



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

MAY 3, 2022

AGENDA

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

A. OPENING

1. Invocation by Pastor Scott Kirschner of Christ the King Community Church
2. Pledge of Allegiance
3. Roll Call

B. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

4. Municipal Clerk's Week Proclamation

C. CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only
6. Agenda Approval
7. Approval of Minutes
 - a. April 19, 2022 - Regular City Council Meeting
8. Bid Awards and Contract Items
 - a. Approval of Task Authorization No. 1 under the Master Contract for Professional Engineering Services with Mead & Hunt for an Alternative Disposal Plan Phase II in the amount not to exceed \$35,693.00
9. Hunting Lease Amendment with G&G Outdoors and Interlocal Agreement with Volusia County for real properties generally located north of Pioneer Trail, west of Tomoka Farms Road, and south of Interstate 4
 - a. Approval of Amendment to the Hunting Lease for G&G Outdoors, LLC
 - b. Approval of Interlocal Agreement with Volusia County on Jointly Owned Land and Consent to Lease for an Archery Range

c. Approval of G&G Outdoors LLC Contract Assignment

D. PUBLIC PARTICIPATION (Agenda)

10. Save Spruce Creek - Protections and Initiatives - Derek LaMontagne

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

F. COUNCIL COMMENTS

11. Comments/Concerns from Council Members

G. PUBLIC HEARING

12. Second Reading - Ordinance No. 2022-6 - Approval of an Amendment to the Emergency Management Ordinance

13. Second Reading - Ordinance No. 2022-7 - Rezoning/5231 Nova Road (Case No. 22-60000002)

14. Second Reading - Ordinance No. 2022-10 - Land Development Code Amendment/Chapters 2 and 15 (Case No. 22-25000002)

H. ADDITIONAL ITEMS

15. City Attorney

16. City Manager

I. COUNCIL COMMITTEE REPORTS

17. City Council Committee Reports

a. River to Sea TPO - Council Member Reed Foley

J. 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.

Regular City Council Meeting

5/3/2022

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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.

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
APRIL 19, 2022

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

Invocation by Pastor David Troxler of First Christian Church

Pledge of Allegiance

Roll Call	Present:	Council Member Reed Foley Council Member Chase Tramont Council Member Drew Bastian Vice Mayor Scott Stiltner Mayor Donald Burnette
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	Also Present:	City Manager Wayne Clark City Attorney Matthew Jones City Clerk Robin Fenwick
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SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

4. National Crime Victims' Rights Week Proclamation

Mayor Don Burnette read the Proclamation and presented it to Odetta Horruitiner, Victim Advocate Coordinator for the City.

5. Vietnam War Veterans Day Proclamation

Council Member Chase Tramont requested this item be rescheduled as the representatives are unable to attend tonight. He will let the Clerk know when they are available.

Council recessed at 6:35 p.m. to hold the Joint Special Meeting with the Town Center CRA.

TOWN CENTER CRA JOINT SPECIAL MEETING

Roll Call:	Present:	Chairman Stan Schmidt Member Michael Benedict Council Member Jonathan Foley Council Member Chase Tramont Council Member Drew Bastian Vice Mayor Scott Stiltner Mayor Donald Burnette
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There were no objections to the meeting notice.

Mayor Don Burnette opened item 6 for joint discussion by the City Council and CRA Members.

6. Release of Mortgage on Caldwell Funeral Home Parcel in Riverwalk

CRA: Motion to recommend approval of the City's Release of the Mortgage encumbering the property known as Cardwell with a Parcel ID of 6303-10-02-0030; authorize the City Manager and City Attorney to finalize the release document and authorize Chairman and Agency Clerk to sign any necessary documents for completion of the release of the Cardwell property was made by Member Scott Stiltner and Seconded by Member Drew Bastian.

Council: Motion to approve the Release of the Mortgage encumbering the property known as Cardwell with a Parcel ID of 6303-10-02-0030; authorize the City Manager and City Attorney to finalize the release document and authorize the Mayor and City Clerk to sign any necessary documents for completion of the release of the Cardwell property was made by Vice Mayor Scott Stiltner and Seconded by Council Member Drew Bastian.

There were no comments or questions from Council, CRA Members, or the public.

Both motions carried unanimously by roll call vote.

There was no further business brought before the members of the Town Center CRA and City Council.

Motion to adjourn was made by Vice Mayor Scott Stiltner and Seconded by Council Member Reed Foley. Motion carried unanimously by voice vote.

The Joint Special Meeting adjourned at 6:38 p.m. and Council returned to the Regular City Council meeting.

7. Public Comments on Consent Agenda Items Only

There were none.

8. Agenda Approval

There were no changes requested by Council.

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

9. Approval of Minutes

a. April 5, 2022 - Regular City Council Meeting

10. Bid Awards and Contract Items

a. Approval of Task Authorization No 1 with Kimley Horn & Associates, Inc., for Construction Administration during construction phase of the Water Reclamation Facility Building Expansion project.

b. Approval of Change Order #7 to Saboungi Construction Inc. for Playground Equipment at the REC Center

11. Resolution No. 22-11 - Tree Bank Policy

12. Resolution No. 22-13 - Calling a Primary and Regular Election for the Purpose of Electing City Council Members for Districts 1, 2, and 4 and providing for the qualifying period and election dates

13. Approval of the Third Amendment to Interlocal Agreement for Fire and/or Rescue Mutual Aid within Volusia County

14. Approval of an Easement to Florida Power and Light at the REC Center

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

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Shawn Weddle, citizen, spoke regarding illegal businesses operating under the Dunlawton causeway that are affecting his legal business.

Toby Harrison, Powersports Unlimited Owner, expressed concern regarding boats blocking the ramp.

Andrew Smith, Family Custom Charters, agreed. He is concerned with the liability issues illegal businesses create.

Council asked the City Manager and City Attorney to look into these complaints.

COUNCIL COMMENTS

15. Comments/Concerns from Council Members

Mayor Don Burnette discussed the new Mary Swiderski Outstanding Women in Government Award. The very first award winner is Deputy City Manager, Jamie Miller.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

16. Citizen Advisory Committee for TPO

Bobby Ball, CAC Member, provided details from their recent meeting.

17. Golf Course Advisory Board Report

Lance Green, Chair, provided an update to Council from their recent meeting.

18. Parks & Recreation Advisory Board Report

Mark Bowling, Chair, provided an update to Council from their recent meeting.

PUBLIC HEARING

19. First Reading - Ordinance No. 2022-7 - Rezoning/5231 Nova Road (Case No. 22-60000002)

Mayor Don Burnette read Ordinance No. 2022-7.

ORDINANCE NO. 2022-7

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY +/-1.8 ACRES FROM PLANNED COMMERCIAL DEVELOPMENT (PCD) TO COMMUNITY COMMERCIAL (CC); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2022-7
was made by Vice Mayor Scott Stiltner
and Seconded by Council Member Reed
Foley.

Penelope Cruz, Planning Manager, provided details on the rezoning request.

Motion carried unanimously by roll call vote.

20. Small-Scale Future Land Use Map Amendment & Rezoning for 3741 S. Nova Road

a. First Reading - Ordinance No. 2022-8 - Small-scale Future Land Use Map Amendment/3741 S. Nova Road (Case No. 22-20000001)

Mayor Don Burnette read Ordinance No. 2022-8.

ORDINANCE NO. 2022-8

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, RELATING TO COMPREHENSIVE PLANNING; AMENDING THE FUTURE LAND USE MAP OF THE COMPREHENSIVE PLAN; AMENDING THE FUTURE LAND USE DESIGNATION FOR +/-2.3 ACRES FROM OFFICE/RESIDENTIAL (ORT) TO COMMERCIAL FOR PROPERTY GENERALLY LOCATED AT 3741 SOUTH NOVA ROAD; PROVIDING FOR CONFLICTING ORDINANCES, SEVERABILITY AND AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2022-8 was made by Vice Mayor Scott Stiltner and Seconded by Council Member Reed Foley.

Mrs. Cruz provided details regarding the Future Land Use amendment being requested.

Motion carried unanimously by roll call vote.

b. First Reading - Ordinance No. 2022-9 - Rezoning/3741 S. Nova Road (Case No. 22-60000001)

Mayor Don Burnette read Ordinance No. 2022-9.

ORDINANCE NO. 2022-9

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY CONSISTING OF APPROXIMATELY +2.3 ACRES FROM PROFESSIONAL OFFICE (PO) TO COMMUNITY COMMERCIAL (CC); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2022-9
was made by Vice Mayor Scott Stiltner
and Seconded by Council Member
Chase Tramont.

Mrs. Cruz provided details of the rezoning request.

Motion carried unanimously by roll call
vote.

21. First Reading - Ordinance No. 2022-10 - Land Development Code
Amendment/Chapters 2 and 15 (Case No. 22-25000002)

Mayor Don Burnette read Ordinance No. 2022-10.

ORDINANCE NO. 2022-10

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA
COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT
CODE CHAPTERS 2 AND 15 UPDATING THE CURRENT
SIGNAGE REGULATIONS ADDRESSING MINOR FORMATTING
MATTERS; PROVIDING FOR THE ALLOWANCE OF AND
REQUIREMENTS FOR ROOF SIGNS WITHIN THE COMMERCIAL
DISTRICT OF THE DOWN UNDER SPECIAL CHARACTER
DISTRICT AND THE RIVERWALK SPECIAL CHARACTER
DISTRICT, BOTH A PART OF THE PORT ORANGE TOWN
CENTER COMMUNITY REDEVELOPMENT AREA; PROVIDING
FOR CODIFICATION; PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY;
AND PROVIDING AN EFFECTIVE DATE.

Motion to adopt Ordinance No. 2022-10
was made by Vice Mayor Scott Stiltner
and Seconded by Council Member
Chase Tramont.

Mrs. Cruz provided details of the code amendment relating to signs being presented.

Motion carried unanimously by roll call
vote.

REGULAR AGENDA

22. Discussion on ArtHaus Use Agreement

Susan Lovallo, Parks & Recreation Director, provided details of the ArtHaus Use
Agreement options and requested direction on the terms Council would like to see for
the space they will use in the REC Center.

Cameron Vintson, ArtHaus Executive Director, provided information relating to their role in the community.

Ron Nowviskie, Board President, thanked Council for their years of support.

Council supports the current arrangement with in-kind items and ArtHaus covering their own expenses. Mayor Don Burnette suggested no rent for two (2) years. Mr. Nowviskie and Ms. Vintson believe they can make that work but worry about entering into an agreement and then not being able to fulfill it.

Council Member Chase Tramont prefers a five (5) year agreement with no rent and is prepared to make a motion after discussion.

Council Member Drew Bastian and Vice Mayor Scott Stiltner also agreed to continue as the agreement is now and no rent payments for five (5) years.

Mayor Don Burnette asked for quarterly reports from ArtHaus. Council will revisit the agreement before the five (5) years is up.

ADDITIONAL ITEMS

23. City Attorney

There was nothing further.

24. City Manager

There was nothing further.

COUNCIL COMMITTEE REPORTS

25. City Council Committee Reports

a. First Step Shelter - Council Member Chase Tramont provided details from their recent meeting.

b. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette provided details from their recent meeting.

ADJOURNMENT - 7:57 p.m.

Mayor Donald O. Burnette

Attest:

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/3/2022

SUBJECT: (C8a) Approval of Task Authorization No. 1 under the Master Contract for Professional Engineering Services with Mead & Hunt for an Alternative Disposal Plan Phase II in the amount not to exceed \$35,693.00

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Task Authorization No. 1 under the Master Contract for Professional Engineering Services with Mead & Hunt for an Alternative Disposal Plan Phase II in the amount not to exceed \$35,693.00.

SUMMARY: Mead & Hunt completed an evaluation of the effluent disposal system and prepared an Engineering Report which included the construction of a spray field located near the reclaimed water reservoirs. The spray field location was selected due to its proximity to existing reclaimed water infrastructure. As part of determining how much disposal capacity the spray field could provide, soil borings were done to determine the soil classifications and the depth to groundwater. Preliminary geotechnical results reveal the proposed spray field site to have a high natural ground water table unsuitable to discharge excess reclaimed water during the wet season.

The Florida Department of Environmental Protection (FDEP) requires the City to evaluate alternative disposal methods to reduce the annual average flow rate to the Halifax River and the wetland during the wet season when there is little demand for reclaimed water. These alternatives include the construction of a new or expanded reservoir (lake) for additional wet weather storage, a new aquifer storage and recovery (ASR) well located on or near the Water Reclamation Facility on Oak St, and increasing the volume of the existing reclaimed water reservoirs by raising the existing berms and overflow elevations. In addition, City staff is looking at other alternatives to the operation of the reclaimed water distribution system to optimize usage to customers. Mead & Hunt will prepare the requisite level of design of the selected alternative. Once the disposal plan is accepted by FDEP, a separate Task Authorization for designing the selected alternative will be processed.

PRESENTER: Lynn Stevens

ATTACHMENTS:

1.	Mead and Hunt, Inc. Task Authorization No. 1 - Consent Order OCG No 21-0734 Compliance Plan Phase II	Mead and Hunt, Inc. Task Authorization No. 1 - Consent Order OCG No 21-0734 Compliance Plan Phase II.pdf
2.	Mead and Hunt Inc. Qoute Dated 041222 - Consent Order OCG No 21-0734 Compliance Plan Phase II (002)	Mead and Hunt Inc. Qoute Dated 041222 - Consent Order OCG No 21-0734 Compliance Plan Phase II (002).pdf
3.	2022.03#21-0734 - TIME EXTENSION	2022.03#21-0734 - TIME EXTENSION.pdf
4.	Department Justification Memo - Mead Hunt TA 1 - Alternative Disposal Plan Phase II (1)	Department Justification Memo - Mead Hunt TA 1 - Alternative Disposal Plan Phase II (1).docx

Julia Wiggins	Created/Initiated - 4/8/2022
Julia Wiggins	Approved - 4/8/2022
Richard Colby	Approved - 4/8/2022
Junos Reed	Approved - 4/8/2022
Steve Parnell	Approved - 4/8/2022
Lynn Stevens	Approved - 4/11/2022
John McKinney	Approved - 4/18/2022
Matthew Jones	Approved - 4/21/2022
Wayne Clark	Approved - 4/22/2022
Robin Fenwick	Final Approval - 4/22/2022

TASK AUTHORIZATION NO. 1
Master Contract for Professional Engineering Services for
Public Works, Utilities and Environmental Services
dated January 18, 2022,
Between the City of Port Orange, Florida and Mead and Hunt, Inc.

THIS Task Authorization is entered into by and between the **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation with its principal place of business at 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **Mead and Hunt, Inc.**, Florida corporation, with its principal place of business at 2440 Deming Way, Middleton, Wisconsin 53562-1562 ("Engineer"), and hereinafter collectively referred to as the "Parties," and is to that certain Master Contract relating to Professional Engineering Services for Public Works, Utilities and Environmental Services, as dated above, and any amendments thereto, hereinafter collectively referred to as the "Contract." The Parties, in exchange for the mutual covenants contained herein and in the Contract, agree as follows:

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

2. In addition to all other terms and conditions contained in the Contract, Engineer shall provide Professional Engineering Services relating to Consent Order OCG No. 21-0734 Compliance Plan Phase II, and as more particularly described in the Scope of Services attached hereto and incorporated herein as **Task Authorization Exhibit "1."**

3. Engineer shall complete the services to be provided herein and the Compliance Plan shall be submitted to FDEP not later than June 30, 2022, which is 90 days from the approval of the scheduled extension effective date of the Consent Order, April 1, 2022.

4. In return for the services identified above, the City agrees to compensate Engineer at the prices set forth in Exhibit "1," attached hereto and made a part hereof, subject to a limit not to exceed **\$35,693.00**. All payments shall be governed by the Local Government Prompt Payment Act as Set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

5. *Truth-in-Negotiations*

(a) For any fixed fee, cost-plus-a-fixed-fee or guaranteed maximum-not-to-exceed compensation professional service contract or compensation in a Task Authorization over \$150,000.00, Engineer shall execute a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current at the time of contracting. Any professional service contractor Task Authorization under which such certificate is required must contain a provision that the original contract price or compensation and any additions thereto will be adjusted to exclude any significant sums by which the City determines the contract price or compensation was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract or compensation adjustments must be made within one (1) year following the end of the Contract. Otherwise, such adjustments shall be deemed waived by the Engineer and null and void for the purposes of this Contract or Task Authorization. The signature on this Contract by the Engineer shall act as the execution of a truth-in-negotiation certificate stating that the wage rates and other factual unit costs supporting the compensation of this Contract are accurate, complete, and current at the time of contracting.

(b) Engineer's signature on this Contract or a Task Authorization shall act as execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation set forth in this Contract or a Task Authorization are accurate, complete, and current at the time of contract. The certification shall also constitute an affirmation that Engineer has disclosed all debts or fees owed to or that are pending before the City prior to the execution of this Contract of Task Authorization

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

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

Witnesses:

MEAD AND HUNT, INC.

Printed Name: _____ By: _____
Brad Blais, Vice President

Printed Name: _____ Date: _____

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

EXHIBIT “1”

Contractor's Quote

Consisting of 6 Pages



April 12, 2022

Lynn Stevens
Public Works and Utilities Director
City of Port Orange
1395 Dunlawton Avenue
Port Orange, FL 32129

Email: lstevens@port-orange.org
Hard Copy Mailed Only on Request

Subject: Port Orange – FDEP Consent Order OGC No. 21-0734 Compliance Plan – Phase II

Dear Ms. Stevens,

Mead & Hunt is pleased to provide this engineering scope of services and a fee estimate for preparation of consent order (CO) responses associated with the revised CO compliance plan (plan) and schedule. Due to unforeseen and unfavorable geotechnical results the recently submitted plan is required to be revised and resubmitted to the Florida Department of the Environmental Protection (FDEP). A separate task order proposal will be submitted to address the design services to repair the existing Lake intake pipe.

The scope includes:

- Communication with FDEP to revise the Consent Order requirements and schedule
- Revision of the engineering compliance plan report, including scope of work and schedule for corrective action alternatives identified for flow violations.

We look forward to the opportunity to quickly resolving this compliance requirement and serving the City of Port Orange. If you have any additional questions or comments, please contact our office. If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT, Inc.

A handwritten signature in blue ink, appearing to read 'Brad Blais'.

Brad Blais, P.E.
Vice President/Client Manager

A handwritten signature in blue ink, appearing to read 'Tonya Sonier'.

Tonya Sonier, P.E.
Project Manager

Ms. Lynn Stevens

April 12, 2022

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Enclosure – Scope of Services and Fee Estimate

cc: Chris Wall, Junos Reed

**CITY OF PORT ORANGE
SCOPE OF SERVICES
FOR
FDEP CONSENT ORDER OGC NO. 21-0734 EVALUATION AND COMPLIANCE PLAN PHASE II**

This Task Order is in conformance with the Master Contract for Engineering Services RFQ #14-23 Water, Wastewater and Reclaimed Water Continuing Engineering Consultant Rate Study dated March 17, 2015 between the City of Port Orange (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The task order described herein provides professional engineering services associated with the revision the City of Port Orange Water Reclamation Facility (WRF) compliance plan. This compliance plan was recently written and submitted to the Florida Department of Environmental Protection (FDEP) in response to Consent Order OGD No. 21-0734 (Consent Order, herein). Due to the following unforeseen field conditions, the existing compliance plan is required to be revised due to unfavorable geotechnical results for the proposed spray field. Preliminary geotechnical results reveal the proposed spray field to have a high ground water table unsuitable to address the flow violations.

MEAD & HUNT will coordinate with FDEP to revise the Consent Order such that the existing deadlines are extended. MEAD & HUNT will request sufficient time to submit the revised compliance plan, deliver design and bid documents, and complete construction of the proposed improvements.

MEAD & HUNT shall provide the requisite level of design to satisfy and address the violations, orders, and requirements of the FDEP Consent Order (CO). The compliance plan will be revised to address the recently acquired field conditions and include recommended alternatives to reduce the annual average flow rate (AADF) for D-001, as discussed in our review meeting on 2/18/22, these alternatives include:

- Construction of a new pond for additional storage
- New ASR well located on or near the Oak Street WWTP
- Increasing volume of existing lake storage reservoir by raising the existing berms and overflow elevations

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – FDEP CONSENT ORDER COMPLIANCE PLAN REVISIONS

Project Coordination and Invoicing

MEAD & HUNT'S Project Manager (PM) will initiate the project and manage the budget and schedule, manage project staffing, review subconsultant invoices, manage project coordination, and schedule quality management processes for work products. The PM will monitor progress throughout the project and prepare monthly invoices for the CITY. It is assumed that these services will cover the estimated 3 month project duration.

Consent Order Schedule Extension

MEAD & HUNT will communicate with FDEP and coordinate with the City to extend the current Consent Order schedule. This scope includes one (1) virtual meeting with FDEP. MEAD & HUNT will submit a draft revision letter to the CITY for review and comment. Upon receipt of the CITY's review, MEAD & HUNT will submit the Consent Order revision on behalf of the CITY.

Consent Order Compliance Plan

MEAD & HUNT will update the compliance plan and submit a revised draft evaluating:

- Planning level alternatives that can be executed by the CITY in which the AADF for D-001 are anticipated to satisfy the requirements set forth in FDEP Consent Order OCG No. 21-0734.
- Implementation schedule in accordance with the Consent Order requirements.

A draft plan will be submitted to the CITY for review and comment. It is assumed the CITY will conduct their review in a two-week period and a meeting will be scheduled upon receipt of the CITY's review.

MEAD & HUNT will schedule and attend the review meeting to review the CITY's comments on the draft compliance plan. Comments received will be incorporated into the compliance plan and submitted to the FDEP for review. This scope includes one (1) virtual meeting with FDEP.

Deliverables

- Draft Consent Order Compliance Plan
- Draft Review Meeting Minutes
- Final Consent Order Compliance Plan
- Consent Order Revision/Schedule Extension Letter

PHASE 2 – SUBCONSULTANTS AND REIMBURSABLES

Items under this phase include out-of-pocket direct job expenses as outlined below. Items included in this phase will be billed at actual cost plus 10%.

Subconsultant Allowances

- Additional planning level assessments such as hydrogeologic or environmental may be required for the proposed project alternatives identified in the compliance plan document.

