (386) 506-5870
Email: jeffw@port-orange.org

TAP Upgrade -00007101

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
74210	AXON BODY 3 - 8 BAY DOCK		13	1,495.00	0.00	0.00
73304	5 YEAR OFFICER SAFETY PLAN 7 AB3 DOCK 8 BAY		13	0.00	0.00	0.00
73202	AXON BODY 3 - NA10		78	699.00	0.00	0.00
73300	5 Year Officer Safety Plan AB3 Camera		78	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		78	0.00	0.00	0.00
71026	MAGNET MOUNT, FLEXIBLE REINFORCED, RAPIDLOCK		78	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		78	0.00	0.00	0.00
Other						
71019	NORTH AMER POWER CORD FOR AB3 8-BAY, AB2 1-BAY / 6-BAY DOCK		13	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Shipping	0.00
					Estimated Tax	0.00
					Total	0.00

Year 1- OSP Due Net 30

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80012	BASIC EVIDENCE.COM LICENSE: YEAR 1 PAYMENT		30	180.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE		300	0.00	0.00	0.00
85181	TASER 60 YEAR 1 PAYMENT: X26P BASIC		10	291.00	291.00	2,910.00
80075	OFFICER SAFETY PLAN STANDARD BWC AND CEW BUNDLE: YEAR 1 PAYM		80	1,308.00	1,014.64	81,171.20
85110	EVIDENCE.COM INCLUDED STORAGE		3,200	0.00	0.00	0.00
80052	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 1 PAYMENT		80	180.00	180.00	14,400.00
Hardware						
11002	BLACK X26P CEW, HANDLE		10	0.00	0.00	0.00
11501	RIGHT-HAND HOLSTER, X26P, BLACKHAWK		10	0.00	0.00	0.00
22010	PPM, STANDARD BATTERY PACK, X2/X26P		10	0.00	0.00	0.00
44205	21 FT NON-CONDUCTIVE TRAINING CARTRIDGE, X26/X26P		20	0.00	0.00	0.00
22013	KIT, DATAPORT DOWNLOAD, USB, X2/X26P		1	200.00	200.00	200.00
11002	BLACK X26P CEW, HANDLE		80	0.00	0.00	0.00
11004	WARRANTY, 4 YEAR, X26P		80	0.00	0.00	0.00
70116	SPPM, SIGNAL CONNECTED BATTERY PACK, X2/X26P		80	0.00	0.00	0.00
11501	RIGHT-HAND HOLSTER, X26P, BLACKHAWK		75	0.00	0.00	0.00
11504	LEFT-HAND HOLSTER, X26P, BLACKHAWK		5	0.00	0.00	0.00
73202	AXON BODY 3 - NA10		2	699.00	699.00	1,398.00
73300	5 Year Officer Safety Plan AB3 Camera		2	0.00	0.00	0.00
74028	WING CLIP MOUNT, AXON RAPIDLOCK		2	0.00	0.00	0.00
74020	MAGNET MOUNT, FLEXIBLE, AXON RAPIDLOCK		2	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		2	0.00	0.00	0.00
Other						
73413	AXON AWARE PLUS ANNUAL PAYMENT		80	300.00	300.00	24,000.00

Year 1- OSP Due Net 30 (Continued)

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Services						
85144	AXON STARTER		1	2,750.00	2,750.00	2,750.00
					Subtotal	126,829.20
					Estimated Tax	0.00
					Total	126,829.20

Spares

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Hardware						
73202	AXON BODY 3 - NA10		4	699.00	0.00	0.00
73300	5 Year Officer Safety Plan AB3 Camera		4	0.00	0.00	0.00
11534	USB-C to USB-A CABLE FOR AB3 OR FLEX 2		4	0.00	0.00	0.00
					Subtotal	0.00
					Estimated Tax	0.00
					Total	0.00

Year 2 OSP Due 2021

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80013	BASIC EVIDENCE.COM LICENSE: YEAR 2 PAYMENT		30	180.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE		300	0.00	0.00	0.00
85182	TASER 60 YEAR 2 PAYMENT: X26P BASIC		10	291.00	291.00	2,910.00
80076	OFFICER SAFETY PLAN STANDARD BWC AND CEW BUNDLE: YEAR 2 PAYM		80	1,308.00	1,066.49	85,319.20
85110	EVIDENCE.COM INCLUDED STORAGE		3,200	0.00	0.00	0.00
80053	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 2 PAYMENT		80	180.00	180.00	14,400.00
Other						
73413	AXON AWARE PLUS ANNUAL PAYMENT		80	300.00	300.00	24,000.00
					Subtotal	126,629.20
					Estimated Tax	0.00
					Total	126,629.20

