



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

AUGUST 19, 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 Rev. Glen Rice of Port Orange United Church of Christ
2. Pledge of Allegiance
3. Roll Call
4. Novel Coronavirus 2019 (COVID-19) Proclamation

B. CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only
6. Agenda Approval
7. Approval of Minutes
 - a. July 31, 2020 - City Council Special Meeting
 - b. August 4, 2020 - Regular City Council Meeting
8. Bid Awards and Contract Items
 - a. Approval of the Port Orange/South Daytona Chamber of Commerce Services Agreement
 - b. Intent to Award Purchase Contract for New Brush Truck to Ten-8 Fire Equipment
9. Resolution No. 20-32 - Plat Note Vacation on Lot 31, Bentwood Phase II Subdivision
10. Resolution No. 20-33 - Plat Note Vacation on Lot 32, Bentwood Phase II Subdivision
11. Approval to Designate the Riverwalk Trail as the Robert E. Ford Trail
12. Reinstatement of years of service for Matthew Marchisio

C. TOWN CENTER CRA & CITY COUNCIL JOINT MEETING

13. First Reading - Ordinance No. 2020-27 - Second Amendment to the Riverwalk Amended and Restated Master Development Agreement (Case No. 20-40000004)
14. Second Amendment to the Property Exchange and Escrow Agreement (Cardwell Funeral Home Property)
15. Second Amendment to the Economic Development Incentive Agreement
16. License Agreement for Temporary Off-Site Parking at 3571 Ridgewood Avenue (Former Cardwell Funeral Home Property)

D. CITIZEN PARTICIPATION (Agenda)

17. Michael Scudiero - Executive Director Coastal Florida Police Benevolent Association

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

F. COUNCIL COMMENTS

18. Comments/Concerns from Council Members

G. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

19. Report from Port Orange South Daytona Chamber of Commerce

H. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

20. Citizen Advisory Committee for TPO

I. PUBLIC HEARING

21. Second Reading - Ordinance No. 2020-21 - Annexation/4057 Bruner Road
22. First Reading - Ordinance No. 2020-28 - Land Development Code Amendment/Chapter 9, Article II and Chapter 13
23. Second Reading - Ordinance No. 2020-25 - Amending Section 2-267 to Remove the Procurement of Lobbyist Services from the List of Exempt Purchases

J. REGULAR AGENDA

24. Panhandling Discussion
25. First Reading Ordinance No. 2020-29 - Amending Chapter 42, Article II, Section 42-26 Lot maintenance regardless of size
26. Approval of Interlocal agreement with Volusia County Animal Services

K. ADDITIONAL ITEMS

27. City Attorney

28. City Manager

L. COUNCIL COMMITTEE REPORTS

29. City Council Committee Reports

a. First Step Shelter

b. Port Orange/South Daytona Chamber of Commerce

M. ADJOURNMENT

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



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



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

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

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

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

PROCLAMATION

WHEREAS, Novel Coronavirus Disease 2019 (COVID-19) is a severe and acute respiratory illness and can spread among humans through respiratory transmission and causes symptoms similar to those of influenza and in some cases death; and

WHEREAS, on March 13, 2020, President Donald J. Trump issued a Proclamation Declaring a national emergency concerning COVID-19; and

WHEREAS, on March 9, 2020, Governor Ron DeSantis issued Executive Order No. 20-52 declaring a State of Emergency; and

WHEREAS, the County of Volusia declared a State of Emergency on March 13, 2020, which has been extended for additional periods of seven days each effective, March 24, March 31, April 7, April 14, April 21, April 28, May 5, May 12, May 19, May 26, June 2, June 9, June 16, June 23, and June 30; and

WHEREAS, Resolution No. 2020-12 was approved on March 16, 2020, declaring a local state of emergency throughout the City of Port Orange as a result of COVID-19 which continues to exist; and

WHEREAS, on April 29, 2020, Governor DeSantis issued Executive Order No. 20- 112, as modified by Executive Order No. 20-120 on May 9, 2020, and Executive Order No. 20-123 on May 14, 2020, in response to the recommendations set forth in Phase 1 of the plan issued by the Task Force to Re-Open Florida, and adopted a phased approach to remove or decrease certain restrictions imposed pursuant to Executive Order No. 20-91, Safer-at-Home Order; and

WHEREAS, on June 3, 2020, Governor DeSantis issued Executive Order No. 20- 139, moving all counties in Florida, other than Miami-Dade, Broward and Palm Beach Counties into Phase 2 of the plan issued by the Task Force to Re-Open Florida, which Order supersedes Executive Order No. 20-91, the Safer-at-Home Order, and supersedes in part, and extends and modified other provisions of Executive Order No. 20 -112; and

WHEREAS, based on recent information and data from the Florida Department of Health, the number of confirmed cases of COVID-19 in Volusia County has increased significantly since additional re-opening was authorized under Phase 2 of the Governor's Plan for Florida's Recovery, which increase may result in additional deaths; and

WHEREAS, in response to the dramatic increase in COVID-19 cases, the Florida Medical Association, the State's largest physician's organization, encourages all local officials to adopt regulations requiring individuals to wear face coverings in public places; and

WHEREAS, based on advice from medical professionals the number of confirmed cases of COVID-19 in Volusia County and the City of Port Orange will increase exponentially if additional measures to stop the spread or slow the spread of COVID-19 are not instituted; and

WHEREAS, the United States Center for Disease Control and Prevention ("CDC") has expressly found that: COVID-19 spreads mainly from person to person through respiratory droplets produced when an infected person coughs, sneezes or talks. These droplets can land in the mouths and noses of people who are nearby or be inhaled into the lungs. Studies and evidence on infection control report that these droplets usually travel around 6 feet (about two arm's length); and

WHEREAS, the CDC has referenced recent studies that a significant portion of individuals with coronavirus lack symptoms (asymptomatic) and that those who eventually develop symptoms (pre-symptomatic) can transmit the virus to other interacting in close proximity before showing symptoms; and

WHEREAS, the CDC therefore specifically recommends that as businesses and communities reopen, and people resume their daily activities; people should wear face coverings to slow the spread of COVID-19, particularly “in public settings where other social distancing measures are difficult to maintain”; and

WHEREAS, cloth face coverings are relatively inexpensive and readily available as the CDC states that they can be made from household items and provides online guidance for making “do-it-yourself” coverings for people who cannot or do not want to buy one from increasing sources producing and selling coverings; and

WHEREAS, the County of Volusia has instituted a public awareness campaign – Step Up Volusia – to reinforce the continuing need for residents to practice hand-washing, social distancing and the wearing of face coverings; and

WHEREAS, the Mayor of the City of Port Orange is authorized to issue proclamations consistent with the authority provided by the City Charter; and

WHEREAS, mitigating the effects of COVID-19 and protecting the health of its citizens and visitors is a high priority of the City of Port Orange; and

WHEREAS, the Mayor fully supports the recommendation of the CDC that every person, living, working, visiting or doing business in the City of Port Orange should wear face coverings of material that securely covers a person’s nose and mouth and remains affixed in place without the use of one’s hands, whether store-bought or homemade, concurrent with CDC guidelines and for the duration of the declared emergency; and

WHEREAS, the Mayor fully supports the recommendation of the CDC that every person, living, working, visiting or doing business in the City of Port Orange should wear face coverings in any indoor location other than home or residence; and

WHEREAS, the Mayor fully supports the recommendation of the CDC that every person, living, working, visiting or doing business in the City of Port Orange should wear face coverings in any public outdoor location; and

WHEREAS, the Mayor encourages all businesses to prohibit entry of any person who is not wearing a face covering with the exception of:

- Persons under two years of age; and
 - Persons observing social distancing in accordance with CDC guidelines; and
 - Persons for whom a face covering would cause impairment due to an existing health condition;
- and
- Persons working in a business or profession who do not have interactions with the public; and
 - Persons working in a business or profession who maintain social distancing from another person; and

- Persons working in a business or profession where use of face coverings would prevent them from performing the duties of the business or profession; and

–Persons exercising while maintaining social distancing; and

- Persons eating or drinking; and - Public safety, fire, and other life safety and health care personnel, as their personal protective equipment requirements will be governed by their respective agencies; and

- Shall not apply when a person who is hearing impaired needs to see the mouth of someone wearing a face covering in order to communicate.

NOW, THEREFORE, I, Donald O Burnette, Mayor of the City of Port Orange, Florida, do hereby proclaim this month, August 2020, as “Step up Port Orange” month in the City of Port Orange. This month will highlight the necessity of washing hands, maintaining social distancing, and the wearing of face coverings when social distancing is not attainable throughout the CITY OF PORT ORAGNE, as provided above, and I urge all residents and businesses to do the same in order to slow the spread.

IN WITNESS WHEREOF, I hereunto set my hand and cause the seal of the City of Port Orange, Florida, to be affixed this _____ day of August in the year of our Lord, Two Thousand Twenty.

Donald O. Burnette, Mayor
August 1, 2020

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 August 19, 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 August 19, 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.

CITY COUNCIL SPECIAL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
JULY 31, 2020

THE SPECIAL CITY COUNCIL MEETING of the City of Port Orange was called to order by Mayor Donald O. Burnette at 4:00 p.m.

Silent Invocation

Pledge of Allegiance

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

DISCUSSION ITEMS

4. Tropical Storm Isaias Preparations

Mayor Don Burnette read Resolution No. 20-30.

Resolution 20-30

A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA,
DECLARING A STATE OF LOCAL EMERGENCY;
AUTHORIZING THE CITY MANAGER TO EXERCISE
EMERGENCY MANAGEMENT POWERS; RATIFYING
ALL ACTIONS TAKEN IN PREPARATION FOR
HURRICANE ISAIAS; AND PROVIDING FOR AN
EFFECTIVE DATE.

Motion to adopt Resolution No. 20-30 was made
by Vice Mayor Drew Bastian and Seconded by
Council Member Marilyn Ford.

Alan Rosen, Assistant City Manager, provided a presentation and informed Council that both the County and the State have declared a state of emergency. He provided an update on sandbag locations in the City and what the City is doing to prepare including opening the EOC Sunday August 2, 2020. Mr. Rosen answered questions from Council.

Motioned carried unanimously by roll call vote.

ADJOURNMENT - 4:20 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
AUGUST 4, 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.

OPENING

Invocation by Pastor Betty-Jo Foster of Covenant 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
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	Also Present:	City Manager Jake Johansson City Attorney Matthew Jones City Clerk Robin Fenwick
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CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

Robert Reinhausen, citizen, asked questions about Item #8, Historic Tree Removal.

5. Agenda Approval

No changes were requested by Council.

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

6. Approval of Minutes

- a. July 21, 2020 - Regular City Council Meeting
- b. July 28, 2020 - Special City Council Meeting

7. Approval of Historic Tree Removal Request - 5214 Christianity Avenue, Single-Family Residence

8. Historic Tree Removal without a Residential Tree Removal Permit - 817 Lafayette Street, Two-Family Residence

9. Intent to Award - ITB 20-01 to Gregori Construction Inc of Titusville for Citywide Stormwater Improvements

Motion to approve the Consent Agenda as presented was made by Council Member Chase Tramont and Seconded by Council Member Scott Stiltner. Motion carried unanimously by roll call vote.

CITIZEN PARTICIPATION (Non-Agenda – 20 minutes)

Michael Guillerm, Port Orange Police Officer, spoke regarding the recent crimes and the fair wage he and other officers are requesting.

Mr. Reinhagen expressed his concerns for people suffering from COVID-19 who are out of work and not able to collect unemployment because of flaws in the system. He asked Council to go to Tallahassee to talk to our representatives.

COUNCIL COMMENTS

10. Comments/Concerns from Council Members

Council Member Chase Tramont provided concerns he has heard from citizens and businesses regarding the length of time to process a permit. He asked for a presentation or other information from the permitting department. Jake Johansson, City Manager, provided details of the process and stats. He can provide comparison data of other cities, as well.

SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

11. Report from KemperSports on the Cypress Head Golf

Bob Duquette, General Manager, provided details on the golf course for the quarter and answered questions from Council.

PUBLIC HEARING

12. Second Reading - Ordinance No. 2020-19 - Third Amendment to the Woodhaven PUD Master Development Agreement (Case No. 20-40000003)

Mayor Don Burnette read Ordinance No. 2020-19.

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.

Motion to adopt Ordinance No. 2020-19 was made by Vice Mayor Drew Bastian and Seconded by Council Member Chase Tramont. Motion carried unanimously by roll call vote.

13. Second Reading - Ordinance No. 2020-20 - First Amendment to the New Port Apartments Planned Unit Development Master Development Agreement (Case No. 20-40000002)

Mayor Don Burnette read Ordinance No. 2020-20.

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.

Motion to adopt Ordinance No. 2020-20 was made by Vice Mayor Drew Bastian and Seconded by Council Member Chase Tramont. Motion carried unanimously by roll call vote.

14. Second Reading - Ordinance No. 2020-24 - Land Development Code Amendment/Chapter 20 - Ridgewood Corridor Targeted Businesses (Case No. 20-25000003)

Mayor Don Burnette read Ordinance No. 2020-24.

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.

Motion to adopt Ordinance No. 2020-24 was made by Vice Mayor Drew Bastian and Seconded by Council Member Chase Tramont. Motion carried unanimously by roll call vote.

REGULAR AGENDA

15. Resolution No. 20-29 - FY21 - FY26 Capital Improvements Plan

Mayor Don Burnette read Resolution No. 20-29.

RESOLUTION NO. 20-29

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING A SIX YEAR CAPITAL IMPROVEMENT PROGRAM FOR THE CITY OF PORT ORANGE FOR FY 2021 - FY 2026; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Resolution No. 20-29 was made by Vice Mayor Drew Bastian and Seconded by Council Member Chase Tramont.

Dr. Scott Neils, Finance Director, provided details on the unfunded 317 fund items and answered questions of Council. These items will be paid for from the fund balance.

Citizens spoke against funding projects such as sidewalks that can wait another year in favor of more funding for wages, specifically in the public safety departments.

Council Member Scott Stiltner explained the need to move forward with parking lot improvements and sidewalk repairs.

Motion carried unanimously by roll call vote.

16. Approval of Fourth of July Date Change and Carryover of Funding

Discussion was held regarding the options with Susan Lovallo, Parks & Recreation Director, providing details.

Motion to cancel the event until 2021 was made by Vice Mayor Drew Bastian and Seconded by Council Member

Chase Tramont. Motion carried
unanimously by roll call vote.

17. Nomination of a FLC Voting Delegate

Mayor Don Burnette volunteered to represent the City Council again this year for their virtual meeting.

Motion to nominate Mayor Don Burnette as the FLC Voting Delegate was made by Council Member Scott Stiltner and Seconded by Vice Mayor Drew Bastian. Motion carried unanimously by roll call vote.

18. Approval of the Interlocal Agreement on Local Option Fuel Tax

Motion to approve a one-year extension of the interlocal agreement for distribution of local option fuel tax was made by Vice Mayor Drew Bastian and Seconded by Council Member Scott Stiltner.

Mr. Johansson provided details regarding the local option fuel tax distribution. He recommends approval by Council as it's the best option provided by the Committee.

Motion carried 3-2 by roll call vote with Council Members Tramont and Stiltner voting no.

ADDITIONAL ITEMS

19. City Attorney

There was nothing further.

20. City Manager

There was nothing further.

COUNCIL COMMITTEE REPORTS

21. City Council Committee Reports

- a. ArtHaus - Council Member Marilyn Ford provided an update.
- b. River to Sea TPO - Council Member Scott Stiltner said they did not meet.

ADJOURNMENT - 8:10 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 8/19/2020

Consent item: Yes

SUBJECT: (B8a) Approval of the Port Orange/South Daytona Chamber of Commerce Services Agreement

DEPARTMENT: City Manager

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve the Services Agreement with Port Orange/South Daytona Chamber of Commerce.

SUMMARY: The Port Orange/South Daytona Chamber of Commerce ("The Chamber") provides economic development and preservation services by contract with the City of Port Orange in the amount of \$20,000 annually. The current contract expires on September 30, 2020.

City staff recommends approval of a new contract with the Chamber for the same annual amount of \$20,000. The draft contract is attached to this item and is for a three year period beginning on October 1, 2020 and ending on September 30, 2023. As per the draft contract, this agreement can be terminated by either party with 30 days written notice.

Project No.: Funding Account No.:

Presenter: Alan Rosen

ATTACHMENTS:

1.	POSD Chamber Service Agreement 2020-2023 2	POSD Chamber Service Agreement 2020-2023 2.pdf
2.	CHAMBER SERVICES AGREEMENT FY 2018 3 YEARS EXECUTED	CHAMBER SERVICES AGREEMENT FY 2018 3 YEARS EXECUTED.pdf
3.	DOC041	DOC041.pdf

Alan Rosen
Scott Neils
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 5/26/2020
Approved - 5/27/2020
Approved - 8/7/2020
Approved - 8/7/2020
Final Approval - 8/7/2020

CHAMBER SERVICES AGREEMENT

This Agreement is made this _____ day of August, 2020 by and between the **City of Port Orange**, a Florida municipal corporation (hereinafter “**City**”) and the **Port Orange/South Daytona Chamber of Commerce**, a Florida not-for-profit corporation (hereinafter “**Chamber**”) and in consideration of the mutual conditions and covenants contained herein, the parties agree as follows:

1. Services. The Chamber shall provide the services as outlined on Attachment A, which are hereby incorporated by reference and made a part of this Agreement.

2. Term. This Agreement shall be for a term of three (3) years commencing on October 1, 2020 and ending on September 30, 2023.

3. Compensation. The City shall pay the Chamber for the work performed hereunder the total sum of \$20,000.00 annually. Such compensation shall be payable annually during the term of this agreement in the first week of November (2020, 2021 and 2022).

4. Termination. Either party may terminate this Agreement thirty (30) days after receipt by the other party of written notice of intent to terminate. In the event of a termination of this agreement by either party, the Chamber shall provide the City a refund of the compensation prorated monthly.

5. Governing Law and Venue. This Agreement, the rights and obligations of the parties hereto, any and all claims or disputes relating thereto, shall be exclusively governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall exclusively be in the state courts of competent jurisdiction sitting in Volusia County, Florida.

6. Indemnity. The Chamber will indemnify and hold harmless the City from and against all claims, damages, injuries, liabilities, losses and expenses, including reasonable attorney’s fees and costs, arising out of or resulting from the performance of its operations under this Agreement.

7. Notices. All notices required to be given by either party shall be in writing addressed to the other party as follows, and delivered by certified mail, return receipt requested, or in person:

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

CHAMBER: President
Port Orange/South Daytona Chamber of Commerce, Inc.
3431 Ridgewood Avenue
Port Orange, FL 32119

8. Contract Administration. The assistant city manager shall perform contract administration of this Agreement.

9. Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

10. Severability. In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained in this Agreement.

11. Waiver. No waiver of any breach of any agreement or provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach of this Agreement. No extension of time or performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act.

12. Entire Agreement. This Agreement represents the entire agreement of the parties with respect of the subject matter of this Agreement, and all other prior agreements, written or oral, are hereby merged in this Agreement and are of no further force of effect. This Agreement may not be changed orally, but only by agreement in writing, signed, by the party against whom enforcement of any waiver, change, modification or discharge is sought.

13. Interpretation. It is the express agreement of the parties under the circumstances calling for the construction of interpretation of any of the provisions or terms herein, that this Agreement shall not be construed against a party by reason of responsibility for its drafting.

City of Port Orange

Port Orange/South Daytona
Chamber of Commerce

By: _____
Donald O. Burnette, Mayor

By: _____
Debbie Connors, President

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

And: _____
Jennifer Card, Chairman of the Board

Date: _____

Date: _____

ATTACHMENT A SERVICES TO BE PROVIDED

The following list of services are grouped into goal areas and include measures that are to be reported quarterly

Provide technical assistance to the City on issues impacting economic development and small business

1. Work with the City, Team Volusia and the Volusia County Business Development Corporation to retain businesses and follow up on business prospects visiting the area.
 - Activities with Team Volusia and VCBDC to enhance recruitment and retention efforts
2. Organize business owners and coordinate advisory task forces to work with the City at the City's request on issues impacting small businesses. Assist the City in reviewing issues directly affecting the business community. Participate in the City's activities to promote economic development in the Ridgewood corridor. Work with the Port Orange Community Development Director to update and accomplish the Ridgewood Corridor Plan adopted by the City.
 - Specific activities to promote development on the Ridgewood Corridor and address issues affecting the business community.
3. Recruit members for involvement in City committees, boards and activities affecting growth and development in the area.
 - Chamber provided information to members when vacancy exists.

Provide technical assistance to businesses and the public on issues impacting economic development and small business

1. Conduct monthly visits to local businesses within Port Orange to offer assistance and resources. Update current Business Resource Guide and distribute to local businesses.
 - Number of City businesses visited and Resource Guides distributed.
2. Conduct small business development seminars or programs to assist area businesses. In conjunction with the City, develop and cosponsor at least one (1) conference or seminar for small businesses interested in: providing services to the City, learning about the City's permitting processes, or other issues pertaining to enhancing the relationship between the City and the business community.
 - Number of small business seminars conducted

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 - Did the Chamber provide copies of the monthly newsletters to the Mayor, City Council, and City Manager?
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 - Number of informational materials distributed

Foster continuous communication with the City

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 - Number of reports provided to City Council
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 - Number of meetings with City Manager and Council Liaison
5. Provide at least two (2) forums annually for the business community to meet with local elected officials.
 - Number of forums provided for business community to meet local elected officials

CHAMBER SERVICES AGREEMENT

This Agreement is made this 5th day of ~~August~~ ^{Sept.}, 2017 by and between the **City of Port Orange**, a Florida municipal corporation (hereinafter "**City**") and the **Port Orange/South Daytona Chamber of Commerce**, a Florida not-for-profit corporation (hereinafter "**Chamber**") and in consideration of the mutual conditions and covenants contained herein, the parties agree as follows:

1. Services. The Chamber shall provide the services as outlined on Attachment A, which are hereby incorporated by reference and made a part of this Agreement.

2. Term. This Agreement shall be for a term of three (3) years commencing on October 01, 2017 and ending on September 30, 2020.

3. Compensation. The City shall pay the Chamber for the work performed hereunder the total sum of \$20,000.00 annually. Such compensation shall be payable annually during the term of this agreement in the first week of November (2017, 2018 and 2019).

4. Termination. Either party may terminate this Agreement thirty (30) days after receipt by the other party of written notice of intent to terminate. In the event of a termination of this agreement by either party, the Chamber shall provide the City a refund of the compensation prorated monthly.

5. Governing Law and Venue. This Agreement, the rights and obligations of the parties hereto, any and all claims or disputes relating thereto, shall be exclusively governed by and construed in accordance with the laws of the State of Florida. Venue for any dispute under this Agreement shall exclusively be in the state courts of competent jurisdiction sitting in Volusia County, Florida.

6. Indemnity. The Chamber will indemnify and hold harmless the City from and against all claims, damages, injuries, liabilities, losses and expenses, including reasonable attorney's fees and costs, arising out of or resulting from the performance of its operations under this Agreement.

7. Notices. All notices required to be given by either party shall be in writing addressed to the other party as follows, and delivered by certified mail, return receipt requested, or in person:

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

CHAMBER: President
Port Orange/South Daytona Chamber of Commerce, Inc.
3431 Ridgewood Avenue
Port Orange, FL 32119

8. Contract Administration. The assistant city manager shall perform contract administration of this Agreement.

9. Headings. Section and other headings contained in this Agreement are for reference purposes only and are not intended to describe, interpret, define, or limit the scope, extent, or intent of this Agreement or any provision hereof.

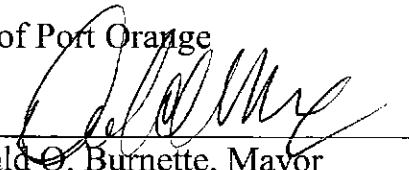
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11. Waiver. No waiver of any breach of any agreement or provision in this Agreement shall be deemed a waiver of any preceding or succeeding breach of this Agreement. No extension of time or performance of any obligation or act shall be deemed an extension of time for performance of any other obligation or act.

12. Entire Agreement. This Agreement represents the entire agreement of the parties with respect of the subject matter of this Agreement, and all other prior agreements, written or oral, are hereby merged in this Agreement and are of no further force of effect. This Agreement may not be changed orally, but only by agreement in writing, signed, by the party against whom enforcement of any waiver, change, modification or discharge is sought.

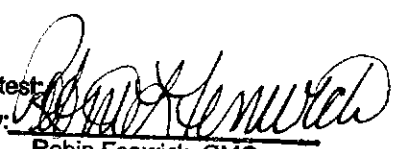
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City of Port Orange

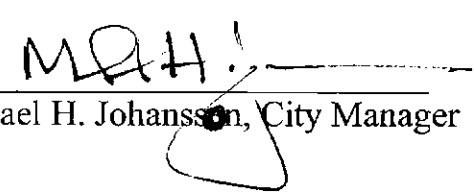
By: 

Donald O. Burnette, Mayor

Attest:

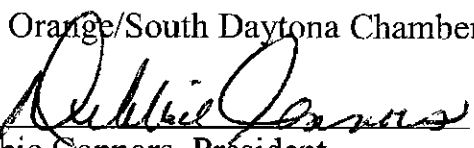
By: 

Robin Fenwick, CMC
Port Orange City Clerk

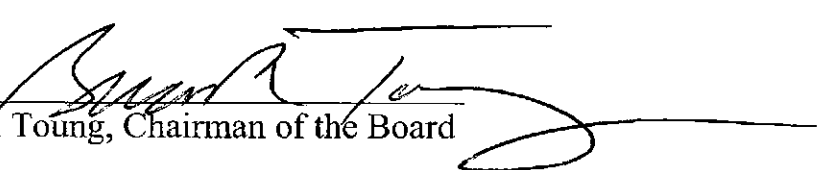
And: 

Michael H. Johansson, City Manager

Port Orange/South Daytona Chamber of Commerce

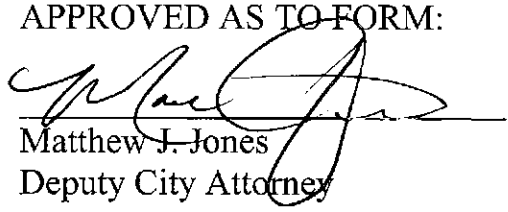
By: 

Debbie Connors, President

And: 

Brian Toung, Chairman of the Board

APPROVED AS TO FORM:


Matthew J. Jones

Deputy City Attorney

ATTACHMENT A SERVICES TO BE PROVIDED

The following list of services are grouped into goal areas and include measures that are to be reported quarterly

Provide technical assistance to the City on issues impacting economic development and small business

1. Work with the City, Team Volusia and the Volusia County Business Development Corporation to retain businesses and follow up on business prospects visiting the area.
 - Activities with Team Volusia and VCBDC to enhance recruitment and retention efforts
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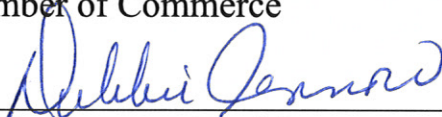
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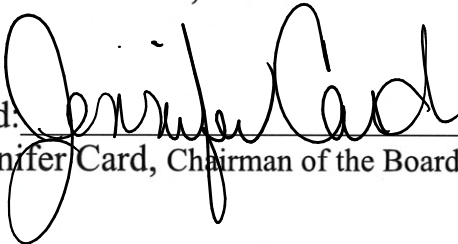
By: _____
Donald O. Burnette, Mayor

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

Date: _____

Port Orange/South Daytona
Chamber of Commerce

By:  _____
Debbie Connors, President

And:  _____
Jennifer Card, Chairman of the Board

Date: _____

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CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 8/19/2020

Consent item: Yes

SUBJECT: (B8b) Intent to Award Purchase Contract for New Brush Truck to Ten-8 Fire Equipment

DEPARTMENT: Fire/Rescue Services

GOAL:

RECOMMENDED MOTION: Move to approve the contract with Ten 8 Fire Equipment and authorize the Mayor and City Clerk to execute all necessary documents.

SUMMARY: The goal of this project is to replace an antiquated brush attack vehicle which has reached the end of its useful life. The vehicle was originally manufactured in Europe and parts for repairs have become increasingly more difficult to obtain and the cost of maintenance has significantly increased. The primary purpose of this Brush / Tender is to protect the well fields, a critical infrastructure, in the event of a large brush fire that would threaten the water supply of Port Orange and surrounding communities. In addition, the vehicle will be used as a tender to supply water to areas when water supply fails or that do not have ample water supplies established (ex. I-95).

Project No.: Funding Account No.: 600000: Capital Outlay

Presenter: Ken Fustin

ATTACHMENTS:

1.	Ten-8 Standard Contract for Services with City of Port Orange	Ten-8 Standard Contract for Services with City of Port Orange.pdf
2.	ITB-20-10-Brush-Truck-NOTICE-of-INTENT-71620	ITB-20-10-Brush-Truck-NOTICE-of-INTENT-71620.pdf
3.	ITB 20-10 Brush Truck Bid Tabulation Sheet FINAL 7.15.20	ITB 20-10 Brush Truck Bid Tabulation Sheet FINAL 7.15.20.xlsx
4.	ITB 20-10 Brush Truck Ten-8 Submittal 7.15.20	ITB 20-10 Brush Truck Ten-8 Submittal 7.15.20.pdf
5.	Addendum-No-1-FINAL-ITB-20-10-Brush-Truck-7720	Addendum-No-1-FINAL-ITB-20-10-Brush-Truck-7720.pdf
6.	ITB-20-10-Brush-Truck-FINAL-6820	ITB-20-10-Brush-Truck-FINAL-6820.pdf
7.	Affidavit Port Orange	Affidavit Port Orange.pdf
8.	D Certificate of Insurance	D Certificate of Insurance.pdf
9.	Leased Employee Affidavit Exhibit	Leased Employee Affidavit Exhibit.pdf
10.	20-21 Blnkt primary Auto IA	20-21 Blnkt primary Auto IA.pdf
11.	Auto Waiver	Auto Waiver.pdf

12.	Ten-8 GL AL UL 7.30.2021 WC 1.1.2021	Ten-8 GL AL UL 7.30.2021 WC 1.1.2021.pdf
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Krista Williams	Created/Initiated - 8/4/2020
Ken Fustin	Approved - 8/4/2020
James Tillman	Approved - 8/5/2020
Lupe Reyna-Coffin	Approved - 8/5/2020
Scott Neils	Approved - 8/5/2020
Matthew Jones	Approved - 8/5/2020
Jake Johansson	Approved - 8/5/2020
Robin Fenwick	Final Approval - 8/5/2020



CITY OF PORT ORANGE STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2020, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **TEN-8 FIRE EQUIPMENT, INC.**, a Florida corporation whose principal address is 2904 59th Avenue Drive East, Bradenton, Florida 34203 ("Contractor"). The City and Contractor are collectively referred to herein as the "Parties."

1. Contract Documents and Provision of Services

- (a) The Contractor hereby agrees to furnish and deliver to the City a new 2021 Brush Truck, pursuant to Intent to Bid 20-10, Addenda, and Contractor's proposal. This Contract together with the Intent to Bid 20-10 ("ITB 20-10"), Addenda, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written contract between the City and Contractor. For convenience, Section 3, Scope of Services, of ITB 20-10, Contractor's Schedule of Unit Prices, and the Bid Tabulation as submitted by Contractor in Contractor's Proposal, are attached hereto as **Exhibit "1"**. A complete copy of ITB 20-10, Addenda, and Contractor's Proposal are available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

Term: The term of this Contract shall be effective on the last date the Contract is signed by the Parties ("Effective Date"). Work shall commence upon issuance of a written Notice to Proceed executed by the City and shall continue for a period of Three Hundred Sixty-Five (365) days (the "Term").

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

Time and Essence: Contractor acknowledges that time is of the essence for the Purchase Order(s) or Notice to Proceed issued hereunder.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a written Notice to Proceed and a written Purchase 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.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit up to but not to exceed Three Hundred Ninety-Seven Thousand Six Hundred Twenty-One and 00/100 Dollars (\$397,621.00). The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents. The following forms, attached as Exhibit "2," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

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

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

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

6. Termination for Convenience of the City

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

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

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

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

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

(e) The Finance Director, with the approval of the City Manager, shall pay from the using department's budget, reasonable costs of termination, including a reasonable amount for profit on supplies or services delivered or work completed. In no event shall this amount be greater than the original contract price, reduced by any payments

made prior to Notice of Termination, and further reduced by the price of the supplies not delivered or the services not provided. This Contract shall be amended accordingly, and the Contractor shall be paid the agreed amount.

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

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

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

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

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. Additional Warranties. As to the general warranties contained herein, Contractor further expressly warrants the materials and workmanship as required in ITB 20-10 and as provided in Contractor's Proposal.

14. 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 and as required in ITB 20-10.

(b) 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.

15. 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.

16. 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.**

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

18. Order of Precedence. In the event of any conflict between the terms of this Standard Contract for Services, ITB 20-10, Addenda, and the Contractor's Proposal, the order of precedence shall be this Standard Contract for Services, followed by Addenda, if any, ITB 20-10, and then Contractor's Proposal to the solicitation.

19. 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.

20. 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: Ken Fustin, Fire Chief
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5902

Contractor: Ten-8 Fire Equipment, Inc.
Attention: B. Keith Chapman, President/CEO
2904 59th Avenue Drive East
Bradenton, Florida 34203
(800) 228-8368 – Telephone
kchapman@ten8fire.com

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

21. 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.

22. 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:

TEN-8 FIRE EQUIPMENT, INC.

Printed Name: _____

By: _____

B. Keith Chapman, President

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2020, by B. Keith Chapman, as President of Ten-8 Fire Equipment, Inc., a Florida corporation. He or she is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Florida

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 _____, 20____, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

EXHIBIT “1”

Contractor’s Schedule of Unit Prices, BID Tabulation and Scope of Work

Consisting of 28 Pages



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

Bid Form
CITY OF PORT ORANGE
ITB #20-10
BRUSH TRUCK

Completed Attachment 1 Bid Proposal form **MUST** be included with Bid Submission
Instruction: Save and complete Attachment from DemandStar or City of Port Orange website:
Bidders are required to complete all fields shaded in green.

	NAME OF BUSINESS:	Ten-8 Fire Equipment, Inc.
	CONTACT PERSON:	Stacey Abraham
	EMAIL ADDRESS:	sabraham@ten8fire.com
	AUTHORIZED SIGNATURE:	
ITEM #		
1	Brush Truck, NWCG Type 6, Wildland Engine, International HV507 SF 4-Door, Diesel 6 x 6 Chassis, Flatbed 168" Aluminum Body Brush Truck	\$ 397,621. ⁰⁰ -
2	Extended Warranty: Cost of additional warranty period beyond the warranty identified within specification in Section 3 Add cost here and include details on separate sheet	\$ N/A -
3	Delivey time <u>in days</u> after receipt of Purchase Order	365 DAYS

Three hundred ninety seven thousand, six hundred twenty one dollars.



OPENING DATE/TIME: July 15, 2020 @ 2:30PM

Bid Tabulation

ITB #20-10

Brush Truck

		Ten-8 Fire Equipment, Inc.			
		Bradenton, FL			
ITEM #	DESCRIPTION	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	Brush Truck, NWCG Type 6, Wildland Engine, International HV507 SF 4-Door, Diesel 6 x 6 Chassis, Flatbed 168" Aluminum Body Brush Truck	\$ 397,621.00	\$ -	\$ -	\$ -
2	Extended Warranty: Cost of additional warranty period beyond the warranty identified within specification in Section 3	N/A	\$ -	\$ -	\$ -
	TOTAL BID:	\$ 397,621.00	\$ -	\$ -	\$ -
	Confirm the number of delivery days upon receipt of PO:	365 DAYS	_____ DAYS	_____ DAYS	_____ DAYS
	Required Forms Submitted:	YES			
	Bid Bond Submitted:	YES			
	Responsive & Responsible Bidder:	YES			

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

SECTION 3 – SCOPE of WORK

Purpose

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (contractor/vendors) for the provision for purchase a New 2021 BRUSH TRUCK for the City of Port Orange.

Chassis Operation Manual (see also Section 6 - SPECIAL CONDITIONS)

The chassis manufacturer shall provide one (1) operational manual. This manual may be in either a notebook type binder, with reference tabs and a USB thumb drive and/or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

Fire Pump Operational Manual (see also Section 6 - SPECIAL CONDITIONS)

A fire pump service, instruction, and operational manual shall be supplied. This manual may be in either a notebook type binder, with reference tabs and a USB thumb drive and/or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

Foam System Operational Manual (see also Section 6 - SPECIAL CONDITIONS)

A foam system service, instruction, and operational manual shall be supplied. This manual may be in either a notebook type binder, with reference tabs and a USB thumb drive and/or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

Apparatus Operational Manuals (see also Section 6 - SPECIAL CONDITIONS)

The chassis manufacturer shall provide one (1) operational manual. This manual may be in either a notebook type binder, with reference tabs and a USB thumb drive and/or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

PAINT COLORS

- 1) Cab Color: Pierce #90 Red
- 2) Cab Secondary Color: N/A
- 3) Description: Solid Pierce #90 Red
- 4) Bumper Color: Black Bed Liner
- 5) Wheel Color: Black
- 6) Body Color: Polished Aluminum
- 7) Cab and Side Protection Bars: Black Bed Liner
- 8) Headache Rack: Black Bed Liner

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CHASSIS SPECIFICATIONS

One (1) International HV507 Series, six wheel drive 6x6, four (4) door cab and chassis GVWR: 60,000lbs.

Frame: steel reinforced single channel type, with liner

Frame: Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL,

Frame Reinforcement: Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm),

Tow Hooks: front

Front Driving Axle: 16,000-lb Capacity, with Hub Piloted Wheel Mounting Front Suspension: 16,000lbs.

Front Tires: two (2) 425 Michelin tires, 65 MPH, All-Position Front Wheels: steel disc wheels

Mud Flaps: The mud flaps shall be installed behind front and the rear wheels.

Transfer Case: Meritor T-4213 2, 2 Spd, 13,000 lb/ft Total Capacity, With Electric Over Air Control

Rear Axle: Meritor MT-40-14X-4DCR Single Reduction, 40,000-lb Capacity, w/.433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends . Gear Ratio: 5.29

Rear Suspension: Hendrickson RT-403 Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Multileaf Springs, with Rubber Center Bushing

Rear Tires: four (4) 425 Michelin tires, 65 MPH, All-Position Rear Wheels: four (4) Steel disc wheels

Gear Ratio: 5.29

Air Brake System: equipped with air-operated brakes and an anti-lock braking system (ABS), air dryer, manual air tank drains

Engine: Navistar Cummins L9 380 EPA 2017, 380HP @ 2000 RPM, 1150 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed, 380 Peak HP (Max), (RATED FOR EMERGENCY VEHICLES ONLY)

Engine Exhaust Brake: Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger

Cooling System: -30 degrees Fahrenheit Exhaust System: vertical mounted, right side Fuel Tank: left side step tank 50-gallon

Fuel Filter: fuel/water with dash mounted alarm, indicator light

Transmission: Allison 3000EVS_P 4th Generation Controls; Close Ratio, 5-Speed; With Overdrive Oil Level

Sensor, With Provision for PTO, Less Retarder, Max. GVW N/A

Steering: Power

Batteries: International Maintenance-Free Fleetrite Maintenance-Free, (3) 12-Volt 2850CCA Total, Top Threaded Stud Alternator: Leece-Neville BLP4006HN Brushless, 12 Volt 325 Amp. Capacity, Pad Mount, with Remote Sense

Cab: Four (4) door, with tilting fiberglass front hood assembly Cab accessories and features shall include:

- 1) Factory tinted glass in all windows
- 2) Amber DOT edge of roof clearance/marker lights
- 3) Gray interior trim with vinyl upholstery
- 4) Gray vinyl floor mat
- 5) Dual sun visors
- 6) Electric windshield washer, power windows and door locks
- 7) Electric windshield wipers with two speed switch with wash and intermittent
- 8) Exterior handrails at each cab door
- 9) High output heater and defroster system with electronic controls
- 10) Dual electric horns
- 11) Halogen headlights
- 12) Front turn signal lamps

Cab Paint: Pierce #90 Red Wheel Color: Black

Climate Control: heater, defroster, and air conditioning

Cab Mirrors: two (2) extended style mirrors, with convex mirrors Cab Instruments: standard metric

Driver's Seat: National 2000} National Fire Protection Association (NFPA) Compliant, Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjust

Front passenger's seat: National 2000} NFPA Compliant, Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Angle Adjust

Rear passenger seat: National BENCH; Full Width; Vinyl, with Fixed Back and Two Integral Outboard

Headrests Front Seat Belts: 3-Point, Lap and Shoulder Belt Type

Rear Seat Belts: (3) Two 3-Point Shoulder Belts for Driver and Outer Passenger and One 2- Point Lap Belt for Center Passenger

Printed Manuals: one (1) printed chassis operation manual

CHASSIS EQUIPPED PTO OUTPUT

The chassis transmission shall be equipped with the factory PTO output provisions.

BUMPER EXTENSION

There shall be a custom fabricated steel bumper extension that extends the bumper 24" forward of its original position. It shall be fastened with grade 8 hardware.

BUMPER PLATFORM

There shall be a 24" polished aluminum diamond plate from the OEM grill to rear of the bumper extension and it shall be properly supported to hold up to 250lbs.

FRONT BUMPER

The factory bumper shall be removed and replaced with a custom fabricated, heavy duty aluminum bumper and grille guard protection assembly.

The bumper and grille guard shall be sprayed with black bed liner.

FRONT BUMPER SKID PLATE

A .3125" skid plate will be installed from the bumper area extending below the bumper extension and chassis radiator area.

TRANSFER CASE SKID PLATE, LONG

A removable heavy .250" aluminum skid plate assembly shall be installed to protect the oil pan and transfer case.

CAB PROTECTION/ENTRY STEPS, CUSTOM

Each side of the 4-door cab shall have protection rails designed to protect the cab from damage off road. The rails shall also serve as cab entry steps. They shall be made of 2" sch 40 steel tubing, and be mounted to the chassis frame. The step portion shall be made of 1/4" x 1" expanded metal.

The cab bars shall be sprayed with Black bed liner.

CAB PROTECTION BARS, 4 DOOR

The upper portion of the 4-door chassis cab shall have custom fabricated protection bars, one (1) each side. The armor shall be made of 2" sch 40 steel tubing, and shall attach to the headache rack and bumper/grille guard. The tubing shall be flexibly mounted at each end to allow chassis flex while operating off road.

The cab bars shall be sprayed with Black bed liner.

CUSTOM FABRICATED CONSOLE AND SWITCH PANEL

A custom fabricated poly (plastic) electrical console and enclosure shall be located between the driver's and passenger's seats. It shall house the siren, switches, cup holder, and auxiliary equipment.

REAR RECEIVER

The rear of the chassis shall be equipped with one (1) square steel tube receiver assembly for high or low angle rescue, trailer use, and winch applications. It shall be the same size as a Class III trailer hitch and shall be attached to the chassis frame assembly. The receiver shall be rated at approximately 10,000lbs.

The rear receiver assembly shall be equipped with two (2) heavy duty rear tow loops, one (1) each side.

FIRE PUMP SPECIFICATIONS

NFPA 1901 COMPLIANT PUMP

The Darley LSP 750 gpm fire pump and related plumbing on the specified apparatus shall be installed in accordance with applicable NFPA 1901 guidelines at the time the contract was placed.

SIDE DESIGN PUMP OPERATOR'S PANEL & MODULE SIDE PANEL MODULE

A pump operator's side panel pump module shall be provided. It shall be assembled and mounted independently from both the chassis and the body to properly allow sufficient flexing and prevent component fatigue. The pump operator's panel shall measure 28". The pump module width shall be 72" with an overall width at the running board edges of 96". The module shall be constructed using aluminum square tubing and shall be fully welded. The welded ends of the tubing shall be chamfered prior to welding and shall be ground smooth prior to finishing. Due to the importance of the strength of this welded assembly, bolted together module designs shall not be accepted.

SIDE PANELS STAINLESS STEEL

The pump compartment module shall have left and right side pump panels constructed of stainless steel sheets. The side pump panels shall be removable.

GAUGE PANEL STAINLESS STEEL

The pump operator's upper gauge panel shall be located on the left side of the pump module above the main control panel and shall be vertically hinged. It shall be constructed from stainless steel and shall include two push button type latches.

ACCESS PANEL STAINLESS STEEL

There shall be a vertically hinged upper access panel located above the main pump panel on the right side of the unit. It shall be constructed from stainless steel and have two push button type latches.

COLOR CODED LABELS

A set of color coded and function described labels shall be provided on the pump panels for the pump operator's controls, gated inlets, discharge outlets, drains, intake gauge, and pressure gauges (as applicable). The labels shall be a high quality plastic material with a durable adhesive on the back.

PUMP PANEL LIGHT SHIELD - LEFT

One (1) polished, extruded aluminum light shield assembly shall be provided above the left side pump panel area. There shall be a minimum of two (2) weather resistant lights installed within the shield. A switch located on the pump operator's panel shall be provided to activate the lights.

PUMP PANEL LIGHT SHIELD - RIGHT

One (1) polished, extruded aluminum light shield assembly shall be provided above the right side pump panel area. There shall be a minimum of two (2) weather resistant lights installed within the shield. A switch located at the pump operator's panel shall be provided to activate the lights.

PUMP COMPARTMENT LIGHTS

Two (2) 5" round dome style lights shall be provided inside the pump compartment area. Each shall be switched on the light itself.

RUNNING BOARDS

Running boards shall be installed on each side of the pump compartment module. The running boards shall be constructed of 1/8" embossed fire apparatus bright aluminum treadplate. Each shall be a minimum of approximately 12" deep x the width of the side panel module. The running boards shall have a 1-1/4" upward bend on the inside edge to act as a kick plate.

The aluminum treadplate shall meet recommendations for slip resistant surfaces at the time of proposal.

The running boards shall be attached to a frame mounted outrigger support structure. Each running board to have a 3" downward bend on the front and side faces with a 1" underside return for superior strength.

SINGLE STAGE FIRE PUMP

The pump shall be a Darley LSP single stage fire pump, capable of 500 gpm up to a 1000 gpm rating.

Power to drive the pump shall be provided by a transmission PTO. The pump shall be midship mounted and designed to operate through a transmission PTO. This installation does allow for pump and roll operation.

The pump casing shall be a fine grain cast iron alloy, vertically split, with a minimum 40,000 psi tensile strength and bronze fitted.

The pump shall contain a cored heating jacket feature that, if selected, can be connected into the vehicle antifreeze system to protect the pump from freezing in cold climates as well as cooling the vehicle chassis engine.

The impeller shall be a high strength bronze alloy of a radial flow design for high suction lift capacity, accurately balanced and splined to the pump shaft for precision fit and durability.

The seal rings shall be renewable, double labyrinth, wrap around bronze type.

The pump shaft shall be precision ground stainless steel with long wearing, very hard, chrome oxide coating under the packing glands. A mechanical seal is also available if desired. The shaft shall be splined to receive broached impeller hubs, for greater resistance to wear, torsional vibration, and torque imposed by engine.

A stuffing box shall be provided and shall be of the plunger injection style, utilizing a plastallic composite packing equalizing pressure around the shaft. Packing shall be renewed by removing the plunger, inserting the packing, and reinstalling the plunger. This packing design shall be provided to minimize friction, heat generation, and apparatus down time. This feature is designed to allow replacement and/or adjustment of packing within a 15-minute period.

Due to the advantages of the above packing feature, rope or braid type packing gland designs are not acceptable. A silicon carbide mechanical seal is acceptable for the above.

The bearings provided shall be heavy duty, deep groove, radial-type ball bearings. They shall be oversized for extended life. The bearings shall be protected at all openings from road dirt and water splash with oil seals and water slingers.

The transmission case shall be heavy duty cast iron alloy with adequate oil reserve capacity for low operating temperatures. A magnetic drain plug shall be provided.

The gears shall be cut from high strength alloy steel, heat treated, precision ground and carburized.

A discharge manifold, as supplied as part of the pump by the pump manufacturer, shall include a discharge head check valve assembly to allow priming of the pump from draft with discharges open and caps off, and to prime faster than designs that require the air to be evacuated from the discharge manifold.

Discharge outlets shall have extensions with companion flange openings to allow ease of service.

The pump priming system, heat exchanger system, discharge and suction valves, relief valves, and master drain shall be as detailed elsewhere in these specifications.

Two (2) manuals covering the fire pump, pump transmission and selected options of the fire pump shall be provided with the apparatus.

PUMP CERTIFICATION

The fire pump shall be tested to meet the flow requirements of the pump installed on the apparatus. A written certification shall be provided with the completed vehicle.

STANDARD PUMP MODULE UL RATING 750 GPM

ELECTRIC PRIMER-Darley

The fire pump priming system shall consist of one (1) 12V positive displacement type rotary vane primer of a fluid less design.

A single, push-pull control shall be located on the pump operator's panel with a "Pull to Prime - Push to Close" label. The primer shall not require a lubrication tank nor any lubrication including water. The priming pump shall be constructed of heat treated aluminum and hard coat anodized.

The pump priming system shall include a light to indicate when the pump priming system has been activated. The light shall be red in color and shall be labeled "WARNING - Primer Engaged".

PRESSURE GOVERNOR

A Darley "AUTO CONTROL" electronic pressure governor and engine monitoring system shall be installed on the pump operators control panel. The governor shall be configured to operate with the chassis engine.

It shall regulate engine RPM to maintain a consistent pressure out of the water pump over a wide range of outgoing flows. The unit shall operate in both RPM and PSI modes.

The 6-1/2" x 7-1/2" control unit shall include the following features:

DISPLAY:

--A 4-digit LED readout for pump discharge pressure.

--A 4-digit LED readout for pump intake pressure.

--A 20 segment LED bar graph for the pressure or RPM setting.

--A 4-digit readout for engine RPMs.

--"Throttle Ready" green LED.

--Three (3), 10 segment bar graphs for battery voltage, engine oil pressure, and engine temperature. The bar graph display shall flash if low voltage, low oil pressure, or high engine temperature condition occurs.

FUNCTION SWITCHES:

Idle Mode - Preset - Increase - Decrease - Silence.

This system shall utilize information from the chassis engine ECU. An audible alarm buzzer shall be included.

INDICATOR LIGHT

A green indicator light labeled "THROTTLE READY" shall be included with the pressure governor control located on the pump operator's panel. It shall indicate that the pump is engaged in the proper stationary pumping position, and that the parking brake is set.

INTAKE RELIEF VALVE

One (1) NFPA compliant intake relief valve shall be provided and mounted on the suction side of the pump, adjustable from 50-250 psi, on the valve itself. The valve shall be factory preset at approximately 125 psi. The system does not include an on/off control.

MASTER DRAIN

One (1) rotary style master drain shall be installed on the lower portion of the side control panel. It shall be of brass construction and use a rotary screw mechanism against a rubber sealing surface. Each port shall be isolated. An "open and closed" label with arrows indicating direction shall be installed.

1/4 TURN DRAINS

Each gated 1-1/2" or larger inlet and discharge shall have a quarter turn drain valve installed. The drain valves shall be located along the bottom on each pump panel. Inlets & discharges shall be plumbed to each drain at the lowest point. Each drain shall be plumbed with low pressure hose to drain below bottom of the apparatus and be directed away from the pump operator. Each drain valve shall have a T-handle control with a recess in the "T" for a color coded function label.

PUMP PANEL ID PLATE

An identification plate, prepared by the fire pump manufacturer, shall be installed on the pump operator control panel to identify the fire pump serial number, model number, and performance.

PLUMBING SYSTEM

The plumbing system shall consist of hard piping, or flexible high pressure hose with stainless steel ends, as deemed necessary for the application. Upon completion, the entire system shall be fully pressure tested.

The tank to pump plumbing and valve arrangement shall be capable of delivering water to the pump at a minimum flow rate of 500 GPM while pumping at 150 psi pressure.

Each gated intake shall be equipped with a 3/4 inch bleeder valve located in close proximity to the intake. All intakes shall be provided with suitable closers (valves or caps) capable of withstanding 500 PSI.

When any 3" or larger intake or discharge is gated (except tank to pump valve), the valve shall have a mechanism to allow the valve to fully open or fully close no faster than 3 seconds.

Any 2-1/2" or larger discharge outlet, mounted 42" or higher from ground, which hose is to be connected, and which is not in a hose storage area, shall be supplied with a swiveling sweep elbow of at least 30 degrees.

All 2-1/2" and larger intakes and discharges shall be equipped with drains. All drain valves shall be operational without the operator having to get under the apparatus. All discharges and intakes shall terminate with NST threads, chrome caps and chains, unless detailed otherwise in these specifications.

5" LEFT SIDE INLET

One (1) 5" suction steamer inlet with male NH threads shall be provided, on the left side pump panel. The inlet shall have a removable screen.

The inlet shall have a polished chrome cap, engraved with the pump manufacturer's logo and name. The logo and name shall be painted with high quality urethane paint.

5" RIGHT SIDE INLET

One (1) 5" suction steamer inlet with male NH threads shall be provided, on the right side pump panel. The inlet shall have a removable screen.

The inlet shall have a polished chrome cap, engraved with the pump manufacturer's logo and name. The logo and name shall be painted with high quality urethane paint.

2-1/2" SUCTION - LEFT SIDE (Darley)

One (1) 2-1/2" brass suction valve shall be installed on the left pump panel with the valve body mounted behind the pump panel. The control handle shall be the quarter turn ball type, of the fixed pivot design, and located alongside the suction valve.

The suction shall terminate with a 2-1/2" female NST chrome inlet swivel, a chrome male plug, chain, and a brassinlet strainer.

The valve shall be Darley brand with a polished stainless steel ball.

2-1/2" SUCTION - RIGHT SIDE (Darley)

One (1) 2-1/2" brass suction valve shall be installed on the right pump panel with the valve body mounted behind the pump panel. The control handle shall be the quarter turn ball type, of the fixed pivot design, and located alongside the suction valve.

The suction shall terminate with a 2-1/2" female NST chrome inlet swivel, a chrome male plug, chain, and a brassinlet strainer.

The valve shall be Darley brand with a polished stainless steel ball.

TANK TO PUMP LINE MANUAL CONTROL

One (1) manually controlled tank to pump line shall be provided for connection between a water tank and the fire pump. The valve shall be a 3" bronze, quarter turn ball type. The valve shall be controlled from the pump operator panel using a push pull control with Tee" handle.

TANK TO PUMP CHECK VALVE

The fire pump suction inlet manifold shall be provided with a tank to pump check valve. This check valve shall meet the water flow requirements and automatically open when drafting from the tank and close if the pump suction receives water pressure from an outside source.

1-1/2" TANK FILL

One (1) 1-1/2" pump to tank fill line shall be installed with a 1-1/2" inline bronze valve. The valve shall be manually controlled and properly labeled at the pump operator's panel.

2-1/2" LEFT SIDE DISCHARGES (Darley)

ONE (2) 2-1/2" discharge outlets with 2-1/2" pipe and valve with chrome NST threads shall be supplied at the left side panel. Each valve shall be a quarter turn ball type, self-locking, fixed pivot design and shall be operated with a lever control from the pump operator's panel.

Each valve shall be Darley bronze valve with a high polished stainless steel ball. Each valve shall have a chrome cap and a stainless steel retaining chain.

ONE (2) 2-1/2" liquid filled gauges, each with a stainless steel bezel shall be provided, one for each discharge. The gauges shall be located on the pump operator's panel near the respective discharge control.

2-1/2" RIGHT SIDE DISCHARGE (Darley)

ONE (2) 2-1/2" discharge outlets with 2-1/2" pipe and valve with chrome NST threads shall be supplied at the right side panel. Each valve shall be a quarter turn ball type, self-locking, fixed pivot

design and shall be operated with a lever control from the pump operator's panel.

Each valve shall be Darley bronze valve with a high polished stainless steel ball. Each valve shall have a chrome cap and a stainless steel retaining chain.

ONE (2) 2-1/2" liquid filled gauges, each with a stainless steel bezel shall be provided, one for each discharge. The gauges shall be located on the pump operator's panel near the respective discharge control.

TWO CROSSLAYS

Two (2) 1-3/4" crosslays shall be installed in the pump module above the pump. The crosslays shall each have capacity for 200 ft. of 1-3/4" double jacket fire hose.

The crosslays shall each be piped with 2" pipe and 2" self-locking valve and terminate with a bronze 2" NPT x 1-1/2" NST chicksan type swivel up through the center of the crosslay flooring. The valves shall be bronze with stainless steel balls. The bronze swivels shall allow hose out either side of the crosslay. The outside edges of each side opening shall be trimmed with polished stainless steel. A manual valve control shall be furnished at the pump operator's panel for each.

Two (2) 2-1/2" liquid filled gauges, each with a stainless steel bezel shall be provided, one for each discharge. The gauges shall be located on the pump operator's panel near the discharge control.

2-1/2" RIGHT REAR DISCHARGE

One (1) 2-1/2" discharge outlet with 2-1/2" pipe and 2-1/2" self-locking valve shall be supplied with NPTF thread outlet for OEM connection to a right rear discharge on the apparatus. The valve shall be bronze with a stainless steel ball. The valve shall be a quarter turn ball type, self-locking, fixed pivot design and shall be operated with a control from the operator's panel. The valve control shall be mounted to the valve body mounted behind the pump panel.

A 2-1/2" liquid filled gauge with a stainless steel bezel shall be provided for the discharge. The gauge shall be located on the pump operator's panel near the discharge control.

1.5 " Front bumper DISCHARGE

One (1) 1-1/2" discharge outlet with 2" pipe and 2" self-locking valve shall be supplied with NPTF thread outlet for OEM connection to a right rear discharge on the apparatus. The valve shall be bronze with a stainless steel ball. The valve shall be a quarter turn ball type, self-locking, fixed pivot design and shall be operated with a control from the operator's panel. The valve control shall be mounted to the valve body mounted behind the pump panel.

A 2-1/2" liquid filled gauge with a stainless steel bezel shall be provided for the discharge. The gauge shall be located on the pump operator's panel near the discharge control.

WATER LEVEL GAUGE

One (1) Fire Research "TankVision" water tank level gauge display shall be installed on the pump operator's panel. The gauge shall have an LED display, which flashes when the tank level reaches 25% of capacity. A built in calibration system shall allow the bottom tank mounted transducer to be mounted with any tank configuration. (Transducer to be shipped loose.)

A pump performance test certificate shall be supplied from the pump manufacturer as it performed in the manufacturer's test room prior to mounting into the module framework.

FOAM PROPORTIONER

A FoamPro 2001 Class A automatic, electronic, direct injection, foam proportioning system will be installed on the discharge side of the pump. It will provide foam to predetermined foam discharge(s). This foam system is completely automatic and requires only one push button to turn it on before the system is functioning.

The system will incorporate a paddle wheel flow meter to measure the water flow, and based on the foam percentage selected at the controller the direct injection pump will inject the proper amount of foam into the foam discharge(s).

The system is capable of providing precise foam solution concentration rates from 0.1% to 3% and are easily operator adjustable with the push button digital display control.

System Capacity - Foam Pump is capable of 2.5 gpm of foam output @ 150 psi. Pump motor is 1/2 HP 12 volt. Foam Concentration Water Flow Range

0.1% 20-2600 gpm

0.2% 20-1300 gpm

0.3% 20-833 gpm

0.5% 20-520 gpm

1.0% 20-260 gpm

3.0% 20-85 gpm

A check valve will be installed between the flowmeter and the injection fitting to avoid foam contamination back into the rest of the pump.

System Features: (4) Selectable modes for operator information

- 1) Flow mode: Displays the total amount of water being flowed out of the foam discharges(s). Foam system need not be enabled to function in this mode.
- 2) Total Water mode: When selected shows the total amount of water flowed out of the foam discharge(s) since the unit was in operation.
- 3) Foam Percentage% mode: When selected shows the percentage rate that foam is being injected at if the system was turned on. This percentage can be changed by pressing the up or down arrow buttons at the bottom of the display.
- 4) Total Foam mode: When selected shows the total amount of foam that has been injected since the unit was turned on.

System will be provided with a low foam tank level switch which will alert operator of low foam concentrate level and will automatically shut unit off after two minutes.

Foam system flushing is achieved by simply turning off the unit and flowing water out of the discharge(s) that were previously flowing foam solution.

System will be completely installed inside pump compartment, with digital control unit and instruction plate mounted on the pump operators control panel. An installation and operation manual will be included with the system, and a one year warranty will also be provided. The system will be installed by an authorized dealer, and will be fully calibrated and test for proper operation prior to delivery.

STANDARD FOAM SUPPLY VALVE

The foam system will be installed with a 3-way foam system supply valve. This 3/4" valve functions as a multi-purpose valve control. In the standard position, the valve provides foam supplied from the foam tank to the foam proportioner. In the next position, the valve provides a drain using a short rubber

hose connected to this valve. In the final position, the valve provides an "Off" position to allow for cleaning of the inline foam concentrate strainer. In this final position, the drain hose can also be utilized as an overboard secondary foam pickup hose. This alternate source to the foam proportioner will be provided near the inlet to the foam pump using a 3/4" three way valve to disconnect foam flow from the tank and allow foam to be drawn from a pail or other source through a 3/4" inside diameter yellow hose approximately four feet long. This hose will be provided near the pump panel on the side of the truck and is intended to work best with the pail of foam concentrate setting on the running board.

FOAM OUTLETS

The foam system will be plumbed to provide both foam solution and compressed air to the following discharges:

2) 1-1/2" outlets plumbed with 2" piping (crosslays) 2-1/2" discharge to a rear discharge 1-1/2" feed to the deck gun with an electrically controlled valve and a motionless mixer Detailed descriptions of these discharges will be provided elsewhere in these specifications.

PTO DRIVE UNIT-Chelsea/Dana

A transmission driven PTO unit shall be installed to drive the fire pump. It shall be controlled from inside the cab, in a location that is easy to reach while seated in the driver's position.

FIRE PUMP CONTROLLER-Fire Research Corporation Pump Boss

There shall be a digital electronic fire controller that controls the chassis engine and PTO pump. It shall adjust engine rpm, as well as act as a governor.

STAINLESS STEEL PLUMBING SYSTEM

The auxiliary fire pump plumbing system shall be built mostly of stainless steel piping, fittings, and connections. Victaulic couplings shall be installed to permit flexing of the plumbing system and allow for quick removal of piping or valves for service. Tank connections and remote plumbing shall use high-pressure flexible piping. Flexible hose couplings shall be threaded stainless steel or Victaulic connections.

VALVES

All valves used in the plumbing installation shall be stainless steel quarter turn full flow type.

The plumbing installation shall include quarter turn ball valves with local "on-valve" handle control, with custom embossed labeling for each valve.

HOSE THREADS

The hose threads shall be National Hose Standard (NH) on all base threads on the apparatus intakes and discharges, unless otherwise specified.

NO PUMP EXHAUST

ELECTRIC START WIRING TO CHASSIS

The 12-volt positive and negative cables shall be provided from the chassis battery to the fire pump area, wired through the master disconnects solenoid system. The cables shall have a circuit breaker installed at the chassis battery.

FIRE PUMP MASTER DRAIN

The fire pump shall have a master drain at the bottom of the water pump housing.

AUXILLIARY FIRE PUMP MOUNTING PROVISIONS

The auxiliary fire pump shall be installed under the body, front driver's side, between the cab and the

front axle. The sub-structure shall have welded in mounting sub-plates between the structural members. The pump shall be mounted on a dielectric surface under pump and bolts through the sub-plates. There shall be access to the pump via removable panel(s) for service.

FRONT BUMPER MANIFOLD SUPPLY

There shall be a 1.5" stainless steel valve, with a flexible supply hose installed to feed the front discharge manifold.

TANK TO PUMP LINE INSTALLATION

The 3" tank to pump line shall be installed with a flexible hump hose connection and stainless steel clamps to the water tank. The 3" valve shall be controlled with a manually operated handle directly on the valve.

WATER TANK FILL AND COOLING LINE

One (1) 1" fire pump to water tank refill and bypass cooler line shall be provided. The pump to tank valve shall be a 1" full flow quarter turn ball valve with local control handle. A 1" flex hose shall be installed to the water tank.

HOSE REELS

Two (2) Hannay aluminum hose reels shall be installed. The reels shall have leak proof ball bearing swing joints, adjustable friction brakes, electric 12-volt rewind and manual crank rewind provisions. The reels shall be plumbed with wire reinforced; high-pressure hose coupled with brass fittings.

LOCATIONS: Rear corners of the body, on the deck, facing rearwards, one (1) each side

REEL CAPACITY (Qty: 2)

Each hose reel shall have a capacity of 200 feet of hose.

HOSE REEL DISCHARGE (Qty: 2)

One (1) 1" discharge shall be piped from the fire pump to each hose reel with flexible high pressure hose. The quarterturn ball valve shall be on manifold.

NOZZLE MOUNT (Qty: 2)

Each 1" flexible hose discharge shall have a nozzle bracket installed to hold the nozzle in place.

HOSE REEL HOSE (Qty: 2)

One (1) 150' foot length of 1" water hose shall be installed on the hose reel. The hose shall be equipped with NH threaded couplings and have a 300 PSI working pressure.

HOSE REEL ROLLER (Qty: 2)

Each hose reel shall be provided with a Hannay top mounted stainless steel roller assembly.

GROUND SWEEP DISCHARGES - FRONT AND REAR OF APPARATUS

Two (2) ground sweep discharge nozzles shall be installed, one each side of the front bumper. Each nozzle shall have a 1" electric control valve, switched independently in the cab. The discharges shall be equipped with removable ground sweep nozzles angled accordingly with a 180-degree total front sweep pattern. The flow rate shall be 15-30 gpm.

One (1) 1.5" front bumper ground sweep discharge shall be piped to the front bumper area. The discharge shall be controlled by a 1.5" manual override valve at the rear pump area. Flexible 1.5" diameter high pressure hose shall be provided from the pump to the sweep nozzles with low point drains where necessary.

Two (2) ground sweep discharge nozzles shall be installed, one each side of the rear bottom of the body. Each nozzle shall have a 1" electric control valve, switched independently in the cab. The discharges shall be equipped with removable ground sweep nozzles angled accordingly with a 180-degree total front sweep pattern. The flow rate shall be 15-30 gpm.

One (1) 1.5" front bumper ground sweep discharge shall be piped to the rear body area. The discharge shall be controlled by a 1.5" manual override valve at the rear pump area. Flexible 1.5" diameter high pressure hose shall be provided from the pump to the sweep nozzles with low point drains where necessary.

Each nozzle shall have a custom fabricated brush guard installed to protect from damage when off road. The valves and manifold shall be protected from damage by the front bumper and skid plate and the rear under body area.

FRONT BUMPER MOUNTED MONITOR

One (1) Elkhart 7100 Sidewinder monitor Model EXM, part #000007101, shall be installed on the front bumper. The lightweight monitor shall have a 2" veined waterway. The monitor shall be equipped with fully encased stainless steel worm gears with a 12-volt electric motor and a manual override. The motor shall draw a maximum of four amps. The monitor shall be designed to mount on a front bumper of an apparatus.

The motor driven worm gear shall control the vertical oscillating travel of 135 degrees, with 90 above and 45 degrees below horizontal. The horizontal oscillating travel is available in a 180-degree range. The monitor's vertical and horizontal motor speed shall be 65.5:1.

The monitor shall have a 12-volt DC unibody valve with E3F actuator control package which includes: one (1) relay box with solid state circuitry, one (1) panel mounted primary control module with function switched and override capability, and one (1) remote secondary control box with function switches and override capability. Primary control will override secondary control and has automatic reset.

The monitor shall be equipped with double ball races with stainless steel bearings. The monitor shall have a 2" NPT female inlet with a 1-1/2" NST male outlet. The unit shall be painted red urethane enamel with hard anodized trim.

The monitor shall be equipped with a part #00007035 Panel Mount Joystick package. The nozzle shall be part #06000201 Elk-O-Liters. It shall be adjustable with settings of 15, 30, 45, 60, 95, 125, 150, and 200 gpm.

The joystick controller shall be mounted in a poly box that fits recessed into the center console. It shall be removable with a tether allowing operation outside of the console.

The Elkhart Sidewinder monitor shall be equipped with a quick disconnect connection model 7150 for rapid removal of the monitor assembly from the front bumper area.

FOAM SYSTEM

A FoamPro #2001 electronic foam system shall be provided. The system shall be designed for use with Class A foam concentrate. The foam proportioning operation shall be designed for direct measurement of water flows and shall remain consistent within the specified flows and pressures. The system shall be capable of accurately delivering foam solution as required by applicable sections of the NFPA standards.

The system shall be equipped with a control module suitable for installation on the pump panel. There shall be a microprocessor incorporated within the motor driver that shall receive input from the system

The control module shall enable the pump operator to:

- 1) Activate the foam proportioning system
- 2) Select the proportioning rates from 0.1% to 10.0%
- 3) See a "low concentrate" warning light flash when the foam tank level becomes low and in two (2) minutes, if the foam concentrate has not been added to the tank, the foam concentrate pump shall be capable of shutting down.

A 12-volt electric motor driven positive displacement plunger pump shall be provided. The pump capacity range shall be 0.1 to 1.1 GPM at 200 PSI with a maximum operating pressure of 400 PSI. The system shall draw a maximum of 30 amps at 12 volts. The motor shall be controlled by the microprocessor which shall be mounted to the base of the pump. It shall receive signals from the control module and power the 1/3 horsepower electric motor in a variable speed duty cycle to ensure that the correct proportion of concentrate is injected into the water stream.

A full flow check valve shall be provided in the discharge piping to prevent foam contamination of the fire pump and water tank. A 5 PSI opening pressure check valve shall be provided in concentrate line.

Components of the complete proportioning system as described above shall include:

- 1) Operator control module
- 2) Paddlewheel flowmeter
- 3) Pump and electric motor/motor driver
- 4) Wiring harnesses
- 5) Low level tank switch
- 6) Foam injection check valve
- 7) Main waterway check valve
- 8) Flowmeter and tee with NPT threads

The foam system shall be installed and calibrated by manufacturer. The foam system design shall be tested and pass environmental testing in accordance to SAE standards. An installation and operation manual shall be provided for the unit. The system shall have a minimum one (1) year warranty by the foam system manufacturer.

The FoamPro 2001 Series foam system shall be provided with a twelve (12) foot control cable from the controller to the foam pump assembly. The FoamPro 2001 Series foam system shall be provided with a standard pump panel mounted FoamPro control head.

A FoamPro brass flow meter shall be provided. The flow meter shall be installed in the "foam capable" discharge line. The flow meter shall have maximum accuracy between the flow range of 15 GPM and 520 GPM and be capable of operation between 5 GPM to 625 GPM. The tee shall have NPT and Victaulic inlet and outlet connections.

A FoamPro low-level foam tank sensor shall be provided. The sensor shall be capable of mounting top or bottom of foam tank that shall interface with the microprocessor.

A FoamPro instruction and system rating label shall be provided. The label shall display information for a FoamPro 2001 Series foam system and shall meet applicable sections of the NFPA standards. A FoamPro foam system schematic label shall be installed on the pump panel near foam controls. The label shall be

a diagram of the FoamPro 2001 foam system layout and shall meet applicable sections of the NFPA standards.

TANK LEVEL GAUGES

"Class 1" LED Tank water level lights, one to each side. Either to the cab or each side of body. Exact location to be determined at the Per-Construct Conference.

WATER TANK GAUGES

One (1) Class 1 "Intelli-Tank" water tank level gauge shall be installed on pump panel. The tank level gauge shall indicate the liquid level on an easy to read LED display and show increments of 1/8 tank. A pressure transducer shall be mounted on the outside of the tank in an easily accessible area.

CAB MOUNTED -

One (1) Class 1 112124 "Intelli-Tank" mini water tank level gauge shall be installed in the cab or center console. The tank level gauge shall indicate the liquid level on an easy to read LED display and show increments of 1/4 tank.

WATER TANK SPECIFICATIONS

The water tanks shall have a capacity of 2,000 gallons.

TANK BUILD SPEC

The water tank shall be constructed of black polypropylene, poly-welded and tested inside and out. The tank manufacturer shall define the floor, top, sides, ends, and baffles material thickness. The tank shall carry a lifetime warranty.

The transverse and longitudinal swash partitions shall be interlocked and welded to each other as well as to the walls of the tank. The partitions shall be designed and equipped with vent holes to permit air and liquid movement between compartments. The tank covers shall be welded on top and bottom, and the transverse partitions, providing rigidity during fast fill operations. Drilled and tapped holes for lifting eyes shall be provided in the top area of the water tank.

The water tank manufacturer shall certify the capacity of the water tank prior to delivery of the apparatus. This capacity shall be recorded on the manufacturer's data plate.

NFPA COMPLIANCE

The water tank construction shall conform to applicable NFPA standards.

WATER TANK SIGHT GAUGE

The water tank shall be equipped with translucent water level sight gauge in the rear wall of the tank.

FILL TOWER LOCATION

The tank fill tower shall be located in the driver's side rear corner of the water tank.

VENT AND OVERFLOW

The fill tower shall incorporate a vent and overflow system designed into the water tank. The system shall include a 4" diameter pipe that functions both as an air vent while emptying the tank and as an overflow when filling the tank. The overflow shall discharge excess water below the frame rails of the vehicle.

TANK TO PUMP CONNECTION

A 3" pipe shall be provided on the water tank for connection of the tank to the suction side of the pump with a flexible hump hose assembly. The tank suction valve and hump hose required to complete this connection shall be supplied by the final assembler.

PUMP TO TANK CONNECTION

An 1-1/2" connection shall be provided on the water tank for connection of the discharge side of the pump to the tank for filling purposes. The valves and hose required to complete this connection shall be supplied by the final assembler.

WATER TANK DRAIN PLUG

A 1.5" drain plug shall be installed in the bottom of the water tank under P/S wheel well for water tank draining and flush-out of debris.

QUICK DUMP VALVE

A Newton Kwik-Dump 10" valve shall be supplied. The valve shall be located on the driver's side of the tank, rear of the vehicle at a height that allows for proper operation. All components exposed to the contents of the tank shall be constructed from stainless steel materials. The valve shall be manually operated through the use of a side mounted lever used to open the plunger type back plate. The valve shall have an extension chute.