EXCLUSIONS

This scope of services excludes all items not specifically described herein, including but not limited to:

- Additional meetings with regulatory agencies
- Detailed engineering design that will be required to further develop and execute the Compliance Plan projects.

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete (calendar days)	Starting upon
<i>Phase 1 - Consent Order Evaluation and Compliance Plan</i>	90	<i>Receipt of notice to proceed</i>

COMPENSATION

The not-to-exceed cost for this Scope of Services is **\$35,693**. Progress payments shall be made in accordance with the Contract.

The above fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
<i>Phase 1 – FDEP Consent Order Compliance Plan Revisions</i>	\$24,443	<i>Lump Sum</i>
<i>Phase 2 – Subconsultant & Reimbursable</i>		
<i>Subconsultant Allowances</i>	\$11,000	<i>Time & Expenses</i>
<i>Printing & Misc. Expenses</i>	\$250	<i>Time & Expenses</i>

Ms. Lynn Stevens

April 12, 2022

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Phase/Task	Fee/Cost	Basis
<i>TOTAL</i>	\$35,693	

AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

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

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



April 12, 2022

Lynn Stevens
Public Works and Utilities Director
City of Port Orange
1395 Dunlawton Avenue
Port Orange, FL 32129

Email: lstevens@port-orange.org
Hard Copy Mailed Only on Request

Subject: Port Orange – FDEP Consent Order OGC No. 21-0734 Compliance Plan – Phase II

Dear Ms. Stevens,

Mead & Hunt is pleased to provide this engineering scope of services and a fee estimate for preparation of consent order (CO) responses associated with the revised CO compliance plan (plan) and schedule. Due to unforeseen and unfavorable geotechnical results the recently submitted plan is required to be revised and resubmitted to the Florida Department of the Environmental Protection (FDEP). A separate task order proposal will be submitted to address the design services to repair the existing Lake intake pipe.

The scope includes:

- Communication with FDEP to revise the Consent Order requirements and schedule
- Revision of the engineering compliance plan report, including scope of work and schedule for corrective action alternatives identified for flow violations.

We look forward to the opportunity to quickly resolving this compliance requirement and serving the City of Port Orange. If you have any additional questions or comments, please contact our office. If you have any questions or require additional information, please contact me.

Sincerely,
MEAD & HUNT, Inc.

A handwritten signature in blue ink, appearing to read "Brad Blais".

Brad Blais, P.E.
Vice President/Client Manager

A handwritten signature in blue ink, appearing to read "Tonya Sonier".

Tonya Sonier, P.E.
Project Manager

Ms. Lynn Stevens

April 12, 2022

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Enclosure – Scope of Services and Fee Estimate

cc: Chris Wall, Junos Reed

**CITY OF PORT ORANGE
SCOPE OF SERVICES
FOR
FDEP CONSENT ORDER OGC NO. 21-0734 EVALUATION AND COMPLIANCE PLAN PHASE II**

This Task Order is in conformance with the Master Contract for Engineering Services RFQ #14-23 Water, Wastewater and Reclaimed Water Continuing Engineering Consultant Rate Study dated March 17, 2015 between the City of Port Orange (CITY) and Mead & Hunt, Inc. (MEAD & HUNT) and is referred to herein as the Contract.

GENERAL

The task order described herein provides professional engineering services associated with the revision the City of Port Orange Water Reclamation Facility (WRF) compliance plan. This compliance plan was recently written and submitted to the Florida Department of Environmental Protection (FDEP) in response to Consent Order OGD No. 21-0734 (Consent Order, herein). Due to the following unforeseen field conditions, the existing compliance plan is required to be revised due to unfavorable geotechnical results for the proposed spray field. Preliminary geotechnical results reveal the proposed spray field to have a high ground water table unsuitable to address the flow violations.

MEAD & HUNT will coordinate with FDEP to revise the Consent Order such that the existing deadlines are extended. MEAD & HUNT will request sufficient time to submit the revised compliance plan, deliver design and bid documents, and complete construction of the proposed improvements.

MEAD & HUNT shall provide the requisite level of design to satisfy and address the violations, orders, and requirements of the FDEP Consent Order (CO). The compliance plan will be revised to address the recently acquired field conditions and include recommended alternatives to reduce the annual average flow rate (AADF) for D-001, as discussed in our review meeting on 2/18/22, these alternatives include:

- Construction of a new pond for additional storage
- New ASR well located on or near the Oak Street WWTP
- Increasing volume of existing lake storage reservoir by raising the existing berms and overflow elevations

SCOPE OF SERVICES

After receipt of authorization to proceed, MEAD & HUNT will provide the following services:

PHASE 1 – FDEP CONSENT ORDER COMPLIANCE PLAN REVISIONS

Project Coordination and Invoicing

MEAD & HUNT'S Project Manager (PM) will initiate the project and manage the budget and schedule, manage project staffing, review subconsultant invoices, manage project coordination, and schedule quality management processes for work products. The PM will monitor progress throughout the project and prepare monthly invoices for the CITY. It is assumed that these services will cover the estimated 3 month project duration.

Consent Order Schedule Extension

MEAD & HUNT will communicate with FDEP and coordinate with the City to extend the current Consent Order schedule. This scope includes one (1) virtual meeting with FDEP. MEAD & HUNT will submit a draft revision letter to the CITY for review and comment. Upon receipt of the CITY's review, MEAD & HUNT will submit the Consent Order revision on behalf of the CITY.

Consent Order Compliance Plan

MEAD & HUNT will update the compliance plan and submit a revised draft evaluating:

- Planning level alternatives that can be executed by the CITY in which the AADF for D-001 are anticipated to satisfy the requirements set forth in FDEP Consent Order OCG No. 21-0734.
- Implementation schedule in accordance with the Consent Order requirements.

A draft plan will be submitted to the CITY for review and comment. It is assumed the CITY will conduct their review in a two-week period and a meeting will be scheduled upon receipt of the CITY's review.

MEAD & HUNT will schedule and attend the review meeting to review the CITY's comments on the draft compliance plan. Comments received will be incorporated into the compliance plan and submitted to the FDEP for review. This scope includes one (1) virtual meeting with FDEP.

Deliverables

- Draft Consent Order Compliance Plan
- Draft Review Meeting Minutes
- Final Consent Order Compliance Plan
- Consent Order Revision/Schedule Extension Letter

PHASE 2 – SUBCONSULTANTS AND REIMBURSABLES

Items under this phase include out-of-pocket direct job expenses as outlined below. Items included in this phase will be billed at actual cost plus 10%.

Subconsultant Allowances

- Additional planning level assessments such as hydrogeologic or environmental may be required for the proposed project alternatives identified in the compliance plan document.

EXCLUSIONS

This scope of services excludes all items not specifically described herein, including but not limited to:

- Additional meetings with regulatory agencies
- Detailed engineering design that will be required to further develop and execute the Compliance Plan projects.

SCHEDULE

Mead & Hunt estimates the work included in this task order will be completed in accordance with the following schedule:

Phase/Task	Duration to Complete (calendar days)	Starting upon
<i>Phase 1 - Consent Order Evaluation and Compliance Plan</i>	90	<i>Receipt of notice to proceed</i>

COMPENSATION

The not-to-exceed cost for this Scope of Services is **\$35,693**. Progress payments shall be made in accordance with the Contract.

The above fee is based on the following breakdown:

Phase/Task	Fee/Cost	Basis
<i>Phase 1 – FDEP Consent Order Compliance Plan Revisions</i>	\$24,443	<i>Lump Sum</i>
<i>Phase 2 – Subconsultant & Reimbursable</i>		
<i>Subconsultant Allowances</i>	\$11,000	<i>Time & Expenses</i>
<i>Printing & Misc. Expenses</i>	\$250	<i>Time & Expenses</i>

Ms. Lynn Stevens

April 12, 2022

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Phase/Task	Fee/Cost	Basis
<i>TOTAL</i>	\$35,693	

AUTHORIZATION:

The scope of services and compensation stated in this proposal are valid for a period of thirty (30) days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by MEAD & HUNT.

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March 21, 2022

David Smicherko
Environmental Manager
Florida Department of Environmental Protection
3319 Maguire Blvd.
Orlando, FL 32803

Email: david.smicherko@floridadep.gov
Phone: (507) 897-4169

Subject: Port Orange Consent Order OGC Case #21-0734 – Permit #FL0020559 – Time Extension Request

Dear David,

On behalf of the City of Port Orange (City) regarding Consent Order OGC Case #21-0734, please find the enclosed request for consent order revision including a time extension necessary to address the consent order violations. This request is prompted by the following items:

- Flow Violation (D-001): Unfavorable geotechnical results were acquired. The proposed spray field is not anticipated to provide sufficient effluent discharge flow rate relief for the Halifax River due to the anticipated seasonal high ground water table elevation. Additional time is requested to revise the submitted Compliance Plan to evaluate effluent discharge alternatives, design/engineer the selected alternative, and complete construction.
- TSS Violation (EFD-2): The City rehabilitated the existing disc filter as described in the submitted Compliance Plan. After the disc filter was brought online, it was shortly discovered to be collecting sediment. The intake line is suspected to have a defect or damage that is causing the sediment issue. Additional time is requested to inspect the existing intake line, design/engineer the repair method, and complete the repair of the intake line.

Based on the recent findings during the City's effort to execute the submitted Compliance Plan, the following revisions are requested for the subject consent order:

- (1) Due to unfavorable geotechnical results (pertaining to D-001 violations) and suspected damage to the disc filter intake pipeline (pertaining to EFD-2 violations) the following schedule extension is requested.
- (2) Upon notice of approved schedule extension, Respondent shall:
- (3) Within **90 days** of the approved schedule extension, submit a revised corrective actions and design modifications report. Revised corrective actions report shall include corrective actions necessary to address the findings discussed in *paragraph (1)*
- (4) Within **270 days** after Department approval of the corrective actions and design modifications report in *paragraph (3)*, Respondent shall submit a complete application for a Department

wastewater permit to construct the modifications pursuant to *paragraph (3)*, if such a permit is required. In the event the Department requires additional information to process the permit application, Respondent shall provide a written response containing the information requested by the Department within **90 days** of the date of request.

- (5) Within **365 days** after issuance of the wastewater permit referenced in *paragraph (4)* above, Respondent shall complete construction of the modifications submitted pursuant to *paragraph (3)*
- (6) If no permit is required, within **390 days** of the approval of the corrective actions and design modifications in *paragraph (3)*, Respondent shall complete design and construction of the modifications submitted pursuant to *paragraph (3)*
- (7) Within **30 days** after completion of the construction, Respondent shall submit to the Department of Certificate of Completion, prepared and sealed by a professional engineer registered in the State of Florida, stating that modifications to the Facility, effluent disposal system, and collection system have been constructed in accordance with the provisions of the Permit or, if not Permit is required the design modifications submitted pursuant to *paragraph (3)*.
- (8) By **November 1, 2024** of upon completion of the corrective actions as provided per *paragraph (3)*, Respondent shall demonstrate compliance by maintaining effluent discharge concentration at D-002 at or below the final TSS effluent limits for six consecutive calendar months and report results on the required DMRs.
- (9) Beginning the effective date of this Order and lasting through **November 1, 2024** the facility is subject to the interim limits listed in the original consent order
- (10) By **November 1, 2024** the sum of the annual average flow at D-001 and D-002 shall not exceed 0.999 MGD.

If you have any questions, comments or require additional information, please contact me.

Sincerely,
MEAD & HUNT, Inc.



Tonya Sonier, P.E.
Project Manager

cc: Jenny Farrell, Florida Department of Environmental Protection
Lynn Stevens, City of Port Orange
Junos Reed, P.E., City of Port Orange
Christopher Wall, City of Port Orange
Steve Parnell, City of Port Orange
Brad Blais, P.E., Mead & Hunt



City of Port Orange Public Works and Utilities Department

TO: Wayne Clark, City Manager

THRU: Lynn Stevens, Public Works, and Utilities Director
Julia Wiggins, Public Works and Utilities Business Manager

FROM: Junos Reed P.E., Engineering and Construction Manager

DATE: April 8, 2022

SUBJECT: Mead & Hunt –Task Authorization No. 1 under the Master Contract for Professional Engineering Services for Public Utilities and Environmental Services CA7763 for, Consent Order OCG No. 21-0734 Compliance Plan Phase II

REQUEST:

The Public Works & Utilities Department is requesting approval of Task Authorization No 1 under the Master Contract for Professional Engineering services with Mead & Hunt for the Consent Order OCG No. 21-0734 Compliance Plan Phase II in the amount not to exceed \$35,693.00.

PURPOSE:

The purpose of this Task Authorization is for Mead & Hunt to assist City Staff with the preparation of the required compliance plan associated with Consent Order OGG No. 21-0734 issued by the Florida Department of Environmental Protection (FDEP).

CONSIDERATION:

On August 25, 2021, the FDEP issued a Consent Order (OCG Case No. 21-0734) to the City identifying two violations of the Wastewater Permit associated with the operation of the City of Port Orange Water Reclamation Facility (WRF). One of the violations was for exceeding the Total Suspended Solids (TSS) limits at the reclaimed lakes discharge point identified as EFD-2 for D-002 in the permit. The other violation was for exceeding the annual average discharge flow of 0.999 million Gallons per Day (MGD) for surface water discharge which is the sum of discharges from D-001 (River Discharge) and D-002 (Wetlands at Reclaimed Lakes Discharge). Mead & Hunt completed an evaluation of the effluent disposal system and identified the cause(s) of the violations listed in the Consent Order as part of Phase I of the Compliance Plan. Additionally, Mead & Hunt prepared an Engineering Report which includes a scope of work and schedule for corrective actions

submitted to FDEP. To satisfy the violation for exceeding the permitted annual average discharge, a spray field located near the reclaimed water reservoirs was proposed. The spray field location was selected due to its proximity to existing reclaimed water infrastructure. As part of determining how much disposal capacity the spray field would have, soil borings were done to determine the soil classifications and the depth to groundwater. Preliminary geotechnical results reveal the proposed spray field to have a high ground water table unsuitable to address the flow violations. Due to these unfavorable conditions, the submitted Phase I Compliance Plan is required to be revised and resubmitted to the Florida Department of the Environmental Protection (FDEP).

Phase II of the compliance plan will include recommended alternatives to reduce the annual average flow rate for D-001. These alternatives included the Construction of a new or expanded reservoir for additional wet weather storage, a new ASR well located on or near the Water Reclamation Facility on Oak St and increase the volume of the existing reclaimed water reservoirs by raising the existing berms and overflow elevations. Mead & Hunt will prepare the requisite level of design of the selected alternative to satisfy and address the requirements of the FDEP Consent Order. Once the Compliance Plan is accepted by FDEP, a separate Task Authorization for designing the selected alternative will be processed.

FUNDING:

Fund: 401

Name: Water and Sewer Services

Cost Center: Water and Sewer

Program: Wastewater Treatment

Spend Category: Other Professional Services

Budget: \$83,400

Phase II Compliance Plan: \$35,693.00

RECOMMENDATION:

The Public Works & Utilities Department recommends approval of Task Authorization No 1 under the Master Contract for Professional Engineering services with Mead & Hunt for the Consent Order OGC No. 21-0734 Compliance Plan Phase II in the amount not to exceed \$35,693.00.

ANTICIPATED SCHEDULE:

- a) Council Approval Date: May 3, 2022
- b) The Compliance Plan will be submitted to FDEP no later than June 30, 2022, which is 90 days from the approval of the schedule extension effective date (April 1, 2022) of the Consent Order.

ATTACHMENTS:

- 1. Mead & Hunt Proposal for the FDEP Consent Order Compliance Plan Phase II
- 2. Executed Consent Order, OGC No. 21-073



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/3/2022

SUBJECT: (C9a) Approval of Amendment to the Hunting Lease for G&G Outdoors, LLC

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the Amendment to the Hunting Lease for G&G Outdoors, LLC, subject to review and approval by Volusia County; authorize the City Manager to accept modifications requested by the County; and authorize the Mayor and City Clerk to execute all necessary documents.

SUMMARY: The City and Volusia County jointly own approximately 3,677 acres of the 12,339 acres of real property located off Shunz Road. The property is used for water supply (wells for the water plant), reclaimed water storage and lake system, groundwater rehydration, gopher tortoise habitat, and wetland mitigation bank. The mitigation bank permit, issued by Florida Fish & Wildlife and US Army Corp of Engineers, requires a land management plan. Hunting on the property for species control is specified in the land management plan. On August 1, 2019, the City and County entered into a 5-year hunting lease with G&G Outdoors, LLC.

Volusia County approached staff to remove approximately 26 acres of jointly owned land from the hunt club area for an archery range under a third-party lease agreement. The City shall retain joint ownership of Parcel A and have the right to enter at all reasonable hours for the purpose of inspecting the same. All expenses associated with the archery range will be the responsibility of Volusia County. The County intends to lease the 26 acres to Daytona Archers, Inc. for an amount of \$1 per year.

This amendment removes the 26 acres from the City/County jointly owned property from the existing hunt lease with G&G Outdoors for the archery range. While under lease with the archery range, hunting in this area would not be allowed and therefore must be excluded from the current hunting lease. The removal of the 26 acres will reduce the annual lease amount by \$390.84 (\$195.42 City portion and \$195.42 County portion). This amendment further clarifies how the consumer price index increase will be applied for the remainder of the hunt club lease. The vendor shall be billed separately for the additional increase from August through April, the date of the contract renewal period. Thereafter, any increases to the annual lease will remain as outlined in the initial contract.

PRESENTER: Lynn Stevens

ATTACHMENTS:

1.	First Amendment to the Hunt Club Lease w Exhibits	Hunt Club First Amendment w Exhibits w Co rev 4-5-22.pdf
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Lynn Stevens	Created/Initiated - 4/11/2022
Julia Wiggins	Approved - 4/13/2022
Lynn Stevens	Approved - 4/13/2022
John McKinney	Approved - 4/18/2022
Matthew Jones	Approved - 4/21/2022
Wayne Clark	Approved - 4/22/2022
Robin Fenwick	Final Approval - 4/22/2022

**FIRST AMENDMENT TO THE HUNTING LEASE
FOR G & G OUTDOORS, LLC**

THIS FIRST AMENDMENT TO THE HUNTING LEASE FOR G & G OUTDOORS, LLC ("First Amendment"), is entered into by and between the **COUNTY OF VOLUSIA**, a body corporate and politic and a political subdivision of the State of Florida, with administrative offices at 123 W. Indiana Ave., DeLand, FL 32720, and the **CITY OF PORT ORANGE**, a Florida municipal corporation, having a mailing address of 1000 City Center Circle, Port Orange, FL 32129 (collectively sometimes referred to as the "Lessor" or "Managing Agencies"), and the **G & G OUTDOORS, LLC**, a Florida limited liability company, whose principal address is 4059 Quail Nest Lane, New Smyrna Beach, Florida 32168 ("Lessee"). The Managing Agencies and the Lessee are collectively referred to hereinafter as the "Parties."

WHEREAS, the Parties previously entered into that certain Hunting Lease dated July 16, 2019, as supplemented by Addendum No. 1, (the "Lease"), whereby Lessee leased certain real property located in Volusia County, Florida for the purpose of recreational, non-commercial hunting and fishing by its members and their guests, as more particularly described in the Lease; and

WHEREAS, the land subject to the terms and conditions of the Lease is the land more particularly described in **Exhibit "A"** to the Lease and referenced therein as the Premises ("Premises"); and

WHEREAS, the Managing Agencies have designated a portion of the Premises as a "Scheduled Hunt Area", more particularly described in **Exhibit "B"** to the Lease; and

WHEREAS, the County of Volusia desires to relocate the Volusia County Archery Club ("Archery Club") within the Premises; and

WHEREAS, it is necessary to exclude a portion of the Premises thereby amending the land more particularly described as the Premises and the land more particularly described as a Scheduled Hunt Area in furtherance of Volusia County leasing said portion to the Archery Club; and

WHEREAS, in accordance with the Lease, if any land subject to the Lease is added or excluded, then rent shall be adjusted accordingly; and

WHEREAS, the Parties desire to correct a scrivener's error contained in **Exhibit "D"** of the Lease regarding the dates for calculating annual rent increases; and

NOW THEREFORE, the Parties hereby agree as follows:

1. The recitals stated above are true and correct and are incorporated herein by reference.
2. Exhibit "A" to the Lease reflecting the lands subject to the Lease ("Premises") is hereby deleted in its entirety and replaced herewith **Exhibit "A"**, attached hereto and made a part hereof by this reference, to reflect reducing the Premises by approximately 26 acres that are anticipated to be leased to the Archery Club.

3. Exhibit "B" to the Lease reflecting a portion of the Premises designated as a Scheduled Hunt Area is hereby deleted in its entirety and replaced herewith **Exhibit "B"**, attached hereto and made a part hereof by this reference, to reflect reducing the Scheduled Hunt Area by approximately 26 acres that are anticipated to be leased to the Archery Club.

4. The City of Port Orange Forester will be responsible for marking and maintaining the revised boundary between the Premises subject to the Lease, as amended herein, and the land anticipated to be leased to the Archery Club with fire lines disked annually.

5. The Lessee shall be responsible for posting the revised boundary between the Premises as amended herein, and the land to be leased by the Archery Club with signs to clearly mark said boundary, in compliance with federal, state, and local laws and approved by the Managing Agencies or their designee. Lessee shall be responsible for maintaining and replacing the required signs, as needed.

6. Pursuant to the Lease, any exclusion of land from the Lease will result in an adjustment to the annual Lessee's Lease payments as originally established in Exhibit "D" of the Lease. Exhibit "D" to the Lease is hereby deleted in its entirety and replaced herewith **Exhibit "C"** to this First Amendment, attached hereto and made a part hereof by reference.

7. The graphic referenced in Exhibit "D" to the Lease is hereby deleted in its entirety and replaced with the graphic contained herein and **revised as of 3/14/2022**, attached hereto and made a part hereof by reference.

7. Notwithstanding the date of execution, this First Amendment shall become effective April 1, 2022.

8. All of the provisions of the Lease, as addended, shall remain in full force and effect and except for those matters specifically amended herein by this First Amendment. The Lease shall survive the execution of this First Amendment.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Hunting Lease for G & G Outdoors, LLC, by and through their duly authorized representatives, on the respective dates shown below.