Year 3 OSP Due 2022

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80014	BASIC EVIDENCE.COM LICENSE: YEAR 3 PAYMENT		30	180.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE		300	0.00	0.00	0.00
85183	TASER 60 YEAR 3 PAYMENT: X26P BASIC		10	291.00	291.00	2,910.00
80077	OFFICER SAFETY PLAN STANDARD BWC AND CEW BUNDLE: YEAR 3 PAYM		80	1,308.00	1,109.24	88,739.20
85110	EVIDENCE.COM INCLUDED STORAGE		3,200	0.00	0.00	0.00
80054	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 3 PAYMENT		80	180.00	180.00	14,400.00
Other						
73413	AXON AWARE PLUS ANNUAL PAYMENT		80	300.00	300.00	24,000.00
					Subtotal	130,049.20
					Estimated Tax	0.00
					Total	130,049.20

Year 4 OSP Due 2023

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80015	BASIC EVIDENCE.COM LICENSE: YEAR 4 PAYMENT		30	180.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE		300	0.00	0.00	0.00
85184	TASER 60 YEAR 4 PAYMENT: X26P BASIC		10	291.00	291.00	2,910.00
80078	OFFICER SAFETY PLAN STANDARD BWC AND CEW BUNDLE: YEAR 4 PAYM		80	1,308.00	1,109.24	88,739.20
85110	EVIDENCE.COM INCLUDED STORAGE		3,200	0.00	0.00	0.00
80055	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 4 PAYMENT		80	180.00	180.00	14,400.00
Other						
73413	AXON AWARE PLUS ANNUAL PAYMENT		80	300.00	300.00	24,000.00
					Subtotal	130,049.20
					Estimated Tax	0.00
					Total	130,049.20

Year 5 OSP Due 2024

Item	Description	Term (Months)	Quantity	List Unit Price	Net Unit Price	Total (USD)
Axon Plans & Packages						
80016	BASIC EVIDENCE.COM LICENSE: YEAR 5 PAYMENT		30	180.00	0.00	0.00
85110	EVIDENCE.COM INCLUDED STORAGE		300	0.00	0.00	0.00
85185	TASER 60 YEAR 5 PAYMENT: X26P BASIC		10	291.00	291.00	2,910.00
80079	OFFICER SAFETY PLAN STANDARD BWC AND CEW BUNDLE: YEAR 5 PAYM		80	1,308.00	1,109.24	88,739.20
85110	EVIDENCE.COM INCLUDED STORAGE		3,200	0.00	0.00	0.00
80056	AXON AUTO TAGGING SERVICE ADD-ON: YEAR 5 PAYMENT		80	180.00	180.00	14,400.00
Other						
73413	AXON AWARE PLUS ANNUAL PAYMENT		80	300.00	300.00	24,000.00
					Subtotal	130,049.20
					Estimated Tax	0.00
					Total	130,049.20
					Grand Total	**643,606.00**

Discounts (USD)

Quote Expiration: 11/15/2020

List Amount	837,851.00
Discounts	194,245.00
Total	**643,606.00**

Total excludes applicable taxes

Summary of Payments

Payment	Amount (USD)
TAP Upgrade -00007101	0.00
Year 1- OSP Due Net 30	126,829.20
Spares	0.00
Year 2 OSP Due 2021	126,629.20
Year 3 OSP Due 2022	130,049.20
Year 4 OSP Due 2023	130,049.20
Year 5 OSP Due 2024	130,049.20
Grand Total	**643,606.00**

Notes

Agency has existing contract #00007101(originated via Q-44512) and is terminating that contract upon the new license start date (11/1/2020) of this quote.

The parties agree that Axon is granting a refund of $96,604.00 (applied to Year 1 licenses) to refund paid, but undelivered services. This discount is based on a ship date range of 10/1/2020-10/15/2020, resulting in a 11/1/2020 license date. Any change in this date and resulting license start date will result in modification of this discount value which may result in additional fees due to or from Axon.