TANK ACCESS LADDER

There shall be a tank access ladder installed at the rear of the water tank. It shall allow access from the body deck to the top of the water tank. It shall be made of 1" tubular aluminum.

DUMP CHUTE STEP

There shall be an aluminum step assembly on top of the rear quick dump chute. The step shall allow firefighters to use the step to help gain access to the top of the water tank. The step shall have vertical uprights attaching to the deck of the body.

PERIMETER WALL AROUND TANK

An 8" vertical poly wall shall be installed around the perimeter of the water tank to allow for storage on top of the water tank.

FOAM TANK SPECIFICATIONS

The Class A foam tank shall have a capacity of 20 gallons.

FOAM TANK AND VENTING PROVISIONS

The foam concentrate tank shall be provided with a fill pipe having a volume of not less than 2 percent of the total tank volume. The filler opening shall be capped with a sealed air-tight threaded cover. The fill opening shall be designed to incorporate a removable screen and shall be located so that foam concentrate from a five (5) gallon container can be dumped into the tank.

The foam tank filler shall be equipped with a pressure/vacuum vent that enables the tank to compensate for changes in pressure or vacuum when filling or withdrawing foam concentrate from the tank. The pressure/vacuum vent shall not allow atmospheric air to enter the foam tank except during operation or to compensate for thermal fluctuations. The vent shall be protected to prevent foam concentrate from escaping or directly contacting the vent at any time. The vent shall be of sufficient size to prevent tank damage during filling or foam withdrawal.

A color coded label or visible permanent marking that reads "CLASS A -- FOAM TANK FILL" shall be placed at or near the foam concentrate tank fill opening. An additional label shall be placed at or near any foam concentrate tank fill opening stating the type of foam concentrate the system is designed to use.

Any restrictions on the types of foam concentrate that can be used with the system shall also be stated,

along with a warning message that states "WARNING: DO NOT MIX BRANDS AND TYPES OF FOAM."

FOAM SYSTEM PIPING

A 3/4" fitting shall be provided on the foam tank for connection of the foam tank to the suction side of the foam system.

FOAM TANK DRAIN AND VALVE PROVISIONS

A 3/4" diameter connection, piping, and valve shall be installed for the foam tank for draining purposes.

FLAT-BED BODY -- ALUMINUM

The body shall be a custom fabricated, severe service flatbed type, constructed of all aluminum. The body shall be 168" long by 100" wide. The body shall be specifically designed for firefighting use.

FLAT-BED SUB-STRUCTURE

The body shall have 8" x 1.75" structural aluminum channel main frame rails. The body frame rails shall be isolated from the truck frame by .500" industrial isolators.

FLAT-BED CROSS-MEMBER SUB-STRUCTURE

The cross-members shall be 3" x 2 5/16" structural aluminum I beams with cross-members on 12" centers.

FLAT-BED MOUNTING

The body shall be bolted to the chassis frame rails at the rear end of the frame. There shall be brackets installed at the middle of the body frame to prevent side to side movement. The body shall be spring mounted at the front of the body frame.

HEADACHE RACK

The front of the body shall have a 2" formed aluminum tube headache rack. The rack shall extend the full width of the body and be attached to the front body corners. The assembly shall extend above the chassis cab and have mounting platform for installation of the light bar and two work lights. Wiring for the lights will be placed inside the tubing for protection. The headache rack shall have four (4) vertical 2" tubes for extra strength.

The headache rack shall be sprayed with Black Bed Liner. FUEL FILLER

The fuel filler tube and cap shall be installed at the left hand side, rear of the body.

FENDER PANELS

The lower portion of the flat-bed body shall have fender panels over and aft of the rear wheel panel area. The panels shall be constructed of aluminum. The wheel well openings will be cut out to conform to the wheels.

REAR BODY PANEL

A vertical body panel shall be installed at the rear of the body constructed of .190" smooth aluminum. The panel shall house the running lights, taillights, back-up lights, and emergency lights. The body panel shall be angled to allow for a 30 degree angle of departure.

DIAMOND PLATE FINISH BODY AND COMPARTMENTS/TRAYS

The exterior surface of all body skins, compartments, and trays shall all be polished diamond plate aluminum finish.

DRIVERS SIDE UPPER BODY COMPARTMENT

A body equipment storage compartment shall be installed on the flatbed surface, driver's side of the apparatus. The exterior dimensions shall be approximately 72" wide, 24" high, and 18" deep. The compartment shall be constructed of .125" aluminum on all exterior surfaces. The compartment shall

be equipped with dual lift up doors with latches installed. The doors shall be equipped with dual gas operated door opening assistant cylinders. Turtle tile shall be installed on the floor.

The actual door opening shall be approximately 3" smaller in dimension.

PORTABLE DROP TANK SYTEM

There shall be a 2000 Gallon "Porta Tank" holder on the passenger side of the tank.

There shall be a 2000 Gallon "Porta Tank" folding drop tank installed on the drop tank bracket on the passenger side of the tank.

UNDER BODY COMPARTMENT -- PASSENGER'S SIDE

An under body compartment shall be installed at the front of the body, passenger's each side, under the deck. The compartment shall have a swing our door with vertical hinge and slam latch. The exterior dimensions shall be approximately: 36" wide x 27" high x 24" deep. The compartment shall be constructed of .125" aluminum on all exterior surfaces. There shall be turtle tile on the floor of the compartment.

DIVIDERS FOR HARD SUCTION, REAR CENTER UNDER BODY COMPARTMENT

Two (2) dividers shall be installed on the driver's side of the rear, center, under body compartment, for storage of 8' lengths of hard suction. The dividers shall be approximately 6" apart, 5" tall, and run the depth of the compartment.

THIS REQUIRES 6" MAIN BEAMS FOR THE BED FRAME; NOTE-The dividers above are for storage of the suction hose.

UNDER BODY COMPARTMENT -- REAR CENTER

An under body equipment storage compartment shall be installed under the flatbed surface located in the center rear of the apparatus. The compartment shall be between the vertical body beams, upper floor surface, and an aluminum lower floor area. The compartment shall be equipped with a hinged drop down door with dual latches installed.

The exterior dimensions shall be approximately: 108" for a 114"L bed 120" for a 138"L bed

REAR SLIDE-OUT TRAY

The rear center compartment shall be equipped with an .190" aluminum slide out tray on UHMW plastic slide pads and poly rollers. The tray shall be full width and full length of the compartment interior.

INTERIOR COMPARTMENT VENTILATION LOUVERS

The interiors of the upper body compartments shall have louvered ventilation units.

COMPARTMENT DOOR KEY LOCKS

The hinged compartment doors shall be equipped with key type door locks.

COMPARTMENT LIGHTING, STRIP LIGHTS

Each upper body compartment shall be equipped with a white LED strip light.

AUTOMATIC COMPARTMENT DOOR LIGHT SWITCHES

Each compartment light shall be automatically controlled by a door activated switch.

DOOR AJAR LIGHT

A "door ajar" warning light shall be installed on the center console. The light shall be flashing red LED light with a clear lens.

COMPARTMENT FLOORING

Turtle Plastics Turtle Tile Compartment Matting shall be installed in all compartments and trays excluding the rear center under-body compartment. Turtle Tile shall be black in color and lock together design.

REAR PULL OUT STEP

There shall be a rear "Pull-Out-Fold-Down" step located at the driver's side rear of the apparatus, step shall be stowed in a pocket under the rear of the unit. Storage pocket shall be fabricated to allow easy access to deploying for operation.

FOLDING STEP

A Signature 4 lighted 8" square folding step of die cast zinc shall be installed. The step shall comply with NFPA non-slip standards and shall be installed on the rear driver's side of the body. The step shall be equipped with lighting to NFPA standard.

ELECTRICAL ENCLOSURE

An electric wiring enclosure for the 12-volt wiring shall be installed in the forward wall of the driver's side upper body compartment with an access panel. The dimensions of the enclosure shall be approximately 20" high, 14" wide, and 4" deep.

12 VOLT ELECTRICAL SPECIFICATIONS

The following describes the low voltage electrical system on the apparatus including all panels, electrical components, switches and relays, wiring harnesses and other electrical components. The apparatus manufacturer shall conform to the latest Federal DOT standards, current automotive electrical system standards and the applicable requirements of the NFPA.

Wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is protected. Voltage drops shall not exceed 10 percent in all wiring from the power source to the using device. The wiring, wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. Exposed wiring shall be run in a loom with a minimum 289-degree Fahrenheit rating. Wiring looms shall be properly supported and attached to body members. Electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

All wiring connections and terminations shall provide positive mechanical and electrical connections and be installed in accordance with the device manufacturer's instructions. When wiring passes through metal panels, electrical connections shall be secured with mechanical type fasteners and rubber grommets

Wiring between cab and body shall be split using connectors or enclosed in a terminal junction panel allowing body removal with minimal impact on the apparatus electrical system. Connections shall be crimp-type with heat shrink tubing with insulated shanks to resist moisture and foreign debris such as grease and road grime. Weather resistant connectors shall be provided throughout the system.

Electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. When required, automatic reset breakers and relays shall be housed in the main body junction panel.

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless enclosed in an electrical junction box or covered with a removable electrical

panel. Wiring shall be secured in place and protected against heat, liquid contaminants and damage.

Low voltage overcurrent protective devices shall be provided for the electrical circuits. The devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. Overcurrent protection devices shall be automatic reset type suitable for electrical equipment and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. Electro-magnetic interference suppression shall be provided in the system as required in applicable SAE standards.

The electrical system shall include the following:

Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. All terminal plugs located outside of the cab or body shall be treated with a corrosion preventative compound.

All electrical wiring shall be placed in a protective loom or be harnessed.

Exposed connections shall be protected by heat shrink material and sealed connectors.

Large fender washers shall be used when fastening equipment to the underside of the cab roof and all holes made in the roof shall be caulked with silicone.

Electrical components installed in exposed areas shall be mounted in a manner that will not allow moisture to accumulate inside.

A coil of wire must be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work.

All lights in a weather exposed area that have their sockets shall have corrosion preventative compound added to the socket terminal area.

ELECTRICAL HARNESS AND WIRING

All wiring shall be hidden, enclosed, or protected under the body in protective material, or within the apparatus body components. In addition, split loom conduits shall be installed and enclosed, suitably secured and protected against heat and physical damage.

BATTERY MASTER DISCONNECT

A battery disconnect system shall be installed to control the 12-volt power supply from the battery system to the body and cab final stage manufacturer installed equipment. The solenoid shall be controlled by the standard key starter switch.

BATTERY CHARGER AND 120 VOLT SHORE POWER RECEPTACLE

A Kussmaul Autocharge 1000, Model 091-215-12, high output automatic battery charger shall be provided. The battery charger shall be wired to the 12-volt battery system. The unit shall be mounted in a clean, dry area accessible for service and/or maintenance. It shall be wired to the specified shore power receptacle.

It shall include Model 091-194B-IND-WT-XX Digital Status Display Center.

It shall also include Model 091-55-15-120 15 amp "auto-eject" shore power receptacle with hinged weatherproof cover and an enclosure for protection from dirt and damage. The shore power plug shall be "ejected" when the chassis' engine starter is engaged and the receptacle shall be wired to any 120-volt A/C equipment requiring shore power.

Location shall be: Determined at the Pre-Construction conference.

Color of Digital Status Display Center and Auto Eject: Determined at pre-construct conference

Components wired hot: Determined at pre-construct conference

DOT IDENTIFICATION LIGHTS

All LED identification lights shall be installed on the vehicle as required by applicable highway regulations.

LICENSE PLATE MOUNTING

An LED license plate light shall be installed on the rear vertical wall of the body.

BRAKE, TURN, TAILLIGHTS

Two (2) Whelen M6 Series Model M6BTT 4-5/16" x 6-3/4" brake, turn, taillights with M6FC chrome flanges shall be provided. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthouse configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens. The lighthouses shall be surface mountable via two screws.

The lighthouses shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination. The lighthouse shall include 164 flash patterns including: a variety of CA Title 13 compliant, sinkable, left/right, top/bottom, in/out, and steady burn. The light heads shall have the Whelen exclusive NERM (Non-Emergency Recognition Mode) feature.

The lens/reflector assembly shall be wet sealed and resistant to: water, moisture, dust, and other environmental conditions. The outer lens shall have a hard coating applied to increase strength and ensure longevity. The light engine shall be installed at the rear of the unit and be completely sealed. The pc board shall be conformal coated for additional protection.

The lights shall be furnished with five 6" wire pigtails, a Santoprene rubber gasket and the #M6FC chrome flanges shall be included for installation.

BACK-UP LIGHTS

Two (2) Whelen M-Series, 4" x 6" rear LED back-up lights shall be installed.

OFF ROAD LIGHTS

No off road lights shall be installed.

NO BUMPER GROUND LIGHTS

There shall be no under bumper ground lights installed.

GROUND LIGHTS, CAB, 4 DOOR, LED STRIPS

Four (4) LED ground strip lights shall be installed under the cab step area in compliance with NFPA standards, two (2) on each side of the apparatus, wired to the Cencom, and the chassis interior lights.

BODY WORK LIGHTS

Four (4) Grote #63871 LED body work lights with clear lens shall be installed, wired to switch on the Cencom. They shall have an aluminum housing, and be 800 lumens at 1.4 amps. Location shall be: in each corner of the protective tubing assembly to light the pump panel and the front body walkway area.

BROW LIGHT

Need a Whelen Pioneer PHC2 light for the front brow of the cab.

SCENE LIGHTS

Six (6) Rigid Manufacturing Dually 20211 scene lights shall be installed. The LED scene lights shall incorporate clear LED's with a clear optic polycarbonate lens for maximum illumination. Location shall be: Two (2) outward facing, each side of body, two (2) rear facing.

DIGITAL TILT METER

An electronic tilt meter shall be installed on the dashboard. The unit shall indicate the degree of side slope the vehicle is on. It shall also include a GPS speedometer.

BACK-UP ALARM

One (1) back up alarm shall be installed.

ELECTRONIC SIREN

One (1) Whelen, Model #CCSRNT4G CenCom Carbide siren with auxiliary switches with noise canceling microphone shall be provided. Siren head will be mounted on the center console in easy reach of the driver.

SIREN SPEAKER

One (1) Whelen Model #SA315P Projector Series siren speaker shall be provided with bracket. The 100-watt siren speaker shall be designed in a black nylon composite housing with 123 decibel rating. Location shall be: Behind the front grille.

MOUNTING OF LIGHT BAR WITH PROTECTIVE GUARD

The lightbar shall be mounted on the headache rack shelf with an aluminum brush guard protective assembly.

LIGHTBAR

A Whelen Legacy low profile Super-LED NFPA lightbar shall be installed. The 54" lightbar shall be designed to meet the minimum clearing requirements for Zone A Upper. The internal components of the lightbar shall be housed within a two piece extruded aluminum base/top. The outer shell shall be clear optic polycarbonate lenses designed to maximize light output and shield against environmental elements.

The lightbar shall utilize snap-in brackets to hold in the lightheads. The brackets shall give the end user the ability to make quick repairs. The lightbar shall have all solid state components. The lightbar shall have two wire harnesses exiting the unit: one (1) 17 conductor 22-gauge control cable which controls all internal light functions; and one (1) 2 conductor 10-gauge cable for main power and ground. Each cable shall be 15' long.

The lightbar shall have four (4) red Linear Super-LED corner modules to provide off angle protection for the front and rear of the vehicle. Each corner module shall consist of twelve (12) Super-LEDs mounted within a vacuum metalized parabolic reflector. The corner module shall also utilize an optic collimator for maximum light output. The twelve (12) LEDs shall be mounted in one straight line.

The solid state I/O board shall be microprocessor controlled. The I/O board shall have built-in reverse-polarity protection and output-short protection. The board shall have the ability to flash sixteen (16) LED warning lights. There shall be a data bank of 13 Scan-Lock flash patterns including steady burn. The board shall also have outputs to add takedown and alley lights.

Low power and cruise light function shall also be included. The cruise light function shall allow the user to employ the four (4) corner modules as marker courtesy lights.

The lightbar shall include clear "Take Down" and "Alley Lights".

The lightbar shall have an amber "Traffic Advisor" built into the rear portion of the lightbar.

NFPA WARNING LIGHTS

ZONE A -- LOWER FRONT WARNING LIGHTS

Two (2) Whelen M-7 Series Model #M7RC 3" x 7" warning lights with chrome flanges shall be in the front forward facing area of the front bumper. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthouse configuration shall consist of RED 18 Super-LEDs and a clear optic polycarbonate lens. The lighthouses shall be surface mountable via two screws. The lighthouses shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination.

ZONE B AND D -- INTERSECTION LIGHTS

Two (2) Whelen M-7 Series Model #M7RC 3" x 7" warning lights with chrome flanges shall be installed on bumper extension, as far forward as possible. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthouse configuration shall consist of RED 18 Super-LEDs and a clear optic polycarbonate lens.

ZONE B AND D -- LOWER SIDE REAR CORNER WARNING LIGHTS

Two (2) Whelen M-7 Series Model #M7RC 3" x 7" warning lights with chrome flange shall be installed in lower rear side corner body area. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthouse configuration shall consist of RED 18 Super-LEDs and a clear optic polycarbonate lens.

ZONE B AND D -- UPPER SIDE REAR WARNING LIGHTS

Two (2) Whelen M-7 Series Model #M7RC 3" x 7" warning lights with chrome flanges shall be installed in the upper rear body side panel. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthouse configuration shall consist of RED 18 Super-LEDs and a clear optic polycarbonate lens.

ZONE C -- UPPER REAR WARNING LIGHTS

Two (2) Whelen M-7 Series Model #M7RC 3" x 7" warning lights with chrome flanges shall be installed in the upper rear corner of the handrails. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthouse configuration shall consist of RED 18 Super-LEDs and a clear optic polycarbonate lens.

ZONE C -- LOWER REAR WARNING LIGHTS

Two (2) Whelen M-7 Series Model #M7RC 3" x 7" warning lights with chrome flanges shall be lower rear of body. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthouse configuration shall consist of RED 18 Super-LEDs and a clear optic polycarbonate lens.

CUSTOM GRAPHICS

The apparatus shall be provided with two (2) custom designed sign gold graphics, emblems, or seals. The installation shall be designed primarily with letters and numbers as specified. The purchaser shall approve of the design graphics prior to installation.

CAB ROOF LETTERING

There shall be up to four (4) white Scotchlite letters on the roof of the cab, 18" tall. It shall read: "BA-75"

CAB AND BODY STRIPING: striping on the body would be as space and layout allows and per POFD approval.

The cab and body shall have a three (3) straight Scotchlite reflective stripe applied horizontally. The white stripe shall be a 4" minimum in width and be applied horizontally around the cab and body in accordance with NFPA standards. The other two (2) shall be 1" gold in color, applied above and below the 4" white stripe to match the current fleet of the City of Port Orange. The purchaser shall specify the colors and locations of the stripe.

FRONT CHEVRON STRIPING

There shall be alternating chevron striping installed across the front bumper where permitted. The chevron striping shall consist of 6" diamond grade in the following colors:

The first color shall be red diamond grade.

The second color shall be lime yellow diamond grade.

REAR CHEVRON STRIPING

There shall be alternating chevron striping installed on the rear vertical body panel. The chevron striping shall consist of 6" diamond grade in the following colors:

The first color shall be red diamond grade.

The second color shall be lime yellow diamond grade.

CAPACITIES PLACARD

The apparatus shall have a reflective placard that provides the following information:

Water Tank Capacity Pump Capacities NWCG Typing
Contact Information for manufacturer/builder.

SUCTION HOSE

Two (2) 2.5" x 8 foot lengths of Kochek PVC flexible suction hose shall be provided and equipped with lightweight couplings.

BARREL SUCTION STRAINER

One (1) barrel suction strainer shall be provided. The heavy duty strainer shall be constructed of chrome plated brass. It shall be 2.5" NH female. The 2.5" barrel strainer length shall be 6 7/8" with a weight of 3 lbs.

APPARATUS WARRANTY MANUFACTURED ITEMS

A five (5) year parts and labor warranty on items manufactured and a ten (10) year warranty on the structural integrity of the body.

WATER TANK WARRANTY (see also Section 6 - SPECIAL CONDITIONS)

MANUFACTURER'S LIMITED WARRANTY AND NOTICE OF DISCLAIMER OF EXPRESS AND IMPLIED WARRANTIES

Manufacturer issues this limited warranty to the customer who is the original retail purchaser ("Customer") of a polypropylene tank (the "Tank") (10 to 4000) gallons.

All test will be performed by the successful bidder and documented. Documentation will be provided to City of Port Orange immediately after performing of each test for review and approval.

NFPA COMPLIANCE

The fire apparatus shall be built to the purchaser's requirements stated in this specification in compliance with all state and federal highway safety requirements. The vehicle is designed to meet NFPA 1906.

ELECTRICAL LOAD ANALYSIS

A 12-volt electrical load analysis shall be performed in order to test response and stationary modes of electrical amp load.

FIRE PUMP OPERATIONS TEST

The fire pump shall be compliant to NFPA standards and meet have an operational pump test performed by a certified technician with a run time of one (1) hour to confirm proper operations of all pump related components.

***** NOTE: ALL TESTING SHALL BE DONE AND PERFORMANCE OBSERVED BETWEEN SEA LEVEL AND 1000' ELEVATION.**

***** HIGH ALTITUDE PERFORMANCE MAY NOT REPRESENT TESTING RESULTS SHOWN.**

FINAL ASSEMBLY AND APPARATUS FINISHING PREP SPECIFICATIONS (see also Section 6 - SPECIAL CONDITIONS)

The apparatus shall be assembled in a high quality and controlled environment. The fit, form, and finish of the body shall be to the highest level fire apparatus manufacturing standards. Upon completion, the apparatus shall be ready for final inspection and road testing as required herein.

WARNING LABEL -- NO RIDING ON REAR

A warning label stating: "NO RIDING ON REAR OF APPARATUS" shall be installed on rear of the apparatus. The label shall be applied to the vehicle at the rear step area. The label shall warn personnel that riding in or on these areas, while the vehicle is in motion, is prohibited.

LOUD NOISE WARNING LABEL

A final stage manufacturer shall install "hearing loss" potential warning labels on the vehicle in any areas or fixed equipment that produces excessive noise levels. (exhaust outlet, sirens and air horns shall not be required for such equipment.)

CHASSIS PREPARATION

The chassis cab shall be "prepped" for fire apparatus production as follows:

- 1) Wash and clean chassis
- 2) Weigh chassis for NFPA reports
- 3) Quality control check in.

SEATING

There shall be a label identifying the number of seat belted locations on the unit.

WARNING LABEL - SEAT BELT USAGE

A warning label for use of seat belts shall be installed in the cab by the chassis manufacturer.

DRAWINGS

There shall be design drawings submitted to the customer prior to the pre-construction conference. The CAD drawings shall include all sides of the apparatus. The customer shall agree to the drawings reflecting the correct apparatus design and layout prior to construction.

[Remainder of this page left intentionally blank]

EXHIBIT "2"

Payment and Performance Bond

Consisting of 4 Pages

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

PAYMENT AND PERFORMANCE BOND

(Public Works)

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

BOND NO. _____

PRINCIPAL:

Developer or Contractor: Ten-8 Fire Equipment, Inc.
Principal Business Address: 2904 59th Avenue Drive East
Bradenton, Florida 34203
Contact Person: B. Keith Chapman, President/CEO
Phone Number: (800) 228-8368

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: \$397,621.00

City Project Number: ITB 20-10 Brush Truck

Description of Work: Brush Truck

Project Location: 1090 City Center Boulevard, Port Orange, Volusia County, Florida

Legal Description: 1090 City Center Boulevard, Port Orange, Port Orange, Volusia County, Florida
See attached Exhibit "A"

Front Page

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

**City of Port Orange Fire Department Station No. 73
1090 City Center Boulevard, Port Orange, FL 32129**

Full Parcel ID:

08-16-33-00-05-0013

Short Parcel ID:

6308-00-05-0013

Legal Description:

A portion of the Parcel ID listed above.

EXHIBIT "A"

Ten-8 Fire Equipment, Inc.

ITB 20-10 Brush Truck

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, **Ten-8 Fire Equipment, 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 **THREE HUNDRED NINETY-SEVEN THOUSAND SIX HUNDRED TWENTY-ONE AND 00/100 DOLLARS (\$397,621.00)**, for payment of which we bind ourselves, our heirs, personal representatives, successors, and assigns, jointly and severally.

THE CONDITION OF THIS BOND is that if Principal:

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

Notice of Nonpayment and Time Limitations

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

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

IN WITNESS WHEREOF, this performance and payment bond is executed and shall be deemed an original, this _____, day of _____, 2020.

Attest:

TEN-8 FIRE EQUIPMENT, INC.
(Principal)

(As to Corporate Principal) Secretary

By: B. Keith Chapman, President/CEO

(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.



NOTICE OF INTENT TO AWARD

**ITB #20-10 Brush Truck
July 16, 2020**

On July 15, 2020 Purchasing received One (1) bid for ITB #20-10 Brush Truck.

After review of the bid submitted, City Staff has made its recommendation to award to the lowest bidder, Ten-8 Fire Equipment, Inc. of Bradenton, FL, for the Total Bid Amount of \$397,621.00.

Recommendation to award will be presented for City Council approval on August 19, 2020.

**Michael Hall
Buyer**



OPENING DATE/TIME: July 15, 2020 @ 2:30PM

Bid Tabulation

ITB #20-10

Brush Truck

		Ten-8 Fire Equipment, Inc.			
		Bradenton, FL			
ITEM #	DESCRIPTION	Unit Cost	Unit Cost	Unit Cost	Unit Cost
1	Brush Truck, NWCG Type 6, Wildland Engine, International HV507 SF 4-Door, Diesel 6 x 6 Chassis, Flatbed 168" Aluminum Body Brush Truck	\$ 397,621.00	\$ -	\$ -	\$ -
2	Extended Warranty: Cost of additional warranty period beyond the warranty identified within specification in Section 3	N/A	\$ -	\$ -	\$ -
	TOTAL BID:	\$ 397,621.00	\$ -	\$ -	\$ -
	Confirm the number of delivery days upon receipt of PO:	____365____ DAYS	____ DAYS	____ DAYS	____ DAYS
	Required Forms Submitted:	YES			
	Bid Bond Submitted:	YES			
	Responsive & Responsible Bidder:	YES			

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



"ATTACHMENT 1" SCHEDULE OF UNIT PRICING

Bid Form
CITY OF PORT ORANGE
ITB #20-10
BRUSH TRUCK

Completed Attachment 1 Bid Proposal form **MUST** be included with Bid Submission
Instruction: Save and complete Attachment from DemandStar or City of Port Orange website:
Bidders are required to complete all fields shaded in green.

	NAME OF BUSINESS:	Ten-8 Fire Equipment, Inc.
	CONTACT PERSON:	Stacey Abraham
	EMAIL ADDRESS:	sabraham@ten8fire.com
	AUTHORIZED SIGNATURE:	
ITEM #		
1	Brush Truck, NWCG Type 6, Wildland Engine, International HV507 SF 4-Door, Diesel 6 x 6 Chassis, Flatbed 168" Aluminum Body Brush Truck	\$ 397,621. ⁰⁰ -
2	Extended Warranty: Cost of additional warranty period beyond the warranty identified within specification in Section 3 Add cost here and include details on separate sheet	\$ N/A -
3	Delivey time in days after receipt of Purchase Order	365 DAYS

Three hundred ninety seven thousand, six hundred twenty one dollar.



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711

purchdiv@port-orange.org

ADDENDUM NO. # 1

July 1, 2020

ITB #20-10 Brush Truck

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 16, 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:

1. Section 3, Pages 22 and 23 under **STAINLESS STEEL PLUMBING SYSTEM** and **AUXILIARY FIRE PUMP MOUNTING PROVISIONS**, the word "*Auxiliary*" is to be removed as the Darley LSP is the only pump on the unit (Please see Question 1). Those sections now read as the following:

STAINLESS STEEL PLUMBING SYSTEM

The fire pump plumbing system shall be built mostly of stainless steel piping, fittings, and connections. Victaulic couplings shall be installed to permit flexing of the plumbing system and allow for quick removal of piping or valves for service. Tank connections and remote plumbing shall use high-pressure flexible piping. Flexible hose couplings shall be threaded stainless steel or Victaulic connections.

FIRE PUMP MOUNTING PROVISIONS

The fire pump shall be installed under the body, front driver's side, between the cab and the front axle. The sub-structure shall have welded in mounting sub-plates between the structural members. The pump shall be mounted on a dielectric surface under pump and bolts through the sub-plates. There shall be access to the pump via removable panel(s) for service.

B. CHANGES TO SPECIFICATIONS:

N/A

C. QUESTIONS AND ANSWERS:

Question 1:

The specifications mentioning an **AUXILIARY FIRE PUMP** specifically under **STAINLESS STEEL PLUMBING SYSTEM & AUXILIARY FIRE PUMP MOUNTING PROVISIONS**, leads me to believe that there is a separate Auxiliary Pump, which would be separate from the Darley LSP "PTO Pump". Is there a separate Auxiliary Pump on this truck which is not being specifically called out or is the Darley LSP the only pump?

Answer: The Darley LSP pump is the only pump on the unit.

Michael Hall
Buyer

In all other respects, except as specifically stated herein, the subject ITB #20-10 remains unchanged.

END OF ADDENDUM NO. #1

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- _____ Form 7.2 – Vendor’s Acknowledgement
- _____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 7.4 – Drug Free/Tie Preference Statement
- _____ Form 7.5 – Public Entity Crimes Statement
- _____ Form 7.6 – Affidavit of Anti-Collusion
- _____ Form 7.7– Statement of Vendor’s Qualifications
- _____ Form 7.8 – Professional References for Previous Experience
- _____ Form 7.10 – Local Business Affidavit of Eligibility
- _____ Copy of License (Contractor, Sunbiz, etc.)
- _____ Attachment 1 – Bid Proposal
- _____ Bid Bond
- _____ Submission of one (1) original marked “ORIGINAL” and one (1) digital (CD or flash drive) version

in PDF format.

BY: Ten-8 Fire Equipment, Inc.

Name of Business



Authorized Signature

7/7/2020

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):

Ten-8 Fire Equipment, Inc.
NAME OF BUSINESS

2904 59th Ave. Dr. E.
MAILING ADDRESS

[Signature]
AUTHORIZED SIGNATURE

Bradenton, FL 34203
CITY, STATE & ZIP CODE

Stacey Abraham
NAME, TITLE, TYPED V.P. - Fire Apparatus Sales

941-756-7779
TELEPHONE NUMBER / FAX NUMBER

59-2812764
FEDERAL IDENTIFICATION #

sabraham@ten8fire.com
E-MAIL ADDRESS

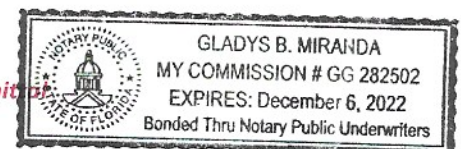
STATE OF Florida COUNTY OF Manatee

The foregoing instrument was acknowledged before me this day of July 7, 2020 by Stacey Abraham, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires: 12/6/2022

Gladys B. Miranda
Notary Public

This document must be completed and returned with your Submission.



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: July 1, 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.

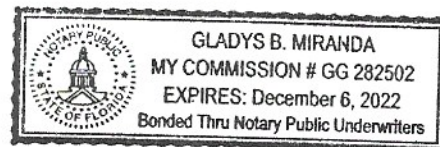
Ten-8 Fire Equipment, Inc.
Name of Business

By: [Signature]
Printed Name: Stacey Abraham
Title: V.P. - Fire Apparatus Sales

STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7 day of July, 2020, by Stacey Abraham, as VP - Fire Apparatus Sales of Ten-8 Fire Equipment, a Corporation. He or she is ☒ personally known or ☐ produced _____ as identification.

Gladys B. Miranda
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.

Ten-8 Fire Equipment, Inc.

Name of Business

By: Stacey Abraham

Printed Name: Stacey Abraham
Title: V.P. - Fire Apparatus Sales

STATE OF Florida
COUNTY OF Manatee

Sworn to (or affirmed) and subscribed before me this 7 day of July, 2020 by

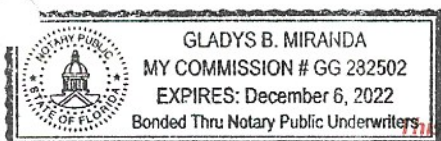
Stacey Abraham (NAME), as VP - Fire Apparatus Sales (TITLE) of Ten-8 Fire Equipment (NAME OF ORGANIZATION) and who:

[Notary: Please select one]

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

Gladys B. Miranda
Notary Public, State of FLORIDA

Printed, typed or stamped name, commission and expiration:



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

1. The business address of Ten-8 Fire Equipment, Inc. (name of Offeror or business) is 2904 59th Ave. Dr. E, Bradenton, FL 34203
2. My relationship to Ten-8 Fire Equipment, Inc. (name of Offeror or business) is V.P. - Fire Apparatus Sales (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 15, 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 15, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
- ~~7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____ . A copy of the order of the Division of Administrative Hearings is attached to this statement. (Draw a line through paragraph 7 if paragraph 6 above applies.)~~

Ten-8 Fire Equipment, Inc.

Name of Business

By: Stacey Abraham

Printed Name: Stacey Abraham

Title: V.P. - Fire Apparatus Sales

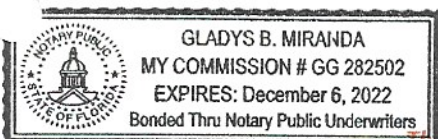
STATE OF Florida
COUNTY OF Manatee

Sworn to (or affirmed) and subscribed before me this 7 day of July, 2020 by Stacey Abraham, as V.P. - Fire Apparatus Sales of Ten-8 Fire Equipment and who:

[Notary: Please select one]

☒ is personally known to me; or

☐ has produced _____ as identification.



Gladys B. Miranda
Notary Public, State of FLORIDA

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

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

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

PRINTED SIGNATURE: Stacey Abraham

TITLE: V.P. - Fire Apparatus Sales

ADDRESS: 2904 59th Ave. Dr. E -

Bradenton, FL

CITY: _____ STATE: _____ ZIP CODE: 34203

TELEPHONE: 941-756-7779 FAX: 941-756-2598

COMPLETION TIME: _____

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

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

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF VENDOR'S QUALIFICATIONS

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

- A. Name of Vendor.
B. Permanent main office address.
C. Date organized.
D. If a corporation, where incorporated.
E. How many years have you been engaged in the contracting business under your present firm or trade name?
F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
G. General character of work performed by your company.
H. Have you ever failed to complete any work awarded to you? If so, where and why?
I. Have you ever defaulted on a contract? If so, where and why?
J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
K. List your major equipment currently owned or leased.
L. Experience in work similar to this type of project.
M. Background and experience of the principal members of your organization, including the officers.
N. Credit currently available: \$ _____
O. Give bank reference: _____
P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

See attached for answers.

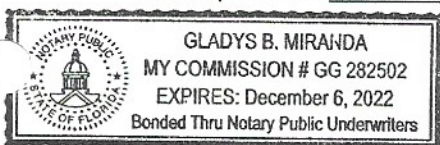
Ten-8 Fire Equipment, Inc.
Name of Business
By: [Signature]
Printed Name: Stacey Abraham
Title: V.P. - Fire Apparatus Sales

STATE OF Florida
COUNTY OF Manatee

Sworn to (or affirmed) and subscribed before me by means of ☒ physical presence or [] online notarization this 7th day of July, 2020, by Stacey Abraham, as VP - Fire Apparatus Sales of Ten-8 Fire Equipment and who:

[Notary: Please select one]

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



Gladys B. Miranda
Notary Public, State of FLORIDA
Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF VENDOR’S QUALIFICATIONS

- A. Ten-8 Fire Equipment, Inc.
- B. 2904 59th Ave. Dr. E., Bradenton, FL 34203
- C. May 18, 1987
- D. Bradenton, Florida
- E. 33 years
- F. Ten-8 currently has contracts on hand for three Skeeter Brush trucks. Ten-8 delivered eight Skeeter brush trucks to customer in the past 18 months.
- G. Ten-8 Fire Equipment, Inc. is a sales and service dealer for fire and emergency equipment and apparatus. Ten-8 services the states of Florida and Georgia.
- H. No
- I. No
- J. See Form 7.8
- K. N/A
- L. See Form 7.8
- M.
 - a. Robert Boggus, Sales Representative – 28 years with Ten-8
 - b. Stacey Abraham, Vice President, Fire Apparatus Sales – 18 years with Ten-8
 - c. Rich Downer, Vice President, Service – 5 years with Ten-8
 - d. B. Keith Chapman, President/CEO – 4 years with Ten-8
- N. Self funded
- O. BMO, Bradenton, FL
- P. Yes

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

1. Company Name: Polk County Fire Rescue
Contact Person: Jeff Calcutt
City, State: Bartow, FL
Telephone Number: 863-581-8301
Email Address: jeffcalcutt@polkfl.com
Description of goods or
Services provided: Ford F550 Skeeter Brush Trucks
Contract Amount: \$826,107.40
Start/End Date of Contract: June 2019/June 2020
2. Company Name: City of Colquitt
Contact Person: Craig Tully
City, State: Colquitt, GA
Telephone Number: 229-220-6942
Email Address: ctully@colquittga.org
Description of goods or
Services provided: Ford F550 Skeeter Brush Truck
Contract Amount: \$165,261.00
Start/End Date of Contract: February 2019/February 2020
3. Company Name: Palm Beach Gardens Fire Rescue
Contact Person: Donald Minor, Jr.
City, State: Palm Beach Gardens, FL
Telephone Number: 561-801-4945
Email Address: dminor@pbgfl.com
Description of goods or
Services provided: Skeeter Brush Truck
Contract Amount: _____
Start/End Date of Contract: June 2017/December 2017

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List all clients to whom you currently provide or have in the past provided 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	Polk County Fire Rescue	863-581-8301	Y	33	Sales and service of fire apparatus, equipment, and ambulances
2	City of Colquitt	229-220-6942	Y	1	Sales and service of Skeeter Brush Truck
3	Palm Beach Fire Rescue	561-801-4945	Y	33	Sales and service of fire apparatus, equipment, and ambulances

This document must be completed and returned with your Submittal.

FORM 7.10 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

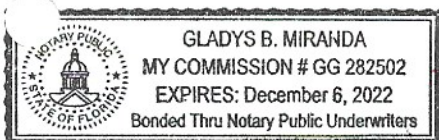
City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**RFSQ/RFP/ITN/BID/CONTRACT/PROJECT#(as applicable): ITB #20-10 Brush TruckBUSINESS NAME: Ten-8 Fire Equipment, Inc. CONTACT PERSON/TITLE: Stacey Abraham-V.P. MAILING ADDRESS: 2904 South Ave. Dr. E. CITY-STATE-ZIP: Brdenton, FL 34203
Length of Time at Address Provided: _____Physical Presence of Business: ☒ Headquarters, ☐ Manufacturing Facility, or ☐ Locally Owned FranchiseAnd within Legal Boundaries: ☐ The City of Port Orange ☐ Volusia County ☒ The State ofFlorida FEIN (Federal Employer Identification Number): 59-2812764BUSINESS STRUCTURE: ☒ Corporation ☐ LLC ☐ Partnership ☐ Sole Proprietorship
☐ Other (Specify): _____PHONE NUMBER: 941-756-7779 FAX: 941-756-2598EMAIL: sabraham@ten8fire.com**ATTESTATION – I understand that:**

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

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

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

Ten-8 Fire Equipment, Inc.
Name of BusinessBy: Stacey AbrahamPrinted Name: Stacey Abraham
Title: V.P. - Fire Apparatus SalesSTATE OF Florida
COUNTY OF ManateeThe foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 7 day of July, 2020 by Stacey Abraham, as VP-Fire Apparatus Sales of Ten-8 Fire Equipment, a Corporation. He or she is ☒ personally known or ☐ produced as identification.Gladys B. Miranda
Notary Public, State of FLORIDA
Printed, typed or stamped name, commission and expiration:**this document must be completed and returned with your Submittal**

LICENSE CERTIFICATE

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

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

License

FOR A DEALER IN FRANCHISED
MOTOR VEHICLES

LICENSE NUMBER
VF/1001939/1

PRIMARY LOT

EFFECTIVE DATE

11/05/2019

EXPIRATION DATE

12/31/2020

THIS CERTIFIES, THAT

TEN 8 FIRE EQUIPMENT INC

AT 2904 59TH AVE DR E
BRADENTON, FL 34203

IS HEREBY LICENSED UNDER THE PROVISIONS OF SECTION

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

GIVEN UNDER MY HAND AND SEAL THE ABOVE DATE WRITTEN.

Julie W. Gentry

BUREAU CHIEF



Robert R. Kynoch

DIRECTOR

HSMV 84103 (REV. 2/11)S

STATE OF FLORIDA

VOID
IF
ALTERED

VOID
IF
ALTERED

LICENSE CERTIFICATE

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

SKEETER BRUSH TRUCKS, LLC
1362 EAST RICHEY ROAD
HOUSTON, TX 77073-3505

License

FOR A MANUFACTURER OF MOTOR
VEHICLES

EFFECTIVE DATE

08/22/2018

LICENSE NUMBER

MV/1125993/1

PRIMARY LOT

EXPIRATION DATE

09/30/2020

THIS CERTIFIES, THAT

SKEETER BRUSH TRUCKS, LLC

AT 201 CERCON DRIVE
HILLSBORO, TX 76645

IS HEREBY LICENSED UNDER THE PROVISIONS OF SECTION

320.60-320.70, FLORIDA STATUTES TO CONDUCT AND CARRY ON
BUSINESS AS A MANUFACTURER OF MOTOR VEHICLES IN THE STATE OF
FLORIDA

GIVEN UNDER MY HAND AND SEAL THE ABOVE DATE WRITTEN.

Julie W. Gentry

BUREAU CHIEF



Robert R. Kynoch

DIRECTOR

HSMV 84103 (REV. 2/11)S

STATE OF FLORIDA

VOID
IF
ALTERED

VOID
IF
ALTERED

BID BOND

Nationwide Mutual Insurance Company
1100 Locust St., Dept 2006
Des Moines, IA 50391-2006
(866) 387-0457

CONTRACTOR:

Ten-8 Fire Equipment, Inc.
2950 59th Ave Dr E
Bradenton, FL 34203

SURETY:

Nationwide Mutual Insurance Company
1100 Locust Street, Department 2006
Des Moines, IA 50391

OWNER: City of Port Orange, FL
1000 City Center Circle
Port Orange, FL 32129

BOND AMOUNT: (5%) Five Percent of Amount Bid

PROJECT:

ITB #20-10 Brush Truck

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be a Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 9th day of July

2020

Kathy Arce
(Witness) Kathy Arce - Office Assistant

Kyndal Orr
(Witness)

Ten-8 Fire Equipment, Inc.
(Principal) (Seal)

Stacy Abraham
(Title) V.P. - Fire Apparatus Sales
Nationwide Mutual Insurance Company

(Surety) (Seal)

William Wayne Siddons
(Title) WILLIAM WAYNE SIDDONS Attorney-in-Fact



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation
Allied Property and Casualty Insurance Company, an Iowa corporation

AMCO Insurance Company, an Iowa corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint:

WILLIAM WAYNE SIDDONSON

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

Five Percent of Amount Bid

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 27th day of February, 2019.



Antonio C. Albanese
Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company, AMCO Insurance Company, Allied Property and Casualty Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK, COUNTY OF NEW YORK: ss

On this 27th day of February, 2019, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed hereto is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.

Suzanne C. Delio
Notary Public, State of New York
No. 0206126649
Qualified in Westchester County
Commission Expires September 16, 2021

Suzanne C. Delio

Notary Public
My Commission Expires
September 16, 2021

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 9th day of July, 2020

Laura B. Guy

Assistant Secretary



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

Detail by Entity Name

Florida Profit Corporation

TEN-8 FIRE EQUIPMENT, INC.

Filing Information

Document Number	J73707
FEI/EIN Number	59-2812764
Date Filed	05/18/1987
State	FL
Status	ACTIVE
Last Event	AMENDMENT
Event Date Filed	05/02/2016
Event Effective Date	NONE

Principal Address

2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203

Changed: 03/07/1990

Mailing Address

2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203

Changed: 03/07/1990

Registered Agent Name & Address

TEN-8 FIRE EQUIPMENT
2904 59TH AVE DRIVE EAST
BRADENTON, FL 34203

Name Changed: 01/16/2019

Address Changed: 04/14/2006

Officer/Director Detail

Name & Address

Title ST

MIRANDA, GLADYS B.
2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203

Title D

BOUWER, DANN A.
1110 64TH STREET NW
BRADENTON, FL 34209

Title D

JONES, MARK S.
4119 3RD AVENUE NE
BRADENTON, FL 34208

Title PCEO

CHAPMAN, B. KEITH
2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203

Title S

ABRAHAM, STACEY
2904 59TH AVENUE DRIVE EAST
BRADENTON, FL 34203

Annual Reports

Report Year	Filed Date
2018	01/24/2018
2019	01/16/2019
2020	01/15/2020

Document Images

01/15/2020 -- ANNUAL REPORT	View image in PDF format
01/16/2019 -- ANNUAL REPORT	View image in PDF format
01/24/2018 -- ANNUAL REPORT	View image in PDF format
02/17/2017 -- ANNUAL REPORT	View image in PDF format
05/02/2016 -- Amendment	View image in PDF format
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02/19/1996 -- ANNUAL REPORT	View image in PDF format
04/21/1995 -- ANNUAL REPORT	View image in PDF format



TEN8F-1

OP ID: SP

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 07/08/2020

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 Gifford-Heiden Ins Inc 111 E Venice Avenue Venice, FL 34285 Nicole T Gifford	CONTACT Nikki Gifford NAME: PHONE (A/C, No, Ext): 941-484-0681 FAX (A/C, No): 941-485-3835 E-MAIL ADDRESS:
INSURER(S) AFFORDING COVERAGE	
INSURER A: Valley Forge Insurance Co NAIC # 20508	
INSURER B: National Fire Ins Co 20478	
INSURER C: Continental Casualty Co 20443	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES	CERTIFICATE NUMBER:	REVISION NUMBER:
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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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contract Liab ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		2091595545	07/30/2019	07/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ PIP \$10000			2071988532	07/30/2019	07/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10000			2048055914	07/30/2019	07/30/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☒ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		X	2067574121	01/01/2020	01/01/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Garage Liab			2071988532	07/30/2019	07/30/2020	Occ/Agg 1m/2m
B	GKLL Phy Dmg			2071988532	07/30/2019	07/30/2020	GKLL 1,600,000

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

Skeeter Brush Truck-City of Port Orange is included as additional insured. A waiver of subrogation applies to Workers Compensation. A 30 day notice of cancellation shall apply per contract.
 jfontane@port-orange.org

CERTIFICATE HOLDER
CANCELLATION

PORT001 CITY OF PORT ORANGE P O DRAWER 2910 PORT ORANGE, FL 32129-1038	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
---	---

**Additional Insured - Owners, Lessees or Contractors -
Scheduled Person or Organization Endorsement**

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **bodily injury or property damage** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Workers Compensation And Employers Liability Insurance Policy Endorsement

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 4; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 2 67574121

Policy Effective Date: 01/01/2019

Policy Page: 34 of 54



**NWCG Type 6 Wildland Engine
International HV507 SF 4 Door Diesel 6x6
168" Flat Bed Aluminum Body Brush
Truck**

**City of Port Orange
1000 City Center Circle Port Orange, FL 32129**

**ITB #20-10
July 15th, 2020
2:30 P.M.**

**Submitted by:
Ten-8 Fire Equipment, Inc.**

PROPOSAL

We are pleased to submit the following specifications to you for a **Type 6 High Water Brush Truck** per your request for quotation. The following paragraphs will describe in detail the apparatus proposed. Loose equipment not specifically requested will not be provided.

Skeeter Brush Trucks, LLC is a custom fire apparatus manufacturer specializing in Brush-Grass-Wildland fire fighting vehicles. Our 22,000 square foot manufacturing facility is located in Hillsboro, Texas and is operated by some of the most experienced wildland firefighting vehicle manufacturing individuals in the business. Our performance and quality minded approach to manufacturing generates some of the most reliable vehicles in the industry, thus yielding a very high return on investment.

Skeeter Brush Trucks, LLC provides the best sole source product and service solutions to the fire service. Skeeter Brush Trucks LLC carries \$1,000,000 in liability insurance, with \$3,000,000 in excess umbrella liability insurance. The opportunity to place this Skeeter Brush Truck in your department is greatly appreciated and we are certain it will fulfill your every requirement. We look forward to working for you.

Ten-8 Fire Equipment, Inc. sales and service professionals are dedicated and experienced in all aspects of the fire apparatus business. Our core business is the sales and service of fire apparatus. Ten-8 Fire Equipment, Inc. is the exclusive distributor of Skeeter Brush Trucks, LLC in the States of Florida and Georgia.

SERVICE ADVANTAGE

Ten-8 Fire Equipment, Inc. currently staffs sixteen (7) service centers located throughout Florida and Georgia and maintains a fleet of service vehicles to provide on-site service of your SKEETER Brush Truck. Ten-8 Fire Equipment, Inc. is dedicated to the fire service and provides service and maintenance exclusively on fire apparatus. Ten-8 employs numerous EVT trained technicians and is constantly engaged in continuing factory and EVT training classes and programs in order to stay abreast of the rapidly improving technologies incorporated within today's fire apparatus. Ten-8 is an authorized sales and service dealer for Pierce Mfg., and an authorized service center for Waterous, Hale, and Darley fire pumps, and an OEM distributor for all major fire equipment accessories.

CONSTRUCTION AND DESIGN

Skeeter Brush Trucks body and component designs are engineered. Body construction (unless otherwise noted) is done in-house, using the best in design and materials. RBM's for body frames are among the very highest in the industry. Wiring harnesses are custom manufactured in-house and meet or exceed OEM standards. All wiring is protected, run through conduit, and distributed through one, easily accessed, sealed control box.

CHASSIS OPERATIONAL MANUAL

The chassis manufacturer shall provide one (1) operational manual. This manual may be in either a notebook type binder, with reference tabs or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

FIRE PUMP OPERATIONAL MANUAL

A fire pump service, instruction, and operational manual shall be supplied. This manual may be in either a notebook type binder, with reference tabs or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

FOAM SYSTEM OPERATIONAL MANUAL

A foam system service, instruction, and operational manual shall be supplied. This manual may be in either a notebook type binder, with reference tabs or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

APPARATUS OPERATIONAL MANUALS

The chassis manufacturer shall provide one (1) operational manual. This manual may be in either a notebook type binder, with reference tabs or USB thumb drive with all of the printed material in an electronic format (Adobe Acrobat PDF).

PAINT

1. Cab Color: Pierce #90 Red
2. Cab Secondary Color: N/A
3. Description: Solid Pierce #90 Red
4. Bumper Color: Black Bed Liner
5. Wheel Color: Black
6. Body Color: Polished Aluminum
7. Cab and Side Protection Bars: Black Bed Liner
8. Headache Rack: Black Bed Liner

CHASSIS SPECIFICATIONS

One (1) International HV507 Series, six-wheel drive 6x6, four (4) door cab and chassis

GVWR: 60,000#

Frame: steel reinforced single channel type, with liner

Frame: Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL,

Frame Reinforcement: Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm),

Tow Hooks: front

Front Driving Axle: 18,000-lb Capacity, with Hub Piloted Wheel Mounting

Front Suspension: 18,000#

Front Tires: two (2) 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position

Front Wheels: steel disc wheels

Mud Flaps: front mud flaps

Transfer Case: Meritor T-4213 2, 2 Speed, 13,000 lb/ft Total Capacity, With Electric Over Air Control

Rear Axle: Meritor MT-40-14X-4DCR Single Reduction, 40,000-lb Capacity, w/.433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends . Gear Ratio: 5.29

Rear Suspension: Hendrickson RT-403 Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Multileaf Springs, with Rubber Center Bushing

Rear Tires: four (4) 385/65R22.5 Load Range J XZY-3 (MICHELIN), 491 rev/mile, 65 MPH, All-Position

Rear Wheels: four (4) Steel disc wheels

Gear Ratio: 5.29

Air Brake System: equipped with air-operated brakes and an anti-lock braking system (ABS), air dryer, manual air tank drains

Engine: Navistar Cummins L9 380 EPA 2017, 380HP @ 2000 RPM, 1150 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed, 380 Peak HP (Max), (RATED FOR EMERGENCY VEHICLES ONLY)

Engine Exhaust Brake: Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger

Cooling System: -30 degrees Fahrenheit

Exhaust System: vertical mounted, right side

Fuel Tank: left side step tank 50-gallon

Fuel Filter: fuel/water with dash mounted alarm, indicator light

Transmission: Allison 3000EVS_P 4th Generation Controls; Close Ratio, 5-Speed; With Overdrive

Oil Level Sensor, With Provision for PTO, Less Retarder, Max. GVW N/A

Steering: power

Batteries: International Maintenance-Free Fleetrite Maintenance-Free, (3) 12-Volt 2850CCA Total, Top Threaded Stud

Alternator: Leece-Neville BLP4006HN Brushless, 12 Volt 325 Amp. Capacity, Pad Mount, with Remote Sense

Cab: Four (4) door, with tilting fiberglass front hood assembly

Cab accessories and features shall include:

- 1) Factory tinted glass in all windows
- 2) Amber DOT edge of roof clearance/marker lights
- 3) Gray interior trim with vinyl upholstery
- 4) Gray vinyl floor mat
- 5) Dual sun visors
- 6) Electric windshield washer
- 7) Electric windshield wipers with two speed switch with wash and intermittent
- 8) Exterior handrails at each cab door
- 9) High output heater and defroster system with electronic controls
- 10) Dual electric horns
- 11) Halogen headlights
- 12) Front turn signal lamps

Cab Paint: Pierce #90 Red

Wheel Color: Black

Climate Control: heater, defroster, and air conditioning

Cab Mirrors: two (2) extended style mirrors, with convex mirrors

Cab Instruments: standard metric

Driver's Seat: National 2000} NFPA Compliant, Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjust

Front passenger's seat: National 2000} NFPA Compliant, Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Angle Adjust

Rear passenger seat: National BENCH; Full Width; Vinyl, with Fixed Back and Two Integral Outboard Headrests

Front Seat Belts: 3-Point, Lap and Shoulder Belt Type

Rear Seat Belts: (3) Two 3-Point Shoulder Belts for Driver and Outer Passenger and One 2- Point Lap Belt for Center Passenger

Printed Manuals: one (1) printed chassis operation manual

CHASSIS EQUIPPED PTO OUTPUT

The chassis transmission shall be equipped with the factory PTO output provision.

BUMPER EXTENSION

There shall be a custom fabricated steel bumper extension that extends the bumper 24" forward of its original position. It shall be fastened with grade 8 hardware.

BUMPER PLATFORM

There shall be a 24" polished aluminum diamond plate from the OEM grill to rear of the bumper extension and it shall be properly supported to hold up to 250lbs.

FRONT BUMPER

The factory bumper shall be removed and replaced with a custom fabricated, heavy duty aluminum bumper and grille guard protection assembly.

The bumper and grille guard shall be sprayed with black bed liner.

REAR MUD FLAPS

The chassis shall be supplied with mud flaps with the manufacturer's logo. The mud flaps shall be installed behind the rear wheels.

FRONT BUMPER SKID PLATE

A .3125" skid plate will be installed from the bumper area extending below the bumper extension and chassis radiator area.

TRANSFER CASE SKID PLATE, LONG

A removable heavy .250" aluminum skid plate assembly shall be installed to protect the oil pan and transfer case.

CAB PROTECTION/ENTRY STEPS, CUSTOM

Each side of the 4-door cab shall have protection rails designed to protect the cab from damage off road. The rails shall also serve as cab entry steps. They shall be made of 2" sch 40 steel tubing and be mounted to the chassis frame. The step portion shall be made of 1/4" x 1" expanded metal.

The cab bars shall be sprayed with Black bed liner.

CAB PROTECTION BARS, 4-DOOR

The upper portion of the 4-door chassis cab shall have custom fabricated protection bars, one (1) each side. The armor shall be made of 2" sch 40 steel tubing and shall attach to the headache rack and bumper/grille guard. The tubing shall be flexibly mounted at each end to allow chassis flex while operating off road.

The cab bars shall be sprayed with Black bed liner.

CUSTOM FABRICATED CONSOLE AND SWITCH PANEL

A custom fabricated poly (plastic) electrical console and enclosure shall be located between the driver's and passenger's seats. It shall house the siren, switches, cup holder, and auxiliary equipment.

REAR RECEIVER

The rear of the chassis shall be equipped with one (1) square steel tube receiver assembly for high or low angle rescue, trailer use, and winch applications. It shall be the same size as a Class III trailer hitch and shall be attached to the chassis frame assembly. The receiver shall be rated at approximately 10,000#.

The rear receiver assembly shall be equipped with two (2) heavy duty rear tow loops, one (1) each side.

FIRE PUMP SPECIFICATIONS

NFPA 1901 COMPLIANT PUMP

The Darley LSP 750 GPM fire pump and related plumbing on the specified apparatus shall be installed in accordance with applicable NFPA 1901 guidelines at the time the contract was placed.

PUMP OPERATOR'S PANEL

A pump operator's side panel pump module shall be provided. It shall be assembled and mounted independently from both the chassis and the body to properly allow sufficient flexing and prevent component fatigue. The pump operator's panel shall measure 28". The pump module width shall be 72" with an overall width at the running board edges of 96". The module shall be constructed using aluminum square tubing and shall be fully welded. The welded ends of the tubing shall be chamfered prior to welding and shall be ground smooth prior to finishing. Due to the importance of the strength of this welded assembly, bolted together module designs shall not be accepted.

SIDE PANELS STAINLESS STEEL

The pump compartment module shall have left and right-side pump panels constructed of stainless steel sheets. The side pump panels shall be removable.

GAUGE PANEL STAINLESS STEEL

The pump operator's upper gauge panel shall be located on the left side of the pump module above the main control panel and shall be vertically hinged. It shall be constructed from stainless steel and shall include two push button type latches.

ACCESS PANEL STAINLESS STEEL

There shall be a vertically hinged upper access panel located above the main pump panel on the right side of the unit. It shall be constructed from stainless steel and have two push button type latches.

COLOR CODED LABELS

A set of color coded and function described labels shall be provided on the pump panels for the pump operator's controls, gated inlets, discharge outlets, drains, intake gauge, and pressure gauges (as applicable). The labels shall be a high-quality plastic material with a durable adhesive on the back.

PUMP PANEL LIGHT SHIELD - LEFT

One (1) polished, extruded aluminum light shield assembly shall be provided above the left side pump panel area. There shall be a minimum of two (2) weather resistant lights installed within the shield. A switch located on the pump operator's panel shall be provided to activate the lights.

PUMP PANEL LIGHT SHIELD - RIGHT

One (1) polished, extruded aluminum light shield assembly shall be provided above the right-side pump panel area. There shall be a minimum of two (2) weather resistant lights installed within the shield. A switch located at the pump operator's panel shall be provided to activate the lights.

PUMP COMPARTMENT LIGHTS

Two (2) 5" round dome style lights shall be provided inside the pump compartment area. Each shall be switched on the light itself.

RUNNING BOARDS

Running boards shall be installed on each side of the pump compartment module. The running boards shall be constructed of 1/8" embossed fire apparatus bright aluminum treadplate. Each shall be a minimum of approximately 12" deep x the width of the side panel module. The running boards shall have a 1-1/4" upward bend on the inside edge to act as a kick plate.

The aluminum treadplate shall meet recommendations for slip resistant surfaces at the time of proposal.

The running boards shall be attached to a frame mounted outrigger support structure. Each running board to have a 3" downward bend on the front and side faces with a 1" underside return for superior strength.

SINGLE STAGE FIRE PUMP

The pump shall be a Darley LSP single stage fire pump, capable of 500 gpm up to a 1000 gpm rating.

Power to drive the pump shall be provided by a transmission PTO. The pump shall be midship mounted and designed to operate through a transmission PTO. This installation does allow for pump and roll operation.

The pump casing shall be a fine grain cast iron alloy, vertically split, with a minimum 40,000 psi tensile strength and bronze fitted.

The pump shall contain a cored heating jacket feature that, if selected, can be connected into the vehicle antifreeze system to protect the pump from freezing in cold climates as well as cooling the vehicle chassis engine.

The impeller shall be a high strength bronze alloy of a radial flow design for high suction lift capacity, accurately balanced and splined to the pump shaft for precision fit and durability.

The seal rings shall be renewable, double labyrinth, wrap around bronze type.

The pump shaft shall be precision ground stainless steel with long wearing, very hard, chrome oxide coating under the packing glands. A mechanical seal is also available if desired. The shaft shall be splined to receive broached impeller hubs, for greater resistance to wear, torsional vibration, and torque imposed by engine.

A stuffing box shall be provided and shall be of the plunger injection style, utilizing a plastallic composite packing equalizing pressure around the shaft. Packing shall be renewed by removing the plunger, inserting the packing, and reinstalling the plunger. This packing design shall be provided to minimize friction, heat generation, and apparatus down time. This feature is designed to allow replacement and/or adjustment of packing within a 15-minute period.

Due to the advantages of the above packing feature, rope or braid type packing gland designs are not acceptable.

A silicon carbide mechanical seal is also available if desired.

The bearings provided shall be heavy duty, deep groove, radial-type ball bearings. They shall be oversized for extended life. The bearings shall be protected at all openings from road dirt and water splash with oil seals and water slingers.

The transmission case shall be heavy-duty cast iron alloy with adequate oil reserve capacity for low operating temperatures. A magnetic drain plug shall be provided.

The gears shall be cut from high strength alloy steel, heat treated, precision ground and carburized.

A discharge manifold, as supplied as part of the pump by the pump manufacturer, shall include a discharge head check valve assembly to allow priming of the pump from draft with discharges open and caps off, and to prime faster than designs that require the air to be evacuated from the discharge manifold.

Discharge outlets shall have extensions with companion flange openings to allow ease of service.

The pump priming system, heat exchanger system, discharge and suction valves, relief valves, and master drain shall be as detailed elsewhere in these specifications.

Two (2) manuals covering the fire pump, pump transmission and selected options of the fire pump shall be provided with the apparatus.

PUMP CERTIFICATION

The fire pump shall be tested to meet the flow requirements of the pump installed on the apparatus. A written certification shall be provided with the completed vehicle.

STANDARD PUMP MODULE UL RATING 750 GPM

ELECTRIC PRIMER

The fire pump priming system shall consist of one (1) 12V positive displacement type rotary vane primer of a fluidless design.

A single, push-pull control shall be located on the pump operator's panel with a "Pull to Prime - Push to Close" label. The primer shall not require a lubrication tank nor any lubrication including water. The priming pump shall be constructed of heat treated aluminum and hard coat anodized.

The pump priming system shall include a light to indicate when the pump priming system has been activated. The light shall be red in color and shall be labeled "WARNING - Primer Engaged".

PRESSURE GOVERNOR

A Darley "AUTO CONTROL" electronic pressure governor and engine monitoring system shall be installed on the pump operators control panel. The governor shall be configured to operate with the chassis engine. It shall regulate engine RPM to maintain a consistent pressure out of the water pump over a wide range of outgoing flows. The unit shall operate in both RPM and PSI modes.

The 6-1/2" x 7-1/2" control unit shall include the following features:

DISPLAY:

- A 4-digit LED readout for pump discharge pressure.
- A 4-digit LED readout for pump intake pressure.
- A 20 segment LED bar graph for the pressure or RPM setting.
- A 4-digit readout for engine RPMs.
- "Throttle Ready" green LED.
- Three (3), 10 segment bar graphs for battery voltage, engine oil pressure, and engine temperature. The bar graph display shall flash if low voltage, low oil pressure, or high engine temperature condition occurs.

FUNCTION SWITCHES:

Idle Mode - Preset - Increase - Decrease - Silence.

This system shall utilize information from the chassis engine ECU.

An audible alarm buzzer shall be included.

INDICATOR LIGHT

A green indicator light labeled "THROTTLE READY" shall be included with the pressure governor control located on the pump operator's panel. It shall indicate that the pump is engaged in the proper stationary pumping position, and that the parking brake is set.

INTAKE RELIEF VALVE

One (1) NFPA compliant intake relief valve shall be provided and mounted on the suction side of the pump, adjustable from 50-250 psi, on the valve itself. The valve shall be factory preset at approximately 125 psi. The system does not include an on/off control.

MASTER DRAIN

One (1) rotary style master drain shall be installed on the lower portion of the side control panel. It shall be of brass construction and use a rotary screw mechanism against a rubber sealing surface. Each port shall be isolated. An "open and closed" label with arrows indicating direction shall be installed.

1/4 TURN DRAINS

Each gated 1-1/2" or larger inlet and discharge shall have a quarter turn drain valve installed. The drain valves shall be located along the bottom on each pump panel. Inlets & discharges shall be plumbed to each drain at the lowest point. Each drain shall be plumbed with low pressure hose to drain below bottom of the apparatus and be directed away from the pump operator. Each drain valve shall have a T-handle control with a recess in the "T" for a color-coded function label.

PUMP PANEL ID PLATE

An identification plate, prepared by the fire pump manufacturer, shall be installed on the pump operator control panel to identify the fire pump serial number, model number, and performance.

PLUMBING SYSTEM

The plumbing system shall consist of hard piping, or flexible high-pressure hose with stainless steel ends, as deemed necessary for the application. Upon completion, the entire system shall be fully pressure tested.

The tank to pump plumbing and valve arrangement shall be capable of delivering water to the pump at a minimum flow rate of 500 GPM while pumping at 150 psi pressure.

Each gated intake shall be equipped with a 3/4-inch bleeder valve located in close proximity to the intake. All intakes shall be provided with suitable closers (valves or caps) capable of withstanding 500 PSI.

When any 3" or larger intake or discharge is gated (except tank to pump valve), the valve shall have a mechanism to allow the valve to fully open or fully close no faster than 3 seconds.

Any 2-1/2" or larger discharge outlet, mounted 42" or higher from ground, which hose is to be connected, and which is not in a hose storage area, shall be supplied with a swiveling sweep elbow of at least 30 degrees.

All 2-1/2" and larger intakes and discharges shall be equipped with drains. All drain valves shall be operational without the operator having to get under the apparatus. All discharges and intakes shall terminate with NST threads, chrome caps and chains, unless detailed otherwise in these specifications.

5" LEFT SIDE INLET

One (1) 5" suction steamer inlet with male NH threads shall be provided, on the left side pump panel. The inlet shall have a removable screen.

The inlet shall have a polished chrome cap, engraved with the pump manufacturer's logo and name. The logo and name shall be painted with high quality urethane paint.

5" RIGHT SIDE INLET

One (1) 5" suction steamer inlet with male NH threads shall be provided, on the right-side pump panel. The inlet shall have a removable screen.

The inlet shall have a polished chrome cap, engraved with the pump manufacturer's logo and name. The logo and name shall be painted with high quality urethane paint.

2-1/2" SUCTION - LEFT SIDE (Darley)

One (1) 2-1/2" brass suction valve shall be installed on the left pump panel with the valve body mounted behind the pump panel. The control handle shall be the quarter turn ball type, of the fixed pivot design, and located alongside the suction valve.

The suction shall terminate with a 2-1/2" female NST chrome inlet swivel, a chrome male plug, chain, and a brass inlet strainer.

The valve shall be Darley brand with a polished stainless-steel ball.

2-1/2" SUCTION - RIGHT SIDE (Darley)

One (1) 2-1/2" brass suction valve shall be installed on the right pump panel with the valve body mounted behind the pump panel. The control handle shall be the quarter turn ball type, of the fixed pivot design, and located alongside the suction valve.

The suction shall terminate with a 2-1/2" female NST chrome inlet swivel, a chrome male plug, chain, and a brass inlet strainer.

The valve shall be Darley brand with a polished stainless-steel ball.

TANK TO PUMP LINE MANUAL CONTROL

One (1) manually controlled tank to pump line shall be provided for connection between a water tank and the fire pump. The valve shall be a 3" bronze, quarter turn ball type. The valve shall be controlled from the pump operator panel using a push pull control with Tee" handle.

TANK TO PUMP CHECK VALVE

The fire pump suction inlet manifold shall be provided with a tank to pump check valve. This check valve shall meet the water flow requirements and automatically open when drafting from the tank and close if the pump suction receives water pressure from an outside source.

1-1/2" TANK FILL

One (1) 1-1/2" pump to tank fill line shall be installed with a 1-1/2" inline bronze valve. The valve shall be manually controlled and properly labeled at the pump operator's panel.

2-1/2" LEFT SIDE DISCHARGES (Darley)

ONE (2) 2-1/2" discharge outlets with 2-1/2" pipe and valve with chrome NST threads shall be supplied at the left side panel. Each valve shall be a quarter turn ball type, self-locking, fixed pivot design and shall be operated with a lever control from the pump operator's panel.

Each valve shall be Darley bronze valve with a high polished stainless-steel ball.

Each valve shall have a chrome cap and a stainless-steel retaining chain.

ONE (2) 2-1/2" liquid filled gauges, each with a stainless-steel bezel shall be provided, one for each discharge. The gauges shall be located on the pump operator's panel near the respective discharge control.

2-1/2" RIGHT SIDE DISCHARGE (Darley)

ONE (2) 2-1/2" discharge outlets with 2-1/2" pipe and valve with chrome NST threads shall be supplied at the right-side panel. Each valve shall be a quarter turn ball type, self-locking, fixed pivot design and shall be operated with a lever control from the pump operator's panel.

Each valve shall be Darley bronze valve with a high polished stainless-steel ball.

Each valve shall have a chrome cap and a stainless-steel retaining chain.

ONE (2) 2-1/2" liquid filled gauges, each with a stainless-steel bezel shall be provided, one for each discharge. The gauges shall be located on the pump operator's panel near the respective discharge control.

TWO CROSSLAYS

Two (2) 1-3/4" crosslays shall be installed in the pump module above the pump. The crosslays shall each have capacity for 200 ft. of 1-3/4" double jacket fire hose.

The crosslays shall each be piped with 2" pipe and 2" self-locking valve and terminate with a bronze 2" NPT x 1-1/2" NST chicksan type swivel up through the center of the crosslay flooring. The valves shall be bronze with stainless steel balls. The bronze swivels shall allow hose out either side of the crosslay.

The outside edges of each side opening shall be trimmed with polished stainless steel.

A manual valve control shall be furnished at the pump operator's panel for each.

Two (2) 2-1/2" liquid filled gauges, each with a stainless-steel bezel shall be provided, one for each discharge. The gauges shall be located on the pump operator's panel near the discharge control.

2-1/2" RIGHT REAR DISCHARGE

One (1) 2-1/2" discharge outlet with 2-1/2" pipe and 2-1/2" self-locking valve shall be supplied with NPTF thread outlet for OEM connection to a right rear discharge on the apparatus. The valve shall be bronze with a stainless-steel ball. The valve shall be a quarter turn ball type, self-locking, fixed pivot design and shall be operated with a control from the operator's panel. The valve control shall be mounted to the valve body mounted behind the pump panel.

A 2-1/2" liquid filled gauge with a stainless-steel bezel shall be provided for the discharge. The gauge shall be located on the pump operator's panel near the discharge control.

1.5 " Front bumper DISCHARGE

One (1) 1-1/2" discharge outlet with 2" pipe and 2" self-locking valve shall be supplied with NPTF thread outlet for OEM connection to a right rear discharge on the apparatus. The valve shall be bronze with a stainless-steel ball. The valve shall be a quarter turn ball type, self-locking, fixed pivot design and shall be operated with a control from the operator's panel. The valve control shall be mounted to the valve body mounted behind the pump panel.

A 2-1/2" liquid filled gauge with a stainless-steel bezel shall be provided for the discharge. The gauge shall be located on the pump operator's panel near the discharge control.

WATER LEVEL GAUGE

One (1) Fire Research "TankVision" water tank level gauge display shall be installed on the pump operator's panel. The gauge shall have an LED display, which flashes when the tank level reaches 25% of capacity. A built-in calibration system shall allow the bottom tank mounted transducer to be mounted with any tank configuration. (Transducer to be shipped loose.)

A pump performance test certificate shall be supplied from the pump manufacturer as it performed in the manufacturer's test room prior to mounting into the module framework.

It shall be the responsibility of the purchaser to furnish any NFPA recommended items not detailed in these specifications.

FOAM PROPORTIONER

A FoamPro 2001 Class A automatic, electronic, direct injection, foam proportioning system will be installed on the discharge side of the pump. It will provide foam to predetermined foam dis-charge(s). This foam system is completely automatic and requires only one push button to turn it on before the system is functioning.

The system will incorporate a paddle wheel flow meter to measure the water flow and based on the foam percentage selected at the controller the direct injection pump will inject the proper amount of foam into the foam discharge(s).

The system is capable of providing precise foam solution concentration rates from 0.1% to 3% and are easily operator adjustable with the push button digital display control.

System Capacity - Foam Pump is capable of 2.5 GPM of foam output @ 150 psi. Pump motor is 1/2 HP 12 volt.

Foam Concentration Water Flow Range

0.1% 20-2600 GPM

0.2% 20-1300 GPM

0.3% 20-833 GPM

0.5% 20-520 GPM

1.0% 20-260 GPM

3.0% 20-85 GPM

A check valve will be installed between the flowmeter and the injection fitting to avoid foam contamination back into the rest of the pump.

System Features: (4) Selectable modes for operator information

1) Flow mode: Displays the total amount of water being flowed out of the foam discharges(s). Foam system need not be enabled to function in this mode.

2) Total Water mode: When selected shows the total amount of water flowed out of the foam dis-charge(s) since the unit was in operation.

3) Foam Percentage% mode: When selected shows the percentage rate that foam is being inject-ed at if the system was turned on. This percentage can be changed by pressing the up or down arrow buttons at the bottom of the display.

4) Total Foam mode: When selected shows the total amount of foam that has been injected since the unit was turned on.

System will be provided with a low foam tank level switch which will alert operator of low foam concentrate level and will automatically shut unit off after two minutes.