[THIS SPACE INTENTIONALLY LEFT BLANK]

WITNESSES:

CITY OF PORT ORANGE,
a Florida municipal corporation

Signature

Printed Name

Signature

Printed Name

By: _____
Donald O. Burnette, Mayor

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

Date: _____

WITNESSES:

Signature

Printed Name

Signature

Printed Name

COUNTY OF VOLUSIA, a body corporate
and politic and a political subdivision of the
State of Florida

By: _____
Jeffrey S. Brower, County Chair
Volusia County

Attest: _____
George Recktenwald, County Manager

Date: _____

WITNESSES

Signature

Printed Name

Signature

Printed Name

G & G OUTDOORS, LLC,
a Florida limited liability company

By: _____
Ander Goiriena, Manager

EXHIBIT "A"

LEASED PREMISES

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

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

TOGETHER WITH:

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

SECTION 11, THENCE ALONG THE WEST LINE OF SAID SECTION 11 RUN N 03°22'05" W, A DISTANCE OF 1391.99 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF SHUNZ ROAD (A 200 FOOT RIGHT OF WAY); THENCE ALONG SAID SOUTHERLY LINE N 88°45'25" E, A DISTANCE OF 1459.81 FEET TO A POINT ON THE WESTERLY PRESCRIPTIVE RIGHT OF WAY LINE OF TOMOKA FARMS ROAD (AS RECORDED IN MAP BOOK 1, PAGES 23 THROUGH 39 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA); THENCE ALONG SAID WESTERLY PRESCRIPTIVE RIGHT OF WAY LINE THE FOLLOWING 45 COURSES AND DISTANCES; S 18°10'45" E, A DISTANCE OF 58.46 FEET; THENCE S 18°03'52" E, A DISTANCE OF 200.00 FEET; THENCE S 18°27'56" E, A DISTANCE OF 100.00 FEET; THENCE S 18°24'30" E, A DISTANCE OF 100.00 FEET; THENCE S 17°50'07" E, A DISTANCE OF 100.00 FEET; THENCE S 17°57'00" E, A DISTANCE OF 100.00 FEET; THENCE S 18°03'52" E, A DISTANCE OF 200.00 FEET; THENCE S 17°50'07" E, A DISTANCE OF 100.00 FEET; THENCE S 17°32'56" E, A DISTANCE OF 100.00 FEET; THENCE S 23°15'52" E, A DISTANCE OF 100.40 FEET; THENCE S 17°32'56" E, A DISTANCE OF 100.00 FEET; THENCE S 10°42'54" E A DISTANCE OF 100.84 FEET, THENCE S 15°04'04" E, A DISTANCE OF 88.49 FEET; THENCE S 08°53'42" E, A DISTANCE OF 100.10 FEET; THENCE S 08°12'30" E, A DISTANCE OF 100.05 FEET; THENCE S 06°50'02" E, A DISTANCE OF 100.00 FEET; THENCE S 06°56'55" E, A DISTANCE OF 100.00 FEET; THENCE S 06°05'21" E, A DISTANCE OF 800.01 FEET; THENCE S 06°22'32" E, A DISTANCE OF 100.00 FEET; THENCE S 05°48'09" E, A DISTANCE OF 100.00 FEET; THENCE S 06°22'32" E, A DISTANCE OF 100.00 FEET; THENCE S 06°08'47" E, A DISTANCE OF 100.00 FEET; THENCE S 06°36'17" E, A DISTANCE OF 100.00 FEET; THENCE S 05°48'09" E, A DISTANCE OF 100.00 FEET; THENCE S 06°22'32" E, A DISTANCE OF 400.00 FEET; THENCE S 05°48'09" E, A DISTANCE OF 100.00 FEET; THENCE S 06°22'32" E, A DISTANCE OF 100.00 FEET; THENCE S 05°48'09" E, A DISTANCE OF 100.00 FEET; THENCE S 06°22'32" E, A DISTANCE OF 600.00 FEET; THENCE S 05°48'09" E, A DISTANCE OF 100.00 FEET; THENCE S 06°39'43" E, A DISTANCE OF 200.00 FEET; THENCE S 05°48'09" E, A DISTANCE OF 100.00 FEET; THENCE S 05°34'24" E, A DISTANCE OF 100.01 FEET; THENCE S 06°36'17" E, A DISTANCE OF 100.00 FEET; THENCE S 06°56'55" E, A DISTANCE OF 100.00 FEET; THENCE S 06°22'32" E, A DISTANCE OF 100.00 FEET; THENCE S 06°39'43" E, A DISTANCE OF 200.00 FEET; THENCE S 06°22'32" E, A DISTANCE OF 100.00 FEET; THENCE S 06°39'43" E, A DISTANCE OF 200.00 FEET; THENCE S 10°14'17" E, A DISTANCE OF 108.68 FEET; THENCE S 08°35'15" E, A DISTANCE OF 101.12 FEET; THENCE S 16°32'44" E, A DISTANCE OF 200.01 FEET; THENCE S 19°07'23" E, A DISTANCE OF 400.24 FEET; THENCE S 17°24'18" E, A DISTANCE OF 100.00 FEET; THENCE S 14°55'03" E, A DISTANCE OF 75.90 FEET; THENCE DEPARTING SAID PRESCRIPTIVE RIGHT OF WAY LINE RUN THE FOLLOWING 20 COURSES AND DISTANCE ALONG A FENCE LINE; S 88°53'10" W, A DISTANCE OF 514.92 FEET; THENCE S 88°09'06" W, A DISTANCE OF 410.91 FEET; THENCE S 88°34'20" W, A DISTANCE OF 166.19 FEET; THENCE S 87°59'19" W, A DISTANCE OF 330.63 FEET; THENCE S 88°34'57" W, A DISTANCE OF 167.79 FEET; THENCE S 87°45'50" W, A DISTANCE OF 161.70 FEET; THENCE S 88°02'21" W, A DISTANCE OF 330.52 FEET; THENCE S 88°58'14" W, A DISTANCE OF 85.62 FEET; THENCE S 88°05'28" W, A DISTANCE OF 148.69 FEET; THENCE S 87°35'15" W, A DISTANCE OF 94.48 FEET; THENCE S 87°24'39" W, A DISTANCE OF 165.06 FEET; THENCE S 88°53'05" W, A DISTANCE OF 94.15 FEET; THENCE S 88°48'57" W, A DISTANCE OF 1067.37 FEET; THENCE S 83°55'42" W, A DISTANCE OF 138.00 FEET; THENCE S 87°54'50" W, A DISTANCE OF 242.71 FEET; THENCE S 84°59'48" W, A DISTANCE OF 88.03 FEET; THENCE S 88°29'38" W, A DISTANCE OF 328.93 FEET; THENCE S 88°05'05" W, A DISTANCE OF 329.56 FEET; THENCE S 87°31'46" W, A DISTANCE OF 327.03 FEET; THENCE S 00°51'47" E, A DISTANCE OF 37.05 FEET TO A POINT ON THE SOUTH LINE OF AFORESAID SECTION 15; THENCE ALONG SAID SOUTH SECTION LINE S 88°36'04" W, A DISTANCE OF 2667.00 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 15; THENCE ALONG THE SOUTH LINE OF AFORESAID SECTION 16, S 88°18'43" W, A DISTANCE OF

5239.77 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 16; THENCE ALONG THE WEST LINE OF SAID SECTION N 01°54'16" W, A DISTANCE OF 2029.42 FEET TO THE AFOREMENTIONED SOUTHERLY RIGHT OF WAY LINE OF SHUNZ ROAD; THENCE ALONG SAID RIGHT OF WAY LINE S 87°08'28" E, A DISTANCE OF 2459.30 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2300.00 FEET, A CENTRAL ANGLE OF 15°53'15" AND A CHORD BEARING OF N 84°54'55" E, THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 637.77 FEET; THENCE N 76°58'17" E, A DISTANCE OF 1787.41 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING A RADIUS OF 2100.00 FEET, A CENTRAL ANGLE OF 12°34'01" AND A CHORD BEARING OF N 70°41'17" E; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE A DISTANCE OF 460.60 FEET TO AN INTERSECTION WITH THE WESTERLY SECTION LINE OF AFORESAID SECTION 15; THENCE ALONG SAID WESTERLY LINE S 00°58'36" E, A DISTANCE OF 673.58 FEET; THENCE DEPARTING SAID SECTION LINE RUN N 88°36'04" E, A DISTANCE OF 2679.80 FEET; THENCE N 88°36'04" E, A DISTANCE OF 2685.82 FEET TO THE EAST LINE OF SAID SECTION 15; THENCE ALONG SAID EAST LINE N 00°55'57" W, A DISTANCE OF 3725.42 FEET TO THE NORTHEAST CORNER OF SAID SECTION 15 ALSO BEING THE SOUTHWEST CORNER OF SAID SECTION 11 AND THE POINT OF BEGINNING;

TOGETHER WITH:

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

BEGINNING;

TOGETHER WITH:

THE WEST ONE HALF ($W\frac{1}{2}$) OF SECTION 22, TOWNSHIP 16 SOUTH, RANGE 32 EAST, EXCEPT, BEGINNING AT THE NORTH QUARTER CORNER OF SAID SECTION 22, TOWNSHIP 16 SOUTH, RANGE 32 EAST RUN S $00^{\circ}22'38''$ E ALONG THE EAST LINE OF THE NORTHWEST ONE QUARTER OF SAID SECTION 22 A DISTANCE OF 2613.69 FEET TO A $\frac{3}{4}$ INCH IRON PIPE; THENCE RUN N $01^{\circ}13'33''$ W ALONG THE WESTERLY MONUMENTED SUBDIVISION LINE OF TOMOKA FARMS, A PLAT AS RECORDED IN MAP BOOK 22 AT PAGES 168 AND 169 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA A DISTANCE OF 2613.78 FEET; TO THE NORTH LINE OF SAID SECTION 22, THENCE RUN N $89^{\circ}20'09''$ E ALONG SAID NORTH SECTION LINE A DISTANCE OF 38.75 FEET TO THE POINT OF BEGINNING;

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

ALL OF THAT PROPERTY LYING SOUTH OF INTERSTATE 4 (STATE ROAD 400) IN THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 23, TOWNSHIP 16 SOUTH, RANGE 31 EAST;

TOGETHER WITH:

ALL OF THAT PROPERTY LYING SOUTH OF INTERSTATE 4 (STATE ROAD 400) IN THE SOUTHEAST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 31 EAST;

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

THE NORTHWEST ONE QUARTER (NW $\frac{1}{4}$) AND THE NORTH ONE HALF OF THE SOUTHWEST ONE QUARTER (N $\frac{1}{2}$ OF THE SW $\frac{1}{4}$) AND THE SOUTHEAST ONE QUARTER OF THE SOUTHWEST ONE QUARTER (SE $\frac{1}{4}$ OF THE SW $\frac{1}{4}$) AND THE SOUTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER (SW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$) LESS AND EXCEPT THE SOUTH THREE QUARTERS OF THE EAST ONE HALF OF THE SOUTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER (S $\frac{3}{4}$ OF THE E $\frac{1}{2}$ OF THE SW $\frac{1}{4}$ OF THE SW $\frac{1}{4}$) AND EXCEPT THE WEST 200 FEET OF THE EAST 860 FEET OF THE SOUTH 990 FEET OF THE SOUTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER AND ALSO EXCEPT THE NORTH 200 FEET OF THE EAST 860 FEET OF THE SOUTH 1190 FEET OF THE SOUTHWEST ONE QUARTER OF THE SOUTHWEST ONE QUARTER OF SECTION 27, TOWNSHIP 16 SOUTH, RANGE 32 EAST;

TOGETHER WITH:

THE SOUTHEAST ONE QUARTER OF THE NORTHWEST ONE QUARTER (SE $\frac{1}{4}$ OF THE NW $\frac{1}{4}$) EXCEPT THE NORTH 8 CHAINS OF THE WEST 4 CHAINS THEREOF AND THE SOUTHWEST ONE QUARTER OF THE NORTHWEST ONE QUARTER (SW $\frac{1}{4}$ OF THE NW $\frac{1}{4}$) EXCEPT THE NORTHEAST ONE QUARTER (NE $\frac{1}{4}$) THEREOF, AND THE SOUTHWEST ONE QUARTER OF SECTION 34, TOWNSHIP 16 SOUTH, RANGE 32 EAST, LESS AND EXCEPT THOSE LANDS DEEDED PER OFFICIAL RECORD BOOK 3276, PAGE 0077 OF THE PUBLIC RECORDS OF SAID VOLUSIA COUNTY; SAID EXCEPTION CONTAINING 199.56 ACRES, MORE OR LESS;

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

LESS AND EXCEPT:

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

TOGETHER WITH:

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

LESS AND EXCEPT:

LEGAL DESCRIPTION (ARCHERY CLUB LEASE, LONGLEAF PINE PRESERVE):

A PORTION OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 10; THENCE RUN S 00°58'53" E, ALONG THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 1348.18 FEET; THENCE, DEPARTING SAID WEST LINE, RUN N 89°01'07" E, A DISTANCE OF 844.74 FEET TO A POINT ON THE CENTERLINE OF AN EXISTING LIME ROCK ROAD; THENCE RUN ALONG THE CENTERLINE OF SAID ROAD THE FOLLOWING 8 COURSES; S 22°48'48" E, A DISTANCE OF 48.43 FEET; THENCE S 15°46'24" E, A DISTANCE OF 103.68 FEET; THENCE S 13°08'47" E, A DISTANCE OF 169.30 FEET; THENCE S 18°16'34" E, A DISTANCE OF 130.35 FEET; THENCE S 24°54'58" E, A DISTANCE OF 161.01 FEET; THENCE S 20°42'10" E, A DISTANCE OF 159.79 FEET; THENCE S 19°11'11" E, A DISTANCE OF 410.12 FEET; THENCE S 20°24'42" E, A DISTANCE OF 114.17 FEET; THENCE, DEPARTING SAID CENTERLINE, RUN N 76°34'29" E, A DISTANCE OF 100.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 76°34'29" E, A DISTANCE OF 1571.09 FEET; THENCE S 17°23'32" E, A DISTANCE OF 387.63 FEET TO A POINT ON A LINE THAT IS 25.00 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF THE EXISTING PAVEMENT OF THE OLD ROAD (PREVIOUSLY KNOWN AS PIONEER TRAIL); THENCE RUN S 62°22'51" W, ALONG SAID LINE, A DISTANCE OF 118.97 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 575.00 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°51'53", AN ARC DISTANCE OF 259.57 FEET TO THE POINT OF TANGENCY; THENCE S 36°30'59" W, A DISTANCE OF 114.55 FEET TO THE EAST RIGHT OF WAY LINE OF THE CERTAIN FLORIDA POWER AND LIGHT EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 678, PAGE 603 AND OFFICIAL RECORDS BOOK 756, PAGE 67 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN S 01°17'44" E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 429.82 FEET TO ITS INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL (COUNTY ROAD # 4118); THENCE RUN WESTERLY, ALONG THE SAID NORTHERLY RIGHT OF WAY LINE, 200.00 FEET MORE OR LESS TO ITS INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF THE AFORESAID FLORIDA POWER AND LIGHT EASEMENT; THENCE RUN N 01°17'44" W, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 301.11 FEET; THENCE, DEPARTING SAID LINE, RUN S 31°42'06" W, A DISTANCE OF 154.16 FEET; THENCE S 70°23'48" W, A DISTANCE OF 140.90 FEET TO A POINT ON A LINE THAT IS 100.00 FEET NORTHERLY AND NORTHEASTERLY OF AND PARALLEL WITH THE AFORESAID LIME ROCK ROAD; THENCE RUN ALONG SAID LINE THE FOLLOWING 11 COURSES; S 80°59'17" W, A DISTANCE OF 67.05 FEET; THENCE S 84°59'02" W, A DISTANCE OF 95.38 FEET; THENCE N 83°43'21" W, A DISTANCE OF 98.59 FEET; THENCE N 72°32'28" W, A DISTANCE OF 94.80 FEET; THENCE N 61°09'12" W, A DISTANCE OF 106.30 FEET; THENCE N 56°01'37" W, A DISTANCE OF 103.09 FEET; THENCE N 54°43'46" W, A DISTANCE OF 102.40 FEET; THENCE N 44°04'39" W, A DISTANCE OF 68.22 FEET; THENCE N 26°02'56" W, A DISTANCE OF 124.58 FEET; THENCE N 25°53'43" W, A DISTANCE OF 271.72 FEET; THENCE N 23°36'10" W, A DISTANCE OF 146.37 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PARCEL CONTAINS 25.995 ACRES MORE OR LESS.

EXHIBIT "B"

SCHEDULED HUNT AREA

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

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

TOGETHER WITH:

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

TOGETHER WITH:

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

TOGETHER WITH:

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

LESS AND EXCEPT:

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

TOGETHER WITH:

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

COUNTY, FLORIDA AND THE POINT OF BEGINNING.

LESS AND EXCEPT:

LEGAL DESCRIPTION (ARCHERY CLUB LEASE AREA, LONGLEAF PINE PRESERVE):

A PORTION OF SECTION 10, TOWNSHIP 17 SOUTH, RANGE 32 EAST, VOLUSIA COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 10; THENCE RUN S 00°58'53" E, ALONG THE WEST LINE OF SAID SECTION 10, A DISTANCE OF 1348.18 FEET; THENCE, DEPARTING SAID WEST LINE, RUN N 89°01'07" E, A DISTANCE OF 844.74 FEET TO A POINT ON THE CENTERLINE OF AN EXISTING LIME ROCK ROAD; THENCE RUN ALONG THE CENTERLINE OF SAID ROAD THE FOLLOWING 8 COURSES; S 22°48'48" E, A DISTANCE OF 48.43 FEET; THENCE S 15°46'24" E, A DISTANCE OF 103.68 FEET; THENCE S 13°08'47" E, A DISTANCE OF 169.30 FEET; THENCE S 18°16'34" E, A DISTANCE OF 130.35 FEET; THENCE S 24°54'58" E, A DISTANCE OF 161.01 FEET; THENCE S 20°42'10" E, A DISTANCE OF 159.79 FEET; THENCE S 19°11'11" E, A DISTANCE OF 410.12 FEET; THENCE S 20°24'42" E, A DISTANCE OF 114.17 FEET; THENCE, DEPARTING SAID CENTERLINE, RUN N 76°34'29" E, A DISTANCE OF 100.69 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 76°34'29" E, A DISTANCE OF 1571.09 FEET; THENCE S 17°23'32" E, A DISTANCE OF 387.63 FEET TO A POINT ON A LINE THAT IS 25.00 FEET NORTHERLY OF AND PARALLEL WITH THE CENTERLINE OF THE EXISTING PAVEMENT OF THE OLD ROAD (PREVIOUSLY KNOWN AS PIONEER TRAIL); THENCE RUN S 62°22'51"W, ALONG SAID LINE, A DISTANCE OF 118.97 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 575.00 FEET; THENCE RUN ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 25°51'53", AN ARC DISTANCE OF 259.57 FEET TO THE POINT OF TANGENCY; THENCE S 36°30'59" W, A DISTANCE OF 114.55 FEET TO THE EAST RIGHT OF WAY LINE OF THE CERTAIN FLORIDA POWER AND LIGHT EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 678, PAGE 603 AND OFFICIAL RECORDS BOOK 756, PAGE 67 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE RUN S 01°17'44" E, ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 429.82 FEET TO ITS INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF PIONEER TRAIL (COUNTY ROAD # 4118); THENCE RUN WESTERLY, ALONG THE SAID NORTHERLY RIGHT OF WAY LINE, 200.00 FEET MORE OR LESS TO ITS INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF THE AFORESAID FLORIDA POWER AND LIGHT EASEMENT; THENCE RUN N 01°17'44" W, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 301.11 FEET; THENCE, DEPARTING SAID LINE, RUN S 31°42'06" W, A DISTANCE OF 154.16 FEET; THENCE S 70°23'48" W, A DISTANCE OF 140.90 FEET TO A POINT ON A LINE THAT IS 100.00 FEET NORTHERLY AND NORTHEASTERLY OF AND PARALLEL WITH THE AFORESAID LIME ROCK ROAD; THENCE RUN ALONG SAID LINE THE FOLLOWING 11 COURSES; S 80°59'17" W, A DISTANCE OF 67.05 FEET; THENCE S 84°59'02" W, A DISTANCE OF 95.38 FEET; THENCE N 83°43'21" W, A DISTANCE OF 98.59 FEET; THENCE N 72°32'28" W, A DISTANCE OF 94.80 FEET; THENCE N 61°09'12" W, A DISTANCE OF 106.30 FEET; THENCE N 56°01'37" W, A DISTANCE OF 103.09 FEET; THENCE N 54°43'46" W, A DISTANCE OF 102.40 FEET; THENCE N 44°04'39" W, A DISTANCE OF 68.22 FEET; THENCE N 26°02'56" W, A DISTANCE OF 124.58 FEET; THENCE N 25°53'43" W, A DISTANCE OF 271.72 FEET; THENCE N 23°36'10" W, A DISTANCE OF 146.37 FEET TO THE POINT OF BEGINNING.

THE ABOVE-DESCRIBED PARCEL CONTAINS 25.995 ACRES MORE OR LESS.