100% discounted body-worn camera and docking station hardware contained in Year 1 reflects a TAP replacement for hardware purchased under existing contract #00007101. All TAP obligations from this contract will be considered fulfilled upon execution of this quote. This refreshed hardware will be covered under the Technology Assurance Plan (TAP) and will be eligible for 2 replacements. This will take place at the 30 and 60 month marks of this new contract.

TASER60 Terms and Conditions: This quote contains a purchase under the TASER 60 Plan. If your purchase only includes the TASER 60 Plan, CEWs, and CEW accessories, then this purchase is solely governed by the TASER 60 Terms and Conditions posted at: https://www.axon.com/legal/sales-terms-and-conditions, and the terms and conditions of Axon's Master Services and Purchasing Agreement do not apply to this order. You represent that you are lawfully able to enter into contracts and if you are entering into this agreement for an entity, such as the company, municipality, or government agency you work for, you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, do not sign this Quote.

Tax is subject to change at order processing with valid exemption.

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Signature: _____ **Date:** _____

Name (Print): _____ **Title:** _____

PO# (Or write N/A): _____

Please sign and email to David Gollobit at dgollobit@axon.com or fax to 888-821-8703

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

The trademarks referenced above are the property of their respective owners.

Axon Internal Use Only		
		SFDC Contract #:
		Order Type:
		RMA #:
		Address Used:
Review 1	Review 2	SO #:
Comments:		

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AXON.COM

6/10/2020

To: ***Port Orange FL Police Department***

Re: Sole Source Letter for Axon Enterprise, Inc.'s TASER Conducted Energy Weapons, Axon brand products, and Axon Evidence (Evidence.com) Data Management Solutions

A sole source justification exists because the following goods and services required to satisfy the agency's needs are only manufactured and available for purchase from Axon Enterprise. Axon is also the sole distributor and retailer of all TASER brand products for the agency identified in this letter.

TASER CEW Descriptions

TASER 7 CEW

- Multiple-shot CEW
- High-efficiency flashlight
- Close Quarter and Standoff cartridges
- Green LASER and dual red LASERs that adjust for cartridge angle
- Arc switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission critical data such as remaining battery energy, burst time, and cartridge status.
- Weapon logs
- TASER 7 Dock connected to Axon Evidence (Evidence.com) services
- Onboard self-diagnostic and system status monitoring and reporting
- Real-time clock updated when the battery pack is plugged into the TASER 7 Dock
- Ambidextrous safety switch
- Can be configured by the agency to alert Axon camera systems
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (unless configured by the agency to stop at five seconds). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER 7 Cartridges only

X2 CEW

- Multiple-shot CEW
- High efficiency flashlight
- Static dual LASERs (used for target acquisition)
- ARC switch enables drive-stun with or without a Smart Cartridge installed
- Central Information Display (CID): Displays mission-critical data such as remaining battery energy, burst time, operating mode, and user menu to change settings and view data on a yellow-on-black display

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- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position
- Compatible with TASER Smart Cartridges only

X26P CEW

- High efficiency flashlight
- Red LASER (used for target acquisition)
- Central Information Display (CID): Displays data such as calculated remaining energy, burst time, and notifications
- The Trilogy log system records information from a variety of sensors into three data logs: Event log, Pulse log, and Engineering log. Data can be downloaded using a universal serial bus (USB) data interface module connected to a personal computer (PC). Data may be transferred to Evidence.com services.
- Real-time clock with back-up battery
- Onboard self-diagnostic and system status monitoring and reporting
- Ambidextrous safety switch
- Capable of audio/video recording with optional TASER CAM HD recorder
- The trigger activates a single cycle (approximately five seconds). Holding the trigger down will continue the discharge beyond the standard cycle (except when used with an APPM or TASER CAM HD AS). The CEW cycle can be stopped by placing the safety switch in the down (SAFE) position.
- Compatible with TASER standard series cartridges

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the X2 and X26P conducted energy weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

TASER Brand CEW Model Numbers

1. Conducted Energy Weapons (CEWs):
   - TASER 7 Models: 20008, 20009, 20010, and 20011
   - TASER X2 Models: 22002 and 22003
   - TASER X26P Models: 11002 and 11003

2. Optional Extended Warranties for CEWs:
   - TASER 7 – 4-year extended warranty, item number 20040

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- X2 – 4-year extended warranty, item number 22014
- X26P – 2-year extended warranty, item number 11008
- X26P – 4-year extended warranty, item number 11004