Foam system flushing is achieved by simply turning off the unit and flowing water out of the dis-charge(s) that were previously flowing foam solution.

System will be completely installed inside pump compartment, with digital control unit and instruction plate mounted on the pump operators control panel. An installation and operation manual will be included with the system, and a one-year warranty will also be provided. The system will be installed by a certified FoamPro dealer only and will be fully calibrated and test-ed for proper operation prior to delivery.

STANDARD FOAM SUPPLY VALVE

The foam system will be installed with a 3-way foam system supply valve. This 3/4" valve functions as a multi-purpose valve control. In the standard position, the valve provides foam supplied from the foam tank to the foam proportioner. In the next position, the valve provides a drain using a short rubber hose connected to this valve. In the final position, the valve provides an "Off" position to allow for cleaning of the inline foam concentrate strainer. In this final position, the drain hose can also be utilized as an overboard secondary foam pickup hose. This alternate source to the foam proportioner will be provided near the inlet to the foam pump using a 3/4" three way valve to disconnect foam flow from the tank and allow foam to be drawn from a pail or other source through a 3/4" inside diameter yellow hose approximately four feet long. This hose will be provided near the pump panel on the side of the truck and is intended to work best with the pail of foam concentrate setting on the running board.

FOAM OUTLETS

The foam system will be plumbed to provide both foam solution and compress-ed air to the following discharges:

- 2) 1-1/2" outlets plumbed with 2" piping (crosslays)
- 2-1/2" discharge to a rear discharge
- 1-1/2" feed to the deck gun with an electrically controlled valve and a motionless mixer

PTO DRIVE UNIT

A transmission driven PTO unit shall be installed to drive the fire pump. It shall be controlled from inside the cab.

FIRE PUMP CONTROLLER

There shall be a digital electronic fire controller that controls the chassis engine and PTO pump. It shall adjust engine rpm, as well as act as a governor.

STAINLESS STEEL PLUMBING SYSTEM

The auxiliary fire pump plumbing system shall be built mostly of stainless-steel piping, fittings, and connections. Victaulic couplings shall be installed to permit flexing of the plumbing system and allow for quick removal of piping or valves for service. Tank connections and remote plumbing shall use high-pressure flexible piping. Flexible hose couplings shall be threaded stainless steel or Victaulic connections.

VALVES

All valves used in the plumbing installation shall be stainless steel quarter turn full flow type.

The plumbing installation shall include quarter turn ball valves with local "on-valve" handle control, with custom embossed labeling for each valve.

HOSE THREADS

The hose threads shall be National Hose Standard (NH) on all base threads on the apparatus intakes and discharges, unless otherwise specified.

ELECTRIC START WIRING TO CHASSIS

The 12-volt positive and negative cables shall be provided from the chassis battery to the fire pump area, wired through the master disconnect solenoid system. The cables shall have a circuit breaker installed at the chassis battery.

FIRE PUMP MASTER DRAIN

The fire pump shall have a master drain at the bottom of the water pump housing.

AUXILLIARY FIRE PUMP MOUNTING PROVISIONS

The auxiliary fire pump shall be installed under the body, front driver's side, between the cab and the front axle. The sub-structure shall have welded in mounting sub-plates between the structural members. The pump shall be mounted on a dielectric surface under pump and bolts through the sub-plates. There shall be access to the pump via removable panel(s) for service.

FRONT BUMPER MANIFOLD SUPPLY

There shall be an 1.5" stainless steel valve, with a flexible supply hose installed to feed the front discharge manifold.

TANK TO PUMP LINE INSTALLATION

The 3" tank to pump line shall be installed with a flexible hump hose connection and stainless-steel clamps to the water tank. The 3" valve shall be controlled with a manually operated handle directly on the valve.

WATER TANK FILL AND COOLING LINE

One (1) 1" fire pump to water tank refill and bypass cooler line shall be provided. The pump to tank valve shall be a 1" full flow quarter turn ball valve with local control handle. A 1" flex hose shall be installed to the water tank.

HOSE REELS

Two (2) Hannay aluminum hose reels shall be installed. The reels shall have leak proof ball bearing swing joints, adjustable

friction brakes, electric 12-volt rewind and manual crank rewind provisions. The reels shall be plumbed with wire reinforced high-pressure hose coupled with brass fittings.

LOCATIONS: Rear corners of the body, on the deck, facing rearwards, one (1) each side.

REEL CAPACITY (Qty: 2)

Each hose reel shall have a capacity of 200 feet of hose.

HOSE REEL DISCHARGE (Qty: 2)

One (1) 1" discharge shall be piped from the fire pump to each hose reel with flexible high-pressure hose. The quarter turn ball valve shall be on manifold.

NOZZLE MOUNT (Qty: 2)

Each 1" flexible hose discharge shall have a nozzle bracket installed to hold the nozzle in place.

HOSE REEL HOSE (Qty: 2)

One (1) 150-foot length of 1" water hose shall be installed on the hose reel. The hose shall be equipped with NH threaded couplings and have a 300 PSI working pressure.

HOSE REEL ROLLER (Qty: 2)

Each hose reel shall be provided with a Hannay top mounted stainless-steel roller assembly.

GROUND SWEEP DISCHARGES -- FRONT AND REAR OF APPARATUS

Two (2) ground sweep discharge nozzles shall be installed, one each side of the front bumper. Each nozzle shall have a 1" electric control valve, switched independently in the cab. The discharges shall be equipped with removable ground sweep nozzles angled accordingly with a 180-degree total front sweep pattern. The flow rate shall be 15-30 GPM.

One (1) 1.5" front bumper ground sweep discharge shall be piped to the front bumper area. The discharge shall be controlled by a 1.5" manual override valve at the rear pump area. Flexible 1.5" diameter high pressure hose shall be provided from the pump to the sweep nozzles with low point drains where necessary.

Two (2) ground sweep discharge nozzles shall be installed, one each side of the rear bottom of the body. Each nozzle shall have a 1" electric control valve, switched independently in the cab. The discharges shall be equipped with removable ground sweep nozzles angled accordingly with a 180-degree total front sweep pattern. The flow rate shall be 15-30 GPM.

One (1) 1.5" front bumper ground sweep discharge shall be piped to the rear body area. The discharge shall be controlled by a 1.5" manual override valve at the rear pump area. Flexible 1.5" diameter high pressure hose shall be provided from the pump to the sweep nozzles with low point drains where necessary.

Each nozzle shall have a custom fabricated brush guard installed to protect from damage when off road. The valves and manifold shall be protected from damage by the front bumper and skid plate and the rear under body area.

FRONT BUMPER MOUNTED MONITOR

One (1) Elkhart 7100 Sidewinder monitor Model EXM, part #000007101, shall be installed on the front bumper. The lightweight monitor shall have a 2" veined waterway. The monitor shall be equipped with fully encased stainless-steel worm gears with a 12 volt electric motor and a manual override. The motor shall draw a maximum of four amps. The monitor shall be designed to mount on a front bumper of an apparatus.

The motor driven worm gear shall control the vertical oscillating travel of 135 degrees, with 90 above and 45 degrees below horizontal. The horizontal oscillating travel is available in a 180-degree range. The monitor's vertical and horizontal motor speed shall be 65.5:1.

The monitor shall have a 12-volt DC unibody valve with E3F actuator control package which includes: one (1) relay box with solid state circuitry, one (1) panel mounted primary control module with function switched and override capability, and one (1) remote secondary control box with function switches and override capability. Primary control will override secondary control and has automatic reset.

The monitor shall be equipped with double ball races with stainless steel bearings. The monitor shall have a 2" NPT female inlet with a 1-1/2" NST male outlet. The unit shall be painted red urethane enamel with hard anodized trim.

The monitor shall be equipped with a part #00007035 Panel Mount Joystick package. The nozzle shall be part #06000201 Elk-O-Liter. It shall be adjustable with settings of 15, 30, 45, 60, 95, 125, 150, and 200 gpm.

The joystick controller shall be mounted in a poly box that fits recessed into the center console. It shall be removable with a tether allowing operation outside of the console.

The Elkhart Sidewinder monitor shall be equipped with a quick disconnect connection model 7150 for rapid removal of the monitor assembly from the front bumper area.

FOAM SYSTEM

A FoamPro #2001 electronic foam system shall be provided. The system shall be designed for use with Class A foam concentrate. The foam proportioning operation shall be designed for direct measurement of water flows and shall remain consistent within the specified flows and pressures. The system shall be capable of accurately delivering foam solution as required by applicable sections of the NFPA standards.

The system shall be equipped with a control module suitable for installation on the pump panel. There shall be a microprocessor incorporated within the motor driver that shall receive input from the system

The control module shall enable the pump operator to:

1. Activate the foam proportioning system
2. Select the proportioning rates from 0.1% to 10.0%
3. See a "low concentrate" warning light flash when the foam tank level becomes low and in two (2) minutes, if the foam concentrate has not been added to the tank, the foam concentrate pump shall be capable of shutting down.

A 12-volt electric motor driven positive displacement plunger pump shall be provided. The pump capacity range shall be 0.1 to 1.1 GPM at 200 PSI with a maximum operating pressure of 400 PSI. The system shall draw a maximum of 30 amps at 12 volts. The motor shall be controlled by the microprocessor which shall be mounted to the base of the pump. It shall receive signals from the control module and power the 1/3 horsepower electric motor in a variable speed duty cycle to ensure that the correct proportion of concentrate is injected into the water stream.

A full flow check valve shall be provided in the discharge piping to prevent foam contamination of the fire pump and water tank. A 5 PSI opening pressure check valve shall be provided in concentrate line.

Components of the complete proportioning system as described above shall include:

1. Operator control module
2. Paddlewheel flowmeter
3. Pump and electric motor/motor driver
4. Wiring harnesses
5. Low level tank switch
6. Foam injection check valve
7. Main waterway check valve
8. Flowmeter and tee with NPT threads

The foam system shall be installed and calibrated by manufacturer. The foam system design shall be tested and pass environmental testing in accordance to SAE standards. An installation and operation manual shall be provided for the unit. The system shall have a one (1) year limited warranty by the foam system manufacturer.

The FoamPro 2001 Series foam system shall be provided with a twelve (12) foot control cable from the controller to the foam pump assembly. The FoamPro 2001 Series foam system shall be provided with a standard pump panel mounted FoamPro control head.

A FoamPro brass flow meter shall be provided. The flow meter shall be installed in the "foam capable" discharge line. The flow meter shall have maximum accuracy between the flow range of 15 GPM and 520 GPM and be capable of operation between 5 GPM to 625 GPM. The tee shall have NPT and Victaulic inlet and outlet connections.

A FoamPro low-level foam tank sensor shall be provided. The sensor shall be capable of mounting top or bottom of foam tank that shall interface with the microprocessor.

A FoamPro instruction and system rating label shall be provided. The label shall display information for a FoamPro 2001 Series foam system and shall meet applicable sections of the NFPA standards. A FoamPro foam system schematic label shall

be installed on the pump panel near foam controls. The label shall be a diagram of the FoamPro 200I foam system layout and shall meet applicable sections of the NFPA standards.

TANK LEVEL GAUGES

Add Class I LED Tank water level lights to each side. Either to the cab on each side of body.

Exact location to be determined at the Pre-Construct Conference.

WATER TANK GAUGES

One (1) Class I "Intelli-Tank" water tank level gauge shall be installed on pump panel. The tank level gauge shall indicate the liquid level on an easy to read LED display and show increments of 1/8 tank. A pressure transducer shall be mounted on the outside of the tank in an easily accessible area.

CAB MOUNTED -

One (1) Class I 112124 "Intelli-Tank" mini water tank level gauge shall be installed in the cab or center console. The tank level gauge shall indicate the liquid level on an easy to read LED display and show increments of 1/4 tank.

WATER TANK SPECIFICATIONS

The water tanks shall have a capacity of 2,000 gallons.

TANK BUILD SPEC

The water tank shall be constructed of black polypropylene, poly-welded and tested inside and out. The tank manufacturer shall define the floor, top, sides, ends, and baffles material thickness. The tank shall carry a lifetime warranty.

The transverse and longitudinal swash partitions shall be interlocked and welded to each other as well as to the walls of the tank. The partitions shall be designed and equipped with vent holes to permit air and liquid movement between compartments. The tank covers shall be welded on top and bottom, and the transverse partitions, providing rigidity during fast fill operations. Drilled and tapped holes for lifting eyes shall be provided in the top area of the water tank.

The water tank manufacturer shall certify the capacity of the water tank prior to delivery of the apparatus. This capacity shall be recorded on the manufacturer's data plate.

NFPA COMPLIANCE

The water tank construction shall conform to applicable NFPA standards.

WATER TANK SIGHT GAUGE

The water tank shall be equipped with translucent water level sight gauge in the rear wall of the tank.

FILL TOWER LOCATION

The tank fill tower shall be located in the driver's side rear corner of the water tank.

VENT AND OVERFLOW

The fill tower shall incorporate a vent and overflow system designed into the water tank. The system shall include a 4" diameter pipe that functions both as an air vent while emptying the tank and as an overflow when filling the tank. The overflow shall discharge excess water below the frame rails of the vehicle.

TANK TO PUMP CONNECTION

A 3" pipe shall be provided on the water tank for connection of the tank to the suction side of the pump with a flexible hump hose assembly. The tank suction valve and hump hose required to complete this connection shall be supplied by the final assembler.

PUMP TO TANK CONNECTION

An 1-1/2" connection shall be provided on the water tank for connection of the discharge side of the pump to the tank for filling purposes. The valves and hose required to complete this connection shall be supplied by the final assembler.

WATER TANK DRAIN PLUG

A 1.5" drain plug shall be installed in the bottom of the water tank under P/S wheel well for water tank draining and flush-out of debris.

QUICK DUMP VALVE

A Newton Kwik-Dump 10" valve shall be supplied. The valve shall be located on the driver's side of the tank, rear of the vehicle at a height that allows for proper operation. All components exposed to the contents of the tank shall be constructed from stainless steel materials. The valve shall be manually operated through the use of a side mounted lever used to open the plunger type back plate. The valve shall have an extension chute.

TANK ACCESS LADDER

There shall be a tank access ladder installed at the rear of the water tank. It shall allow access from the body deck to the top of the water tank. It shall be made of 1" tubular aluminum.

DUMP CHUTE STEP

There shall be an aluminum step assembly on top of the rear quick dump chute. The step shall allow firefighters to use the step to help gain access to the top of the water tank. The step shall have vertical uprights attaching to the deck of the body.

PERIMETER WALL AROUND TANK

An 8" vertical poly wall shall be installed around the perimeter of the water tank to allow for storage on top of the water tank.

FOAM TANK SPECIFICATIONS

The Class A foam tank shall have a capacity of 20 gallons.

FOAM TANK AND VENTING PROVISIONS

The foam concentrate tank shall be provided with a fill pipe having a volume of not less than 2 percent of the total tank volume. The filler opening shall be capped with a sealed air-tight threaded cover. The fill opening shall be designed to incorporate a removable screen and shall be located so that foam concentrate from a five (5) gallon container can be dumped into the tank.

The foam tank filler shall be equipped with a pressure/vacuum vent that enables the tank to compensate for changes in pressure or vacuum when filling or withdrawing foam concentrate from the tank. The pressure/vacuum vent shall not allow atmospheric air to enter the foam tank except during operation or to compensate for thermal fluctuations. The vent shall be protected to prevent foam concentrate from escaping or directly contacting the vent at any time. The vent shall be of sufficient size to prevent tank damage during filling or foam withdrawal.

A color-coded label or visible permanent marking that reads "CLASS A -- FOAM TANK FILL" shall be placed at or near the foam concentrate tank fill opening. An additional label shall be placed at or near any foam concentrate tank fill opening stating the type of foam concentrate the system is designed to use.

Any restrictions on the types of foam concentrate that can be used with the system shall also be stated, along with a warning message that states "**WARNING: DO NOT MIX BRANDS AND TYPES OF FOAM.**"

FOAM SYSTEM PIPING

A 3/4" fitting shall be provided on the foam tank for connection of the foam tank to the suction side of the foam system.

FOAM TANK DRAIN AND VALVE PROVISIONS

A 3/4" diameter connection, piping, and valve shall be installed for the foam tank for draining purposes.

FLAT-BED BODY -- ALUMINUM

The body shall be a custom fabricated, severe service flatbed type, constructed of all aluminum. The body shall be 168" long by 100" wide. The body shall be specifically designed for firefighting use.

FLAT-BED SUB-STRUCTURE

The body shall have 8" x 1.75" structural aluminum channel main frame rails. The body frame rails shall be isolated from the truck frame by .500" industrial isolators.

FLAT-BED CROSS-MEMBER SUB-STRUCTURE

The cross-members shall be 3" x 2 5/16" structural aluminum I-beams with cross-members on 12" centers.

FLAT-BED MOUNTING

The body shall be bolted to the chassis frame rails at the rear end of the frame. There shall be brackets installed at the

middle of the body frame to prevent side to side movement. The body shall be spring mounted at the front of the body frame.

HEADACHE RACK

The front of the body shall have a 2" formed aluminum tube headache rack. The rack shall extend the full width of the body and be attached to the front body corners. The assembly shall extend above the chassis cab and have mounting platform for installation of the light bar and two work lights. Wiring for the lights will be placed inside the tubing for protection. The headache rack shall have four (4) vertical 2" tubes for extra strength.

The headache rack shall be sprayed with Black Bed Liner.

FUEL FILLER

The fuel filler tube and cap shall be installed at the left-hand side, rear of the body.

FENDER PANELS

The lower portion of the flat-bed body shall have fender panels over and aft of the rear wheel panel area. The panels shall be constructed of aluminum. The wheel well openings will be cut out to conform to the wheels.

REAR BODY PANEL

A vertical body panel shall be installed at the rear of the body constructed of .190" smooth aluminum. The panel shall house the running lights, taillights, back-up lights, and emergency lights. The body panel shall be angled to allow for a 30-degree angle of departure.

DIAMOND PLATE FINISH BODY AND COMPARTMENTS/TRAYS

The exterior surface of all body skins, compartments, and trays shall all be polished diamond plate aluminum finish.

DRIVERS SIDE UPPER BODY COMPARTMENT

A body equipment storage compartment shall be installed on the flatbed surface, driver's side of the apparatus. The exterior dimensions shall be approximately 72" wide, 24" high, and 18" deep. The compartment shall be constructed of .125" aluminum on all exterior surfaces. The compartment shall be equipped with dual lift-up doors with latches installed. The doors shall be equipped with dual gas operated door opening assistant cylinders. Turtle tile shall be installed on the floor.

The actual door opening shall be approximately 3" smaller in dimension.

PORTABLE DROP TANK SYTEM

There shall be a 2000 Gallon "Porta Tank" holder on the passenger side of the tank.

There shall be a 2000 Gallon "Porta Tank" folding drop tank installed on the drop tank bracket on the passenger side of the tank.

UNDERBODY COMPARTMENT -- PASSENGER'S SIDE

An underbody compartment shall be installed at the front of the body, passenger's each side, under the deck. The compartment shall have a swing our door with vertical hinge and slam latch. The exterior dimensions shall be approximately: 36" wide x 27" high x 24" deep. The compartment shall be constructed of .125" aluminum on all exterior surfaces. There shall be turtle tile on the floor of the compartment.

DIVIDERS FOR HARD SUCTION, REAR CENTER UNDER BODY COMPARTMENT

Two (2) dividers shall be installed on the driver's side of the rear, center, under body compartment, for storage of 8' lengths of hard suction. The dividers shall be approximately 6" apart, 5" tall, and run the depth of the compartment.

THIS OPTION REQUIRES 6" MAIN BEAMS FOR THE BED FRAME

UNDERBODY COMPARTMENT -- REAR CENTER

An underbody equipment storage compartment shall be installed under the flatbed surface located in the center rear of the apparatus. The compartment shall be between the vertical body beams, upper floor surface, and an aluminum lower floor area. The compartment shall be equipped with a hinged drop-down door with dual latches installed.

The exterior dimensions shall be approximately 108" for a 114" long bed and 120" for a 138" long bed.

REAR SLIDE-OUT TRAY

The rear center compartment shall be equipped with an .190" aluminum slide out tray on UHMW plastic slide pads and poly rollers. The tray shall be full width and full length of the compartment interior.

INTERIOR COMPARTMENT VENTILATION LOUVERS

The interiors of the upper body compartments shall have louvered ventilation units.

COMPARTMENT DOOR KEY LOCKS

The hinged compartment doors shall be equipped with key type door locks.

COMPARTMENT LIGHTING, STRIP LIGHTS

Each upper body compartment shall be equipped with a white LED strip light.

AUTOMATIC COMPARTMENT DOOR LIGHT SWITCHES

Each compartment light shall be automatically controlled by a door activated switch.

DOOR AJAR LIGHT

A "door ajar" warning light shall be installed on the center console. The light shall be flashing red LED light with a clear lens.

COMPARTMENT FLOORING

Turtle Plastics Turtle Tile Compartment Matting shall be installed in all compartments and trays excluding the rear center under-body compartment. Turtle Tile shall be black in color and lock together design.

REAR PULL OUT STEP

There shall be a rear "Pull-Out-Fold-Down" step located at the driver's side rear of the apparatus, step shall be stowed in a pocket under the rear of the unit. Storage pocket shall be fabricated to allow easy access to deploying for operation.

FOLDING STEP

A Signature 4 lighted 8" square folding step of die cast zinc shall be installed. The step shall comply with NFPA non-slip standards and shall be installed on the rear driver's side of the body. The step shall be equipped with lighting to NFPA standard.

ELECTRICAL ENCLOSURE

An electric wiring enclosure for the 12-volt wiring shall be installed in the forward wall of the driver's side upper body compartment with an access panel. The dimensions of the enclosure shall be approximately 20" high, 14" wide, and 4" deep.

12-VOLT ELECTRICAL SPECIFICATIONS

The following describes the low voltage electrical system on the apparatus including all panels, electrical components, switches and relays, wiring harnesses and other electrical components. The apparatus manufacturer shall conform to the latest Federal DOT standards, current automotive electrical system standards and the applicable requirements of the NFPA.

Wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is protected. Voltage drops shall not exceed 10 percent in all wiring from the power source to the using device. The wiring, wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. Exposed wiring shall be run in a loom with a minimum 289-degree Fahrenheit rating. Wiring looms shall be properly supported and attached to body members. Electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

All wiring connections and terminations shall provide positive mechanical and electrical connections and be installed in accordance with the device manufacturer's instructions. When wiring passes through metal panels, electrical connections shall be secured with mechanical type fasteners and rubber grommets

Wiring between cab and body shall be split using connectors or enclosed in a terminal junction panel allowing body removal with minimal impact on the apparatus electrical system. Connections shall be crimp-type with heat shrink tubing with insulated shanks to resist moisture and foreign debris such as grease and road grime. Weather resistant connectors shall be

provided throughout the system.

Electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. When required, automatic reset breakers and relays shall be housed in the main body junction panel.

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless enclosed in an electrical junction box or covered with a removable electrical panel. Wiring shall be secured in place and protected against heat, liquid contaminants and damage.

Low voltage overcurrent protective devices shall be provided for the electrical circuits. The devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. Overcurrent protection devices shall be automatic reset type suitable for electrical equipment and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. Electro-magnetic interference suppression shall be provided in the system as required in applicable SAE standards.

The electrical system shall include the following:

Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. All terminal plugs located outside of the cab or body shall be treated with a corrosion preventative compound.

All electrical wiring shall be placed in a protective loom or be harnessed.

Exposed connections shall be protected by heat shrink material and sealed connectors.

Large fender washers shall be used when fastening equipment to the underside of the cab roof and all holes made in the roof shall be caulked with silicone.

Electrical components installed in exposed areas shall be mounted in a manner that will not allow moisture to accumulate inside.

A coil of wire must be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work.

All lights in a weather exposed area that have their sockets shall have corrosion preventative compound added to the socket terminal area.

ELECTRICAL HARNESS AND WIRING

All wiring shall be hidden, enclosed, or protected under the body in protective material, or within the apparatus body components. In addition, split loom conduits shall be installed and enclosed, suitably secured and protected against heat and physical damage.

BATTERY MASTER DISCONNECT

A battery disconnect system shall be installed to control the 12-volt power supply from the battery system to the body and cab final stage manufacturer installed equipment. The solenoid shall be controlled by the standard key starter switch.

BATTERY CHARGER AND 120-VOLT SHORE POWER RECEPTACLE

A Kussmaul Autocharge 1000, Model 091-215-12, high output automatic battery charger shall be provided. The battery charger shall be wired to the 12-volt battery system. The unit shall be mounted in a clean, dry area accessible for service and/or maintenance. It shall be wired to the specified shore power receptacle.

It shall include Model 091-194B-IND-WT-XX Digital Status Display Center.

It shall also include Model 091-55-15-120 15 amp "auto-eject" shore power receptacle with hinged weatherproof cover and an enclosure for protection from dirt and damage. The shore power plug shall be "ejected" when the chassis' engine starter is engaged and the receptacle shall be wired to any 120 volt A/C equipment requiring shore power.

Location shall be determined at the Pre-Construction conference.

Color of Digital Status Display Center and Auto Eject: Determined at pre-construct conference

Components wired hot: Determined at pre-construct conference

DOT IDENTIFICATION LIGHTS

All LED identification lights shall be installed on the vehicle as required by applicable highway regulations.

LICENSE PLATE MOUNTING

An LED license plate light shall be installed on the rear vertical wall of the body.

BRAKE, TURN, TAILLIGHTS

Two (2) Whelen M6 Series Model M6BTT 4-5/16" x 6-3/4" brake, turn, taillights with M6FC chrome flanges shall be provided. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light head configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens. The light heads shall be surface mountable via two screws.

The light heads shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination. The light head shall include 164 flash patterns including: a variety of CA Title 13 compliant, sinkable, left/right, top/bottom, in/out, and steady burn. The light heads shall have the Whelen exclusive NERM (Non-Emergency Recognition Mode) feature.

The lens/reflector assembly shall be wet sealed and resistant to: water, moisture, dust, and other environmental conditions. The outer lens shall have a hard coating applied to increase strength and ensure longevity. The light engine shall be installed at the rear of the unit and be completely sealed. The pc board shall be conformal coated for additional protection.

The lights shall be furnished with five 6" wire pigtails, a Santoprene rubber gasket and the #M6FC chrome flanges shall be included for installation.

BACK-UP LIGHTS

Two (2) Whelen M-Series, 4" x 6" rear LED back-up lights shall be installed.

GROUND LIGHTS, CAB, 4 DOOR, LED STRIPS

Four (4) LED ground strip lights shall be installed under the cab step area in compliance with NFPA standards, two (2) on each side of the apparatus, wired to the Cencom, and the chassis interior lights.

BODY WORK LIGHTS

Four (4) Grote #6387I LED body work lights with clear lens shall be installed, wired to switch on the Cencom. They shall have an aluminum housing and be 800 lumens at 1.4 amps. Location shall be: in each corner of the protective tubing assembly to light the pump panel and the front body walkway area.

BROW LIGHT

A Whelen Pioneer PHC2 light will be provided for the front brow of the cab.

SCENE LIGHTS

Six (6) Rigid Manufacturing Dually 2021 I scene lights shall be installed. The LED scene lights shall incorporate clear LED's with a clear optic polycarbonate lens for maximum illumination.

Location shall be: Two (2) outward facing, each side of body, two (2) rear facing.

DIGITAL TILT METER

An electronic tilt meter shall be installed on the dashboard. The unit shall indicate the degree of side slope the vehicle is on. It shall also include a GPS speedometer.

BACK-UP ALARM

One (1) back up alarm shall be installed.

ELECTRONIC SIREN

One (1) Whelen, Model #CCSRNT4G CenCom Carbide siren with auxiliary switches with noise canceling microphone shall be provided. Siren head will be mounted on the center console in easy reach of the driver.

SIREN SPEAKER

One (1) Whelen Model #SA315P Projector Series siren speaker shall be provided with bracket. The 100-watt siren speaker shall be designed in a black nylon composite housing with 123 decibel rating.

Location shall be: Behind the front grille.

MOUNTING OF LIGHT BAR WITH PROTECTIVE GUARD

The lightbar shall be mounted on the headache rack shelf with an aluminum brush guard protective assembly.

LIGHTBAR

A Whelen Legacy low-profile Super-LED NFPA lightbar shall be installed. The 54" lightbar shall be designed to meet the minimum clearing requirements for Zone A Upper. The internal components of the lightbar shall be housed within a two-piece extruded aluminum base/top. The outer shell shall be clear optic polycarbonate lenses designed to maximize light output and shield against environmental elements.

The lightbar shall utilize snap-in brackets to hold in the light heads. The brackets shall give the end user the ability to make quick repairs. The lightbar shall have all solid-state components. The lightbar shall have two wire harnesses exiting the unit: one (1) 17 conductor 22-gauge control cable which controls all internal light functions; and one (1) 2 conductor 10-gauge cable for main power and ground. Each cable shall be 15' long.

The lightbar shall have four (4) red Linear Super-LED corner modules to provide off angle protection for the front and rear of the vehicle. Each corner module shall consist of twelve (12) Super-LEDs mounted within a vacuum metalized parabolic reflector. The corner module shall also utilize an optic collimator for maximum light output. The twelve (12) LEDs shall be mounted in one straight line.

The solid state I/O board shall be microprocessor controlled. The I/O board shall have built-in reverse-polarity protection and output-short protection. The board shall have the ability to flash sixteen (16) LED warning lights. There shall be a data bank of 13 Scan-Lock flash patterns including steady burn. The board shall also have outputs to add takedown and alley lights. Low power and cruise light function shall also be included. The cruise light function shall allow the user to employ the four (4) corner modules as marker courtesy lights.

The lightbar shall include clear "Take Down" and "Alley Lights".

The lightbar shall have an amber "Traffic Advisor" built into the rear portion of the lightbar.

NFPA WARNING LIGHTS

ZONE A -- LOWER FRONT WARNING LIGHTS

Two (2) Whelen M-7 Series Model #M7RC 3" x 7" warning lights with chrome flanges shall be in the front forward facing area of the front bumper. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light head configuration shall consist of RED 18 Super-LEDs and a clear optic polycarbonate lens. The light heads shall be surface mountable via two screws. The light heads shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination.

ZONE B AND D -- INTERSECTION LIGHTS

Two (2) Whelen M-7 Series Model #M7RC 3" x 7" warning lights with chrome flanges shall be installed on bumper extension, as far forward as possible. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light head configuration shall consist of RED 18 Super-LEDs and a clear optic polycarbonate lens.

ZONE B AND D -- LOWER SIDE REAR CORNER WARNING LIGHTS

Two (2) Whelen M-7 Series Model #M7RC 3" x 7" warning lights with chrome flange shall be installed in lower rear side corner body area. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light head configuration shall consist of RED 18 Super-LEDs and a clear optic polycarbonate lens.

ZONE B AND D -- UPPER SIDE REAR WARNING LIGHTS

Two (2) Whelen M-7 Series Model #M7RC 3" x 7" warning lights with chrome flanges shall be installed in the upper rear body side panel. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light head configuration shall consist of RED 18 Super-LEDs and a clear optic polycarbonate lens.

ZONE C -- UPPER REAR WARNING LIGHTS

Two (2) Whelen M-7 Series Model #M7RC 3" x 7" warning lights with chrome flanges shall be installed in the upper rear corner of the handrails. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light head configuration shall consist of RED 18 Super-LEDs and a clear optic polycarbonate lens.

ZONE C -- LOWER REAR WARNING LIGHTS

Two (2) Whelen M-7 Series Model #M7RC 3" x 7" warning lights with chrome flanges shall be lower rear of body. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The light head configuration shall consist of RED 18 Super-LEDs and a clear optic polycarbonate lens.

CUSTOM GRAPHICS

The apparatus shall be provided with two (2) custom designed sign gold graphics, emblems, or seals. The installation shall be designed primarily with letters and numbers as specified. The purchaser shall approve of the design graphics prior to installation.

CAB ROOF LETTERING

There shall be up to four (4) white Scotchlite letters on the roof of the cab, 18" tall.

It shall read: "BA-75"

CAB AND BODY STRIPING

The cab and body shall have a straight Scotchlite reflective stripe applied horizontally. The stripe shall be a 4" minimum in width and be applied horizontally around the cab and body in accordance with NFPA standards. The purchaser shall specify the color and location of the stripe.

FRONT CHEVRON STRIPING

There shall be alternating chevron striping installed across the front bumper where permitted. The chevron striping shall consist of 6" diamond grade in the following colors:

The first color shall be red diamond grade.

The second color shall be lime yellow diamond grade.

REAR CHEVRON STRIPING

There shall be alternating chevron striping installed on the rear vertical body panel. The chevron striping shall consist of 6" diamond grade in the following colors:

The first color shall be red diamond grade.

The second color shall be lime yellow diamond grade.

CAPACITIES PLACARD

The apparatus shall have a reflective placard that provides the following information:

Water Tank Capacity
Pump Capacities
NWCG Typing
Skeeter Contact Information

SUCTION HOSE

Two (2) 2.5" x 8-foot lengths of Kochek PVC flexible suction hose shall be provided and equipped with lightweight couplings.

BARREL SUCTION STRAINER

One (1) barrel suction strainer shall be provided. The heavy-duty strainer shall be constructed of chrome plated brass. It shall be 2.5" NH female. The 2.5" barrel strainer length shall be 6 7/8" with a weight of 3 lbs.

APPARATUS WARRANTY SKEETER MANUFACTURED ITEMS

A five (5) year parts and labor warranty on items manufactured by Skeeter Brush Trucks and a ten (10) year warranty on the structural integrity of the body. For warranty issues please contact your local dealer or Skeeter Brush Truck service center and request warranty from the service advisor at that location.

WATER TANK WARRANTY

MANUFACTURER'S LIMITED WARRANTY AND NOTICE OF DISCLAIMER OF EXPRESS AND IMPLIED WARRANTIES

Manufacturer issues this limited warranty to the customer who is the original retail purchaser ("Customer") of a polypropylene tank (the "Tank") (10 to 4000) gallons.

ROAD TEST

A road test will be conducted with the apparatus fully loaded and a continuous run of no less than ten (10) miles. During that time the apparatus will show no loss of power nor will it overheat. The transmission drive shaft or shafts and the axles will run quietly and be free of abnormal vibration or noise.

NFPA COMPLIANCE

The fire apparatus shall be built to the purchaser's requirements stated in this specification in compliance with all state and federal highway safety requirements. The vehicle is designed to meet NFPA 1906.

Unless included in the specification, the customer will provide all the necessary equipment to comply with NFPA 1906 Section 10.2.

ELECTRICAL LOAD ANALYSIS

A 12-volt electrical load analysis shall be performed in order to test response and stationary modes of electrical amp load.

FIRE PUMP OPERATIONS TEST

The fire pump shall have a operational pump test performed by a Skeeter Brush Trucks technician with a run time of one (1) hour to confirm proper operations of all pump related components.

FINAL ASSEMBLY AND APPARATUS FINISHING PREP SPECIFICATIONS

The apparatus shall be assembled in a high quality and controlled environment. The fit, form, and finish of the body shall be to the highest-level fire apparatus manufacturing standards. Upon completion, the apparatus shall be ready for final inspection and road testing as required herein.

SKEETER BRUSH TRUCK EMBLEMS

Three (3) Skeeter Brush Trucks emblems will be affixed to the cab and body.

WARNING LABEL -- NO RIDING ON REAR

A warning label stating: "**NO RIDING ON REAR OF APPARATUS**" shall be installed on rear of the apparatus. The label shall be applied to the vehicle at the rear step area. The label shall warn personnel that riding in or on these areas, while the vehicle is in motion, is prohibited.

LOUD NOISE WARNING LABEL

A final stage manufacturer shall install "hearing loss" potential warning labels on the vehicle in any areas or fixed equipment that produces excessive noise levels. (exhaust outlet, sirens and air horns shall not be required for such equipment.)

CHASSIS PREPARATION

The chassis cab shall be "prepped" for fire apparatus production as follows:

- a) Wash and clean chassis
- b) Weigh chassis for NFPA reports
- c) Quality control check in.

SEATING

There shall be a label identifying the number of seat belted locations on the unit.

WARNING LABEL -- SEAT BELT USAGE

A warning label for use of seat belts shall be installed in the cab by the chassis manufacturer.

PRE-CONSTRUCTION MEETING

A pre-construction meeting shall be conducted at the manufacturer's plant. The transportation to this meeting shall be the responsibility of purchaser.

DRAWINGS

There shall be design drawings submitted to the customer prior to the pre-construct conference. The CAD drawings shall include all sides of the apparatus. The customer shall agree to the drawings reflecting the correct apparatus design and layout prior to construction.

I00353.I - TERMS OF PAYMENT AND PREPAYMENT PROVISIONS

Terms of payment for the specified vehicle shall be only cash or equivalent on delivery and acceptance of the unit by the City of Port Orange, Florida.

I00356.I - DEMONSTRATION AND FAMILIARIZATION OF VEHICLE

Ten-8 Fire Equipment, Inc. shall demonstrate and familiarize the purchaser regarding the vehicle's operation. This shall include operation of chassis, major components, review of delivery information and documentation. This demonstration shall be completed at Skeeter Brush Trucks factory location in Hillsboro, Texas and also at a predetermined location in the City of Port Orange, Florida, after delivery and acceptance.

I00358.I - DELIVERY REQUIREMENTS

The apparatus shall be delivered to the City of Port Orange, Florida, FOB delivered.

NEW PRODUCT WARRANTY



PARTICIPATING OEM SALES DISTRIBUTOR SALES

LIMITED WARRANTY ON NEW ALLISON AUTOMATIC TRANSMISSIONS USED IN EMERGENCY VEHICLE APPLICATIONS

Allison Transmission will provide for repairs or replacement, at its option, during the warranty period of each new Allison transmission listed below that is installed in an Emergency Vehicle in accordance with the following terms, conditions, and limitations.

WHAT IS COVERED

- **WARRANTY APPLIES** — This warranty is for new Allison transmission models listed below installed in an Emergency Vehicle and is provided to the original and any subsequent owner(s) of the vehicle during the warranty period.
- **REPAIRS COVERED** — The warranty covers repairs or replacement, at Allison Transmission's option, to correct any transmission malfunction resulting from defects in material or workmanship occurring during the warranty period. Needed repairs or replacements will be performed using the method Allison Transmission determines most appropriate under the circumstances.
- **TOWING** — Towing is covered to the nearest Allison Transmission Distributor or authorized Dealer only when necessary to prevent further damage to your transmission.
- **PAYMENT TERMS** — Warranty repairs, including parts and labor, will be covered per the schedule shown in the chart contained in section "APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE."
- **OBTAINING REPAIRS** — To obtain warranty repairs, take the vehicle to any Allison Transmission Distributor or authorized Dealer within a reasonable amount of time and request the needed repairs. A reasonable amount of time must be allowed for the Distributor or Dealer to perform necessary repairs.
- **TRANSMISSION REMOVAL AND REINSTALLATION** — Labor costs for the removal and re-installation of the transmission, when necessary to make a warranty repair, are covered by this warranty.
- **WARRANTY PERIOD** — The warranty period for all coverages shall begin on the date the transmission is delivered to the first retail purchaser, with the following exception:

Demonstration Service - A transmission in a new truck or bus may be demonstrated to a total of 5000 miles (8000 kilometers). If the vehicle is within this limit when sold to a retail purchaser, the warranty start date is the date of purchase. Normal warranty services are applicable to the demonstrating Dealer. Should the truck or bus be sold to a retail purchaser after these limits are reached, the warranty period will begin on the date the vehicle was first placed in demonstration service and the purchaser will be entitled to the remaining warranty.

APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE

APPLICABLE MODELS	WARRANTY LIMITATIONS (Whichever occurs first)		ADJUSTMENT CHARGE TO BE PAID BY THE CUSTOMER	
	Months	Transmission Miles Or Kilometers	Parts	Labor
MT, MD 3000, 3200, 3500, 3700	0-24	No Limit	No Charge	No Charge
HT with Hydraulic Controls	0-24	No Limit	No Charge	No Charge
AT, 1000 Series™, 2000 Series™, 2400 Series™	0-36	No Limit	No Charge	No Charge
HT with Electronic Controls	0-60	No Limit	No Charge	No Charge
HD 1000 EVS, 2100 EVS, 2200 EVS 2350 EVS, 2500 EVS, 2550 EVS, 3000 EVS, 3500 EVS, 4000, 4000 EVS, 4500, 4500 EVS, 4700, 4700 EVS, 4800, 4800 EVS	0-60	No Limit	No Charge	No Charge

WHAT IS NOT COVERED

- **DAMAGE DUE TO ACCIDENT, MISUSE, or ALTERATION** — Defects and damage caused as the result of any of the following are not covered:
 - Flood, collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle;
 - Misuse of the vehicle;
 - Installation into unapproved applications and installations;
 - Alterations or modification of the transmission or the vehicle, and
 - Damage resulting from improper storage (refer to long-term storage procedure outlined in the applicable Allison Service Manual)
 - Anything other than defects in Allison Transmission material or workmanship

NOTE: This warranty is void on transmissions used in vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.

- **CHASSIS, BODY, and COMPONENTS** — The chassis and body company (assemblers) and other component and equipment manufacturers are solely responsible for warranties on the chassis, body, component(s), and equipment they provide. Any transmission repair caused by an alteration(s) made to the Allison transmission or the vehicle which allows the transmission to be installed or operated outside of the limits defined in the appropriate Allison Installation Guideline is solely the responsibility of the entity making the alteration(s).
- **DAMAGE CAUSED by LACK of MAINTENANCE or by the USE of TRANSMISSION FLUIDS NOT RECOMMENDED in the OPERATOR'S MANUAL** — Defects and damage caused by any of the following are not covered:
 - Failure to follow the recommendations of the maintenance schedule intervals applicable to the transmission;
 - Failure to use transmission fluids or maintain transmission fluid levels recommended in the Operator's Manual.
- **MAINTENANCE** — Normal maintenance (such as replacement of filters, screens, and transmission fluid) is not covered and is the owner's responsibility.
- **REPAIRS by UNAUTHORIZED DEALERS** — Defects and damage caused by a service outlet that is not an authorized Allison Transmission Distributor or Dealer are not covered.
- **USE of OTHER THAN GENUINE ALLISON TRANSMISSION PARTS** — Defects and damage caused by the use of parts that are not genuine Allison Transmission parts are not covered.
- **EXTRA EXPENSES** — Economic loss and extra expenses are not covered. Examples include but are not limited to: loss of vehicle use; inconvenience; storage; payment for loss of time or pay; vehicle rental expense; lodging; meals; or other travel costs.
- **"DENIED PARTY" OWNERSHIP** — Warranty repair parts and labor costs are not reimbursed to any participating or non-participating OEMs, dealers or distributors who perform warranty work for, or on behalf of, end users identified by the United States as being a "denied party" or who are citizens of sanctioned or embargoed countries as defined by the U.S. Department of Treasury Office of Foreign Assets Control. Furthermore, warranty reimbursements are not guaranteed if the reimbursement would be contrary to any United States export control laws or regulations as defined by the U.S. Department of Commerce, the U.S. Department of State, or the U.S. Department of Treasury.

OTHER TERMS APPLICABLE TO CONSUMERS AS DEFINED by the MAGNUSON-MOSS WARRANTY ACT

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Allison Transmission does not authorize any person to create for it any other obligation or liability in connection with these transmissions.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THESE TRANSMISSIONS IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOST WAGES OR VEHICLE RENTAL EXPENSES) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.**

** Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

OTHER TERMS APPLICABLE TO OTHER END-USERS

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE ALLISON TRANSMISSION MODELS LISTED ABOVE AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLISON TRANSMISSION DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH TRANSMISSIONS. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY.

QUESTIONS

If you have any questions regarding this warranty or the performance of warranty obligations, you may contact any Allison Transmission Distributor or Dealer or write to:

Allison Transmission, Inc.
P.O. Box 894
Indianapolis, IN 46206-0894
Attention: Warranty Administration PF-9



Cummins Warranty

Worldwide

Fire Apparatus/Crash Trucks



Coverage

Products Warranted

This Warranty applies to new diesel Engines sold by Cummins and delivered to the first user on or after April 1, 2007, that are used in fire apparatus truck and crash truck* applications Worldwide.

Base Engine Warranty

The Base Engine Warranty covers any failures of the Engine which result, under normal use and service, from a defect in material or factory workmanship (Warrantable Failure). This Coverage begins with the sale of the Engine by Cummins and ends five years or 100,000 miles (160,935 kilometers), whichever occurs first, after the date of delivery of the Engine to the first user.

Engine aftertreatment components included in the Cummins Critical Parts List (CPL) and marked with a Cummins part number are covered under Base Engine Warranty.

Additional Coverage is outlined in the Emission Warranty section.

These Warranties are made to all Owners in the chain of distribution and Coverage continues to all subsequent Owners until the end of the periods of Coverage.

Cummins Responsibilities

Cummins will pay for all parts and labor needed to repair the damage to the Engine resulting from a Warrantable Failure.

Cummins will pay for the lubricating oil, antifreeze, filter elements, belts, hoses and other maintenance items that are not reusable due to the Warrantable Failure.

Cummins will pay for reasonable labor costs for Engine removal and reinstallation when necessary to repair a Warrantable Failure.

Cummins will pay reasonable costs for towing a vehicle disabled by a Warrantable Failure to the nearest authorized repair location. In lieu of the towing expense, Cummins will pay reasonable costs for mechanics to travel to and from the location of the vehicle, including meals, mileage and lodging when the repair is performed at the site of the failure.

Owner Responsibilities

Owner is responsible for the operation and maintenance of the Engine as specified in Cummins Operation and Maintenance Manuals. Owner is also responsible for providing proof that all recommended maintenance has been performed.

Before the expiration of the applicable Warranty, Owner must notify a Cummins distributor, authorized dealer or other repair location approved by Cummins of any Warrantable Failure and make the Engine available for repair by such facility. Except for Engines disabled by a Warrantable Failure, Owner must also deliver the Engine to the repair facility.

Service locations are listed on the Cummins Worldwide Service Locator at cummins.com.

Owner is responsible for the cost of lubricating oil, antifreeze, filter elements and other maintenance items provided during Warranty repairs unless such items are not reusable due to the Warrantable Failure.

Owner is responsible for communication expenses, meals, lodging and similar costs incurred as a result of a Warrantable Failure.

Owner is responsible for non-Engine repairs and for "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs and other losses resulting from a Warrantable Failure.

Owner is responsible for a \$100 (U.S. Dollars) deductible per each service visit under this plan in the 3rd, 4th and 5th years of Base Engine Warranty. The deductible will not be charged during the first 2 years of the Base Engine Warranty.

Limitations

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel



exhaust fluid.

This Warranty does not apply to accessories supplied by Cummins which bear the name of another company. Such non-warranted accessories include, but are not limited to: alternators, starters, fans, air conditioning compressors, clutches, filters, transmissions, torque converters, vacuum pumps, power steering pumps, fan drives and air compressors. Cummins branded alternators and starters are covered for the first two years from the date of delivery of the Engine to the first user, or the expiration of the Base Engine Warranty, whichever occurs first.

Failures resulting in excessive oil consumption are not covered beyond the duration of the Coverage or 100,000 miles (160,935 kilometers) or 7,000 hours from the date of delivery of the Engine to the first user, whichever of the three occurs first. Before a claim for excessive oil consumption will be considered, Owner must submit adequate documentation to show that consumption exceeds Cummins published standards.

Failures of belts and hoses supplied by Cummins are not covered beyond the first year from the date of delivery of the Engine to the first user or the duration of the Warranty, whichever occurs first.

Parts used to repair a Warrantable Failure may be new Cummins parts, Cummins approved rebuilt parts or repaired parts. Cummins is not responsible for failures resulting from the use of parts not approved by Cummins.

A new Cummins or Cummins approved rebuilt part used to repair a Warrantable Failure assumes the identity of the part it replaced and is entitled to the remaining Coverage hereunder.

Cummins Inc. reserves the right to interrogate Electronic Control Module (ECM) data for purposes of failure analysis.

CUMMINS DOES NOT COVER WEAR OR WEAROUT OF COVERED PARTS.

CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

THIS WARRANTY AND THE EMISSION WARRANTY SET FORTH HEREINAFTER ARE THE SOLE WARRANTIES MADE BY CUMMINS IN REGARD TO THESE ENGINES. CUMMINS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OR OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Emission Warranty

Products Warranted

This Emission Warranty applies to new Engines marketed by Cummins that are used in the United States** in vehicles designed for transporting persons or property on a street or highway. This Warranty applies to Engines delivered to the first user on or after September 1, 1992.

Coverage

Cummins warrants to the first user and each subsequent purchaser that the Engine is designed, built and equipped so as to conform at the time of sale by Cummins with all U.S. federal emission regulations applicable at the time of manufacture and that it is free from defects in material or factory workmanship which would cause it not to meet these regulations within the longer of the following periods: (A) Five years or 100,000 miles (160,935 kilometers) of operation, whichever occurs first, as measured from the date of delivery of the Engine to the first user or (B) The Base Engine Warranty.

If the vehicle in which the Engine is installed is registered in the state of California, a separate California Emission Warranty also applies.

Limitations

Failures, other than those resulting from defects in material or factory workmanship, are not covered by this Warranty.

Cummins is not responsible for failures or damage resulting from what Cummins determines to be abuse or neglect, including, but not limited to: operation without adequate coolants or lubricants; overfueling; overspeeding; lack of maintenance of lubricating, cooling or intake systems; improper storage, starting, warm-up, run-in or shutdown practices; unauthorized modifications of the Engine.

Any unauthorized modifications to the aftertreatment could negatively effect emissions certification and void Warranty.

Cummins is also not responsible for failures caused by incorrect oil, fuel or diesel exhaust fluid or by water, dirt or other contaminants in the fuel, oil or diesel exhaust fluid.

Cummins is not responsible for non-Engine repairs, "downtime" expenses, cargo damage, fines, all applicable taxes, all business costs or other losses resulting from a Warrantable Failure.

**CUMMINS IS NOT RESPONSIBLE FOR INCIDENTAL
OR CONSEQUENTIAL DAMAGES.**

* Airport operated crash trucks and fire department operated trucks employed to respond to fires, hazardous material releases, rescue and other emergency-type situations.

** United States includes American Samoa, the Commonwealth of Northern Mariana Islands, Guam, Puerto Rico and the U.S. Virgin Islands.



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U.S.A.

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LIMITED WARRANTY FOR HV MODELS

HV507 & HV607

*Effective with vehicles built July 01, 2017 or later

BASIC VEHICLE

Navistar, Inc., at its option, will repair or replace any part of this vehicle that proves defective in material or workmanship, in normal use and service, with new or ReNEWed® parts, based on the Component Coverages below. Exceptions are listed below:

BASIC VEHICLE COVERAGE	Months	Miles/Km (000)
Basic Vehicle Warranty (See exceptions listed below)	12	Unlimited
Towing (First 90 days see below) (Vehicle Down Situations Only) (See exceptions listed below)	3	Unlimited
Note: Items not listed in warranty exceptions follow base warranty.		
WARRANTY EXCEPTIONS		
CHASSIS COVERAGE	Months	Miles/Km (000)
Frame side rails	84	Unlimited
Cab/cowl structure	60	Unlimited
Cab/cowl perforation corrosion	60	Unlimited
DRIVETRAIN COVERAGE	Months	Miles/Km (000)
Spicer axles, Propeller shaft, Eaton clutch, TTC Transmission	24	Unlimited
Eaton/Fuller Transmission	24	Unlimited
Meritor Axles	24	Unlimited
MISCELLANEOUS COVERAGE	Months	Miles/Km (000)
Batteries	12	Unlimited
Brightwork, Chassis Paint and Corrosion (other than Cab)	6	Unlimited
Hood/Cab Paint	12	Unlimited
FIRST 90 DAYS FROM DELIVERY TO USER (DTU)		
Correction of loose fasteners, squeaks, rattles and unusual noises. Towing (unless specific coverage is stated above). Adjustments and Maintenance (such as aim headlights, adjust brakes/clutch, adjust steering system, check and fill coolant levels).		

WHAT IS NOT INCLUDED UNDER BASIC COVERAGE

Components/Items

- Components warranted by their respective manufacturers (such as, non-International® brand engines, tires, Allison Transmissions, lubricants, etc.)
- Bodies, equipment, and accessories installed by other than authorized International® Truck employees at International® Truck manufacturing plants
- Front and rear axle alignment
- Front & Rear axle coverage excludes brakes, wheel ends, axle shafts, controls & attachments.

Repairs & Maintenance

- Maintenance-related items/repairs, or those needed as a result of normal wear and tear, including tune-ups, brake/clutch linings, windshield wiper blades, tire balancing, lubrication, and other similar procedures/parts required to keep vehicle in good working condition
- Failures that are the result of poor fuel quality, water in fuel, rust, etc.
- Repairs needed as a result of vehicle misuse, negligent care, improper maintenance, improper operation, or the result of accident or collision
- Fade, runs, mismatch or damage to paint, trim items, upholstery, chrome, polished surfaces, etc., resulting from environmental causes such as improper polishes, cleaners or washing solutions, or chemical and industrial fallout
- Failure to observe published capacity or load specifications for engine, transmission, propeller shaft, axles (powertrain) and suspension.

Other

- Vehicles sold and/or operated outside the United States and Canada
 - This exception does not apply to vehicles that meet current USA EPA emission standards, which were sold by an International dealer located in Mexico, if the vehicle is authorized by the U.S D.O.T to operate in long-haul, cross border transportation and the vehicle is only operated in the United States, Canada, and Mexico
- Vehicles/components that have had unauthorized alterations or modifications
- Vehicles on which the odometer reading has been altered
- Loss of time or use of the vehicle, loss of profits, inconvenience, or other consequential or incidental damages or expenses
- Replacement of defective parts with parts other than those provided by Navistar, Inc

OBTAINING SERVICE

Return this vehicle to any International Truck Dealer authorized to service this model vehicle and engine.

This warranty is automatically transferred to subsequent owners at no charge. Visit your local Authorized International Truck Dealer for name and address change information.

Note:The customer has 365 days and up to a maximum of 100,000 miles (160,000 km) from DTU to purchase an extended warranty on the unit. For extended warranty purchases between 181 and 365 days from DTU and <100,000 miles (160,000 km) an additional fee will be assessed. See your local International dealer for details.

DISCLAIMER

NO WARRANTIES ARE GIVEN BEYOND THOSE DESCRIBED HEREIN. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE COMPANY SPECIFICALLY DISCLAIMS WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OTHER REPRESENTATIONS TO THE USER/PURCHASER, AND ALL OTHER OBLIGATIONS OR LIABILITIES. THE COMPANY FURTHER EXCLUDES LIABILITY FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES, ON THE PART OF THE COMPANY OR SELLER. No person is authorized to give any other warranties or to assume any liabilities on the Company's behalf unless made or assumed in writing by the Company, and no other person is authorized to give any warranties or to assume any liabilities on the seller's behalf unless made or assumed in writing by the seller.

Remedies Under State or Provincial Law: Some States and Provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to the owner. This warranty gives the owner specific legal rights, and he may also have other legal rights which may vary by state or province.

RECORD OF OWNERSHIP

Upon receipt of new vehicle by original owner, complete the following:

I have read this Warranty Brochure and fully understand the warranty coverage. I acknowledge that I have received a copy of the Owner's Limited Warranty and I accept the terms described herein.

Customer Signature		Date	
Owner's Address	City	State/Prov	Postal Code
Truck Model	Vehicle Identification Number		
Engine Number	Engine Serial Number		
Date Delivered to User (DTU)	Odometer Reading at Delivery		

IMPORTANT:The information contained in this Warranty Policy explains the coverage provided on your new International® vehicle. This policy should be kept in the vehicle for presentation to the Dealer when you request warranty services.

SKEETER BRUSH TRUCKS, LLC – LIMITED WARRANTY

LIMITED WARRANTY: Subject to the limitations and exclusion set forth below, Skeeter Brush Trucks, LLC (“Skeeter”) provides the following warranty:

Skeeter warrants the body, storage compartments, plumbing and other components built and assembled by Skeeter from defects in material and workmanship for a period of 5 years from the date the apparatus is invoiced to Buyer. Skeeter warrants the structural integrity of the body for a period of 10 years from the date the apparatus is invoiced to Buyer.

This limited warranty applies only if the apparatus body is maintained in accordance with Skeeter maintenance instructions and manuals and is used in service which is normal to the particular body placed on the chassis. Normal service means service which does not subject the body to stresses or impacts greater than normally result from careful use. If the Buyer discovers a defect or nonconformity, Buyer must notify Skeeter within 30 days after discovery, but in any event prior to the expiration of the warranty period.

Notwithstanding anything to the contrary herein, Skeeter makes no warranty with respect to any components, attachments or trade accessories, which are not built by Skeeter, including, but not limited to, the chassis, engine, driveline, axles, water pump, hose reel, water turrets/nozzles or tank; with respect to all such parts, components, attachments and accessories, Skeeter assigns to Buyer the applicable warranties, if any, provided by those manufacturers.

Buyer acknowledges Skeeter builds, assembles and installs the apparatus body only. All issues involving the underlying chassis are handled by the chassis manufacturer and subject to the terms and conditions of chassis manufacturer warranty.

This warranty may be voided by Buyer in part or its entirety if the product is repaired or replaced (a) without prior approval from Skeeter or (b) at a facility, which has not been approved in writing in advance by Skeeter.

THE WARRANTY SET FORTH ABOVE IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY SKEETER. SKEETER DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MECHANABILITY, ANY

WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

If the body fails to conform to the warranty above during the warranty period, and such nonconformity is not due to misuse, neglect, accident, or improper maintenance, Buyer must notify Skeeter within the time period and shall make the product available for inspection by Skeeter or its designated agent. At the request of Skeeter any allegedly defective product shall be returned to Skeeter by Buyer for examination and repair. Buyer shall be responsible for the cost of such transportation and risk of such loss of or damage to the product during transportation. Within a reasonable time, Skeeter shall repair or replace (at Skeeter’s option and expense) any nonconforming or defective parts. Repair or replacement shall be made by a facility approved in writing in advance by Skeeter. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY FOR ANY SUCH BREACH OF WARRANTY.

Notwithstanding anything to the contrary or any agreement between Skeeter and Buyer, IN NO EVENT SHALL SKEETER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES WHATSOEVER, WHETHER ARISING OUT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORY OF LAW OR EQUITY, WITH RESPECT TO PRODUCTS SOLD BY SKEETER, OR THEIR OPERATION OR FAILURE TO OPERATE, OR ANY DEFECTS THEREIN, OR ANY UNDERTAKINGS, ACTS OR OMISSIONS RELATED THERETO, REGARDLESS OF WHETHER SKEETER HAS BEEN INFORMED OF THE POSSIBILITY OF ANY SUCH DAMAGES. Without limiting the generality of the foregoing, Skeeter specifically disclaims any liability for property or personal injury damages, penalties, damages for lost profits or revenues, loss of vehicles or products or any associated equipment, cost of substitute vehicles or products, down-time, delay damages, any other types of economic loss, or for any claims by any third party for any such damages.

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141 Maritime Drive
Sanford, FL 32771
Phone: 407-328-5081
Fax: 407-328-8053
Toll Free: 866-328-5081

Web Site: www.ten8fire.com
E-Mail: info@ten8fire.com

One of the most important considerations in the purchase of Emergency Vehicles is the service available after delivery. Prompt response to warranty items and long-term repairs are of prime importance to us as well. We pride ourselves in customer care and the confidence we have earned from customer experience.

Ten-8 Fire Equipment Inc. is headquartered in Bradenton, Florida. Our company is the exclusive dealership for Pierce Manufacturing, Inc. in the states of Florida and Georgia. We have Factory Certified Service Centers located in Bradenton, Defuniak Springs, Pompano Beach, and Sanford, Florida, as well as Forsyth and Cobb County, Georgia. Fourteen (14) service vehicles are strategically located throughout Florida and Georgia in order to serve our customers in a mobile capacity.



Your new vehicle will be serviced out of our Sanford, Florida facility. This facility has been in continuous operation for the service and repair of apparatus for over 20 years. It is always the responsibility of the customer to transport vehicles to and from the facility for warranty and service. However, we do assist in that effort on occasion.

We currently employ seventeen (17) Certified Emergency Vehicle Technicians, including three (3) Master Level EVT's in our Sanford, Florida location. Total staff at the Sanford, Florida location is nine (9) technicians and four (4) administrative personnel.



Ten-8 Fire Equipment Inc. Service Centers are certified repair centers for many different vendor components. We currently stock over \$1,000,000 in spare parts and related items needed for quick and efficient response to customer needs. We service all makes of fire and emergency vehicles.

We invite you to visit our facilities at any time or call our customers for references.

PLAS-MAC, INC. LIMITED LIFETIME WARRANTY AND NOTICE OF DISCLAIMER OF EXPRESS AND IMPLIED WARRANTIES

Plas-Mac, Inc. issues this limited lifetime warranty to the customer who is the original retail purchaser ("Customer") of a polypropylene tank (the "Tank") (10 to 4000) gallons manufactured or sold by Plas-Mac, Inc. as follows:

1. Subject to the terms hereof, the Tank will be free of defects by reason of improper workmanship, manufacture, material, or structural failure for a period equal to the service life of the fire truck upon which the Tank is originally installed. Plas-Mac, Inc. will repair or replace -- at its option -- any defective Tank without charge to Customer when the terms hereof have satisfied. The service life of the fire truck is equal to and limited to ten (10) years.

2. To obtain warranty service, Customer must contact Plas-Mac, Inc. to arrange for repairs. The name and address of the nearest authorized business location or service center can be obtained from Plas-Mac, Inc. by calling the telephone number or writing to the address provided below. The tank registration card must be on file at Plas-Mac, Inc. when requesting warranty service.

3. Should a defect occur the customer must notify Plas-Mac, Inc. as soon as possible at 1-800-687-0128 or 806-447-0065. Plas-Mac, Inc. will send a representative within 48 hours to repair the tank if it is rendered "out of service" because of the tank failure. If the tank is still in service, a time will be set up for the repair. The tank will be repaired and placed back into service. If the structural integrity of the tank is compromised in any way the tank will be replaced. Plas-Mac, Inc. will pay reasonable costs for the tank removal and replacement. This service is only available in the continental United States. Tanks outside the continental United States must be returned to Plas-Mac, Inc. for service or repair.

4. This warranty does not cover defects caused by (i) modification, alteration, repair, or service of a Tank by anyone other than a service center authorized by Plas-Mac, Inc.; (ii) physical abuse to or misuse of the Tank; or (iii) use of a Tank in a manner contrary to the instructions accompanying the Tank (iv) accidents, fire, theft or vandalism.

5. ANY EXPRESS WARRANTY NOT PROVIDED HEREIN AND ANY REMEDY FOR BREACH OF CONTRACT WHICH, BUT THIS PROVISION, MIGHT ARISE BY IMPLICATION OR OPERATION OF LAW, IS EXCLUDED AND DISCLAIMED. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE EXCLUDED EXCEPT AS HEREIN SET FORTH. *

*NOTICE: Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

6. UNDER NO CIRCUMSTANCES WILL PLAS-MAC, INC. BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, OR OTHERWISE. PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. *

*NOTICE: Some states do not allow the exclusion or limitation of special or consequential damages, so the above limitation or exclusion may not apply to you.

7. To enforce the warranty please fill out the registration card accompanying this warranty and send back to Plas-Mac, Inc. within 90 days.

8. This limited warranty gives Customer specific rights. Customer may also have other rights, which may vary, from state to state. For the name of the nearest authorized service center, contact Plas-Mac Inc., 3696 U. S. Hwy 83, Wellington, TX 79095; (800) 687-0128.

W.S. Darley & Co.

Pump Standard Limited Warranty

W.S. Darley & Co, herein referred to as "Darley", warrants all truck mounted splitshaft midship, PTO Darley Pumps and accessories of its manufacture to be free from defects in material and workmanship, under normal use and service, for a period of six years from the date placed into service, 6 1/2 years from date of manufacture or 6000 hours of usage (unless otherwise specified), whichever comes first. Portable and engine driven pumps shall carry a three year warranty. Under this warranty, Darley will cover labor charges on all pumps for a period of three years from the date the pump is placed into service. This warranty applies to any pump shipped after July 1, 2007.

This limited warranty is effective only if the equipment or apparatus is used as directed, is not subjected to misuse, negligence or accident, and is not altered, treated or repaired by someone other than Darley or its designee. Items not manufactured by Darley shall bear only the limited warranties offered by their respective manufacturers. Transportation charges on products submitted for repair or replacement must be borne by purchaser.

Darley does offer extended warranties available for an additional charge. These warranties must be ordered at the time the pump order is placed. Warranties up to 20 years are available. (See Darley Premium Protection Plan)

The exclusive remedy for breach of this warranty shall be to give Darley written notice thereof and to request a Returned Goods Authorization. Upon receipt of the Returned Goods Authorization, the buyer will return the non-conforming material to Darley F.O.B. its plant within thirty days after the buyer has received the Returned Goods Authorization.

Darley's examination of the returned parts shall disclose to its satisfaction if the product is defective and an adjustment, repair, or replacement is required. Thereupon Darley, at its own election, shall repair or replace the same or repay the price thereof. The amount of such adjustment shall not exceed the original net sales price of the defective product only. No proximate, incidental, consequential or other damages shall be recoverable.

Following the examination of the defective product or material Darley shall be provided with estimates of repair, if during the 3 year labor coverage period, and will provide approval for the estimated amount or shall determine the amount of reimbursement to be provided by Darley. Darley shall not be liable for freight, travel expenses, or consequential damages incurred during or associated with the repair.

Darley shall not be liable for consequential damages or contingent liabilities including; but not limited to, loss of life, personal injury, loss of crops, loss due to fire or water property damage, and consequential trade or other commercial loss arising out of the failure of Manufacturer's product.

DARLEY MAKES NO WARRANTIES OF FREEDOM FROM PATENT INFRINGEMENT, OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE OR OTHER LIKE OR DIFFERENT EXPRESS OR IMPLIED WARRANTIES EXCEPT AS MADE ABOVE.

LSP 500, 750, 1000

SINGLE STAGE, CENTRIFUGAL, PTO DRIVEN



Assembly #2



Assembly #3

DIMENSIONS & WEIGHT

ASSEMBLY #1

- 18" L x 17" W x 26" H, 325 lbs. (148 kg)

ASSEMBLY #2

- 29" L x 17" W x 39" H, 435 lbs. (197 kg)

ASSEMBLY #3

- 29" L x 84" W x 39" H, 670 lbs. (304 kg)

APPLICATIONS

- Mini Pumper, pumper tanker, tanker, wildland/attack fire

STANDARD FEATURES

- 4" or 5" NPT or weld discharge flanges
- 5" or 6" NPT or weld suction flanges
- Rotation: engine or opposite engine
- 1410 lock on yoke
- Mounting angles

PERFORMANCE

LSP 500

500 gpm (1893 L/M) @ 150 psi (10.3 bar)
350 gpm (1325 L/M) @ 200 psi (13.8 bar)
250 gpm (946 L/M) @ 250 psi (17.2 bar)

LSP 750

750 gpm (2839 L/M) @ 150 psi (10.3 bar)
525 gpm (1987 L/M) @ 200 psi (13.8 bar)
375 gpm (1419 L/M) @ 250 psi (17.2 bar)

LSP 1000

1000 gpm (3785 L/M) @ 150 psi (10.3 bar)
700 gpm (2646 L/M) @ 200 psi (13.8 bar)
500 gpm (1893 L/M) @ 250 psi (17.2 bar)



HV™ SERIES



THE NEW
INTERNATIONAL® HV SERIES.



A SMARTER APPROACH TO SERIOUS WORK.

INTRODUCING THE NEW INTERNATIONAL® HV™ SERIES.

There's a new breed of vocational truck that redefines the standard for uptime and productivity. Introducing the new International HV Series. Redesigned from the inside out, the interior was crafted with driver and body company feedback to ensure the most comfortable and productive environment possible, while the exterior continues the powerful styling of the WorkStar. The HV Series also features the intelligence of the industry-leading Diamond Logic® electrical system for the automation of tasks and interlocks to help protect both equipment and crew. Power options include the International® A26™, an engine designed with uptime in its DNA.

The HV Series is the go-to truck for those who know that it's not just about getting the job done, it's about getting the job done right.



UPTIME



| DRIVERFIRST™



| INTEGRATION





EVERY MODEL YOU NEED. IN THE CONFIGURATION YOU WANT.

Productivity often comes down to versatility. And there's no more versatile foundation than the HV™ Series. With configurations ranging from 4x2 to 8x6, BBCs of either 107" or 113" and set-forward or set-back front axles, plus a clean Cab-to-Axle (CA) configuration—the HV Series has what you want for virtually every possible need.





ENGINEERED FOR UPTIME. BATTLE-TESTED TOO.

FOR THOSE VOCATIONS WHERE UPTIME IS OF UTMOST IMPORTANCE, THE INTERNATIONAL® HV™ SERIES IS THE GO-TO SOLUTION. FROM THE WORKSITE TO THE BATTLEFIELD, THE HV SERIES WAS BUILT WITH RELIABILITY, PRODUCTIVITY, EFFICIENCY AND PERFORMANCE AS ITS PRIMARY MISSION.

HV SERIES FEATURES:

- ▶ Double-sided galvanized steel cab with superior fit and finish and corrosion resistance
- ▶ Huck® Bolt chassis fasteners provide superior clamping force and will not come loose even in extreme environments
- ▶ Single 1/2" frame rail has the strength of a double rail but lighter in weight and without the chance of inter-rail corrosion
- ▶ Standard breakaway mirrors minimize cab and door damage
- ▶ Integral 20" and 27" frame extensions (not bolt-on) for superior strength and reliability
- ▶ Available stainless-steel oil pan for reduced corrosion in highly corrosive applications



The battle-tested Navistar Defense Mine Resistant Ambush Protected (MRAP) vehicle is based on the HV™ Series



The new 12.4L International® A26™ (HV513, HV613) is purpose-built to deliver uptime, fuel efficiency and quiet operation.



Huck® Bolt chassis fasteners provide superior clamping force, do not require re-torquing and are highly vibration resistant.

When it's time for service, the HV Series is all about quick turnaround time within the service bay or at any of the nearly 700 dealer locations across the U.S. and Canada.

- ▶ In-cab electrical panel is conveniently located under spill-resistant dash panel
- ▶ 3-piece hood for lower cost replacement during crash repair
- ▶ Routine service points are clearly labeled and easily accessed under the hood
- ▶ Commonly serviced fluid reservoirs are translucent for quick inspection and many of the caps are tethered to prevent dropped and/or lost caps—saving time and frustration
- ▶ Batteries can be located in the cab for easier servicing in harsh weather and to free up rail space for mounting other components



DRIVERFIRST: DESIGNED FOR THOSE BEHIND THE WHEEL.

In many ways, the International® HV™ Series was designed from the inside out based on our DriverFirst™ philosophy. After all, the care, comfort and safety of your drivers is what matters most. To ensure they hit the mark, International® engineers used feedback from drivers and body companies during the planning and design process.

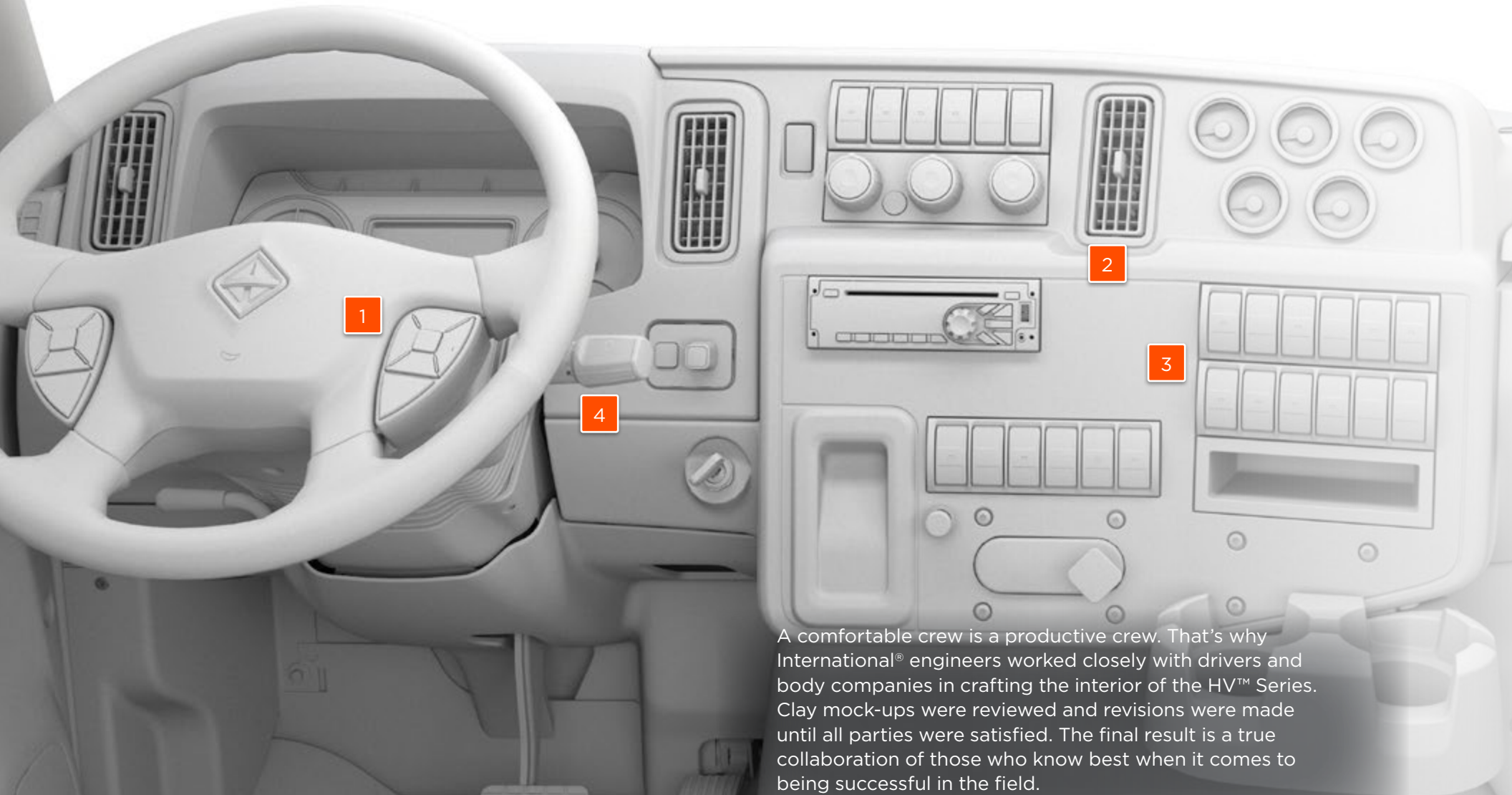
This collaboration is the reason behind many of the new driver-centric features like controls and switches that can be easily operated while wearing gloves. Or the available pedestal-mounted mirrors designed to reduce head-turn movement and increase visibility.