Exhibit "C"
(replacing Exhibit "D" to the Lease)

Lease Charges Effective April 1, 2022* August 1, 2019 - July 31, 2022 (Initial Period)					
	Wholly Owned City	City Portion of Joint	County Portion of Joint	Wholly County	Total
Acres	7,311	<u>1,826</u>	<u>1,826</u>	1,341	<u>12,303</u>
Cost per Acre	\$ 15.03	\$ 15.03	\$ 15.03	\$ 15.03	
Lease	\$ 109,900.29	\$ 27,441.25	\$ 27,441.25	\$ 20,158.16	\$ 185,940.94
Annual Lease Billed By City	\$ <u>137,341.54</u>				
Annual Lease Billed by County	\$ <u>47,599.41</u>				
Total Annual Lease	\$ <u>184,940.94*</u>				

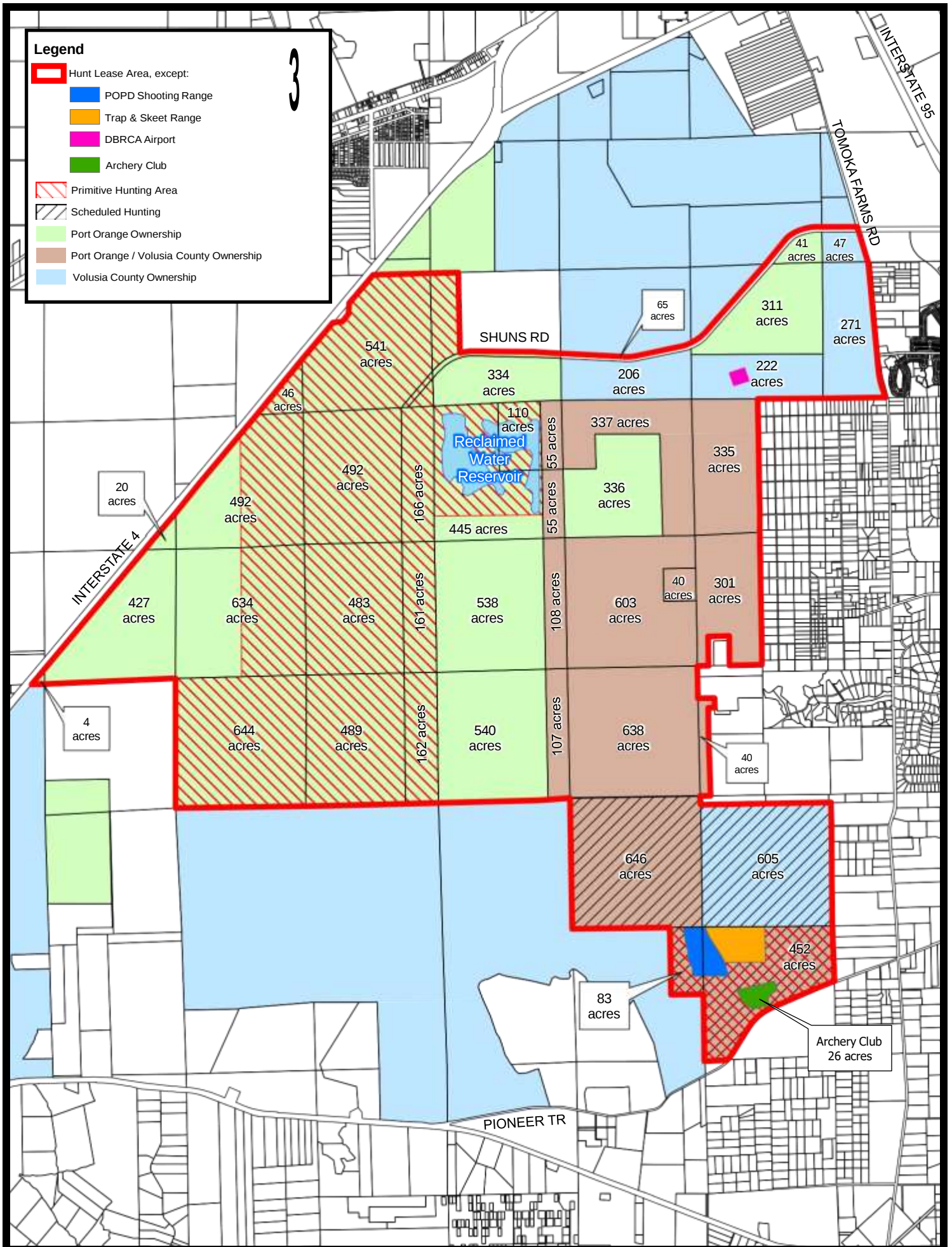
Note: Wholly Owned County used to be 1,351 acres, but was reduced by 10 acres to 1,341 based on an addendum to the 19-06 ITB that removed the 10 acres leased by the remote control airplane group. Actual charge per acre is \$15.03218266 (in order to arrive at bid amount of \$185,331.78).

Note: Portion of Jointly Owned land subject to the Lease was reduced by approximately 26 acres based on the First Amendment to the Lease that removed the +/- 26 acres for the purpose of the county leasing to the Volusia County Archery Club. Thereby causing a reduction of \$390.84 to the total annual lease amount (\$195.42 to the City and \$195.42 to the county) in order to arrive at the revised Total Annual Lease amount of \$184,940.94, set forth hereinabove. This is effective with the Annual rent due April 1, 2022.

*Annual rent will increase effective with the term beginning on April 1, 2022** ~~August 1, 2022~~ based on applying CPI formula included in the contract and bid to 8 months of the annual Lease Charges and remain at that level for the 4th (2022-23) and 5th (2023-24) years of the lease. 1-Year renewals will be considered after the initial 5-Year term and will increase by 1.5% at each 1-year renewal. **For the 2022 rent increase to Lease Charges based on CPI, Lessee will be billed for the difference between the Lease Charges as stated hereinabove and the increased Lease Charges effective with the 4th year term on August 1st, 2022.

Leased Premises are shown on the attached graphic.

Exhibit "C"
replacing Ex. D to Lease





CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/3/2022

SUBJECT: (C9b) Approval of Interlocal Agreement with Volusia County on Jointly Owned Land and Consent to Lease for an Archery Range

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the Interlocal Agreement with Volusia County on Jointly Owned Land for an Archery Range and consent to the Lease Agreement between Volusia County and Daytona Beach Archers, Inc., subject to review and approval by Volusia County; authorize the City Manager to accept modifications requested by the County; and authorize the Mayor and City Clerk to execute all necessary documents.

SUMMARY: The City of Port Orange and Volusia County jointly own approximately 3,677 acres of the 12,339 acres of real property located off Shunz Road. This interlocal agreement authorizes the use of approximately 26 acres of jointly owned land for an archery range (hereinafter referred to as "Parcel A") under a lease agreement with a third party. Parcel A is generally located in the southern area of the property, north of Pioneer Trail and south of the Police Gun Range. The City shall retain joint ownership of Parcel A and have the right to enter at all reasonable hours for the purpose of inspecting the same. The term of the agreement is 10 years with an option to extend the agreement an additional 10 years. All expenses associated with the archery range will be the responsibility of Volusia County. The County intends to lease Parcel A to Daytona Archers, Inc. for an amount of \$1 per year.

PRESENTER: Lynn Stevens

ATTACHMENTS:

1.	Port Orange Volusia County Interlocal for use of jointly owned land for archery range	Port Orange Volusia County Interlocal Archery Club agreed changes w date added.pdf
2.	Lease Between Volusia County and Daytona Archers, Inc. with City consent	Archery_Lease_Draft w Rev frm COPO agreed versopm 4.26.22 w lease term.pdf
3.	Map of property	Archery Club.pdf
4.	Map of Archery Range Area	Archery Range Agreement Map

	2.9.22.pdf
Julia Wiggins	Created/Initiated - 4/13/2022
Julia Wiggins	Approved - 4/13/2022
Lynn Stevens	Approved - 4/13/2022
John McKinney	Approved - 4/18/2022
Matthew Jones	Approved - 4/26/2022
Wayne Clark	Approved - 4/27/2022
Robin Fenwick	Final Approval - 4/28/2022

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT (hereinafter referred to as the “Agreement”) made this ____ day of _____, 2022, by and between THE CITY OF PORT ORANGE, 1000 City Center Circle, Port Orange, Florida 32129, hereinafter referred to as “City” and COUNTY OF VOLUSIA, 123 West Indiana Avenue, DeLand, Florida 32720, hereinafter referred to as “County”; collectively, hereinafter, “Parties”.

WITNESSETH:

WHEREAS, pursuant to Section 163.01, Florida Statutes, the City and County have the authority to enter into interlocal agreements as local governmental units for the purpose of making the most efficient use of their powers by enabling them to cooperate on a basis of mutual advantage and provide services for the purposes set forth in the interlocal agreements; and

WHEREAS, pursuant to Section 163.01(5)(j), Florida Statutes, an interlocal agreement between local governmental units may provide for the acquisition, ownership, custody, operation, maintenance, lease or sale of real property; and

WHEREAS, the City and the County as the co-owners in fee simple of approximately 26 acres of land in Volusia County, being a part of the property known as the Vargal Conservation Area, Port Orange, Florida; and

WHEREAS, it is the intent of this Agreement that the County use approximately 26 acres for an archery range (hereinafter referred to as “Parcel A”) under a lease agreement with a third party; and

WHEREAS, the City and the County shall provide legal access to any Lessees on Parcel A; and

WHEREAS, the hunting lease may be amended to conform to the parcel covered by this Interlocal Agreement; and

WHEREAS, **Parcel A** shall be further defined and be subject to verification of acreage as to each parcel in accordance with current surveys of the parcels:

(Legal descriptions and site map attached as Exhibit “A”, hereinafter “Parcel A”)

NOW THEREFORE, for and in consideration of mutual covenants and agreements hereinafter contained, the City and County do hereby agree as follows:

1) TERM OF AGREEMENT

- a) Commencement Date: The term of this Agreement shall be for ten (10) years.

This Agreement shall commence on the **17th day of May, 2022**, and end on **May 16th, 2032**.

- b) Option to Extend. Provided either the City or the County are not in default hereunder, the City or County are hereby granted the option to extend the term of this Agreement for ten additional periods of ten (10) years each (Option Term) upon the same terms and conditions as contained herein and agreed to by City and County. Either party may exercise said option by giving written notice of its intent on or before 60 days prior to the expiration of the original term of this Agreement.

- c) Utilities. The County shall be responsible for and promptly pay any and all charges for utility services provided on Parcel A.

- d) Maintenance and Repairs. The County shall be responsible for all maintenance, repairs, and any improvements located on Parcel A.

- e) Insurance. The City and the County shall at all times and at its sole cost maintain public liability insurance or a program of self-insurance covering their respective parcel with limits of at least \$2,000,000.00 per claim for personal injury and death and \$500,000 for property damage, with a waiver of subrogation. Said public liability policies shall carry both the names of the City and the County as the named insured as to their respective interest may appear.

2) LIMITATION OF LIABILITY

County and City agree to indemnify each other and save harmless from and against any and all claims, actions, damages, liabilities and expense in connection with loss of life, personal injury and/or property damage or destruction arising from any occurrence in, upon or at the Parcel, or the occupancy or use by either party of the Parcel or any part thereof, or any act, omission or negligence of either parties agents, employees, licensees or invitees, unless caused by the gross negligence of either of them. Nothing in this agreement shall operate to waive,

limit, or alter in any way the sovereign immunity of the City or County as provided under common law or Section 768.28, Florida Statutes, as might be amended from time to time. The Parties understand that pursuant to Florida Statute § 768.28(19), no Party is entitled to be indemnified or held harmless by another Party for its own negligent or wrongful acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Party to which sovereign immunity may be applicable, and each Party claims all of the privileges and immunities and other benefits and protections afforded by Florida Statute § 163.01(9).

Each Party shall be liable for its own actions and negligence and agrees to assume responsibility for the acts, omissions or conduct of such Party's employees, agents, officers, licensee, or invitees, subject to the provisions of Section 768.28, Florida Statutes, where applicable.

Nothing contained herein shall be construed as consent to be sued by third parties in any matter arising out of this Agreement.

3) **CONSTRUCTION**

a) General Conditions: The County shall have the right, at any time and from time to time during the term of this Agreement, to erect, maintain, alter, remodel, reconstruct, rebuild, and replace buildings and other improvements on Parcel A, and correct and change the contour of said parcel, subject to the following conditions:

(i) The cost of any construction, reconstruction, demolition, or of any change, alteration, or improvement shall be borne and paid for by the County or the Lessee.

(ii) Easements. In order to provide for the more orderly development of Parcel A, it may be necessary, desirable, or required that right-of-way, street, water, sewer, drainage, gas, power line, and other easements or licenses, or similar rights, be granted over or within

portions of said Parcel. The City shall, upon request of the County and likewise the County, shall join each with the other in executing and delivering such documents, from time to time and throughout the term of this Agreement, as may be appropriate, necessary, or required by any governmental agencies, public utilities, and companies for the purpose of granting such easements.

(iii) Land Development Regulations. The County shall on Parcel A be subject to the adopted comprehensive plan and land development regulations for Volusia County and will take all necessary actions to obtain any zoning, subdivision, site plan, environmental, or building approvals and permits on the Parcel, or any part thereof. The City shall, upon request of the County and likewise the County, shall join each with the other in executing and delivering any such documents, from time to time and throughout the term of this Agreement, as may be appropriate, necessary, or required by any governmental agencies, public utilities, and companies for the purpose of obtaining zoning, subdivision, site plan, environmental, or building approvals and permits on the Parcel.

(iv) Expenses. In each of the foregoing provisions of this Section 3 said approvals, permits, and impact fees, shall be borne solely by the requesting party.

b) Archery Club Facilities. The County agrees to be responsible for ensuring the orientation and design of the Archery Club Facilities to be located on Parcel A, will maximize the protection of the general public, meet the applicable land development code provisions and any other applicable law or regulation, especially as to buffer requirements between the adjoining lands of the hunt club and Parcel A.

4) ASSIGNMENT AND SUBLETTING

a) The County may enter into a Lease or sublet the whole or any part of Parcel A.

b) Notices. All notices, demands, or other writing in this Agreement are to be given, made or sent, or which may be given or made or sent, by either party

through this Agreement to the other, shall be deemed to have been given, made or sent when made in writing and deposited in the United States mail, certified, return receipt requested and postage prepaid, and addressed as follows:

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

TO COUNTY: County Manger
County of Volusia
123 W. Indiana Avenue
DeLand, FL 32720-4612

The address to which any notice, demand, or other writing may be given, made, or sent, as above provided, may be changed by written notice given by such party as above provided.

5) ACCESS TO THE PARCEL

Right of Access. At its option, either the City or the County shall have the right to enter Parcel A at all reasonable hours for the purpose of inspecting the same or of making repairs, additions, alterations, or improvements to the same.

6) HAZARDOUS SUBSTANCES

- a) Hazardous Substances. The term “Hazardous Substances”, as used in this Agreement shall include, without limitation, all substances declared being hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority. Neither party shall cause or permit to occur:
- i. Any violation of any federal, state, or local law, ordinance or regulation now or hereafter enacted, related to environmental conditions on, under or about the parcel or arising from its use or occupancy of the Parcel; or
 - ii. The use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substance.

- b) Environmental Cleanup. Should any governmental authority or any third party demand a cleanup plan be prepared or undertaken because of any deposit, spill, discharge or other release of Hazardous Substances that occurs during the term of this Agreement, at or from said Parcel, the County at its own expense, shall prepare and submit the required plans and all related bonds and other financial assurances and shall carry out all such cleanup plans.
- c) Environmental Indemnity. Either party shall indemnify, defend and hold harmless the other, its respective officers, directors, beneficiaries, shareholders, partners, agents, and employees from all fines, suits, procedures, claims and actions of every kind and all costs associated therewith including attorneys' and consultants fees arising out of, or in any way connected with, any deposit, spill, discharge or other releases of Hazardous Substances that occur during the term of this Agreement, or which arises at any time from said Party's use or occupancy of the Parcel, including but not limited to such Party's lease of Parcel A.

7) ESTOPPEL, ATTORNMENT & SUBORDINATION

Encumbrances and Subordination. The City and the County each to the other represents that there is no existing mortgage on the parcels hereby under this Agreement and neither party shall encumber the parcels.

8) MISCELLANEOUS PROVISIONS

- a) Covenant of Quiet Enjoyment. City and the County, subject to the terms and provisions of this Agreement, shall observe, keep and perform all the terms and provisions of this Agreement on the part of either party to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Parcel during the term of this Agreement.
- b) Surrender of Parcels. On the expiration or earlier termination of the term of this Agreement, the County shall quit and surrender the Parcel in neat and clean condition and in good order, condition and repair, together with all work alterations and additions. The County agrees to promptly repair any and all damages to the Parcel resulting from such removal.

- c) Dispute Resolution. Prior to instigating any litigation, any controversies, claims or other matters in question arising out of or relating to this Agreement or its breach will be settled through mediation. City and County will have 60 days from the date conflicting demands are made to attempt to resolve the dispute through the mediation process. Mediation will be in accordance with the rules of the American Arbitration Association (“AAA”) or other mediator agreed on by the parties. The parties will equally divide the mediation fee.
- d) Waiver of Jury. County and City waive all rights to a trial by jury on any and all matters in any civil action commenced by or against County concerning this Agreement or the Parcel and agree to venue in Volusia County.
- e) Signs. Either party shall have the right, at its own expense, to place non-electrical or any other form of signs on the parcels, provided that, in connection therewith, any and all signs comply with all applicable governmental regulations and ordinances.
- f) Recording. This Agreement and any subsequent amendment hereto shall be filed with the Clerk of the Circuit Court in the Official Records of Volusia County as provided by Section 163.01 (11) Florida Statutes prior to its effectiveness.
- g) Counterparts. This Agreement may be executed in multiple counterparts, all of which taken together shall constitute the document.
- h) Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the Parcel.
- i) Time of Essence. Time is of the essence of this Agreement and every provision hereof.
- j) Severability. If any term or provision of this Agreement, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby.
- k) Binding Effect. Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns, respectively, of City and County.

- l) Governing Law. This Agreement shall be governed exclusively by the provisions hereof and by the law of the State of Florida, as the same may from time to time exist. Any litigation arising under this Agreement shall be venued in Volusia County, Florida.
- m) Attorney's Fees. If any legal matter, dispute, action or proceeding between the City and the County arises under this Agreement, then the non-prevailing party shall be liable for and shall pay the expense of the prevailing party's attorney's fees and court costs. If either party hereto without fault is made a part to any litigation instituted by or against any other party to this Agreement, such other parties shall indemnify and hold harmless City or County, as the case may be, against all costs and expenses, including reasonable attorney's fees incurred in connection therewith.
- n) Section Title; Interpretation. The titles to the sections contained in this Agreement are for convenience and reference only. The use of the singular herein shall be deemed to include the plural, and conversely, the plural shall be deemed to include the singular.
- o) Waiver. Failure on the part of City or County to complain of any action or non-action on the part of the other shall never be a waiver by City or County of any of their respective rights hereunder. The acceptance by either party of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full or otherwise, shall be given no effect, and either party may accept such check without prejudice to any other rights or remedies which either party may have against the other.
- p) Personal Property of County. All furniture, furnishings, fixtures or equipment, placed upon, installed on or affixed to Parcel A, whether physically attached to a building or not, shall remain the personal property of the County, and shall not be considered a part of the Parcel.
- q) Restoration of Parcel. The County does hereby covenant and agree that upon the termination of any lease of Parcel A, County shall restore Parcel A to the

condition in which it existed immediately prior to the initiation of the lease of Parcel A.

- r) Alterations. Neither party shall make any alterations, additions or improvements to Parcel A without the prior written notice to the other party.
- s) Termination for Convenience. Either party may terminate this Agreement upon 180 days written notice to the other party.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the parties have set their hands and official seals to this Interlocal Agreement on this ____ day of _____, 2022.

CITY OF PORT ORANGE

By: _____
Donald O. Burnette, Mayor

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

ATTEST:

By: _____
George Recktenwald, County Manager

COUNTY:

COUNTY OF VOLUSIA

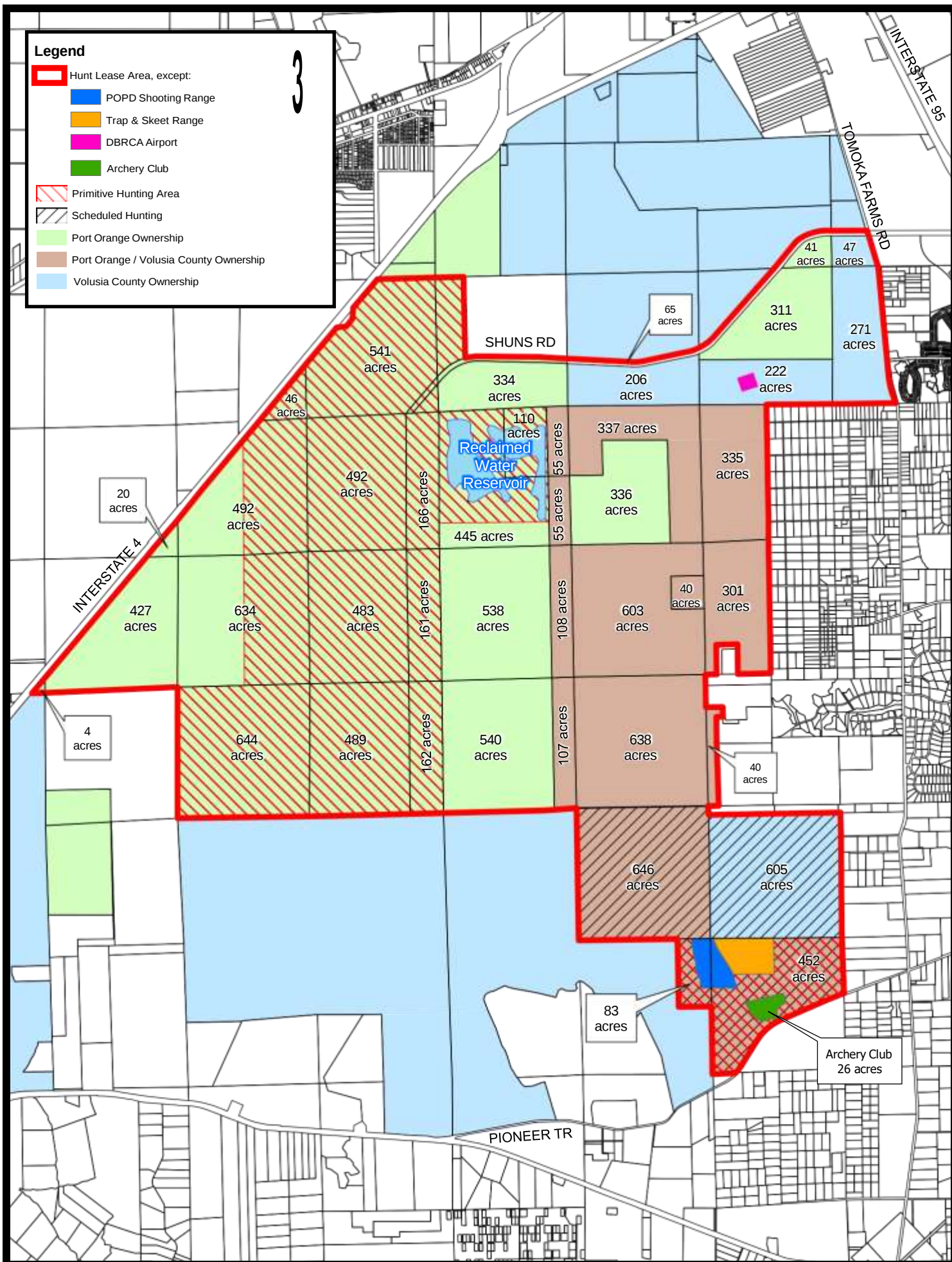
By _____
Jeffrey S. Brower, County Chair