3. TASER 7 Cartridges (compatible with the TASER 7; required for this CEW to function in the probe deployment mode)
   - Standoff cartridge, 3.5 degrees, Model 20012
   - Close Quarter cartridge, 12 degrees, Model 20013

4. TASER standard cartridges (compatible with the X26P; required for this CEW to function in the probe deployment mode):
   - 15-foot Model: 34200
   - 21-foot Model: 44200
   - 21-foot non-conductive Model: 44205
   - 25-foot Model: 44203
   - 35-foot Model: 44206

5. TASER Smart cartridges (compatible with the X2; required for this CEW to function in the probe deployment mode):
   - 15-foot Model: 22150
   - 25-foot Model: 22151
   - 25-foot inert simulation Model: 22155
   - 25-foot non-conductive Model: 22157
   - 35-foot Model: 22152

6. TASER CAM HD recorder Model: 26810 (full HD video and audio) and TASER CAM HD with AS (automatic shut-down feature) Model: 26820. The TASER CAM HD is compatible with both the X26P and X2 CEWs.
   - TASER CAM HD replacement battery Model: 26764
   - TASER CAM HD Download Kit Model: 26762
   - TASER CAM HD optional 4-year extended warranty, item number 26763

7. Power Modules (Battery Packs) for TASER 7 CEWs:
   - Tactical battery pack Model 22018
   - Compact battery pack Model 22019

8. Battery Packs for X26P and X2 CEWs:
   - Performance Power Magazine (PPM) Model: 22010
   - Tactical Performance Power Magazine (TPPM) Model: 22012
   - Automatic Shut-Down Performance Power Magazine (APPM) Model: 22011
   - eXtended Performance Power Magazine (XPPM) Model: 11010
   - eXtended Automatic Shut-Down Performance Power Magazine (XAPPM) Model: 11015
   - Axon Signal Performance Power Magazine (SPPM) Model: 70116

9. TASER 7 Dock:
   - TASER 7 Dock Core and Multi-bay Module: 74200

10. TASER Dataport Download Kits:

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- Dataport Download Kit for the X2 and X26P Model: 22013

11. TASER Blast Door Repair Kit Model 44019 and TASER Blast Door Replenishment Kit Model 44023

12. CEW Holsters:
    - Right-hand TASER 7 holster by Safariland Model: 20063
    - Left-hand TASER 7 holster by Safariland Model: 20068
    - Right-hand X2 holster by BLACKHAWK Model: 22501
    - Left-hand X2 holster by BLACKHAWK Model: 22504
    - Right-hand X26P holster by BLACKHAWK Model: 11501
    - Left-hand X26P holster by BLACKHAWK Model: 11504

13. TASER Simulation Suit II Model 44550

14. TASER 7 conductive target Model: 80087

15. Blue X26P Demonstrator/LASER Pointer Model: 11023

Axon Digital Evidence Solution Description

Axon Body 3 Video Camera (DVR)

- Improved video quality with reduced motion blur and better low-light performance
- Multi-mic audio—four built-in microphones
- Wireless upload option
- Gunshot detection and alerts
- Streaming audio and video capability
- “Find my camera” feature
- Verbal transcription with Axon Records (coming soon)
- End-to-end encryption
- Twelve-hour battery
- Up to 120-second buffering period to record footage before pressing record button

Axon Flex 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 0.1 lux
- Audio tones to alert user of usage
- Low SD, high SD, low HD, and high HD resolution (customizable by the agency)
- Up to 120-second buffering period to record footage before pressing record button
- Multiple mounting options using magnetic attachment: head, collar, shoulder, helmet, ball cap, car dash, and Oakley sunglass mounts available
- 120-degree diagonal field of view camera lens, 102-degree horizontal field of view, and 55-degree vertical field of view

Axon Flex 2 Controller

- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- Haptic notification available
- Tactical beveled button design for use in pocket

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- Compatible with Axon Signal technology

Axon Air System

- Purpose-built solution for law enforcement UAV programs
- Supported applications on iOS and Android
- Automated tracking of pilot, aircraft, and flight logs
- Unlimited Storage of UAV data in Axon Evidence (Evidence.com)
- In application ingestion of data in Axon Evidence (Evidence.com)
- Axon Aware integration for live streaming and situational awareness