Of course, nothing contributes more to comfort than space, and the HV Series has one of the largest cabs in its class. It's these enhancements and much more that make the HV Series a true driver's truck.





TAKE A HANDS-ON APPROACH TO SUCCESS.



A comfortable crew is a productive crew. That's why International® engineers worked closely with drivers and body companies in crafting the interior of the HV™ Series. Clay mock-ups were reviewed and revisions were made until all parties were satisfied. The final result is a true collaboration of those who know best when it comes to being successful in the field.

Cab Features	Classic	Diamond
Cab Trim Panels	Easy to Clean Soft Touch Vinyl	
Door Trim		Available with Black Cherry Accents - Padded Gray or Black Cherry Soft Touch Panels
Trim Inserts	Neutral	Woodgrain - Optional Black Cherry Door Toppers
Instrument Panel	Black	Black
Gauge Cluster	8-gauge, 3.5" Display with Odometer and Trip	Optional: Premium 8-Gauge, 5" Color Display with Virtual Gauges and Integrated Telemetry
Accent Color	Neutral	Neutral: Optional: Black Cherry
Sun Visors	Two	
Lighting	LED	
Window Controls	Manual or Power	Power
Lock Controls	Manual or Power	Power
Cup / Bottle Holders	Four	
Overhead Console	Molded Plastic with Retainer Nets and CB Radio Housing	
USB Accessory Port	Up to 3	



1 The all-new steering wheel adds more functions at the driver's fingertips with integrated laser-etched labeling for improved durability and visibility. Plus, all the controls within the cab are designed to be glove-friendly



2 An available flat instrument panel with center-mounted vent keeps the middle passenger cool while providing space for extra legroom or a large floor-mounted body control module



3 Factory-installed switches with custom labels are optimally positioned within the HV™ Series for use with integrated equipment

- ▶ Up to 30 customizable, user-replaceable switches are available for any application
- ▶ Large, easy-to-read backlit text
- ▶ Warning lights can be any of seven colors
- ▶ One common switch pack for wiring simplicity
- ▶ Any switch can be relocated by the customer without wiring changes
- ▶ Blank "windows" available for custom labeling by the customer

4 The innovative new shifter is mounted on the steering column, allowing your drivers to easily reach and smoothly operate shifting and engine braking while keeping their eyes on the road and hands on the wheel





COMMAND CENTRAL.

Uptime doesn't just mean fully-operational. It means giving your drivers the tools they need to be more productive. The gauges, for example, received numerous tests and refinements to optimize their readability, usability and positioning—even the colors were changed to ensure that key information and alerts are precisely where they need to be and can be seen without confusion or distraction.



The color, illumination, legibility and even the type font and size of gauges is designed to deliver optimal viewing in varying light conditions, maximizing alertness and minimizing eye fatigue.



A customizable digital display in the premium gauge cluster provides a wealth of information for the driver, including:

- ▶ Axle load*
- ▶ Custom gauge settings*
- ▶ Safety indicators*
- ▶ Digital speedometer
- ▶ Tire pressure*
- ▶ Additional virtual gauge options



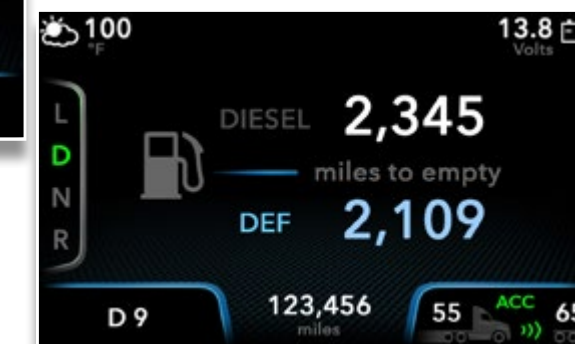
Intuitive controls allow you to easily navigate between digital screens.

Back Button - navigate to previous page/sub category and then to main home screen

Navigation Button - navigate up and down to move within categories, navigate left or right to access the main menu and to move from one category to another

OK/Reset Button - select a highlighted category or hold for 3 seconds to reset the item

* When added with optional feature code for required sensors.





DIAMOND LOGIC[®]

ADVANCING THE SCIENCE OF PRODUCTIVITY.



The International[®] truck Diamond Logic[®] electrical system is considered the most advanced in the industry—and for good reason. Diamond Logic streamlines chassis and body equipment integration and allows customers to program automated tasks. This means more consistent performance and increased equipment protection and crew safety. It's easy to spec, simplifies integration, and includes on-board diagnostics that self-monitor all vehicle components to reduce downtime.



HV[™] Series features a programmable key fob that allows two Diamond Logic tasks to be activated with the push of a button

1 Body Controller

- ▶ New microprocessor is 6 times faster
- ▶ 30 more input and output pins
- ▶ Three more J1939 data links for a total of five
- ▶ Internal clock for programming timed features like auto-start

2 Switch Packs

- ▶ All switches are controlled via 6 wires
- ▶ Blinking backlights provide equipment status
- ▶ Switches can be moved without moving wiring
- ▶ Up to seven colors of lights can be used

3 PTO Power Take Off

- ▶ Engagement and disengagement based on chassis and body conditions (engine speed, road speed, outrigger deployed before boom can raise, park brake set, transmission in neutral, etc.)
- ▶ All data links can be used as an interlock
- ▶ Engine speed can be controlled (in most cases) while using the PTO with no additional wiring needed

4 Remote Power Modules

- ▶ All 12-volt outputs are automatically fused (auto resettable) with solid state technology

5 Outriggers

- ▶ Diamond Logic can control deployment
- ▶ Can sense when they are not properly stowed (not letting transmission come out of neutral) and will illuminate an indicator light in the switch packs

6 Diff-lock

- ▶ Diamond Logic can control when the axle differential locks and unlocks depending on road speed, protecting the driveline from damage due to excessive speeds in a locked position

7 Work Light

- ▶ Diamond Logic can automatically turn on or off the light based on chassis functions (for example: rear-facing light could be programmed to turn on any time the transmission is in reverse, adding additional lighting)
- ▶ Automatically shut off the light based on a timer (1-min to several hours) preventing dead batteries

8 Boom Hydraulics

- ▶ Diamond Logic can prevent the transmission from shifting into drive and can illuminate an indicator light until the boom is stowed correctly

9 Pre-Trip Light inspections

- ▶ Driver can press a button and all the exterior lights will blink in sequence, allowing daily DOT light inspection with just one person

10 Solenoid Air Packs

- ▶ Air can be turned on with a switch in the dash or controlled based on chassis and/or body functions (for example: tailgate air lock in dump applications can be programmed to not unlock unless the truck is driving below a certain speed)





WHATEVER YOUR APPLICATION, DIAMOND LOGIC[®] IS PROGRAMMED TO SUCCEED.

Whether you're a municipality looking for an efficient, cost-effective solution, a Truck Equipment Manufacturer (TEM) looking for a rock-solid foundation to build on, or a construction company wanting the toughest truck in the business, the HV[™] Series combined with the Diamond Logic System will get the job done with safety and precision others simply can't match.



UTILITY

- ▶ Utility Indicator Lights
 - Factory-installed indicator lights and audible alarms for Boom Out of Stow and Outriggers Down warning.
- ▶ Protect Equipment Through Interlocks
 - Require outriggers be deployed and the park brake set before allowing boom to rise



DUMP

- ▶ Dump Bed and Gate Open Indicators
 - Hydraulic system monitoring performed through custom programming
- ▶ Lights On With Wipers
 - Lights automatically turn on when wipers are activated to meet the legal requirement of many states



MIXER

- ▶ Programmable PTO Accommodations
 - Remote body switches can be custom-programmed to control concrete chutes and water valves
- ▶ Pre-Trip Light Inspection
 - Automated vehicle light check



CRANE

- ▶ Protect Equipment Through Interlocks
 - Require outriggers be deployed and the park brake set before allowing boom to rise
- ▶ Park Brake Alarm
 - Alerts driver of park brake not set using city horn

1

Order from nearly 200 preprogrammed tasks

2

Work with International[®] to create custom tasks

3

International can train and certify your technicians on Diamond Logic Builder software to independently program new tasks



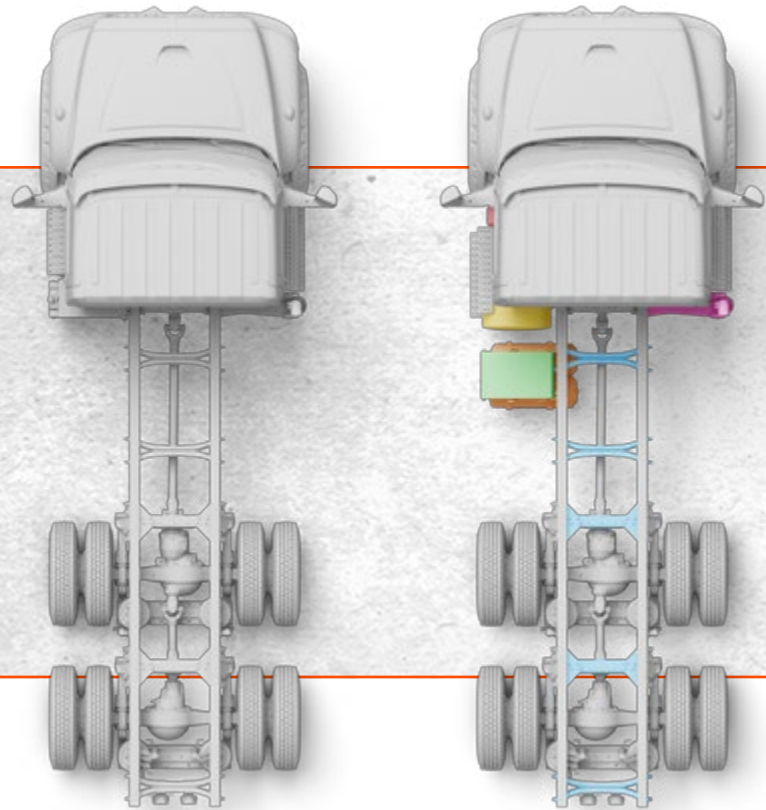
DIAMOND LOGIC BUILDER

HV[™] Series customers have the ability to write custom logic so Diamond Logic can be easily expanded, configured and updated in the field to meet specific application requirements.



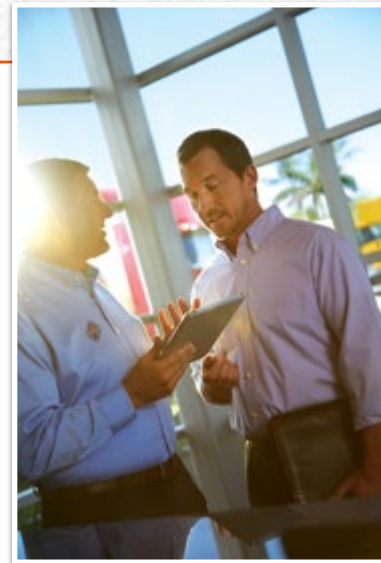


FIT TO BE UPFITTED.



The International® HV™ Series provides the ideal foundation for an almost unlimited number of applications. This is the result of our extensive experience working directly with customers as well as our unsurpassed engineering capabilities. Ordering the specific foundation needed for your application upfront substantially reduces time and expense upfitting the vehicle post-production.

Every HV Series starts with a Huck® Bolted frame and cross member system to deliver maximum vocational durability as well as a number of frame rail options. Plus, air tank installations can be mounted between the frame rails, freeing up space for other equipment. The HV Series is also available with a clean Cab-to-Axle (CA) configuration to minimize costly post-production modifications. In addition, a new 20,000 lb. off-set bowl front drive axle allows for a lower ride height than a traditional center bowl.



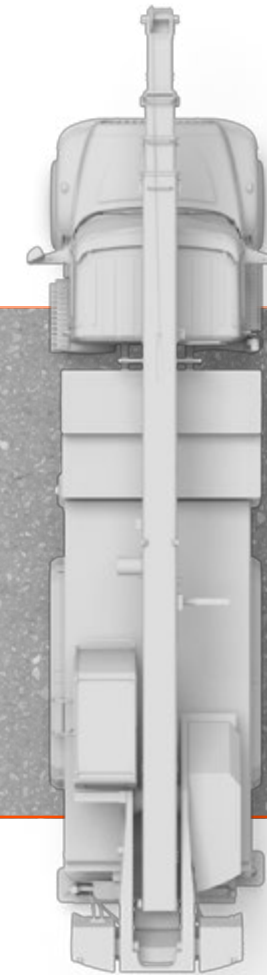
International Truck Specialty Centers provide quick, efficient and cost-effective customization:

- ▶ Modifications covered under manufacturer's warranty
- ▶ Process supervised by International engineers to ensure factory production-level quality
- ▶ Expertise to identify and resolve problems quickly
- ▶ Optimized delivery cycle times and comprehensive factory support



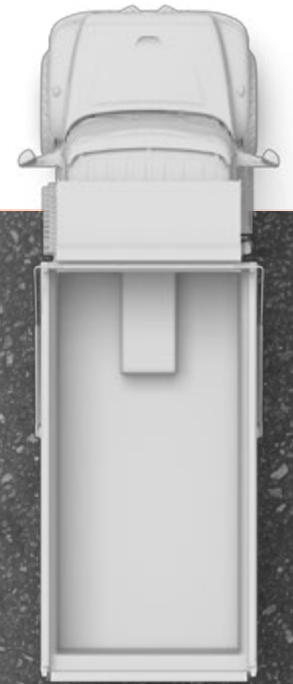
Body Company Benefits—Mixer:

- ▶ New, lighter 9L engine configuration
- ▶ Specific cross-member location to accommodate mixer PTO pump
- ▶ Factory-installed transition brackets for body mounting
- ▶ Inverted after-frame cross members for booster axle ram clearance



Body Company Benefits—Crane:

- ▶ Customized frame ladder and component locations to meet body packaging requirements
- ▶ Available integral front frame extensions
- ▶ Single 1/2", 3.35 million RBM straight frame rail provides high strength for high capacity crane applications



Body Company Benefits—Dump:

- ▶ Single 1/2", 3.35 million RBM straight frame rail provides high strength without added weight or risk of corrosion
- ▶ Factory installed lift axles with many customizable chassis packaging options
- ▶ Available in-cab battery box provides increased chassis packaging flexibility





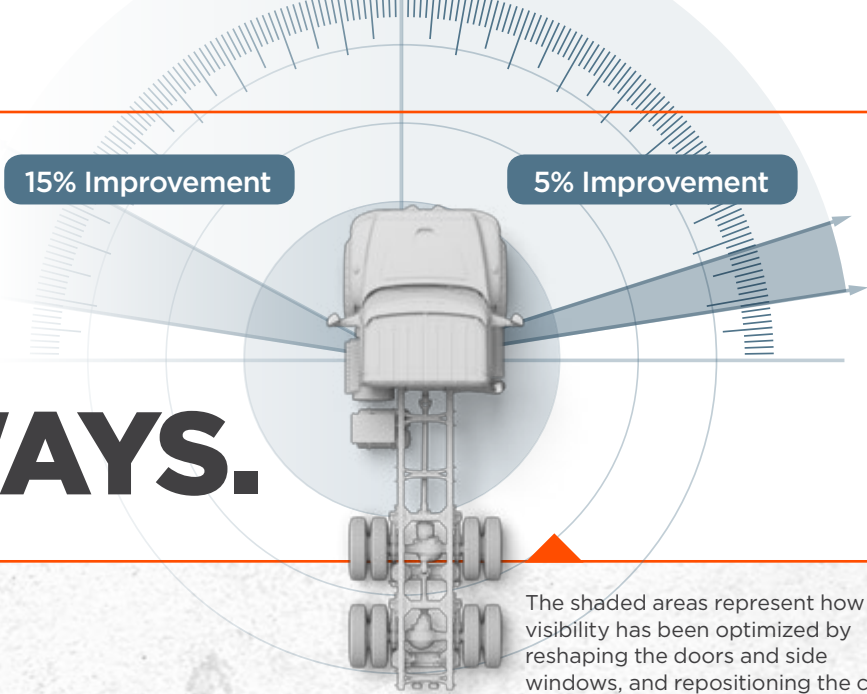
SAFETY FIRST, LAST AND ALWAYS.

Traditional Hood

Sloped Hood



The available sloped hood increases forward ground visibility by nearly 90 inches. This means objects closer to the vehicle are more visible to the driver, improving safety.



The shaded areas represent how visibility has been optimized by reshaping the doors and side windows, and repositioning the cab mirrors so drivers turn their heads less. This increased visibility reduces driver stress and neck strain to enhance productivity.

The safety of drivers and occupants is a top priority on every International® truck, and the HV™ Series is no exception. Safety often comes down to seeing potential hazards and successfully avoiding them. That's why the HV Series has been engineered to provide a clear field of view with an excellent turning radius.

An optional heated windshield keeps ice and snow from collecting on the wipers, keeping them ready to go. The available air disc brakes provide shorter stops with longer lining and rotor life for less maintenance. Plus, the available electronic stability control system helps drivers maintain control during heavy braking and slick roads.



BENDIX® WINGMAN® ADVANCED

Available on select HV Series, the Bendix Wingman Advanced combines adaptive cruise control collision mitigation and stability technologies to help drivers potentially avoid a collision or reduce its severity by providing alerts and, if necessary, automatically applying the brakes.

OUTSTANDING MANEUVERABILITY

With an inside wheel cut of up to 50 degrees, the HV™ Series can easily navigate tight city streets or construction sites, saving driver time, reducing work-site collisions and boosting productivity.



INDUSTRY-LEADING HVAC

The all-new HVAC system employs advanced heating and cooling technology to deliver outstanding comfort and visibility. During testing at a frigid 0°F, the MAX defrost feature cleared 100% of the windshield in under 30 minutes from start-up — quicker than any competitor measured.





INTERNATIONAL[®]

A26[™]

DISPLACEMENT	HORSEPOWER	TORQUE lb.-ft.
12.4L	370-475	1350-1700

ENGINEERED WITH UPTIME IN ITS DNA.

THE A26 IS AN EFFICIENT AND POWERFUL WORKHORSE DESIGNED FOR THE TOUGHEST VOCATIONAL APPLICATIONS.

The big bore International A26 was engineered to set a new standard in uptime, fuel efficiency and quiet operation. Producing up to 475 HP and 1,700 lb.-ft. of torque in the HV[™] Series, this 12.4L diesel includes a Variable Geometry Turbocharger (VGT) with a titanium compressor wheel for superior longevity versus aluminum designs. The A26 is also backed by the industry's best warranty and is the first engine to meet the B10 standard that requires 90% of delivered engines to travel 1,200,000 miles before a major repair.

Technical Specifications

Engine Type	Diesel, 4-Cycle
Configuration	Inline 6-Cylinder
Displacement	12.4 L (758 cu. in.)
Bore & Stroke	4.96 in. & 6.54 in. (126 mm & 166 mm)
Compression Ratio	18.5:1
Aspiration	Variable Geometry Turbocharger with Charge Air Cooler
Combustion System	2500 bar High Pressure Common Rail
Engine Lubrication	42 Quarts (40 L)
Total Engine Weight (Dry)	2,299 lbs. (1099 kg)
Valves	4 Valves Per Cylinder, Single Overhead Camshaft
B10 Design Life	1,200,000 mi (1,931,000 km)



The **crankcase** is constructed with North America's first big bore Compacted Graphite Iron (CGI) design for 75% higher tensile strength and 45% greater stiffness while reducing weight, noise and vibration.



Free breathing intake port geometry

Lower water jacket cools the flame deck first

Better flow achieved through the exhaust ports

ALL-NEW CYLINDER HEAD

The innovative A26[™] cylinder head achieves the perfect balance between optimal weight, strength, cooling and breathing:

- ▶ Innovative gray iron material offers the high strength and thermal conductivity needed for advanced breathing and cooling
- ▶ Extensive computer modeling and analysis optimizes port flow geometry to substantially reduce air restriction, helping the engine breathe more consistently from cylinder to cylinder for increased fuel efficiency
- ▶ New water jacket geometry ensures that more coolant flows to the hottest areas of the cylinder head that need it most, with less restrictive flow that reduces parasitic loss to the water pump for improved fuel economy



Pistons are engineered with a low-friction skirt coating and advanced piston ring geometry to reduce parasitic losses and enhance fuel economy.



The **single stage EGR cooler** is constructed of laser-welded stainless steel to deliver proven reliability and performance in a compact, easy-to-service design.

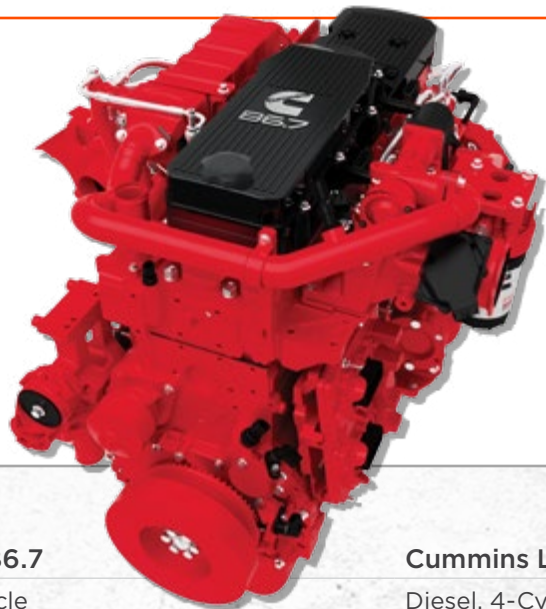


Gear teeth are produced using an innovative grinding process for smoother, harder and quieter gear surfaces.





A CHOICE OF
PROVEN PERFORMERS.



Cummins® B6.7 (200-360* HP)

Every aspect of the B6.7 has been engineered for reliability, durability and fuel efficiency to deliver the lowest cost of ownership with maximum uptime. Add industry-leading service from International® and Cummins, plus a two-year, unlimited mileage engine warranty, and it's easy to see why the B6.7 is the best-selling engine in the medium-duty truck market

Specifications

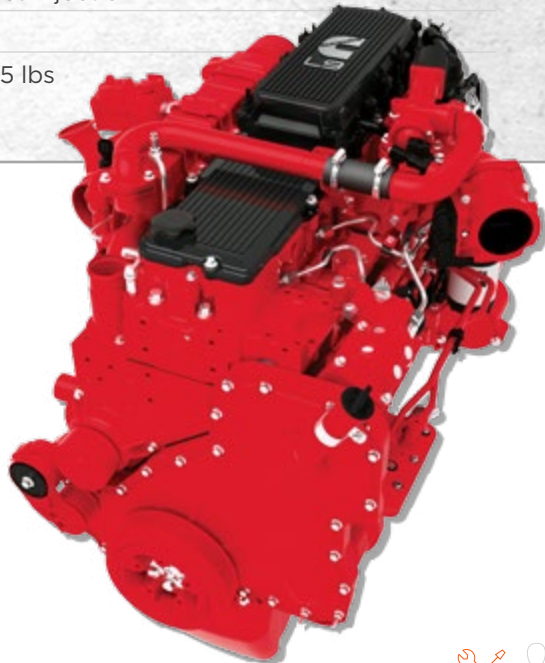
Engine Type:
Configuration:
Displacement:
Bore and Stroke:
Aspiration:
Combustion System:
Engine Lubrication:
Total Engine Weight (Dry):

Cummins B6.7

Diesel, 4-Cycle
Inline 6-Cylinder
409 cu. in. (6.7L)
4.21 X 4.88 in
Variable Geometry Turbocharger
Direct Injection
15L
1,150 lbs.

Cummins L9

Diesel, 4-Cycle
Inline 6-Cylinder
543 cu. in. (8.9L)
4.49 X 5.69 in
Variable Geometry Turbocharger
Direct Injection
15L
1,695 lbs



Cummins® L9 (260-450* HP)

The Cummins L9 has established a solid reputation as a dependable engine for medium duty applications. Its XPI Fuel System features multiple injection events per cycle for smoother, quieter operation. This, combined with its proprietary Variable Geometry Turbocharger (VGT), means the L9 has the highest power density of any engine in its class. In addition, replaceable wet liners help make the L9 easier and less expensive to rebuild, plus heavy-duty roller followers, bypass oil filtration and targeted piston cooling all contribute to longer service life.

* Higher ratings limited to Fire and Rescue applications





DESIGNED FOR DRIVERS IN THE TOUGHEST APPLICATIONS — YOURS.



HV507 REGULAR CAB



HV507 EXTENDED CAB



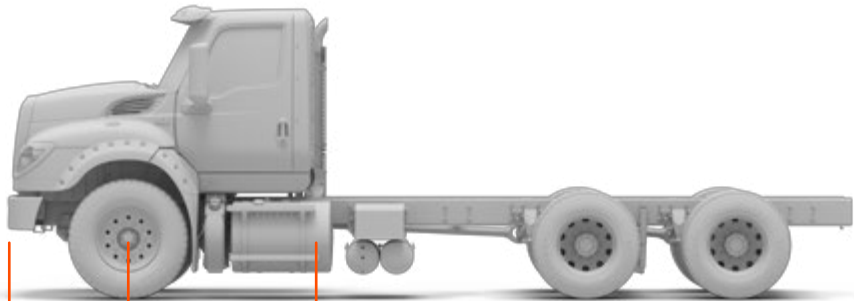
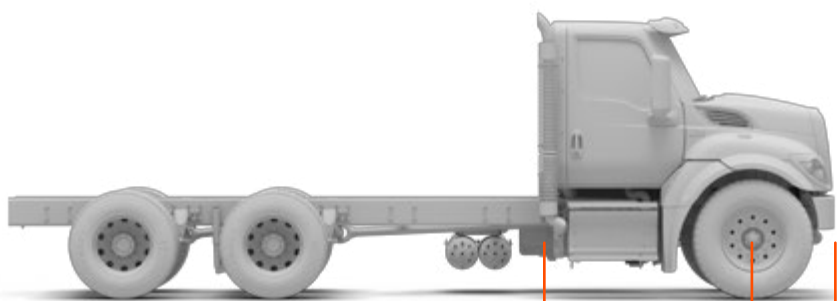
HV507 CREW CAB

HV507 =

Model Nomenclature Key

Model Designation	Axle Configuration	BBC in inches	
HV	5 = Set-Forward	07	13
	6 = Set-Back	07	13

= HV with set-forward axle and a 107" BBC



Configuration	Model	Axles
Set-Forward Axle	HV507	4X2
		4X4
		6X4
		6X6
	HV513	4X2
		6X4

Configuration	Model	Axles
Set-Back Axle	HV607	4X2
		6X4
	HV613	4X2
		6X4
		8X6
		8X6

GVW

- ▶ 4x2: 51,000 – 53,000 lbs.
- ▶ 4x4: 50,000 lbs.
- ▶ 6x4: 68,000 – 74,000 lbs.
- ▶ 6x6: 66,000 lbs.
- ▶ 8x6: 73,000 lbs.

Models/BBC/BA

- ▶ HV507: 107" BBC, 32.4" BA
- ▶ HV513: 113" BBC, 29.5" BA (45.9" BA Tridem)
- ▶ HV607: 107" BBC, 40.3" BA
- ▶ HV613: 113" BBC / 45.9" BA

Wheelbase Options

- ▶ 107" – 340"

Axle Configurations

- ▶ 4x2
- ▶ 4x4 (HX507, HV513)
- ▶ 6x4
- ▶ 6x6 (HV507, HV513)
- ▶ 8x6 Tridem (HV513, HV613)

Front Axle

- ▶ Dana Spicer
 - Non-Driving: 10,000 – 22,000 lbs.
- ▶ Meritor
 - Non-Driving: 10,000 – 22,000 lbs.
 - Driving: 10,000 – 18,000 lbs. (HV507, HV513)
- ▶ Fabco
 - Driving: 10,000 – 21,000 lbs. (HV507, HV513)

Rear Axle

- ▶ SINGLE REAR AXLE (4x2)
 - Meritor
 - Single Reduction: 17,000 – 30,000 lbs.
 - Double Reduction: 26,000 – 38,000* lbs.
 - Two-Speed: 21,000 – 23,000 lbs.
- Dana Spicer
 - Single Reduction: 17,500 – 31,000 lbs.
 - Two-Speed: 19,000 – 23,000* lbs.
- ▶ TANDEM REAR AXLE (6x4)
 - Meritor:
 - Single Reduction: 34,000 – 52,000 lbs.
 - Dana Spicer:
 - Single Reduction: 46,000 lbs.
- ▶ TRIDEM REAR AXLE (HV613)
 - Meritor:
 - Single Reduction: 53,000 lbs.

Front Suspension

- ▶ Spring Multileaf: 14,000 – 20,000 lbs.
- ▶ Parabolic Taperleaf: 8,000 – 23,000 lbs.

Rear Suspension

- ▶ Chalmers: 23,000 – 52,000 lbs.
- ▶ Hendrickson
 - RT: 34,000 – 52,000 lbs.
 - HAS: 23,000* – 46,000 lbs.
 - HMX: 40,000 – 46,000 lbs.
 - PRIMAX: 20,000 – 46,000 lbs., 69,000 lbs. (Tridem)
- ▶ Link: 46,000 lbs.
- ▶ International: 20,000 – 40,000* lbs.

Frames

- ▶ Heat Treated Alloy Steel 120,000 PSI
- ▶ 11.25" x .5" Super Single Rail

Electrical System

- ▶ ALTERNATORS
 - Bosch: 12 Volt, 160 – 200 Amp
 - Leece-Neville: 12 Volt, 160 – 325 Amp
 - Delco Remy: 12 Volt, 165 – 240 Amp
- ▶ BATTERY SYSTEMS
 - JCI: 12 Volt 1400 – 2100 CCA
 - Fleetrite®: 12 Volt 1320 – 3800 CCA
 - Deka: 12 Volt 2775 CCA

Exhaust System

- ▶ Single canister after-treatment device
- ▶ Frame Mounted Right Side, Back of Cab or Under Cab
- ▶ Short Horizontal Tailpipe
- ▶ Single Vertical Tailpipe, Right Side Back of Cab

Brakes

- ▶ Air Drum Brakes with ABS, Optional Traction Control, Optional Electronic Stability Program with Traction Control
- ▶ Air Disc Brakes

Power Steering

- ▶ Single Power
- ▶ Dual Power on Front Axle 16,000 lbs. and Above

Engines

- ▶ Cummins® B6.7: Up to 360 hp, 800 lb. – ft. of Torque** (HV507, HV607)
- ▶ Cummins® L9: Up to 450 hp, 1250 lb. – ft. of Torque** (HV507, HV607)
- ▶ International® A26™: Up to 475 hp, 1700 lb. – ft. of torque (HV513, HV613)

Transmissions

- ▶ Eaton® Fuller: 6-, 10-, 11-, 13-, 15-Speed Manual
- ▶ Eaton UltraShift+®: 10-, 11-, 13-, 18-Speed Automated Manual
- ▶ Eaton Fuller Advantage™ Series: 10-speed Automated Manual
- ▶ Allison: 3000, 4000 Series (HS*, EVS, RDS) Automatic

Fuel Tanks

- ▶ 40 – 120 Gallons, Single or Dual, Non-Polished or Polished Aluminum, Mounted Right or Left Side Under Cab

Tires

- ▶ Continental, Michelin, Goodyear, Bridgestone

Specifications apply to HV Series as a whole. Individual model specification restrictions apply. Please see model spec cards for model-specific specifications.
* Application restriction
** Higher ratings available for fire and rescue applications



HV™ SERIES SPECIFICATIONS.





ONCOMMAND® CONNECTION. ALL MAKES. ALL MODELS.

CONNECT YOUR ENTIRE FLEET THROUGH A SINGLE PORTAL.

If your fleet includes more than one truck make and model, chances are you're using more than one remote diagnostic system to help monitor and manage the health of your vehicles. That's the genius of OnCommand® Connection. It's the first and only all-makes diagnostic system that enhances your uptime by efficiently and accurately monitoring all the trucks in your fleet in real time.

ONCOMMAND CONNECTION HELPS YOU:

- ▶ Monitor and manage the hundreds of fault codes in all your trucks
- ▶ Connect your fleet with service centers and manufacturers
- ▶ Comply with safety standards by taking action on critical faults
- ▶ Make informed choices to manage your fleet for maximum productivity

ONCOMMAND CONNECTION HAS THE CAPABILITIES TO:

- ▶ Diagnose your entire fleet wherever it may be
- ▶ Get action plans for more than 18,000 engine and vehicle faults
- ▶ Prioritize needed repairs while avoiding unnecessary service visits

OnCommand® Connection

REMOTE DIAGNOSTICS FOR ALL MAKES OF VEHICLES.



Use OnCommand Connection to proactively identify potential problems, control maintenance, lower repair costs and maximize uptime.



ALL THE TOOLS YOU NEED AT YOUR FINGERTIPS

OnCommand® Connection is designed to keep your vehicles moving and your profits rising through powerful features such as **interactive mapping, engineer-designed action plans and access to your online portal** through your preferred interface – computer, tablet, smartphone or email.



Reduce en route events by proactively scheduling maintenance and repairs



Map tools that plot truck locations, nearest dealers, hotels and local towing providers



Generate real-time comprehensive vehicle health reports



Understand fault codes quickly and easily with descriptions in plain English



Gain more insight with fault code action plans that provide severity information and recommend solutions





Navistar Capital is an industry leader in commercial vehicle financing with over 40 years of experience. We provide customized leases and secured loans with flexible structuring for International® heavy and medium duty commercial vehicles. Contact your local International Truck dealer for more information.



For more than 40 years, Fleetrite® have provided quality parts for all truck and bus makes sold exclusively at your International® Truck dealer. Every part is Navistar quality approved and is covered under a 1-year parts and labor warranty. Parts you can trust and affordability you can bank on.



WE HAVE YOUR BACK SO YOU CAN KEEP MOVING FORWARD
Your International® dealer is one of the best in the business, and a strong link in the industry's broadest, most capable parts distribution and dealer network.



DIAMOND EDGESM CERTIFIED INTERNATIONAL TRUCK DEALERS
This select network of International dealer service departments has passed rigorous parts and service certification guidelines to provide you with faster turnarounds, immediate parts availability and a higher level of servicing expertise. Their ongoing pledge is to maximize your uptime and deliver a best-in-class customer experience.

YES, WE'RE
OPEN

Saturday
475+
Locations

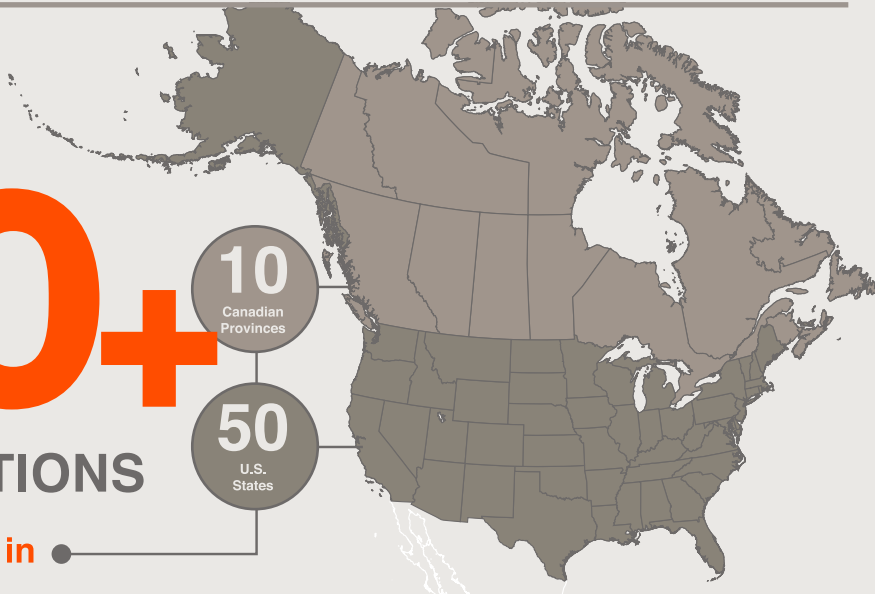
Sunday
45+
Locations

7,600+
TECHNICIANS

So no matter where you drive,
you're not far from one of our

700+
DEALER LOCATIONS

Leading all competitors in



7,400+
SERVICE BAYS





Note: The information and conclusions contained herein are believed to be correct at time of publication, but do not necessarily apply to similar vehicles with different specifications or with production dates after the production of this publication. Vehicles with different specifications or later dates of production may yield different results. Vehicle specifications are subject to change without notice. TAD17023 09/2017 ©2017 NAVISTAR Inc. All rights reserved. All marks are trademarks of their respective owners.

HV507



Configuration: 107" BBC Set-Forward Front Axle
Application: Truck or Tractor
Engine: Cummins B6.7, L9



- ▶ MUNICIPAL PLOW
- ▶ CONSTRUCTION DUMP
- ▶ BRIDGE FORMULA APPLICATIONS
- ▶ 4X4 FIRE & EMERGENCY

The new HV507 from International® has the uptime, productivity and safety needed to deliver on the most demanding jobs. Its standard wide-track front axle provides excellent maneuverability and its compact 107" BBC and set-forward axle configuration is ideal for weight-sensitive bridge formula applications. The HV507 features a new, roomier interior with a powerful new HVAC system and new controls that help keep drivers comfortable and productive over long hours on the job. The advanced and dependable Diamond Logic® Electrical System offers custom, user-programmable interlocks to enhance operator safety. Whether you're restoring power following a major storm, clearing the way after a heavy snowfall or performing other key roadwork, the HV507 is a hard-working addition to your fleet.





KEY FEATURES:

- ▶ Heavy duty, double-sided galvanized steel cab for long-term durability
- ▶ New door, side glass and mirror designs improve lateral visibility and workplace safety
- ▶ All-new dash designed for the driver with more space for additional rocker switches
- ▶ Available premium gauge cluster designed with driver input is customizable with virtual gauges
- ▶ Best-in-class Diamond Logic® electrical system for all applications
- ▶ Easy-access column-mounted shifter integrated with engine braking helps keep hands on the wheel
- ▶ New industry-standard J1939 electrical system architecture and improved harnessing to maximize uptime
- ▶ All-new HVAC system, designed for reliability, now includes a high-performance MAX defrost feature
- ▶ .5" thick super single frame rail rated up to 3.35M RBM



107" BBC SET-FORWARD FRONT AXLE

GVW

- ▶ 53,000 - lbs. (4x2)
- ▶ 50,000 - lbs. (4x4)
- ▶ 68,000 - lbs. (6x4)
- ▶ 66,000 - lbs. (6x6)

Models/BBC/BA

- ▶ 107" BBC / 32.4" BA

Wheelbase Options

- ▶ 144 - 311"

Axle Configurations

- ▶ 4x2
- ▶ 4x4
- ▶ 6x4
- ▶ 6x6

Rear Axle

- ▶ SINGLE REAR AXLE (4x2)
 - Meritor
 - Single Reduction: 17,000 - 30,000 lbs.
 - Double Reduction: 26,000 - 38,000* lbs.
 - Two-Speed: 21,000 - 23,000 lbs.
 - Dana Spicer
 - Single Reduction: 17,500 - 31,000 lbs.
 - Two-Speed: 19,000 - 23,000* lbs.
- ▶ TANDEM REAR AXLE (6x4)
 - Meritor:
 - Single Reduction: 34,000 - 46,000 lbs.
 - Dana Spicer:
 - Single Reduction: 46,000 lbs.

Front Axle

- Dana Spicer
 - Non-Driving: 10,000 - 20,000 lbs.
- Meritor
 - Non-Driving: 10,000 - 22,000 lbs.
 - Driving: 10,000 - 18,000 lbs.
- Fabco
 - Driving: 10,000 - 20,000 lbs.

Frames

- ▶ Heat Treated Alloy Steel 120,000 PSI
- ▶ 11.25" x .5" thick super single rail

Front Suspension

- ▶ Spring Multileaf: 14,000 - 20,000 lbs.
- ▶ Parabolic Taperleaf: 8,000 - 22,000 lbs.

Rear Suspension

- ▶ Chalmers: 23,000 - 46,000 lbs.
- ▶ Hendrickson
 - RT: 34,000 - 46,000 lbs.
 - HAS: 40,000 - 46,000 lbs.
 - HMX: 40,000 - 46,000 lbs.
 - PRIMAAX: 20,000 - 46,000 lbs.
- ▶ Link: 46,000 lbs.

Electrical System

- ▶ ALTERNATORS
 - Bosch: 12 Volt, 160 - 200 Amp
 - Leece-Neville: 12 Volt, 160 - 325 Amp
 - Delco Remy: 12 Volt, 165 - 240 Amp
- ▶ BATTERY SYSTEMS
 - JCI: 12 Volt 1400 - 2100 CCA
 - Fleetrite®: 12 Volt 1320 - 3800 CCA
 - Deka: 12 Volt 2775 CCA

Exhaust System

- ▶ Single canister after-treatment device
- ▶ Frame Mounted Right Side, Back of Cab
- ▶ Short Horizontal Tailpipe

Brakes

- ▶ Air Drum Brakes with ABS, Optional Traction Control, Optional Electronic Stability Program with Traction Control
- ▶ Air Disc Brakes

Power Steering

- ▶ Single Power
- ▶ Dual Power on Front Axle 16,000 lbs. and Above

Engines

- ▶ Cummins® B6.7: Up to 360** hp, 800 lb.-ft. of torque
- ▶ Cummins® L9: Up to 450** hp, 1250 lb. -ft of torque

Transmissions

- ▶ Eaton® Fuller: 6-, 10-, 13-Speed Manual
- ▶ Eaton UltraShift+®: 10-Speed Automated Manual
- ▶ Eaton Fuller Advantage™ Series: 10-speed Automated Manual
- ▶ Allison: 2000, 3000 Series (HS, EVS, RDS) Automatic

Fuel Tanks

- ▶ 40 - 120 Gallons, Single or Dual, Non-Polished or Polished Aluminum, Mounted Right or Left Side Under Cab

Tires

- ▶ Continental, Michelin, Goodyear, Bridgestone

* Application Restriction

** Higher ratings limited to fire and rescue applications

Note: The information and conclusions contained herein are believed to be correct at time of publication, but do not necessarily apply to similar vehicles with different specifications or with production dates after the production of this publication. Vehicles with different specifications or later dates of production may yield different results. Vehicle specifications are subject to change without notice. TAD17026 9/2017

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NATIONAL WILDFIRE COORDINATING GROUP

National Interagency Fire Center
3833 S. Development Avenue
Boise, Idaho 83705

Memorandum

Reference: NWCG#006-2008

To: NWCG Executive Board, Geographic Area Coordinating Group Chairs, and
Fire Equipment Working Team Chair

From: NWCG Chair *Brian McManis*

Date: June 5, 2008

Subject: Engine and Water Tender Typing Standards

During the fall 2007 NWCG Executive Board Meeting held in Shepherdstown, West Virginia, the Fire Equipment Working Team presented the NWCG with updated engine and water tender typing standards, which were then formally approved by the NWCG. The NWCG also concurred with the recommendation to increase the staffing for Type 3 engines to 3 persons for national mobilization.

The review process for the updated standards occurred over several months and took into consideration input received from both federal and state agencies. We are working towards identical standards between NWCG and NIMS typing, and this update brings us closer, but there are still discrepancies to be addressed. We will continue to work with the Incident Management Systems (IMS) Division of FEMA to gain agreement on wildland engine (Type 3-7) and tender typing as contained on the attached table, with the goal of FEMA embracing our standards and allowing NWCG ownership of wildland engine and tender standards in the future. NWCG has also provided input to FEMA on Type 1 and 2 engine standards, and has also recommended that FEMA take ownership of these standards in an effort to enhance collaboration and streamline the typing process.

The NWCG has formally adopted the new typing standards for engines and tenders as contained in the attachment. As coordination on this effort continues with FEMA, additional changes may be required and will be relayed to you as they occur. Please implement utilization of these new standards immediately. These updates will be formally incorporated into the 410-1 revision cycle in 2009.

Attachment

cc: NWCG Executive Board

ATTACHMENT

National Mobilization Minimum Engine and Water Tender Typing October 2007

	Engine Type						
	Structure		Wildland				
Requirements	1	2	3	4	5	6	7
Tank minimum capacity (gal)	300	300	500	750	400	150	50
Pump minimum flow (gpm)	1000	500	150	50	50	50	10
@ rated pressure (psi)	150	150	250	100	100	100	100
Hose 2½"	1200	1000	-	-	-	-	-
1½"	500	500	1000	300	300	300	-
1"	-	-	500	300	300	300	200
Ladders per NFPA 1901	Yes	Yes	-	-	-	-	-
Master stream 500 gpm min.	Yes	-	-	-	-	-	-
Pump and roll	-	-	Yes	Yes	Yes	Yes	Yes
Maximum GVWR (lbs)	-	-	-	-	26,000	19,500	14,000
Personnel (min)	4	3	3	2	2	2	2

	Water Tender Type				
	Support			Tactical	
Requirements	S1	S2	S3	T1	T2
Tank capacity (gal)	4000	2500	1000	2000	1000
Pump minimum flow (gpm)	300	200	200	250	250
@ rated pressure (psi)	50	50	50	150	150
Max. refill time (minutes)	30	20	15	-	-
Pump and roll	-	-	-	Yes	Yes
Personnel (min)	1	1	1	2	2

1. All types shall meet federal, state and agency requirements for motor vehicle safety standards, including all gross vehicle weight ratings when fully loaded.
2. Type 3 engines and tactical water tenders shall be equipped with a foam proportioner system.
3. All water tenders and engine types 3 through 6 shall be able to prime and pump water from a 10 foot lift.
4. Personnel shall meet the qualification requirements of NWCG *Wildland Fire Qualification System Guide*, PMS 310-1.

Common Additional Needs – Request as Needed

All Wheel Drive (includes four wheel drive)

High pressure pump (250 psi at one half flow of Type)

Foam Proportioner

Compressed Air Foam System (CAFS) 40 cfm minimum

Additional Personnel

Skeeter

Brush Trucks



***ACCEPT
NO IMITATIONS***

Triple Threat Combination

WILDLAND ENGINE, FIRST RESPONDER, RAPID INTERVENTION UNIT



F550 Skeeter Type 5 Wildland Engine

Skeeter Brush Trucks were designed with the collaboration of wildland firefighters and engineers. Our solution is a true custom wildland apparatus manufactured to NWCG standards. We put emphasis on protecting the chassis and body through reinforcements and armor to take the personnel and equipment to the fire and fight offensively while minimizing manpower.

Our **Custom Front Bumpers** are built out of aluminum or steel and designed to accommodate over two dozen options. We can paint, powder coat, or leave it brushed aluminum for a clean appearance and ideal for operating in the brush. Our bumpers can be equipped with 4" or 7" HID driving lights, fixed or receiver mount winches, tow eyes, cameras, speakers and emergency lighting. Further customize your bumper with a remote-controlled turret, sweep nozzles, or 1.5" discharge and hose tray.

Strength, durability and flexibility. Each body design is engineered for proper strength, weight, and balance in either a 92" or 96" wide model and designed for 20 years of extreme wildland service. Our bodies are built on a TIG welded aluminum substructure (5" I-Beam frame rails with 3" I-Beam cross-members on 12" centers). The bodies are then aluminum skinned and spring-mounted to the chassis frame to allow for strength and flexibility. Skeeter Brush Trucks have been pump tested at sea level up to 12,000 ft. to ensure reliable performance. Each body is NFPA flex tested in all attitudes while flowing water to all discharges to ensure our quality standards and design are properly met.



Durable Aluminum Body Construction



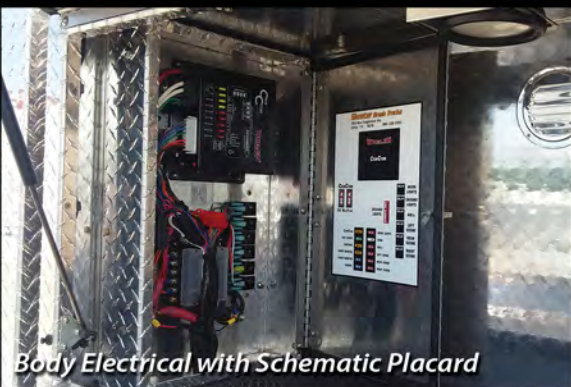
Specialized Custom Bumpers



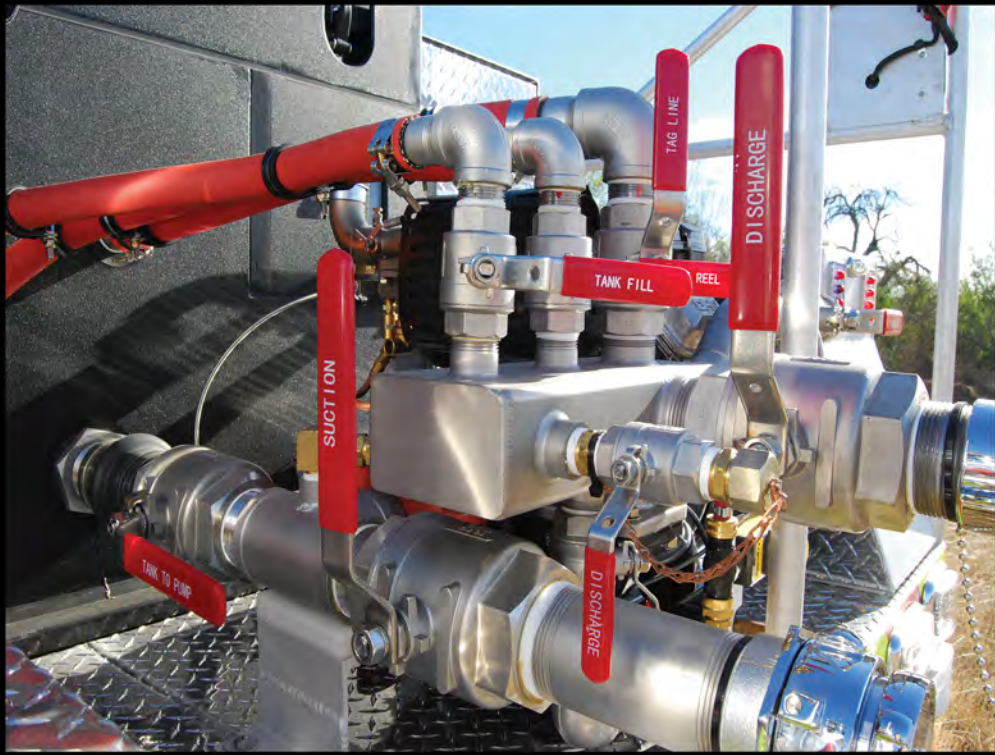
Off-Road Suspension & Skid Plating



Intuitive Single Operator Design



Body Electrical with Schematic Placard



SERVICEABILITY

- Stainless steel & flex hose plumbing allow for field repairs in minutes.
- Full accessibility to pump, plumbing, and valves.
- Complete body electrical enclosed in a single, easy access, panel.

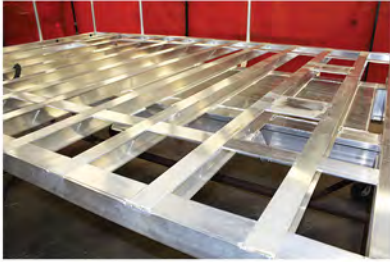
FIREFIGHTER SAFETY

- In-cab operations minimize manpower in a safer environment.
- High-visibility 360 degree HID & LED scene lighting.
- Cameras give the driver a better view of what's behind and ahead.

EXTREME OFF-ROAD MOBILITY

- 6" Four Link off-road suspension
- 20" ballistic, load range M, super single tires
- custom chassis and body armour





All Aluminum Construction

Light-weight all aluminum construction offers better corrosion resistance, and increases weight capacities for additional water, hose, and equipment.



Severe Duty Design

Our brush trucks have been subjected to high-volume use in extreme conditions with thousands of hours of real-world testing. Skeeter bodies are built for rugged use year after year.



Skeeter Br



Skeeter Flat-Bed



Skeeter Step-Side



Skeeter Rescue-Side



Skeeter Trucks

Our brush trucks are outfitted with locally accessible parts from any truck part supplier. Should the need arise to have your unit serviced, we have partnered with a comprehensive network of service centers to provide your department with support when and where you need it. Our service centers feature EVT and ASE certified technicians, and we guarantee our professionals are highly trained in diagnosing and repairing all possible issues.



www.SkeeterBrushTrucks.com

888.228.9335

Skeeter Brush Trucks, LLC
201 Cercon Dr
Hillsboro, TX USA 76645



Skeeter ***Brush Trucks***



Type 3/4

*The **ultimate** combination of **durability**, **capability**, and **affordability**.*

A Skeeter Brush Truck's **features** are **value conscious** and loaded with flexibility. A custom wildland apparatus delivering maximum capability for any budget. Our Type 3/4 offers multiple spacious upper and lower body compartment options to carry the tools and equipment you need to the fireline. Skeeter Brush Trucks are **simple** to operate, **easy** to maintain, and offer an **industry leading 5-year limited warranty**.



Flat-Bed



Step-Side



Rescue-Side

SkeeterBrushTrucks.com

SKEETER TYPE 3/4 WILDLAND ENGINE



Custom Cab Console



Severe Service Bumper



Concealed Booster Reel



Rear Tank Dump



Rear Slide-Out Tray

GENERAL

- NWCG Type 3/4 Compliant Base Vehicle
- Apparatus Engineering Drawings
- Available 4x4, 6x6, and 8x8 Configurations
- Field Serviceable Valves/Plumbing System

VARIATIONS

- Flat-Bed, Lighter & Stronger Severe Service Body
- Step-Side, 24" NFPA Walkway & Side-to-Side Access
- Rescue-Side, 2 Vertical Rescue-Style Compartments

CHASSIS

- Gas or Diesel 2-Door, Super Cab, or 4-Door
- Up to 60,000 lb. GVWR
- Extreme Service Off-Road Bumper
- Up to 450 Horse Power, 1,250 ft. lbs. Torque
- Automatic Transmission
- Power Steering and Brakes
- Air or Hydraulic Brakes
- AM/FM/CD Radio

CHASSIS MODIFICATIONS

- Limited Slip Rear Differential
- Front and Rear Tow Eyes
- Rear Mud Flaps
- Radiator/Front of Engine Skid Plate
- Transfer Case Skid Plate

PUMP

- 100-390 GPM Auxiliary Pump, Gas or Diesel
- 100-500 GPM PTO Pump
- Custom Pump Panel, 2.5" Pressure Gauge
- Exhaust or Electric Primer
- Fuel, Removable, Stainless, or to Chassis
- Stainless Steel Valves and Plumbing

INTAKES/DISCHARGES

- 2.5" Gated Intake with Cap
- 2.5" Gated Tank to Pump Line
- 1" Gated Tank Fill / Recirculate Line
- 2.5" Rear Gated Discharge w/1.5" Reducer
- 1" Hose Reel, 150', 300 psi rated
- 1" Whip Lines, 8' (2)
- .75" Discharge
- 1.5" Pre-connect discharge
- Ground Sweeps, Front Bumper, Elec. Controlled (2)
- 1.5" Front Monitor, Remote Controlled in Cab

FOAM SYSTEMS

- Through-the-Pump Class A
- Injected Class A
- Compressed Air Foam (CAFS)

TANK

- 500 - 1500 Gallon Poly. Tank & Sight Gauge
- 10-20 Gallon Integral Foam Tank
- Tank Fill & Overflow Tower w/Cover
- 4 LED Tank Level Gauges (2 Cab & 2 Panel)
- Lifetime Tank Warranty

HOSE REEL

- 150' Aluminum Electric Rewind Booster Reel

BODY AND COMPARTMENTS

- 96" or 100" Width, Custom Aluminum Body
- 8" Mainframe, 3" Cross Members on 12" Centers
- Multi-Point Spring Mounted Body System
- Headache Bar w/Light Bar Platform
- 33" x 5" x 96" Rear Compartment & Slide-Out Tray
- Swing or Roll-Up Compartment Doors
- (2) 30" x 56" x 26" Vertical Aluminum Compartments
- (4) 48" x 18" x 24" Horizontal Aluminum Compartments
- Rear Body Access Steps or Tailboard
- Hose Tray for 200' x 1.5" Hose
- Long Tool Tray
- Turtle Tile Compartments & Trays

12 VOLT ELECTRICAL

- 20" x 18" x 4" Body Electrical Wiring Enclosure
- Whelen Legacy LED Light Bar / Scene Lights
- Whelen LED Traffic Advisor
- Whelen M7 LED Emergency Lights
- Whelen M6 Signal LED Stop/Tail/Turn Signals
- Rigid Technologies LED Scene Lighting (4-Sides)
- LED Marker Lights
- LED Cab Ground Lights
- LED Compartment Lights
- LED Step Lights
- LED License Plate Light and Bracket
- Backup Alarm
- Door Ajar Light
- Electronic Master Disconnect

SIREN/SPEAKERS

- Whelen CENCOM Control Module & Electronic Siren
- Whelen 100 Watt Speaker

STRIPING/GRAPHICS

- 4" Cab and Body Stripe
- Front & Rear NFPA Reflective Chevrons

EQUIPMENT

- TFT Adjustable Bubble Cup Nozzles (3)
- Hydrant Wrench/Spanner Set
- NWCG Compliant Equipment Provided



CITY OF PORT ORANGE

PURCHASING DIVISION
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA 32129
TELEPHONE 386-506-5718
FAX 386-506-5711

purchdiv@port-orange.org

ADDENDUM NO. # 1

July 1, 2020

ITB #20-10 Brush Truck

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 16, 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:

1. Section 3, Pages 22 and 23 under **STAINLESS STEEL PLUMBING SYSTEM** and **AUXILIARY FIRE PUMP MOUNTING PROVISIONS**, the word "*Auxiliary*" is to be removed as the Darley LSP is the only pump on the unit (Please see Question 1). Those sections now read as the following:

STAINLESS STEEL PLUMBING SYSTEM

The fire pump plumbing system shall be built mostly of stainless steel piping, fittings, and connections. Victaulic couplings shall be installed to permit flexing of the plumbing system and allow for quick removal of piping or valves for service. Tank connections and remote plumbing shall use high-pressure flexible piping. Flexible hose couplings shall be threaded stainless steel or Victaulic connections.

FIRE PUMP MOUNTING PROVISIONS

The fire pump shall be installed under the body, front driver's side, between the cab and the front axle. The sub-structure shall have welded in mounting sub-plates between the structural members. The pump shall be mounted on a dielectric surface under pump and bolts through the sub-plates. There shall be access to the pump via removable panel(s) for service.

B. CHANGES TO SPECIFICATIONS:

N/A

C. QUESTIONS AND ANSWERS:

Question 1:

The specifications mentioning an **AUXILIARY FIRE PUMP** specifically under **STAINLESS STEEL PLUMBING SYSTEM & AUXILIARY FIRE PUMP MOUNTING PROVISIONS**, leads me to believe that there is a separate Auxiliary Pump, which would be separate from the Darley LSP "PTO Pump". Is there a separate Auxiliary Pump on this truck which is not being specifically called out or is the Darley LSP the only pump?

Answer: The Darley LSP pump is the only pump on the unit.

Michael Hall
Buyer

In all other respects, except as specifically stated herein, the subject ITB #20-10 remains unchanged.

END OF ADDENDUM NO. #1

CITY OF PORT ORANGE, FLORIDA

INVITATION TO BID

Brush Truck



ITB #20-10

City of Port Orange Purchasing Division

Prepared by:

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

Release Date: June 16, 2020

**Bid Due Date & Time: July 15, 2020 at 2:30
P.M.**

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



Legal Notice to Bidders

ITB #20-10

Brush Truck

Notice is hereby given that the City of Port Orange is soliciting bids for ITB #20-10 Brush Truck. Bids will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on July 15, 2020** which may be amended by addendum issued by the City. All untimely Bids will not be considered and will be returned to the Bidder unopened. All Bids will be evaluated to ensure they contain all required forms in order to deem the Bidder responsive or non-responsive. **Bids will be opened and read aloud at 2:30 P.M. in Council Chambers.**

There will 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: *New 2021 Brush Truck, NWCG Type 6, Wildland Engine, International HV507 SF 4-Door, Diesel 6 x 6 Chassis, and Flatbed 168" Aluminum Body Brush Truck.*

All Bidders shall be properly registered and 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.

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

Copies of the Bid documents, requirements, the scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange website at www.port-orange.org/bids.aspx and DemandStar via their website at www.demandstar.com. All questions shall be directed **in writing** to the Buyer, David Van Valkenburgh, dvanvalkenburgh@port-orange.org or purchdiv@port-orange.org and reference **"Questions on ITB #20-10 Brush Truck"** in the subject line. Last day for questions will be **June 30, 2020 at 5:00 P.M.** All Bidders are required to complete and submit a Public Entity Crime Statement, the Anti-Collusion Statement, and Drug-Free Tie Proposal Preference Statement, as well as other documents as required by the solicitation.

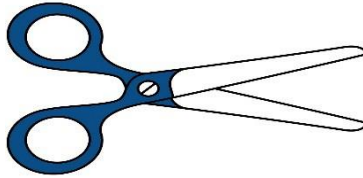
NO bid shall be withdrawn for a period of ninety (90) days subsequent to the bid opening without the consent of the City of Port Orange, Florida. Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract one hundred percent (100%) Payment and Performance Bond 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, to waive any and all non-substantial irregularity in Bids received, whenever such waiver or rejection is in the best interest of the City.

Bids shall be submitted to the City Clerk's office with one (1) original and one (1) identical digital (CD or flash drive) version in pdf format, addressed to 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 #20-10 Brush Truck". David Van Valkenburgh CFCM, C.P.M. – Purchasing Agent Legal Ad.

One Time – June 16, 2020

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



SEALED BID • DO NOT OPEN

SEALED BID NO. ITB #20-10

BID TITLE: Brush Truck

DUE DATE/TIME: July 15, 2020 at 2:30 P.M.

SUBMITTED BY: (Name of Company)

DELIVER TO:
City of Port Orange City Clerk's Office
Attn: David Van Valkenburgh CFCM, C.P.M.
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 of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (contractor/vendors) for the provision for purchase a New 2021 Brush Truck. The bidder will be an authorized service center for all major fire equipment and accessories.

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:June 16, 2020

Deadline for Questions:..... June 30, 2020 by 5:00 P.M.

Final Addendum Posting: July 7, 2020 by 5:00 P.M.

Bids Due:July 15, 2020 by 2:30 P.M.

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

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

City of Port Orange City Clerk's Office
Attn: David Van Valkenburgh CFCM, C.P.M.
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.

Bid Bond Required: 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.

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.**

SECTION 2 – INSTRUCTIONS TO BIDDERS (cont)

All Bids will be opened publicly and read aloud. All conferences and meetings regarding this ITB are recorded electronically (audio only).

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

PRE-BID CONFERENCE:

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

QUESTIONS REGARDING THIS ITB:

All questions shall reference "ITB #20-10 Brush Truck" in the subject line. All questions concerning this ITB shall be submitted in writing no later than the date and time referenced in the Timeline above to:

David Van Valkenburgh CFCM, C.P.M. Purchasing Agent
1000 City Center Circle Port Orange, FL 32129
dvanvalkenburgh@port-orange.org or purchdiv@port-orange.org

ADDENDA REGARDING THE INVITATION TO BID:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Bid Due Date. Contractor/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 Contractor/Vendor's responsibility to be sure all correct number of addenda was received. The Contractor/Vendors should verify with the designated contact persons prior to submitting a Bid that all addenda have been received. Contractor/Vendors should acknowledge the correct number of addenda received as part of their Bids. It is the responsibility of the Contractor/Vendors 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 Contractor/Vendors or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Contractor/Vendors or third party have any standing to sue or cause of action arising therefrom.

CLARIFICATIONS:

It is the Contractor/Vendors' 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. Contractor/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: (see also Section 6 - SPECIAL CONDITIONS)

Contractor/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.

Contractor/Vendors must be a properly registered and 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.

Contractor/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 Contractor/Vendors to be deemed non-responsive. The City of Port Orange is not to be used as a reference.

NO LOBBYING:

All Contractor/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 Contractor/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 Contractor/Vendors 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 Form.

BID SUBMISSION AND WITHDRAWAL:

Unless otherwise specified, Contractor/Vendors 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 Contractor/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. Contractor/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 Contractor/Vendors 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.

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 CONTRACTOR/VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- (a) Failure to update the information on file including address, product, service or business descriptions.
- (b) Failure to perform according to contract provisions.
- (c) Conviction in a court of law of any criminal offense in connection with the conduct of business.
- (d) Evidence of a violation of any federal or state antitrust law based on the submission of bids or proposals, or the awarding of contracts.
- (e) Evidence that the Contractor/Vendors 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 Contractor/Vendors must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Contractor/Vendors upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA):

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

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SECTION 3 – SCOPE of WORK

Purpose

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed bids from Firms or Companies (contractor/vendors) for the provision for purchase a New 2021 BRUSH TRUCK for the City of Port Orange.

Chassis Operation Manual (see also Section 6 - SPECIAL CONDITIONS)

The chassis manufacturer shall provide one (1) operational manual. This manual may be in either a notebook type binder, with reference tabs and a USB thumb drive and/or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

Fire Pump Operational Manual (see also Section 6 - SPECIAL CONDITIONS)

A fire pump service, instruction, and operational manual shall be supplied. This manual may be in either a notebook type binder, with reference tabs and a USB thumb drive and/or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

Foam System Operational Manual (see also Section 6 - SPECIAL CONDITIONS)

A foam system service, instruction, and operational manual shall be supplied. This manual may be in either a notebook type binder, with reference tabs and a USB thumb drive and/or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

Apparatus Operational Manuals (see also Section 6 - SPECIAL CONDITIONS)

The chassis manufacturer shall provide one (1) operational manual. This manual may be in either a notebook type binder, with reference tabs and a USB thumb drive and/or a compact disk (CD) with all of the printed material in an electronic format (Adobe Acrobat PDF).

PAINT COLORS

- 1) Cab Color: Pierce #90 Red
- 2) Cab Secondary Color: N/A
- 3) Description: Solid Pierce #90 Red
- 4) Bumper Color: Black Bed Liner
- 5) Wheel Color: Black
- 6) Body Color: Polished Aluminum
- 7) Cab and Side Protection Bars: Black Bed Liner
- 8) Headache Rack: Black Bed Liner

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CHASSIS SPECIFICATIONS

One (1) International HV507 Series, six wheel drive 6x6, four (4) door cab and chassis GVWR: 60,000lbs.

Frame: steel reinforced single channel type, with liner

Frame: Heat Treated Alloy Steel (120,000 PSI Yield); 10.125" x 3.580" x 0.312" (257.2mm x 90.9mm x 8.0mm); 480.0" (12192) Maximum OAL,

Frame Reinforcement: Full Outer C-Channel, Heat Treated Alloy Steel (120,000 PSI Yield), 10.813" x 3.892" x 0.312" (274.6mm x 98.8mm x 7.9mm),

Tow Hooks: front

Front Driving Axle: 16,000-lb Capacity, with Hub Piloted Wheel Mounting Front Suspension: 16,000lbs.

Front Tires: two (2) 425 Michelin tires, 65 MPH, All-Position Front Wheels: steel disc wheels

Mud Flaps: The mud flaps shall be installed behind front and the rear wheels.

Transfer Case: Meritor T-4213 2, 2 Spd, 13,000 lb/ft Total Capacity, With Electric Over Air Control

Rear Axle: Meritor MT-40-14X-4DCR Single Reduction, 40,000-lb Capacity, w/.433"(11mm) Wall Housing Thickness, Driver Controlled Locking Differential in Forward-Rear and Rear-Rear Axle, R Wheel Ends . Gear Ratio: 5.29

Rear Suspension: Hendrickson RT-403 Walking Beam, 40,000-lb Capacity, 54" Axle Spacing, Multileaf Springs, with Rubber Center Bushing

Rear Tires: four (4) 425 Michelin tires, 65 MPH, All-Position Rear Wheels: four (4) Steel disc wheels

Gear Ratio: 5.29

Air Brake System: equipped with air-operated brakes and an anti-lock braking system (ABS), air dryer, manual air tank drains

Engine: Navistar Cummins L9 380 EPA 2017, 380HP @ 2000 RPM, 1150 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed, 380 Peak HP (Max), (RATED FOR EMERGENCY VEHICLES ONLY)

Engine Exhaust Brake: Cummins ISB/B6.7/ISL/L9 Engine with Variable Vane Turbo Charger

Cooling System: -30 degrees Fahrenheit Exhaust System: vertical mounted, right side Fuel Tank: left side step tank 50-gallon

Fuel Filter: fuel/water with dash mounted alarm, indicator light

Transmission: Allison 3000EVS_P 4th Generation Controls; Close Ratio, 5-Speed; With Overdrive Oil Level

Sensor, With Provision for PTO, Less Retarder, Max. GVW N/A

Steering: Power

Batteries: International Maintenance-Free Fleetrite Maintenance-Free, (3) 12-Volt 2850CCA Total, Top Threaded Stud Alternator: Leece-Neville BLP4006HN Brushless, 12 Volt 325 Amp. Capacity, Pad Mount, with Remote Sense

Cab: Four (4) door, with tilting fiberglass front hood assembly Cab accessories and features shall include:

- 1) Factory tinted glass in all windows
- 2) Amber DOT edge of roof clearance/marker lights
- 3) Gray interior trim with vinyl upholstery
- 4) Gray vinyl floor mat
- 5) Dual sun visors
- 6) Electric windshield washer, power windows and door locks
- 7) Electric windshield wipers with two speed switch with wash and intermittent
- 8) Exterior handrails at each cab door
- 9) High output heater and defroster system with electronic controls
- 10) Dual electric horns
- 11) Halogen headlights
- 12) Front turn signal lamps

Cab Paint: Pierce #90 Red Wheel Color: Black

Climate Control: heater, defroster, and air conditioning

Cab Mirrors: two (2) extended style mirrors, with convex mirrors Cab Instruments: standard metric

Driver's Seat: National 2000} National Fire Protection Association (NFPA) Compliant, Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjust, -3 to +14 Degree Back Angle Adjust

Front passenger's seat: National 2000} NFPA Compliant, Air Suspension, High Back with Integral Headrest, Vinyl, Isolator, 1 Chamber Lumbar, 2 Position Front Cushion Adjustment, -3 to +14 Degree Back Angle Adjust

Rear passenger seat: National BENCH; Full Width; Vinyl, with Fixed Back and Two Integral Outboard

Headrests Front Seat Belts: 3-Point, Lap and Shoulder Belt Type

Rear Seat Belts: (3) Two 3-Point Shoulder Belts for Driver and Outer Passenger and One 2- Point Lap Belt for Center Passenger

Printed Manuals: one (1) printed chassis operation manual

CHASSIS EQUIPPED PTO OUTPUT

The chassis transmission shall be equipped with the factory PTO output provisions.

BUMPER EXTENSION

There shall be a custom fabricated steel bumper extension that extends the bumper 24" forward of its original position. It shall be fastened with grade 8 hardware.

BUMPER PLATFORM

There shall be a 24" polished aluminum diamond plate from the OEM grill to rear of the bumper extension and it shall be properly supported to hold up to 250lbs.

FRONT BUMPER

The factory bumper shall be removed and replaced with a custom fabricated, heavy duty aluminum bumper and grille guard protection assembly.

The bumper and grille guard shall be sprayed with black bed liner.

FRONT BUMPER SKID PLATE

A .3125" skid plate will be installed from the bumper area extending below the bumper extension and chassis radiator area.

TRANSFER CASE SKID PLATE, LONG

A removable heavy .250" aluminum skid plate assembly shall be installed to protect the oil pan and transfer case.

CAB PROTECTION/ENTRY STEPS, CUSTOM

Each side of the 4-door cab shall have protection rails designed to protect the cab from damage off road. The rails shall also serve as cab entry steps. They shall be made of 2" sch 40 steel tubing, and be mounted to the chassis frame. The step portion shall be made of 1/4" x 1" expanded metal.

The cab bars shall be sprayed with Black bed liner.

CAB PROTECTION BARS, 4 DOOR

The upper portion of the 4-door chassis cab shall have custom fabricated protection bars, one (1) each side. The armor shall be made of 2" sch 40 steel tubing, and shall attach to the headache rack and bumper/grille guard. The tubing shall be flexibly mounted at each end to allow chassis flex while operating off road.

The cab bars shall be sprayed with Black bed liner.

CUSTOM FABRICATED CONSOLE AND SWITCH PANEL

A custom fabricated poly (plastic) electrical console and enclosure shall be located between the driver's and passenger's seats. It shall house the siren, switches, cup holder, and auxiliary equipment.

REAR RECEIVER

The rear of the chassis shall be equipped with one (1) square steel tube receiver assembly for high or low angle rescue, trailer use, and winch applications. It shall be the same size as a Class III trailer hitch and shall be attached to the chassis frame assembly. The receiver shall be rated at approximately 10,000lbs.

The rear receiver assembly shall be equipped with two (2) heavy duty rear tow loops, one (1) each side.

FIRE PUMP SPECIFICATIONS

NFPA 1901 COMPLIANT PUMP

The Darley LSP 750 gpm fire pump and related plumbing on the specified apparatus shall be installed in accordance with applicable NFPA 1901 guidelines at the time the contract was placed.