EXHIBIT A - LEGAL DESCRIPTION** AND SITE MAP

A portion of Section 10, Township 17 South, Range 32 East, Volusia County, Florida being more particularly described as follows:

Commence at the Northwest corner of said Section 10; thence run S 00°58'53" E, along the West line of said Section 10, a distance of 1348.18 feet; thence, departing said West line, run N 89°01'07" E, a distance of 844.74 feet to a point on the centerline of an existing lime rock road; thence run along the centerline of said road the following 8 courses; S 22°48'48" E, a distance of 48.43 feet; thence S 15°46'24" E, a distance of 103.68 feet; thence S 13°08'47" E, a distance of 169.30 feet; thence S 18°16'34" E, a distance of 130.35 feet; thence S 24°54'58" E, a distance of 161.01 feet; thence S 20°42'10" E, a distance of 159.79 feet; thence S 19°11'11" E, a distance of 410.12 feet; thence S 20°24'42" E, a distance of 114.17 feet; thence, departing said centerline, run N 76°34'29" E, a distance of 100.69 feet to the POINT OF BEGINNING: thence continue N 76°34'29" E, a distance of 1571.09 feet; thence S 17°23'32" E, a distance of 387.63 feet to a point on a line that is 25.00 feet northerly of and parallel with the centerline of the existing pavement of the old road (previously known as Pioneer Trail); thence run S 62°22'51" W, along said line, a distance of 118.97 feet to the point of curvature of a curve to the left, said curve having a radius of 575.00 feet; thence run along the arc of said curve, through a central angle of 25°51'53", an arc distance of 259.57 feet to the point of tangency; thence S 36°30'59" W, a distance of 114.55 feet to the East Right of Way line of the certain Florida Power and Light easement as recorded in Official Records Book 678, Page 603 and Official Records Book 756, Page 67 of the Public Records of Volusia County, Florida; thence run S 01°17'44" E, along said Right of Way line, a distance of 429.82 feet to its intersection with the Northerly Right of Way line of Pioneer Trail (County Road # 4118); thence run westerly, along the said northerly Right of Way line, 200.00 feet more or less to its intersection with the West Right of Way line of the aforesaid Florida Power and Light easement; thence run N 01°17'44" W, along said West Right of Way line, a distance of 301.11 feet; thence, departing said line, run S 31°42'06" W, a distance of 154.16 feet; thence S 70°23'48" W, a distance of 140.90 feet to a point on a line that is 100.00 feet northerly and northeasterly of and parallel with the aforesaid lime rock road; thence run along said line the following 11 courses; S 80°59'17" W, a distance of 67.05 feet; thence S 84°59'02" W, a distance of 95.38 feet; thence N 83°43'21" W, a distance of 98.59 feet; thence N 72°32'28" W, a distance of 94.80 feet; thence N 61°09'12" W, a distance of 106.30 feet; thence N 56°01'37" W, a distance of 103.09 feet; thence N 54°43'46" W, a distance of 102.40 feet; thence N 44°04'39" W, a distance of 68.22 feet; thence N 26°02'56" W, a distance of 124.58 feet; thence N 25°53'43" W, a distance of 271.72 feet; thence N 23°36'10" W, a distance of 146.37 feet to the Point of Beginning.

**The above-described parcel contains 25.995 Acres more or less. This legal description was created based on Global Positioning System data that was converted to metes and bounds description through computer programming and does not constitute a surveyed legal description which can be relied upon for conveyance of title.



LEASE AGREEMENT

THIS LEASE is made and entered into this ____ day of _____, 2022, by and between the COUNTY OF VOLUSIA, 123 West Indiana Avenue, DeLand, Florida 32720, as Lessor, and the DAYTONA ARCHERS, INC., a Florida corporation, 824 North Dixie Freeway, New Smyrna Beach, FL 32168, as Lessee, (“Lease”); and the CITY OF PORT ORANGE, a municipal corporation, whose mailing address is 1000 city Center Circle, Port Orange, Florida 32129, as co-owner of Leased Premises, hereinafter defined, joins as a party for the purpose of consenting to this Lease.

Lessor hereby leases and lets to Lessee, and Lessee does hereby rent, hire, take and lease from Lessor, in accordance with the terms, provisions, and conditions of this Lease, the following described premises containing 26 acres:

See attached Exhibit “A”, Legal description and site map, made a part hereof by this reference, hereinafter “Leased Premises”)

1) TERM OF LEASE

- a) Commencement Date: The term of this Lease shall be for ten (10) years with the construction of the range to be completed no later than March 1, 2023. This Lease shall commence on the **17th day of May, 2022, and end on May 16th, 2032**. The premises and any permanent building or other structure thereof shall be surrendered to the Lessor upon the termination of the Lease, or prior to termination of the Lease if the Lessee cancels the Lease, breaches this Lease or abandons the premises. In the event the construction is not completed by March 1, 2023, this Lease shall be terminated.
- b) Option to Extend. Provided that Lessee is not in default hereunder, Lessee is hereby granted the option to extend the term of this Lease for ten additional periods of ten (10) years each (Option Term) upon the same terms and conditions as contained herein and agreed to by Lessor and Lessee. Lessee may exercise said option by giving Lessor written notice of its intent on or before 60 days prior to the expiration of the original term of this Lease.
- c) The Lessee agrees to accept the Leased Premises in its present condition without any warranties and without any future improvements by the Lessor.

2) RENT

- a) Rental Obligations. Lessee covenants and agrees to pay to Lessor the sum of One Dollar (\$1.00) per year. The first such payment shall be paid on the Commencement Date.
- b) Utilities. The Lessee shall be responsible for and promptly pay any and all charges for utility services provided to the Leased Premises.
- c) Maintenance and Repairs. The Lessee shall be responsible for all maintenance, repairs, and any improvements to the Leased Premises. Lessee shall give notice to Lessor of any condition of the Leased Premises requiring repair and prior to commencing to make such repairs.

Lessee agrees to keep in good order, condition and repair the Leased Premises and to repair and replace, as needed. The Lessee shall be responsible for the replacement and repair of all electrical and plumbing systems in the event of their failure. The Lessee shall be responsible for the ordinary maintenance of the electrical and plumbing systems.

All damage or injury to the Leased Premised during the term of this Lease shall be promptly repaired by Lessee at its sole cost and expense.

If repairs are required to be made by Lessee pursuant to the terms of this section, Lessor may demand that Lessee make the same forthwith, and if Lessee refuses or neglects to commence such repairs and complete the same with reasonable dispatch, after such demand, Lessor may, but shall not be required to, make or cause such repairs to be made and shall not be responsible to Lessee for any loss or damage that may accrue to Lessee's business by reason thereof. Any such repairs made by the Lessor pursuant to this subparagraph shall be billed to the Lessee and shall be promptly paid within 30 days of such billing by the Lessee. If such payment is not made by Lessee by the due date, Lessee shall be considered in default of this Lease.

- d) Insurance. The Lessee shall at all times and at its cost maintain public liability insurance covering the leased premises with limits of at least \$2,000,000.00 per claim and for personal injury and death and \$500,000 for property damage, with a waiver of subrogation against the City of Port Orange and Lessor. Said public

liability policies shall carry both the names of the City of Port Orange, Lessor and the Lessee as the named insured as their respective interest may appear.

3) USE OF PREMISES

a) Permitted Use.

- i. Lessee will conduct on the premises only such activities normal and customary ancillary uses for the purpose of an archery range and will not use the premises for any unlawful or improper purpose.
- ii. The range shall only be operated during daylight, and shall begin no earlier than 7:00 A.M. and end no later than 8:00 P.M. Any additional days or times shall require pre-approval by Lessor.
- iii. Outdoor lighting of the range shall be prohibited, except for security lighting, unless authorized in writing by Lessor.
- iv. No outdoor loudspeaker or call system shall be used in conjunction with this Lease.
- v. No firearms or weapons shall be used at the premises.
- vi. The Lessor shall erect and maintain any perimeter fencing and gates located on the property in good condition.
- vii. Telephone service and equipment shall also be provided and maintained on the property by Lessee to enable onsite communications with Emergency Medical Service providers.
- viii. The range shall be open to club members during the above-stated periods subject to regulation by the Lessee. However, Lessee may charge a nondiscriminatory admission fee for the general public.
- ix. Lessee shall be responsible for the posting of warning signs as may be required by Lessor or as otherwise required by law.

- b) General Use Requirements. Lessee shall not commit or suffer any waste and will not make any use of the Leased Premises which would constitute a nuisance or which would violate any municipal, county, state, or federal statute, ordinance, rule, or regulations.

Lessee shall keep the Leased Premises neat, clean and free from rubbish, and shall store all trash and garbage outside the Leased Premised in the receptacles provided by Lessee on a daily basis.

Lessee shall remove target waste unless such targets are biodegradable, and any other waste generated by the archery range. Lessee shall comply with all reasonable rules and regulations established by Lessor from time to time applicable to the Leased Premises.

- c) Lessee's Right to Prepare for Occupancy. Upon the execution of this Lease, Lessee and its duly authorized agents, employees, contractors or subcontractors shall have the right to enter onto the demised premises at all reasonable times for conducting activities in preparation of Lessee's occupancy of the premises, provided that such activities do not unreasonably interfere with the occupancy or right of peaceful possession of any other tenant, if applicable.

4) INDEMNIFICATION

Lessee agrees to indemnify the City of Port Orange and Lessor and save the City Of Port Orange and Lessor harmless from and against any and all claims, actions, damages, liabilities, and expenses in connection with loss of life, personal injury and/or property damage or destruction arising from any occurrence in, upon or at the Leased Premises, or the occupancy or use by Lessee of the Leased Premises or any part thereof, or any act, omission or negligence of Lessee or Lessee's agents, employees, licensees or invitees. Nothing in this agreement shall operate to waive, limit, or alter in any way the sovereign immunity of the City of Port Orange or the Lessor as provided under Florida law.

5) DAMAGE TO LEASED PREMISES

- a) Fire, Windstorm or other Casualty. In the event the premises shall be destroyed or so damaged or injured by fire, windstorm, or other casualty during the life of this Lease, whereby the same shall be rendered untenable or unsuitable for the use of the Lessee, the premises may be restored by Lessee to a suitable condition for the use by Lessee, and upon the Lessee's failure to do so within a reasonable time, Lessor may at its option treat this Lease as having been terminated, and may thereupon require Lessee to vacate the premises at once and without notice.

b) Destruction of Premises.

- i. Lessee's Responsibilities. In the event that the portion of the Leased Premises, which consists of a building, is destroyed or is so damaged as to be unsafe for continued use, Lessee notify Lessor of intent to rebuild and shall promptly and, within ninety (90) days, commence the reconstruction of such portion and shall thereafter diligently complete such reconstruction. In the event that Lessee shall fail to promptly commence reconstruction, or having commenced, shall fail to promptly complete reconstruction (such reconstruction to be completed in any event within one (1) year from the date of commencement), this Lease shall be terminated.

6) CONSTRUCTION BY LESSEE

- a) General Conditions: The Lessee shall have the right, at any time and from time to time during the term of this Lease, to erect, maintain, alter, remodel, reconstruct, rebuild, and replace buildings and other improvements for the purpose of an archery range on the Leased Premises, and correct and change the contour of the Leased Premises, subject to the following conditions:
 - (i) The cost of any construction, reconstruction, demolition, or of any change, alteration, or improvement shall be borne and paid for by the Lessee.
 - (ii) Easements. In order to provide for the more orderly development of the Leased Premises, it may be necessary, desirable, or required that right-of-way, street, water, sewer, drainage, gas, power line, and other easements or licenses, or similar rights, be granted over or within portions of said Leased Premises. The Lessor shall, upon request of the Lessee, join with the Lessee in executing and delivering such documents, from time to time and throughout the term of this Lease, as may be appropriate, necessary, or required by any governmental agencies, public utilities, and companies for the purpose of granting such easements.
 - (iii) Land Development Regulations. The Lessee shall be subject to the Lessor's adopted land development regulations and will take all necessary actions to

obtain any zoning, subdivision, site plan, environmental, or building approvals and permits on the Leased Premises, or any part thereof. The Lessor agrees, from time to time upon request of the Lessee, to execute such documents, petitions, applications, and authorizations as may be appropriate or required to submit the Leased Premises, or any part thereof, for the purposes of obtaining such approvals.

- (iv) Expenses. In each of the foregoing provisions of Section 6, the Lessor shall be without the expense, therefore, the cost and expense of, including, but not limited to, said approvals, permits, and impact fees, to be borne solely by the Lessee.

7) ASSIGNMENT AND SUBLETTING

- a) Prohibition. Lessee covenants and agrees that Lessee shall not assign this Lease or sublet the whole or any part of the Leased Premises.
- b) Notices. All notices, demands, or other writing in this Lease are to be given, made or sent, or which may be given or made or sent, by either party through this Lease Agreement to the other, shall be deemed to have been given, made or sent when made in writing and deposited in the United States mail, certified, return receipt requested and postage prepaid, and addressed as follows:

TO LESSOR:

County Manger
County of Volusia
123 W. Indiana Avenue
DeLand, FL 32720-4612

TO LESSEE:

Edward Aftuck
Daytona Archers, Inc.
824 North Dixie Freeway
New Smyrna Beach, FL 32168

The address to which any notice, demand or other writing may be given, made or sent, as above provided, may be changed by written notice given by such party as above provided.

8) LESSOR'S ACCESS TO LEASED PREMISES

Lessor's Right of Access. At its sole option, Lessor and City of Port Orange shall have the right to enter the Leased Premises at all reasonable hours for the purpose of

inspecting the same or of making repairs, additions, alterations, or improvements to the same or to adjacent premises.

9) DEFAULT

- a) Lessee's Default. Upon the happening of any one or more of the following events, Lessee shall be in default under the terms of this Lease:
- i. Lessee's failure to perform or observe any term or condition contained in this Lease, or any other sum to be paid by Lessee, and Lessee's failure to commence to cure the same within ten (10) days after notice from Lessor to Lessee thereof and to promptly and diligently complete the curing of same;
 - ii. The filing of a petition by or against Lessee for reorganization or arrangement within the Bankruptcy Act;
 - iii. Lessee's interest under this Lease being assigned by operation of law; or
 - iv. Lessee's vacating or abandoning the Leased Premises.
- b) Lessor's Remedies. Upon default by Lessee, Lessor, at its discretion, may then exercise any one or more of the following options, which are cumulative in nature:
- i. Terminate this Lease, remove all persons and property from the Leased Premises by summary proceedings or otherwise, and take possession of the Leased Premises, all without prejudice to Lessor's, together with all damages suffered by Lessor resulting from Lessee's default hereunder;
 - ii. Re-enter and take possession of the Leased Premises by any lawful means;
 - iii. Exercise any and all rights and privileges and pursue any remedy that Lessor may have under the laws of the State of Florida.

10) HAZARDOUS SUBSTANCES

- a) Hazardous Substances. The term "Hazardous Substances", as used in this Lease shall include, without limitation, all substances declared being hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority. Lessee shall not cause or permit to occur:
- i. Any violation of any federal, state, or local law, ordinance or regulation now or hereafter enacted, related to environmental conditions on, under or about

the Leased Premises or arising from Lessee's use or occupancy of the Leased Premises; or

- ii. The use, generation, release, manufacture, refining, production, processing, storage or disposal of any Hazardous Substance without Lessor's prior written consent.

b) Environmental Cleanup. Should any governmental authority or any third party demand a cleanup plan be prepared or undertaken because of any deposit, spill, discharge or other release of Hazardous Substances that occurs during the term of this Lease, at or from the Leased Premises or which arises at any time from Lessee's use or occupancy of the Leased Premises, Lessee shall, at Lessee's own expense, prepare and submit the required plans and all related bonds and other financial assurances and Lessee shall carry out all such cleanup plans.

c) Lessee's Indemnity. Lessee shall indemnify, defend and hold harmless the City of Port Orange and Lessor, its respective officers, directors, beneficiaries, shareholders, partners, agents, and employees from all fines, suits, procedures, claims and actions of every kind and all costs associated therewith including attorneys' and consultants fees arising out of, or in any way connected with, any deposit, spill, discharge or other releases of Hazardous Substances that occur during the term of this Lease, at or from the Leased Premises or which arises at any time from Lessee's use or occupancy of the Leased Premises.

d) Notice Concerning Radon Gas. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from the county public health unit.

11) ESTOPPEL, ATTORNMENT & SUBORDINATION

Encumbrances and Subordination. The Lessor represents to the Lessee that there is no existing mortgage on the premises hereby leased under this Lease. Lessee shall not encumber the premises.

12) MISCELLANEOUS PROVISIONS

- a) Mechanic's Liens. The Lessee agrees that Lessee will pay all liens of contractors, subcontractors, mechanics, laborers, materialmen, and all other liens, and will indemnify the City of Port Orange and Lessor against all legal costs and bond premiums for release of liens, including reasonable attorney's fees incurred (whether litigation is necessary or not) in discharging the said premises or any part thereof from any liens, judgments, or encumbrances caused or suffered by the Lessee. The Lessee herein shall not have any authority to create any liens on the City of Port Orange's and Lessor's interest in the land, and all persons contracting with the Lessee relating to the Leased Premises are hereby charged with notice that they must look to the Lessee and to the Lessee's interest only in the Leased Premised to secure the payment of the lien.
- b) Brokerage Commission. Lessee represents and warrants that it has had no dealing with any broker or leasing agent in connection with the negotiation or execution of this Lease.
- c) Lessor's Lien. In addition to any rights that may be given to Lessor by Florida law, Lessee hereby grants to Lessor a security interest in and a lien upon any and all furniture, fixtures, equipment, goods and other personal property of any kind in which Lessee has an interest that is now or hereafter location on the Leased Premises.
- d) Covenant of Quiet Enjoyment. Lessee, subject to the terms and provisions of this Lease, shall observe, keep and perform all the terms and provisions of this Lease on the part of the Lessee to be observed, kept and performed, shall lawfully, peaceably and quietly have, hold, occupy and enjoy the Leased Premises during the term of this Lease.
- e) Surrender of Premises. On the expiration or earlier termination of the term of this Lease, Lessee shall quit and surrender the Leased Premises in neat and clean condition and in good order, condition, and repair, together with all work alterations and additions. Lessee agrees to promptly repair any and all damages to the Leased Premises resulting from such removal.

- f) Holding Over. Should Lessee continue in occupancy of the Leased Premised after the termination or expiration of this Lease, Lessee shall become a Lessee from month to month only upon each and all of the terms herein provided as may be applicable to such month-to-month tenancy.
- g) Dispute Resolution. Prior to instigating any litigation, any controversies, claims or other matters in question arising out of or relating to this Lease or its breach will be settled through mediation. Lessor and Lessee will have 60 days from the date conflicting demands are made to attempt to resolve the dispute through the mediation process. Mediation will be in accordance with the rules of the American Arbitration Association (“AAA”) or other mediator agreed on by the parties. The parties will equally divide the mediation fee.
- h) Wavier of Jury. Lessee and Lessor waive all rights to a trial by jury on any and all matters in any civil action commenced by or against Lessee concerning this Lease or the Leased Premises and agree to venue in Volusia County.
- i) Signs. Lessee shall have the right, at its own expense, to place non-electrical or any other form of signs on the premises, provided that the Lessee shall, in connection therewith, comply with all applicable governmental regulations and ordinances.
- j) Recording. Lessee agrees not to record this Lease.
- k) Entire Agreement. This Lease contains the entire agreement of the parties with respect to the Leased Premises.
- l) Time of Essence. Time is of the essence of this Lease and every provision hereof.
- m) Severability. If any term or provision of this Lease, or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease shall not be affected thereby.
- n) Binding Effect. Except as herein otherwise expressly provided, the terms hereof shall be binding upon and shall inure to the benefit of the heirs, personal representatives, successors and assigns, respectively, of Lessor and Lessee.

- o) Governing Law. This Lease shall be governed exclusively by the provisions hereof and by the law of the State of Florida, as the same may from time to time exist. Any litigation arising under this Lease shall be venued in Volusia County, Florida.
- p) Attorney's Fees. If any legal matter, dispute, action or proceeding between the Lessor and the Lessee arises under this Lease, then the non-prevailing party shall be liable for and shall pay the expense of the prevailing party's attorney's fees and court costs. If either party hereto without fault is made a party to any litigation instituted by or against any other party to this Lease, such other parties shall indemnify and hold harmless Lessor or Lessee, as the case may be, against all costs and expenses, including reasonable attorney's fees incurred in connection therewith.
- q) Section Title; Interpretation. The titles to the sections contained in this Lease are for convenience and reference only. The use of the singular herein shall be deemed to include the plural, and conversely, the plural shall be deemed to include the singular.
- r) Waiver. Failure on the part of Lessor or Lessee to complain of any action or non-action on the part of the other shall never be a waiver by Lessor or Lessee of any of their respective rights hereunder. The acceptance by Lessor of a check for a lesser amount with an endorsement or statement thereon, or upon any letter accompanying such check, that such lesser amount is payment in full or otherwise, shall be given no effect, and Lessor may accept such check without prejudice to any other rights or remedies which Lessor may have against Lessee.
- s) Personal Property of Lessee. All furniture, furnishings, fixtures or equipment, placed upon, installed on or affixed to the premises by Lessee, whether physically attached to the building or not, shall remain the personal property of the Lessee and shall not be considered a part of the premises. Lessee may remove any such personal property from the premises at any time without notice to or permission from the Lessor.

- t) Alterations. Lessee shall not make any alterations, additions or improvements to the Leased Premises without the prior written consent of the Lessor.
- u) This Lease is specifically conditioned upon an Interlocal Agreement between the City of Port Orange and the County of Volusia authorizing the use of the Premises as provided herein. Should the Interlocal Agreement between the City and the County be terminated, this Lease shall likewise be terminated.