Axon Body 2 Video Camera

- Video playback on mobile devices in the field via Bluetooth pairing
- Retina Low Light capability sensitive to less than 1 lux
- Audio tones and haptic (vibration) notification to alert user of usage
- Audio mute during event option
- Wi-Fi capability
- High, medium, and low quality recording available (customizable by the agency)
- Up to 2-minute buffering period to record footage before pressing record button
- Multiple mounting options using holster attachment: shirt, vest, belt, and dash mounts available
- 12+ hours of battery operation per shift (even in recording mode)
- LED lights to show current battery level and operating mode
- 143-degree lens
- Includes Axon Signal technology

Axon Fleet 2 Camera

- Fully integrated with Axon Evidence services and Axon devices
- Automatic time synchronization with other Axon Fleet and Axon on-officer cameras allows for multi-camera playback on Axon Evidence.
- Immediate upload to Axon Evidence of critical event videos via 4G/LTE
- Wireless alerts from the TASER CEW Signal Performance Power Magazine (SPPM).
- Automatic transition from BUFFERING to EVENT mode in an emergency vehicle equipped with the Axon Signal Unit
- Decentralized system architecture without a central digital video recorder (DVR).
- Cameras that function independently and communicate wirelessly with the computer in the vehicle (MDT, MDC, MDU) for reviewing, tagging and uploading video.
- Wireless record alert based on Bluetooth communication from Axon Signal Vehicle when a configured input is enabled (e.g. emergency light, siren, weapon rack, etc.).
- Receives alerts from Axon Signal Sidearm.
- Plug-And-Play design allowing for cameras to be easily replaced and upgraded.
- Ability for an unlimited number of agency vehicles recording in the same vicinity with an Axon Fleet system to be automatically associated with one another when reviewing video in the video management platform. This feature is also supported across body cameras.

Axon Signal Unit (ASU)

- Communications device that can be installed in emergency vehicles.
- With emergency vehicle light bar activation, or other activation triggers, the Axon

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Signal Unit sends a signal. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Signal Performance Power Magazine (SPPM)

- Battery pack for the TASER X2 and X26P conducted electrical weapons
- Shifting the safety switch from the down (SAFE) to the up (ARMED) positions sends a signal from the SPPM. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode. Axon Signal technology only works with Axon cameras.

Axon Signal Sidearm Sensor

- Can be installed on common duty holsters
- Drawing a service handgun from the holster sends a signal from the Axon Signal Sidearm sensor. Upon processing the signal, an Axon system equipped with Axon Signal technology transitions from the BUFFERING to EVENT mode.

Axon Interview Solution

- High-definition cameras and microphones for interview rooms
- Covert or overt camera installations
- Touch-screen user interface
- Motion-based activation
- Up to 7-minute pre- and post-event buffering period
- Full hardware and software integration
- Upload to Axon Evidence services
- Interview room files can be managed under the same case umbrella as files from Axon on-officer cameras and Axon Fleet cameras; i.e., Axon video of an arrest and interview room video are managed as part of the same case in Axon Evidence
- Dual integration of on-officer camera and interview room camera with Axon Evidence digital evidence solution

Axon Signal Technology

- Sends a broadcast of status that compatible devices recognize when certain status changes are detected
- Only compatible with TASER and Axon products

Axon Dock

- Automated docking station uploads to Axon Evidence services through Internet connection
- No computer necessary for secure upload to Axon Evidence
- Charges and uploads simultaneously
- The Axon Dock is tested and certified by TUV Rheinland to be in compliance with UL 60950-1: 2007 R10.14 and CAN/ CSA-C22.2 N0.60950-I-07+AI:2011+A2:2014 Information Technology Equipment safety standards.

Axon Evidence Data Management System

- Software as a Service (SaaS) delivery model that allows agencies to manage and share digital evidence without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation required

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- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share digital evidence with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access to evidence based on pre-defined roles and permissions and pre-defined individuals
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Automated category-based evidence retention policies assists with efficient database management
- Ability to recover deleted evidence within seven days of deletion
- Stores and supports all major digital file types: .mpeg, .doc, .pdf, .jpeg, etc.
- Requires NO proprietary file formats
- Ability to upload files directly from the computer to Axon Evidence via an Internet browser
- Data Security: Robust Transport Layer Security (TLS) implementation for data in transit and 256-bit AES encryption for data in storage
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff
- Protection: With no on-site application, critical evidence stored in Axon Evidence is protected from local malware that may penetrate agency infrastructure
- Stability: Axon Enterprise is a publicly traded company with stable finances and funding, reducing concerns of loss of application support or commercial viability
- Application and data protected by a CJIS and ISO 27001 compliant information security program
- Dedicated information security department that protects Axon Evidence and data with security monitoring, centralized event log analysis and correlation, advanced threat and intrusion protection, and incident response capabilities
- Redact videos easily within the system, create tags, markers and clips, search 7 fields in addition to 5 category-based fields, create cases for multiple evidence files

