



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

JUNE 21, 2022

AGENDA

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

A. OPENING

1. Silent Invocation
2. Pledge of Allegiance
3. Roll Call

B. SPECIAL AWARDS, REPORTS, RECOGNITION AND PROCLAMATIONS

4. Update from Pittman Law Group

C. CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only
6. Agenda Approval
7. Approval of Minutes
 - a. June 7, 2022 - Regular City Council Meeting
8. Bid Awards and Contract Items
 - a. Approval to Waive Formal Bidding Requirements and approve Professional Services Agreement with Pittman Law Group
 - b. Approval of Amendment No. 1 to Dude Solutions, Inc. Piggyback Agreement for Community Development Permit Software Project (Smartgov)
 - c. Amendment No. 1 to Bluebeam, Inc. Global Services Proposal and Addendum No. 1
 - d. Approval of the Eighth Amendment to the Agreement Between the City of Port Orange and the County of Volusia Regarding the Provision of Fire Suppression Services to a Certain Service Area

D. PUBLIC PARTICIPATION (Agenda)

- 9. Presentation from Kris Smith, Governmental Affairs Director with MetroNet
- 10. Port Orange Railway Society - President Larry Powers
- 11. William Seward - Complaint against Staff assessing the City's storm drainage system

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

F. COUNCIL COMMENTS

- 12. Comments/Concerns from Council Members

G. BOARD APPOINTMENTS, INTERVIEWS, REPORTS

- 13. Citizen Advisory Committee for TPO
- 14. Environmental Advisory Board Appointments (x2)

H. PUBLIC HEARING

- 15. Second Reading - Ordinance No. 2022-4 - Sixth Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development / Case No. 21-40000002
- 16. Second Reading - Ordinance No. 2022-11 - Small-Scale Comprehensive Plan Future Land Use Map Amendment/4085 and 4147 Ridgewood Avenue (Case No. 21-20000002)
- 17. Second Reading - Ordinance No. 2022-12 - Rezoning and Restatement of the Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Catfish Commons Planned Commercial Development (Case No. 21-65000002)
- 18. Second Reading - Ordinance No. 2022-13 - Administrative Small-Scale Comprehensive Plan Future Land Use Map Amendment/5360 Dubois Ave. (Case No. 22-20000002)
- 19. Second Reading - Ordinance No. 2022-14 - Administrative Rezoning/4020 and 4096 Ridgewood Avenue, 215 and 411 Church Street, and 5360 Dubois Avenue (Case No. 22-60000003)
- 20. Second Reading - Ordinance No. 2022-15 - Code of Ordinances Amendment/Chapter 42, Article IV - Noise and Light Regulations related to the Riverwalk, Down Under, and Ridgewood/Commonwealth Entertainment Districts (Case No. 22-25000003)

I. REGULAR AGENDA

- 21. Approval of Change Order No. 9 with Saboungi Construction, Inc. to Extend Time for The Rec Project QPC082

J. ADDITIONAL ITEMS

22. City Attorney

- a. City Attorney Annual Evaluation

23. City Manager

- a. City Manager Annual Evaluation

K. COUNCIL COMMITTEE REPORTS

24. City Council Committee Reports

- a. First Step Shelter - Council Member Chase Tramont
- b. Port Orange/South Daytona Chamber of Commerce - Mayor Don Burnette

L. ADJOURNMENT

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



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



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

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

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

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



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/21/2022

SUBJECT: (B4) Update from Pittman Law Group

DEPARTMENT: City Manager

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: N/A

SUMMARY: Pittman Law Group will be in attendance to provide an overview of the 2021-2022 Legislative Session.

PRESENTER: Wayne Clark

ATTACHMENTS:

Jamie Miller	Created/Initiated - 4/19/2022
Wayne Clark	Approved - 6/10/2022
Robin Fenwick	Final Approval - 6/10/2022

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
JUNE 7, 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 Mike Swingle of First Baptist Church of Harbor Oaks

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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CONSENT AGENDA

4. Public Comments on Consent Agenda Items Only

Robert Reinhausen, citizen, spoke regarding item 7(a). He doesn't believe the rental amount is fair since the YMCA is subletting to Brooks Rehab. He asked Council to remove it from the Consent Agenda.

5. Agenda Approval

Mayor Don Burnette asked for a motion to approve the agenda with the removal of Item #17 which will come before the Council on June 21, 2022.

Motion to approve the agenda with the removal of Item #17 was made by Vice Mayor Scott Stiltner and Seconded by Council Member Chase Tramont. Motion carried unanimously by voice vote.