IN WITNESS WHEREOF, the parties have set their hands and official seals to this Lease Agreement on this ____ day of _____, 2022.

WITNESSES:

Signature

Print Name

Signature

Print Name

LESSEE:

VOLUSIA ARCHERS, INC.

By: _____
Robert Bowden, President

ATTEST:

By: _____
George Recktenwald, County Manager

LESSOR:

COUNTY OF VOLUSIA

By _____
Jeffrey S. Brower, County Chair

This instrument prepared by:
County of Volusia
Resource Stewardship Division
123 W. Indiana Avenue, Room 201
DeLand, FL 32720

CONSENT TO LEASE BY CITY OF PORT ORANGE, FLORIDA

As co-owner of the lands being the subject of the Lease Agreement between the COUNTY OF VOLUSIA, and the DAYTONA ARCHERS, INC., the City of Port Orange, Florida ("City") hereby consents to the Lease Agreement and the transactions contemplated hereinabove.

CITY OF PORT ORANGE, FLORIDA
A chartered municipal corporation

By: _____
Donald O. Burnette, Mayor

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

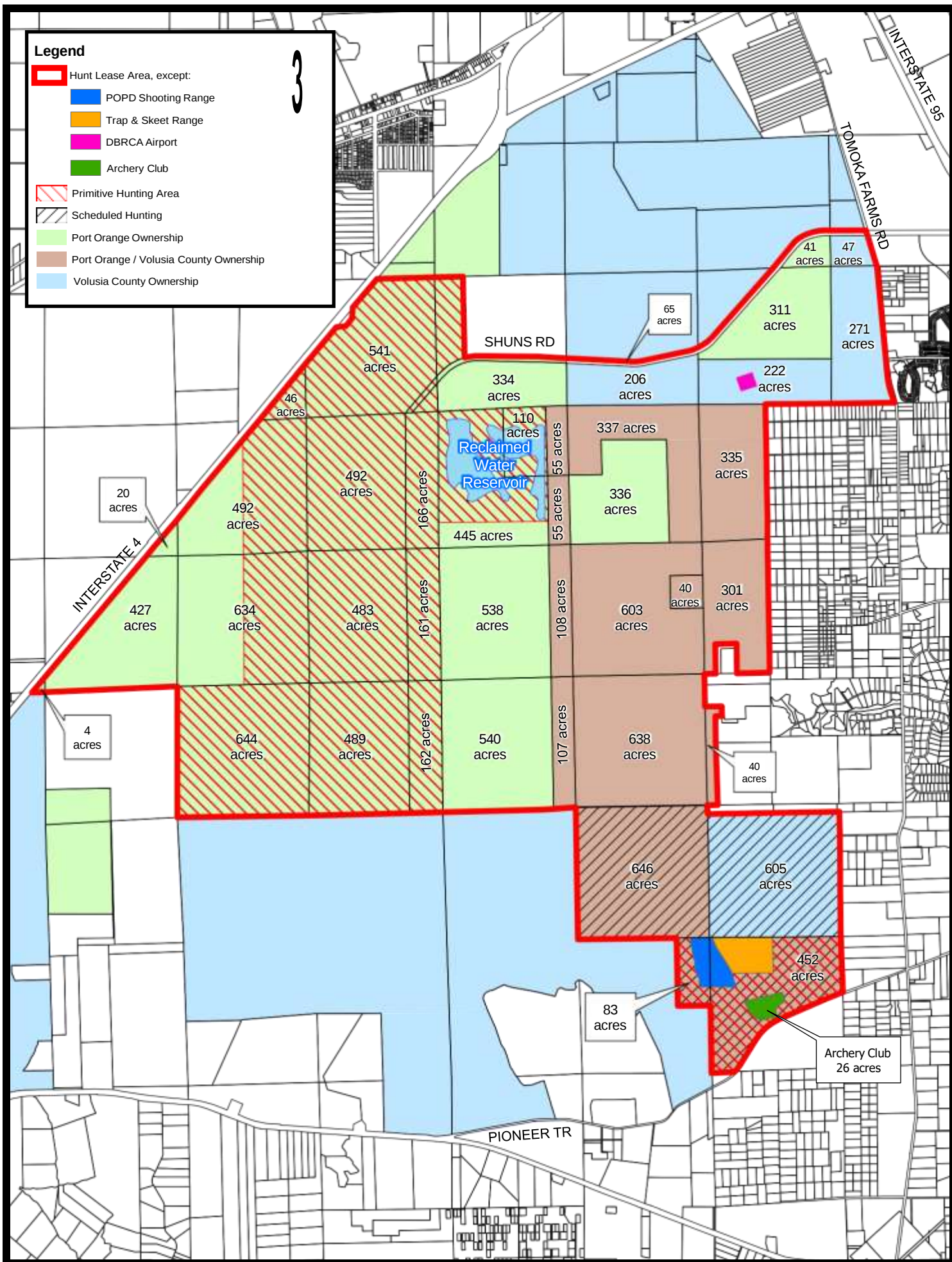
Date: _____

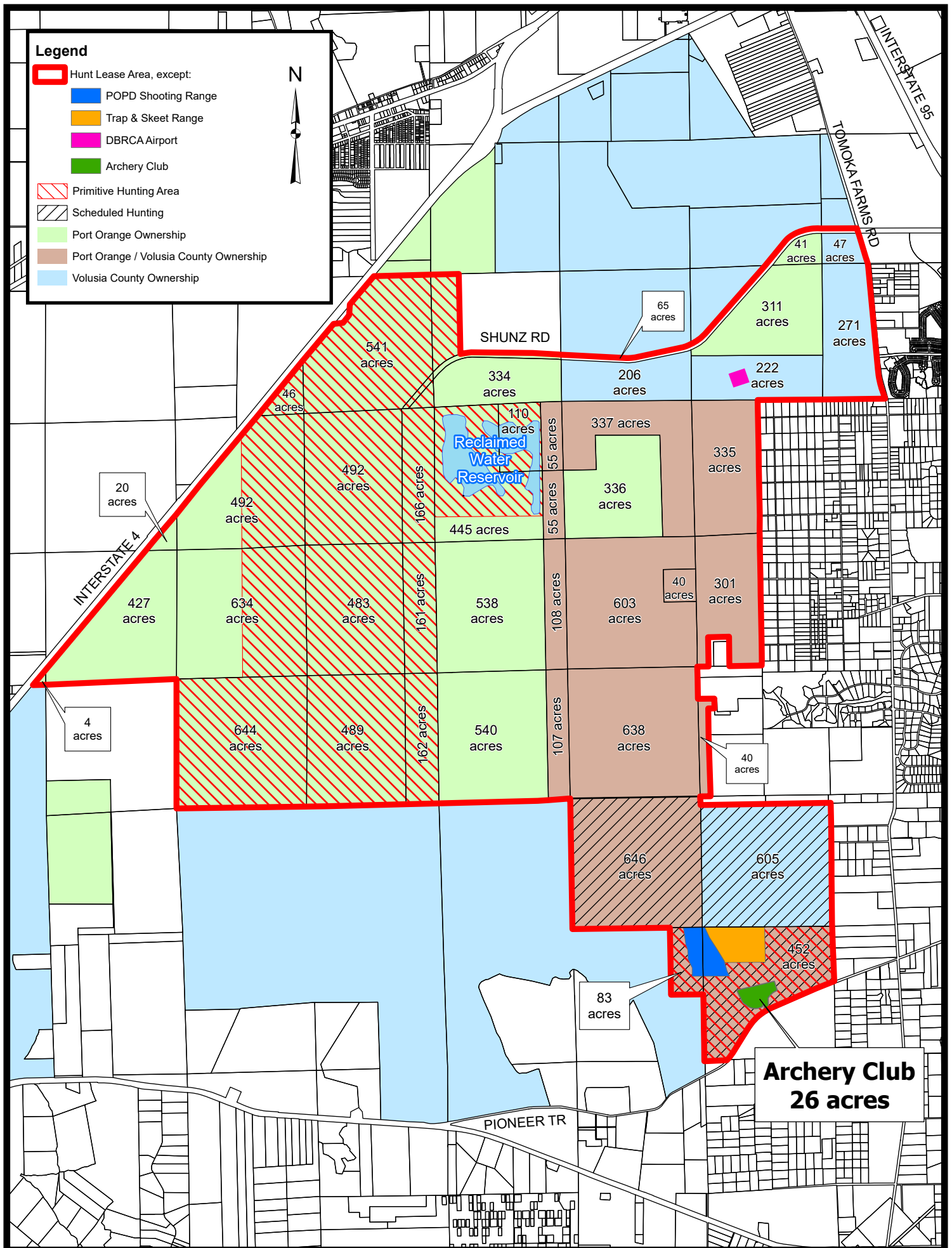
EXHIBIT A - LEGAL DESCRIPTION** AND SITE MAP

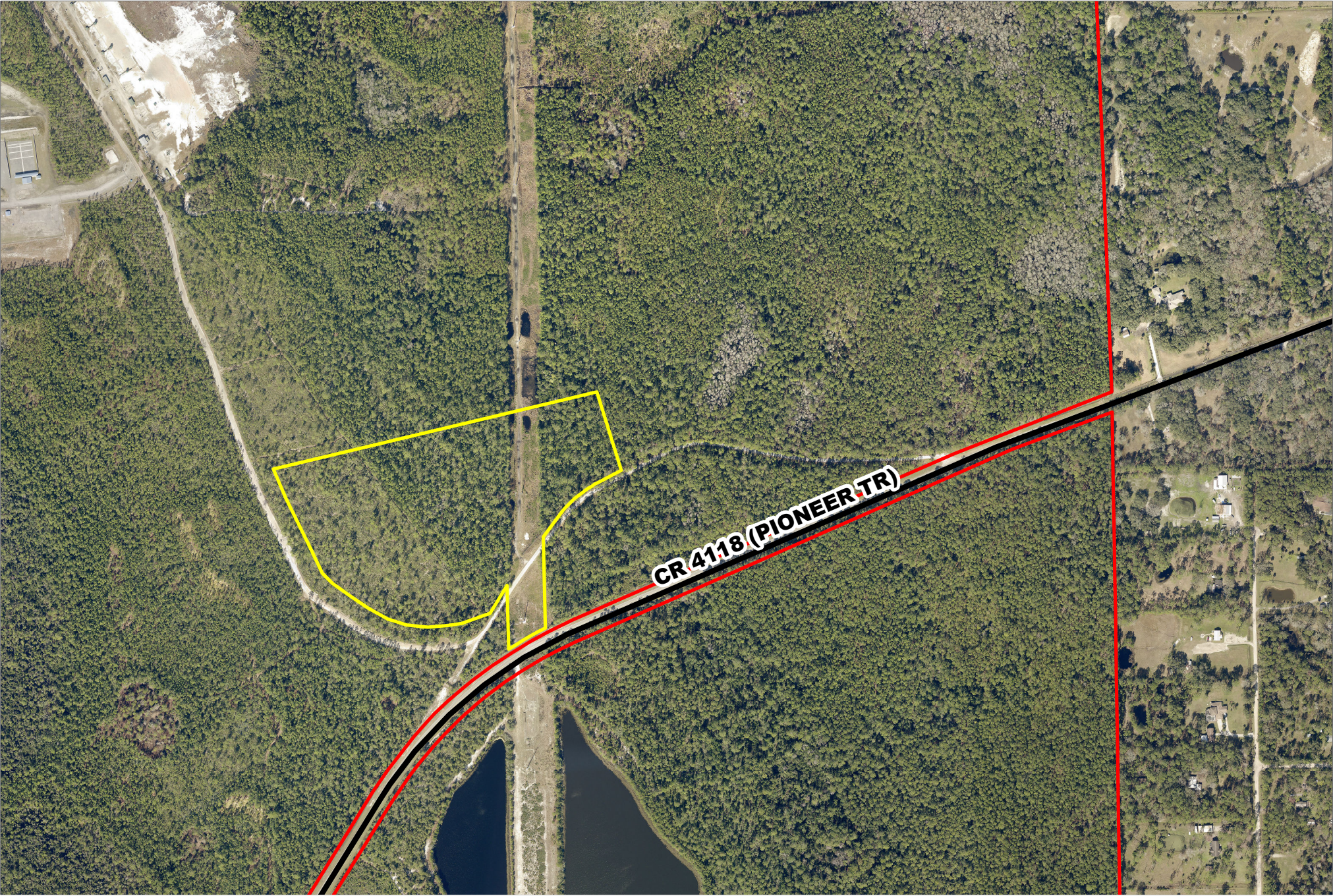
A portion of Section 10, Township 17 South, Range 32 East, Volusia County, Florida being more particularly described as follows:

Commence at the Northwest corner of said Section 10; thence run S 00°58'53" E, along the West line of said Section 10, a distance of 1348.18 feet; thence, departing said West line, run N 89°01'07" E, a distance of 844.74 feet to a point on the centerline of an existing lime rock road; thence run along the centerline of said road the following 8 courses; S 22°48'48" E, a distance of 48.43 feet; thence S 15°46'24" E, a distance of 103.68 feet; thence S 13°08'47" E, a distance of 169.30 feet; thence S 18°16'34" E, a distance of 130.35 feet; thence S 24°54'58" E, a distance of 161.01 feet; thence S 20°42'10" E, a distance of 159.79 feet; thence S 19°11'11" E, a distance of 410.12 feet; thence S 20°24'42" E, a distance of 114.17 feet; thence, departing said centerline, run N 76°34'29" E, a distance of 100.69 feet to the POINT OF BEGINNING: thence continue N 76°34'29" E, a distance of 1571.09 feet; thence S 17°23'32" E, a distance of 387.63 feet to a point on a line that is 25.00 feet northerly of and parallel with the centerline of the existing pavement of the old road (previously known as Pioneer Trail); thence run S 62°22'51" W, along said line, a distance of 118.97 feet to the point of curvature of a curve to the left, said curve having a radius of 575.00 feet; thence run along the arc of said curve, through a central angle of 25°51'53", an arc distance of 259.57 feet to the point of tangency; thence S 36°30'59" W, a distance of 114.55 feet to the East Right of Way line of the certain Florida Power and Light easement as recorded in Official Records Book 678, Page 603 and Official Records Book 756, Page 67 of the Public Records of Volusia County, Florida; thence run S 01°17'44" E, along said Right of Way line, a distance of 429.82 feet to its intersection with the Northerly Right of Way line of Pioneer Trail (County Road # 4118); thence run westerly, along the said northerly Right of Way line, 200.00 feet more or less to its intersection with the West Right of Way line of the aforesaid Florida Power and Light easement; thence run N 01°17'44" W, along said West Right of Way line, a distance of 301.11 feet; thence, departing said line, run S 31°42'06" W, a distance of 154.16 feet; thence S 70°23'48" W, a distance of 140.90 feet to a point on a line that is 100.00 feet northerly and northeasterly of and parallel with the aforesaid lime rock road; thence run along said line the following 11 courses; S 80°59'17" W, a distance of 67.05 feet; thence S 84°59'02" W, a distance of 95.38 feet; thence N 83°43'21" W, a distance of 98.59 feet; thence N 72°32'28" W, a distance of 94.80 feet; thence N 61°09'12" W, a distance of 106.30 feet; thence N 56°01'37" W, a distance of 103.09 feet; thence N 54°43'46" W, a distance of 102.40 feet; thence N 44°04'39" W, a distance of 68.22 feet; thence N 26°02'56" W, a distance of 124.58 feet; thence N 25°53'43" W, a distance of 271.72 feet; thence N 23°36'10" W, a distance of 146.37 feet to the Point of Beginning.

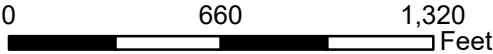
**The above-described parcel contains 25.995 Acres more or less. This legal description was created based on Global Positioning System data that was converted to metes and bounds description through computer programming and does not constitute a surveyed legal description which can be relied upon for conveyance of title.







- Legend
- Archery Range 26 Acres
 - Roads
 - Property Boundary





CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/3/2022

SUBJECT: (C9c) Approval of G&G Outdoors LLC Contract Assignment

DEPARTMENT: Public Utilities

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve the G&G Outdoors LLC Contract Assignment, subject to review and approval by Volusia County; authorize the City Manager to accept modifications requested by the County; and authorize the Mayor and City Clerk to execute all necessary documents.

SUMMARY: The City and Volusia County jointly own approximately 3,677 acres of the 12,339 acres of real property located off Shunz Road. The property is used for water supply (wells for the water plant), reclaimed water storage and lake system, groundwater rehydration, gopher tortoise habitat, and wetland mitigation bank. The mitigation bank permit, issued by Florida Fish & Wildlife and US Army Corp of Engineers, requires a land management plan. Hunting on the property for species control is specified in the land management plan. On August 1, 2019, the City and County entered into a 5-year hunting lease with G&G Outdoors, LLC.

G&G Outdoors, LLC includes activities in addition to managing the hunt lease. G&G Outdoors, LLC has created G&G Sportsman Club, LLC for the purpose of managing hunting activities. Both entities are owned, operated, and managed by the same people. This request is to assign the current hunting lease from G&G Outdoors, LLC to G&G Sportsman Club, LLC. with all other obligations of the lease to remain the same.

PRESENTER: Lynn Stevens

ATTACHMENTS:

1.	G G Outdoors LLC Contract Assignment a SB rev	G G Outdoors LLC Contract Assignment a SB rev.pdf
----	---	---

Lynn Stevens	Created/Initiated - 4/11/2022
Julia Wiggins	Approved - 4/13/2022
Lynn Stevens	Approved - 4/13/2022
John McKinney	Approved - 4/18/2022
Matthew Jones	Approved - 4/21/2022

Wayne Clark
Robin Fenwick

Approved - 4/22/2022
Final Approval - 4/22/2022



CONTRACT ASSIGNMENT and CONSENT

This Contract Assignment ("Assignment") is entered into this ____ day of _____, **2022**, by and between **G&G Outdoors, LLC**, a limited liability corporation, whose mailing address is 4059 Quail Nest Lane, New Smyrna Beach, Florida 32168 ("Assignor" or "G & G Outdoors"), **G&G Sportsman Club, LLC**, a Florida limited liability company whose principal address is 4059 Quail Nest Lane, New Smyrna Beach, Florida ("Assignee" or "G & G Sportsman"), **CITY OF PORT ORANGE**, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City"), and **COUNTY OF VOLUSIA**, a body corporate and politic and a political subdivision of the State of Florida, with administrative offices at 123 West Indiana Avenue, DeLand, Florida, 32720 (the "County"). The City and County are hereinafter collectively called the "Managing Agencies" for the land as described in Paragraph 1 of the Hunting Lease (the "Lease") dated July 16, 2019. The City, County, G & G Outdoors, LLC, and G & G Sportsman Club, LLC, are collectively referred to herein as the "Parties."

WHEREAS, on the 16th day of July, 2019, the Assignor and the Managing Agencies entered into a Lease granting the Assignor the non-exclusive right to use the burdened premises as described in the Lease (the "Premises"), for recreational, non-commercial hunting and fishing in strict accordance with the laws of the State of Florida, and the United States of America, as may be found upon and harvested from, subject to the terms and conditions contained in the Lease; and

WHEREAS, on the 25th day of August 2020, the Assignor and the Managing Agencies executed Addendum No. 1, authorizing the Assignor and their agents to obtain the proper permitting to conduct the harvesting of alligators in strict compliance with state, federal, and local laws on the premises, subject to the terms and conditions contained in the lease; and

WHEREAS, the Assignor desires to assign its rights and contractual obligations pursuant to the Lease, to the Assignee; and

WHEREAS, the Assignee desires to assume the rights and contractual obligations pursuant to the Lease; and

WHEREAS, the Assignor and Assignee are desirous of acquiring consent of this Assignment from the Managing Agencies as required by the terms of the Lease; and

WHEREAS, the Managing Agencies are willing to consent to the Assignment; and

NOW, THEREFORE, notwithstanding the date of execution, effective April 1, 2022, all rights, interest, and contractual obligations in the Lease between the Assignor and the Managing Agencies is hereby assigned and transferred to Assignee. The Assignee accepts said assignment and agrees to perform the remaining contractual obligations of Assignor under the terms set forth in the Lease, as may be amended from time to time. All other terms and conditions shall remain in full force and effect.

This Assignment supersedes all previous negotiations, commitments, or any other communications with respect to the Lease and the matters hereof.

Each person signing this Assignment warrants that he or she is duly authorized to do so and to bind the respective party to the Assignment.

This Assignment 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 assignment shall be formed between Assignor, Assignee, and the City, until the City signs this Assignment.

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Donald O. Burnette, Mayor

Printed Name: _____

Date: _____

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

ATTEST:

COUNTY OF VOLUSIA, A BODY CORPORATE AND POLITIC AND A
POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

By: _____
George Recktenwald, County Manager

By: _____
Jeffrey S. Brower, County Chair, Volusia County

Date: _____

Date: _____

Witnesses:

G & G OUTDOORS, LLC

By: _____
Ander Goiriena, Manager

Printed Name: _____

Date: _____

Printed Name: _____

Witnesses:

G & G SPORTSMAN CLUB, LLC

By: _____
Ander Goiriena, Manager

Printed Name: _____

Date: _____

Printed Name: _____



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/3/2022

SUBJECT: (G12) Second Reading - Ordinance No. 2022-6 - Approval of an Amendment to the Emergency Management Ordinance

DEPARTMENT: Fire/Rescue Services

GOAL: 1 - Public Safety 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2022-6.

SUMMARY: Sections 252.38 and 252.46, Florida Statutes, were amended to limit the duration of emergency ordinances unrelated to weather enacted by units of local governments, to provide exceptions to curfew for certain workers and to require units of local government to make all emergency orders, declarations and ordinances available through a conspicuous link on the website's homepage. The purpose of this amendment to Chapter 26 of the City's Ordinances is to implement these changes in the law.