Axon Evidence for Prosecutors

- All the benefits of the standard Axon Evidence services
- Ability to share information during the discovery process
- Standard licenses available for free to prosecutors working with agencies already using Axon Evidence services
- Unlimited storage for data collected by Axon cameras and Axon Capture

Axon Capture Application

- Free app for iOS and Android mobile devices
- Allows users to capture videos, audio recordings, and photos and upload these files to their Axon Evidence account from the field
- Allows adding metadata to these files, such as: Category, Title, Case ID, and GPS

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data

Axon Commander Services

- On-premises data management platform
- Chain of custody reports with extensive audit trail
- Automated workflows, access control, storage, and retention
- Compatible with multiple file formats

Axon View Application

- Free app for iOS and Android mobile devices
- Allows user to view the camera feed from a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 camera in real-time
- Allows for playback of videos stored on a paired Axon Body, Axon Body 2, Axon Flex, or Axon Flex 2 system
- Allows adding meta-data to videos, such as: Category, Title, Case ID, and GPS data

Axon Records

- Continuously improving automated report writing by leveraging AI and ML on officer recorded video, photo, and audio from BWC, In-Car, Mobile App (Axon Capture), or other digital media
- Collaborative report writing through instantly synced workspaces allowing officers to delegate information gathering on scene
- Instant access to records allowing detectives to begin their investigation and records clerks to update information exchanges on things like missing people or stolen property as soon as possible
- Complete leveraging of Axon Evidence sharing to allow fast, efficient, digital, and secure sharing of records and cases to DAs and Prosecutors
- Robust API and SDK allows data to be easily ingested and pushed out to other systems—preventing data silos
- Deep integration with Axon Evidence putting video at the heart of the record and automating the process of tagging and categorizing digital evidence stored in Axon Evidence
- Automatic association of digital evidence to the record and incident through Axon Evidence integration
- In context search of master indexes (people, vehicles, locations, charges)—promoting efficient report writing through prefilling of existing data which promotes clean and deduped data in the system
- Quick views for users to track calls for service and reports in draft, ready for review, kicked back for further information, or submitted to Records for archiving.
- Federal and State IBRS fields are captured and validated—ensuring the officer knows what fields to fill and what information needs to be captured
- Intuitive validation ensures officers know what information to submit without being burdened by understanding the mapping of NIBRS to state or local crime codes
- Ability to create custom forms and add custom fields to incident reports—allowing your agency to gather the information you find valuable
- Software as a Service (SaaS) delivery model that allows agencies to write, manage, and share digital incident reports without local storage infrastructure or software needed
- SaaS model reduces security and administration by local IT staff: no local installation

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required
- Automatic, timely security upgrades and enhancements deployed to application without the need for any local IT staff involvement
- Securely share records and cases with other agencies or prosecutors without creating copies or requiring the data to leave your agency's domain of control
- Controlled access based on pre-defined users, groups, and permissions
- Password authentication includes customizable security parameters: customizable password complexity, IP-based access restrictions, and multi-factor authentication support
- Security Testing: Independent security firms perform in-depth security and penetration testing
- Reliability: Fault- and disaster-tolerant infrastructure in at least 4 redundant data centers in both the East and West regions of the United States
- Chain-of-Custody: Audit logs automatically track all system and user activity. These logs cannot be edited or deleted, even by account administrators and IT staff

Axon Standards
- Internal affairs and professional standards reporting
- Customizable information display, including custom forms
- Customizable workflows and user groups
- Automated alerts
- Compatible with digital documents, photos, and videos
- Connection with Transcription (beta)
- Shared Index with evidence.com and Records
- Data Warehouse allowing custom summary reports and integration into 3rd party analytic tools.
- Workflow analytics to provide SLA on throughputs
- Integration with the TASER 7 CEW for automatically pulling firing logs (alpha)
- Available as an option for Axon Records
- Automatically bundled with Officer Safety Plan 7+