SIDE DESIGN PUMP OPERATOR'S PANEL & MODULE SIDE PANEL MODULE

A pump operator's side panel pump module shall be provided. It shall be assembled and mounted independently from both the chassis and the body to properly allow sufficient flexing and prevent component fatigue. The pump operator's panel shall measure 28". The pump module width shall be 72" with an overall width at the running board edges of 96". The module shall be constructed using aluminum square tubing and shall be fully welded. The welded ends of the tubing shall be chamfered prior to welding and shall be ground smooth prior to finishing. Due to the importance of the strength of this welded assembly, bolted together module designs shall not be accepted.

SIDE PANELS STAINLESS STEEL

The pump compartment module shall have left and right side pump panels constructed of stainless steel sheets. The side pump panels shall be removable.

GAUGE PANEL STAINLESS STEEL

The pump operator's upper gauge panel shall be located on the left side of the pump module above the main control panel and shall be vertically hinged. It shall be constructed from stainless steel and shall include two push button type latches.

ACCESS PANEL STAINLESS STEEL

There shall be a vertically hinged upper access panel located above the main pump panel on the right side of the unit. It shall be constructed from stainless steel and have two push button type latches.

COLOR CODED LABELS

A set of color coded and function described labels shall be provided on the pump panels for the pump operator's controls, gated inlets, discharge outlets, drains, intake gauge, and pressure gauges (as applicable). The labels shall be a high quality plastic material with a durable adhesive on the back.

PUMP PANEL LIGHT SHIELD - LEFT

One (1) polished, extruded aluminum light shield assembly shall be provided above the left side pump panel area. There shall be a minimum of two (2) weather resistant lights installed within the shield. A switch located on the pump operator's panel shall be provided to activate the lights.

PUMP PANEL LIGHT SHIELD - RIGHT

One (1) polished, extruded aluminum light shield assembly shall be provided above the right side pump panel area. There shall be a minimum of two (2) weather resistant lights installed within the shield. A switch located at the pump operator's panel shall be provided to activate the lights.

PUMP COMPARTMENT LIGHTS

Two (2) 5" round dome style lights shall be provided inside the pump compartment area. Each shall be switched on the light itself.

RUNNING BOARDS

Running boards shall be installed on each side of the pump compartment module. The running boards shall be constructed of 1/8" embossed fire apparatus bright aluminum treadplate. Each shall be a minimum of approximately 12" deep x the width of the side panel module. The running boards shall have a 1-1/4" upward bend on the inside edge to act as a kick plate.

The aluminum treadplate shall meet recommendations for slip resistant surfaces at the time of proposal.

The running boards shall be attached to a frame mounted outrigger support structure. Each running board to have a 3" downward bend on the front and side faces with a 1" underside return for superior strength.

SINGLE STAGE FIRE PUMP

The pump shall be a Darley LSP single stage fire pump, capable of 500 gpm up to a 1000 gpm rating.

Power to drive the pump shall be provided by a transmission PTO. The pump shall be midship mounted and designed to operate through a transmission PTO. This installation does allow for pump and roll operation.

The pump casing shall be a fine grain cast iron alloy, vertically split, with a minimum 40,000 psi tensile strength and bronze fitted.

The pump shall contain a cored heating jacket feature that, if selected, can be connected into the vehicle antifreeze system to protect the pump from freezing in cold climates as well as cooling the vehicle chassis engine.

The impeller shall be a high strength bronze alloy of a radial flow design for high suction lift capacity, accurately balanced and splined to the pump shaft for precision fit and durability.

The seal rings shall be renewable, double labyrinth, wrap around bronze type.

The pump shaft shall be precision ground stainless steel with long wearing, very hard, chrome oxide coating under the packing glands. A mechanical seal is also available if desired. The shaft shall be splined to receive broached impeller hubs, for greater resistance to wear, torsional vibration, and torque imposed by engine.

A stuffing box shall be provided and shall be of the plunger injection style, utilizing a plastallic composite packing equalizing pressure around the shaft. Packing shall be renewed by removing the plunger, inserting the packing, and reinstalling the plunger. This packing design shall be provided to minimize friction, heat generation, and apparatus down time. This feature is designed to allow replacement and/or adjustment of packing within a 15-minute period.

Due to the advantages of the above packing feature, rope or braid type packing gland designs are not acceptable. A silicon carbide mechanical seal is acceptable for the above.

The bearings provided shall be heavy duty, deep groove, radial-type ball bearings. They shall be oversized for extended life. The bearings shall be protected at all openings from road dirt and water splash with oil seals and water slingers.

The transmission case shall be heavy duty cast iron alloy with adequate oil reserve capacity for low operating temperatures. A magnetic drain plug shall be provided.

The gears shall be cut from high strength alloy steel, heat treated, precision ground and carburized.

A discharge manifold, as supplied as part of the pump by the pump manufacturer, shall include a discharge head check valve assembly to allow priming of the pump from draft with discharges open and caps off, and to prime faster than designs that require the air to be evacuated from the discharge manifold.

Discharge outlets shall have extensions with companion flange openings to allow ease of service.

The pump priming system, heat exchanger system, discharge and suction valves, relief valves, and master drain shall be as detailed elsewhere in these specifications.

Two (2) manuals covering the fire pump, pump transmission and selected options of the fire pump shall be provided with the apparatus.

PUMP CERTIFICATION

The fire pump shall be tested to meet the flow requirements of the pump installed on the apparatus. A written certification shall be provided with the completed vehicle.

STANDARD PUMP MODULE UL RATING 750 GPM

ELECTRIC PRIMER-Darley

The fire pump priming system shall consist of one (1) 12V positive displacement type rotary vane primer of a fluid less design.

A single, push-pull control shall be located on the pump operator's panel with a "Pull to Prime - Push to Close" label. The primer shall not require a lubrication tank nor any lubrication including water. The priming pump shall be constructed of heat treated aluminum and hard coat anodized.

The pump priming system shall include a light to indicate when the pump priming system has been activated. The light shall be red in color and shall be labeled "WARNING - Primer Engaged".

PRESSURE GOVERNOR

A Darley "AUTO CONTROL" electronic pressure governor and engine monitoring system shall be installed on the pump operators control panel. The governor shall be configured to operate with the chassis engine.

It shall regulate engine RPM to maintain a consistent pressure out of the water pump over a wide range of outgoing flows. The unit shall operate in both RPM and PSI modes.

The 6-1/2" x 7-1/2" control unit shall include the following features:

DISPLAY:

--A 4-digit LED readout for pump discharge pressure.

--A 4-digit LED readout for pump intake pressure.

--A 20 segment LED bar graph for the pressure or RPM setting.

--A 4-digit readout for engine RPMs.

--"Throttle Ready" green LED.

--Three (3), 10 segment bar graphs for battery voltage, engine oil pressure, and engine temperature. The bar graph display shall flash if low voltage, low oil pressure, or high engine temperature condition occurs.

FUNCTION SWITCHES:

Idle Mode - Preset - Increase - Decrease - Silence.

This system shall utilize information from the chassis engine ECU. An audible alarm buzzer shall be included.

INDICATOR LIGHT

A green indicator light labeled "THROTTLE READY" shall be included with the pressure governor control located on the pump operator's panel. It shall indicate that the pump is engaged in the proper stationary pumping position, and that the parking brake is set.

INTAKE RELIEF VALVE

One (1) NFPA compliant intake relief valve shall be provided and mounted on the suction side of the pump, adjustable from 50-250 psi, on the valve itself. The valve shall be factory preset at approximately 125 psi. The system does not include an on/off control.

MASTER DRAIN

One (1) rotary style master drain shall be installed on the lower portion of the side control panel. It shall be of brass construction and use a rotary screw mechanism against a rubber sealing surface. Each port shall be isolated. An "open and closed" label with arrows indicating direction shall be installed.

1/4 TURN DRAINS

Each gated 1-1/2" or larger inlet and discharge shall have a quarter turn drain valve installed. The drain valves shall be located along the bottom on each pump panel. Inlets & discharges shall be plumbed to each drain at the lowest point. Each drain shall be plumbed with low pressure hose to drain below bottom of the apparatus and be directed away from the pump operator. Each drain valve shall have a T-handle control with a recess in the "T" for a color coded function label.

PUMP PANEL ID PLATE

An identification plate, prepared by the fire pump manufacturer, shall be installed on the pump operator control panel to identify the fire pump serial number, model number, and performance.

PLUMBING SYSTEM

The plumbing system shall consist of hard piping, or flexible high pressure hose with stainless steel ends, as deemed necessary for the application. Upon completion, the entire system shall be fully pressure tested.

The tank to pump plumbing and valve arrangement shall be capable of delivering water to the pump at a minimum flow rate of 500 GPM while pumping at 150 psi pressure.

Each gated intake shall be equipped with a 3/4 inch bleeder valve located in close proximity to the intake. All intakes shall be provided with suitable closers (valves or caps) capable of withstanding 500 PSI.

When any 3" or larger intake or discharge is gated (except tank to pump valve), the valve shall have a mechanism to allow the valve to fully open or fully close no faster than 3 seconds.

Any 2-1/2" or larger discharge outlet, mounted 42" or higher from ground, which hose is to be connected, and which is not in a hose storage area, shall be supplied with a swiveling sweep elbow of at least 30 degrees.

All 2-1/2" and larger intakes and discharges shall be equipped with drains. All drain valves shall be operational without the operator having to get under the apparatus. All discharges and intakes shall terminate with NST threads, chrome caps and chains, unless detailed otherwise in these specifications.

5" LEFT SIDE INLET

One (1) 5" suction steamer inlet with male NH threads shall be provided, on the left side pump panel. The inlet shall have a removable screen.

The inlet shall have a polished chrome cap, engraved with the pump manufacturer's logo and name. The logo and name shall be painted with high quality urethane paint.

5" RIGHT SIDE INLET

One (1) 5" suction steamer inlet with male NH threads shall be provided, on the right side pump panel. The inlet shall have a removable screen.

The inlet shall have a polished chrome cap, engraved with the pump manufacturer's logo and name. The logo and name shall be painted with high quality urethane paint.

2-1/2" SUCTION - LEFT SIDE (Darley)

One (1) 2-1/2" brass suction valve shall be installed on the left pump panel with the valve body mounted behind the pump panel. The control handle shall be the quarter turn ball type, of the fixed pivot design, and located alongside the suction valve.

The suction shall terminate with a 2-1/2" female NST chrome inlet swivel, a chrome male plug, chain, and a brassinlet strainer.

The valve shall be Darley brand with a polished stainless steel ball.

2-1/2" SUCTION - RIGHT SIDE (Darley)

One (1) 2-1/2" brass suction valve shall be installed on the right pump panel with the valve body mounted behind the pump panel. The control handle shall be the quarter turn ball type, of the fixed pivot design, and located alongside the suction valve.

The suction shall terminate with a 2-1/2" female NST chrome inlet swivel, a chrome male plug, chain, and a brassinlet strainer.

The valve shall be Darley brand with a polished stainless steel ball.

TANK TO PUMP LINE MANUAL CONTROL

One (1) manually controlled tank to pump line shall be provided for connection between a water tank and the fire pump. The valve shall be a 3" bronze, quarter turn ball type. The valve shall be controlled from the pump operator panel using a push pull control with Tee" handle.

TANK TO PUMP CHECK VALVE

The fire pump suction inlet manifold shall be provided with a tank to pump check valve. This check valve shall meet the water flow requirements and automatically open when drafting from the tank and close if the pump suction receives water pressure from an outside source.

1-1/2" TANK FILL

One (1) 1-1/2" pump to tank fill line shall be installed with a 1-1/2" inline bronze valve. The valve shall be manually controlled and properly labeled at the pump operator's panel.

2-1/2" LEFT SIDE DISCHARGES (Darley)

ONE (2) 2-1/2" discharge outlets with 2-1/2" pipe and valve with chrome NST threads shall be supplied at the left side panel. Each valve shall be a quarter turn ball type, self-locking, fixed pivot design and shall be operated with a lever control from the pump operator's panel.

Each valve shall be Darley bronze valve with a high polished stainless steel ball. Each valve shall have a chrome cap and a stainless steel retaining chain.

ONE (2) 2-1/2" liquid filled gauges, each with a stainless steel bezel shall be provided, one for each discharge. The gauges shall be located on the pump operator's panel near the respective discharge control.

2-1/2" RIGHT SIDE DISCHARGE (Darley)

ONE (2) 2-1/2" discharge outlets with 2-1/2" pipe and valve with chrome NST threads shall be supplied at the right side panel. Each valve shall be a quarter turn ball type, self-locking, fixed pivot

design and shall be operated with a lever control from the pump operator's panel.

Each valve shall be Darley bronze valve with a high polished stainless steel ball. Each valve shall have a chrome cap and a stainless steel retaining chain.

ONE (2) 2-1/2" liquid filled gauges, each with a stainless steel bezel shall be provided, one for each discharge. The gauges shall be located on the pump operator's panel near the respective discharge control.

TWO CROSSLAYS

Two (2) 1-3/4" crosslays shall be installed in the pump module above the pump. The crosslays shall each have capacity for 200 ft. of 1-3/4" double jacket fire hose.

The crosslays shall each be piped with 2" pipe and 2" self-locking valve and terminate with a bronze 2" NPT x 1-1/2" NST chicksan type swivel up through the center of the crosslay flooring. The valves shall be bronze with stainless steel balls. The bronze swivels shall allow hose out either side of the crosslay. The outside edges of each side opening shall be trimmed with polished stainless steel. A manual valve control shall be furnished at the pump operator's panel for each.

Two (2) 2-1/2" liquid filled gauges, each with a stainless steel bezel shall be provided, one for each discharge. The gauges shall be located on the pump operator's panel near the discharge control.

2-1/2" RIGHT REAR DISCHARGE

One (1) 2-1/2" discharge outlet with 2-1/2" pipe and 2-1/2" self-locking valve shall be supplied with NPTF thread outlet for OEM connection to a right rear discharge on the apparatus. The valve shall be bronze with a stainless steel ball. The valve shall be a quarter turn ball type, self-locking, fixed pivot design and shall be operated with a control from the operator's panel. The valve control shall be mounted to the valve body mounted behind the pump panel.

A 2-1/2" liquid filled gauge with a stainless steel bezel shall be provided for the discharge. The gauge shall be located on the pump operator's panel near the discharge control.

1.5 " Front bumper DISCHARGE

One (1) 1-1/2" discharge outlet with 2" pipe and 2" self-locking valve shall be supplied with NPTF thread outlet for OEM connection to a right rear discharge on the apparatus. The valve shall be bronze with a stainless steel ball. The valve shall be a quarter turn ball type, self-locking, fixed pivot design and shall be operated with a control from the operator's panel. The valve control shall be mounted to the valve body mounted behind the pump panel.

A 2-1/2" liquid filled gauge with a stainless steel bezel shall be provided for the discharge. The gauge shall be located on the pump operator's panel near the discharge control.

WATER LEVEL GAUGE

One (1) Fire Research "TankVision" water tank level gauge display shall be installed on the pump operator's panel. The gauge shall have an LED display, which flashes when the tank level reaches 25% of capacity. A built in calibration system shall allow the bottom tank mounted transducer to be mounted with any tank configuration. (Transducer to be shipped loose.)

A pump performance test certificate shall be supplied from the pump manufacturer as it performed in the manufacturer's test room prior to mounting into the module framework.

FOAM PROPORTIONER

A FoamPro 2001 Class A automatic, electronic, direct injection, foam proportioning system will be installed on the discharge side of the pump. It will provide foam to predetermined foam discharge(s). This foam system is completely automatic and requires only one push button to turn it on before the system is functioning.

The system will incorporate a paddle wheel flow meter to measure the water flow, and based on the foam percentage selected at the controller the direct injection pump will inject the proper amount of foam into the foam discharge(s).

The system is capable of providing precise foam solution concentration rates from 0.1% to 3% and are easily operator adjustable with the push button digital display control.

System Capacity - Foam Pump is capable of 2.5 gpm of foam output @ 150 psi. Pump motor is 1/2 HP 12 volt. Foam Concentration Water Flow Range

0.1% 20-2600 gpm

0.2% 20-1300 gpm

0.3% 20-833 gpm

0.5% 20-520 gpm

1.0% 20-260 gpm

3.0% 20-85 gpm

A check valve will be installed between the flowmeter and the injection fitting to avoid foam contamination back into the rest of the pump.

System Features: (4) Selectable modes for operator information

- 1) Flow mode: Displays the total amount of water being flowed out of the foam discharges(s). Foam system need not be enabled to function in this mode.
- 2) Total Water mode: When selected shows the total amount of water flowed out of the foam discharge(s) since the unit was in operation.
- 3) Foam Percentage% mode: When selected shows the percentage rate that foam is being injected at if the system was turned on. This percentage can be changed by pressing the up or down arrow buttons at the bottom of the display.
- 4) Total Foam mode: When selected shows the total amount of foam that has been injected since the unit was turned on.

System will be provided with a low foam tank level switch which will alert operator of low foam concentrate level and will automatically shut unit off after two minutes.

Foam system flushing is achieved by simply turning off the unit and flowing water out of the discharge(s) that were previously flowing foam solution.

System will be completely installed inside pump compartment, with digital control unit and instruction plate mounted on the pump operators control panel. An installation and operation manual will be included with the system, and a one year warranty will also be provided. The system will be installed by an authorized dealer, and will be fully calibrated and test for proper operation prior to delivery.

STANDARD FOAM SUPPLY VALVE

The foam system will be installed with a 3-way foam system supply valve. This 3/4" valve functions as a multi-purpose valve control. In the standard position, the valve provides foam supplied from the foam tank to the foam proportioner. In the next position, the valve provides a drain using a short rubber

hose connected to this valve. In the final position, the valve provides an "Off" position to allow for cleaning of the inline foam concentrate strainer. In this final position, the drain hose can also be utilized as an overboard secondary foam pickup hose. This alternate source to the foam proportioner will be provided near the inlet to the foam pump using a 3/4" three way valve to disconnect foam flow from the tank and allow foam to be drawn from a pail or other source through a 3/4" inside diameter yellow hose approximately four feet long. This hose will be provided near the pump panel on the side of the truck and is intended to work best with the pail of foam concentrate setting on the running board.

FOAM OUTLETS

The foam system will be plumbed to provide both foam solution and compressed air to the following discharges:

2) 1-1/2" outlets plumbed with 2" piping (crosslays) 2-1/2" discharge to a rear discharge 1-1/2" feed to the deck gun with an electrically controlled valve and a motionless mixer Detailed descriptions of these discharges will be provided elsewhere in these specifications.

PTO DRIVE UNIT-Chelsea/Dana

A transmission driven PTO unit shall be installed to drive the fire pump. It shall be controlled from inside the cab, in a location that is easy to reach while seated in the driver's position.

FIRE PUMP CONTROLLER-Fire Research Corporation Pump Boss

There shall be a digital electronic fire controller that controls the chassis engine and PTO pump. It shall adjust engine rpm, as well as act as a governor.

STAINLESS STEEL PLUMBING SYSTEM

The auxiliary fire pump plumbing system shall be built mostly of stainless steel piping, fittings, and connections. Victaulic couplings shall be installed to permit flexing of the plumbing system and allow for quick removal of piping or valves for service. Tank connections and remote plumbing shall use high-pressure flexible piping. Flexible hose couplings shall be threaded stainless steel or Victaulic connections.

VALVES

All valves used in the plumbing installation shall be stainless steel quarter turn full flow type.

The plumbing installation shall include quarter turn ball valves with local "on-valve" handle control, with custom embossed labeling for each valve.

HOSE THREADS

The hose threads shall be National Hose Standard (NH) on all base threads on the apparatus intakes and discharges, unless otherwise specified.

NO PUMP EXHAUST

ELECTRIC START WIRING TO CHASSIS

The 12-volt positive and negative cables shall be provided from the chassis battery to the fire pump area, wired through the master disconnects solenoid system. The cables shall have a circuit breaker installed at the chassis battery.

FIRE PUMP MASTER DRAIN

The fire pump shall have a master drain at the bottom of the water pump housing.

AUXILLIARY FIRE PUMP MOUNTING PROVISIONS

The auxiliary fire pump shall be installed under the body, front driver's side, between the cab and the

front axle. The sub-structure shall have welded in mounting sub-plates between the structural members. The pump shall be mounted on a dielectric surface under pump and bolts through the sub-plates. There shall be access to the pump via removable panel(s) for service.

FRONT BUMPER MANIFOLD SUPPLY

There shall be a 1.5" stainless steel valve, with a flexible supply hose installed to feed the front discharge manifold.

TANK TO PUMP LINE INSTALLATION

The 3" tank to pump line shall be installed with a flexible hump hose connection and stainless steel clamps to the water tank. The 3" valve shall be controlled with a manually operated handle directly on the valve.

WATER TANK FILL AND COOLING LINE

One (1) 1" fire pump to water tank refill and bypass cooler line shall be provided. The pump to tank valve shall be a 1" full flow quarter turn ball valve with local control handle. A 1" flex hose shall be installed to the water tank.

HOSE REELS

Two (2) Hannay aluminum hose reels shall be installed. The reels shall have leak proof ball bearing swing joints, adjustable friction brakes, electric 12-volt rewind and manual crank rewind provisions. The reels shall be plumbed with wire reinforced; high-pressure hose coupled with brass fittings.

LOCATIONS: Rear corners of the body, on the deck, facing rearwards, one (1) each side

REEL CAPACITY (Qty: 2)

Each hose reel shall have a capacity of 200 feet of hose.

HOSE REEL DISCHARGE (Qty: 2)

One (1) 1" discharge shall be piped from the fire pump to each hose reel with flexible high pressure hose. The quarterturn ball valve shall be on manifold.

NOZZLE MOUNT (Qty: 2)

Each 1" flexible hose discharge shall have a nozzle bracket installed to hold the nozzle in place.

HOSE REEL HOSE (Qty: 2)

One (1) 150' foot length of 1" water hose shall be installed on the hose reel. The hose shall be equipped with NH threaded couplings and have a 300 PSI working pressure.

HOSE REEL ROLLER (Qty: 2)

Each hose reel shall be provided with a Hannay top mounted stainless steel roller assembly.

GROUND SWEEP DISCHARGES - FRONT AND REAR OF APPARATUS

Two (2) ground sweep discharge nozzles shall be installed, one each side of the front bumper. Each nozzle shall have a 1" electric control valve, switched independently in the cab. The discharges shall be equipped with removable ground sweep nozzles angled accordingly with a 180-degree total front sweep pattern. The flow rate shall be 15-30 gpm.

One (1) 1.5" front bumper ground sweep discharge shall be piped to the front bumper area. The discharge shall be controlled by a 1.5" manual override valve at the rear pump area. Flexible 1.5" diameter high pressure hose shall be provided from the pump to the sweep nozzles with low point drains where necessary.

Two (2) ground sweep discharge nozzles shall be installed, one each side of the rear bottom of the body. Each nozzle shall have a 1" electric control valve, switched independently in the cab. The discharges shall be equipped with removable ground sweep nozzles angled accordingly with a 180-degree total front sweep pattern. The flow rate shall be 15-30 gpm.

One (1) 1.5" front bumper ground sweep discharge shall be piped to the rear body area. The discharge shall be controlled by a 1.5" manual override valve at the rear pump area. Flexible 1.5" diameter high pressure hose shall be provided from the pump to the sweep nozzles with low point drains where necessary.

Each nozzle shall have a custom fabricated brush guard installed to protect from damage when off road. The valves and manifold shall be protected from damage by the front bumper and skid plate and the rear under body area.

FRONT BUMPER MOUNTED MONITOR

One (1) Elkhart 7100 Sidewinder monitor Model EXM, part #000007101, shall be installed on the front bumper. The lightweight monitor shall have a 2" veined waterway. The monitor shall be equipped with fully encased stainless steel worm gears with a 12-volt electric motor and a manual override. The motor shall draw a maximum of four amps. The monitor shall be designed to mount on a front bumper of an apparatus.

The motor driven worm gear shall control the vertical oscillating travel of 135 degrees, with 90 above and 45 degrees below horizontal. The horizontal oscillating travel is available in a 180-degree range. The monitor's vertical and horizontal motor speed shall be 65.5:1.

The monitor shall have a 12-volt DC unibody valve with E3F actuator control package which includes: one (1) relay box with solid state circuitry, one (1) panel mounted primary control module with function switched and override capability, and one (1) remote secondary control box with function switches and override capability. Primary control will override secondary control and has automatic reset.

The monitor shall be equipped with double ball races with stainless steel bearings. The monitor shall have a 2" NPT female inlet with a 1-1/2" NST male outlet. The unit shall be painted red urethane enamel with hard anodized trim.

The monitor shall be equipped with a part #00007035 Panel Mount Joystick package. The nozzle shall be part #06000201 Elk-O-Liters. It shall be adjustable with settings of 15, 30, 45, 60, 95, 125, 150, and 200 gpm.

The joystick controller shall be mounted in a poly box that fits recessed into the center console. It shall be removable with a tether allowing operation outside of the console.

The Elkhart Sidewinder monitor shall be equipped with a quick disconnect connection model 7150 for rapid removal of the monitor assembly from the front bumper area.

FOAM SYSTEM

A FoamPro #2001 electronic foam system shall be provided. The system shall be designed for use with Class A foam concentrate. The foam proportioning operation shall be designed for direct measurement of water flows and shall remain consistent within the specified flows and pressures. The system shall be capable of accurately delivering foam solution as required by applicable sections of the NFPA standards.

The system shall be equipped with a control module suitable for installation on the pump panel. There shall be a microprocessor incorporated within the motor driver that shall receive input from the system

The control module shall enable the pump operator to:

- 1) Activate the foam proportioning system
- 2) Select the proportioning rates from 0.1% to 10.0%
- 3) See a "low concentrate" warning light flash when the foam tank level becomes low and in two (2) minutes, if the foam concentrate has not been added to the tank, the foam concentrate pump shall be capable of shutting down.

A 12-volt electric motor driven positive displacement plunger pump shall be provided. The pump capacity range shall be 0.1 to 1.1 GPM at 200 PSI with a maximum operating pressure of 400 PSI. The system shall draw a maximum of 30 amps at 12 volts. The motor shall be controlled by the microprocessor which shall be mounted to the base of the pump. It shall receive signals from the control module and power the 1/3 horsepower electric motor in a variable speed duty cycle to ensure that the correct proportion of concentrate is injected into the water stream.

A full flow check valve shall be provided in the discharge piping to prevent foam contamination of the fire pump and water tank. A 5 PSI opening pressure check valve shall be provided in concentrate line.

Components of the complete proportioning system as described above shall include:

- 1) Operator control module
- 2) Paddlewheel flowmeter
- 3) Pump and electric motor/motor driver
- 4) Wiring harnesses
- 5) Low level tank switch
- 6) Foam injection check valve
- 7) Main waterway check valve
- 8) Flowmeter and tee with NPT threads

The foam system shall be installed and calibrated by manufacturer. The foam system design shall be tested and pass environmental testing in accordance to SAE standards. An installation and operation manual shall be provided for the unit. The system shall have a minimum one (1) year warranty by the foam system manufacturer.

The FoamPro 2001 Series foam system shall be provided with a twelve (12) foot control cable from the controller to the foam pump assembly. The FoamPro 2001 Series foam system shall be provided with a standard pump panel mounted FoamPro control head.

A FoamPro brass flow meter shall be provided. The flow meter shall be installed in the "foam capable" discharge line. The flow meter shall have maximum accuracy between the flow range of 15 GPM and 520 GPM and be capable of operation between 5 GPM to 625 GPM. The tee shall have NPT and Victaulic inlet and outlet connections.

A FoamPro low-level foam tank sensor shall be provided. The sensor shall be capable of mounting top or bottom of foam tank that shall interface with the microprocessor.

A FoamPro instruction and system rating label shall be provided. The label shall display information for a FoamPro 2001 Series foam system and shall meet applicable sections of the NFPA standards. A FoamPro foam system schematic label shall be installed on the pump panel near foam controls. The label shall be

a diagram of the FoamPro 2001 foam system layout and shall meet applicable sections of the NFPA standards.

TANK LEVEL GAUGES

"Class 1" LED Tank water level lights, one to each side. Either to the cab or each side of body. Exact location to be determined at the Per-Construct Conference.

WATER TANK GAUGES

One (1) Class 1 "Intelli-Tank" water tank level gauge shall be installed on pump panel. The tank level gauge shall indicate the liquid level on an easy to read LED display and show increments of 1/8 tank. A pressure transducer shall be mounted on the outside of the tank in an easily accessible area.

CAB MOUNTED -

One (1) Class 1 112124 "Intelli-Tank" mini water tank level gauge shall be installed in the cab or center console. The tank level gauge shall indicate the liquid level on an easy to read LED display and show increments of 1/4 tank.

WATER TANK SPECIFICATIONS

The water tanks shall have a capacity of 2,000 gallons.

TANK BUILD SPEC

The water tank shall be constructed of black polypropylene, poly-welded and tested inside and out. The tank manufacturer shall define the floor, top, sides, ends, and baffles material thickness. The tank shall carry a lifetime warranty.

The transverse and longitudinal swash partitions shall be interlocked and welded to each other as well as to the walls of the tank. The partitions shall be designed and equipped with vent holes to permit air and liquid movement between compartments. The tank covers shall be welded on top and bottom, and the transverse partitions, providing rigidity during fast fill operations. Drilled and tapped holes for lifting eyes shall be provided in the top area of the water tank.

The water tank manufacturer shall certify the capacity of the water tank prior to delivery of the apparatus. This capacity shall be recorded on the manufacturer's data plate.

NFPA COMPLIANCE

The water tank construction shall conform to applicable NFPA standards.

WATER TANK SIGHT GAUGE

The water tank shall be equipped with translucent water level sight gauge in the rear wall of the tank.

FILL TOWER LOCATION

The tank fill tower shall be located in the driver's side rear corner of the water tank.

VENT AND OVERFLOW

The fill tower shall incorporate a vent and overflow system designed into the water tank. The system shall include a 4" diameter pipe that functions both as an air vent while emptying the tank and as an overflow when filling the tank. The overflow shall discharge excess water below the frame rails of the vehicle.

TANK TO PUMP CONNECTION

A 3" pipe shall be provided on the water tank for connection of the tank to the suction side of the pump with a flexible hump hose assembly. The tank suction valve and hump hose required to complete this connection shall be supplied by the final assembler.

PUMP TO TANK CONNECTION

An 1-1/2" connection shall be provided on the water tank for connection of the discharge side of the pump to the tank for filling purposes. The valves and hose required to complete this connection shall be supplied by the final assembler.

WATER TANK DRAIN PLUG

A 1.5" drain plug shall be installed in the bottom of the water tank under P/S wheel well for water tank draining and flush-out of debris.

QUICK DUMP VALVE

A Newton Kwik-Dump 10" valve shall be supplied. The valve shall be located on the driver's side of the tank, rear of the vehicle at a height that allows for proper operation. All components exposed to the contents of the tank shall be constructed from stainless steel materials. The valve shall be manually operated through the use of a side mounted lever used to open the plunger type back plate. The valve shall have an extension chute.

TANK ACCESS LADDER

There shall be a tank access ladder installed at the rear of the water tank. It shall allow access from the body deck to the top of the water tank. It shall be made of 1" tubular aluminum.

DUMP CHUTE STEP

There shall be an aluminum step assembly on top of the rear quick dump chute. The step shall allow firefighters to use the step to help gain access to the top of the water tank. The step shall have vertical uprights attaching to the deck of the body.

PERIMETER WALL AROUND TANK

An 8" vertical poly wall shall be installed around the perimeter of the water tank to allow for storage on top of the water tank.

FOAM TANK SPECIFICATIONS

The Class A foam tank shall have a capacity of 20 gallons.

FOAM TANK AND VENTING PROVISIONS

The foam concentrate tank shall be provided with a fill pipe having a volume of not less than 2 percent of the total tank volume. The filler opening shall be capped with a sealed air-tight threaded cover. The fill opening shall be designed to incorporate a removable screen and shall be located so that foam concentrate from a five (5) gallon container can be dumped into the tank.

The foam tank filler shall be equipped with a pressure/vacuum vent that enables the tank to compensate for changes in pressure or vacuum when filling or withdrawing foam concentrate from the tank. The pressure/vacuum vent shall not allow atmospheric air to enter the foam tank except during operation or to compensate for thermal fluctuations. The vent shall be protected to prevent foam concentrate from escaping or directly contacting the vent at any time. The vent shall be of sufficient size to prevent tank damage during filling or foam withdrawal.

A color coded label or visible permanent marking that reads "CLASS A -- FOAM TANK FILL" shall be placed at or near the foam concentrate tank fill opening. An additional label shall be placed at or near any foam concentrate tank fill opening stating the type of foam concentrate the system is designed to use.

Any restrictions on the types of foam concentrate that can be used with the system shall also be stated,

along with a warning message that states "WARNING: DO NOT MIX BRANDS AND TYPES OF FOAM."

FOAM SYSTEM PIPING

A 3/4" fitting shall be provided on the foam tank for connection of the foam tank to the suction side of the foam system.

FOAM TANK DRAIN AND VALVE PROVISIONS

A 3/4" diameter connection, piping, and valve shall be installed for the foam tank for draining purposes.

FLAT-BED BODY -- ALUMINUM

The body shall be a custom fabricated, severe service flatbed type, constructed of all aluminum. The body shall be 168" long by 100" wide. The body shall be specifically designed for firefighting use.

FLAT-BED SUB-STRUCTURE

The body shall have 8" x 1.75" structural aluminum channel main frame rails. The body frame rails shall be isolated from the truck frame by .500" industrial isolators.

FLAT-BED CROSS-MEMBER SUB-STRUCTURE

The cross-members shall be 3" x 2 5/16" structural aluminum I beams with cross-members on 12" centers.

FLAT-BED MOUNTING

The body shall be bolted to the chassis frame rails at the rear end of the frame. There shall be brackets installed at the middle of the body frame to prevent side to side movement. The body shall be spring mounted at the front of the body frame.

HEADACHE RACK

The front of the body shall have a 2" formed aluminum tube headache rack. The rack shall extend the full width of the body and be attached to the front body corners. The assembly shall extend above the chassis cab and have mounting platform for installation of the light bar and two work lights. Wiring for the lights will be placed inside the tubing for protection. The headache rack shall have four (4) vertical 2" tubes for extra strength.

The headache rack shall be sprayed with Black Bed Liner. FUEL FILLER

The fuel filler tube and cap shall be installed at the left hand side, rear of the body.

FENDER PANELS

The lower portion of the flat-bed body shall have fender panels over and aft of the rear wheel panel area. The panels shall be constructed of aluminum. The wheel well openings will be cut out to conform to the wheels.

REAR BODY PANEL

A vertical body panel shall be installed at the rear of the body constructed of .190" smooth aluminum. The panel shall house the running lights, taillights, back-up lights, and emergency lights. The body panel shall be angled to allow for a 30 degree angle of departure.

DIAMOND PLATE FINISH BODY AND COMPARTMENTS/TRAYS

The exterior surface of all body skins, compartments, and trays shall all be polished diamond plate aluminum finish.

DRIVERS SIDE UPPER BODY COMPARTMENT

A body equipment storage compartment shall be installed on the flatbed surface, driver's side of the apparatus. The exterior dimensions shall be approximately 72" wide, 24" high, and 18" deep. The compartment shall be constructed of .125" aluminum on all exterior surfaces. The compartment shall

be equipped with dual lift up doors with latches installed. The doors shall be equipped with dual gas operated door opening assistant cylinders. Turtle tile shall be installed on the floor.

The actual door opening shall be approximately 3" smaller in dimension.

PORTABLE DROP TANK SYTEM

There shall be a 2000 Gallon "Porta Tank" holder on the passenger side of the tank.

There shall be a 2000 Gallon "Porta Tank" folding drop tank installed on the drop tank bracket on the passenger side of the tank.

UNDER BODY COMPARTMENT -- PASSENGER'S SIDE

An under body compartment shall be installed at the front of the body, passenger's each side, under the deck. The compartment shall have a swing our door with vertical hinge and slam latch. The exterior dimensions shall be approximately: 36" wide x 27" high x 24" deep. The compartment shall be constructed of .125" aluminum on all exterior surfaces. There shall be turtle tile on the floor of the compartment.

DIVIDERS FOR HARD SUCTION, REAR CENTER UNDER BODY COMPARTMENT

Two (2) dividers shall be installed on the driver's side of the rear, center, under body compartment, for storage of 8' lengths of hard suction. The dividers shall be approximately 6" apart, 5" tall, and run the depth of the compartment.

THIS REQUIRES 6" MAIN BEAMS FOR THE BED FRAME; NOTE-The dividers above are for storage of the suction hose.

UNDER BODY COMPARTMENT -- REAR CENTER

An under body equipment storage compartment shall be installed under the flatbed surface located in the center rear of the apparatus. The compartment shall be between the vertical body beams, upper floor surface, and an aluminum lower floor area. The compartment shall be equipped with a hinged drop down door with dual latches installed.

The exterior dimensions shall be approximately: 108" for a 114"L bed 120" for a 138"L bed

REAR SLIDE-OUT TRAY

The rear center compartment shall be equipped with an .190" aluminum slide out tray on UHMW plastic slide pads and poly rollers. The tray shall be full width and full length of the compartment interior.

INTERIOR COMPARTMENT VENTILATION LOUVERS

The interiors of the upper body compartments shall have louvered ventilation units.

COMPARTMENT DOOR KEY LOCKS

The hinged compartment doors shall be equipped with key type door locks.

COMPARTMENT LIGHTING, STRIP LIGHTS

Each upper body compartment shall be equipped with a white LED strip light.

AUTOMATIC COMPARTMENT DOOR LIGHT SWITCHES

Each compartment light shall be automatically controlled by a door activated switch.

DOOR AJAR LIGHT

A "door ajar" warning light shall be installed on the center console. The light shall be flashing red LED light with a clear lens.

COMPARTMENT FLOORING

Turtle Plastics Turtle Tile Compartment Matting shall be installed in all compartments and trays excluding the rear center under-body compartment. Turtle Tile shall be black in color and lock together design.

REAR PULL OUT STEP

There shall be a rear "Pull-Out-Fold-Down" step located at the driver's side rear of the apparatus, step shall be stowed in a pocket under the rear of the unit. Storage pocket shall be fabricated to allow easy access to deploying for operation.

FOLDING STEP

A Signature 4 lighted 8" square folding step of die cast zinc shall be installed. The step shall comply with NFPA non-slip standards and shall be installed on the rear driver's side of the body. The step shall be equipped with lighting to NFPA standard.

ELECTRICAL ENCLOSURE

An electric wiring enclosure for the 12-volt wiring shall be installed in the forward wall of the driver's side upper body compartment with an access panel. The dimensions of the enclosure shall be approximately 20" high, 14" wide, and 4" deep.

12 VOLT ELECTRICAL SPECIFICATIONS

The following describes the low voltage electrical system on the apparatus including all panels, electrical components, switches and relays, wiring harnesses and other electrical components. The apparatus manufacturer shall conform to the latest Federal DOT standards, current automotive electrical system standards and the applicable requirements of the NFPA.

Wiring shall be stranded copper or copper alloy conductors of a gauge rated to carry 125 percent of the maximum current for which the circuit is protected. Voltage drops shall not exceed 10 percent in all wiring from the power source to the using device. The wiring, wiring harness and insulation shall be in conformance to applicable SAE and NFPA standards. The wiring harness shall conform to SAE J-1128 with GXL temperature properties. Exposed wiring shall be run in a loom with a minimum 289-degree Fahrenheit rating. Wiring looms shall be properly supported and attached to body members. Electrical conductors shall be constructed in accordance with applicable SAE standards, except when good engineering practice requires special construction.

All wiring connections and terminations shall provide positive mechanical and electrical connections and be installed in accordance with the device manufacturer's instructions. When wiring passes through metal panels, electrical connections shall be secured with mechanical type fasteners and rubber grommets

Wiring between cab and body shall be split using connectors or enclosed in a terminal junction panel allowing body removal with minimal impact on the apparatus electrical system. Connections shall be crimp-type with heat shrink tubing with insulated shanks to resist moisture and foreign debris such as grease and road grime. Weather resistant connectors shall be provided throughout the system.

Electrical junction or terminal boxes shall be weather resistant and located away from water spray conditions. When required, automatic reset breakers and relays shall be housed in the main body junction panel.

There shall be no exposed electrical cabling, harnesses, or terminal connections located in compartments, unless enclosed in an electrical junction box or covered with a removable electrical

panel. Wiring shall be secured in place and protected against heat, liquid contaminants and damage.

Low voltage overcurrent protective devices shall be provided for the electrical circuits. The devices shall be accessible and located in required terminal connection locations or weather resistant enclosures. Overcurrent protection devices shall be automatic reset type suitable for electrical equipment and meet SAE standards. All electrical equipment, switches, relays, terminals, and connectors shall have a direct current rating of 125 percent of maximum current for which the circuit is protected. Electro-magnetic interference suppression shall be provided in the system as required in applicable SAE standards.

The electrical system shall include the following:

Electrical terminals in weather exposed areas shall have a non-conductive grease or spray applied. All terminal plugs located outside of the cab or body shall be treated with a corrosion preventative compound.

All electrical wiring shall be placed in a protective loom or be harnessed.

Exposed connections shall be protected by heat shrink material and sealed connectors.

Large fender washers shall be used when fastening equipment to the underside of the cab roof and all holes made in the roof shall be caulked with silicone.

Electrical components installed in exposed areas shall be mounted in a manner that will not allow moisture to accumulate inside.

A coil of wire must be provided behind an electrical appliance to allow them to be pulled away from mounting area for inspection and service work.

All lights in a weather exposed area that have their sockets shall have corrosion preventative compound added to the socket terminal area.

ELECTRICAL HARNESS AND WIRING

All wiring shall be hidden, enclosed, or protected under the body in protective material, or within the apparatus body components. In addition, split loom conduits shall be installed and enclosed, suitably secured and protected against heat and physical damage.

BATTERY MASTER DISCONNECT

A battery disconnect system shall be installed to control the 12-volt power supply from the battery system to the body and cab final stage manufacturer installed equipment. The solenoid shall be controlled by the standard key starter switch.

BATTERY CHARGER AND 120 VOLT SHORE POWER RECEPTACLE

A Kussmaul Autocharge 1000, Model 091-215-12, high output automatic battery charger shall be provided. The battery charger shall be wired to the 12-volt battery system. The unit shall be mounted in a clean, dry area accessible for service and/or maintenance. It shall be wired to the specified shore power receptacle.

It shall include Model 091-194B-IND-WT-XX Digital Status Display Center.

It shall also include Model 091-55-15-120 15 amp "auto-eject" shore power receptacle with hinged weatherproof cover and an enclosure for protection from dirt and damage. The shore power plug shall be "ejected" when the chassis' engine starter is engaged and the receptacle shall be wired to any 120-volt A/C equipment requiring shore power.

Location shall be: Determined at the Pre-Construction conference.

Color of Digital Status Display Center and Auto Eject: Determined at pre-construct conference

Components wired hot: Determined at pre-construct conference

DOT IDENTIFICATION LIGHTS

All LED identification lights shall be installed on the vehicle as required by applicable highway regulations.

LICENSE PLATE MOUNTING

An LED license plate light shall be installed on the rear vertical wall of the body.

BRAKE, TURN, TAILLIGHTS

Two (2) Whelen M6 Series Model M6BTT 4-5/16" x 6-3/4" brake, turn, taillights with M6FC chrome flanges shall be provided. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthouse configuration shall consist of 18 red Super-LEDs and a clear optic polycarbonate lens. The lighthouses shall be surface mountable via two screws.

The lighthouses shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination. The lighthouse shall include 164 flash patterns including: a variety of CA Title 13 compliant, sinkable, left/right, top/bottom, in/out, and steady burn. The light heads shall have the Whelen exclusive NERM (Non-Emergency Recognition Mode) feature.

The lens/reflector assembly shall be wet sealed and resistant to: water, moisture, dust, and other environmental conditions. The outer lens shall have a hard coating applied to increase strength and ensure longevity. The light engine shall be installed at the rear of the unit and be completely sealed. The pc board shall be conformal coated for additional protection.

The lights shall be furnished with five 6" wire pigtails, a Santoprene rubber gasket and the #M6FC chrome flanges shall be included for installation.

BACK-UP LIGHTS

Two (2) Whelen M-Series, 4" x 6" rear LED back-up lights shall be installed.

OFF ROAD LIGHTS

No off road lights shall be installed.

NO BUMPER GROUND LIGHTS

There shall be no under bumper ground lights installed.

GROUND LIGHTS, CAB, 4 DOOR, LED STRIPS

Four (4) LED ground strip lights shall be installed under the cab step area in compliance with NFPA standards, two (2) on each side of the apparatus, wired to the Cencom, and the chassis interior lights.

BODY WORK LIGHTS

Four (4) Grote #63871 LED body work lights with clear lens shall be installed, wired to switch on the Cencom. They shall have an aluminum housing, and be 800 lumens at 1.4 amps. Location shall be: in each corner of the protective tubing assembly to light the pump panel and the front body walkway area.

BROW LIGHT

Need a Whelen Pioneer PHC2 light for the front brow of the cab.

SCENE LIGHTS

Six (6) Rigid Manufacturing Dually 20211 scene lights shall be installed. The LED scene lights shall incorporate clear LED's with a clear optic polycarbonate lens for maximum illumination. Location shall be: Two (2) outward facing, each side of body, two (2) rear facing.

DIGITAL TILT METER

An electronic tilt meter shall be installed on the dashboard. The unit shall indicate the degree of side slope the vehicle is on. It shall also include a GPS speedometer.

BACK-UP ALARM

One (1) back up alarm shall be installed.

ELECTRONIC SIREN

One (1) Whelen, Model #CCSRNT4G CenCom Carbide siren with auxiliary switches with noise canceling microphone shall be provided. Siren head will be mounted on the center console in easy reach of the driver.

SIREN SPEAKER

One (1) Whelen Model #SA315P Projector Series siren speaker shall be provided with bracket. The 100-watt siren speaker shall be designed in a black nylon composite housing with 123 decibel rating. Location shall be: Behind the front grille.

MOUNTING OF LIGHT BAR WITH PROTECTIVE GUARD

The lightbar shall be mounted on the headache rack shelf with an aluminum brush guard protective assembly.

LIGHTBAR

A Whelen Legacy low profile Super-LED NFPA lightbar shall be installed. The 54" lightbar shall be designed to meet the minimum clearing requirements for Zone A Upper. The internal components of the lightbar shall be housed within a two piece extruded aluminum base/top. The outer shell shall be clear optic polycarbonate lenses designed to maximize light output and shield against environmental elements.

The lightbar shall utilize snap-in brackets to hold in the lightheads. The brackets shall give the end user the ability to make quick repairs. The lightbar shall have all solid state components. The lightbar shall have two wire harnesses exiting the unit: one (1) 17 conductor 22-gauge control cable which controls all internal light functions; and one (1) 2 conductor 10-gauge cable for main power and ground. Each cable shall be 15' long.

The lightbar shall have four (4) red Linear Super-LED corner modules to provide off angle protection for the front and rear of the vehicle. Each corner module shall consist of twelve (12) Super-LEDs mounted within a vacuum metalized parabolic reflector. The corner module shall also utilize an optic collimator for maximum light output. The twelve (12) LEDs shall be mounted in one straight line.

The solid state I/O board shall be microprocessor controlled. The I/O board shall have built-in reverse-polarity protection and output-short protection. The board shall have the ability to flash sixteen (16) LED warning lights. There shall be a data bank of 13 Scan-Lock flash patterns including steady burn. The board shall also have outputs to add takedown and alley lights.

Low power and cruise light function shall also be included. The cruise light function shall allow the user to employ the four (4) corner modules as marker courtesy lights.

The lightbar shall include clear "Take Down" and "Alley Lights".

The lightbar shall have an amber "Traffic Advisor" built into the rear portion of the lightbar.

NFPA WARNING LIGHTS

ZONE A -- LOWER FRONT WARNING LIGHTS

Two (2) Whelen M-7 Series Model #M7RC 3" x 7" warning lights with chrome flanges shall be in the front forward facing area of the front bumper. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthouse configuration shall consist of RED 18 Super-LEDs and a clear optic polycarbonate lens. The lighthouses shall be surface mountable via two screws. The lighthouses shall utilize an optic collimator and a chrome vacuum metalized reflector for maximum illumination.

ZONE B AND D -- INTERSECTION LIGHTS

Two (2) Whelen M-7 Series Model #M7RC 3" x 7" warning lights with chrome flanges shall be installed on bumper extension, as far forward as possible. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthouse configuration shall consist of RED 18 Super-LEDs and a clear optic polycarbonate lens.

ZONE B AND D -- LOWER SIDE REAR CORNER WARNING LIGHTS

Two (2) Whelen M-7 Series Model #M7RC 3" x 7" warning lights with chrome flange shall be installed in lower rear side corner body area. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthouse configuration shall consist of RED 18 Super-LEDs and a clear optic polycarbonate lens.

ZONE B AND D -- UPPER SIDE REAR WARNING LIGHTS

Two (2) Whelen M-7 Series Model #M7RC 3" x 7" warning lights with chrome flanges shall be installed in the upper rear body side panel. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthouse configuration shall consist of RED 18 Super-LEDs and a clear optic polycarbonate lens.

ZONE C -- UPPER REAR WARNING LIGHTS

Two (2) Whelen M-7 Series Model #M7RC 3" x 7" warning lights with chrome flanges shall be installed in the upper rear corner of the handrails. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthouse configuration shall consist of RED 18 Super-LEDs and a clear optic polycarbonate lens.

ZONE C -- LOWER REAR WARNING LIGHTS

Two (2) Whelen M-7 Series Model #M7RC 3" x 7" warning lights with chrome flanges shall be lower rear of body. The warning lights shall incorporate Linear Super-LED and Smart LED technology. The lighthouse configuration shall consist of RED 18 Super-LEDs and a clear optic polycarbonate lens.

CUSTOM GRAPHICS

The apparatus shall be provided with two (2) custom designed sign gold graphics, emblems, or seals. The installation shall be designed primarily with letters and numbers as specified. The purchaser shall approve of the design graphics prior to installation.

CAB ROOF LETTERING

There shall be up to four (4) white Scotchlite letters on the roof of the cab, 18" tall. It shall read: "BA-75"

CAB AND BODY STRIPING: striping on the body would be as space and layout allows and per POFD approval.

The cab and body shall have a three (3) straight Scotchlite reflective stripe applied horizontally. The white stripe shall be a 4" minimum in width and be applied horizontally around the cab and body in accordance with NFPA standards. The other two (2) shall be 1" gold in color, applied above and below the 4" white stripe to match the current fleet of the City of Port Orange. The purchaser shall specify the colors and locations of the stripe.

FRONT CHEVRON STRIPING

There shall be alternating chevron striping installed across the front bumper where permitted. The chevron striping shall consist of 6" diamond grade in the following colors:

The first color shall be red diamond grade.

The second color shall be lime yellow diamond grade.

REAR CHEVRON STRIPING

There shall be alternating chevron striping installed on the rear vertical body panel. The chevron striping shall consist of 6" diamond grade in the following colors:

The first color shall be red diamond grade.

The second color shall be lime yellow diamond grade.

CAPACITIES PLACARD

The apparatus shall have a reflective placard that provides the following information:

Water Tank Capacity Pump Capacities NWCG Typing
Contact Information for manufacturer/builder.

SUCTION HOSE

Two (2) 2.5" x 8 foot lengths of Kochek PVC flexible suction hose shall be provided and equipped with lightweight couplings.

BARREL SUCTION STRAINER

One (1) barrel suction strainer shall be provided. The heavy duty strainer shall be constructed of chrome plated brass. It shall be 2.5" NH female. The 2.5" barrel strainer length shall be 6 7/8" with a weight of 3 lbs.

APPARATUS WARRANTY MANUFACTURED ITEMS

A five (5) year parts and labor warranty on items manufactured and a ten (10) year warranty on the structural integrity of the body.

WATER TANK WARRANTY (see also Section 6 - SPECIAL CONDITIONS)

MANUFACTURER'S LIMITED WARRANTY AND NOTICE OF DISCLAIMER OF EXPRESS AND IMPLIED WARRANTIES

Manufacturer issues this limited warranty to the customer who is the original retail purchaser ("Customer") of a polypropylene tank (the "Tank") (10 to 4000) gallons.

All test will be performed by the successful bidder and documented. Documentation will be provided to City of Port Orange immediately after performing of each test for review and approval.

NFPA COMPLIANCE

The fire apparatus shall be built to the purchaser's requirements stated in this specification in compliance with all state and federal highway safety requirements. The vehicle is designed to meet NFPA 1906.

ELECTRICAL LOAD ANALYSIS

A 12-volt electrical load analysis shall be performed in order to test response and stationary modes of electrical amp load.

FIRE PUMP OPERATIONS TEST

The fire pump shall be compliant to NFPA standards and meet have an operational pump test performed by a certified technician with a run time of one (1) hour to confirm proper operations of all pump related components.

***** NOTE: ALL TESTING SHALL BE DONE AND PERFORMANCE OBSERVED BETWEEN SEA LEVEL AND 1000' ELEVATION.**

***** HIGH ALTITUDE PERFORMANCE MAY NOT REPRESENT TESTING RESULTS SHOWN.**

FINAL ASSEMBLY AND APPARATUS FINISHING PREP SPECIFICATIONS (see also Section 6 - SPECIAL CONDITIONS)

The apparatus shall be assembled in a high quality and controlled environment. The fit, form, and finish of the body shall be to the highest level fire apparatus manufacturing standards. Upon completion, the apparatus shall be ready for final inspection and road testing as required herein.

WARNING LABEL -- NO RIDING ON REAR

A warning label stating: "NO RIDING ON REAR OF APPARATUS" shall be installed on rear of the apparatus. The label shall be applied to the vehicle at the rear step area. The label shall warn personnel that riding in or on these areas, while the vehicle is in motion, is prohibited.

LOUD NOISE WARNING LABEL

A final stage manufacturer shall install "hearing loss" potential warning labels on the vehicle in any areas or fixed equipment that produces excessive noise levels. (exhaust outlet, sirens and air horns shall not be required for such equipment.)

CHASSIS PREPARATION

The chassis cab shall be "prepped" for fire apparatus production as follows:

- 1) Wash and clean chassis
- 2) Weigh chassis for NFPA reports
- 3) Quality control check in.

SEATING

There shall be a label identifying the number of seat belted locations on the unit.

WARNING LABEL - SEAT BELT USAGE

A warning label for use of seat belts shall be installed in the cab by the chassis manufacturer.

DRAWINGS

There shall be design drawings submitted to the customer prior to the pre-construction conference. The CAD drawings shall include all sides of the apparatus. The customer shall agree to the drawings reflecting the correct apparatus design and layout prior to construction.

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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 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/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Vendors to ask questions about the proposed Contract and particularly the Contract specifications with the City department requesting the goods/services.
36. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
37. **Procurement (Process)** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration, and disposal/surplus.
38. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
39. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
40. **Proposal** is a complete, properly signed Response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Vendor to perform the resultant Contract.
41. **Purchase Order** is an order placed by the Purchasing Division for the purchase of Goods or Services written on the City’s standard Purchase Order form and which, when accepted by the Bidder, becomes a contract. The Purchase Order is the Bidder’s authority to deliver and invoice the City for Goods or Services specified, and the City’s commitment to accept the Goods or Services for an agreed upon price.

42. **Request for Proposal (RFP)** means a formal request to prospective vendors requesting qualifications of the vendor and pricing for a specified Good or Service which has been advertised for Proposal in a newspaper.
43. **Request for Statement of Qualifications (RFSQ)** means a formal request to prospective vendors requesting statements of qualifications pursuant to Florida Statute 287.055 "Consultant's Competitive Negotiation Act" which has been advertised for Statement in a newspaper.
44. **Respondent** means an entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation conducted to create a contractual relationship for the provision of commodities or services.
45. **Response/Submission** means all materials submitted to the City by a respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications, or a reply, depending on the type of competitive solicitation being issued.
46. **Responsible (Vendor)** is a vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
47. **Responsive (Vendor)** is a vendor that has submitted a bid, proposal, statement of qualifications, or reply that conforms in all material respects to the solicitation.
48. **Scope** means the extent of the area or subject matter that something deals with or to which it is relevant.
49. **Scope of Work** means a description of the work activities, deliverables, and/or timeline that a vendor must execute in terms of delivering specific commodities or in performance of contractual services.
50. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
51. **Solicitation** means a formal request, as applicable, for prospective vendors to submit responses to an Invitation to Bid, Request for Proposal, Request for Qualifications, Invitation to Negotiate, or a Request for Quotation.
52. **Solicitation Document** means a document, or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to § 287.057, Florida Statutes.
53. **Stakeholder** means an individual, who is not likely to become a vendor, who has an interest in the commodities/contractual services needed.
54. **Subcontractor** means a person, firm or entity providing goods or services to a Vendor to be used in the performance of the Vendor's obligations under the Contract.
55. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.
56. **Unbalanced Bid** means a Bid that is based on prices which are significantly less than cost for some bid items and significantly more than cost for others.
57. **Vendor** is a person, firm, or entity that provides commodities or services and submits a Response to a Solicitation. Any Vendor may be represented by an agent after submitting evidence demonstrating the agent's authority. The agent cannot certify as to his own agency status. (Also called "Bidder" or "Proposer".)

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SECTION 5 – GENERAL TERMS AND CONDITIONS

These instructions are standard for all contracts for commodities or services issued through the City of Port Orange Purchasing Division. General Requirements apply to all advertised Solicitations; however, **these may be superseded, in whole or in part, by SECTION 6, SPECIAL REQUIREMENTS/INSTRUCTIONS.**

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

1. ACCEPTANCE BY CITY

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

2. ADDENDUM

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

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

3. ADDITIONAL GOODS

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

4. ANTI-COLLUSION STATEMENT

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

5. APPLICABLE LAWS

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

6. ASSIGNMENT

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

7. AUTHORITY TO CONDUCT BUSINESS IN FLORIDA:

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

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

8. AWARDS

Results from the recommendation of the requesting departments evaluation 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 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

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

(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. CLEAN UP

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

18. CONDUCT OF VENDORS

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

be considered a violation of this requirement.

19. CONE OF SILENCE

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time vendors, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials.

Any vendor who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer;
- All communications occurring at Pre-Proposal Conferences;
- Oral presentations before publicly notice committee meetings;
- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

20. CONFLICT OF INTEREST

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

21. CONFLICT OF INSTRUCTIONS

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

22. CONTRACT

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

23. CONTRACT OBLIGATION

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

and/or services covered by this purchase have been satisfactorily delivered and accepted.

24. CONTRACT RENEWALS

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

25. COOPERATIVE PURCHASING

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

26. COPYRIGHT AND PATENT RIGHTS

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

27. COST INCURRED BY VENDOR

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

28. DAMAGE

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

29. DEBARMENT HISTORY

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

30. DEFAULT PROVISIONS

In the event of default by the Vendor, the City reserves the right to procure the item(s) bid from

other sources and hold the Vendor responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Vendor for a period of 36 months from the date of default.

31. DELIVERY OF GOODS/SERVICES

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

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

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

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

32. DETERMINATION OF LOWEST AND BEST RESPONSIBLE BIDDER /PROPOSER

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

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

- j. Such other factors as appear to the city council to be pertinent to the bid or the contract under all of the circumstances involved.

33. DISCLOSURE OF CONFLICTS

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

34. DISQUALIFICATION OF BIDDER/PROPOSER

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

35. EVALUATION

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

36. EXCEPTIONS TO SPECIFICATIONS

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

37. E-VERIFY

Vendors shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Vendor during the term of contract and shall expressly require any subcontractor performing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of contract.

38. FACILITIES

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

39. FAILURE TO RESPOND

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

40. FINANCIAL STABILITY

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

41. FORCE MAJEURE

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

42. GOVERNING FORMS

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

43. GOVERNING LAW

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

The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists,

planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services.

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

44. GRANT FUNDING

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

45. HIPAA COMPLIANCE

The Vendor agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Vendor uses, discloses or has access to protected health information as defined by HIPAA.

46. IDENTICAL TIE BIDS

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

47. INDEMNIFICATION/HOLD HARMLESS

(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.

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 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.

51. INSURANCE REQUIREMENTS

Contractor shall maintain insurance, as required herein, during the life of this Contract.

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

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

written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

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

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

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

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.

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

52. 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.

53. 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.

54. 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.

55. 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.

56. 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.

57. 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.

58. LOCAL PREFERENCE

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

(a) Competitive Bids

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

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

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

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

(b) Definitions. The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Port Orange Business means a business having its headquarters and principal place of business within the City of Port Orange at least twelve (12) months prior to the bid or proposal

opening date, as evidenced by a valid business tax receipt or such other documentation, to the City's satisfaction, demonstrating the physical business presence of the firm within the limits of the City of Port Orange.

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

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

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

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

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. Only Vendors attending a mandatory pre-bid conference will be eligible to submit a Response. The representative of each Vendor shall be an authorized employee of the Vendor and shall sign in accordingly.

69. PREPARATION OF RESPONSES

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

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

corporation.

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 duration of this contract and shall be stated on the Pricing/Delivery Information form.

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

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

72. PRODUCTS/ESTIMATES:

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

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

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 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.

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. The fastest, most reasonable delivery time shall be indicated by the Vendor. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped 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. Nonconformance shall constitute a breach which shall be rectified prior to expiration of the time for performance. Failure to rectify within the performance period shall be considered cause to reject future deliveries and cancellation of the contract by City of Port Orange without prejudice to other remedies provided by law. Where delivery times are critical, the City of Port Orange reserves the right to award accordingly.

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

(a) The Contractor agrees that the City, or any duly authorized representative, shall, until the expiration of five (5) years after final payment hereunder, have access to and the right to

examine and copy any pertinent books, documents, papers and records of the Contractor involving transactions related to this Contract.

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

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

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 ITBs)

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

90. SAMPLES

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

91. SEPARATION AND DISTRIBUTION

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

92. SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

93. SIGNATURE REQUIRED

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

94. SIGNED RESPONSE CONSIDERED AN OFFER

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

95. SILENCE OF SPECIFICATIONS

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

96. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES

Unless otherwise specified, Vendors shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Vendor's authorized representative. Responses containing erasures or corrections must be initialed by the Vendor in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to David Van Valkenburgh, Purchasing Agent, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 p.m. on the date indicated in the Solicitation documents or as addenda issued by the City.

One (1) sealed envelope or package shall be submitted. The sealed envelope/package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. All Responses deemed non-responsive will be returned to the Vendor and will not be opened.

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

97. STATE LICENSING REQUIREMENTS

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

98. SUBCONTRACTING

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

99. SUPPLEMENTAL MATERIALS

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

100. TAXES

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

101. TERM CONTRACTS

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

102. TERMINATION 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 City of Port Orange Code of Ordinances.

103. 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.

104. 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.

105. TERMINATION CONVENIENCE - NOTICE

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.

106. TERMINATION - NOTICE

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

107. 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.

108. 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.

109. 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.

110. 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.

111. 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.

112. 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)

113. 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.

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SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY:

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

ELIGIBILITY OF VENDOR:

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

NOTICE:

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

BID BONDS:

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

PAYMENT:

Terms of payment for the specified vehicle shall be processed after delivery and acceptance for the unit. No bid will be considered which requires the purchaser to deposit with the bidder a down payment, prepayment of chassis, or any other such consideration as a condition of the bid. Such a requirement shall be grounds for immediate rejection of the bid.

Payment and PERFORMANCE BONDS:

Upon award, the successful bidder will also be required to furnish and pay for a satisfactory contract 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.

PER-CONSTRUCTION MEETING and INSPECTION MEETING:

A pre-construction meeting shall be conducted prior to the manufacturing of the apparatus.

ROAD TEST and FIRE PUMP OPERATIONS TEST:

Road and Fire Pump Test shall be compliant to NFPA standards. The above test and all test/analysis will be performed by the successful bidder and documented. Documentation will be provided to City of Port Orange immediately after performing of each test for review and approval.

DELIVERY:

The apparatus shall be delivered FOB Port Orange Fire Station No. 73 located at 1090 City Center Boulevard, Port Orange, FL.

The acceptance of the apparatus will not be final until it is received by the City of Port Orange, inspected and found to be in full compliance with specifications, and all required paperwork is delivered. After all conditions are met, the unit will be considered "accepted" and final payment will be processed.

LICENCES AND PERMITS:

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

EQUIPMENT:

The Brush Truck and equipment shall be new or in production and the manufacturer's standard model of the latest design in current production. The equipment shall comply with the specifications set forth herein and shall include all standard features and comply with all performance specifications as advertised or otherwise represented by the Contractor and Manufacturer.

SECTION 6 – SPECIAL CONDITIONS (cont)

MANUFACTURING WARRANTY:

Complete details of the manufacturer's warranties shall be provided with the bid proposal. All standard and available warranties shall be transferred to the City with the assistance of the manufacturer.

WARRANTY and MANUALS:

All warranty documents and manuals referenced herein shall be delivered with the delivery of the Brush Truck.

REPAIR FACILITY:

To ensure full dealer support for service after the sale, the bidder shall be capable of providing full factory service when required for the cab and chassis, pump, tank and miscellaneous body components. All bidders must specify in their bid proposal the location of the closest to the bidders authorized Warranty and Repair Facility. It is required that the listed service centers be within 100 mile radius from the City's location. Service centers must have a staff of factory-trained Emergency Vehicle Technician (EVT) Certified mechanics available, well versed in all aspects of service for all major components of the apparatus.

Enclosed in the bid packet will be the Name of the Company, person or persons of contact to authorize the repairs, the complete address with City, State and Zip Code as well as the phone number listing the area code. There shall be an Insurance Certificate listing the coverage that will be made available to the City to protect the interest of the new fire apparatus while under possible repairs at the bidder's facility. In no way will the City assume any liability for the contractor's service facility negligence. The City reserves the right to inspect the facilities that will be made available to them for possible repairs.

Selling dealer shall provide detailed information on what services and repairs they are authorized to perform on behalf of component manufacturers.

The successful bidder shall maintain an established service center and parts depot capable of satisfying the warranty service purchased for both the cab and chassis, and the body.

Bidders that do not utilize a manufacturer's owned service facility shall provide a current certificate of insurance for the facility in which they intend to utilize. The certificate of insurance shall be in the legal business name of the facility in which work shall take place, and not the original body builder. Product liability coverage shall be not less than \$2,000,000.

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 Form.

REQUIREMENTS – APPROVED EQUALS:

When material or equipment is referred to by a brand name and/or model, consider the term "or approved equal" to follow unless "no substitute" is noted. Specifications are based on a particular model or baseline and bidders are permitted to take exceptions and to substitute an alternative that is equivalent to or better than that which is specified.

[Remainder of this page left intentionally blank]

SECTION 7 – REQUIRED FORMS

FORM 7.1 – BID SUBMITTAL CHECKLIST

- _____ Form 7.2 – Vendor’s Acknowledgement
- _____ Form 7.3 – Addendum and Change Order Procedure Acknowledgement
- _____ Form 7.4 – Drug Free/Tie Preference Statement
- _____ Form 7.5 – Public Entity Crimes Statement
- _____ Form 7.6 – Affidavit of Anti-Collusion
- _____ Form 7.7– Statement of Vendor’s Qualifications
- _____ Form 7.8 – Professional References for Previous Experience
- _____ Form 7.10 – Local Business Affidavit of Eligibility
- _____ Copy of License (Contractor, Sunbiz, etc.)
- _____ Attachment 1 – Bid Proposal
- _____ 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 this day of _____, 20____ by _____, who is personally known to me or who has produced ad identification and who did take an oath.

My Commission Expires:

Notary Public

This document must be completed and returned with your Submittal

FORM 7.3 – ADDENDUM and CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

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

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

Addendum # _____ Date: _____ Addendum # _____ Date: _____

Addendum # _____ Date: _____ Addendum # _____ Date: _____

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

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

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 _____, 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:

FORM 7.4 – DRUG-FREE PREFERENCE STATEMENT

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

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

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

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

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

_____, as _____ of
(NAME) (TITLE)

_____ and who:
(NAME OF ORGANIZATION)

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

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 15, 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 15, 1989. (Draw a line through paragraph 6 if paragraph 7 below applies.)
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted vendor list. The name of the convicted person or affiliate is _____. A copy of the order of the Division of Administrative Hearings is attached to this statement. **(Draw a line through paragraph 7 if paragraph 6 above applies.)**

Name of Business

By: _____

Printed Name: _____

Title: _____

STATE OF _____

COUNTY OF _____

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

[Notary: Please select one]

☐ is personally known to me; or

☐ has produced _____ as identification.

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 7.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT BID FORM:

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

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

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

NAME OF FIRM: _____

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

PRINTED SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY: __ STATE: _____ ZIP CODE: _____

TELEPHONE: _____ FAX: _____

COMPLETION TIME: _____

F.E.I.N. NUMBER: _____

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

NO BID (REASON): _____

This document must be completed and returned with your Submittal

FORM 7.7 – STATEMENT OF VENDOR’S QUALIFICATIONS

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

- A. Name of Vendor.
- B. Permanent main office address.
- C. Date organized.
- D. If a corporation, where incorporated.
- E. How many years have you been engaged in the contracting business under your present firm or trade name?
- F. Contracts on hand: (Schedule these, showing amount of each contract and the appropriate anticipated dates of completion.)
- G. General character of work performed by your company.
- H. Have you ever failed to complete any work awarded to you? If so, where and why?
- I. Have you ever defaulted on a contract? If so, where and why?
- J. List the more important projects recently completed by your company, stating the approximate cost for each and the month and year completed.
- K. List your major equipment currently owned or leased.
- L. Experience in work similar to this type of project.
- M. Background and experience of the principal members of your organization, including the officers.
- N. Credit currently available: \$ _____
- O. Give bank reference: _____
- P. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner?
- Q. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Vendor's Qualifications.

Name of Business
By: _____
Printed Name: _____
Title: _____

STATE OF _____
COUNTY OF _____

Sworn to (or affirmed) and subscribed before me by means of [] physical presence or [] online notarization this _____ day of _____, 20____, by _____, as _____ of _____ and who:

[Notary: Please select one]

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

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

This document must be completed and returned with your Submittal

FORM 7.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

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

Please provide three (3) current and correct references from clients for similar services.

(Do not include the City of Port Orange)

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

This document must be completed and returned with your Submittal.

LISTING OF PREVIOUS EXPERIENCE

Commercial Client List

The bidder proposes that he/she is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. A minimum of three (3) projects must be listed below. The Owner reserves the right to check references and confirm information provided herein.

List all clients to whom you currently provide or have in the past provided 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 – LOCAL BUSINESS AFFIDAVIT OF ELIGIBILITY

City of Port Orange

*This declaration is executed under penalty of perjury of the laws to the United States and State of Florida***THIS AFFIDAVIT IS SUBMITTED IN REFERENCE TO THE FOLLOWING SOLICITATION:**

RFSQ/RFP/ITN/BID/CONTRACT/PROJECT # (as applicable): _____

BUSINESS NAME: _____ CONTACT PERSON/TITLE: _____ MAILING ADDRESS: _____ CITY-STATE-ZIP: _____

Length of Time at Address Provided: _____

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

Florida FEIN (Federal Employer Identification Number): _____

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

PHONE NUMBER: _____ FAX: _____

EMAIL: _____

ATTESTATION – I understand that:

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

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

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 _____, 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

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 by means of [] physical presence or [] online notarization 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: _____

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***

**EXHIBIT A
LEASED EMPLOYEE AFFIDAVIT
CONTRACT # _____**

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:

BID COST/FEE PROPOSAL:

"ATTACHMENT 1" SCHEDULE OF UNIT PRICING		
	Bid Form	
	CITY OF PORT ORANGE	
	ITB #20-10	
	BRUSH TRUCK	
Completed Attachment 1 Bid Proposal form MUST be included with Bid Submission		
Instruction: Save and complete Attachment from DemandStar or City of Port Orange website:		
Bidders are required to complete all fields shaded in green.		
	NAME OF BUSINESS:	
	CONTACT PERSON:	
	EMAIL ADDRESS:	
	AUTHORIZED SIGNATURE:	
ITEM #		
1	Brush Truck, NWCG Type 6, Wildland Engine, International HV507 SF 4-Door, Diesel 6 x 6 Chassis, Flatbed 168" Aluminum Body Brush Truck	\$ -
2	Extended Warranty: Cost of additional warranty period beyond the warranty identified within specification in Section 3 Add cost here and include details on separate sheet	\$ -
3	Delivery time <u>in days</u> after receipt of Purchase Order	

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)

WITNESSES:

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 STANDARD CONTRACT FOR SERVICES

This Standard Contract for Services ("Contract") is entered into this ____ day of _____, 2020, by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and _____, a _____ corporation whose principal address is _____ ("Contractor"). (The City and Contractor are collectively referred to herein as the "Parties.")

1. Contract Documents and Provision of Services

- (a) The Contractor hereby agrees to furnish and deliver to the City a new 2021 Brush Truck, pursuant to Intent to Bid 20-10, Addenda, and Contractor's proposal. This Contract together with the Intent to Bid 20-10 ("ITB 20-10"), Addenda, and Contractor's proposal, all of which may be referred to as the "Contract" and all of which are made a part hereof by reference shall constitute the formal written contract between the City and Contractor. For convenience, Section 3, Scope of Services, of ITB 20-10 and the Bid Tabulation as submitted by Contractor in Contractor's Proposal, are attached hereto as **Exhibit "1"**. A complete copy of ITB 20-10, Addenda, and Contractor's Proposal are available in the Office of the City Clerk. Contractor represents that they are familiar with the documents that make up the Contract, as referenced hereinabove.

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

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

Time and Essence: Contractor acknowledges that time is of the essence for the Purchase Order(s) or Notice to Proceed issued hereunder.

Authorization for Services: This Contract standing alone does not authorize the purchase of any goods or services or require the City to place any orders for goods or service. Authorization for the purchase of goods or services from Contractor under this Contract shall be upon issuance of a written Notice to Proceed and a written Purchase 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.

2. City Obligations. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "1" attached hereto, subject to a limit up to but not to exceed \$ _____. The City's obligation to pay Contractor under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

3. Contract Documents. The following forms, attached as Exhibit "2," are an integral part of this Contract and must be completed, signed, witnessed and notarized as indicated and returned with the signed Contract:

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

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

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

6. 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.

7. 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.

8. 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.

9. 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.