PRESENTER: Joe Wulfing

ATTACHMENTS:

1.	Ordinance 2022-6	Ordinance 2022-6.pdf
----	------------------	----------------------

Robin Fenwick

Created/Initiated - 4/14/2022

ORDINANCE NO. 2022-6

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING THE CODE OF ORDINANCES, CHAPTER 26, EMERGENCY MANAGMENT, ARTICLE I, IN GENERAL, SECTION 26-6.2, DECLARATION OF STATE OF EMERGENCY AND SECTIONS 26-6.3 (c)(6)&(d), EMERGENCY MANAGEMENT POWERS, TO LIMIT THE DURATION OF EMERGENCY ORDERS FOR CERTAIN EMERGENCIES AND CREATE EXCEPTIONS TO CURFEW; AND ADDING SECTION 26-10, AVAILABILITY OF EMERGENCY ORDERS, DECLARATIONS AND ORDINANCES TO PROVIDE THAT EMERGENCY ORDERS, DECLARATIONS AND ORDINANCES SHALL BE AVAILABLE ON THE CITY'S WEBPAGE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR CODIFICATION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Florida Statutes Section 252.38 was amended to limit the duration of emergency ordinances unrelated to weather enacted by units of local government; and

WHEREAS, Florida Statutes Section 252.46 was amended to require units of local government to make all emergency ordinances available through a conspicuous link on the government website's homepage; and

WHEREAS, Florida Statutes Section 252.46 was amended to provide exceptions to a curfew for certain workers; and

WHEREAS, the City Council hereby wishes to pass this Ordinance to implement such changes; and

WHEREAS, it is in the best interest of the public health, safety and welfare that this ordinance be adopted.

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

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

SECTION 1. The City Council of the City of Port Orange, Florida, hereby amends Chapter 26, Emergency Management, Article I, In General, Sections 26-6.2, Declaration of state of emergency, of the City of Port Orange Code of Ordinances, to read as follows:

ARTICLE I. IN GENERAL

Sec. 26-6.2 . Declaration of state of emergency

(d) An emergency order, as defined by section 252.38 (4)(a) and includes an order or ordinance, which is enacted under this chapter that limits the rights or liberties of individuals or businesses within the city shall be narrowly tailored to serve a compelling public health or safety purpose. Any such order must be limited in duration, applicability, and scope in order to reduce any infringement on individual rights or liberties to the greatest extent possible and shall expire 7-days after issuance. The term does not apply to orders issued in response to hurricanes or other weather-related emergencies. The order may be extended by majority vote of the city council in 7-day increments for a total duration of not more than 42 days consistent with 252.38 (4)(c) Florida Statutes.

SECTION 2. The City Council of the City of Port Orange, Florida, hereby amends Chapter 26, Emergency Management, Article I, In General, Sections 26-6.3 (c)(6) and (d), Emergency management powers, of the City of Port Orange Code of Ordinances to read as follows:

Sec. 26-6.3. Emergency management powers

...

(c) During the existence of a state of emergency, the director has the power and authority to impose by executive order any or all of the following restrictions:

...

- (5) Prohibit or regulate travel upon any public street, highway or upon any other public property. Persons in search of medical assistance, food or other commodity or service necessary to sustain the well being of themselves or their families or some member thereof may be exempted or excepted from such prohibition or regulation;
- (6) Impose a curfew upon all or any portion of the city thereby prohibiting persons from being on public streets, highways, parks, or other public places during the hours when the curfew is in effect. Persons travelling to their places of employment to report for work and to return to their residences after their work is completed shall be allowed to travel during the curfew consistent with Florida Statute 252.46 (4);

...

- (d) The executive orders of the director may exempt, from all or part of any restrictions, physicians, nurses and ambulance operators performing medical services, on-duty employees of hospitals and other medical facilities, on-duty military personnel, bona fide members of the news media, personnel of public utilities maintaining essential public services, city authorized and requested firefighters, law enforcement officers and personnel, and such other classes of persons as may be essential to the preservation of public order, ~~or~~ necessary to serve safety, health and welfare needs of the people within the city, or required by law.

SECTION 3. The City Council of the City of Port Orange, Florida, hereby adds to Chapter 26, Emergency Management, Article I, In General, Section 26-10, Availability of emergency orders, declarations and ordinances, of the City of Port Orange Code of Ordinances to read as follows:

Sec. 26-10. Availability of emergency orders, declarations and ordinances.

Any emergency order, declaration or ordinance enacted or adopted under this chapter shall be available on a dedicated city webpage accessible through a conspicuous link on the homepage consistent with Florida Statute 252.46 (3).

Secs. 26-~~101~~—26-35. Reserved.

SECTION 4. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

SECTION 5. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

SECTION 6. The provisions of this ordinance shall become and be made a part of the Code of Ordinances of the City of Port Orange and the sections of this ordinance may be

renumbered or re-lettered to accomplish such intention. The code codifier is granted liberal authority to codify the provisions of the ordinance.

SECTION 7. This ordinance shall become effective 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: _____
Carly R. Meek, Assistant City Attorney



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/3/2022

SUBJECT: (G13) Second Reading - Ordinance No. 2022-7 - Rezoning/5231 Nova Road (Case No. 22-60000002)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2022-7, rezoning ±1.8 acres, located at 5231 Nova Road, from Planned Commercial Development (PCD) to Community Commercial (CC).

SUMMARY: Planning Commission Action (3/24/22): Recommended Approval (Vote 5-0)

The applicant is requesting to rezone the 1.8 acre subject property (5231 Nova Road) from Planned Commercial Development (PCD) to Community Commercial (CC). The property is located along the north side of Nova Road, east of Regency Boulevard. The rezoning request is a shift from the negotiated PCD zoning district to a conventional zoning district that uses the Land Development Code (LDC) to provide development regulations. The CC zoning district permits typical community-scale commercial uses commonly found at shopping centers and outparcels of this type, such as: retail stores, restaurants, personal services (hair salon, barber shop, nail salon, retail dry cleaning, etc.) offices, breweries, health/exercise clubs, childcare centers, convenience store/gas station, banks, and similar uses.



Map created by the City of Port Orange Community Development Department

The subject property is currently developed as a house of worship and pre-school. The current Master Development Agreement (MDA) for the PCD was approved in 2001 and restricts the use of the property to only a house of worship and accessory uses typically associated with a house of worship. Although the current PCD restricts the use of the property to a house of worship and accessory uses, the subject property has been designated *Commercial* on the City's Future Land Use map since 1980 and was zoned C-1 (Commercial) Shopping Center prior to being rezoned to PCD in 1985.

If the rezoning is approved, the contract purchaser, JMCG Corporate Building LLC (aka Chen Medical), intends to redevelop the existing building into a medical office/clinic in accordance with the requirements of the CC zoning district and the development regulations in the Land Development Code (LDC). According to their website, Chen Medical is a family-owned primary and specialty care practice geared towards healthcare for Medicare-eligible seniors.

As part of any future redevelopment, a site plan and/or building permits will be required to be submitted for staff review to verify all LDC and Florida Building Code requirements are met to ensure compatibility with adjoining properties, and that adequate public facilities and services are available.

The staff report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ordinance 2022-7 with exhibits	Ord. No. 2022-7 Rezoning 5231 Nova rd.pdf
2.	Staff Report	Final Staff Report_Rezoning - 5231 Nova.pdf

Penelope Cruz

Created/Initiated - 4/14/2022

ORDINANCE NO. 2022-7

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY
CONSISTING OF APPROXIMATELY ±1.8 ACRES FROM
PLANNED COMMERCIAL DEVELOPMENT (PCD) TO
COMMUNITY COMMERCIAL (CC); AUTHORIZING
REVISION OF THE OFFICIAL ZONING ATLAS; AND
PROVIDING AN EFFECTIVE DATE.

WHEREAS, ±1.8 acres of the property located at 5231 Nova Road to be rezoned
from Planned Commercial Development (PCD) to Community Commercial (CC); and

WHEREAS, a public hearing was held following public notice as prescribed by
ordinance; and

WHEREAS, the Planning Commission has by a majority vote recommended
approval of the proposed rezoning; and

WHEREAS, the City Council has approved by a majority vote of the members
present the rezoning of the described property; and

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

Section 1. The City Council of the City of Port Orange does hereby rezone ±35
acres of the property located at 5231 Nova Road to be rezoned from Planned
Commercial Development (PCD) to Community Commercial (CC), more particularly
described in **Exhibit “1”**, attached hereto.

Section 2. The City Council of the City of Port Orange does hereby approve,
authorize and direct the revision of the City's Official Zoning Atlas to show the
classification for the areas as hereby rezoned as shown on **Exhibit “2”**, attached hereto.

Section 4. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney

Exhibit 1

Parcel Identification Number: 6315-00-00-0104

That portion of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of section 15, Township 16 South, Range 33 East, Volusia County, Florida, described as follows; Commence at the intersection of the West line of Isabelle Avenue, with the South line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 15, said point being a distance of 420 feet Westerly of the Southeast corner of said Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 15; thence North along said West line of Isabelle Avenue, a distance of 477.15 feet to the South line of an undedicated street; thence South 89 degrees 43 minutes 00 seconds West along said line, a distance of 275.81 feet to the Point of Beginning of the parcel of land; from said point continue South 89 degrees 43 minutes 00 seconds West, a distance of 262.55 feet to a point; thence South 27 degrees 56 minutes 00 seconds West, a distance of 131.00 feet to a point; thence South 75 degrees 32 minutes 00 seconds West, a distance of 20.31 feet to a point; thence South 27 degrees 56 minutes 00 seconds West, a distance of 51.00 feet to a point in the Northeasterly line of Nova Road, said line being a curve, concave Southwesterly having a radius of 1960.08 feet; thence Southeasterly along said line, a chord distance of 246.65 feet to a point; thence North 27 degrees 56 minutes 00 seconds East a distance of 309.9 feet to the Point of Beginning.

1.36 acres

Together with

Parcel Identification Number: 6315-00-00-0105

That portion of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 15, Township 16 South, Range 33 East, Volusia County, Florida, described as follows: Commence at the intersection of the West line of Isabelle Avenue, with the South line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 15, said point being a distance of 420 feet Westerly of the Southeast corner of said Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 15; thence North along said West line of Isabelle Avenue, a distance of 477.15 feet to the South line of an undedicated street; thence South 89 degrees 43 minutes West along said line, a distance of 275.81 feet to the Point of Beginning of this parcel of land; From said Point of Beginning go South 27 degrees 56 minutes West, a distance of 309.9 feet to a point in the Northeasterly line of Nova Road, said line being a curve, concave Southwesterly and having a radius of 1960.08 feet; thence Northwesterly along said line, a chord distance of 374.0 feet to a point; thence North 26 degrees 23 minutes East, a distance of 136.65 feet to the South line of aforesaid undedicated street; thence North 89 degrees 43 minutes East along said line a distance of 427.1 feet to the Point of Beginning.

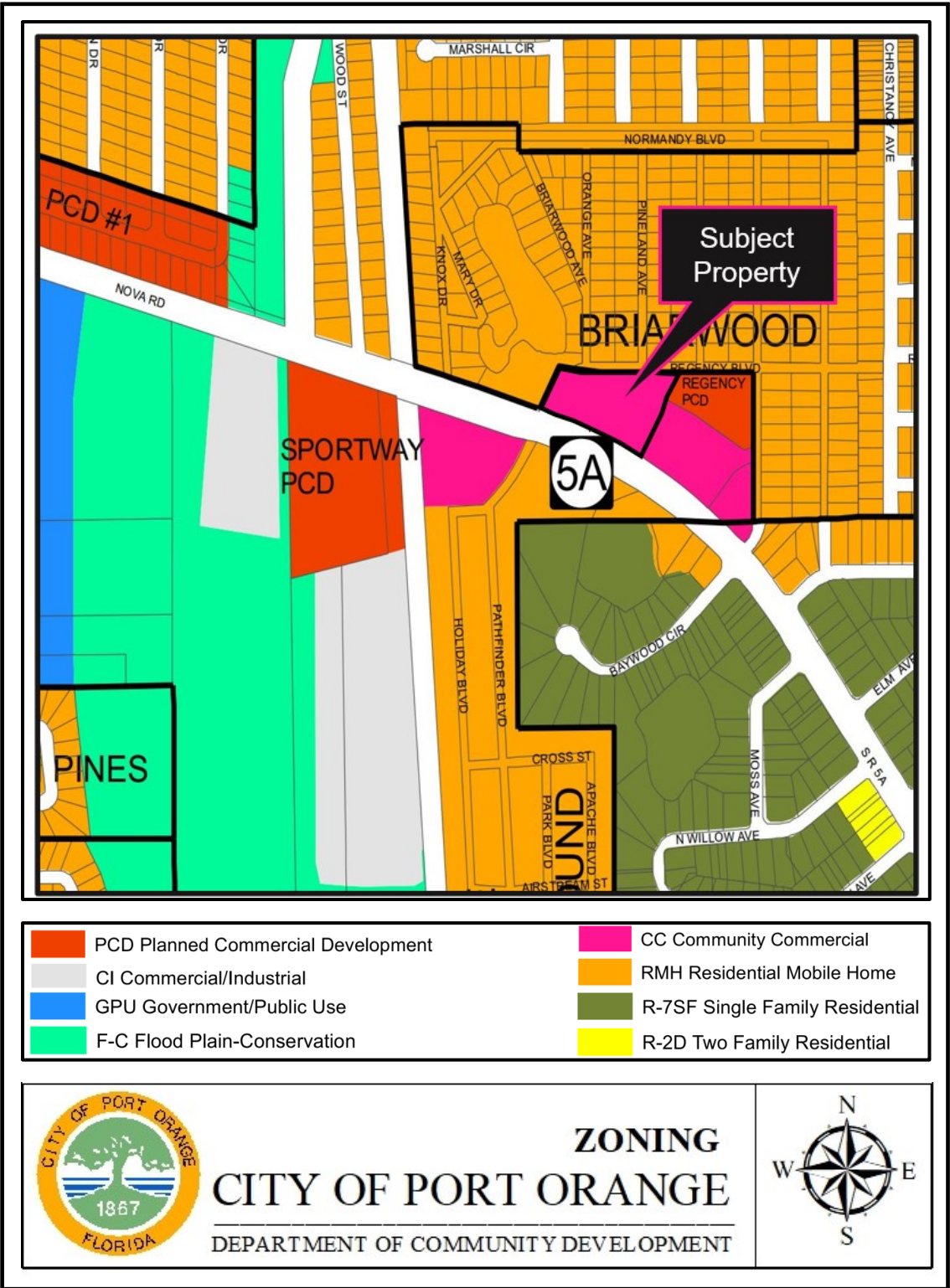
Less and except the following:

That portion of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 15, Township 16 South, Range 33 East, Volusia County, Florida, described as follows: Commence at the intersection of the West line of Isabelle Avenue, with the South line of the Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 15, said point being a

distance of 420 feet Westerly of the Southeast corner of said Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 15; thence North along said West line of Isabelle Avenue, a distance of 477.15 feet to the South line of an undedicated street; thence South 89 degrees 43 minutes West along said line, a distance of 275.81 feet to the Point of Beginning of the parcel of land; from said Point of Beginning continue South 89 degrees 43 minutes West, a distance of 262.55 feet to a point; thence South 27 degrees 56 minutes West, a distance of 131.0 feet to a point; thence South 75 degrees 32 minutes West, a distance of 20.31 feet to a point; thence South 27 degrees 56 minutes West, a distance of 51.0 feet to a point in the Northeasterly line of Nova Road, said line being a curve, concave Southwesterly having a radius of 1960.08 feet; thence Southeasterly along said line, a chord distance of 246.65 feet to a point; thence North 27 degrees 56 minutes East a distance of 309.9 feet to the Point of Beginning.

.44 acres

EXHIBIT "2"





STAFF REPORT

CONVENTIONAL REZONING / 5231 NOVA ROAD
CASE NO. 22-60000002

REQUEST:	Rezone ±1.8 acres from Planned Commercial Development to Community Commercial (CC)
LOCATION:	5231 Nova Rd. (Figure 1 – Location Map)
PROPERTY OWNER:	New Life Church & Common Wealth Christian Academy Commonwealth Ministries Ins.
CONTRACT PURCHASER:	JMCG Corporate Building LLC (aka Chen Medical)
APPLICANT:	Alliance Permitting Service
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 5-0 (March 24, 2022)
CITY COUNCIL:	April 19, 2022

Property Overview

The subject property is currently zoned Planned Commercial Development (PCD) and developed as a house of worship and pre-school. The current Master Development Agreement (MDA) for the PCD was approved in 2001 and restricts the use of the property to only a house of worship and accessory uses typically associated with a house of worship, such as office, recreation, community center, religious bookstore, and childcare facility. Although the current PCD restricts the use of the property to a house of worship and accessory uses, the subject property has been designated *Commercial* on the Future Land Use map since the 1980s and was zoned C-1 Shopping Center prior to the 1985 city-wide rezoning of shopping centers to PCD. The applicant, Alliance Permitting Service, is requesting to rezone the subject property from PCD to Community Commercial (CC).

Figure 1. Location Map



If the rezoning is approved, the contract purchaser, JMCG Corporate Building LLC (aka Chen Medical), intends to redevelop the existing building into a medical office and clinic in accordance with the requirements of the CC zoning district and the development regulations provided in the Land Development Code (LDC). According to their website, Chen Medical is a family-owned primary and specialty care practice committed to delivering healthcare to Medicare-eligible seniors.

Discussion

According to the applicant, the contract purchaser does not anticipate deviating from the requirements in the LDC, therefore, the contract purchaser selected to use a standard zoning district and meet the requirements in the LDC including landscape buffers, parking, building setbacks, tree preservation, infrastructure, and traffic concurrency. The applicant believes that following the list of permitted uses in the CC zoning district and the development requirements in the LDC is a more efficient and transparent process to redevelop the site.

Access to the property is currently provided from Nova Road. Any proposed modifications to the current access drives off Nova Road would need to be reviewed and approved by FDOT. Water and sewer are available and currently service the property. As part of any future redevelopment, site plans and/or building permits will be required to verify all LDC and Florida Building Code requirements are met, such as landscape buffers, parking, building setbacks, tree preservation, and infrastructure, to ensure compatibility with adjoining properties, and that adequate public facilities and services are available.

The CC zoning district permits typical community-scale commercial uses commonly found at shopping centers and outparcels of this type such as: retail stores, restaurants, personal services (hair salon, barber shop, nail salon, retail dry cleaning, etc.) offices, breweries, health/exercise clubs, childcare centers, convenience store/gas station, banks, and similar uses. If the property is rezoned to CC and the contract purchaser does not redevelop the site as a medical office/clinic, the proposed use of the subject property will need to be a permitted use in the CC zoning district.

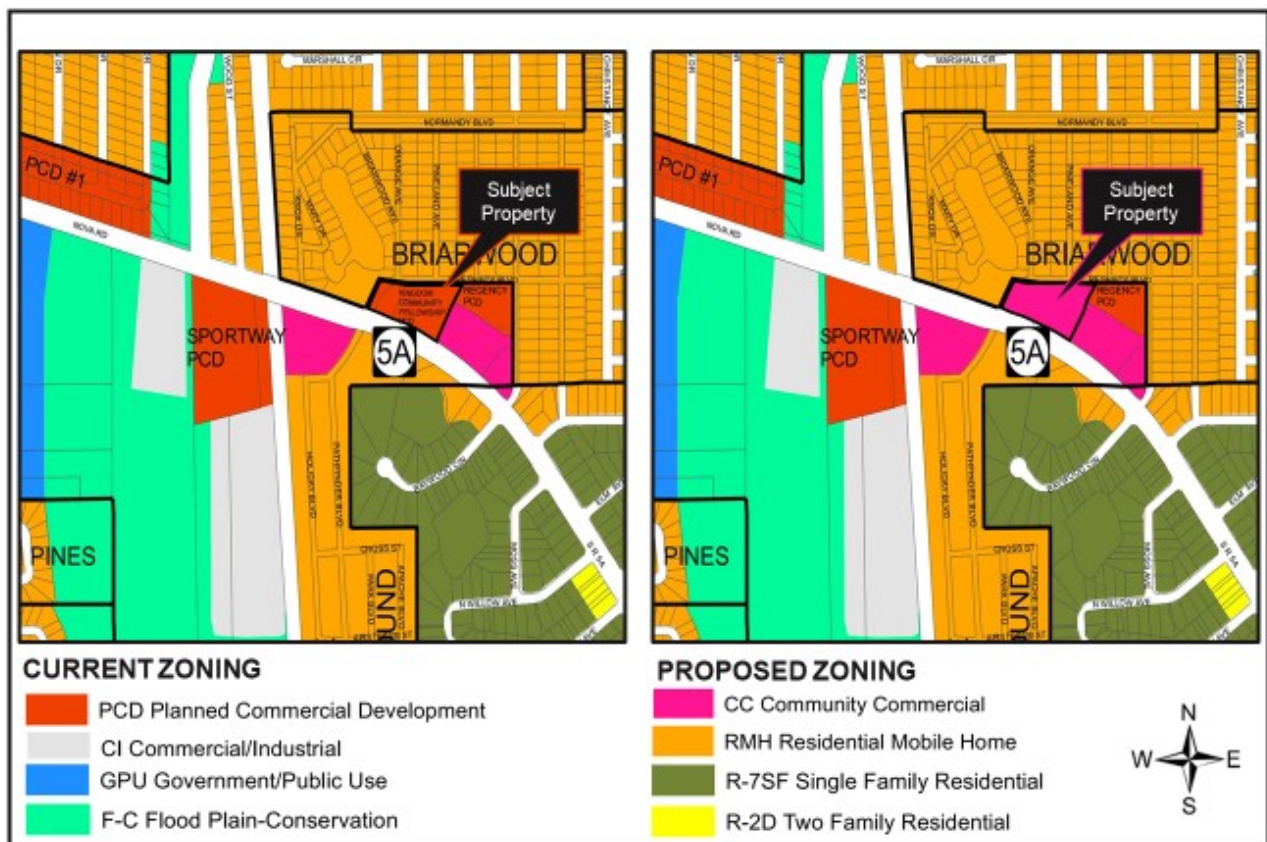
Compatibility with Surrounding Uses and Zoning

The rezoning request was reviewed according to the criteria established in Chapter 3, Section 7 of the Land Development Code (LDC) in terms of consistency with the Comprehensive Plan and the surrounding land uses and zoning.

The proposed CC zoning district is appropriate for this location and is compatible with the surrounding properties. Table 1 summarizes the land use and zoning of the adjacent properties. The subject property is located along a major arterial roadway (Nova Road) and adjacent to existing commercial properties currently zoned CC and the Briarwood mobile home park (Figure 2 – Current and Proposed Zoning Map).