Axon Professional Services
- Dedicated implementation team
- Project management and deployment best practices aid
- Training and train-the-trainer sessions
- Integration services with other systems

Axon Support Engineer:
- Dedicated Axon Regional/Resident Support Engineer Services
- Quarterly onsite visits
- Solution and Process Guidance custom to your agency
- White-Glove RMA and TAP (if applicable) Service for devices
- Monthly Product Usage Analysis
- Resident Support Engineer also includes onsite product maintenance, troubleshooting, and beta testing assistance

Axon Customer Support
- Online and email-based support available 24/7

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- Human phone-based support available Monday–Friday 7:00 AM–5:00 PM MST; support is located in Scottsdale, AZ, USA
- Library of webinars available 24/7
- Remote-location troubleshooting

Axon Brand Model Numbers

1. Axon Body 3 Camera Model: 73202
2. Axon Flex 2 Cameras:
   - Axon Flex 2 Camera (online) Model: 11528
   - Axon Flex 2 Camera (offline) Model: 11529
3. Axon Flex 2 Controller Model: 11532
4. Axon Flex 2 USB Sync Cable Model: 11534
5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48″ (1.2 m)
6. Axon Flex 2 Camera Mounts:
   - Oakley Flak Jacket Kit Model: 11544
   - Collar Mount Model: 11545
   - Oakley Clip Model: 11554
   - Epaulette Mount Model: 11546
   - Ballcap Mount Model: 11547
   - Ballistic Vest Mount Model: 11555
7. Universal Helmet Mount Model: 11548
8. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332
9. Axon Body 2 Camera Model: 74001
10. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
    - Z-Bracket, Men's, Axon RapidLock Model: 74018
    - Z-Bracket, Women's Axon RapidLock Model: 74019
    - Magnet, Flexible, Axon RapidLock Model: 74020
    - Magnet, Outerwear, Axon RapidLock Model: 74021
    - Small Pocket, 4″ (10.1 cm), Axon RapidLock Model: 74022
    - Large Pocket, 6″ (15.2 cm), Axon RapidLock Model: 74023
    - MOLLE Mount, Single, Axon RapidLock Model: 11507
    - MOLLE Mount, Double, Axon RapidLock Model: 11508
    - Belt Clip Mount, Axon RapidLock Model: 11509
11. Axon Fleet Camera

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- Axon Fleet 2 Front Camera: 71079
- Axon Fleet 2 Front Camera Mount: 71080
- Axon Fleet 2 Rear Camera: 71081
- Axon Fleet 2 Rear Camera Controller: 71082
- Axon Fleet 2 Rear Camera Controller Mount: 71083
- Axon Fleet Battery System: 74024
- Axon Fleet Bluetooth Dongle: 74027

12. Axon Signal Unit Model: 70112

13. Axon Dock Models:
    - Axon Dock – Individual Bay and Core for Axon Flex 2
    - Axon Dock – 6-Bay and Core for Axon Flex 2
    - Individual Bay for Axon Flex 2 Model: 11538
    - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
    - Wall Mount Bracket Assembly for Axon Dock: 70033
    - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
    - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
    - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011
    - Axon Signal Performance Power Magazine (SPPM) Model: 70116

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Axon Brand Model Numbers

1. Axon Body 3 Camera Model: 73202

2. Axon Flex 2 Cameras:
    - Axon Flex 2 Camera (online) Model: 11528
    - Axon Flex 2 Camera (offline) Model: 11529

3. Axon Flex 2 Controller Model: 11532

4. Axon Flex 2 USB Sync Cable Model: 11534

5. Axon Flex 2 Coiled Cable, Straight to Right Angle, 48″ (1.2 m)

6. Axon Flex 2 Camera Mounts:
    - Oakley Flak Jacket Kit Model: 11544
    - Collar Mount Model: 11545
    - Oakley Clip Model: 11554
    - Epaulette Mount Model: 11546
    - Ballcap Mount Model: 11547
    - Ballistic Vest Mount Model: 11555
    - Universal Helmet Mount Model: 11548

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7. Axon Body 2 Camera Model: 74001