10. Additional Warranties. As to the general warranties contained herein, Contractor further expressly warrants the materials and workmanship as required in ITB 20-10 and as provided in Contractor's Proposal.

11. 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 and as required in ITB 20-10.

(b) 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.

12. 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.

13. 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.**

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

15. Order of Precedence. In the event of any conflict between the terms of this Standard Contract for Services, ITB 20-10, Addenda, and the Contractor's Proposal, the order of precedence shall be this Standard Contract for Services, followed by Addenda, if any, ITB 20-10, and then Contractor's Proposal in response to the solicitation.

16. 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.

17. 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: Ken Fustin, Fire Chief 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5902
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.

18. 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.

19. 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: _____

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.

Printed Name: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2020, by _____, 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:

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 _____, 20____, by Donald O. Burnette, as Mayor of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ____ personally known or ____ produced _____ as identification.

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

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

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



End of Solicitation Documents

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 Florida
County of Manatee

I, Stacey Abraham, 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 Valley Forge Insurance Company, under the terms of Policy Number WC 267574121 for a period from Jan. 1, 2020 to Jan. 1, 2021.

WITNESS:

By: [Signature]

Name: ROBERT F. BOGGS

CONTRACTOR:

Company: Ten-8 Fire Equipment, Inc.

By: [Signature]

Name/Title: Stacey Abraham
V.A. - Fire Apparatus Sales

Sworn to and subscribed before me this 24 day of July, 2020.

My Commission Expires: 5/28/2022

Karen J. Transue
Notary Public

KAREN J. TRANSUE
Notary Public Printed Name



KAREN J TRANSUE
Commission # GC 180057
Expires May 28, 2022
Banded Third Budget Notary Services



TEN8F-1

OP ID: SP

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/08/2020

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 Gifford-Heiden Ins Inc 111 E Venice Avenue Venice, FL 34285 Nicole T Gifford		CONTACT NAME: Nikki Gifford PHONE (A/C, No, Ext): 941-484-0681 FAX (A/C, No): 941-485-3835 E-MAIL ADDRESS:	
INSURED Ten-8 Fire Equipment, Inc. Ten-8 Fire and Safety Equipment of Georgia 2904 59th Ave Dr E Bradenton, FL 34203		INSURER(S) AFFORDING COVERAGE INSURER A: Valley Forge Insurance Co INSURER B: National Fire Ins Co INSURER C: Continental Casualty Co INSURER D: INSURER E: INSURER F:	
		NAIC # 20508 20478 20443	

COVERAGES

CERTIFICATE NUMBER:

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contract Liab ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		2091595545	07/30/2019	07/30/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ PIP \$10000			2071988532	07/30/2019	07/30/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10000			2048055914	07/30/2019	07/30/2020	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		X	2067574121	01/01/2020	01/01/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Garage Liab			2071988532	07/30/2019	07/30/2020	Occ/Agg 1m/2m
B	GKLL Phy Dmg			2071988532	07/30/2019	07/30/2020	GKLL 1,600,000

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

Skeeter Brush Truck-City of Port Orange is included as additional insured. A waiver of subrogation applies to Workers Compensation. A 30 day notice of cancellation shall apply per contract.
jfontane@port-orange.org

CERTIFICATE HOLDER

CANCELLATION

PORT001 CITY OF PORT ORANGE P O DRAWER 2910 PORT ORANGE, FL 32129-1038	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
--	---

**Additional Insured - Owners, Lessees or Contractors -
Scheduled Person or Organization Endorsement**

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for **bodily injury, property damage or personal and advertising injury** caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to **bodily injury or property damage** occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



Workers Compensation And Employers Liability Insurance Policy Endorsement

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any Person or Organization on whose behalf you are required to obtain this waiver of our right to recover from under a written contract or agreement.

The premium charge for the endorsement is reflected in the Schedule of Operations.

All other terms and conditions of the policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective Date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy unless another expiration date is shown below.

Form No: WC 00 03 13 (04-1984)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 4; Page: 1 of 1

Underwriting Company: Valley Forge Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: WC 2 67574121

Policy Effective Date: 01/01/2019

Policy Page: 34 of 54

LEASED EMPLOYEE AFFIDAVIT EXHIBIT

CONTRACT # _____

☒ I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.

OR

☐ 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.

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Name of Contractor: Ten-8 Fire Equipment, Inc.

Signature of Owner/Officer: Stacey Abraham

Title: V.P. - Fire Apparatus Sales Date: 7/24/2020

This document must be completed and returned with your submittal.



ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY

It is understood and agreed that this endorsement amends the **BUSINESS AUTO COVERAGE FORM** as follows:

SCHEDULE

Name of Additional Insured Person Or Organization

ANY PERSON OR ORGANIZATION THAT YOU ARE REQUIRED BY WRITTEN CONTRACT OR WRITTEN AGREEMENT TO NAME AS AN ADDITIONAL INSURED.

1. In conformance with paragraph **A.1.c.** of **Who Is An Insured** of Section **II - LIABILITY COVERAGE**, the person or organization scheduled above is an insured under this policy.
2. The insurance afforded to the additional insured under this policy will apply on a primary and non-contributory basis if you have committed it to be so in a written contract or written agreement executed prior to the date of the "**accident**" for which the additional insured seeks coverage under this policy.

All other terms and conditions of the policy remain unchanged

This endorsement, which forms a part of and is for attachment to the policy issued by the designated Insurers, takes effect on the Policy Effective date of said policy at the hour stated in said policy, unless another effective date (the Endorsement Effective Date) is shown below, and expires concurrently with said policy.

Form No: CNA71527XX (10-2012)

Endorsement Effective Date:

Endorsement Expiration Date:

Endorsement No: 18; Page: 1 of 1

Underwriting Company: The Continental Insurance Company, 151 N Franklin St, Chicago, IL 60606

Policy No: BUA 2071988532

Policy Effective Date: 07/30/2020

Policy Page: 99 of 186

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION)

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM
GARAGE COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured:

Endorsement Effective Date:

SCHEDULE

Name(s) Of Person(s) Or Organization(s):

ANY PERSON OR ORGANIZATION FOR WHOM
OR WHICH YOU ARE REQUIRED BY WRITTEN
CONTRACT OR AGREEMENT TO OBTAIN THIS
WAIVER FROM US. YOU MUST AGREE TO THAT
REQUIREMENT PRIOR TO LOSS.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The **Transfer Of Rights Of Recovery Against Others To Us** Condition does not apply to the person(s) or organization(s) shown in the Schedule, but only to the extent that subrogation is waived prior to the "accident" or the "loss" under a contract with that person or organization.

50020003220719885328676





TEN8F-1

OP ID: SP

CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 07/31/2020

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 Gifford-Heiden Ins Inc 111 E Venice Avenue Venice, FL 34285 Nicole T Gifford	CONTACT NAME: Russ Gifford PHONE (A/C, No, Ext): 941-484-0681 FAX (A/C, No): 941-485-3835 E-MAIL ADDRESS: <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: Valley Forge Insurance Co</td> <td>20508</td> </tr> <tr> <td>INSURER B: National Fire Ins Co</td> <td>20478</td> </tr> <tr> <td>INSURER C: Continental Casualty Co</td> <td>20443</td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Valley Forge Insurance Co	20508	INSURER B: National Fire Ins Co	20478	INSURER C: Continental Casualty Co	20443	INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER D:															
INSURER E:															
INSURER F:															
INSURED Ten-8 Fire Equipment Inc Ten-8 Fire and Safety Equipment of Georgia 2904 59th Ave Dr E Bradenton, FL 34203															

COVERAGES

CERTIFICATE NUMBER:

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	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Contract Liab ☒ XCU Included GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X		2091595545	07/30/2020	07/30/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Emp Ben. \$ 1,000,000
B	AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY ☒ PIP \$10000			2071988532	07/30/2020	07/30/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10000			2048055914	07/30/2020	07/30/2021	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y ☒ N If yes, describe under DESCRIPTION OF OPERATIONS below		X	2067574121	01/01/2020	01/01/2021	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
B	Garage Liab			2071988532	07/30/2020	07/30/2021	OCC/AGG 1m/2m
B	GKLL Phy Dmg			2071988532	07/30/2020	07/30/2021	GKLL 1,600,000

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

City of Port Orange is included as additional insured. A waiver of subrogation applies to Workers Compensation. A 30 day notice of cancellation shall apply per contract.

CERTIFICATE HOLDER

CANCELLATION

CITY OF PORT ORANGE P O DRAWER 2910 PORT ORANGE, FL 32129-1038	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	---



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 8/19/2020

Consent item: Yes

SUBJECT: (B9) Resolution No. 20-32 - Plat Note Vacation on Lot 31, Bentwood Phase II Subdivision

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 20-32 for vacation of the platted rear yard setback for Lot 31 in Bentwood II subdivision.

SUMMARY: Staff has received a request to vacate the 50' rear yard setback on Lot 31 (688 Ferncliff Drive) of the recorded plat for the Bentwood Phase II (recorded in 1986) Residential Subdivision (MB 41 PG 96) , Public Records of Volusia County, FL) and to use the rear yard setback required by the current zoning for the lots. All of the lots within the Bentwood Phase II plat are zoned Rural Residential (RR), and according to the Land Development Code, the RR zoning district requires a 30' rear yard setback. The owner of Lot 31 made the request to vacate the rear yard setback plat note so an existing detached garage would be conforming with respect to the rear yard setback required in the RR zoning district.

The Bentwood Phase II Residential Subdivision plat was recorded in 1986 with the 50' rear yard setback note although the residential zoning in effect at that time only required a 30' rear yard setback. Staff reviewed the Bentwood Phase II Subdivision file and minutes from the City Council meeting where the Bentwood Phase II Subdivision plat was approved, but a reason or justification for a more restrictive rear yard setback listed on the plat was not identified. There was no documentation to justify the more restrictive 50' rear yard setback compared to the 30' rear setback allowed by the residential zoning in effect at the time of platting and still currently in place on the lots. Staff also confirmed that the 30' rear yard setback for the RR zoning in 1986 is the same as it currently is for a lot zoned RR in 2020 (30').

The application to vacate the rear building setback listed on the plat for Lot 31 has been reviewed for completeness and accuracy. City departments have reviewed this request and have no outstanding concerns. The future development on Lot 31 will comply with the required 30' rear building setback for a lot zoned RR.

Vacating the platted rear yard setback note for these two lots and allowing the use of the rear yard setback (30') per the current residential zoning for the lots seems reasonable in light of the zoning of the lots in Bentwood Phase II in comparison to the surrounding area. The residential lots that abut to the rear of the subject properties are zoned Agricultural (A) and have a 40' rear yard setback. Community Development has sent out notifications to the other property owners in Bentwood Phase II subdivision

regarding the vacation of the 50' rear yard setback for Lot 31 and have not received any objections from additional property owners.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Resolution No. 20-32	Reso. No. 20-32 Plat Note.pdf
2.	Case Summary - Lot 31	Case Summary - Lot 31.pdf
3.	Location Map - Lot 31	Location Map - Lot 31.pdf
4.	Bentwood II Plat with notes	Bentwood II Plat with notes.pdf
5.	Neighborhood Aerial	Neighborhood Aerial.pdf
6.	Lot 31 Aerial	Lot 31 Aerial.pdf
7.	Lot 31 Application	Lot 31 Application.pdf

Lisa Epstein
Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 7/21/2020
Approved - 7/31/2020
Approved - 8/7/2020
Approved - 8/7/2020
Final Approval - 8/10/2020

RESOLUTION NO.20-32

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, VACATING A FIFTY (50) FOOT REAR YARD SETBACK REQUIREMENT ESTABLISHED BY PLAT NOTE AFFECTING LOT 31 OF BENTWOOD SUBDIVISION PHASE II; AND APPLYING THE REAR YARD SETBACK REQUIRED BY CURRENT ZONING OF LOT 31; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Alexander J. Blandeburgo and Lorraine Blandeburgo, also know as Lorraine Brown-Mele, are the record owners of Lot 31, Bentwood Subdivision Phase II, according to the Warranty Deed recorded in Official Records Book 7235, Page 303, Public Records of Volusia County, Florida, and have applied for the vacation of the Fifty (50) foot rear yard setback requirement as established by plat note affecting Lot 31 as platted; and

WHEREAS, the applicant has complied with the requirements of Section 177.101(4), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has the power and authority to vacate publicly dedications within the City limits under constitutional home rule powers and Chapters 166 and 177, Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has determined that the public's interest in the rear yard setback to be vacated is not required in its present location, and that it is in the best interest and welfare of the City of Port Orange and the citizens thereof to vacate and abandon the required fifty (50) foot rear yard setback as established by the Bentwood Subdivision Phase II plat, recorded in Map Book 41, Page 96, Public Records, Volusia County, Florida, and apply the Thirty (30) foot rear yard setback required by the current zoning of the lot, said zoning being Rural Residential ("RR").

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

Section 1. The interest of the public in the Fifty (50) foot rear yard setback established in Plat Note 6 on the plat of the Bentwood Subdivision Phase II, recorded in Map Book 41, Page 96, Public Records, Volusia County, Florida is hereby declared to be vacated and abandoned, and replaced with a Thirty (30) foot rear yard setback required by the current zoning of the lot, said zoning being Rural Residential ("RR"). All other plat notes applicable to Lot 31

of Bentwood Subdivision, Phase II, not previously vacated shall remain in full force and effect.

Section 2. By application, acceptance and recording of a certified copy of this Resolution, the Property Owners acknowledge and accept full and sole responsibility for any damage to any private improvements placed or constructed within the vacated setback.

Section 3. This Resolution shall become immediately effective upon the recording of a certified copy of this Resolution No. 20-32.

MAYOR DONALD O. BURNETTE

ATTEST

Robin L. Fenwick, MMC, City Clerk

Adopted on the _____ day of _____, 2020

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

CASE SUMMARY
CASE NO. 20-37500004
LOT 31, BENTWOOD II – 688 FERNCLIFF DR

Submittal Date.: 7/21/2020		
Property Address/Location: 688 FERNCLIFF DR		Parcel No.: 6328-07-00-0310
Staff Contact: L. Epstein / G. Holden		
Applicant's Name: ALEXANDER BLANDEBURGO & LORRAINE BROWN-MELE		Owner's Name: Same as Applicant
Applicant's Address: 688 Ferncliff Drive		Owner's Name/Address: Same as Applicant
Description of Request: Vacate plat note requiring 50' rear yard setback to building structures and allow the current RR zoning requirement of a required 30' rear yard setback prevail.		
SUMMARY OF EVENTS: Application received Advertised in News Journal CC approved request Quit claim sent to applicant/owner		
CITY COUNCIL MEETING DATE:		RESOLUTION NO.:
COMMENTS:		



Case No.: 20-35000004

Applicant: ALEXANDER BLANDEBURGO
& LORRAINE BROWN-MELE

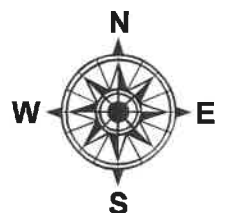
Location: 688 Ferncliff Dr

Requested Action:

To vacate a rear yard setback as required by recorded plat for Bentwood II and allow current RR zoning to regulate rear yard setback.



Location Map
CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT



BENTWOOD SUBDIVISION PHASE II

A PORTION OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 33 EAST, PORT ORANGE, VOLUSIA COUNTY, FLORIDA

PLAT BOOK 41

PAGE 96

DEDICATION (CORPORATION)

KNOW ALL MEN BY THESE PRESENTS, THAT BENTWOOD, INC. BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT, ENTITLED BENTWOOD SUBDIVISION PHASE II, HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE OFFICERS NAMED BELOW AND ITS CORPORATE SEAL TO BE AFFIXED HERETO ON FEBRUARY 20, 1986.

BENTWOOD, INC.

BY: *[Signature]*
PRESIDENT

ATTN: *[Signature]*

SIGNED AND SEALED IN THE PRESENCE OF:
[Signature]
[Signature]

STATE OF FLORIDA, COUNTY OF VOLUSIA
THIS IS TO CERTIFY, THAT ON FEBRUARY 20, 1986, BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGEMENTS IN THE STATE AND COUNTY FORESAID, PERSONALLY APPEARED J. L. BAZEMORE, PRESIDENT AND *[Signature]*, OF THE ABOVE NAMED CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF FLORIDA, TO ME KNOWN TO BE THE INDIVIDUALS AND OFFICERS DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED AS SUCH OFFICERS THEREUNTO DULY AUTHORIZED, THAT THE OFFICIAL SEAL OF SAID CORPORATION IS DULY AFFIXED THERETO, AND THAT THE SAID DEDICATION IS THE ACT AND DEED OF SAID CORPORATION. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES 9-27-89

JOINDER AND CONSENT TO DEDICATION

INCORPORATED UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, LIEN OR OTHER ENCUMBRANCE ON THE PROPERTY SHOWN AND DESCRIBED IN THE ATTACHED PLAT ENTITLED BENTWOOD SUBDIVISION PHASE II, LOCATED IN VOLUSIA COUNTY, FLORIDA, AND DOES HEREBY JOIN IN AND

CONSENT TO THE DEDICATION SHOWN ON THAT PLAT, OF THE LANDS THEREIN AND DESCRIBED BY THE OWNER THEREOF, AND AGREES THAT ITS MORTGAGE, LIEN OR OTHER ENCUMBRANCE, WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 2748, PAGE 1047, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA SHALL BE SUBORDINATED TO THE SAID DEDICATION. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

I HEREBY CERTIFY THAT ON FEBRUARY 20, 1986, BEFORE AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGEMENTS IN THE STATE AND COUNTY FORESAID, PERSONALLY APPEARED *[Signature]*, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING JOINDER AND CONSENT TO DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED FOR THE USES AND PURPOSES THEREIN EXPRESSED. WITNESS MY HAND AND OFFICIAL SEAL IN THE STATE AND COUNTY LAST FORESAID THIS FEBRUARY 20, 1986.

[Signature]
NOTARY PUBLIC

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED SURVEYOR DOES HEREBY CERTIFY THAT ON FEBRUARY 20, 1986, HE COMPLETED THE SURVEY OF THE LANDS SHOWN IN THE FOREGOING PLAT, THAT SAID PLAT IS A CORRECT REPRESENTATION OF THE LANDS THEREIN DESCRIBED AND PLATTED, THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON, AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES, AND THAT SAID LAND IS LOCATED IN VOLUSIA COUNTY, FLORIDA.

[Signature]
GAS A. SLIGER, P.L.S. NO. 3254

CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON DEC. 9, 1986, THIS PLAT WAS APPROVED.

[Signature]
CITY ENGINEER

CERTIFICATE OF APPROVAL BY PLANNING COMMISSION

THE PORT ORANGE PLANNING COMMISSION HEREBY APPROVES THE FINAL PLAT OF FEBRUARY 20, 1986.

[Signature]
CHAIRMAN OF THE PORT ORANGE PLANNING COMMISSION
CITY CLERK OF THE CITY OF PORT ORANGE

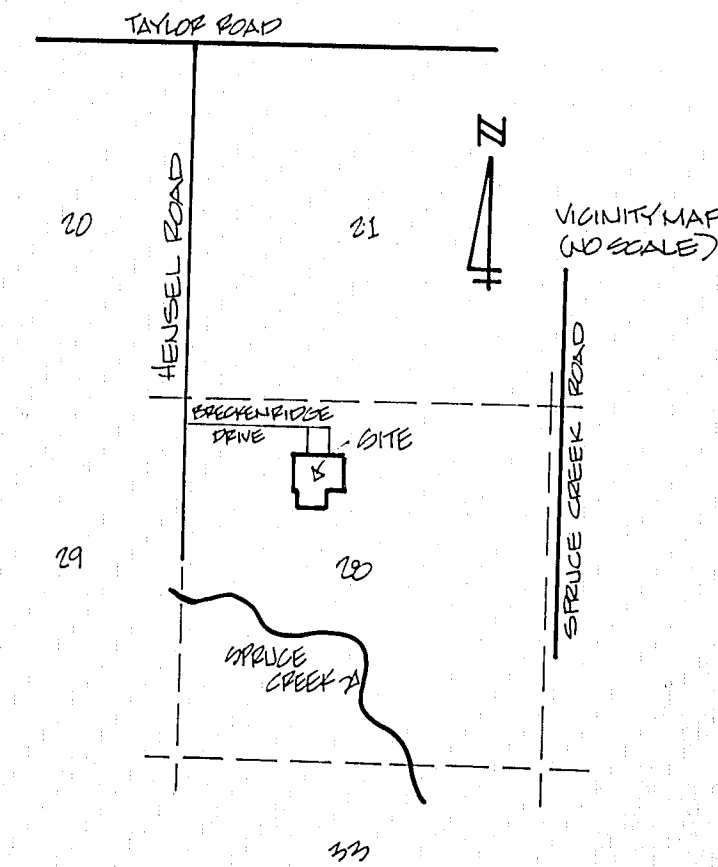
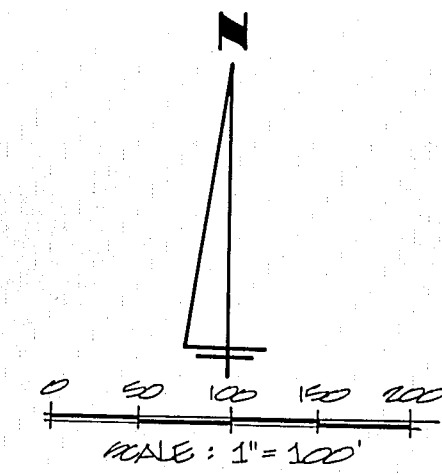
THIS IS TO CERTIFY THAT ON FEBRUARY 20, 1986, THE FOREGOING PLAT WAS APPROVED BY THE CITY COUNCIL OF PORT ORANGE.

[Signature]
MAYOR, CITY OF PORT ORANGE, FLORIDA
CITY CLERK OF THE CITY OF PORT ORANGE

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON FEBRUARY 20, 1986. AT PORT ORANGE, FLORIDA.

BENTWOOD I PLAT:
30' REAR SETBACK
RR ZONING: 30' REAR
YARD SETBACK



DESCRIPTION
A PORTION OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF LOT 11, BENTWOOD SUBDIVISION, PHASE I, AS RECORDED IN PLAT BOOK 41, PAGES 94 & 95, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN SOUTH 00 DEGREES 06 MINUTES 00 SECONDS WEST A DISTANCE OF 988.32 FEET, THENCE NORTH 89 DEGREES 52 MINUTES 02 SECONDS WEST A DISTANCE OF 180.10 FEET, THENCE SOUTH 24 DEGREES 24 MINUTES 00 SECONDS WEST A DISTANCE OF 65.09 FEET, THENCE SOUTH 00 DEGREES 24 MINUTES 13 SECONDS WEST A DISTANCE OF 269.90 FEET, THENCE NORTH 89 DEGREES 32 MINUTES 23 SECONDS WEST A DISTANCE OF 781.07 FEET, THENCE NORTH 00 DEGREES 10 MINUTES 52 SECONDS EAST A DISTANCE OF 330.05 FEET, THENCE NORTH 89 DEGREES 55 MINUTES 34 SECONDS WEST A DISTANCE OF 30.06 FEET, THENCE NORTH 00 DEGREES 09 MINUTES 28 SECONDS EAST A DISTANCE OF 869.86 FEET TO THE BOUNDARY OF SAID BENTWOOD SUBDIVISION, PHASE I, THENCE RUN ALONG SAID BOUNDARY THE FOLLOWING COURSES AND DISTANCES: NORTH 00 DEGREES 58 MINUTES 30 SECONDS EAST A DISTANCE OF 219.64 FEET, THENCE SOUTH 87 DEGREES 58 MINUTES 07 SECONDS EAST A DISTANCE OF 60.03 FEET, THENCE SOUTH 89 DEGREES 52 MINUTES 15 SECONDS EAST A DISTANCE OF 474.14 FEET, THENCE SOUTH 77 DEGREES 16 MINUTES 34 SECONDS EAST A DISTANCE OF 61.49 FEET, THENCE SOUTH 89 DEGREES 53 MINUTES 58 SECONDS EAST A DISTANCE OF 205.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 27.38 ACRES

- NOTES:
1. - DENOTES PERMANENT REFERENCE MONUMENT
 2. - DENOTES PERMANENT CONTROL POINTS
 3. - BEARING STRUCTURE BASED ON BENTWOOD SUBDIVISION, PHASE I
 4. - ELEVATIONS REFER TO U.S.C. & G.S. DATUM
 5. - DRAINAGE & UTILITY EASEMENTS, UNLESS OTHERWISE SHOWN:

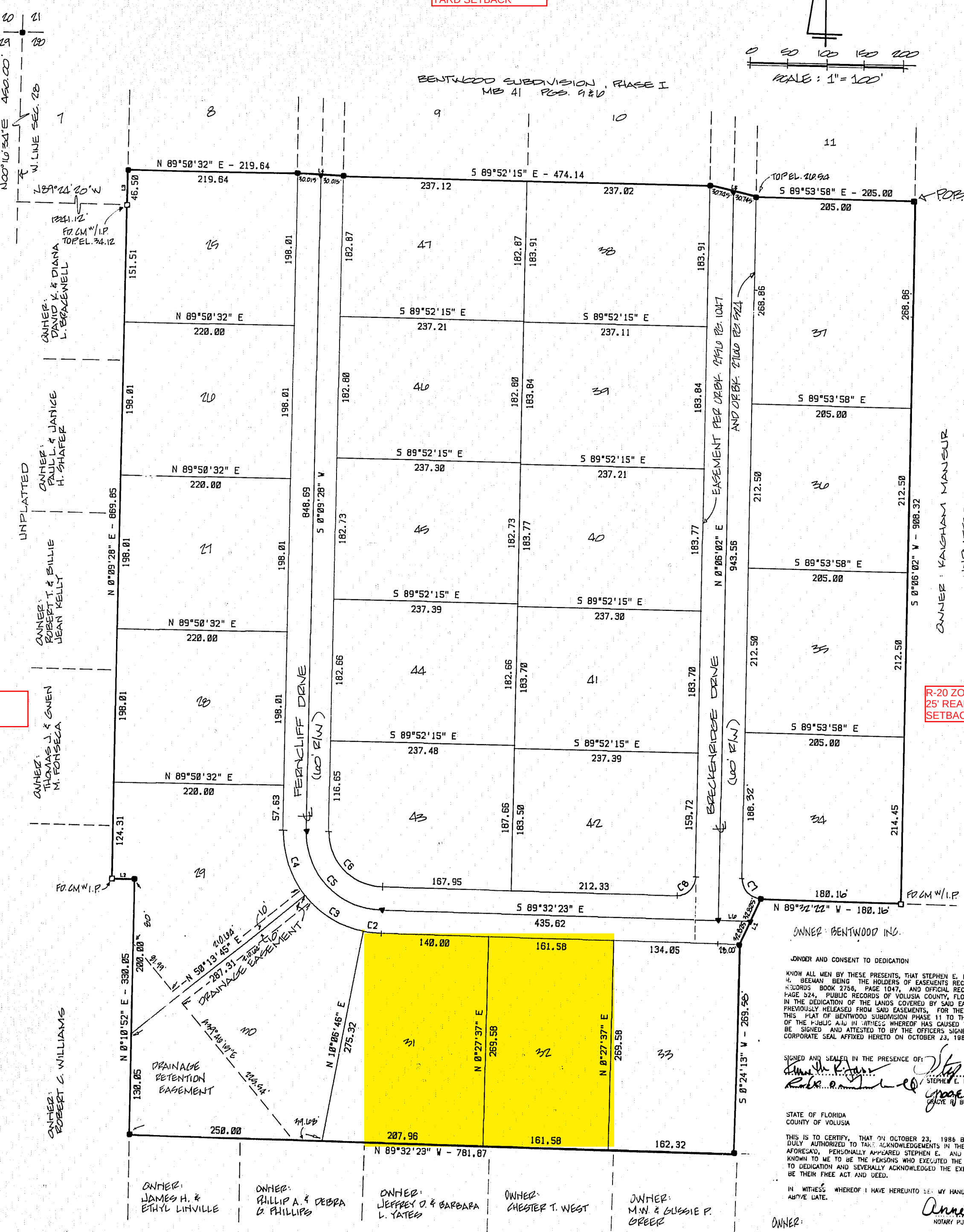
6. 10, 20, 30 FOOT FRONT LOT LINE
7. 40 FOOT FRONT YARD
8. 25 FOOT SIDE YARD
9. 90 FOOT REAR YARD

A ZONING:
40' REAR YARD
SETBACK

R-20 ZONING:
25' REAR YARD
SETBACK

NO.	BEARING	DISTANCE
L1	N 82° 24' 00" W	100.00'
L2	N 89° 53' 30" W	70.00'
L3	N 00° 35' 40" E	400.00'
L4	N 81° 52' 01" E	100.05'
L5	S 71° 10' 30" E	101.44'
L6	S 89° 52' 22" E	41.33'

NO.	DELTA	RADIUS	ARC	TANGENT	CHORD
C2	9° 29' 09"	130.00'	10.90'	21.87'	21.87'
C3	40° 26' 59"	130.00'	91.02'	41.47'	89.17'
C4	39° 53' 43"	130.00'	90.00'	41.22'	88.71'
C5	29° 41' 20"	100.00'	150.55'	99.47'	141.03'
C6	29° 41' 20"	70.00'	109.59'	69.03'	98.73'
C7	29° 40' 28"	70.00'	24.80'	39.11'	39.24'
C8	90° 21' 40"	70.00'	39.43'	65.10'	39.47'



Ferncliff Dr



© All Pictometry

01/19/2020

688 FERNCLIFF DR



01/19/2020



CITY OF PORT ORANGE

Department of Community Development
Engineering Division

CASE NO.

DATE APPLICATION RECEIVED

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

EASEMENT VACATION APPLICATION

Applicant: Lorraine Blandeburgo
Address: 688 Ferncliff Dr. Port Orange FL 32127
Phone: 386-334-5151 Fax: 386-236-9783 Email: alblande@aol.com
Property Owner(s): Alexander & Lorraine Blandeburgo
Address: 688 Ferncliff Dr. Port Orange FL 32127
Phone: 386-334-5151 Fax: 386-236-9783 Email: alblande@aol.com
Subject Property Address: 688 Ferncliff Dr. Port Orange. FL 32127
Subdivision Name: Bentwood II
Lot Number Lot 31 Bentwood Sub Phase II Parcel No.: 632807000310

(Provide a separate attachment for additional properties if necessary)

Legal Description of the proposed easement vacation area (provide a separate attachment if necessary):

Purpose for the proposed easement vacation: _____

REQUIRED ATTACHMENTS

1. A current, original, sealed property survey showing all structures, easements, and the proposed easement vacation area
2. A copy of the recorded deed for the property
3. A property tax payment certification or a copy of the total property tax payment receipt
4. The application processing and recording fee payment of \$250.00
5. The completed original application form (notarized signatures required on Page 2)

Applicant Signature: Lon Blandeburgo Date: 7/23/2020
Printed Name: Lorraine Blandeburgo

I HEREBY GRANT AUTHORIZATION FOR THE ABOVE LISTED APPLICANT TO ACT ON MY BEHALF:

Property Owner Signature: [Signature] Date: 7-22-2020
Printed Name: Alexander Blandeburgo Date: 7-22-2020
Property Owner Signature: _____ Date: _____
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 23 day of July, 2020 by Lorraine Blandeburgo,
who ☐ is personally known to me or ☒ who has produced Florida DL as identification.

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 8/19/2020

Consent item: Yes

SUBJECT: (B10) Resolution No. 20-33 - Plat Note Vacation on Lot 32, Bentwood Phase II Subdivision

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Resolution No. 20-33 for vacation of the platted rear yard setback for Lot 32 in Bentwood II subdivision.

SUMMARY: Staff has received a request to vacate the 50' rear yard setback on Lot 32 (686 Ferncliff Drive) of the recorded plat for the Bentwood Phase II (recorded in 1986) Residential Subdivision (MB 41 PG 96 , Public Records of Volusia County, FL) and to use the rear yard setback required by the current zoning for the lots. All of the lots within the Bentwood Phase II plat are zoned Rural Residential (RR), and according to the Land Development Code, the RR zoning district requires a 30' rear yard setback. The owner of Lot 32 made the request to vacate the 50' rear yard setback plat note and use the 30' rear yard setback required by the RR zoning to allow for the construction of a detached garage.

The Bentwood Phase II Residential Subdivision plat was recorded in 1986 with the 50' rear yard setback note although the residential zoning in effect at that time only required a 30' rear yard setback. Staff reviewed the Bentwood Phase II Subdivision file and minutes from the City Council meeting where the Bentwood Phase II Subdivision plat was approved, but a reason or justification for a more restrictive rear yard setback listed on the plat was not identified. There was no documentation to justify the more restrictive 50' rear yard setback compared to the 30' rear setback allowed by the residential zoning in effect at the time of platting and still currently in place on the lots. Staff also confirmed that the 30' rear yard setback for the RR zoning in 1986 is the same as it currently is for a lot zoned RR in 2020 (30').

The application to vacate the rear building setback listed on the plat for Lot 32 has been reviewed for completeness and accuracy. City departments have reviewed this request and have no outstanding concerns. The future development on Lot 32 will comply with the required 30' rear building setback for a lot zoned RR.

Vacating the platted rear yard setback note for these two lots and allowing the use of the rear yard setback (30') per the current residential zoning for the lots seems reasonable in light of the zoning of the lots in Bentwood Phase II in comparison to the surrounding area. The residential lots that abut to the rear of the subject properties are zoned Agricultural (A) and have a 40' rear yard setback. Community Development has sent out notifications to the other property owners in Bentwood Phase II subdivision

regarding the vacation of the 50' rear yard setback for Lot 32 and have not received any objections from additional property owners.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Resolution No. 20-33	Reso. No. 20-33.pdf
2.	Case Summary - Lot 32	Case Summary - Lot 32.pdf
3.	Location Map	Location Map.pdf
4.	Bentwood II Plat with notes	Bentwood II Plat with notes.pdf
5.	Neighborhood Aerial	Neighborhood Aerial.pdf
6.	Site Plan Proposed Detached Garage	Site Plan Proposed Detached Garage.pdf
7.	Lot 32 Application	Lot 32 Application.pdf

Robin Fenwick
Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 8/5/2020
Approved - 8/5/2020
Approved - 8/7/2020
Approved - 8/7/2020
Final Approval - 8/10/2020

RESOLUTION NO.20-33

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, VACATING A FIFTY (50) FOOT REAR YARD SETBACK REQUIREMENT ESTABLISHED BY PLAT NOTE AFFECTING LOT 32 OF BENTWOOD SUBDIVISION PHASE II; AND APPLYING THE REAR YARD SETBACK REQUIRED BY CURRENT ZONING OF LOT 32; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Howard A. Fox and Sharlene S. Fox are the record owners of Lot 32, Bentwood Subdivision Phase II, according to the Warranty Deed recorded in Official Records Book 3821, Page 4296, Public Records of Volusia County, Florida, and have applied for the vacation of the Fifty (50) foot rear yard setback requirement as established by plat note affecting Lot 32 as platted; and

WHEREAS, the applicant has complied with the requirements of Section 177.101(4), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has the power and authority to vacate publicly dedications within the City limits under constitutional home rule powers and Chapters 166 and 177, Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has determined that the public's interest in the rear yard setback to be vacated is not required in its present location, and that it is in the best interest and welfare of the City of Port Orange and the citizens thereof to vacate and abandon the required fifty (50) foot rear yard setback as established by the Bentwood Subdivision Phase II plat, recorded in Map Book 41, Page 96, Public Records, Volusia County, Florida, and apply the Thirty (30) foot rear yard setback required by the current zoning of the lot, said zoning being Rural Residential ("RR").

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

Section 1. The interest of the public in the Fifty (50) foot rear yard setback established in Plat Note 6 on the plat of the Bentwood Subdivision Phase II, recorded in Map Book 41, Page 96, Public Records, Volusia County, Florida is hereby declared to be vacated and abandoned, and replaced with a Thirty (30) foot rear yard setback required by the current zoning of the lot, said zoning being Rural Residential ("RR"). All other plat notes applicable to Lot 32 of

Bentwood Subdivision, Phase II, not previously vacated shall remain in full force and effect.

Section 2. By application, acceptance and recording of a certified copy of this Resolution, the Property Owners acknowledge and accept full and sole responsibility for any damage to any private improvements placed or constructed within the vacated setback.

Section 3. This Resolution shall become immediately effective upon the recording of a certified copy of this Resolution No. 20-33.

MAYOR DONALD O. BURNETTE

ATTEST

Robin L. Fenwick, MMC, City Clerk

Adopted on the _____ day of _____, 2020

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

CASE SUMMARY
CASE NO. 20-37500003
LOT 32, BENTWOOD II – 686 FERNCLIFF DR

Submittal Date.: 7/6/2020		Application Fee: \$250	
Property Address/Location: 686 FERNCLIFF DR		Parcel No.: 6328-07-00-0320	
Staff Contact: L.Epstein / G.Holden			
Applicant's Name: HOWARD & SHARLENE FOX		Owner's Name: Same as Applicant	
Applicant's Address: 686 Ferncliff Dr Port Orange, FL 32127		Owner's Address: Same as Applicant	
Description of Request: Vacate plat note requiring 50' rear yard setback to building structures; current RR zoning required 30' rear yard setback.			
SUMMARY OF EVENTS: Application received Advertised in News Journal CC approved request Quit claim sent to applicant/owner			
CITY COUNCIL MEETING DATE:		RESOLUTION NO.:	
COMMENTS:			



Case No.: 20-35000003

Applicant:
HOWARD & SHARLENE FOX

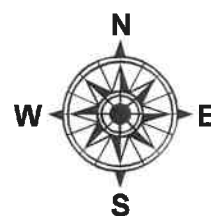
Location: 686 Ferncliff Dr

Requested Action:

To vacate a rear yard setback as required by recorded plat for Bentwood II and allow current RR zoning to regulate rear yard setback.



Location Map
CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT



BENTWOOD SUBDIVISION PHASE II

A PORTION OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 33 EAST, PORT ORANGE, VOLUSIA COUNTY, FLORIDA

PLAT BOOK 41

PAGE 96

DEDICATION (CORPORATION)

KNOW ALL MEN BY THESE PRESENTS, THAT BENTWOOD, INC. BEING THE OWNER IN FEE SIMPLE OF THE LANDS DESCRIBED IN THE FOREGOING CAPTION TO THIS PLAT, ENTITLED BENTWOOD SUBDIVISION PHASE II, HEREBY DEDICATES SAID LANDS AND PLAT FOR THE USES AND PURPOSES HEREIN EXPRESSED AND HEREBY DEDICATES THE SAME TO THE PERPETUAL USE OF THE PUBLIC, AND IN WITNESS WHEREOF, HAS CAUSED THESE PRESENTS TO BE SIGNED AND ATTESTED TO BY THE OFFICERS NAMED BELOW AND ITS CORPORATE SEAL TO BE AFFIXED HERETO ON FEBRUARY 23, 1986.

BENTWOOD, INC.

BY: *[Signature]*
PRESIDENT

ATTN: *[Signature]*

SIGNED AND SEALED IN THE PRESENCE OF:
[Signature]
[Signature]

STATE OF FLORIDA, COUNTY OF VOLUSIA
THIS IS TO CERTIFY, THAT ON FEBRUARY 23, 1986, BEFORE ME, AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGEMENTS IN THE STATE AND COUNTY FORESAID, PERSONALLY APPEARED J. L. BAZEMORE, PRESIDENT AND *[Signature]*, OF THE ABOVE NAMED CORPORATION INCORPORATED UNDER THE LAWS OF THE STATE OF FLORIDA, TO ME KNOWN TO BE THE INDIVIDUALS AND OFFICERS DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED AS SUCH OFFICERS THEREUNTO DULY AUTHORIZED, THAT THE OFFICIAL SEAL OF SAID CORPORATION IS DULY AFFIXED THERETO, AND THAT THE SAID DEDICATION IS THE ACT AND DEED OF SAID CORPORATION. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

[Signature]
NOTARY PUBLIC
MY COMMISSION EXPIRES 9-27-89

JOINDER AND CONSENT TO DEDICATION

INCORPORATED UNDER THE LAWS OF THE STATE OF FLORIDA, HEREBY CERTIFIES THAT IT IS THE HOLDER OF A MORTGAGE, LIEN OR OTHER ENCUMBRANCE ON THE PROPERTY SHOWN AND DESCRIBED IN THE ATTACHED PLAT ENTITLED BENTWOOD SUBDIVISION PHASE II, LOCATED IN VOLUSIA COUNTY, FLORIDA, AND DOES HEREBY JOIN IN AND

CONSENT TO THE DEDICATION SHOWN ON THAT PLAT, OF THE LANDS THEREIN AND DESCRIBED BY THE OWNER THEREOF, AND AGREES THAT ITS MORTGAGE, LIEN OR OTHER ENCUMBRANCE, WHICH IS RECORDED IN OFFICIAL RECORDS BOOK 2748, PAGE 1047, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA SHALL BE SUBORDINATED TO THE SAID DEDICATION. IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND SEAL ON THE ABOVE DATE.

I HEREBY CERTIFY THAT ON FEBRUARY 23, 1986, BEFORE AN OFFICER DULY AUTHORIZED TO TAKE ACKNOWLEDGEMENTS IN THE STATE AND COUNTY FORESAID, PERSONALLY APPEARED *[Signature]*, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING JOINDER AND CONSENT TO DEDICATION AND SEVERALLY ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED FOR THE USES AND PURPOSES HEREIN EXPRESSED. WITNESS MY HAND AND OFFICIAL SEAL IN THE STATE AND COUNTY LAST FORESAID THIS FEBRUARY 23, 1986.

[Signature]
NOTARY PUBLIC

CERTIFICATE OF SURVEYOR

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BEING A LICENSED AND REGISTERED SURVEYOR DOES HEREBY CERTIFY THAT ON FEBRUARY 23, 1986, HE COMPLETED THE SURVEY OF THE LANDS SHOWN IN THE FOREGOING PLAT, THAT SAID PLAT IS A CORRECT REPRESENTATION OF THE LANDS THEREIN DESCRIBED AND PLATTED, THAT PERMANENT REFERENCE MONUMENTS HAVE BEEN PLACED AS SHOWN THEREON, AS REQUIRED BY CHAPTER 177, FLORIDA STATUTES, AND THAT SAID LAND IS LOCATED IN VOLUSIA COUNTY, FLORIDA.

[Signature]

GAS A. SLIGER, P.L.S. NO. 3254

CERTIFICATE OF APPROVAL

THIS IS TO CERTIFY THAT ON DEC. 9, 1986, THIS PLAT WAS APPROVED.

[Signature]
CITY ENGINEER

CERTIFICATE OF APPROVAL BY PLANNING COMMISSION

THE PORT ORANGE PLANNING COMMISSION HEREBY APPROVES THE FINAL PLAT OF

DATE: 8-27-85

[Signature]
CHAIRMAN OF THE PORT ORANGE PLANNING COMMISSION

CERTIFICATE OF APPROVAL BY THE CITY COUNCIL

THIS IS TO CERTIFY THAT ON 4-21-86, THE FOREGOING PLAT WAS APPROVED BY THE CITY COUNCIL OF PORT ORANGE.

[Signature]
MAYOR, CITY OF PORT ORANGE, FLORIDA

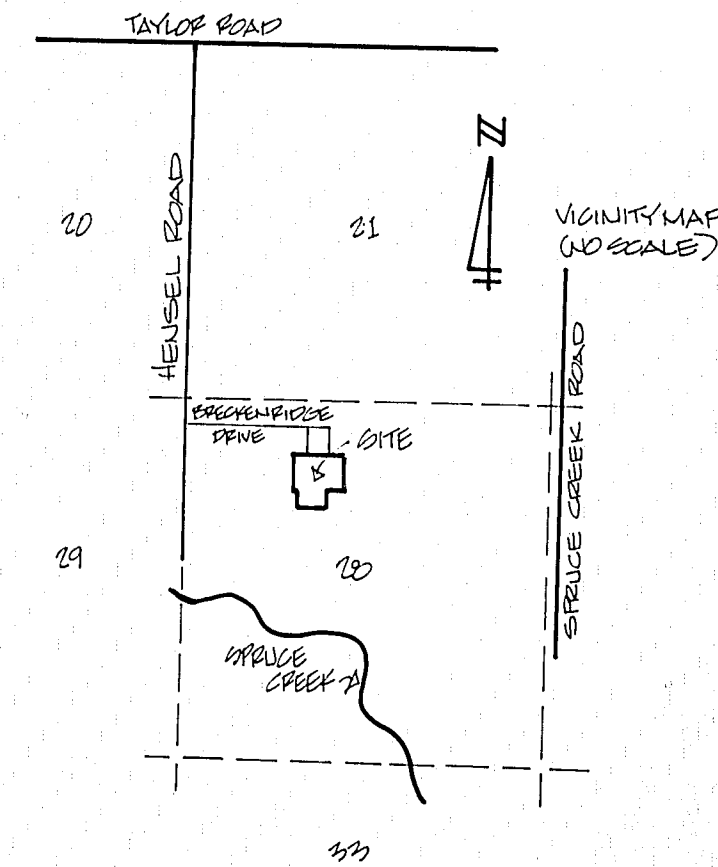
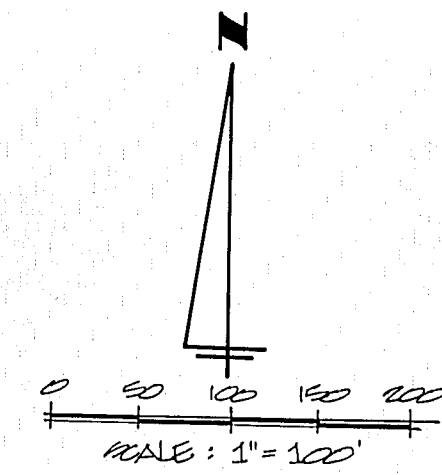
[Signature]
CITY CLERK OF THE CITY OF PORT ORANGE

CERTIFICATE OF CLERK

I HEREBY CERTIFY THAT I HAVE EXAMINED THE FOREGOING PLAT AND FIND THAT IT COMPLIES IN FORM WITH ALL THE REQUIREMENTS OF CHAPTER 177, FLORIDA STATUTES, AND WAS FILED FOR RECORD ON 12-16-86.

[Signature]
CLERK OF THE CIRCUIT COURT IN AND FOR VOLUSIA COUNTY, FLORIDA

BENTWOOD I PLAT:
30' REAR SETBACK
RR ZONING: 30' REAR
YARD SETBACK



DESCRIPTION
A PORTION OF SECTION 28, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS: FROM THE SOUTHEAST CORNER OF LOT 11, BENTWOOD SUBDIVISION, PHASE I, AS RECORDED IN PLAT BOOK 41, PAGES 94 & 95, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, AS THE POINT OF BEGINNING, RUN SOUTH 00 DEGREES 06 MINUTES 00 SECONDS WEST A DISTANCE OF 988.32 FEET, THENCE NORTH 89 DEGREES 52 MINUTES 02 SECONDS WEST A DISTANCE OF 180.10 FEET, THENCE SOUTH 24 DEGREES 24 MINUTES 00 SECONDS WEST A DISTANCE OF 65.09 FEET, THENCE SOUTH 00 DEGREES 24 MINUTES 13 SECONDS WEST A DISTANCE OF 269.90 FEET, THENCE NORTH 89 DEGREES 32 MINUTES 23 SECONDS WEST A DISTANCE OF 781.07 FEET, THENCE NORTH 00 DEGREES 10 MINUTES 52 SECONDS EAST A DISTANCE OF 330.05 FEET, THENCE NORTH 89 DEGREES 55 MINUTES 34 SECONDS WEST A DISTANCE OF 30.06 FEET, THENCE NORTH 00 DEGREES 09 MINUTES 28 SECONDS EAST A DISTANCE OF 869.86 FEET TO THE BOUNDARY OF SAID BENTWOOD SUBDIVISION, PHASE I, THENCE RUN ALONG SAID BOUNDARY THE FOLLOWING COURSES AND DISTANCES: NORTH 00 DEGREES 58 MINUTES 30 SECONDS EAST A DISTANCE OF 219.64 FEET, THENCE SOUTH 87 DEGREES 58 MINUTES 07 SECONDS EAST A DISTANCE OF 60.03 FEET, THENCE SOUTH 89 DEGREES 52 MINUTES 15 SECONDS EAST A DISTANCE OF 474.14 FEET, THENCE SOUTH 77 DEGREES 16 MINUTES 34 SECONDS EAST A DISTANCE OF 61.49 FEET, THENCE SOUTH 89 DEGREES 53 MINUTES 58 SECONDS EAST A DISTANCE OF 205.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 27.38 ACRES

- NOTES:
1. - DENOTES PERMANENT REFERENCE MONUMENT
 2. - DENOTES PERMANENT CONTROL POINTS
 3. - BEARING STRUCTURE BASED ON BENTWOOD SUBDIVISION, PHASE I
 4. - ELEVATIONS REFER TO U.S.C. & G.S. DATUM
 5. - DRAINAGE & UTILITY EASEMENTS, UNLESS OTHERWISE SHOWN:

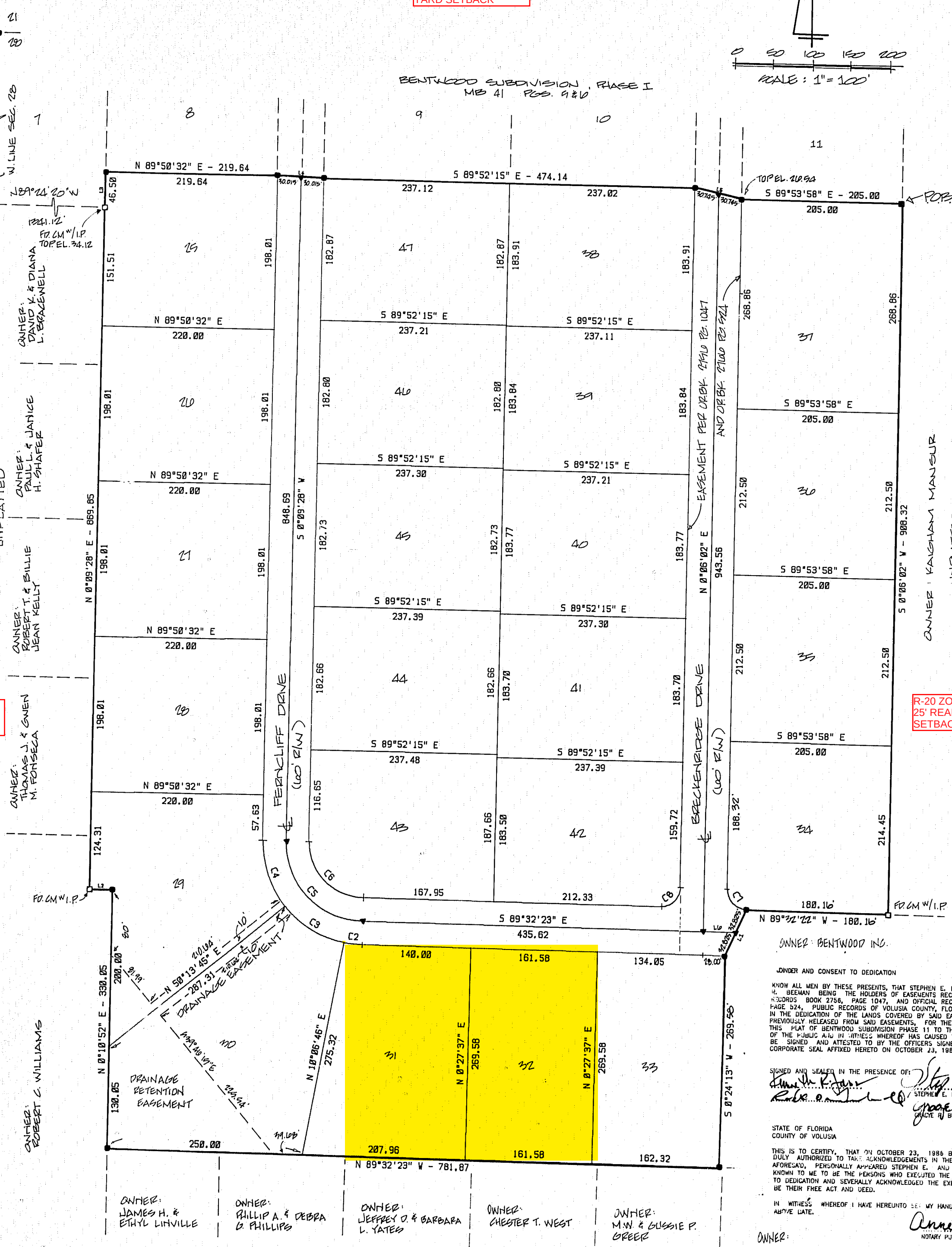
6. 10, 80, 800 FOOT FRONT LOT LINE
7. 40 FOOT FRONT YARD
8. 25 FOOT SIDE YARD
9. 90 FOOT REAR YARD

A ZONING:
40' REAR YARD
SETBACK

R-20 ZONING:
25' REAR YARD
SETBACK

NO.	BEARING	DISTANCE
L1	82°24'00"W	100.00'
L2	N89°53'24"W	70.00'
L3	N00°35'40"E	400.00'
L4	S81°52'01"E	100.05'
L5	S71°10'24"E	101.44'
L6	S89°52'22"E	41.35'

NO.	DELTA	RADIUS	ARC	TANGENT	CHORD
C2	9°29'09"	130.00'	10.90'	21.87'	21.87'
C3	40°26'59"	130.00'	91.02'	41.47'	89.17'
C4	39°53'43"	130.00'	90.00'	41.22'	88.71'
C5	29°41'20"	100.00'	150.55'	99.47'	141.03'
C6	29°41'20"	70.00'	109.59'	69.03'	98.73'
C7	29°40'24"	70.00'	24.80'	39.11'	39.24'
C8	90°21'40"	70.00'	39.43'	39.10'	39.47'



Ferncliff Dr

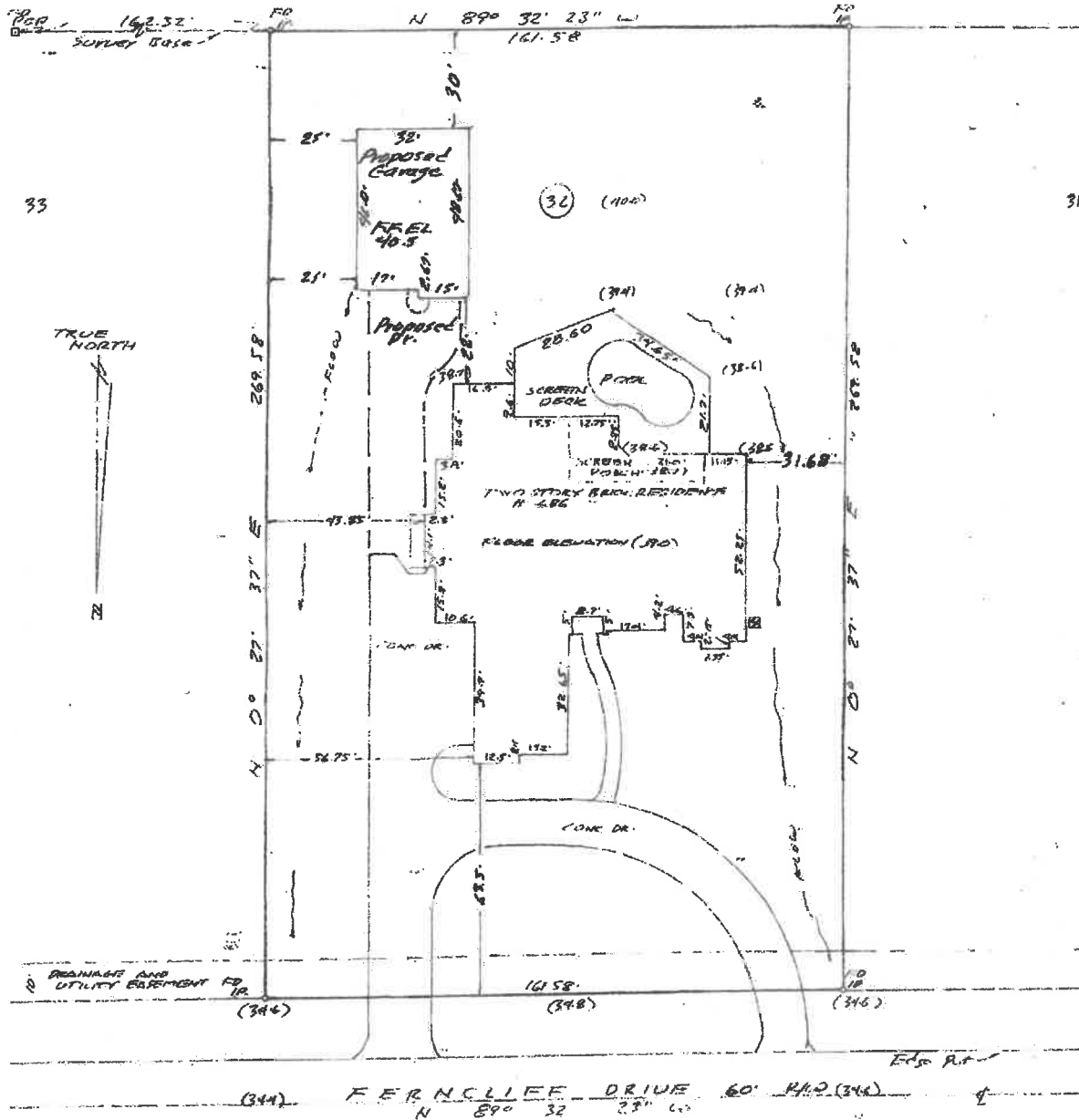


© All Pictometry

01/19/2020

HALIFAX LAND SURVEYING #425 BUCHANAN WAY, SO. DAYTONA, FLORIDA 32119

LEGAL DESCRIPTION
LOT 32, BENTWOOD SUBDIVISION PHASE 11, ACCORDING TO THE PLAT THEREOF, RECORDED IN MAP BOOK 41, PAGE 96, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.



#686 FERNCLIFF DR. PORT ORANGE, FL. 32127

SURVEYOR'S NOTES

1. LEGAL DESCRIPTION PROVIDED BY CLIENT.
2. BEARING STRUCTURE IS ASSUMED UNLESS OTHERWISE STATED.
3. THERE MAY BE ADDITIONAL RESTRICTIONS AND/OR OTHER MATTERS THAT ARE NOT SHOWN ON THIS PLAT OF SURVEY THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY

4. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5. ELEVATIONS IF SHOWN REFER TO NAVD 1988 DATUM.
6. NO UNDERGROUND INSTALLATIONS OR IMPROVEMENTS LOCATED EXCEPT AS SHOWN.
7. THIS PROPERTY IS LOCATED IN FLOOD ZONE: "X" FIRM 1212700 500 "J" 120313 5-29-17

LEGEND:

AC AIR CONDITIONER	CM CONCRETE MONUMENT	PH FIRE HYDRANT	MHE MANHOLE/ELECTRIC	POR POINT OF REFERENCE	SP SCREENED PORCH	WM WATER METER
CB CATCH BASIN	CONC CONCRETE	PFT FL. POWER TRANSFORMER	NTS NOT TO SCALE	PP POWER POLE	SW SIDEWALK	WV WATER VALVE
CL CENTER LINE	CP CONCRETE PAD	IP IRON PIPE	ONP OVERHEAD POWER	R RADIAL LINE	TEL TELEPHONE	
CL/F CHAIN LINK FENCE 4 FT	D DEED	IR IRON ROD	P PLAT	ROW RIGHT OF WAY	TV TELEVISION	
CL/FB CHAIN LINK FENCE 6 FT	FD FOUND	M MEASURED DISTANCE	POB POINT OF BEGINNING	SMH SANITATION MANHOLE	WFB WOODEN FENCE 6 FT.	

CERTIFIED TO: (1) OWNERS: HOWARD FOX & SHARLENE FOX

TYPE OF SURVEY DATE REMARKS
BOUNDARY 8-29-80 Plat Plan

JOB NO 16461 SCALE 1"=20' DRAWN BY CR CREW CR COUNTY CODE 121 SHEET NO 1051

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A LICENSED FLORIDA LAND SURVEYOR

Cliff H. Rodgers
CLIFF H. RODGERS, PLS 15220
PHONE # 386-767-5088



CITY OF PORT ORANGE

1000 CITY CENTER CIRCLE PORT ORANGE, FL 32129
PHONE 386-506-5602 FAX 386-506-5699

PERMIT APPLICATION

FLORIDA BUILDING CODE 6TH EDITION & 2014 NATIONAL ELECTRIC CODE

PERMIT NUMBER: 20-2014 9 REC'D BY: _____ DATE REC'D: _____

☐ RESIDENTIAL ☐ COMMERCIAL JOB ADDRESS: 686 Ferncliff Drive

FLOOD ZONE DESIGNATION: _____ (IF A, AE, AH, V, VE, REQUIRES SPECIAL FLOOD HAZARD AREA BUILDING PERMIT APPLICATION SUPPLEMENT)

CONSTRUCTION REQUIRES REMOVAL OF TREE(S): ☐ NO ☐ YES (IF YES, REQUIRES TREE REMOVAL PERMIT)

DESCRIPTION OF PROPOSED WORK: Build an accessory building (garage)

CONSTRUCTION VALUE: _____ TOTAL SQUARE FOOTAGE: _____ JOB/TENANT NAME: _____

PLEASE NOTE: Customer/contractor shall provide 2 copies of a scaled survey that clearly indicates the location of the improvement and dimension. Documents shall not be reduced or enlarged. Please sign your initials if you've read and understand this statement: _____

FENCE: Type _____ Linear Feet _____

ROOF TYPE: Total Squares: _____ ☐ Shingle ☐ Metal ☐ Tile ☐ Flat (requires product approval data)

Replace Skylights ☐ No ☐ Yes (requires product approval data) Other _____

ELECTRIC: ☐ Upgrade-Old Amps _____ New Amps _____

☐ Pool Wiring

☒ New Construction Amps _____ Volts _____ Phase _____

MECHANICAL NOTE: On existing equipment make and model number are only required for components proposed to remain on site. Condenser or A.H.U. replacement only (partial system): provide verification of energy rating documentation from ARI or another independent testing agency, manufacturers support documentation, or Florida-registered professional engineer verification, as per FBCBC C101.4.7 and R101.4.7.

MECHANICAL: Leave Existing Equipment ☐ No ☐ Yes Make _____ Model _____

Ductwork ☐ No ☐ Yes Change out ☐ No ☐ Yes Tons _____ KW _____ Other _____

PLUMBING: Number of Fixtures: 0

GAS: Tank Size _____ Number of Fixtures: 0

SIGN: ☐ Real Estate ☐ Copy Change Only ☐ Wall Sign ☐ Monument Sign

☐ Temp/Banner, from _____ to _____ Sign Illuminated ☐ No ☐ Yes

FIRE SYSTEMS: ☐ Fire Alarm ☐ Fire Sprinkler, number of heads _____ ☐ Hood Suppression

☐ Paint Booth Suppression ☐ Other _____

CONTINUED ON PAGE 2

sent email 5-4 gr
RECEIVED
emailed
MAY 01 2020
emailed
CITY OF PORT ORANGE

CONTRACTOR INFORMATION (PLEASE PRINT)**BUSINESS NAME:** Island Dream Homes**QUALIFIER NAME:** Bret Jones**STATE LICENSE NUMBER:** CBC1250879**ADDRESS:** PO Box 857, New Smyrna Beach, FL 32170**PHONE NO.:** 386-428-0064**FAX NO.:** 386-428-0063**EMAIL:** m.mansfield.idh@gmail.com**SUBCONTRACTORS:**

TRADE	COMPANY NAME	PHONE NUMBER	QUALIFIER NAME	LICENSE NO	CONST VALUE
ELEC	Amp Electric of Vol County	386-214-5181	Alex Provan	EC13009402	3,200.00
MECH					
PLBG					
GAS					
ROOF	Island Dream Homes	386-428-0064	Bret Jones	CCC1326593	15,000.00

PROPERTY OWNER INFORMATION (PLEASE PRINT)**OWNER:** Howard & Sharlene Fox**ADDRESS:** 686 Farndiff Drive**CITY:** Port Orange**STATE:** FL**ZIP:** 32127**PHONE:** _____**EMAIL:** _____**ACKNOWLEDGEMENTS**

THE UNDERSIGNED HEREBY AUTHORIZES Micki Mansfield to drop off and pick up permits on my behalf for the construction project above – described for the licensed contractor or home owner listed on this application, and whose signature appears below.

WARNING TO OWNER: YOUR FAILURE TO RECORD A NOTICE OF COMMENCEMENT MAY RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT. SOME AREAS HAVE PRIVATE DIED COVENANTS & RESTRICTIONS ON BUILDING ACTIVITY. A CITY PERMIT IS ONLY TO ENSURE COMPLIANCE TO CITY AND STATE CODES. THE OWNER IS RESPONSIBLE FOR OBTAINING ANY PRIVATE ASSOCIATION APPROVAL BEFORE WORK IS STARTED.

I HEREBY CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I HEREBY MAKE APPLICATION FOR PERMIT AS NOTED HEREIN AND IF SAME IS GRANTED I AGREE TO CONFORM TO ALL BUILDING DIVISION REGULATIONS AND CITY ORDINANCES REGULATING THE SAME AND IN ACCORDANCE WITH PLANS SUBMITTED. THE ISSUANCE OF THIS PERMIT DOES NOT GRANT PERMISSION TO VIOLATE ANY APPLICABLE CITY AND/OR STATE OF FLORIDA CODES AND/OR ORDINANCES.

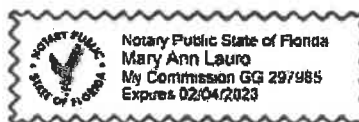
Authorized Signature: _____**STATE OF FLORIDA, COUNTY OF VOLUSIA**

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization on this May 1, 2020 by Bret Jones, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

Mary Ann Lauro

Notary Public, Commission No. GG 297985

Mary Ann Lauro
(Name of Notary typed, printed or stamped)



REVISED 1/08/2020 ME



CITY OF PORT ORANGE

Department of Community Development
Engineering Division

CASE NO. _____

DATE APPLICATION RECEIVED _____

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

EASEMENT VACATION APPLICATION

Applicant: Howard A. & Sharlene S. Fox
Address: 686 Ferncliff Dr.
Phone: 386-290-8168 Fax: _____ Email: hafox@foxwebmail.com
Property Owner(s): Same as applicant
Address: 686 Ferncliff Dr.
Phone: Same Fax: _____ Email: Same
Subject Property Address: Same
Subdivision Name: Bentwood
Lot Number: _____ Parcel No.: _____

(Provide a separate attachment for additional properties if necessary)

Legal Description of the proposed easement vacation area (provide a separate attachment if necessary):

Purpose for the proposed easement vacation: To construct RV garage on northeast rear corner of property

REQUIRED ATTACHMENTS

1. A current, original, sealed property survey showing all structures, easements, and the proposed easement vacation area
2. A copy of the recorded deed for the property
3. A property tax payment certification or a copy of the total property tax payment receipt
4. The application processing and recording fee payment of \$250.00
5. The completed original application form (notarized signatures required on Page 2)

Applicant Signature: Howard A. Fox Date: 7-8-20
Printed Name: Howard A. Fox

I HEREBY GRANT AUTHORIZATION FOR THE ABOVE LISTED APPLICANT TO ACT ON MY BEHALF:

Property Owner Signature: _____ Date: _____
Printed Name: _____ Date: _____
Property Owner Signature: _____ Date: _____
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 5th day of July, 2020 by Howard Fox, who ☐ is personally known to me or ☒ who has produced Florida DL as identification.

Gerald G. Holden, Jr.
Notary Public, State of Florida
Printed Name, Commission, & Term Expiration Date:



GERALD G HOLDEN, JR.
Commission # GG 169117
Expires December 19, 2021
Bonded Thru Budget Notary Services



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 8/19/2020

Consent item: Yes

SUBJECT: (B11) Approval to Designate the Riverwalk Trail as the Robert E. Ford Trail

DEPARTMENT: Parks & Recreation

GOAL:

RECOMMENDED MOTION: Move to approve renaming the trail at Riverwalk Park the Robert E. Ford Trail, and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: The Parks and Recreation Advisory Board reviewed the request by the Mayor to designate the trail at Riverwalk as the Robert E. Ford Trail as required by Resolution 16-7. The request for naming the trail is in memory of the late councilman and his contribution to this community as a Police Chief and City Councilman. It was his vision and determination that helped push Riverwalk Park from a vision to reality. The board is recommending by unanimous vote to rename the trail at Riverwalk Park. The resolution requires council approval to designate the name of the trail. Staff will purchase and install two signs one at each end of the trail to commemorate the Robert E. Ford Trail at Riverwalk based on tonight's decision.

Project No.: Funding Account No.:

Presenter: Susan Lovallo

ATTACHMENTS:

1.	20161101 Reso. No. 16-57	20161101 Reso. No. 16-57.pdf
2.	July 21 2020 - PROOFED	July 21 2020 - PROOFED .doc

Susan Lovallo
Susan Lovallo
Jake Johansson
Robin Fenwick

Created/Initiated - 8/4/2020
Approved - 8/6/2020
Approved - 8/6/2020
Final Approval - 8/6/2020

RESOLUTION NO. 16-57

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA,
ADOPTING THE CITY'S PARK NAMING POLICY;
SUPERSEDING PRIOR RESOLUTIONS; PROVIDING FOR
CONFLICTING RESOLUTIONS; AND PROVIDING AN
EFFECTIVE DATE.

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

Section 1. The City of Port Orange Park Naming Policy, attached hereto as
Exhibit "A", is hereby adopted by City Council.

Section 2. Nothing in this Resolution or Exhibit "A" shall be interpreted or
construed to abrogate or conflict with any specific provision of the Florida Statutes and
Section 166, as amended and construed by the Courts.

Section 3. All resolutions or parts of resolutions in conflict with the provisions
of this resolution are hereby repealed to the extent of such conflict.

Section 4. This resolution shall become effective upon adoption.

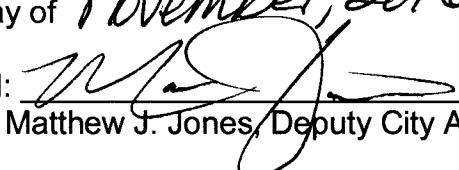


MAYOR ALLEN GREEN

ATTEST


Robin L. Fenwick, CMC, City Clerk

Adopted on the 1st day of November, 2010.

Reviewed and Approved: 

Matthew J. Jones, Deputy City Attorney

Exhibit "A"

City of Port Orange Park Naming Policy

I. Introduction

The naming or renaming of athletic and recreation facilities is a complex and sometimes emotionally evocative process since assigning a name is a powerful identity for a public place or facility. The naming and renaming of athletic and recreation facilities often requires significant resources in terms of changing names on signs, maps, and literature. In addition, excessive and constant name changing can be the source of confusion to the public.

II. Purpose

The purpose of this policy is to establish criteria and a uniform procedure for the naming and renaming of athletic and recreation facilities throughout the City of Port Orange.

III. Authorization

The City Council shall have the authority for the naming of all athletic and recreation facilities and for determining what constitutes a substantial or major contribution for the purposes of facility naming. The Parks and Recreation Advisory Board shall provide recommendations on naming requests for City Council consideration.

IV. Definitions

Major Donation or Contribution means a significant donation of time and commitment to the City of Port Orange Parks and Recreation Department, or a donation of significant value to the City of Port Orange, Port Orange Parks and Recreation Department or Parks and Recreation Foundation.

Athletic facility means a field, court or gymnasium owned and operated by the city, including but not limited to the field/court of play, sidelines and bleachers, where sporting events, practices and games are routinely held.

Recreation facility means a building, park or amphitheater owned and operated by the city and primarily used for recreational activities, community gatherings and special events.

V. Qualifying Name

It is the policy of the City of Port Orange to reserve the naming or renaming of athletic and recreation facilities for circumstances that will best serve the interests of the city and ensure a worthy and enduring legacy for the city's parks and recreation system.

To this end, the City of Port Orange supports consideration of naming requests within the following broad categories:

- Nearby Geographic Locations
- Historic Events, People and Places
- Outstanding Individuals
- Adjoining Subdivisions
- Major Donations or Contributions

VI. Guidelines for Naming Parks and Recreation Facilities

The following general guidelines will be used when naming an athletic or recreation facility.

1. A permanent name shall be assigned as soon as possible.
2. Duplication of other places or facility names in the City shall not be considered.
3. An existing name of an athletic or recreation facility, particularly one of local or national importance or outstanding feature, shall not be changed unless there are extraordinary circumstances of local or national interest.
4. Prominent geographic features or local reference points (i.e., notable geographic feature, street, community or neighborhood) shall be considered.
5. Naming an athletic or recreation facility in honor of a person shall only be considered if one or more of the following criteria has been met:
 - a. The individual is of national significance.
 - b. The individual contributed significantly to the acquisition or development of the park, the facility or to the overall parks system. The suggested name must be accompanied by a biographical sketch which shall provide evidence of contributions to the park, facility, or parks system overall.

- c. The individual made a major donation or contribution to the City of Port Orange or to the Department of Parks and Recreation.
- 6. Naming of athletic or recreation facility for corporate entity.
 - a. The name used shall be the shortest name possible to identify the entity (i.e. "Walmart" instead of "Walmart Stores Southeast, LLC")
 - b. Corporate logos, insignias, or marketing text shall not be used in the naming text.
 - c. The naming rights shall be limited to not longer than the life of the corporate entity.
 - d. The following criteria must be met in order to be eligible for naming:
 - i. Does not discriminate against any person, employee, member, or volunteer on the basis of race, color, creed, religion, gender, sexual preference, age, marital status, ancestry, national origin, or physical or mental disability;
 - ii. Does not have connotations that by contemporary community standards are derogatory or offensive;
 - iii. Does not promote environmental, work, or other practices that, if they took place in the city, would violate federal, state or local law;
 - iv. Does not promote illegal drugs, alcohol or tobacco;
 - v. Does not constitute violations of law;
 - vi. Does not participate in unethical business practices as determined by a court of law; and
 - vii. Does not exploit participants or staff members of the city.