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Regency Boulevard right-of-way; Residential Mobile Home	Urban Medium Density Residential (4-8 u/a)	Residential Mobile Home (RMH)
South	Stormwater pond; Recreation Vehicle Park	Urban Medium Density Residential (4-8 u/a)	Residential Mobile Home (RMH)
East	Commercial	Commercial	Community Commercial (CC)
West	Clubhouse for Residential Mobile Home	Urban Medium Density Residential (4-8 u/a)	Residential Mobile Home (RMH)

Figure 2. Current and Proposed Zoning Map

The current PCD zoning district is intended to provide a flexible approach for unique and innovative land development proposals, which would otherwise not be permitted by this code. Because the contract purchaser intends to redevelop the site in compliance with the LDC and does not anticipate deviating from the requirements in the LDC, the applicant selected to use the standard CC zoning district and meet the requirements in the LDC.

Consistency with Comprehensive Plan

The proposed rezoning is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan and is compatible with adjacent properties. Compatibility is defined in the Comprehensive Plan as a condition in which dissimilar land

uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is negatively impacted by the other. As part of any future site redevelopment, site plans and/or building permits will be required to be submitted for staff review, to verify all LDC requirements are met, such as landscape buffers, parking, building setbacks, tree preservation, and infrastructure, to ensure compatibility with adjoining properties and that adequate public facilities and services are available.

The proposed CC zoning district is consistent with the subject property's current *Commercial* Future Land Use (FLU) designation. (Figure 3 – Future Land Use Map). The *Commercial* FLU designation is generally characterized by uses that provide for the retail sale of items and provision of services to the general public. Based on compatibility with adjacent uses and availability of infrastructure, the requested zoning is appropriate for this location, and it is consistent with existing FLU designation.

Figure 3. Current Future Land Use Map



Public Notice

On February 25, 2022, staff posted the property notifying the public of the proposed rezoning. As of the time this agenda item was prepared, there have been four (4) phone calls requesting general information regarding the proposed rezoning.

Staff Recommendation

Staff recommends **approval** of the request to rezone ±1.8 acres from Planned Commercial Development (PCD) to Community Commercial (CC).

Attachments:

Exhibit 1 – List of Permitted Uses for the Community Commercial (CC) zoning district

Exhibit 1

Community Commercial (LDC, Chapter 17, Section 21)

Permitted uses.

- (1) Adult/vocational education.
- (2) Appliance/electronic repair shops.
- (3) Banks.
- (4) Business services.
- (5) Clubs, lodges, and fraternal organizations.
- (6) Convenience stores with or without fuel operations.
- (7) Financial services.
- (8) Fleet-based services.
- (9) Funeral homes.
- (10) Furniture and appliance stores.
- (11) Health/exercise clubs.
- (12) Medical offices/clinics.
- (13) Motor vehicle service stations.
- (14) Offices.
- (15) Office supplies.
- (16) Personal services.
- (17) Restaurants.
- (18) Retail home building materials.
- (19) Retail nurseries and garden supplies.
- (20) Retail sales and services.
- (21) Veterinary clinics.

Permitted uses with special development requirements (chapter 18, section 4).

- (1) Athletic/sports facilities (subsection 2).
- (2) Brewery (subsection 3.7).
- (3) Child care centers (subsection 4).
- (4) Craft food and beverage producer (subsection 5.15).
- (5) Community gardens (subsection 5.1).
- (6) Microbrewery (subsection 9.57).
- (7) Theaters (subsection 17).

Special exception uses (chapter 18, section 3).

- (1) Bars, lounges, and night clubs (subsection 3).
- (2) Fortune tellers, astrologers, and palm readers (subsection 6).
- (3) Game/recreation facilities (subsection 7).
- (4) Marina, recreational (subsection 9.6).
- (5) Mini-warehouses (subsection 10).
- (6) Motor vehicle and boat storage facilities (subsection 12).



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 5/3/2022

SUBJECT: (G14) Second Reading - Ordinance No. 2022-10 - Land Development Code Amendment/Chapters 2 and 15 (Case No. 22-25000002)

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2022-10, amending Chapters 2 and 15 of the Land Development Code.

SUMMARY: Planning Commission Action (3/24/22): Recommended Approval (Vote 5-1)

In October 2021, the City adopted a new sign code, primarily to conform to the United States Supreme Court ruling in *Reed v. Town of Gilbert* that signage regulations are to be content neutral. As staff has been working in the new code, the following clean-up items were identified to improve the new code as part of an on-going maintenance effort. The proposed amendment includes clarifications that are simple clean-up items and new requirements to allow roof signs in the Down Under and Riverwalk Special Character Districts of the Port Orange Town Center Community Redevelopment Area to further support the City's redevelopment efforts.

Clean-up items: These changes are minor clean-up items to correct formatting, typographical errors and other inadvertent omissions. None of these clean-up items change the content of the regulations.

Roof Signs: The current sign regulations do not allow roof signs within the City. The proposed amendment would allow roof signs only in the Commercial District (Comm) within the Down Under Special Character District or the Mixed-use District (MXU) within the Riverwalk Special Character District of the Port Orange Town Center Community Redevelopment Area (CRA) and create design and location requirements for a roof sign. If the proposed amendment is approved, the sign area of a roof sign would count toward the maximum wall sign area allowed for a building. The intent of the proposed amendment is to provide alternative signage design options for properties in these Special Character Districts based on their unique location and designation as a commercial/entertainment destination area.



The staff report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ordinance 2022-10	Ord. No. 2022-10 LDC Amendments Ch 2 15 revisions to updated sign codes W TB REV f.pdf
2.	Staff Report	Staff Report.pdf

Penelope Cruz
Robin Fenwick

Created/Initiated - 4/14/2022
Final Approval - 4/14/2022

ORDINANCE NO. 2022-10

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTERS 2 AND 15 UPDATING THE CURRENT SIGNAGE REGULATIONS ADDRESSING MINOR FORMATTING MATTERS AND INADVERTENT OMISSIONS; PROVIDING FOR THE ALLOWANCE OF AND REQUIREMENTS FOR ROOF SIGNS WITHIN THE COMMERCIAL DISTRICT OF THE DOWN UNDER SPECIAL CHARACTER DISTRICT AND THE MIXED-USE DISTRICT WITHIN THE RIVERWALK SPECIAL CHARACTER DISTRICT, BOTH A PART OF THE PORT ORANGE TOWN CENTER COMMUNITY REDEVELOPMENT AREA; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the proposed amendments are necessary to improve the content of the existing Land Development Code (“Code”) by making necessary updates to the City’s signage regulations to correct minor formatting matters, inadvertent omissions, and provide for the allowance of and requirements for roof signs within the Commercial District of the Down Under Special Character District and the Mixed-Used District within Riverwalk Special Character District, both within the Port Orange Town Center Community Redevelopment Area.

WHEREAS, the Planning Commission has recommended amendments to the Land Development Code; 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 Chapter 2, Section 2 of the Land Development Code, to read as follows:

Chapter 2 - DEFINITIONS AND INTERPRETATIONS

Section 2: - Definitions.

Art sculpture. An artistic form in which materials are worked into three-dimensional art objects that do not contain a commercial message.

Sign, area. The entire sign face, including the display surface and any framing, trim, or molding, but not including the supporting structure. ~~The sign area shall be measured as a rectangle, encompassing the largest horizontal width and largest vertical height.~~

[No other changes to Section 2, Chapter 2, Land Development Code]

SECTION 2: The City Council of the City of Port Orange hereby amends Chapter 15 of the Land Development Code, to read as follows:

Chapter 15 – SIGNS

[No changes to Sections 1 thru 4]

Section 5: - Prohibited signs.

(14) Any sign painted, erected, or constructed upon, above or over the roof or parapet of any building, unless permitted and installed in accordance with the standards set forth in subsection 11(c)(15) below.

[No changes to Sections 6 thru 10]

Section 11: - Permanent signs.

[No changes to subsections (a) and (b)]

(c) Permanent sign types. Permanent signs include the following types:(1) *Monument sign.* Monument signs are subject to the following standards:

[No changes to subsections (a) through (f)]

(g) The minimum dimensional requirements and number of signs allowed for each district shall be as follows:

Standard	Res	MF/I	Com	MXC	RDRC
Allowed	No, except as provided for in section 3 below	No, except as provided for in section 3 below	Yes	Yes	Yes
Permit required	N/A	N/A	Yes	Yes	Yes
Max. number of signs for a single tenant building	N/A	N/A	1 per primary frontage, 1 per secondary frontage, not to exceed 2 total signs on a frontage	1 per primary frontage, 1 per secondary frontage, not to exceed 2 total signs on a frontage	1 per primary frontage, 1 per secondary frontage, not to exceed 2 total signs on a frontage
Max. sign area for single tenant building	N/A	N/A	48 sq. ft.—Arterial or Collector Roadway 32 sq. ft.—All other roadways	48 sq. ft.—Arterial or Collector Roadway 32 sq. ft.—All other roadways	48 sq. ft.—Arterial or Collector Roadway 32 sq. ft.—All other roadways
Max. height for single tenant building sign	N/A	N/A	8 ft.	8 ft.	8 ft.
Max. number of signs for multi-tenant building	N/A	N/A	Sites with more than 300 feet of primary or secondary frontage shall be allowed to place an	Sites with more than 300 feet of primary or secondary frontage shall be allowed to place an	Sites with more than 300 feet of primary or secondary frontage shall be allowed to place an

Standard	Res	MF/I	Com	MXC	RDRC
			additional sign meeting these standards on the frontage the second sign is located	additional sign meeting these standards on the frontage the second sign is located	additional sign meeting these standards on the frontage the second sign is located
Max. number <u>sign area</u> for tenant in a multi-tenant building	N/A	N/A	56 sq. ft.—less than 10,000 sq. ft. of floor area 84 sq. ft.—10,000 sq. ft. to 75,000 sq. ft. of floor area 112 sq. ft.—greater than 75,000 sq. ft.	56 sq. ft.—less than 10,000 sq. ft. of floor area 84 sq. ft.—10,000 sq. ft. to 75,000 sq. ft. of floor area 112 sq. ft.—greater than 75,000 sq. ft.	56 sq. ft.—less than 10,000 sq. ft. of floor area 84 sq. ft.—10,000 sq. ft. to 75,000 sq. ft. of floor area 112 sq. ft.—greater than 75,000 sq. ft.
Min. size for tenant panel	N/A	N/A	10 sq. ft.	10 sq. ft.	10 sq. ft.
Max. sign height	N/A	N/A	12 ft.	12 ft.	12 ft.
Illumination	N/A	N/A	Internally, externally or halo lit	Internally, externally or halo lit	Internally, externally or halo lit
Changeable copy area	N/A	N/A	50% of the sign face	None	50% of the sign face
Digital sign	N/A	N/A	25% of the sign face	25% of the sign face	25% of the sign face

[No changes to subsections (2) – (8)]

(9) *Projecting signs*. Projecting signs are subject to the following standards:

(a) Projecting signs may be attached vertically or horizontally to any building frontage that abuts an arterial or collector roadway.

~~(b) Projecting signs shall be attached to any building frontage that abuts an arterial or collector roadway.~~

~~(be)~~ Projecting signs shall not extend four feet above the top of the building wall to which it is attached.

~~(cd)~~ Projecting signs shall be spaced a minimum of ten feet apart on multi-tenant buildings, unless there is less than ten feet separating tenant entrances.

~~(de)~~ The minimum dimensional requirements and number of signs allowed for each district shall be as follows:

[No change to table]

[No changes to subsection (10)]

(11) *Murals and art sculptures.* Murals and art sculptures are subject to the following standards:

(a) Murals may be located on a principal structure, accessory structure, fence or wall, or other structure on a lot.

(b) Art sculptures may be located on a lot outside of required buffers and yard setbacks.

~~(bc)~~ The minimum dimensional requirements and number of ~~signs~~ murals and art sculptures allowed for each district shall be as follows:

Standard	Res	MF/I	Comm	MXU	RC
Allowed	No	Yes	Yes	Yes	Yes
Permit required	N/A	Yes	Yes	Yes	Yes
Max. number	N/A	Unlimited, subject to max. area	Unlimited, subject to max. area	Unlimited, subject to max. area	Unlimited, subject to max. area
Max. area <u>for murals</u>	N/A	25% of an eligible building facade or accessory structure area	75% of an eligible building facade or accessory structure area	75% of an eligible building facade or accessory structure area	100% of an eligible building facade or accessory structure area
Max. height	N/A	Roof line	Roof line	Roof line	Roof line
Illumination	N/A	External	External	External	External

Standard	Res	MF/I	Comm	MXU	RC
Subject to max. wall sign area allowance	N/A	No	No	No	No

(12) *Wall signs.* The standards below apply to all wall signs:

[No changes to subsections (a) through (d)]

(e) Signage attached to a multi-story (greater than two stories) multi-tenant building shall be arranged so the signs share a common horizontal centerline along the façade, spaced evenly across the building facade, and are separated vertically from all other signs a minimum of twice the height of the ~~building height~~ largest sign on the building.

(f) The minimum dimensional requirements and number of signs allowed for each district shall be as follows:

[No change to table]

[No changes to subsections (13) and (14)]

(15) *Roof sign.* Roof signs are subject to the following standards:

(a) A roof sign may be erected on a building located in the Down Under Special Character District within the Commercial District (Comm) Area and the Riverwalk Special Character District within the Mixed-use (MXU) District Area. The boundaries of the Down Under and Riverwalk Special Character Districts are defined in the most current version of the Port Orange Town Center Community Redevelopment Area (CRA) Plan.

(b) Roof signs shall not be oriented toward an adjacent residential use.

(d) No portion of any roof sign structure shall project beyond an exterior wall.

(e) A roof sign shall not extend higher than four (4) feet beyond the highest point of a parapet wall or the roof upon which it is placed.

(f) The minimum dimensional requirements and number of signs allowed for each district shall be as follows:

<u>Standard</u>	<u>Res</u>	<u>MF/I</u>	<u>Comm</u>	<u>MXU</u>	<u>RC</u>
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<u>Standard</u>	<u>Res</u>	<u>MF/I</u>	<u>Comm</u>	<u>MXU</u>	<u>RC</u>
<u>Permitted</u>	<u>No</u>	<u>No</u>	<u>Yes</u>	<u>Yes</u>	<u>No</u>
<u>Permit required</u>	<u>N/A</u>	<u>N/A</u>	<u>Yes</u>	<u>Yes</u>	<u>N/A</u>
<u>Max. number for single tenant building</u>	<u>N/A</u>	<u>N/A</u>	<u>1 per building</u>	<u>1 per building</u>	<u>N/A</u>
<u>Max. number for tenant in a multi-tenant building</u>	<u>N/A</u>	<u>N/A</u>	<u>1 per building</u>	<u>1 per building</u>	<u>N/A</u>
<u>Max. sign height for single tenant building</u>	<u>N/A</u>	<u>N/A</u>	<u>4 ft.</u>	<u>4 ft.</u>	<u>N/A</u>
<u>Max. sign height for tenant in a multi-tenant building</u>	<u>N/A</u>	<u>N/A</u>	<u>4 ft.</u>	<u>4 ft.</u>	<u>N/A</u>
<u>Illumination</u>	<u>N/A</u>	<u>N/A</u>	<u>External, Internal or Halo lit</u>	<u>External, Internal or Halo lit</u>	<u>N/A</u>
<u>Subject to max. wall sign allowance</u>	<u>N/A</u>	<u>N/A</u>	<u>Yes</u>	<u>Yes</u>	<u>N/A</u>
<u>Digital sign</u>	<u>N/A</u>	<u>N/A</u>	<u>No</u>	<u>No</u>	<u>N/A</u>
<u>Changeable copy</u>	<u>N/A</u>	<u>N/A</u>	<u>No</u>	<u>No</u>	<u>N/A</u>
<u>Channel letters</u>	<u>N/A</u>	<u>N/A</u>	<u>Yes</u>	<u>Yes</u>	<u>N/A</u>
<u>Cabinet & box sign</u>	<u>N/A</u>	<u>N/A</u>	<u>No</u>	<u>No</u>	<u>N/A</u>

Section 12: - Temporary signs.

[No changes to subsections (a) through (d)]

(e) *Temporary sign types*. Temporary signs include the following types:

[No changes to subsection (1)]

(2) *Sandwich board sign*. Sandwich board signs are subject to the standards below:

Figure 15:32 Examples of sandwich board signs



[Editor's note: delete 3rd and 4th picture and replace with new two new pictures]

(a) A sandwich board may convey changeable messages through the use of re-writable surfaces, such as chalkboards or dry-erase boards. Individual changeable copy plastic letters shall not be permitted, and paper signs shall not be attached to a sandwich board sign. Sandwich board signs with changeable copy shall not be composed of plastic.

[No other changes to Chapter 15, Land Development Code]

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 7: 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 8: 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 9: This Ordinance shall take effect immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

Passed and adopted on second and final reading on the day of

Reviewed and Approved: _____
Shannon K. Balmer, Assistant City Attorney



STAFF REPORT

CASE NO. 22-25000002

LDC Amendment/ Chapters 2 and 15

REQUEST:	Amendments to Chapters 2 and 15 of the Land Development Code (LDC) to address clean-up items to the new sign code and add criteria to allow roof signs in the Down Under and Riverwalk special character districts located within the Port Orange Town Center Community Redevelopment Area.
APPLICANT:	City of Port Orange
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 5-1 (March 24, 2022)
CITY COUNCIL:	April 19, 2022

INTRODUCTION

In October 2021, the City adopted a new sign code, primarily to conform to the United States Supreme Court ruling in *Reed v. Town of Gilbert* that signage regulations are to be content neutral. As staff has been working with the new code, amendments were identified to improve the new code, as part of an on-going maintenance effort. The proposed amendments include clarifications that are simple clean-up items and new requirements to allow roof signs in the Down Under and Riverwalk Special Character Districts of the Port Orange Town Center Community Redevelopment Area to further support the City's redevelopment efforts.

PROPOSED AMENDMENTS

The proposed amendments to Chapters 2 and 15 of the Land Development Code (LDC) include the following clarifications and minor changes that are simple clean-up items or further support the City's redevelopment efforts.

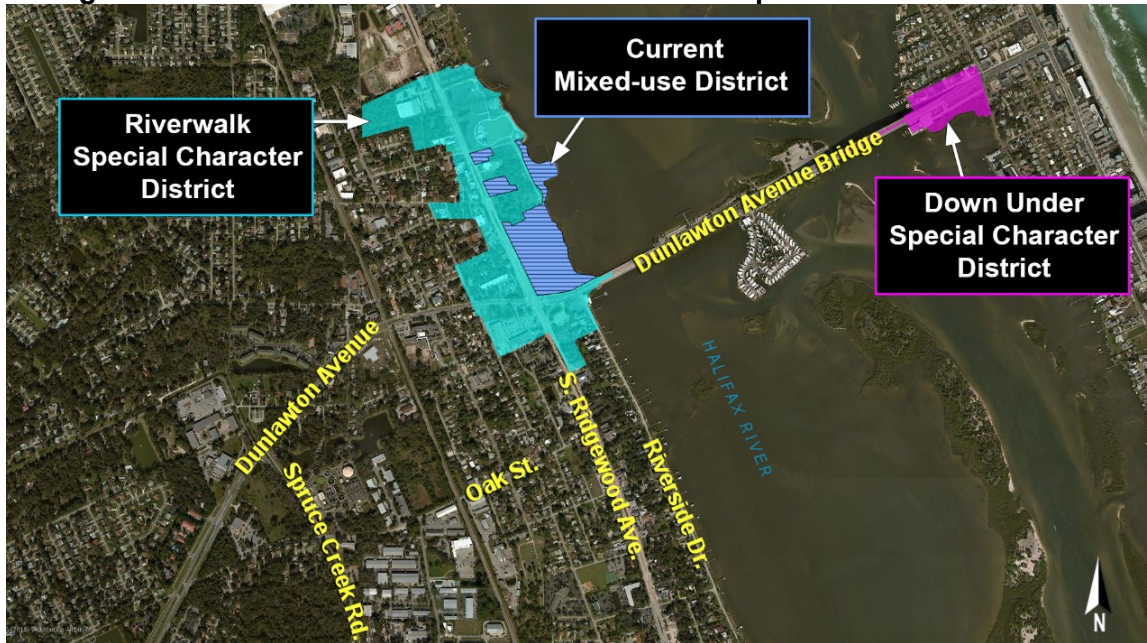
Clean-up items: As staff has been working with the new sign code minor clean-up items have been identified to correct formatting, typos and other inadvertent errors and omissions. None of these clean-up items change the content of the regulations.

Roof Signs: The current sign regulations do not allow roof signs within the City. The proposed amendment would allow roof signs for only developments located in the commercial district of the Down Under Special Character District or the mixed-use district of the Riverwalk Special Character District of the Port Orange Town Center Community Redevelopment Area (CRA) and create requirements for a roof sign. If the proposed amendment is approved and a tenant in the Down Under or Riverwalk Special Character District of the CRA installs a roof sign, the sign area of the roof sign would count toward the maximum wall sign area allowed for that building. Therefore, if a tenant would install a roof sign, it would not allow for that tenant to have more signage than other commercial buildings within the city.

The intent of the proposed amendment is to provide alternative signage options for properties in these Special Character Districts based on their unique location or designation as being a

commercial/entertainment destination area. Providing more flexibility in signage design in these areas further supports the City's redevelopment efforts to make these areas iconic placemaking designation.

Figure 1. Location of Down Under and Riverwalk Special Character Districts



Due to the location of the businesses in the Down Under district being under the Dunlawton Bridge, the visibility of a typical 8-foot-tall ground monument sign is significantly reduced to traffic going over the bridge. Therefore, most of the businesses in the Down Under have chosen not to install a monument sign. The proposed amendment would allow for these businesses to have adequate signage comparable to other commercial businesses in the city.

Mixed-use developments, such as those planned in the Riverwalk Special Character District rely on exterior signs to identify and attract visitors to the mixed-use development and create distinct identification features for the development. Providing signage alternatives, such as a roof sign, expands the signage options available for a development or business in the mixed-use development to advertise internally and externally to potential customers.

Figure 2: Examples of Roof Signs



Recommendation

Staff recommends approval of the amendments to Chapters 2 and 15 of the Land Development Code (LDC).

Attachments

Exhibit 1 - Proposed LDC Amendments to Chapters 2 and 15 (See Ordinance Exhibit)