8. Axon Flex 2 Controller and Axon Body 2 Camera Mounts:
   - Z-Bracket, Men's, Axon RapidLock Model: 74018
   - Z-Bracket, Women's Axon RapidLock Model: 74019
   - Magnet, Flexible, Axon RapidLock Model: 74020
   - Magnet, Outerwear, Axon RapidLock Model: 74021
   - Small Pocket, 4″ (10.1 cm), Axon RapidLock Model: 74022
   - Large Pocket, 6″ (15.2 cm), Axon RapidLock Model: 74023
   - MOLLE Mount, Single, Axon RapidLock Model: 11507
   - MOLLE Mount, Double, Axon RapidLock Model: 11508
   - Belt Clip Mount, Axon RapidLock Model: 11509

9. Axon Air System with Axon Evidence (Evidence.com) 5-Year License Model: 12332

10. Axon Fleet 2 Camera
    - Axon Fleet 2 Front Camera: 71079
    - Axon Fleet 2 Front Camera Mount: 71080
    - Axon Fleet 2 Rear Camera: 71081
    - Axon Fleet 2 Rear Camera Controller: 71082
    - Axon Fleet 2 Rear Camera Controller Mount: 71083
    - Axon Fleet Battery System: 74024
    - Axon Fleet Bluetooth Dongle: 74027

11. Axon Signal Unit Model: 70112

12. Axon Dock Models:
    - Axon Dock – Individual Bay and Core for Axon Flex 2
    - Axon Dock – 6-Bay and Core for Axon Flex 2
    - Individual Bay for Axon Flex 2 Model: 11538
    - Core (compatible with all Individual Bays and 6-Bays) Model: 70027
    - Wall Mount Bracket Assembly for Axon Dock: 70033
    - Axon Dock – Individual Bay and Core for Axon Body 2 and Axon Fleet Model 74009
    - Axon Dock – 6-Bay and Core for Axon Body 2 and Axon Fleet Model 74008
    - Individual Bay for Axon Body 2 and Axon Fleet Model: 74011

Axon Product Packages

1. **Officer Safety Plan:** includes an X2 or X26P CEW, Axon camera and Dock upgrade, and Axon Evidence (Evidence.com) license and storage. See your Sales Representative for further details and Model numbers.

2. **Officer Safety Plan 7**Includes a TASER 7 conducted electrical weapon (CEW), Axon Body 3 camera, Axon Dock, Axon Camera and Dock upgrade, Axon Evidence (Evidence.com) licenses and storage, and Axon Aware, and Axon Records Core.

3. **Officer Safety Plan 7 Plus**: Includes a TASER 7 conducted energy weapon (CEW), Axon Body 3 camera, Axon Evidence (Evidence.com) licenses and storage, Axon Records Core, Axon Aware +, Axon Auto-Tagging Services, Axon Performance, Axon

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Citizen for Communities, Axon Redaction Assistant, and Axon Signal Sidearm.

4. **TASER 7 Certification:** Pays for TASER 7 program in installments over 5 years including access to Evidence.com for CEW program management, annual training cartridges, unlimited duty cartridges and online training content.

5. **TASER Certification Add-On:** Allows the agency to pay an annual fee to receive an annual allotment of training cartridges, unlimited duty cartridges and online training content.

6. **TASER Assurance Plan (TAP):** Hardware extended warranty coverage, Spare Products, and Upgrade Models available for the X2 and X26P CEWs, and the TASER CAM HD recorder. (The TAP is available only through Axon Enterprise, Inc.)

7. **TASER 60:** Pay for X2 and X26P CEWs and Spare Products in installments over 5 years.

8. **Unlimited Cartridge Plan:** Allows agency to pay an annual fee to receive annual training cartridges, unlimited duty cartridges and unlimited batteries for the X2 and X26P.

9. **TASER 60 Unlimited:** Pay for X2 and X26P CEWs and Spare Products in installments over 5 years and receive unlimited cartridges and batteries.

SOLE AUTHORIZED DISTRIBUTOR FOR AXON BRAND CAMERAS AND TASER BRAND CEW PRODUCTS	SOLE AUTHORIZED REPAIR FACILITY FOR AXON BRAND CAMERAS AND TASER BRAND CEW PRODUCTS
Axon Enterprise, Inc. **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 800-978-2737** **Fax: 480-991-0791**	**Axon Enterprise, Inc.** **17800 N. 85th Street, Scottsdale, AZ 85255** **Phone: 800-978-2737** **Fax: 480-991-0791**

Please contact your local Axon sales representative or call us at 1-800-978-2737 with any questions.

Sincerely,

Josh Isner
Chief Revenue Officer
Axon Enterprise, Inc.

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