VII. Naming Procedure

- 1. Recommendations for a park or facility name shall be submitted to the Director of Parks and Recreation and first be heard by the Port Orange Parks and Recreation Advisory Board. Following the Board's review and recommendations, the item will be scheduled for consideration by the City Council.
- 2. After the Port Orange City Council selects a park or facility name, a thirty (30) day comment period on the proposed name will begin. Written citizen comments and recommendations for thirty (30) day public-notice period will be accepted by the Director of Parks and Recreation and items mailed to the City Manager for inclusion in the Council Agenda Packet.

3. After the thirty (30) day comment period, a resolution establishing the name of the park or facility will be scheduled for the Port Orange City Council's consideration.

VIII. Renaming

The renaming of athletic and recreation facilities is strongly discouraged. It is recommended that efforts to change a name be subject to the most critical examination so as not to diminish the original justification for the name or discount the value of the prior contributors.

Only those facilities named for a location or subdivision shall be considered for renaming. Parks named by deed restriction shall not be considered for renaming.

Athletic and recreation facilities named after individuals shall not be changed unless it is found that the individual's personal character is or was such that the continuing use of the name for a park or facility would not be in the best interest of the community.

In order for an athletic or recreation facility to be considered for renaming, the recommended name must qualify according to this policy, and be accompanied by a renaming recommendation from the Parks and Recreation Advisory Board.

IX. Other Naming Alternatives

Parks and facilities that are donated to the City can be named by deed restriction by the donor. The naming and acceptance of land is subject to the guidelines set forth in this policy and approved by the City Council. A facility within a park, i.e., playground, picnic shelter, etc., can be named separately from the park or facility location subject to guidelines set forth in this policy.

X. Final Naming Approval

All naming or renaming action shall require approval of the City Council.

PARKS AND RECREATION ADVISORY BOARD
REGULAR MEETING
DOROTHY L. HUKILL CITY CENTER ANNEX
1395 DUNLAWTON AVENUE
PORT ORANGE, FLORIDA
JULY 21, 2020 AT 5:15 P.M.

The Parks & Recreation Advisory Board was called to order by Chairman Mark Bowling at 5:15 p.m.

Present: Mark Bowling
Bobby Ball
Maria Mills-Benat
James Richard Jr
Michael Navarra
John Cameron

Absent: Patricia Barraco (unexcused)

Also Present: Peter Ferreira, Park and Recreation Deputy Director
Ruth Thayne, Administrative Assistant
Jake Johansson, City Manager

B. DISCUSSION/ACTION

The Board discussed the Gamble Place Update first as Jake Johansson, City Manager, was present to give an update.

2. Consideration of Minutes - January 21, 2020

Motion was made by Member Mark Bowling to approve the minutes from January 21, 2020 as presented and Seconded by Member James Richard Jr. Motion carried unanimously by voice vote.

3. Progress of Renovation Projects

Peter Ferreira, Parks and Recreation Deputy Director, provided an overview of the projects completed in the city so far in 2020. There are three major projects currently; the Lakeside Community Center, which is in final inspection phase, Airport Road Park Playground which will go to bid in the coming months, and the Gym Remodel which the City hopes to break ground on in 2021.

Member Mills-Benat asked if COVID has delayed any projects. Mr. Ferreira stated no, most of the funding comes from ECHO grants and City funding.

4. Gamble Place Update

Mr. Johansson gave a brief history on the property. The City has never owned the property, only leased it. There is no current lease or agreement. The Mayor officially opted out of the lease, but there is nothing official to that affect.

Member Mills-Benat stated that she goes out there often and it is very beautiful, but the buildings always appear in shambles. She noticed there is no maintenance of the trails or kayak launch.

Member Cameron inquired how the City knows there is no agreement. Mr. Johansson stated the City does not have an agreement and as early as six months ago there was interest in a new one.

Member Richard asked what the Boards goal is for Gamble Place Chairman Bowling stated that as of now, he does not see Gamble Place as a priority.

5. Letter to Foundation Donors

Mr. Ferreira stated that the Board members had previously discussed drafting a letter to the foundation donors asking if they would like the money returned or if they want to donate that money into the recreation scholarship fund. He said that they had discussed the return of funds with contributors. Letters have been sent out, and checks need to be returned. He said that they want to cut all the checks at one time. One company did not want check back and asked that it be put toward the Youth Scholarship fund. Member Mark Bowling was one of the donors and said he donated the money to Youth Scholarship.

6. Bob Ford Trail Designation for Riverwalk trail

Discussion was held regarding naming the Trail. Mayor Burnette would like to name the trail after the late Councilman Bob Ford. Mr. Ferreira informed the Board a similar item had come before them previously, and then went to Council in the same evening where they voted in favor of it. The trail will be the South Daytona line to Dunlawton. The late Councilman Ford served for District 1 and helped to develop Riverwalk. Mr. Ferreira read the naming policy.

Member Ball requested publication regarding the naming for Riverwalk. This would allow 30 days for the public to submit any comments to Parks and Recreation Director regarding any issues that would cause a red flag for the naming of the Trail.

Motion to rename the trail at Riverwalk after the late Councilman Bob Ford was made by Vice Chairman Bobby Ball and Seconded by Member Maria Mills-Benat. Motion carried unanimously by voice vote.

C. PARKS & RECREATION DIRECTOR'S REPORT

Mr. Ferreira informed the Board maintaining many of the programs has been difficult due to COVID and a number of refunds were provided. Parks and Rec is still maintaining Just Play and Field Day Friday's and is attempting to set up Wii Sports and other tournaments via computers.

Mr. Ferreira informed the Board the 4th of July and Family Days were cancelled. The City is still moving forward with Halloween and Christmas and will discuss The Mayors Golf tournament, scheduled for August 22nd, 2020, at the August 4, 2020 City Council meeting. It will be up to City Council and Cypress Head if they wish to do the tournament or cancel it. Member Cameron spoke regarding possible sponsorship for scholarships for the City to sponsor kids going forward. He believes it should be up to KemperSports to figure out how the tournament can be done.

Member Cameron asked about the budget for Parks and Rec next year. Mr. Ferreira stated that Parks is requesting a new position to be opened, \$60,000 for 2 new vehicles, \$16,000 to replace lights and light fixtures at the Amphitheatre, and \$34,000 for concessions stands. Parks is expecting no reduction in services or staff at this time.

D. PUBLIC COMMENTS

Robert Reinhausen, citizen, spoke regarding the naming of the Riverwalk Trail. He commented that City Council voted on a previous item for naming a place on the same night that the Parks and Recreation board voted on it. Member Mills-Benat replied that the item was already on the City Council Agenda for that evening.

E. BOARD COMMENTS

Chairman Bowling asked if the naming procedures are acceptable to the Board or if they would like to redo procedures. The Board felt good about the naming procedures.

Chairman Bowling previously provided a list of things he wishes to see worked on to City Manager.

Vice Chairman Ball and Member Mills-Benat would like to reschedule the joint meeting with Council that had to be cancelled. Vice Chair Ball is requesting Special Joint Meeting prior to Next meeting date of October 20, 2020.

Member Navarra mentioned the need for property to build more fields. Shuntz road was mentioned as a possible option.

Vice Chairman Ball inquired about a possible proclamation for Doreen Moorehouse. Mr. Ferreira will check on the proclamation. Possibly naming the activity center after Doreen.

Member Cameron applauded the Parks and Recreation Department for the innovated thinking and keeping activities going during these unprecedented times.

F. NEXT MEETING DATE

6. Next Meeting Date: October 20, 2020

7. Items for Next Agenda

Parks & Recreation Advisory Board Meeting

Tuesday, July 21, 2020

Page 4 of 4

Briefing on Joint Meeting with Council.

G. ADJOURNMENT 6:26PM

Chairman Mark Bowling



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 8/19/2020

Consent item: Yes

SUBJECT: (B12) Reinstatement of years of service for Matthew Marchisio

DEPARTMENT: Administrative Services

GOAL:

RECOMMENDED MOTION: Move to approve the reinstatement of 9 years of service for Matthew Marchisio

SUMMARY: Current employee Matthew Marchisio worked for the City of Port Orange from 08/06/2007 until 12/16/2016 when he had to leave for personal reasons. He became re-employed with the City on 08/01/2017, less than 1 year after he left. He is currently a full time Custodian in the Parks and Recreation Department in good standing. He is now requesting that his previous years of service be re-instated per the Civil Service Rules & Regulations Chapter 5.11 Reinstatement and Re-employment. The NAGE unit has been notified of the request and did not pose opposition.

Civil Service Rules & Regulations 5.11 Reinstatement and Re-employment: For determining any benefits under the provisions of these Civil Service Rules and Regulations, an employee's length of service will be computed in completed calendar months from his/her last date of employment with the City. However, should an employee be re-employed within one (1) year of separation from service with the City, other than as a result of retirement from another position with the City, that employee may make application to the City Council to have previous years of service reinstated. Such application can only be made after the employee has completed two (2) years of service from the most recent date of employment. Should this request be approved, the previous years of service shall be credited for annual or personal leave accrual purposes and other provisions of the Civil Service Rules and Regulations which may have application concerning length of service. Specifically excluded from this provision are retirement benefits as provided for in the City of Port Orange Code of Ordinances.

By granting this, the predominate impact of this request would be related to the employee's rate of accruals and any other benefits related to seniority, such as shift bidding. The employee does not currently work in a position that has shift bidding.

Project No.: Funding Account No.:

Presenter: Jamie Miller

ATTACHMENTS:

1.	Signed Matthew Marchisio Letter	Signed Matthew Marchisio Letter.pdf
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Heather Carrizales
Jamie Miller
Jake Johansson
Robin Fenwick

Created/Initiated - 7/28/2020
Approved - 7/31/2020
Approved - 8/3/2020
Final Approval - 8/3/2020

July 21, 2020

Honorable City Council
1000 City Center Circle
Port Orange, FL 32129

Members of the City Council,

I would like to request my previous years of service be reinstated as stated in the Civil Service Rules and Regulations under Chapter 5.5.11.

Reinstatement and Re-employment:

“For determining any benefits under the provisions of these Civil Service Rules and Regulations, an employee’s length of service will be computed in completed calendar months from his/her last date of employment with the City. However, should an employee be re-employed within one (1) year of separation from service with the City, other than as a result of retirement from another position with the City, that employee may make application to the City Council to have previous years of service reinstated. Such application can only be made after the employee has completed two (2) years of service from the most recent date of employment. Should this request be approved, the previous years of service shall be credited for annual or personal leave accrual purposes and other provisions of the Civil Service Rules and Regulations which may have application concerning length of service. Specifically excluded from this provision are retirement benefits as provided for in the City of Port Orange Code of Ordinances.”

I started with the City of Port Orange on August 6, 2007 and unfortunately had to leave for personal reasons on December 16, 2016. Once I was able to resolve some personal issues I was reinstated on August 1, 2017. I returned within one year and I have stayed employed with the City longer than the 2 years as required by Chapter 5.

Thank you for your consideration into this matter

Sincerely,

Matthew Marchisio

A handwritten signature in dark ink, appearing to read "Matthew Marchisio", written in a cursive style.



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 8/19/2020

Consent item: No

SUBJECT: (C13) First Reading - Ordinance No. 2020-27 - Second Amendment to the Riverwalk Amended and Restated Master Development Agreement (Case No. 20-40000004)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: CRA - Move to approve Ordinance No. 2020-27, approving the Second Amendment to the Riverwalk Amended and Restated Master Development Agreement, as recommended by the Planning Commission.

City Council - Move to approve Ordinance No. 2020-27, approving the Second Amendment to the Riverwalk Amended and Restated Master Development Agreement, as recommended by the Planning Commission and Port Orange Town Center CRA.

SUMMARY:

Planning Commission Action (06/25/20): Recommended Approval

The property owner, Halifax River Partners, LLC (HRP), is requesting approval of the proposed Second Amendment to the Riverwalk Amended and Restated Master Development Agreement (MDA) to defer the completion of the Riverwalk Phase 1 site improvements and restaurant building (Fysh Bar & Grill) until September 20, 2021, provide the City Council the authority to extend the September 20, 2021 deadline date up to 6 months, and remove the timeframe for recording the subdivision plat for the Riverwalk project area. The current MDA requires the subdivision plat to subdivide the project area into 9 lots to be recorded and all Phase 1 site improvements and the restaurant on the point to be completed by September 20, 2020.

According to the applicant, the intent of the proposed Second Amendment is to remove the date the subdivision plat is to be recorded and extend the completion date for the construction of Phase 1 site improvements (parking lot, landscaping, sidewalk, stormwater, and turn lanes) that serve the private development in Phase 1 and the restaurant on the point. The applicant indicated that the modifications to the MDA are to accommodate the site work and building construction for the restaurant on the point, but due to unforeseen conditions associated with the design of the restaurant, the developer of the project is requesting to extend the completion of the remaining Phase 1 requirements until September 2021. The proposed Second Amendment provides the following:

- Removes the recording date the 9-lot subdivision plat for the project area is to be recorded. The requirement to record the plat in the original MDA was to

ensure the property that the 23-foot-wide Public Trail and Park (Tract A) was located on could be transferred to the City of Port Orange. Since the recording of the MDA in 2016, an alternative method was used to create Tract A and allow its ownership to be transferred over to the City of Port Orange. With the City securing ownership of Tract A, there is no need for the plat to be recorded by a specific date and when the subdivision plat is to be recorded it can be based on the property owner's timeframe;

- Defer the construction of the permanent on-site and off-site improvements in Phase 1 of the original MDA to September 20, 2021;
- Defer the requirement to secure a Certificate of Occupancy for the restaurant on the point by September 20, 2021;
- Provide the developer the ability to develop temporary parking on the Cardwell Parcel or within the MDA project area to re-open the 38-slip marina, with temporary parking to be removed by September 20, 2021; and
- Provide the City Council the authority to extend the deadline date in the Second Amendment MDA up to 6 months, provided all required rough-in mechanical, electrical, and plumbing inspections have been held and approved by September 20, 2021.

There are no specific criteria to be used as a base for staff recommendations for the requested deviations from the timeline in the original Riverwalk Amended and Restated Master Development Agreement. 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 proposed timing to complete the recording of the plat, Public Trail and Park and Phase 1 site improvements is different than originally planned in the Riverwalk Amended and Restated MDA and require Planning Commission, CRA and Council direction on whether the specific deviations to the completion dates will be acceptable.

In addition to the proposed amendment to the MDA, there are additional associated documents that require City Council approval. If one of the associated documents is not approved or modified, it could require modifications to the MDA amendment. Amendments to following documents will be considered prior to or in conjunction with the proposed MDA amendment.

1. Second Amendment to the Economic Development Incentive Agreement;
2. Second Amendment to the Exchange and Escrow Agreement for the Cardwell Funeral Home Property; and
3. License Agreement to allow temporary parking on the Cardwell Funeral Home property for the 39 slip marina, is reopened.

The staff report is attached for more detail.

Project No.: Funding Account No.:

Presenter: Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2020-27 with	Ord 2020-27 Riverwalk.pdf
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	exhibit	
2.	Staff Report	Final Staff Report - Riverwalk 2nd Amendment - CC 8-19-2020.pdf

Penelope Cruz	Created/Initiated - 7/30/2020
Tim Burman	Approved - 7/30/2020
Shannon Balmer	Approved - 8/6/2020
Jake Johansson	Approved - 8/6/2020
Robin Fenwick	Final Approval - 8/6/2020

ORDINANCE NO. 2020-27

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE SECOND AMENDMENT TO THE RIVERWALK AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT (MDA); PROVIDING FOR CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City and Developer desire to further amend the Riverwalk Amended and Restated Master Development Agreement (“MDA”) recorded in Official Records Book 7306, Page 1188, as amended by the First Amendment to the Riverwalk Amended and Restated Master Development Agreement recorded in Official Records Book 7750, Page 1657, all in Public Records of Volusia County, Florida; and

WHEREAS, the City and Developer desire to enter into the Second Amendment to the Riverwalk Amended and Restated Master Development Agreement (hereinafter referred to as the (“Second Amendment”)); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the Second Amendment; and

WHEREAS, a public hearing was held following public notice as prescribed by ordinance; and

WHEREAS, the Planning Commission has by unanimous vote recommended approval of the proposed Second Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the approval of the Second 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 Second Amendment to the Riverwalk Amended and Restated Master Development Agreement (attached

hereto as **Exhibit “1”**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said First Amendment.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on second 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

SECOND AMENDMENT TO THE RIVERWALK AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO THE RIVERWALK AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT (the “Second Amendment”), is entered into by and between HALIFAX RIVER PARTNERS, LLC, a Florida limited liability company, (“Owner/Developer”) Josif Atanasoski, Manager, having a mailing address of 1800 No. U.S. Highway 1, Ormond Beach, FL 32174 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 Riverwalk Amended and Restated Master Development Agreement dated September 20, 2016 and recorded in Official Records Book 7306, Page 1188, Public Records of Volusia County, Florida (the “MDA”); and

WHEREAS, the Parties amended the MDA under the First Amendment To The Riverwalk Amended and Restated Master Development Agreement dated September 17, 2019 and recorded in Official Records Book 7750, Page 1657 of the Public Records of Volusia County Florida (“First Amendment”); and

WHEREAS, the Parties desire to further amend the MDA 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. 3. Paragraph 6 of the MDA, “Phasing” is hereby amended to revise subparagraph “g.” as follows:
 - i. All the improvements on Lot 4 of the proposed subdivision plat referenced herein, also referred to as the "point", including a restaurant and the associated site improvements,

- extending into the intracoastal river within the mixed-use area except for the 2 multi-purpose marina buildings and the 58-slip marina.
- ii. The shared permanent parking facilities as shown on the CDP, located on Lot 9 of the proposed subdivision plat.
 - iii. The PTP, including landscaping within the utility corridor, lights, stormwater, benches, trash receptacles, and other amenities.
 - iv. Off-site work on the portion of Ocean Avenue to complete the PTP to the north side of the Ocean Avenue right-of-way where the PTP continues into the City's Riverwalk Park.
 - v. Necessary utilities to service all proposed lots indicated on the Conceptual Replat, incorporated herein by reference on the CDP (Exhibit "E") and utilities to maintain service to off-site property currently served with laterals on the Project Area Property.
 - vi. All stormwater improvements serving all phases except for structures and dry retention in the two condominium tower parking areas.
 - vii. Landscaping, except around the condominium tower footprints and condominium parking areas.
 - viii. Demolition of Cardwell structures, including the building and all subsurface structures and soils.
 - ix. Temporary parking for the existing marina as described in Paragraph 18 of the MDA, "Parking", as amended.
 - x. An Eight (8) foot pedestrian pathway on Lot 4. the subject of the pedestrian easement referenced in subsection 3.e.x, of this Agreement and as generally shown on Exhibit 1. attached hereto and made apart hereof by reference.

4. Paragraph 7 of the MDA, "Subdivision" is hereby amended to delete subparagraph "f." in its entirety.

5. Paragraph 12 of the MDA, "Bonding" is hereby amended to revise subparagraph "b." as follows:

b. Prior to the close of escrow, a separate bond, letter of credit or cash deposit shall be provided by the Owner/Developer to the City, to be held in escrow, guaranteeing the completion of the demolition and construction of the Public Trail and Park (PTP) and associated PTP utilities, stormwater and landscaping as set forth on plans stamped "Approved for Construction," in the amount of two (2) years of the net income for the Cardwell property along with a timing requirement that the PTP and the associated PTP improvements shall be complete within 14 months from the commencement of construction. The remaining Phase I improvements, as set forth in paragraph 6.g. of the MDA, as amended herein, shall be complete on or before September 20, 2021. The bond, letter of credit or cash deposit shall be released to Owner/Developer upon the timely completion of the Phase I improvements, otherwise it shall be forfeited.

6. Paragraph 18 of the MDA, “Parking” is hereby amended to revise subparagraph “d.” as follows:

d. Prior to the issuance of a certificate of occupancy for any use in Phase I or September 20, 2021, whichever date is earlier, Owner/Developer shall complete the permanent parking facilities as required in subparagraph 6.g as set forth in the MDA, as amended, and as otherwise required by the City’s LDC.

7. Paragraph 18 of the MDA, “Parking: is hereby amended to revise subparagraph, “e.”, as follows:

e. The Owner/Developer may use the Cardwell Parcel to comply with the parking requirement if the former 39 slip marina is re-opened. Prior to use of this parcel for parking, the demolition of Cardwell structures, including the building and all subsurface structures and soils shall be completed, and work approved by the City. If the City still owns the parcel at the time the marina is re-opened and parking is required, a license agreement approved by the City Council between the City, Owner/Developer, and marina tenant is required prior to use of parcel for parking. The temporary parking on this parcel or in the Project Area for the Marina shall comply with the following.

- i. The temporary parking lot shall be constructed in conformance with the standards set forth herein and as approved by the City, requiring a paved, stabilized shell or gravel parking lot with stormwater facilities, and an ADA compliant walkway from the temporary parking to the marina facilities as shown on the approved subdivision construction plans.
- ii. Landscaping for the temporary parking facilities, as required by the LDC and this Agreement shall not be required during the period of time set forth in this section.
- iii. Temporary lighting for the temporary parking area and designated pedestrian crosswalk and pathway to the marina shall be required
- iv. The allowance of the temporary parking may require a site plan or building permit and shall expire upon completion of the Phase I improvements on or before September 20, 2021.

8. Paragraph 21 of the MDA, “Effective Date/Expiration” is hereby amended to revise subparagraph “a.”, as follows:

a. The effective date of this Agreement shall be upon the recording of the Agreement, and the recording shall occur within 30 days of the City Council approval. If all PTP improvements and associated PTP utilities, stormwater drainage, and landscaping are not commenced by September 20, 2018 and completed by November 20, 2019, then this Agreement shall expire, except as amended by city council. Except as otherwise provided herein, the remaining Phase I improvements, as set forth in paragraph 6.g. of this Agreement, including but not limited to the completion of the restaurant, shall be completed on or before Five (5) years from the date of approval of this Agreement, said

date being September 20, 2021, otherwise, this Agreement shall expire and be of no further force and effect except as timely amended by city council. The Owner/Developer, their successors or assigns, shall not be relieved of the prior obligations to develop infrastructure, landscaping, or any other common features required to serve the existing marina. Prior to the issuance of a Certificate of Occupancy and/or Letter of Completion being issued to allow the marina to re-open, all parking and site improvements required by the Land Development Code are to be completed. as provided in Paragraph 18 of this Agreement. This obligation shall survive and shall not terminate in the event that this Agreement expires.

b. The Phase I improvements set forth in Paragraph 6.g. of this Agreement are required to be completed on or before September 20, 2021, in accordance with Subsection 21.a., herein. However, subject to the conditions set forth hereinbelow, the City Council, at their sole discretion, may consider extending the deadline for completion for a period of up to six (6) months, said date being on or before March 21, 2022, without amending this Agreement. In order for the Developer/Owner to request an extension of the deadline for up to six (6) months, as set forth hereinabove, all rough-in inspections for mechanical, plumbing, and electrical shall be completed and approved by the City. In the event the City Council does not extend the deadline for completion or Owner/Developer does not complete the required Phase I improvements set forth in Paragraph 6.g of this Agreement within said approved extended time period, then Owner/Developers' entitlements under this Agreement shall lapse and this Agreement shall be of no further force and effect.

9. This Second Amendment shall be effective upon recording in the public records of Volusia County, Florida.

10. All the provisions of the MDA and First Amendment not in conflict herewith shall remain in full force and effect and shall be supplemented for the matters specifically amended herein by this Second Amendment. The MDA and First Amendment shall survive the execution of this Second Amendment.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to the Riverwalk Amended and Restated Master Development Agreement, by and through their duly authorized representatives, on the respective dates shown below.

WITNESSES (as to both):

**CITY OF PORT ORANGE, a Florida
Municipal Corporation**

Signature

By: _____
Donald O. Burnette, Mayor

Printed Name

Signature

Attest: _____
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 [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:

HALIFAX RIVER PARTNERS, LLC

WITNESSES:

Signature

Printed Name

Signature

Printed Name

By: _____
Josif Atanasoski, Manager

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 JOSIF ATANASOSKI, Manager of HALIFAX RIVER PARTNERS, LLC. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida at Large

My Commission Expires:



STAFF REPORT

Second Amendment to the Riverwalk Amended and Restated Master Development Agreement
CASE NO. 20-40000004

REQUEST:	Approve the Second Amendment to the Riverwalk Amended and Restated Master Development Agreement (MDA)
LOCATION:	East of Ridgewood Avenue, south of Ocean Avenue, north of Herbert Street (see Figure 1).
APPLICANT:	Josif Atanasoski, Manager, Halifax River Partners, LLC
OWNER:	Halifax River Partners, LLC; Port Orange Town Center
STAFF CONTACT:	Tim Burman, Community Development Director (386)506-5675
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	June 25, 2020 (Recommended Approval)
CRA AND CITY COUNCIL MEETINGS:	August 19, 2020

DISCUSSION

The proposed Second Amendment to the Riverwalk Amended and Restated Master Development Agreement (MDA) is to defer the completion of the Riverwalk Phase 1 site improvements and restaurant building (Fysh Bar & Grill) until September 20, 2021 and remove the timeframe for recording the subdivision plat for the Riverwalk project area. The current MDA requires the subdivision plat to subdivide the project area into 9 lots to be recorded and all Phase 1 site improvements and the restaurant on the point to be completed by September 20, 2020.

Figure 1. Location Map



In addition to the proposed amendment to the MDA, there are additional associated documents that may require Port Orange Town Center CRA recommendation and City Council approval. If one of the associated documents is not approved or modified, it could require modifications to the MDA amendment. Amendments to the following documents are anticipated to be considered prior to or in conjunction with the proposed MDA amendment:

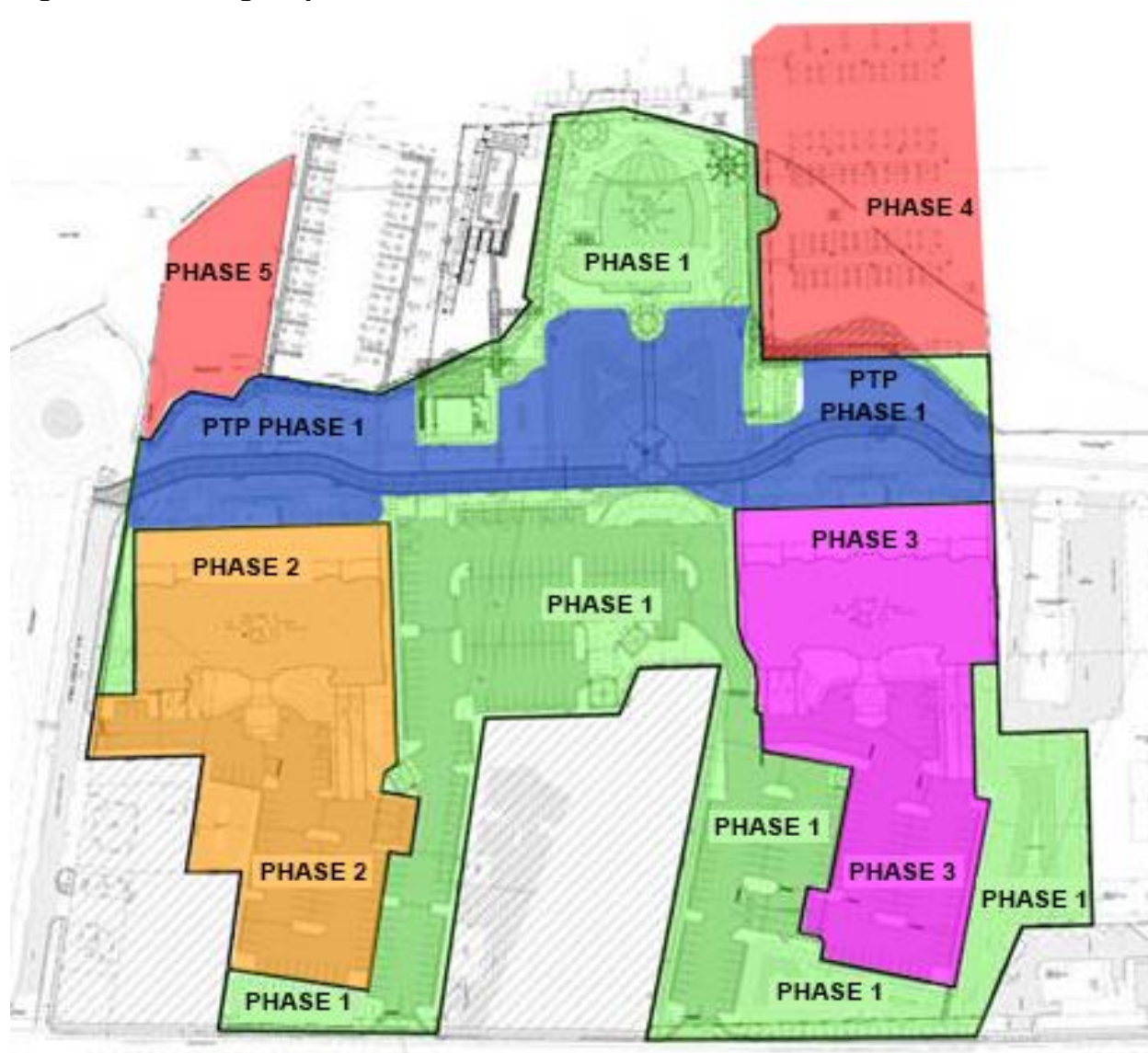
- Amendment to the Economic Development Incentives Agreement;
- Amendment to the Exchange Agreement for the Cardwell Funeral Home Property; and
- Amendment to the Parking Easement Agreement for Special Event Parking on Halifax River Partners, LLC Property.

The Riverwalk Amended and Restated Master Development Agreement (MDA) was approved by the City Council in September 2016 and established a phasing plan along with specific timeframes for completion of the Public Trail and Park, recording of the subdivision plat for the MDA project area, site and subdivision improvements for Phase 1 of the Riverwalk development, and completion of the restaurant on the point. The MDA was amended in September 2019, to extend the timeframe to record the Riverwalk Plat and complete the required Phase 1 site improvements (parking lots, turn lanes, stormwater, landscaping, and sidewalks) from September 20, 2019 to September 20, 2020, and extend the completion date for the 23-foot-wide public trail and park from September 20, 2019 to November 20, 2019.

The project is still expected to be completed in five phases (Figure 2), with each phase being required to have adequate access and infrastructure to support development. The majority of the site improvements (utilities, stormwater landscape buffers, and improved public trail), and restaurant on the point property are to be completed with Phase 1. The 23-foot-wide public trail and park and associated site improvements (landscape, benches, light poles, stormwater, etc.), burying of the FPL power lines, and underground utilities improvements in the former Halifax Drive right-of-way were completed and accepted by the City of Port Orange by November 20, 2019. The remaining Phase 1 site improvements (parking lot, landscaping, sidewalk, stormwater, turn lanes) that serve the private development in Phase 1 and the restaurant on the point have not been completed. As of June 19, 2020, the site development plan for the Phase 1 improvements was approved and the building permit for the restaurant is currently under review. The residential condominium buildings are expected to be constructed in Phases 2 and 3 and additional marina boat slips constructed in Phases 4 and 5.

In 2016, Phase 1 also included the Captain Daddy's Riverboat Restaurant, 38-slip marina and parking for these uses. However, due to damage caused by Hurricane Matthew in October 2016, the riverboat restaurant was removed, and the marina closed in 2018. At this time, neither of these uses have been reopened.

Figure 2. Phasing Map



According to the applicant, the intent of the proposed Second Amendment is to remove the date the subdivision plat is to be recorded and extend the completion date for the construction of Phase 1 site improvements (parking lot, landscaping, sidewalk, stormwater, and turn lanes) that serve the private development in Phase 1 and the restaurant on the point. The applicant indicated that the modifications to the MDA are to accommodate the site work and building construction for the restaurant on the point, but due to unforeseen conditions, the developer of the project is requesting to extend the completion of the remaining Phase 1 requirements until September 2021.

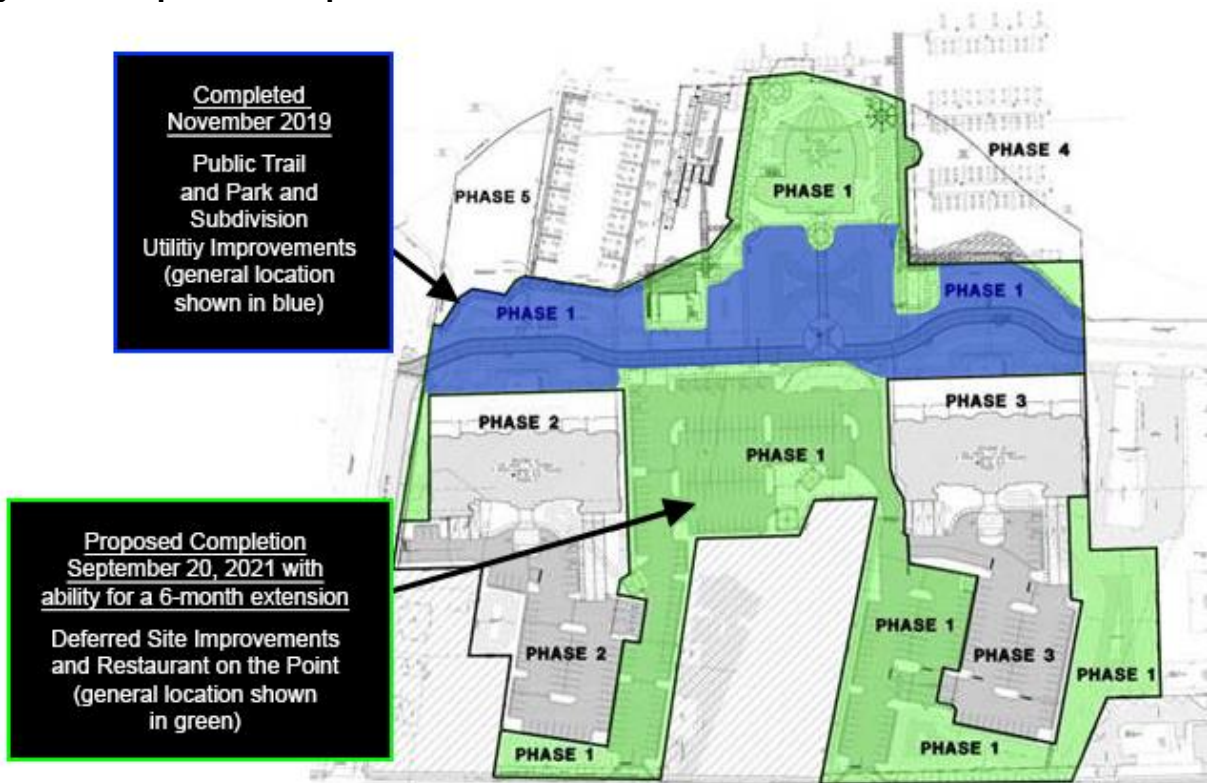
The Phase 1 improvements being requested to be deferred are to support the private development proposed on the point property and the developer anticipates development of the restaurant on the point in 2021. Therefore, the applicant is requesting to defer the remaining Phase 1 site improvements (parking lots, turn lanes, stormwater, landscaping, and sidewalks) required in the First Amendment to the original MDA to be completed by September 20, 2021.

There are no specific criteria to be used as a base for staff recommendations for several of the requested deviations 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 proposed timing of developing Phase 1 is different than originally planned in the Riverwalk Amended and Restated Master Development Agreement (MDA) and First Amendment to the original MDA and will require Planning Commission and Council direction on whether the specific deviations to the completion date for the remaining Phase 1 improvements and removal of a recording date for the subdivision plat will be acceptable.

If approved, the proposed Second Amendment will remove the recording date for the subdivision plat and extend the completion and acceptance of the remaining Phase 1 site improvements the restaurant on the point to September 20, 2021 (Figure 3). The proposed Second Amendment (see Exhibit 1) provides the following:

- Removes the date the 9-lot subdivision plat for the project area is to be recorded. The requirement to record the plat in the original MDA was to ensure the property that the 23-foot-wide Public Trail and Park (Tract A) was located on could be transferred to the City of Port Orange. Since the recording of the MDA in 2016, an alternative method was used to create Tract A and allow its ownership to be transferred over to the City of Port Orange. With the City securing ownership of Tract A, there is no need for the plat to be recorded by a specific date and when the subdivision plat is to be recorded it can be based on the property owner's timeframe;
- Defer the construction of the permanent parking lot and associated stormwater and installation of landscape buffers, landscape islands in the parking lot, sidewalks and irrigation on Lot 4 and Lot 9 in Phase 1 to September 20, 2021;
- Defer the completion of the two (2) left-turn lanes on Ridgewood Avenue in Phase 1 to September 20, 2021;
- Defer the construction of a 12' sidewalk along Ridgewood Avenue to September 20, 2021;
- Defer the issuance of a Certificate of Occupancy for the restaurant on the point to September 20, 2021;
- Provide the developer the ability to develop temporary parking on the Cardwell Parcel or within the MDA project area to re-open the 38-slip marina, with temporary parking to be removed by September 20, 2020; and
- Provide the City Council the authority to extend the deadline date in the Second Amendment MDA up to 6 months, provided all required rough-in mechanical, electrical, and plumbing inspections have been held and approved by September 20, 2021.

Figure 3. Proposed completion timeframe for Riverwalk Phase 1



As part of the proposed Second Amendment to the Riverwalk Amended and Restated Master Development Agreement (MDA), the property owner has agreed to allow the City to use the lands west of the public trail for overflow parking during approved City special events. The City and Developer will need to amend the current Parking Easement Agreement for this use.

The Staff Development Review Committee (SDRC) has reviewed the proposed amendment and the applicant will need to address some comments such as correcting formatting errors prior to this item being considered by City Council.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The subject property is designated *Planned Community-Riverwalk* on the City's Future Land Use (FLU) Map. The original MDA was found to be consistent with the City's Comprehensive Plan when it was approved in 2016. The proposed Second Amendment does not change the FLU designation for the property and is consistent with the general intent of the Comprehensive Plan.

PUBLIC NOTICE

On June 5, 2020, staff posted the property notifying the public of the proposed MDA amendment. As of the time this agenda item was prepared, there has been zero (0) phone calls regarding the proposed MDA.

RECOMMENDATION

Staff recommends approval of the Second Amendment to the Riverwalk Amended and Restated Master Development Agreement (MDA), subject to the City Attorney's review to legal form and content.

ATTACHMENT

Exhibit 1 - Second Amendment to the Riverwalk Amended and Restated Master Development Agreement (see Ordinance exhibit)



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 8/19/2020

Consent item: No

SUBJECT: (C14) Second Amendment to the Property Exchange and Escrow Agreement (Cardwell Funeral Home Property)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: CRA - Move to approve Second Amendment to the Property Exchange and Escrow Agreement (Cardwell Funeral Home Property)

City Council - Move to discuss the Second Amendment to the Property Exchange and Escrow Agreement (Cardwell Funeral Home Property) .

SUMMARY: The Second Amendment to the Exchange and Escrow Agreement provides for the Deed to the Cardwell Funeral Home property to continue to be held in an Escrow until the Riverwalk Phase 1 site and building improvements are completed in accordance with the timeline set forth in the Second Amendment to the Riverwalk Amended and Restated Master Development Agreement. According to the proposed Second Amendment to the Riverwalk Amended and Restated Master Development Agreement, the Phase 1 (site and restaurant) improvements are to be completed by September 21, 2021 or the extended completion date approved by City Council not to exceed 6 months past September 21, 2021.

There are no other changes to the original Property Exchange and Escrow Agreement approved in 2016.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Second Amendment to Property Exchange	Second Amendment to Property Exchange.pdf
2.	Second Amendment to Escrow	Second Amendment to Escrow.pdf

Melanie Schmotzer
Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 8/3/2020
Approved - 8/3/2020
Approved - 8/6/2020
Approved - 8/6/2020
Final Approval - 8/6/2020

SECOND AMENDMENT TO THE PROPERTY EXCHANGE AGREEMENT

THIS SECOND AMENDMENT TO THE PROPERTY EXCHANGE AGREEMENT (the “Second Amendment”), is entered into by and between HALIFAX RIVER PARTNERS, LLC, a Florida limited liability company, (“HRP”) Josif Atanasoski, Manager, having a mailing address of 1800 No. U.S. Highway 1, Ormond Beach, FL 32174 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”) and the COMMUNITY REDEVELOPMENT AGENCY OF PORT ORANGE TOWN CENTER, a special purpose unit of local government organized and existing under Chapter 163, Part III, the laws of the State of Florida (the “CRA”), (collectively the “Parties”), who hereby agree and covenant as follows:

WHEREAS, the Parties previously entered into that certain Property Exchange Agreement dated September 20, 2016 (the “Agreement”) for the exchange of real property as amended by the First Amendment to the Property Exchange Agreement dated September 17, 2019 (“First Amendment”) ; and

WHEREAS, the Parties previously entered into that certain Riverwalk Amended and Restated Master Development Agreement dated September 20, 2016 and recorded in Official Records Book 7306, Page 1188, Public Records of Volusia County, Florida as amended by that certain First Amendment to The Riverwalk Amended and Restated Master Development Agreement dated September 17, 2019 and recorded in Official Records Book 7750, Page 1657 and as further amended by the Second Amendment to The Riverwalk Amended and Restated Master Development Agreement of even date herewith (collectively the “MDA”); and

WHEREAS, the Parties desire to further amend the Property Exchange Agreement 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 1 d. of the Agreement is hereby deleted in its entirety and replaced with the following:

“d. The Escrow Agreement shall be closed on or before September 20, 2021, unless otherwise extended by City Council in accordance with the MDA, or terminated pursuant to the terms of this Agreement or the Escrow Agreement. The City Manager shall be authorized to act on behalf of Port Orange to authorize the final language of the Escrow Agreement, in accordance with the requirements of Chapter 286, Florida Statutes.

4. Paragraph 10 of the Agreement is hereby deleted in its entirety and replaced with the following:

“10. Closing. Closing shall occur within 30 days after completion and acceptance of the Phase 1 Improvements. In the event the Phase 1 Improvements are not completed by September 20, 2021 and City Council does not authorize an extension of time for completion in accordance with the MDA, then this Property Exchange Agreement shall terminate. G. Larry Sims, Esquire, a Florida licensed attorney who does not represent a Party, shall serve as Escrow Agent. In the event HRP is unable to obtain approval of the Second Amendment to the Amended and Restated Master Development Agreement by September 21, 2020 this Property Exchange Agreement shall be of no further force or effect. The closing shall not be extended except by written mutual agreement of the Parties. On or before closing, the Escrow Agent shall provide the City’s Closing Agent, Columbia Title Corporation, with the closing deposits and documents required to transfer all Property Interests as set forth in this Agreement and pursuant to the terms and conditions of the Escrow Agreement executed simultaneous herewith.

5. This Second Amendment shall be effective on the date set forth below.

6. All the provisions of the Property Exchange Agreement, as amended by the First Amendment to the Property Exchange Agreement, not in conflict herewith shall remain in full force and effect and shall be supplemented for the matters specifically amended herein by this Second Amendment. The Agreement and First Amendment shall survive the execution of this Second Amendment.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to the Property Exchange Agreement, by and through their duly authorized representatives, on the respective dates shown below.

**PORT ORANGE TOWN CENTER COMMUNITY
REDEVELOPMENT AGENCY**

Attest:

Chairman

_____, Agency Clerk

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of **[XX]** physical presence or [] online notarization this ____ day of _____, 2020, by _____, as the Chairman of the Port Orange Town Center Community Redevelopment Agency, on behalf of the Agency. Said person [] is personally known to me or [] has produced _____ as identification.

[Notary Stamp]

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 _____, as Agency Clerk of the Port Orange Town Center Community Redevelopment Agency, on behalf of the Agency, on behalf of Agency. Said person [] is personally known to me or [] has produced _____ as identification.

[Notary Stamp]

Notary Public, State of Florida at Large

My Commission Expires:

WITNESSES (as to both):

**CITY OF PORT ORANGE, a Florida
Municipal Corporation**

Signature

By: _____
Donald O. Burnette, Mayor

Printed Name

Signature

Attest: _____
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 [XX] 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. 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 by means of [XX] physical presence or [] online notarization 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. They are personally known to me and did not take an oath.

Notary Public, State of Florida at Large

My Commission Expires:

HALIFAX RIVER PARTNERS, LLC

WITNESSES:

Signature

Printed Name

Signature

Printed Name

By: _____
Josif Atanasoski, Manager

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 JOSIF ATANASOSKI, Manager of HALIFAX RIVER PARTNERS, LLC. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida at Large

My Commission Expires:

SECOND AMENDMENT TO THE ESCROW AGREEMENT

THIS SECOND AMENDMENT TO THE ESCROW AGREEMENT is made and entered into as of this ____ day of _____, 2020, by and among **CRA/CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation with a mailing address of 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as “**Port Orange**” and the **HALIFAX RIVER PARTNERS, LLC, a Florida limited liability company** with a mailing address of 1800 North U.S. Highway 1, Ormond Beach, Florida 32174 hereinafter referred to as “**Developer**” and **G. LARRY SIMS, ESQUIRE** of Doran Sims, Wolfe and Ciocchetti, with a mailing address of P.O. Box 15110, Daytona Beach, FL 32115-5110 hereinafter referred to as “**Escrow Agent**”, collectively the “Parties”.

WHEREAS, the Parties previously entered into that certain Escrow Agreement dated September 20, 2016 as amended by the First Amendment to the Escrow Agreement dated September 17, 2019 (“Agreement”) to effectuate that certain Property Exchange Agreement dated September 20, 2016 as amended by the First Amendment to the Property Exchange Agreement dated September 17, 2019 (“Exchange Agreement”) for the property identified as Tax Parcel Number 1, Tax ID 630311020030, located at 3571 Ridgewood Avenue, Port Orange, Florida 32129; and

WHEREAS, the Port Orange and Developer previously entered into that certain Riverwalk Amended and Restated Master Development Agreement dated September 20, 2016 and recorded in Official Records Book 7306, Page 1188, as amended by the First Amendment to the Riverwalk Amended and Restated Master Development Agreement dated September 17, 2019 and recorded in Official Records Book 7750, Page 1657, all in Public Records, Volusia County, Florida (“MDA”); and

WHEREAS, Port Orange and Developer desire to further amend the MDA, which requires additional revision to the Agreement in order to effectuate the Property Exchange Agreement.

NOW THEREFORE, the Parties hereby agree as follows:

1. The recitals stated above are true and correct and are incorporated herein by reference.
2. Section 1.2, “Receipt of Deposits for Escrow”, subsection (b) is hereby amended to read as follows:

(b) The Developer shall deposit the guarantee, that may be in the form of a bond, letter of credit, or cash deposit guaranteeing the completion of the Cardwell property demolition and subsequent site improvements within Phase I and for lease payment loss of revenue for two years payable to the City in the amount of \$48,000.00 in the event that the construction of the Public Trail and Park and Phase I site improvements are not commenced by September 20, 2018 and completed on or before September 20, 2021, unless otherwise extended by City

Council in accordance with the MDA. The Developer may substitute the form of the guarantee upon mutual agreement of the Parties.

3. Section 3.1, "Completion of the Public Trail and Park and Phase I horizontal site improvement of the Riverwalk Project" is hereby amended to read as follows:

Section 3.1 Completion of the Public Trail and Park and Phase I site improvements of the Riverwalk Project. If on or before September 20, 2018, Developer has commenced the Public Trail and Park and the site improvements for Phase I of the Riverwalk Project to the satisfaction of the City, and if on or before September 20, 2021, unless otherwise extended by City Council in accordance with the MDA, the Developer has completed all Phase I improvements as set forth in paragraph 6.g. of the MDA, and the City and other governing entities have accepted the Phase I improvements, including but not limited to the completion of the Public Trail and Park improvements within Tract "A", then the City shall provide the Escrow Agent (copying Developer) with written notice of the same.

4. This Second Amendment to the Escrow Agreement shall be effective on the date set forth below.
5. All provisions of the Agreement, as amended by the First Amendment, not in conflict herewith shall remain in full force and effect and shall be supplemented for the matters specifically amended herein by this Second Amendment. The Agreement and First Amendment shall survive execution of this Second Amendment.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by the parties as of the respective dates shown below.

WITNESSES:

HALIFAX RIVER PARTNERS, LLC

Signature

By: _____
Josif Atanasoski, 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 JOSIF ATANASOSKI, Manager of HALIFAX RIVER PARTNERS, LLC. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida at Large
My Commission Expires:

**COMMUNITY REDEVELOPMENT
AGENCY FOR PORT ORANGE TOWN
CENTER**

WITNESS:

Signature

Printed Name

Signature

Printed Name

By: _____

Chairman

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

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me [XX] physical presence or []
online notarization this _____ day of _____, 2020, by
_____, Chairman of the COMMUNITY REDEVELOPMENT AGENCY
FOR PORT ORANGE TOWN CENTER, on behalf of the Agency. He is 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 [XX] 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 an oath.

Notary Public, State of Florida at Large
My Commission Expires:

WITNESSES (as to both):

**CITY OF PORT ORANGE, a Florida
Municipal Corporation**

Signature

By: _____
Donald O. Burnette, Mayor

Printed Name

Signature

Attest: _____
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 [XX] 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. 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 ROBIN L. FENWICK, 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:

WITNESSES:

Signature

Printed Name

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 G. LARRY SIMS, ESQUIRE, of DORAN SIMS WOLFE AND CIOCCHETTI. He is personally known to me or has produced _____ as identification.

ESCROW AGENT

By: _____
G. Larry Sims, Esquire

Date: _____

Notary Public, State of Florida at Large
My Commission Expires:



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 8/19/2020

Consent item: No

SUBJECT: (C15) Second Amendment to the Economic Development Incentive Agreement

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: CRA - Move to approve the Second Amendment to the Economic Development Incentive Agreement with Halifax River Partners.

City Council - Move to discuss the Second Amendment to the Economic Development Incentive Agreement with Halifax River Partners.

SUMMARY:

Halifax River Partners, LLC, (HRP), is requesting the Second Amendment to the Economic Development Incentive Agreement (EIA) to revise the dates for permit submittal and completion of the Riverwalk Phase 1 site improvements, restaurant on the point, and the condominium towers and additional financial assistance from the City in the amount of \$65,000.00 in building permit fee waivers.

The request to modify the completion dates for the restaurant and condominium towers would not change the previously approved overall completion date for the entire project (September 22, 2025). HRP is only requesting the timeline for completion of the project as it relates to maintain the terms in the EIA:

- Phase 1 (site and restaurant) improvements to be completed by September 21, 2021 or the extended completion date approved by City Council not to exceed 6 months past September 21, 2021 as per the Second Amendment to the Riverwalk Amended and Restated Master Development Agreement.
- Obtain Certificates of Occupancy or Letter of Completion for both condominium towers by September 20, 2025. The proposed Second Amendment does not change the required building square-footage, unit count, or the assessed value for the condominium towers as indicated in the original 2016 EIA.

In accordance with Chapter 20 of the Land Development Code (LDC), Halifax River Partners, LLC is requesting additional financial assistance from the City in the amount of \$65,000.00 in fee waivers. The credit may be applied building permits, site construction inspection fees and other community development administrative fees but shall NOT be applied to water and sewer impact fees, water/reclaim water connection fees, fire impact fees, recreation fees, transportation impact fees, and storm water special assessment fees.

As part of their request to amend the EIA, HRP is proposing to fund the design and permitting for the unbuilt segment of the Riverwalk 20' wide trail and associated utility upgrades, stormwater, landscape and irrigation improvements. This segment of the linear trail will be the southern portion of the Riverwalk Park and connect the trail from its current terminus to Dunlawton Avenue. Completing the design and permitting would allow the City to apply for two ECHO grant cycles in December 2020 and December 2021 to partially fund the construction of the trail. The anticipated construction cost for the 20' wide trail and associated improvements is \$1,600,000 and phasing the project allows the City to maximize the amount of grant funding it can receive. A city match of \$400,000 must be approved in the FY21 and FY22 CIP budgets and the City must be committed to the project prior to the ECHO application being submitted in December 2020 and December 2021. According to HRP, Parker Mynchenberg & Associates, Inc. would prepare the construction plans and obtain the necessary permits and the anticipated cost to prepare the construction plans and obtain the necessary permits will be \$95,000. City engineering staff reviewed the cost for design and believes it is based on reasonable market rates.

There are no other changes proposed to the original Economic Development Incentive Agreement approved in 2016 or the 1st Amendment to the Economic Development Incentive Agreement approved in 2019.

Project No.: Funding Account No.:

Presenter: Tim Burman

ATTACHMENTS:

1.	Second Amendment to Economic Incentive Agreement	Second Amendment to EIA.pdf
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Melanie Schmotzer	Created/Initiated - 8/3/2020
Tim Burman	Approved - 8/3/2020
Shannon Balmer	Approved - 8/7/2020
Jake Johansson	Approved - 8/7/2020
Robin Fenwick	Final Approval - 8/7/2020

SECOND AMENDMENT TO THE ECONOMIC DEVELOPMENT INCENTIVE AGREEMENT

THIS SECOND AMENDMENT TO THE ECONOMIC DEVELOPMENT INCENTIVE DEVELOPMENT AGREEMENT (the “First Amendment”), is entered into by and between HALIFAX RIVER PARTNERS, LLC, a Florida limited liability company, (“Owner”) Josif Atanasoski, Manager, having a mailing address of 1800 No. U.S. Highway 1, Ormond Beach, FL 32174 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”) and the COMMUNITY REDEVELOPMENT AGENCY OF PORT ORANGE TOWN CENTER, a special purpose unit of local government organized and existing under Chapter 163, Part III, the laws of the State of Florida (the “Agency”), (collectively the “Parties”), who hereby agree and covenant as follows:

WHEREAS, the Parties previously entered into that certain Economic Development Incentive Agreement dated September 20, 2016 as amended by the First Amendment to the Economic Development Incentive Agreement dated September 17, 2019 (the “Incentive Agreement”) for the development of the property more particularly described therein (the “Property”); and

WHEREAS, the Parties previously entered into that certain Riverwalk Amended and Restated Master Development Agreement dated September 20, 2016 and recorded in Official Records Book 7306, Page 1188, Public Records of Volusia County, Florida as amended by that certain First Amendment to The Riverwalk Amended and Restated Master Development Agreement dated September 17, 2019 and recorded in Official Records Book 7750, Page 1657 and as further amended by the Second Amendment to The Riverwalk Amended and Restated Master Development Agreement of even date herewith (the “MDA”); and

WHEREAS, the Parties desire to amend the Incentive Agreement 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. Section 7 of the Incentive Agreement is hereby deleted in its entirety and replaced with the following:

“Section 7. Agreement to Develop Property. The Owner agrees to develop the following facilities.

- A. The improvements constituting the initial phase of development of the Property (the “Phase I Improvements”) having an assessed value of not less than \$4,000,000.00. Permitting shall be completed and construction of the Phase I improvements, including the restaurant on the point, shall be completed and certificate of occupancy obtained no later than September 20 (Monday), 2021, except as otherwise extended by City Council in accordance with the MDA.”

- B. A residential condominium building of approximately 356,900 square feet with not less than 130 units, with related amenities, having an assessed value of not less than \$30,000,000 (the “Phase II Improvements”) and a second residential condominium building of approximately 356,900 square feet with not less than 130 units, with related amenities, having an assessed value of not less than \$30,000,000.00, (the “Phase III Improvements”). Construction shall be completed and certificates of occupancy for both Phase II and Phase III obtained not later than September 22, 2025.

3. Section 9.G. of the Incentive Agreement is hereby deleted in its entirety and replaced with the following:

“G. In addition to the Tax Increment Rebate, the City shall grant to the Developer a credit of \$155,500.00 that may be applied to fees, excluding impact fees and storm water special assessment fees, as charged by the City for building permits and inspection fees.”

4. This Second Amendment shall be effective on the date set forth below.

5. All the provisions of the Incentive Agreement and as amended by the First Amendment to the Economic Development Incentive Agreement not in conflict herewith shall remain in full force and effect and shall be supplemented for the matters specifically amended herein by this Second Amendment. The Incentive Agreement and First Amendment shall survive the execution of this Second Amendment.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to the Economic Development Incentive Agreement, by and through their duly authorized representatives, on the respective dates shown below.

**PORT ORANGE TOWN CENTER COMMUNITY
REDEVELOPMENT AGENCY**

Attest:

Chairman

_____, Agency Clerk

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this ____ day of _____, 2020, by _____, as the Chairman of the Port Orange Town Center Community Redevelopment Agency, on behalf of the Agency. Said person [] is personally known to me or [] has produced _____ as identification.

[Notary Stamp]

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 _____, as Agency Clerk of the Port Orange Town Center Community Redevelopment Agency, on behalf of the Agency, on behalf of Agency. Said person [] is personally known to me or [] has produced _____ as identification.

[Notary Stamp]

Notary Public, State of Florida at Large

My Commission Expires:

WITNESSES (as to both):

**CITY OF PORT ORANGE, a Florida
Municipal Corporation**

Signature

By: _____
Donald O. Burnette, Mayor

Printed Name

Signature

Attest: _____
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 [XX] 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. 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 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:

HALIFAX RIVER PARTNERS, LLC

WITNESSES:

Signature

Printed Name

Signature

Printed Name

By: _____
Josif Atanasoski, Manager

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 JOSIF ATANASOSKI, Manager of HALIFAX RIVER PARTNERS, LLC. He is personally known to me or has produced _____ as identification.

Notary Public, State of Florida at Large

My Commission Expires:



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 8/19/2020

Consent item: No

SUBJECT: (C16) License Agreement for Temporary Off-Site Parking at 3571 Ridgewood Avenue (Former Cardwell Funeral Home Property)

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION:

CRA - Move to approve the License Agreement for Temporary Off-Site Parking located at 3571 Ridgewood Avenue (former Cardwell Funeral Home property)

City Council - Move to discuss the License Agreement for Temporary Off-Site Parking located at 3571 Ridgewood Avenue (former Cardwell Funeral Home property)

SUMMARY: Halifax River Partners, LLC (HRP) is requesting to extend the expiration date for a License Agreement application for 3571 Ridgewood Avenue, a CRA owned property located at the east side of Ridgewood Avenue, south of Ocean Avenue. The request would extend the expiration date from September 20, 2020 to September 21, 2021 or the extended completion date approved by City Council not to exceed 6 months past September 21, 2021.

Halifax River Partners, LLC has made this request in connection with a possible proposal for site modifications and renovation of the existing parking lot at 3571 Ridgewood Avenue to serve as a parking if the 39-slip marina is re-opened to the public. The applicant proposes that if off-site parking is needed to re-open the 39-slip marina during construction of Phase 1 of the Riverwalk development, a development permit application to reestablish parking at 3571 Ridgewood Avenue would be submitted for staff review, if the license agreement is approved. The temporary parking would be required to be developed according to the Land Development Code and Second Amendment to the Riverwalk Amended and Restated Master Development Agreement.

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

According to the Second Amendment to the Riverwalk Amended and Restated Master Development Agreement, the allowance to use temporary parking expires upon completion of permanent parking in Phase 1, or completed by September 21, 2021 or

the extended completion date approved by City Council not to exceed 6 months past September 21, 2021, whichever is earlier. There are no other changes to the original License Agreement approved in 2019.

Project No.: Funding Account No.:

Presenter: Tim Burman

ATTACHMENTS:

1.	Amendment and Extension No. 1 to license	Amendment and Extension No. 1 to license.pdf
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Melanie Schmotzer
Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 8/4/2020
Approved - 8/5/2020
Approved - 8/7/2020
Approved - 8/7/2020
Final Approval - 8/7/2020

This Document Prepared by:

Shannon K. Balmer
Assistant City Attorney
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Parcel ID. 6303-10-02-0030

AMENDMENT AND EXTENSION TO LICENSE AGREEMENT

THIS EXTENSION NO. 1 TO LICENSE AGREEMENT ("Amendment and Extension") is made and entered into this _____ day of _____, 2020, by and between the COMMUNITY REDEVELOPEMENT AGENCY FOR PORT ORANGE TOWN CENTER, (CRA), a public body corporate and politic established pursuant to 163.356, Florida Statutes, of the County of Volusia in the State of Florida, post office address: 1000 City Center Circle, Port Orange, FL 32129, ("Licensor"); Halifax River Partners, LLC, a Florida limited liability company, whose mailing address is 1800 North U.S. Highway 1, Ormond Beach, Florida 32174, ("Licensee").

PREMISES

WHEREAS, on the 10th day of October, 2019, the Licensor granted to the Licensee a license to access and use the Subject Property described on Exhibit "A" to the License Agreement as recorded Official Records Book 7759, Page 1988, Public Records, Volusia County, Florida ("License Agreement"), subject to the terms and conditions contained within the License Agreement, for the purpose of temporary parking for the 38 slip marina, for a period of one (1) year; and

WHEREAS, pursuant to the terms of the License Agreement, said agreement may be amended or modified; and

WHEREAS, Parties desire to amend the License Agreement by extending the term of the License Agreement for an additional one (1) year; and

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

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

1. The term of the License Agreement is hereby extended by one (1) year.
2. Notwithstanding the date of execution, the effective date of this Amendment and Extension is September 21, 2020 and will continue for one (1) year, subject to the terms and conditions set forth in the License Agreement and as amended herein.

3. The terms and conditions of the License Agreement shall remain in full force and effect except with respect to those matters specifically amended by this Extension No. 1.

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

5. This Amendment and Extension shall be recorded in the Public Records of Volusia County, Florida. Upon execution of this Amendment and Extension, the Licensee agrees to pay the City an amount equal to the applicable cost of recording this Amendment and Extension in the Public Records of Volusia County, Florida.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

WITNESSES:

LICENSOR:

**COMMUNITY REDEVELOPEMENT AGENCY
FOR PORT ORANGE TOWN CENTER**

Printed Name:_____

Printed Name:_____

By:_____
_____, Chairman

Printed Name:_____

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

Printed Name:_____

(SEAL)

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2020, by _____, as Chairman of the **Community Redevelopment Agency for Port Orange Town Center**, who acknowledged that he is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **Community Redevelopment Agency for Port Orange Town Center**, a public body corporate and politic established pursuant to 163.356, Florida Statutes, and who is personally known to me.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2020, by Robin L. Fenwick, as the City Clerk of the City of Port Orange, Florida, who acknowledged that she is duly authorized to execute the foregoing LICENSE AGREEMENT on behalf of the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, and who is personally known to me.

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

LICENSEE:

HALIFAX RIVER PARTNERS, LLC

WITNESS:

Signature

By: _____
Josif Atanasoski, 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 JOSIF ATANASOSKI, Manager of HALIFAX RIVER PARTNERS, LLC. He is personally known to me or has produced _____ as identification.

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



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 8/19/2020

Consent item: No

SUBJECT: (G19) Report from Port Orange South Daytona Chamber of Commerce

DEPARTMENT: City Manager

GOAL: 4 - Economic Development

RECOMMENDED MOTION:

SUMMARY: Debbie Connors, President of the Chamber of Commerce will provide the City Council with an update on services provided to the City over the last year.

Project No.: Funding Account No.:

Presenter: Debbie Connors

ATTACHMENTS:

Alan Rosen
Jake Johansson
Robin Fenwick

Created/Initiated - 5/26/2020
Approved - 5/27/2020
Final Approval - 5/27/2020



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 8/19/2020

Consent item: No

SUBJECT: (I21) Second 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

Robin Fenwick

Created/Initiated - 8/3/2020

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"

1

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, PUBLIC 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 OF 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°39'12"W 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 $\frac{1}{4}$, NE $\frac{1}{4}$, 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 $\frac{1}{2}$, NE $\frac{1}{4}$, 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 $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ 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 $\frac{1}{2}$ 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 $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE NE $\frac{1}{4}$ OF SECTION 25 TO THE SOUTHEAST CORNER OF THE NE $\frac{1}{4}$ OF SECTION 25; THENCE WESTWARDLY ALONG THE SOUTH LINE OF THE NE $\frac{1}{4}$ OF SECTION 25 TO THE PLACE OF BEGINNING),

THENCE SOUTHERLY, SOUTHWESTERLY, NORTHEASTERLY AND NORTHERLY 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 SOUTHEAST 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 LINE 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 FOLLOWING 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 EAST, 224.11 FEET TO A POINT IN THE WESTERLY LINE OF SAID HERBERT STREET, THENCE NORTH 39 DEGREES 53 MINUTES EAST ALONG THE WESTERLY LINE OF SAID WEST HERBERT STREET 196.59 FEET TO THE POINT OF BEGINNING, BEING ALSO KNOWN AS THAT PORTION OF SAID LOTS 3 AND 4, AFOREMENTIONED LYING EASTERLY OF THE EAST LINE OF THE 30 FOOT WIDE GAS COMPANY RIGHT OF WAY EASEMENT 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 COUNNER 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 NORTHELY, 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 45 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 RADIUS 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 RADIUS 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 $S^{\circ}04'55''W$ 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 $S0^{\circ}51'33''E$ 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 $N55^{\circ}22'05''W$ 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 $N13^{\circ}02'00''E$ ALONG SAID EASTERLY RIGHT-OF-WAY LINE OF WILLIAMSON BOULEVARD, A DISTANCE OF 538.20 FEET; THENCE $N76^{\circ}58'00''W$ A DISTANCE OF 20.00 FEET; THENCE $N13^{\circ}02'00''E$ 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 $S87^{\circ}57'18''E$ 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 $N87^{\circ}57'18''W$ ALONG THE NORTH RIGHT-OF-WAY LINE OF AFORESAID WILLOW RUN BOULEVARD A DISTANCE OF 535.11 FEET; THENCE $N2^{\circ}04'3''E$ A DISTANCE OF 508.28 FEET; THENCE $N68^{\circ}54'04''W$ A DISTANCE OF 45.14 FEET; THENCE $N51^{\circ}38'01''W$ A DISTANCE OF 24.61 FEET; THENCE $N32^{\circ}27'40''W$ A DISTANCE OF 28.09 FEET; THENCE $N42^{\circ}12'28''W$ A DISTANCE OF 14.94 FEET; THENCE $N36^{\circ}21'04''W$ A DISTANCE OF 27.68 FEET; THENCE $N28^{\circ}43'47''W$ A DISTANCE OF 32.47 FEET; THENCE $N15^{\circ}53'44''W$ A DISTANCE OF 67.85 FEET; THENCE $N9^{\circ}15'03''W$ A DISTANCE OF 3094 FEET; THENCE $N0^{\circ}45'54''E$ 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 $S89^{\circ}14'45''E$ A DISTANCE OF 659.33 FEET TO THE NORWEST CORNER OF SAID GLENWOOD VILLAGE PHASE II; THENCE $N0^{\circ}04'55''W$ 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 $\frac{1}{4}$ 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 $\frac{1}{4}$ 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 $\frac{1}{4}$ 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 $\frac{1}{4}$ OF SAID SECTION 12; THENCE N89°57'22"W, ALONG THE SOUTH LINE OF SAID NORTHEAST $\frac{1}{4}$ 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 $90^{\circ}05'08''$ 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 $N0^{\circ}16'30''W$ A DISTANCE OF 1650.00 FEET; THENCE $N88^{\circ}47'23''W$ A DISTANCE OF 126.58 FEET TO THE POINT OF BEGINNING OF THE FOLLOWING DESCRIBED PARCEL; THENCE $S0^{\circ}16'30''E$ A DISTANCE OF 158 FEET; THENCE $S88^{\circ}47'23''E$ A DISTANCE OF 1.58 FEET TO A POINT; THENCE $S0^{\circ}16'30''E$ A DISTANCE OF 64.70 FEET TO A POINT; THENCE $N88^{\circ}47'23''W$ A DISTANCE OF 374.37 FEET TO A POINT IN THE EAST RIGHT-OF-WAY LINE SAID CLYDE MORRIS BOULEVARD; THENCE $N31^{\circ}34'0''W$ ALONG SAID EAST RIGHT-OF-WAY LINE OF CLYDE MORRIS BOULEVARD A DISTANCE OF 264.78 FEET; THENCE $S88^{\circ}47'23''E$ 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 1, 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 TO 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 $S65^{\circ}14'55''W$ A DISTANCE OF 540.47 FEET; THENCE $S15^{\circ}56'27''E$ 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 $N0^{\circ}50'10''E$ ALONG THE WEST LINE OF SAID U.S. LOT 2, A DISTANCE OF 2100 FEET MORE OR LESS; THENCE $S26^{\circ}59'44''E$ A DISTANCE OF 572.75 FEET; THENCE $N63^{\circ}00'16''E$ A DISTANCE OF 500 FEET; THENCE $S26^{\circ}59'44''E$ 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 PARCEL 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°39'12"W 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 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 $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ 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 $\frac{1}{2}$ 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 $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE NE $\frac{1}{4}$ OF SECTION 25 TO THE SOUTHEAST CORNER OF THE NE $\frac{1}{4}$ OF SECTION 25; THENCE WESTWARDLY ALONG THE SOUTH LINE OF THE NE $\frac{1}{4}$ OF SECTION 25 TO THE PLACE OF BEGINNING.)

PARCEL "J"

A PORTION OF THE SOUTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ 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 NORTHWESTERLY 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 $\frac{1}{4}$ OF SECTION 19, TOWNSHIP 16 SOUTH, RANGE 33 EAST, LYING WESTERLY OF THE WEST LINE OF THE EAST 270.00 FEET OF SAID NORTHWEST $\frac{1}{4}$ 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 $\frac{1}{4}$ 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°39'12"W 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 EXCEPTIONING 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 EXCEPTIONING 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 $\frac{1}{4}$, NE $\frac{1}{4}$, 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 $\frac{1}{2}$, NE $\frac{1}{4}$, 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 $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED $N49^{\circ}40'40''E$, 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 $N89^{\circ}01'30''E$, ALONG THE NORTH LINE OF THE SOUTH $\frac{1}{2}$ 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: $N00^{\circ}59'20''W$, 220.07 FEET TO A CONCRETE MONUMENT; $N62^{\circ}26'20''E$, 300 FEET TO A CONCRETE MONUMENT; $N54^{\circ}33'00''E$, 690 FEET TO A CONCRETE MONUMENT; $N59^{\circ}56'40''E$, 320 FEET TO A CONCRETE MONUMENT; $N80^{\circ}57'00''E$, 285 FEET TO A CONCRETE MONUMENT; $N60^{\circ}28'30''E$, 366.58 FEET TO A CONCRETE MONUMENT ON THE EAST BOUNDARY OF SECTION 25, TOWNSHIP 16 SOUTH, RANGE 32 EAST, SAID POINT BEING LOCATED $S00^{\circ}31'50''W$, 206.82 FEET FROM THE NORTHEAST CORNER OF THE SE $\frac{1}{4}$ OF THE NE $\frac{1}{4}$ OF SAID SECTION 25; THENCE SOUTH ALONG THE EAST LINE OF THE NE $\frac{1}{4}$ OF SECTION 25 TO THE SOUTHEAST CORNER OF THE NE $\frac{1}{4}$ OF SECTION 25; THENCE WESTWARDLY ALONG THE SOUTH LINE OF THE NE $\frac{1}{4}$ 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:

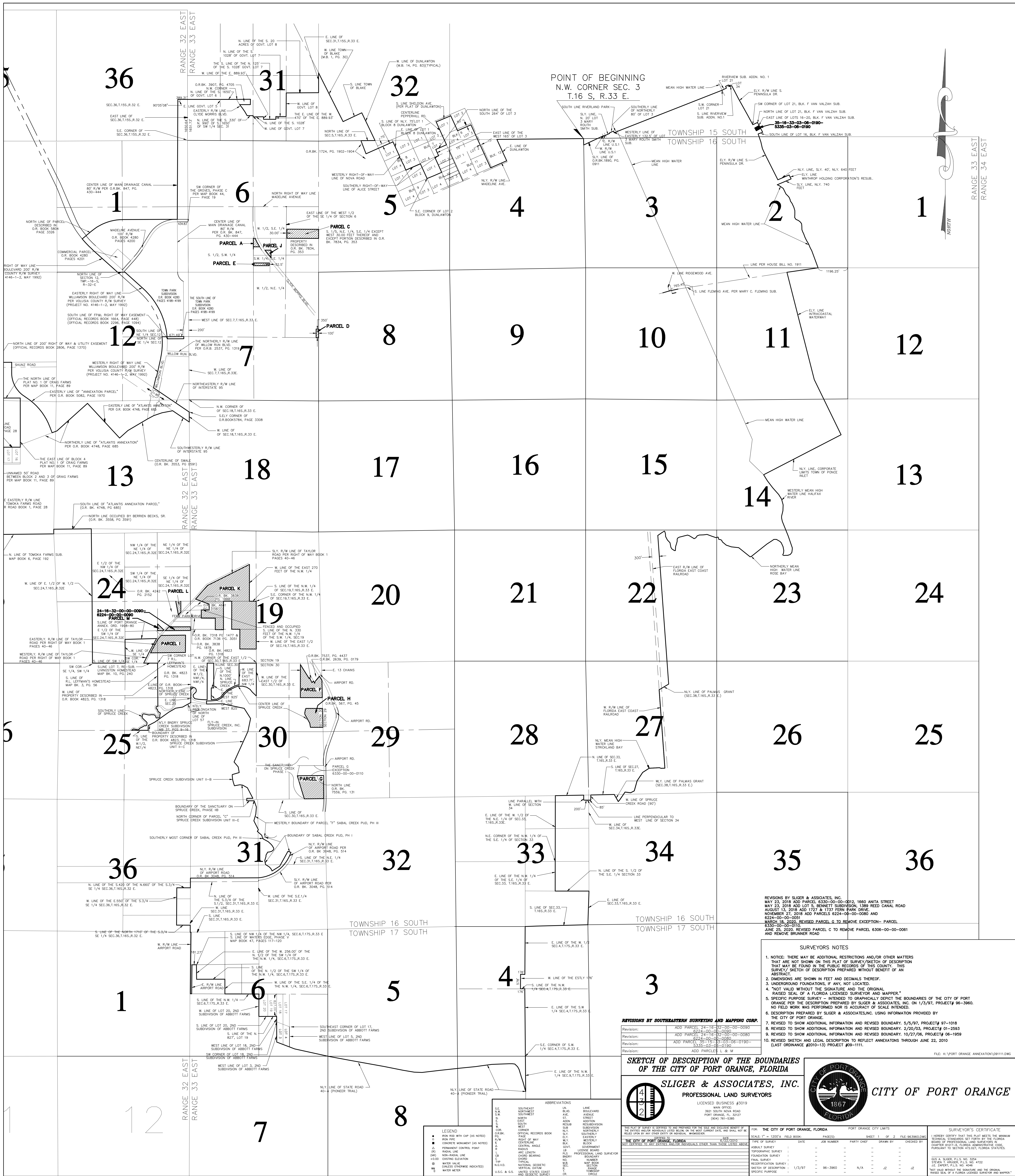
PART OF THE NW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$ AND PART OF THE SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$, SECTION 19, TOWNSHIP 16-S, RANGE 33-E AND PART OF THE NE $\frac{1}{4}$ OF THE SE $\frac{1}{4}$, SECTION 24, TOWNSHIP 16-S, RANGE 32-E VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

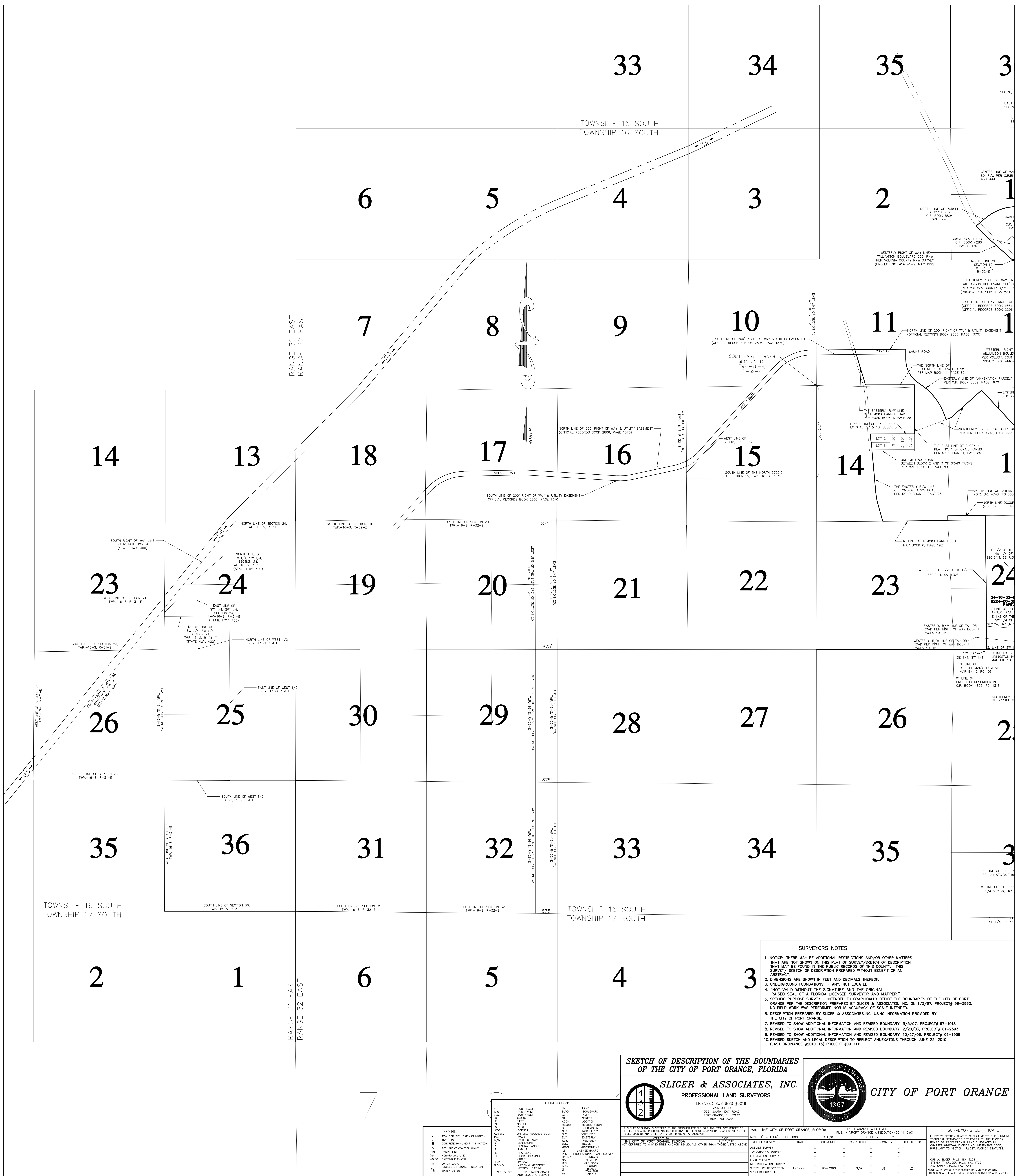
COMMENCE AT A CONCRETE MONUMENT MARKING THE NW CORNER OF THE SW $\frac{1}{4}$ OF SAID SEC. 19; THENCE $N87^{\circ}16'16''E$ ALONG THE N LINE OF SAID SW $\frac{1}{4}$ FOR A DISTANCE OF 231.03 FT. TO THE EASTERLY RIGHT-OF-WAY OF TAYLOR RD.; THENCE $N36^{\circ}51'35''E$ ALONG SAID RIGHT-OF-WAY FOR A DISTANCE OF 95.35 FT. TO THE POINT OF BEGINNING; THENCE $S71^{\circ}20'15''E$ 178.75 FT.; THENCE $S02^{\circ}39'15''E$ 342.04 FT. TO THE FENCED AND OCCUPIED SOUTH LINE OF THE NORTH 330 FT. OF THE NW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$, SECTION 19-16-33; THENCE $S87^{\circ}20'45''W$ 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 $N36^{\circ}51'35''E$ 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/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



Map created by the City of Port Orange Community Development Department

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 Statutes, 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

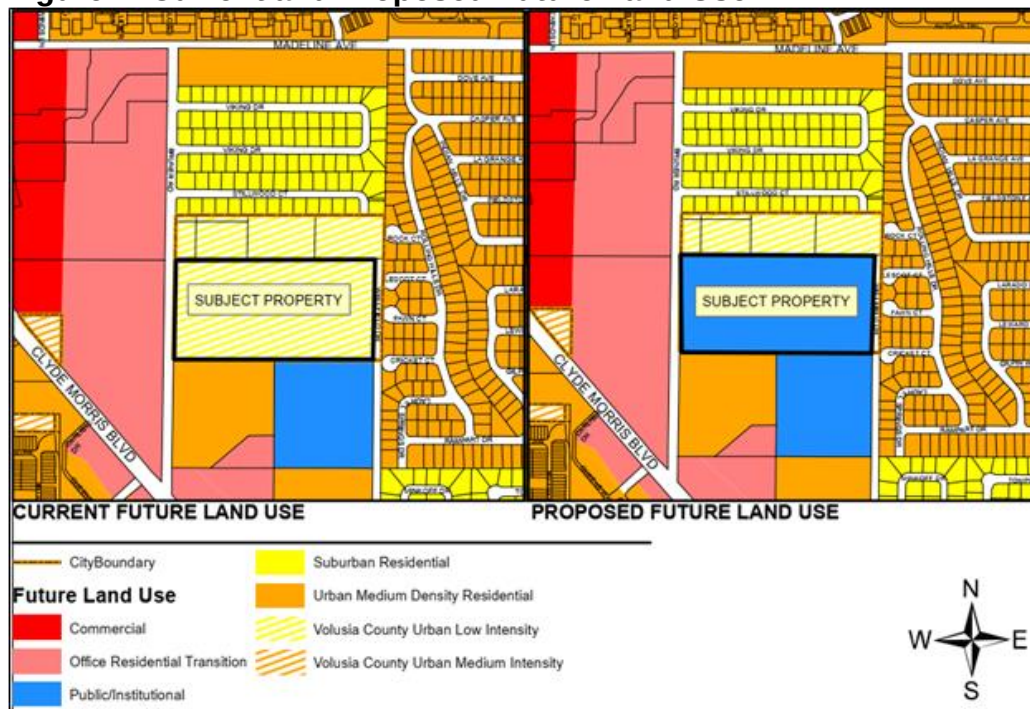
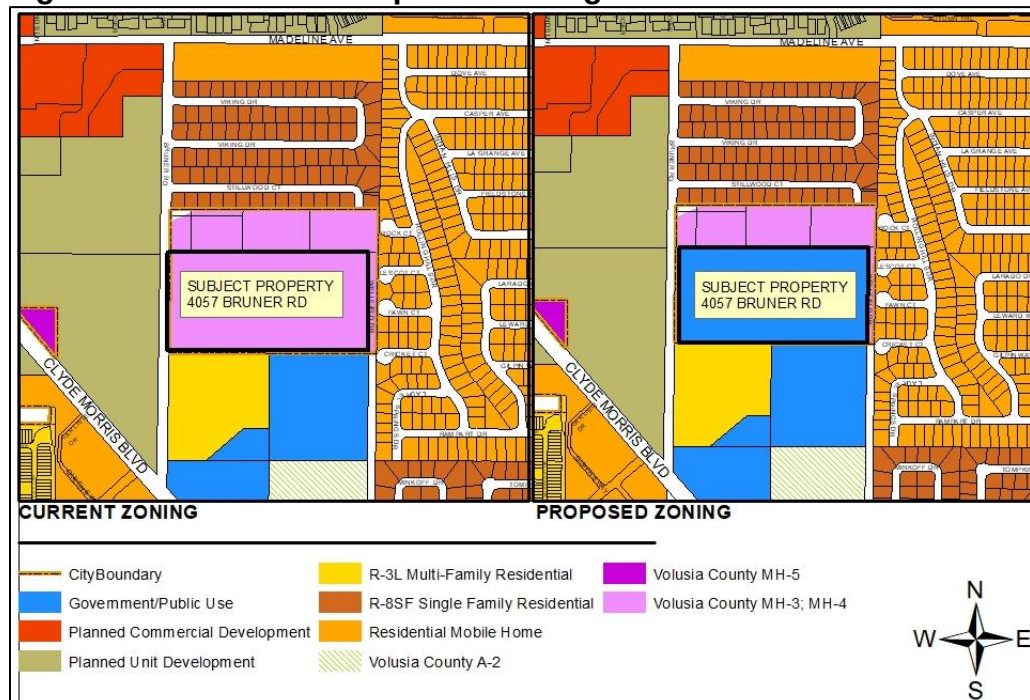


Figure 3. Current and Proposed Zoning



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 minimus. 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 8/19/2020

Consent item: No

SUBJECT: (I22) First Reading - Ordinance No. 2020-28 - Land Development Code Amendment/Chapter 9, Article II and Chapter 13

DEPARTMENT: Community Development

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance 2020-28, amending Chapter 9, Article II and Chapter 13 of the Land Development Code.

SUMMARY:

Planning Commission Action (7/23/20): Recommended Approval
Environmental Advisory Board Action (7/27/20): Recommended Approval

At the October 23, 2018 City Council Workshop, staff presented a summary of the Environmental Advisory Board's recommended modifications to the City's Tree Protection and Landscape requirements in the Land Development Code (LDC) for discussion and Council direction. Based on the discussion at the workshop, staff was asked to move forward with implementing modifications to the LDC related to tree protection/preservation and landscaping requirements. The proposed LDC amendment (Part III) is part of a series of amendments. [Part I (Ord. 2019-2) and Part II (Ord. 2019-15) were adopted in 2019.] The proposed amendment achieves the following:

1. Clarifies the process for an applicant to request approval to remove a historic tree on a non-residential site (multifamily, commercial, and industrial). Currently, the LDC states that the Environmental Advisory Board (EAB) decides the mitigation requirements after City Council grants approval of a non-residential historic tree removal. However, the past practice over the last 10 years has been to bring a request to remove a historic tree on a non-residential site to the EAB first to obtain their recommendation and then it is reviewed by the City Council. The proposed amendment would clarify the current process to require review by the EAB prior to City Council.
2. Makes the size requirement for a replacement shade tree associated with the removal of a historic tree consistent with the size requirement for a new shade tree planted on a single and two-family lot when it is developed (not associated with the removal of a historic tree). The size for any new or replacement shade tree will be consistent throughout the LDC at 2" caliper, 10' height at the time of planting.
3. Establishes tree abuse regulations for the preservation and protection of existing mature shade trees within the City. Trees will be considered abused if the following occur: 1. Cutting upon a tree which alters the natural shape; 2. Hatracking/topping to flat-cut the top of a tree, severing the leader or leaders; or pruning a tree by stubbing off mature wood; or reducing the total circumference or canopy spread not in conformance with the American National Standards Institute, A300 standards or other accepted standards as published (Figure 1); and 3. Trimming of more than one-third (1/3) of the tree canopy within a one-year period. Abused trees, on either residential or commercial property, will not be permitted to count towards the shade tree requirement for lot coverage (1 tree per 2,500 square feet) and a tree removal permit may be required to remove the abused tree if the stress caused by the tree abuse renders the tree potentially hazardous. Replacement tree(s) and/or mitigation into the City Tree Bank may also be required if the lot does not meet the minimum shade tree lot coverage requirements due to the tree abuse.
4. Establishes a penalty for the removal of a historic tree(s) on a residential property and removal of any tree 6-inches or greater DBH on a residential or non-residential (multi-family, commercial, industrial, institutional) property without an approved tree removal permit. Also clarifies the assessment of a penalty fee already in the LDC for the removal of a historic tree on a non-residential (multi-family, commercial, industrial,

institutional) without City Council approval. For each subsequent violation by the same property owner, the amount of mitigation will be double.

Removal of a tree 6-inches or greater DBH on residential or non-residential property without a permit will result in the applicant having to pay twice the amount of the regular permit fee and install required replacement trees per the LDC. The removal of a historic tree on a residential property (one or two family lot or parcel) without a permit will result in the applicant paying twice the amount of the regular permit fee, installing the required number of replacement trees or making a mitigation payment to the City Tree Bank. The removal of a historic tree on a non-residential property without a permit will result in the applicant paying double the regular permit fee, installing the required number of replacement shade trees or a mitigation payment to the City Tree Bank in accordance with Resolution 02-71 (currently in the LDC), and the payment of a flat \$5,000 fine to the City Tree Bank. If the proposed LDC text amendment is approved at 1st reading, staff will revise Resolution 02-71 to be approved with 2nd reading.

5. Establishes in the LDC that the acceptable shade tree, understory tree, shrub, ornamentals, lawn grass and prohibited species of plant materials lists will be adopted by resolution. Adopting the landscape materials lists through a resolution provides a quicker and more flexible option to update the lists compared to processing a LDC text amendment (4 months). The EAB plans to review this list annually and make recommendations to City Council based on the most recent edition of the Florida Exotic Pest Plant Council Invasive Plant List (FLEPPC) and which plant materials best meet the minimum standards to survive and thrive in this subtropical hardiness zone. If the proposed LDC text amendment is approved at 1st reading, staff will prepare the plant materials lists to be approved with 2nd reading.

The following code amendments to Chapter 9 and 13 of the LDC may not apply in cases when removal of a tree(s) through a City issued tree removal permit is preempted by Florida Statute with a certified arborist or landscape architects report.

Project No.: Funding Account No.:

Presenter: Penelope Cruz

ATTACHMENTS:

1.	Ordinance No. 2020-28	Ordinance 2020-28 Tree Protection.pdf
2.	CC Staff Report - LDC Trees Part 3	CC Staff Report - LDC Trees Part 3 .pdf

Penelope Cruz
Tim Burman
Shannon Balmer
Jake Johansson
Robin Fenwick

Created/Initiated - 7/29/2020
Approved - 7/29/2020
Approved - 8/6/2020
Approved - 8/6/2020
Final Approval - 8/7/2020

ORDINANCE NO. 2020-28

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA AMENDING THE LAND
DEVELOPMENT CODE CHAPTER 9, ARTICLE II AND
CHAPTER 13 RELATING TO UPDATING REQUIREMENTS
FOR TREE PROTECTION AND PRESERVATION, AND
LANDSCAPING REQUIREMENTS; PROVIDING FOR
REPEAL OF CONFLICTING ORDINANCES; PROVIDING
FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE
DATE.

WHEREAS, the Planning Commission has recommended amendments to the Land Development Code; and

WHEREAS, the proposed amendment would establish a process for an applicant to request approval to remove a historic tree on a non-residential site (multifamily, commercial, and industrial); and

WHEREAS, the proposed amendment would establish a penalty for the removal of a historic tree(s) on a residential property and removal of any tree 6-inches or greater at DBH (diameter breast height) on a residential or non-residential (multi-family, commercial, industrial, institutional) property without an approved tree removal permit; and

WHEREAS, the proposed amendment would establish tree abuse regulations for the preservation and protection of existing mature shade trees within the City; and

WHEREAS, the proposed amendment would establish the list of acceptable and prohibited landscape materials through a resolution providing for a more expeditious process for updating landscape materials requirements; and

WHEREAS, the proposed amendment is necessary to improve the content of the existing Land Development Code ("Code") in an effort to make the tree protection and

preservation, and landscaping requirements more uniform and to encourage developers to consider alternative layouts to save more specimen trees; and

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

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

SECTION 1: The City Council of the City of Port Orange hereby amends in part the Land Development Code, City of Port Orange, Florida, Chapter 9, Article II– Tree Preservation, to read as follows:

LAND DEVELOPMENT CODE OF THE CITY OF PORT ORANGE, FLORIDA
Chapter 9, Article II: - Tree Preservation

[No Change Section 9]

Section 9.5: - Definitions.

Act of God. An act that is direct, immediate, and by exclusive operation of the forces of nature, uncontrolled and uninfluenced by the power of man and without human intervention and is of such a character that it could not have been prevented or escaped from by any amount of foresight or prudence, or by any reasonable degree of care or diligence, such as lightning, tempests, perils of the seas, tornadoes, earthquakes, sudden death.

Caliper. The minimum trunk diameter of a replacement tree as measured at a predetermined required point of measurement. Trunk diameter for trees up to four inches shall be measured six inches above the soil line. All trees over four inches in diameter shall be measured 12 inches above the soil line.

Cross sectional area.

$$(Pi d^2)/4$$

d = diameter of tree (measured at diameter at breast height (DBH))

Pi = 3.1417 (rounded)

Dead tree. A tree which has lost its ability to absorb nutrients and has ceased producing live foliage or green wood during its normal growing season.

Deteriorated tree. A tree which is degenerated or damaged to the point where the death of the tree is imminent or to the point where the tree poses a significant hazard.

Diameter at breast height (DBH). Trunk diameter of tree measured four and one-half feet above soil level. If a tree forks within four and one-half feet of the soil line, each fork shall be considered a separate tree.

Diseased tree. A tree which is degenerated or damaged by a biological pathogen or pest to the point where the death of the tree is imminent or to the point where the tree poses a significant hazard.

Drip line. A line extending vertically and at right angles between the outermost portion of the tree crown and the ground.

Hattracking/Topping. To flat-cut the top of a tree or drastic removal, severing the leader or leaders; or pruning a tree by stubbing off mature wood; or reducing the total circumference or canopy spread not in conformance with the American National Standards Institute, A-300 standards or other accepted standards as published.

Historic tree. Any Live Oak (*Quercus virginiana*) or Bald Cypress (*Taxodium distichum*) 36 inches DBH or greater or any other tree which is 36 inches DBH or greater and is determined by the local governing body to be of such unique and intrinsic value to the general public because of its size, age, historic association, or ecological value as to justify this classification. Any tree in this ~~county-city~~ selected and duly designated a Florida State Champion, United States Champion or a World Champion by the American Forestry Association shall likewise be within this definition.

Mitigation. Actions including but not limited to planting of replacement tree(s) and/or contribution to a tree bank, required to be taken by a person to offset environmental impacts of permitted activities.

Replacement tree. A tree of Florida grade #1 or better quality, with a caliper and minimum height as determined by section 15(b) for replacement of trees other than historic and section 16.5 for replacement of historic trees. Replacement trees must be of a species on the approved tree list established by city Resolution as may be amended from time to time ~~found in chapter 13, section 6.~~

Remove or removal. Actual or effective displacement of trees through killing, damaging or destroying.

Specialist. Person certified by the International Society of Arboriculture or having a degree in forestry management, horticulture or landscape architecture and having worked in the field of tree maintenance for at least four years.

Specimen tree. Species listed in section 16(a).

Tree. Any woody self-supporting plant characterized by having a single trunk or multistem trunk system with well-developed crown, capable of reaching ten feet high as measured from its base.

Tree bank. City account for purchase and installation of trees and irrigation in city parks, rights-of-way, and public open spaces.

Section 10: - Permit requirements for tree removal.

- (a) It is hereby unlawful for any person to cut down, move, remove or destroy through damaging or to authorize the same, of any tree or natural vegetation referenced in this article without obtaining a tree removal permit in accordance with the provisions of this article. Failure to obtain a permit for tree removal may subject the party to penalties as set forth in section 22.6.

[No Changes Section 10(b) thru (d)]

[No Changes Sections 11– 16]

Section 16.5: - Historic tree protection requirements.

- (a) Upon receipt of an historic tree removal ~~request~~ permit application city staff shall inspect and determine whether or not a historic tree is healthy, deteriorated, diseased or dead. If the applicant is in disagreement with staff's determination as to the health of the tree then staff shall hire a specialist to determine whether the tree is healthy, deteriorated, diseased or dead. The specialist shall report to staff and not the applicant. However, the applicant shall pay the cost of the specialist. Any objections to the choice of specialists shall be heard by the environmental advisory board. On a finding of bias or other valid reason the environmental advisory board shall disqualify the specialist and choose another specialist. The new specialist shall report to staff and not the applicant. The applicant shall pay for the disqualified specialist and the new specialist.
- (b) Removal of historic trees on multifamily, commercial, industrial and institutional lots or parcels shall be mitigated by the party removing the trees with replacement trees or by a contribution to the tree bank or a combination of replacement trees and a contribution to the tree bank.
 - (1) Historic trees which are not diseased, deteriorated or dead shall be mitigated in an amount as established by resolution by city council. If a tree is removed without city staff having an opportunity to inspect the tree to determine whether the tree is healthy, deteriorated, diseased, or dead, then the tree shall be considered healthy and shall be mitigated in amount as established by resolution by city council. Failure to obtain a permit for tree removal may subject the party to penalties as set forth in section 22.6.
 - (2) Historic trees that are determined to be deteriorated and/or diseased shall be mitigated in an amount as established by resolution by city council.
 - (3) Historic trees determined to be dead by city staff or a specialist as proscribed in part (a) above shall require no mitigation.
 - (4) Replacement trees shall be a minimum of four and one-half-inch caliper measured 12 inches above the ground, at least 14 feet in height at time of planting.
 - (5) The environmental advisory board (EAB) may recommend ~~is established as the body with the authority to decide~~ mitigation requirements for historic tree removal, provided by city staff, based upon the resolution adopted by city council, ~~and after city council grants approval of historic tree removal.~~ In the interest of flexibility and fairness, the environmental advisory board (EAB) may allow a party to mitigate the replacement of a historic tree through any combination of replacement trees, and/or contribution to the city's tree bank provided that the combination equals or exceeds the required percentage of the total cross sectional area of the removed historic tree as established by resolution by city council.
 - (6) The city council shall establish by resolution the amount of replacement trees which shall be planted or the amount of money which shall be deposited in the tree bank in order to mitigate for removal of various sizes of historic trees.
- (c) Historic trees on single-family and two-family lots that are approved for removal by city council shall be replaced whenever the proposed removal will result in less trees than required for single and two-family residences as outlined in ~~section 5.5,~~ Chapter 13. Replacement trees for historic trees on single-family and two-family lots shall be a minimum of ~~one-inch caliper,~~

at eight feet high two-inch caliper, at ten-feet in height. Failure to obtain a permit for tree removal may subject the party removing the tree(s) to penalties as set forth in section 22.6.

- (d) City staff or an authorized representative of the city may allow removal of a historic tree in an emergency prior to city council approval in cases where such trees are diseased, dead, deteriorated or damaged by fire, windstorm, lightning, or other acts of God, and pose imminent danger to life or property. Whether a historic tree is diseased, dead, or damaged by fire, windstorm, lightning, or other acts of God shall be determined according to the process under part (b) of this section. In such a case, the item would go before city council after the fact, and mitigation would require approval by the environmental advisory board for lots other than single or two-family residential.

[No Changes Sections 17 – 20]

Section 20.5: – Tree Abuse.

- (a) Generally. Tree abuse is prohibited. Abused trees may not be counted toward fulfilling landscape requirements. The city may require the abused trees to be replaced in accordance with Chapter 9, Article II, of this code. Abused trees may subject the party removing the trees to penalties as set forth in section 22.6.
- (b) Prohibited acts. A tree shall be considered abused if a person takes an action so that one of the following occurs:
- 1) Cutting upon a tree which alters the natural shape.
 - 2) Hattracking/topping as defined in Chapter 9, Article II, of this code.
 - 3) Trimming of more than one-third (1/3) of the tree canopy within a one-year period.
- (c) Exceptions. Exceptions to this section are as follows:
- 1) Understory trees and any trees listed on the most recent edition of the Florida Exotic Pest Plant Council Invasive Plant List are not protected by this section.
 - 2) Utility line clearing in conformance with ANSI A-300 and ANSI Z133.1 safety standards and National Electrical Safety Code clearances does not constitute tree abuse.
 - 3) Trees severely damaged by hurricane, windstorm, flood, lightning or other natural phenomena does not constitute tree abuse.
- (d) Any party found to have abused any tree as described above shall be required to submit a tree removal permit application and either replace said tree and/or pay a mitigation fee to the City Tree Bank as set forth in section 22.6.

[No Changes Sections 21 – 22.5]

Section 22.6: - Penalties.

- (a) Any party found to have removed, or killed a historic tree without a permit, shall pay twice the amount of the regular permit fee which would have been due had the permit been obtained prior to commencing work, and shall be required to pay a mitigation fee to the City Tree Bank for each replacement tree which is not planted. The amount of such mitigation shall be as normally required by resolution of the City Council. The minimum specifications for historic tree replacement shall be in accordance with section 16.5 of this chapter. For each subsequent violation by the same property owner, the amount of such mitigation shall be twice the required mitigation amount. In addition, any party found to have removed, or killed a historic tree without a permit on multifamily, commercial, industrial and institutional lots or

~~parcels shall also pay up to a \$5,000.00 fine in addition to the penalties listed above, and shall be required to mitigate the cross-sectional area of the tree removed as required by this article. Failure to mitigate the cross sectional area of a historic tree removed by permit or without a permit shall subject the party to a fine as required under section 1-8(a) of this code. For purposes of this section each day a party fails to mitigate the cross-sectional area of the tree removed shall constitute a separate offense.~~

- (b) Any party found to have removed any tree that is 6-inches or greater DBH that is not a historic tree without a permit shall pay twice the amount of the regular permit fee which would have been due had the permit been obtained prior to commencing work and shall provide mitigation as required by this code/and or resolution of the City Council for each replacement tree which is not planted. For each subsequent violation by the same property owner, the amount of such mitigation shall be twice the required mitigation amount.
- (c) Any party found to have abused any tree as outlined in section 20.5 of this chapter shall be shall pay twice the amount of the regular permit fee which would have been due had the permit been obtained prior to commencing work and shall provide mitigation as required by this code and/or resolution of the City Council. For each subsequent violation by the same property owner, the amount of such mitigation shall be twice the required mitigation amount. If a historic tree is abused, the penalty in section 22.6(a) shall apply.
- (d) Nothing in this section shall be interpreted to limit enforcement of this article by any other remedy including but not limited to remedies provided in the land development code, the city ordinances or general law.
- (e) Penalty fees shall be waived for emergency work if the work was required to prevent or minimize property damage, or a life safety hazard caused by an act of God or natural phenomenon, if the City was closed for business at the time of the emergency, provided that the required permit and supporting documents confirming the emergency nature of the tree removal is applied for on the first working day thereafter. The waiving of penalty fees shall not waive replacement tree requirements and/or mitigation as may be required by this code.

SECTION 2: The City Council of the City of Port Orange hereby amends in part the Land Development Code, City of Port Orange, Florida, Chapter 13, Landscaping and Buffers, to read as follows:

LAND DEVELOPMENT CODE OF THE CITY OF PORT ORANGE, FLORIDA
Chapter 13: - Landscaping and Buffers

[No Changes Sections 1 – 5.5]

Section 6: - Landscape materials.

- (a) *Landscape material selection.* The species of required landscape materials shall be selected based on the existing and neighboring vegetative communities, soil types, proposed function of the materials, cold tolerance, existence of utilities or overhead power lines and aesthetics. In addition, landscape materials shall be selected in accordance with the following.

- (1) A minimum of 75 percent of the required shade trees to be planted on any one site shall be native trees. A list of approved species is provided ~~under paragraph (b) below.~~ by separate Resolution as may be amended from time to time.
- (2) Aside from lawn areas, a minimum of 75 percent of the required landscape materials to be planted on any one site shall be drought or moderate drought ~~resistant~~ resistant plantings incorporated into a low or moderate water use zone. A list of approved plantings to satisfy this requirement is provided ~~under paragraph (b) below.~~ by separate Resolution as may be amended from time to time.
- (3) Landscape plans shall be designed to group landscape materials together into zones according to water use needs as follows:
 - (a) High water use zone.
 - (b) Moderate water use zone.
 - (c) Low water use zone.

Plant materials may be grouped with those associated with the same or a higher water use zone.

- (4) A maximum of 40 percent of the total landscape area may be planted with lawn grasses. Such grasses should be consolidated and limited to areas subject to pedestrian traffic or recreational use, where soil erosion control is needed, or where it will serve as a design unifier or some other practical use. Deferred parking and grass parking areas shall not be considered part of the total landscape area for purposes of calculating the allowable lawn percentage. Parks and recreation areas shall be exempt from this lawn percentage limitation.
 - (5) A maximum of 20 percent of the landscape areas on a site may be covered with an impervious surface.
 - (6) All planting beds shall be filled with a minimum of two inches of clean, weed free organic mulch, with three inches being the preferable mulch depth. A maximum of 25 percent of these mulch areas may consist of nonorganic decorative material such as crushed rock, gravel, marble, and other similar materials.
- (b) *Minimum specifications.* All landscape material required to satisfy this code shall be Florida No. 1 Grade or better, according to the current Grades and Standards for Nursery Plants, State of Florida Department of Agriculture. In addition, all landscape material shall satisfy the ~~following~~ minimum specifications established by Resolution as may be amended from time to time.
- (1) *Shade trees.* Shade tree species shall be a minimum of two-inch caliper and ten feet in height at the time of planting. For purposes of this paragraph, the caliper shall be measured at six inches above the ground for trees up to four inches in diameter at planting and 12 inches above the ground for trees over four inches in diameter at planting. Palms may be used for up to 25 percent of required shade trees when planted in the quantities specified in the ~~chart below.~~ established landscape material Resolution. Understory trees may be substituted for up to 25 percent of required shade trees when planted in groups of two or more per required tree. All shade trees shall be staked and guyed at the time of planting in accordance with the details of this section. ~~Below is a list of approved native shade trees and palm tree equivalents.~~

Common Name		— Botanical Name
{X}	Ash, Green (D)	<i>Fraxinus pennsylvanica</i>
	Ash, Water (D)	<i>Fraxinus caroliniana</i>
	Bay (E)	<i>Persea</i> spp.
	Bay, Loblolly (E)	<i>Gordonia lasianthus</i>
{XX}	Camphor Tree (E)	<i>Cinnamomum camphora</i>
	Cypress, Bald (D)	<i>Taxodium distichum</i>
	Cypress, Leyland (E)	<i>Cyressocyparis leylandii</i>
	Cypress, Pond (D)	<i>Taxodium ascendens</i>
{X}	Elm, American (D)	<i>Ulmus americana</i>
{XX}	Elm, Chinese (D)	<i>Ulmus parvifolia</i>
{XX}	Golden Rain Tree (D)	<i>Koelreuteria elegans</i>
{XX}	Hickory, Pignut (D)	<i>Carya glabra</i>
	Hickory, Water (D)	<i>Carya aquatica</i>
{XX}	Loquat, Japanese Plum (E)	<i>Eriobotrya japonica</i>
{XX}	Magnolia, Southern (E) Maple, Red (D) Maple, Silver (D)	<i>Magnolia grandiflora</i> <i>Acer rubrum</i> <i>Acer saccharinum</i>
{XX}	Oak, Laurel (E)	<i>Quercus laurifolia</i>
{XX}	Oak, Live (E)	<i>Quercus virginiana</i>
{XX}	Oak, Pin (E)	<i>Quercus palustris</i>
{XX}	Oak, Shumard Red (D)	<i>Quercus shumardii</i>
{XX}	Oak, Turkey (D)	<i>Quercus laevis</i>

{XX}	Oak, Water (E)	Quercus nigra
{XX}	Oak, Willow (E)	Quercus phellos
{XX}	Palm, Cabbage (3)	Sabal palmetto
{XX}	Palm, Canary Island Date (1)	Phoenix canariensis
{XX}	Palm, Chinese Fan (1)	Livistona chinensis
{XX}	Palm, European Fan (1)	Chamerops humilis
{XX}	Palm, Medjool Date (1)	Phoenix dactylifera "Medjool"
{XX}	Palm, Pindo (1)	Butia capitata
{XX}	Palm, Queen (3)	Syagrus romanzoffiana
{XX}	Palm, Washington (3)	Washingtonia robusta
{XX}	Palm, Wild Date (1)	Phoenix sylvestris
{XX}	Palm, Windmill (3)	Trachycarpus fortunei
{XX}	Pine, Loblolly (E)	Pinus taeda
{XX}	Pine, Long leaf (E)	Pinus palustris
{XX}	Pine, Slash (E)	Pinus elliotii
{XX}	Pine, Sand (E)	Pinus clausa
{XX}	Sugarberry (D)	Celtis laevigata
	Sweetbay (D)	Magnolia virginiana
{XX}	Sweetgum (D)	Liquidambar styraciflua
	Sycamore (D)	Platanus occidentalis
	Willow, Weeping (D)	Salix babylonica

KEY:~~(X) — Xeriscape moderate drought tolerance~~~~(XX) — Xeriscape high drought tolerance~~~~(D) — Deciduous~~~~(E) — Evergreen~~~~(3) — Number of palm trees equivalent to one shade tree~~

- (2) *Understory trees.* Understory tree species shall be a minimum of one and one-half-inch caliper and eight feet in height at the time of planting. For purposes of this paragraph, the caliper shall be measured at six inches above the ground for trees up to four inches in diameter at planting and 12 inches above the ground for trees over four inches in diameter at planting. Multi-trunk species shall be full and upright. All understory trees shall be staked and guyed at the time of planting in accordance with the details of this section. ~~Below is a list of approved understory trees.~~

Common Name		— Botanical Name
(XX)	Cedar, Red (E)	Juniperus virginiana
(X)	Cherry Laurel (E)	Prunus caroliniana
(XX)	Grape Myrtle (D)	Lagerstroemia indica
(XX)	Dogwood, Flowering (D)	Cornus florida
(XX)	Elm, Winged (D)	Ulmus alata
(XX)	Holly, American (E)	Ilex opaca
(XX)	Holly Dahoon (E)	Ilex cassine
(XX)	Holly, East Palatka	Ilex attenuata
(XX)	Holly, Yaupon (E)	Ilex vomitoria
(XX)	Jerusalem Thorn (D)	Parkinsonia aculeata
(XX)	Oak, Myrtle (E)	Quercus myrtifolia
(XX)	Oak, Sand Live (E)	Quercus geminata
(XX)	Oleander (E)	Nerium oleander

(XX)	Palm, Chinese Fan	Livistona chinensis
(XX)	Palm, Pindo	Butia capitata
(XX)	Palm, Pygmy Date	Phoenix roebelinii
(XX)	Palm, Windmill	Trachycarpus fortunei
(X)	Podocarpus, Nagi (E)	Podocarpus nagi
(X)	Podocarpus, Yew (E)	Podocarpus macrophyllus
	Privet, Glossy (E)	Ligustrum lucidum
(X)	Privet, Japanese (E)	Ligustrum japonicum
(XX)	Redbud (D)	Cercis canadensis
(XX)	Wax Myrtle (E)	Myrica cerifera
	Willow, Coastal Plain (E)	Salix caroliniana

~~KEY:~~~~(X) — Xeriscape moderate drought tolerance~~~~(XX) — Xeriscape high drought tolerance~~~~(D) — Deciduous~~~~(E) — Evergreen~~

- (3) *Shrubs*. Shrubs shall be a minimum of three-gallon container 18 to 24 inches in height immediately after planting. Shrubs shall be planted no more than 30 inches apart on centers, and in groups of no less than three each. Alternate spacing and grouping, when appropriate to ensure proper growth and screening, may be approved through the administrative variance procedure specified in section 9 of this chapter. Below is a list of approved shrubs. Variegated and other similar variations of species shall also be permitted provided identical dimensional and functional results are achieved.

Common Name		— Botanical Name
(X)	Arborvitae, Oriental (E)	Platycladus orientalis
	Azalea (E)	Rhododendron hybrids

{X}	Boxwood, Japanese {E}	<i>Buxus microphylla</i>
{X}	Crape Myrtle {D}	<i>Lagerstroemia indica</i>
{X}	Cypress, Leylandii {E}	<i>Cyressocyparis leylandii</i>
{X}	Feijoa {E}	<i>Feijoa sellowiana</i>
{X}	Holly, Ambigua {D}	<i>Ilex ambigua</i>
{X}	Holly, American {E}	<i>Ilex opaca</i>
{X}	Holly, Burford {E}	<i>Ilex cornuta</i>
{XX}	Holly, Yaupon {E}	<i>Ilex vomitoria</i>
{XX}	Juniper {E}	<i>Juniperus spp.</i>
{XX}	Palmetto, Saw	<i>Serenoa repens</i>
{XX}	Palmetto, Scrub	<i>Sabal etonia</i>
{X}	Photinia, Red leaf {E}	<i>Photinia glabra</i>
{X}	Photinia, Red tip Fraserii {E}	<i>Photinia fraserii</i>
{X}	Pittosporum, Japanese {E}	<i>Pittosporum tobira</i>
{X}	Podocarpus, Nagi {E}	<i>Podocarpus nagi</i>
{XX}	Podocarpus, Yew {E}	<i>Podocarpus macrophyllus</i>
{X}	Privet, Chinese {E}	<i>Ligustrum sinense</i>
{X}	Privet, Florida {D}	<i>Forestiera segregata</i>
{XX}	Privet, Japanese {E}	<i>Ligustrum japonicum</i>
{XX}	Sage, Texas {E}	<i>Leucophyllum frutescens</i>
{XX}	Silverthorn {E}	<i>Elaeagnus pungens</i>
	Viburnum, Sandankwa {E}	<i>Viburnum suspensum</i>

(X)	Viburnum, Sweet (E)	Viburnum odoratissimum
(XX)	Wax Myrtle (E)	Myrica cerifera

~~KEY:~~~~(X) — Xeriscape moderate drought tolerance~~~~(XX) — Xeriscape high drought tolerance~~~~(D) — Deciduous~~~~(E) — Evergreen~~

- (4) ~~Ornamentals.~~ Ornamental plantings ~~as defined below~~, shall be minimum one-gallon container grown species, unless otherwise noted ~~below in the landscape material Resolution~~, and spaced on centers necessary to provide 100 percent aerial coverage within a maximum of two years, applicable to each plant type. Where this code permits shrub equivalency, the quantity listed in the ~~chart below~~ landscape materials Resolution shall be required to equal one shrub. ~~The following is a list of approved ornamentals.~~ Variegated varieties and other similar variations shall also be permitted provided identical dimensional and functional results are maintained.

	Common Name	Botanical Name
(XX)	Asparagus Fern (3)*	Asparagus densiflorus
(X)	Cast Iron Plant (2)	Aspidistra elatior
(XX)	Coontie (1)**	Zamia floridana
(X)	Crinum Lily (1)**	Crinum asiaticum
(XX)	Crown of Thorns (3)**	Euphorbia milli
(XX)	Day Lily (3)	Hemerocallis spp.
(X)	Garlic, Society (3)	Tulbaghia violacea
(XX)	Hawthorn, Indian (1)**	Rapheolepis indica
(X)	Jasmine, Confederate (4)**	Trachelospermum jasminoides
(X)	Jasmine, Small leaf Confederate (4)	Trachelospermum asiaticum
(XX)	Juniper (2)**	Juniperus spp.

(XX)	Lily Turf, Creeping (4)	Liriope spicata
(XX)	Liriope (3)	Liriope muscari
(X)	Mondo Grass (4)	Ophiopogon japonicus
(XX)	Morning Glories (4)	Ipomoea spp.
(XX)	Palm, Sago (1)**	Cycas spp.
(X)	Pampas Grass (1)**	Cortaderia selloana
(X)	Pittosporum, Dwarf (1)**	Pittosporum tobira "Wheeleri"
(XX)	Sunflower, Beach (2)	Helianthus debilis

KEY:~~(X) — Xeriscape moderate drought tolerance~~~~(XX) — Xeriscape high drought tolerance~~~~* — Number in parentheses denotes shrub equivalency~~~~** — Minimum three-gallon container growth specification~~

- (5) *Lawn grass.* All grassed areas, except large open turf areas such as retention area bottoms and play fields, shall be sodded with any species of grass common to Central Florida. The use of St. Augustine sod is recommended for areas subject to regular manicuring and heavy pedestrian traffic. Generally, this type of grass should be used in areas which are viewed at a close distance. Bahia sod is recommended for retention areas, slopes, repair of rights-of-way, overflow grassed parking, play fields and other large turf areas which are not generally manicured. ~~Below is a list of approved lawn grasses.~~

Common Name		Botanical Name
(X)	Bahia	Paspalum notatum
(X)	Bermuda	Cynodon dactylon
	Centipede	Eremochloa ophiuroides
	St. Augustine	Stenotaphrum secundatum
(X)	Zeysia	Zeysia spp.

The city may approve other lawn grasses in addition to those listed ~~above~~ in the landscape materials Resolution, providing that documentation defining the characteristics of the proposed grass, including appearance, growing requirements, and growth rate, substantiate its suitability for its intended purpose.

- (6) *Mulch.* All planting beds shall be filled with a minimum of two inches of clean, weed free organic mulch, with three inches being the preferable mulch depth. A maximum of 25 percent of these mulch areas may consist of nonorganic decorative material such as crushed rock, gravel, marble, and other similar materials.
- (7) *Alternative landscaping materials.* The city may approve alternative landscape materials to satisfy xeriscape requirements when such materials are determined to be drought resistant. Determination shall be based on certified documentation provided by a registered landscape architect or printed in a recognized professional or informational publication.
- (8) *Prohibited vegetative species:* ~~The following~~ Prohibited species identified in the landscape materials Resolution shall not be included in any landscaping design due to their aggressive, invasive nature:.

Common Name	Botanical Name
Australian Pine	Casuarina <i>equisetifolia</i>
Australian Pine	Casuarina <i>leipconphloia</i>
Brazilian Pepper	Schinus terebinthifolius
Pink Tree	Maleleuca <i>leucadendron</i>

In addition, no plant species prohibited by the Florida Department of Environmental Protection (DEP) shall be included in any landscape design.

[No Changes Subsections (c), (d)]

[No Changes Sections 7 thru 10]

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: 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 5: If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6: This Ordinance shall take effect immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney



STAFF REPORT

CASE NO. 20-25000004

LDC Amendment/Chapter 9, Article II and Chapter 13

REQUEST:	To Chapter 9, Article II and Chapter 13 of the Land Development Code (LDC) to update the historic tree removal process, update penalty fees, create tree abuse regulations, and to remove the landscape materials lists from the LDC and to adopt them by resolution.
APPLICANT:	City of Port Orange
STAFF RECOMMENDATION:	Approval
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
PLANNING COMMISSION:	Recommended Approval (July 23, 2020)
CITY COUNCIL:	August 19, 2020

SUMMARY OF PROPOSED AMENDMENT

The proposed amendments are intended to improve the content of the existing code, as part of an on-going maintenance effort. The proposed amendments include clarifications and minor changes that are simple clean-up items that make the code more efficient to use, and code improvements that includes changes to the content of the existing code that are intended to address problems or issues encountered when applying the code.

At the October 23, 2018 City Council Workshop, staff presented a summary of the Environmental Advisory Board's recommended modifications to the City's Tree Protection and Landscape requirements in the Land Development Code (LDC) for discussion and Council direction. Based on the discussion at the workshop, staff was asked to move forward with implementing modifications to the LDC related to tree protection/preservation and landscaping requirements. The proposed LDC amendment is part of a series of amendments. [Part I (Ord. 2019-2) and Part II (Ord. 2019-15) were adopted in 2019.]

Historic Tree Removal Process (Chapter 9, Article II, Section 16.5)

Removal on Non-Residential Site:

The proposed amendment clarifies the process for an applicant to request approval to remove a historic tree on a non-residential site (multifamily, commercial, and industrial). Currently, the LDC states that the Environmental Advisory Board (EAB) decides the mitigation requirements after City Council grants approval of a non-residential historic tree removal. However, the past practice over the last 10 years has been to bring a request to remove a historic tree on a non-residential site to the EAB first to obtain their recommendation and then it is reviewed by the City Council. The proposed amendment would clarify the current process to require review by the EAB prior to City Council. This allows the EAB to provide a recommendation to the City Council on the removal request and the historic tree mitigation options including replacements, a contribution to the tree bank, or a combination of both per Resolution 02-71 as may be amended.

Removal on Single-Family & Two-Family Lots:

There are no changes being proposed to the historic tree removal process for single-family and two-family residential lots with this proposed amendment. Currently, staff reviews the request and provides a recommendation to City Council. If approved by City Council and the removal results in less than the required 1 shade tree per 2,500 square-feet of lot coverage [LDC Ch.13, Sec. 5.5(a)(1)], a replacement shade tree is required.

However, the proposed amendment does change the size requirement for a replacement shade tree on one and two-family lots from 1" caliper, 8' height to 2" caliper, 10' height at the time of planting. The proposed change will not affect the number of shade trees required on a lot, only make the size requirement for new and replacement shade trees when a historic tree is removed consistent with the size requirement for new and replacement shade trees on single and two-family lots [LDC Ch.13, Sec. 5.5(a)(1)].

Tree Abuse Regulations (Chapter 9, Article II, Section 9.5 and Section 22.6)

Tree hatracking or topping involves the drastic removal or cutting back of large branches and limbs on trees leaving stubs. Hatracking/topping can make a tree hazardous and reduce its life by making the tree more susceptible to internal rot, insects, and disease. While many choose to reduce the tree canopy because of the tree interferes with the view, sunlight or because of a concern for personal or property safety, hatracking/topping of trees is a form of stress that can be avoided. Due to the stress that hatracking/topping places on a tree, it increases the chances of maintenance of a potentially hazardous tree.

The proposed amendment establishes tree abuse regulations within the LDC to enhance the preservation and protection of existing mature shade trees within the City. Trees will be considered abused if the following occur:

1. Cutting upon a tree which alters the natural shape;
2. Hatracking/topping to flat-cut the top of a tree, severing the leader or leaders; or pruning a tree by stubbing off mature wood; or reducing the total circumference or canopy spread not in conformance with the American National Standards Institute, A300 standards or other accepted standards as published (Figure 1); and
3. Trimming of more than one-third (1/3) of the tree canopy within a one-year period.

The proposed amendment is to prohibit tree abuse within the City. Abused trees, on either residential or commercial property, will not be permitted to count towards the landscaping requirements of the code for lot coverage (1 tree per 2,500 square feet). In addition, a tree removal permit will be required to remove the abused tree as the stress caused by the tree abuse renders the tree potentially hazardous. Replacement tree(s) and/or mitigation into the City Tree Bank may be required in accordance with the LDC if the lot does not meet or fall below the minimum tree coverage requirements (1 tree per 2,500 square feet of lot coverage) because of the tree abuse.

Figure 1 – Tree Hatracking



Before: Tree Hatracking/Topping



After: Tree Hatracking/Topping

The proposed tree abuse regulations only pertain to shade trees. Understory trees and any trees listed on the most recent edition of the Florida Exotic Pest Plant Council Invasive Plant List would not be protected by the tree abuse regulations. In addition, the following do not constitute tree abuse:

1. Utility line clearing in conformance with ANSI A-300 and ANSI Z133.1 safety standards and National Electrical Safety Code clearances; and
2. Trees severely damaged by hurricane, windstorm, flood, lightning or other natural phenomena.

If tree abuse is identified on residential or commercial properties, the property owner will receive a notification from city staff that an after the fact tree removal permit is required and that the abused shade tree will need to be removed and replaced with another shade tree per the LDC replacement requirements for residential and commercial properties. If the replacement does not take place, a Notice of Violation will be issued by Code Enforcement.

Penalty Fees (Chapter 9, Article II, Section 22.6)

Currently, the LDC only includes the ability to apply a penalty up to \$5,000 and required mitigation per City historic tree removal resolution (Exhibit 3) for removal of historic trees on multi-family, commercial, industrial and institutional properties without a permit. The proposed amendment revises the penalty for the removal of historic trees to make the penalty fine a flat rate of \$5,000 and add the requirement to pay twice the amount of the regular permit fee which would have been due had the permit been obtained prior to commencing work, along with the required mitigation in accordance with the current City historic tree removal resolution, if the required number of replacement trees listed in the City historic tree removal resolution are not planted. For each subsequent violation by the same property owner, the amount of mitigation would be twice the required amount.

The proposed amendment would add a penalty for the removal of a historic tree(s) on a residential property without a permit. Currently, the LDC only requires the submittal of a tree removal permit and planting of replacement trees if the property does not meet the required number of shade trees per the LDC. The proposed amendment adds a penalty for the removal of historic trees on residential property to pay twice the amount of the regular permit fee and mitigation plantings or payment to Tree Bank in accordance with the current City historic tree removal resolution (Resolution to be revised to include residential property).

The amendment would also double the tree removal permit fee for the removal of any tree 6-inches or greater DBH on a residential or non-residential (multi-family, commercial, industrial, institutional) property before a permit is issued.

The proposed penalty fee structure would be:

- Removal of a tree 6-inches or greater DBH on residential or non-residential property without a permit:
 - Pay twice the amount of the regular permit fee which would have been due had the permit been obtained prior to commencing work.
 - Install required replacement trees per the LDC.
 - For each subsequent violation by the same property owner, the amount of mitigation shall be twice the required mitigation amount.
- Removal of a historic tree on a non-residential property without a permit shall pay all of the following:
 - Pay twice the amount of the regular permit fee which would have been due had the permit been obtained prior to commencing work.
 - Install required replacement trees or payment of the required mitigation fee to the City Tree Bank for each required replacement tree which is not planted.
 - Pay the flat \$5,000 fine to the City Tree Bank.
 - For each subsequent violation by the same property owner, the amount of mitigation will be double the required mitigation amount.
- Removal of a historic tree on a residential property without a permit:
 - Pay twice the amount of the regular permit fee which would have been due had the permit been obtained prior to commencing work.
 - Install required replacement trees or payment of the required mitigation fee to the City Tree Bank for each required replacement tree which is not planted.
 - For each subsequent violation by the same property owner, the amount of mitigation will be twice the required mitigation amount.

The proposed amendment would waive penalty fees for emergency work, such as, tree removal required to minimize property damage or a life safety hazard due to an act of God or natural phenomenon if the City is closed for business. However, a permit with supporting documents such as photos identifying the emergency nature of the tree removal would need to be applied for the first working day after the emergency removal if a certified arborist or landscape architects report is not provided.

Landscape Materials (Chapter 13, Section 6)

The proposed amendment would remove the landscape materials lists that identify acceptable shade trees, understory trees, shrubs, ornamentals, lawn grass and prohibited species of plant materials that can or cannot be used on residential or commercial properties out of the LDC and these lists would be adopted through a resolution. Adopting the landscape materials lists through a resolution provides more flexibility to update the lists based on the most recent edition of the Florida Exotic Pest Plant Council Invasive Plant List (FLEPPC) and to determine which plant materials best meet the minimum standards to survive and thrive in this subtropical hardiness zone. The EAB plans to review this list annually and make recommendations to City Council regarding any updates needed from the previous year. The FLEPPC list is revised every two years. The current issue was released in 2019 and the next update will be available in 2021.

The following code amendments to Chapter 9 and 13 of the LDC may not apply in cases when removal of a tree(s) through a City issued tree removal permit is preempted by Florida Statute with a certified arborist or landscape architects report.

RECOMMENDATION

Approval of the amendments to Chapter 9, Article II and Chapter 13 of the Land Development Code.

Attachments

- Exhibit 1 – Proposed LDC Amendments to Chapter 9, Article II (see Ordinance Exhibit)
- Exhibit 2 – Proposed LDC Amendments to Chapter 13 (see Ordinance Exhibit)
- Exhibit 3 – Current Historic Tree Mitigation Resolution 02-71

EXHIBIT 3

RESOLUTION NO. 02-71

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING MITIGATION TABLES FOR THE REPLACEMENT OF HISTORIC TREES; PROVIDING FOR REPEAL OF CONFLICTING RESOLUTIONS; PROVIDING SEVERABILITY AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange, Florida, has required mitigation for the removal of historic trees pursuant to Ordinance No. 2002-36; and

WHEREAS, the table is intended to assist the public in determining what mitigation is required for removal of historic trees;

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

Section 1. In accordance with Chapter 9, Article II, Section 16.5 (b) (1) of the City of Port Orange Land Development Code. Historic trees which are not deteriorated, diseased or dead shall be mitigated in a monetary amount or in a quantity of replacement trees which shall equal 15% of the cross sectional value as shown in Exhibit A.

Section 2. In accordance with Chapter 9, Article II, Section 16.5 (b) (2) of the City of Port Orange Land Development Code. Historic trees which are deteriorated or diseased shall be mitigated in a monetary amount or in a quantity of replacement trees which shall equal 5% of the cross sectional value as shown in Exhibit B.

Section 3. All resolutions or parts of resolutions in conflict with the provisions of

EXHIBIT A HEALTHY HISTORIC TREES**15% CROSS SECTIONAL AREA REPLACEMENT****MITIGATION FOR HISTORIC TREES ON MULTI-FAMILY, COMMERCIAL, INDUSTRIAL OR INSTITUTIONAL LOTS**

A	B	C	D
SIZE OF TREE BEING REMOVED	15% CROSS SECTIONAL AREA IN SQUARE INCHES	# OF 4 1/2" CALIPER TREES REQUIRED FOR REPLACEMENT	TREE BANK CONTRIBUTION*
36	152.68	10	B x \$27 = \$ 4,122
37	161.28	10	B x \$27 = \$ 4,355
38	170.12	11	B x \$27 = \$ 4,593
39	179.19	11	B x \$27 = \$ 4,838
40	188.50	12	B x \$27 = \$ 5,089
41	198.04	12	B x \$27 = \$ 5,347
42	207.82	typo -39 13	B x \$27 = \$ 5,611
43	217.83	14	B x \$27 = \$ 5,881
44	228.08	14	B x \$27 = \$ 6,158
45	238.57	15	B x \$27 = \$ 6,441
46	249.29	16	B x \$27 = \$ 6,731
47	260.24	16	B x \$27 = \$ 7,027
48	271.43	17	B x \$27 = \$ 7,329
49	282.86	18	B x \$27 = \$ 7,637
50	294.53	19	B x \$27 = \$ 7,952
51	306.42	19	B x \$27 = \$ 8,273
52	318.56	20	B x \$27 = \$ 8,601
53	330.93	21	B x \$27 = \$ 8,935
54	343.53	22	B x \$27 = \$ 9,275
55	356.38	22	B x \$27 = \$ 9,622
56	369.45	23	B x \$27 = \$ 9,975
57	382.76	24	B x \$27 = \$ 10,335
58	396.31	25	B x \$27 = \$ 10,700
59	410.10	26	B x \$27 = \$ 11,073
60	424.12	27	B x \$27 = \$ 11,451
61	438.37	28	B x \$27 = \$ 11,836
62	452.86	28	B x \$27 = \$ 12,227
63	467.59	29	B x \$27 = \$ 12,625
64	482.55	30	B x \$27 = \$ 13,029
65	497.75	31	B x \$27 = \$ 13,439
66	513.18	32	B x \$27 = \$ 13,856
67	528.85	33	B x \$27 = \$ 14,279
68	544.75	34	B x \$27 = \$ 14,708
69	560.89	35	B x \$27 = \$ 15,144
70	577.27	36	B x \$27 = \$ 15,586
71	593.88	37	B x \$27 = \$ 16,035
72	610.73	38	B x \$27 = \$ 16,490
73	627.81	39	B x \$27 = \$ 16,951
74	645.13	41	B x \$27 = \$ 17,418
75	662.68	42	B x \$27 = \$ 17,892

* \$27-accepted national value per square inch

EXHIBIT B DISEASED OR DETERIORATED HISTORIC TREES

5% CROSS SECTIONAL AREA REPLACEMENT

MITIGATION FOR HISTORIC TREES ON MULTI-FAMILY, COMMERCIAL, INDUSTRIAL OR INSTITUTIONAL LOTS

A	B	C	D	
SIZE OF TREE BEING REMOVED	5% CROSS SECTIONAL AREA IN SQUARE INCHES	# OF 4 1/2" CALIPER TREES REQUIRED FOR REPLACEMENT	TREE BANK CONTRIBUTION*	
36	50.89	3	B x \$27 =	\$ 1,374
37	53.76	3	B x \$27 =	\$ 1,452
38	56.71	4	B x \$27 =	\$ 1,531
39	59.73	4	B x \$27 =	\$ 1,613
40	62.83	4	B x \$27 =	\$ 1,696
41	66.01	4	B x \$27 =	\$ 1,782
42	69.27	4	B x \$27 =	\$ 1,870
43	72.61	5	B x \$27 =	\$ 1,960
44	76.03	5	B x \$27 =	\$ 2,053
45	79.52	5	B x \$27 =	\$ 2,147
46	83.10	5	B x \$27 =	\$ 2,244
47	86.75	5	B x \$27 =	\$ 2,342
48	90.48	6	B x \$27 =	\$ 2,443
49	94.29	6	B x \$27 =	\$ 2,546
50	98.18	6	B x \$27 =	\$ 2,651
51	102.14	6	B x \$27 =	\$ 2,758
52	106.19	7	B x \$27 =	\$ 2,867
53	110.31	7	B x \$27 =	\$ 2,978
54	114.51	7	B x \$27 =	\$ 3,092
55	118.79	7	B x \$27 =	\$ 3,207
56	123.15	8	B x \$27 =	\$ 3,325
57	127.59	8	B x \$27 =	\$ 3,445
58	132.10	8	B x \$27 =	\$ 3,567
59	136.70	9	B x \$27 =	\$ 3,691
60	141.37	9	B x \$27 =	\$ 3,817
61	146.12	9	B x \$27 =	\$ 3,945
62	150.95	9	B x \$27 =	\$ 4,076
63	155.86	10	B x \$27 =	\$ 4,208
64	160.85	10	B x \$27 =	\$ 4,343
65	165.92	10	B x \$27 =	\$ 4,480
66	171.06	11	B x \$27 =	\$ 4,619
67	176.28	11	B x \$27 =	\$ 4,760
68	181.58	11	B x \$27 =	\$ 4,903
69	186.96	12	B x \$27 =	\$ 5,048
70	192.42	12	B x \$27 =	\$ 5,195
71	197.96	12	B x \$27 =	\$ 5,345
72	203.58	13	B x \$27 =	\$ 5,497
73	209.27	13	B x \$27 =	\$ 5,650
74	215.04	14	B x \$27 =	\$ 5,806
75	220.89	14	B x \$27 =	\$ 5,964

* \$27-accepted national value per square inch



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 8/19/2020

Consent item: No

SUBJECT: (I23) Second 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
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Robin Fenwick

Created/Initiated - 8/5/2020

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 8/19/2020

Consent item: No

SUBJECT: (J24) Panhandling Discussion

DEPARTMENT: City Attorney

GOAL:

RECOMMENDED MOTION:

SUMMARY: Attorney Michael Kahn has been engaged by the City Attorney at the direction of the City Council to provide regulatory options for panhandling in the City.

Project No.: Funding Account No.:

Presenter: Michael Kahn

ATTACHMENTS:

Robin Fenwick
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 8/7/2020
Approved - 8/7/2020
Approved - 8/7/2020
Final Approval - 8/10/2020



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 8/19/2020

Consent item: No

SUBJECT: (J25) First Reading Ordinance No. 2020-29 - Amending Chapter 42, Article II, Section 42-26 Lot maintenance regardless of size

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to approve Ordinance No. 2020-29.

SUMMARY: AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES CHAPTER 42, ARTICLE II, SECTION 42-26 (d) & (e) BY DELETING REFERENCE TO ONE ACRE OR LESS; PROVIDING FOR AN OWNER OF A LOT TO MAINTAIN IT REGARDLESS OF THE SIZE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	Ordinance 2020-29 - Lot maintenance regardless of size	Lot size maintenance 2020-29.pdf
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Beth Unruh
William Proctor
Thomas Grimaldi
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 7/24/2020
Approved - 7/28/2020
Approved - 7/28/2020
Approved - 8/5/2020
Approved - 8/6/2020
Final Approval - 8/6/2020

ORDINANCE NO. 2020-29

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES CHAPTER 42, ARTICLE II, SECTION 42-26 (d) & (e) BY DELETING REFERENCE TO ONE ACRE OR LESS; PROVIDING FOR AN OWNER OF A LOT TO MAINTAIN IT REGARDLESS OF THE SIZE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has an interest in property owners maintaining their lots regardless of the size; and

WHEREAS, the failure of a property owner to maintain his or her property could possibly attract vermin, rodents, insects, etc.; and

WHEREAS, the failure of a property owner to maintain his or her property could be unsightly and create a blighting effect upon the neighborhood or area in which the property is located; and

WHEREAS, it is in the best interest of the public health, safety and welfare that this ordinance be adopted; and

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

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

SECTION 1. The City Council of the City of Port Orange, Florida, hereby amends Chapter 42, Article II, Section 42-26 (d) & (e), Cleanliness of property

generally—Duty of owner, of the City of Port Orange Code of Ordinances to read as follows:

Sec. 42-26 Cleanliness of property generally-Duty of owner.

...

(d) *Maintenance of improved residential lots.* The owner of an improved lot in a residential zone ~~with lot sizes of one acre or less~~ shall keep such lot free and clear of all fallen trees and limbs. All weeds, grass and undergrowth shall be cut to a height not exceeding ten inches. However, nothing in this subsection shall be construed to require natural areas located within larger improved lots to be cut to a height less than ten inches within such natural areas.

(e) *Maintenance of unimproved residential lots.* The owner of an unimproved lot in a residential zone ~~with lot sizes of one acre or less~~ shall keep that portion of his property abutting and within ten feet of any improved lot, sidewalk, street or bicycle path free and clear of all fallen trees and limbs, and all weeds, grass and undergrowth therein shall be cut to a height not exceeding 12 inches within such area.

SECTION 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 3. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 4. This ordinance shall become effective immediately upon final passage by the City Council.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____

Passed and adopted on second and final reading on the day of _____

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

[CA7235]



CITY COUNCIL AGENDA ITEM

REQUESTED COUNCIL MEETING DATE 8/19/2020

Consent item: No

SUBJECT: (J26) Approval of Interlocal agreement with Volusia County Animal Services

DEPARTMENT: Police Services

GOAL:

RECOMMENDED MOTION: Move to approve Interlocal Agreement with Volusia County for animal control services.

SUMMARY: Volusia County Animal Services (VCAS) has their own spay/neuter clinic, which we would be able to utilize as part of the Interlocal Agreement (ILA). The availability of the VCAS clinic would be a great benefit to our TNR program by allowing us to spay/neuter a greater number of cats weekly or monthly. Participation in the ILA would also allow VCAS personnel to render assistance to POPD ACOs when requested under Mutual Aid. An example would be during the seizure of a large number of animals exceeding the capabilities of our personnel. POPD ACOs would also be able to reciprocate assistance if requested by VCAS. There currently is no Mutual Aid agreement in effect which allows that to occur.

Project No.: Funding Account No.:

Presenter:

ATTACHMENTS:

1.	TEMPLATE-Interlocal Agreement for Animal Control Services	TEMPLATE-Interlocal Agreement for Animal Control Services.docx
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Beth Unruh
William Proctor
Thomas Grimaldi
Matthew Jones
Jake Johansson
Robin Fenwick

Created/Initiated - 8/3/2020
Approved - 8/3/2020
Approved - 8/3/2020
Approved - 8/5/2020
Approved - 8/5/2020
Final Approval - 8/5/2020

**INTERLOCAL AGREEMENT BETWEEN THE COUNTY OF VOLUSIA AND
THE CITY OF PORT ORANGE FOR SUPPLEMENTAL OPERATIONAL ASSISTANCE
AND VOLUNTARY COOPERATION FOR ANIMAL CONTROL SERVICES**

THIS INTERLOCAL AGREEMENT (hereinafter referred to as the “Agreement”) is made and entered into on this ____ day of ____, 2020, by and between the COUNTY OF VOLUSIA, a political subdivision of the State of Florida (hereinafter referred to as the “County”), and the CITY OF PORT ORANGE, a municipal corporation of the State of Florida (hereinafter referred to as the “City”), each one consisting a public agency as defined in Part I of Chapter 163, Florida Statutes (hereinafter referred to individually as “Party” and collectively as the “Parties”).

WITNESSETH:

WHEREAS, the Parties presently maintain and operate animal control services;

WHEREAS, the Parties are so located in relation to each other that it is to the advantage of each to receive and extend supplemental operational assistance and voluntary cooperation in the form of animal control services and resources to adequately respond to intensive situations, including but not limited to, the seizure of animals; criminal investigations involving animals; and declared disasters requiring pet sheltering;

WHEREAS, the Parties to this Agreement are authorized pursuant to the Florida Interlocal Cooperation Act of 1969, as set forth in Section 163.01, *et.seq.*, Florida Statutes, to make efficient use of their respective powers, resources, authority, and capabilities by enabling them to cooperate on the basis of mutual advantage and thereby provide the facilities and efforts identified herein in a manner that will best utilize existing resources, powers, and authority available to each of them; and

WHEREAS, the Parties desire to cooperate in animal control services which permit voluntary cooperation and assistance between the Parties for the purposes set forth herein; provide for rendering assistance in emergency situations and providing assistance for the purposes of animal search and rescue as well as pet sheltering during declared disasters.

NOW, THEREFORE, incorporating the above recitals as if stated herein, it is agreed by and between the parties that each of the parties shall assist the other pursuant to the following stipulations, provisions, and conditions:

1. **Purpose and Intent.** The County agrees to provide supplemental operational assistance and voluntary cooperation to the City for animal control services relating to specified violations of Florida Statutes, including but not limited to animal cruelty, animal fighting, dangerous dogs, and impoundment of animals found in distress.

2. **Provisions for Supplemental Operational Assistance.** The Parties' will provide primary animal control services within their respective jurisdictions. To ensure the highest level of service possible, the City's animal control services may request supplemental operational assistance from the County's animal control services in the event the City's services are unavailable to address those incidents specified herein.
3. **Incidents Eligible for Supplemental Operational Assistance.** The County will provide supplemental operational assistance to the City in response to the following:
 - A. Situations and incidents which may result in the seizure of animals pursuant to Sections 767.12 through 767.136, and Section 828.073, Florida Statutes.
 - B. Criminal investigations involving animals pursuant to Sections 828.12 through 828.13, and Section 828.29, Florida Statutes.
 - C. Animal search and rescue and pet sheltering during a declared local state of emergency.
 - D. Spay/neuter services, vaccinations, and licensing for animals brought by the City's animal control services, or residents of the City who qualify for eligibility under the County's low-cost pet spaying and neutering program. The County shall establish a fee schedule for those spay/neuter services that are charged to the City that is approved by the County Council. These fees shall be charged directly to the City and payable upon receipt of the service. The County reserves the right to adjust fees as necessary.
4. **Procedure for Requesting Supplemental Operational Assistance.** In the event that the City needs assistance as set forth above, an authorized representative shall notify the County Animal Control Services Director, or designee. The County's Animal Control Services shall: (a) evaluate the situation and the request; (b) evaluate its available resources; (c) consult with supervisors as necessary; and (d) respond to the City in an appropriate manner. The County Animal Control Services may determine who is authorized to lend assistance in its jurisdiction, for how long such assistance is authorized, and for what purpose such authority is granted. This authority to grant supplemental operational assistance may be made verbally or in writing as the particular situation dictates.
5. **Command and Supervisory Responsibility.** In the event County Animal Control Services provides supplemental operational assistance to the City Animal Control Services, the County Animal Control Services will establish incident command and manage the incident in accordance with established procedures until mitigation of the incident or relieved by an officer having authority within the jurisdiction where the incident occurred.
6. **Duties and Level of Service.**
 - A. No department, officer, or employee of the Parties shall perform any function or service not within the scope of the duties of such department, officer or employee in its respective primary jurisdiction.
 - B. The rendition of service, standards of performance, discipline of officers and employees, and all other matters incident to the performance of services by command personnel and the command and control of their personnel and equipment shall remain with each Party.

- C. Disputes or disagreements as to the level of service and/or standards of performance shall be reported by the complaining party to the animal control services director, or designee, of the Party provided the service or took the action from which the complaint arose.
 - D. For the purposes of responding to disputes or disagreements regarding the level of services or the standards of performance required hereunder, the decision of the animal control services director of each Party, as set forth in writing, shall be final and conclusive with respect to the agency represented, subject to the conflict resolution procedures provided in Paragraph 8 herein.
 - E. Animal related incidents not listed in Paragraph 3 above, shall be handled by the respective jurisdiction.
7. **Employee Status.** Persons employed by a Party in the performance of services and functions pursuant to this Agreement shall have no claim on the other Party for pension, workers' compensation, unemployment compensation, civil service, or any other employee rights or privileges granted by operation of law or otherwise to the officers and employees of the other Party.
8. **Liabilities and Responsibility of Parties.**
- A. Nothing in this Agreement shall be interpreted, construed, or deemed to cause either Party to assume any liability for the acts or omissions of the officers, employees or any other personnel of any other Party in contravention of the statutory prohibitions contained in Section 768.28(19), Florida Statutes.
 - B. Nothing in this Agreement shall be deemed to be a waiver of, or to otherwise affect any of the privileges or immunities from liability, exemptions from laws, ordinances or rules, or any of the pension, disability, workers' compensation or other benefits which each of the Parties and their respective officers, employees and other personnel enjoy by operation of law, contract or otherwise.
 - C. Except as herein otherwise provided, all liability for injury or death to personnel, and for loss of or damage to equipment, shall be borne by the Party employing such personnel or owning such equipment, and all Parties shall carry sufficient insurance, or shall otherwise be sufficiently self-insured to cover all such liabilities and damages for themselves.
 - D. The County and the City agree to share both unique and common emergency response resources for the purpose of providing expeditious and effective emergency service delivery to County and City citizens alike. Because the services provided by both the County and City are reciprocal in nature, each Party shall bear the costs of providing such services and neither Party shall owe any monetary payments or reimbursements to the other for personnel, equipment, or fuel or other expendable supplies provided pursuant to this Agreement.
 - E. Regardless of anything set forth in any other part of this Agreement, each Party expressly retains all rights, benefits and immunities of the doctrine of sovereign immunity in accordance with Section 768.28, Florida Statutes, and nothing in this Agreement shall be deemed as a waiver of the doctrine of sovereign immunity or any of the limits of liability of either Party beyond any statutorily limited waiver of immunity or those limits of liability which have been or may be adopted by the Florida Legislature. Furthermore, the cap on the amount and liability of either Party for damages, losses, attorney's fees and costs,

regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this section or this Agreement shall be interpreted to inure to the benefit of any third party for the purpose of allowing any claim against either Party, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

- F. Neither Party is authorized or empowered to act as agent for the other for any purpose and will not on behalf of the other enter into any agreement, contract, warranty, or representation as to any matter. Neither will be bound by the acts or conduct of the other, nor be bound to any obligations of the other in any other agreement entered into by the other.
9. **Conflict Resolution.** If the parties to this Agreement fail to resolve any conflicts related to issues covered in this document, such dispute shall be resolved in accordance with governmental conflict resolution procedures specified in the Florida Governmental Conflict Resolution Act, Section 164.101, *et. seq.*, Florida Statutes. All disputes shall be governed by the laws of Florida and venue of any dispute shall be in Volusia County. In the event of any litigation or dispute between the parties arising out of this Agreement, each party will bear its own attorneys' fees and costs.
10. **Effective Date and Termination.** This Agreement shall become effective on the date executed by the last of the parties hereto and shall continue for five (5) years thereafter. This Agreement shall automatically renew for one (1) additional five (5) year period. Any party may terminate this Agreement prior to its stated expiration date by giving the other party at least one hundred eighty (180) days advance written notice.
11. **Notices.** All notices required by this Agreement, or any notice sent pursuant to this Agreement, shall be sent by Certified United States Mail, Return Receipt Requested, to the animal control services director for the respective party, except that a notice of cancellation pursuant to Paragraph 10 shall also be delivered by Certified United States Mail, Return Receipt Requested, to the respective City or County Manager of the Parties.
12. **Severability.** If any provision of this Agreement is declared unenforceable by a court of competent jurisdiction, then the remainder of this Agreement shall remain in full force and effect.
13. **Entire Agreement.** This Agreement, including exhibits attached hereto, embodies the entire understanding of the respective parties hereto regarding the subject matter hereof, and there are no further or other agreements or understandings, written or oral, between the parties relating to the subject matter hereof.
14. **Joint Preparation.** The preparation of this Agreement has been a joint effort of the parties hereto and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties or the other.
15. **Multiple Counterparts.** This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, but all such counterparts shall together constitute but one in the same instrument.
16. **Authorization.** Pursuant to this Agreement, each party hereby authorizes the other party to perform the duties and services required herein.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the dates as shown below.

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the dates as shown below.

ATTEST:

COUNTY OF VOLUSIA

George Recktenwald
County Manager

Ed Kelley
County Chair

Dated: _____

ATTEST:

CITY OF _____

[NAME]
City Manager

[NAME]
Mayor

Dated: _____