6. Approval of Minutes

- a. May 17, 2022 - Regular City Council Meeting
- b. May 24, 2022 - City Council Workshop

7. Bid Awards and Contract Items

- a. Approval of Amendment #2 to the YMCA/Brooks Rehab Sublease
- b. Intent to award ITB 22-06 for the Removal and Replacement of Acrylic Panels at the City Center Walkway Tunnel to A.G. Pifer Construction Company

- c. Intent to Award ITB 22-09 Ridgewood Ave Watermain Improvements to General Underground, Inc.
8. Resolution No. 22-15 - Adopting Inventory List of Real Property to which City holds Fee Simple Title for Use as Affordable Housing (Required by Florida Statutes Section 166.0451)
9. Resolution No. 22-16 - Adoption Agreements for Mission Square Money Purchase Plans 108373, 108499, 109110, and 106920
10. Approval of Minor Special Event - Showtime Sparkler Sale at 4020 Nova Road
11. Approval of Proportionate Fair-Share Agreement for Town West Senior Living Apartments Site Plan (Case No. 21-80000008)
12. Approval of Proportionate Fair-Share Agreement for Stor-It Site Plan (Case No. 21-80000009)
13. Approval of Proportionate Fair-Share Agreement for Conviva Medical Office Site Plan (Case No. 21-80000012)
14. Approval of Volusia County Combined-Drug Task Force Multi-Agency Voluntary Cooperation Mutual Aid Agreement
15. Approval to Submit Application for the Federal Fiscal Year 2022 United States Department of Justice Patrick Leahy Bulletproof Vest Partnership (BVP)

Motion to approve 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)

Doug Pettit, candidate for County Council At Large, spoke regarding his campaign platform.

COUNCIL COMMENTS

16. Comments/Concerns from Council Members

Council Member Chase provided a report on the First Step Shelter.

Council Member Reed Foley spoke regarding Terry Town Trail paving concerns. The City Manager is addressing it already.

Vice Mayor Scott Stiltner spoke on the property owned by the City and the rights of property owners relating to development of their property, as well as the environmental impacts and responsibility property owners have and how the City takes that seriously. He also responded to Mr. Reinhausen's comments about the lease and sublease at the YMCA. The sublease does not subsidize taxpayers.

Mayor Don Burnette spoke regarding the recent budget passed by the State that includes a project for the City.

BOARD APPOINTMENTS, INTERVIEWS, REPORTS

17. Environmental Advisory Board Appointments (x2)

This item was rescheduled for June 21, 2022.

18. Golf Course Advisory Board Report

Lance Green, Chair, provided details of their recent meeting. The golf course is in good shape.

PUBLIC HEARING

19. Second 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 Chase Tramont. Motion carried unanimously by roll call vote.

20. Second 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 Drew Bastian. Motion carried unanimously by roll call vote.

21. First Reading - Ordinance No. 2022-4 - Sixth Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development / Case No. 21-40000002

Mayor Don Burnette read Ordinance No. 2022-4.

ORDINANCE NO. 2022-4

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

Motion to adopt Ordinance No. 2022-4 was made by Vice Mayor Scott Stiltner and Seconded by Council Member Drew Bastian.

Tim Burman, Community Development Director, provided details of the amendment being requested regarding walklights. Mr. Burman explained other walklights in the City that are connected to sidewalks. There are currently no other plans for connectivity or other walklights. He also discussed the requirement for the City to maintain the walklights after they are installed by the developer. The applicant has requested they not be required. Staff recommends approval.

Wayne Clark, City Manager, explained the safety requirement for lights, which will be covered by street lights rather than decorative walklights.

Stan Schmidt, citizen and Planning Commission member, spoke regarding the discussion the Commission had as it relates to safety concerns with the school nearby.

Motion carried 3-2 by roll call vote with Council Member Drew Bastian and Vice Mayor Scott Stiltner voting no.

22. First Reading - Ordinance No. 2022-15 - Code of Ordinances Amendment/Chapter 42, Article IV - Noise and Light Regulations related

to the Riverwalk, Down Under, and Ridgewood/Commonwealth
Entertainment Districts (Case No. 22-25000003)

Mayor Don Burnette read Ordinance No. 2022-15.

ORDINANCE NO. 2022-15

AN ORDINANCE OF THE CITY OF PORT ORANGE, FLORIDA,
AMENDING THE CODE OF ORDINANCES CHAPTER 42,
NUISANCES, ARTICLE IV, NOISE AND LIGHT REGULATIONS,
SECTION 42-79 TO REPLACE THE TOURIST USE OCCUPANCY
WITH COMMERCIAL USE OCCUPANCY; SECTION 42-80 TO
ADDRESS VEHICLE NOISE REGULATION PREEMPTION;
SECTION 42-81 TO ADDRESS VESSEL NOISE REGULATION
PREEMPTION; SECTION 42-82 TO CREATE A PREEMPTION
EXEMPTION; REPEALING SECTION 42-83 RELATED TO
SPECIAL NOISE PERMITS, AND REPLACING WITH THE
CREATION OF ENTERTAINMENT DISTRICTS WITH SPECIAL
NOISE RESTRICTIONS; SECTION 42-84 AMENDING METHODS
OF ENFORCEMENT; PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY;
PROVIDING FOR CODIFICATION AND PROVIDING AN
EFFECTIVE DATE.

Motion to adopt Ordinance No. 2022-15
was made by Vice Mayor Scott Stiltner
and Seconded by Council Member Reed
Foley.

Mr. Burman spoke regarding the regulations being presented.

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

ADDITIONAL ITEMS

23. City Attorney

There was nothing further.

24. City Manager

Wayne Clark, City Manager, discussed the need for extra meetings in July and August relating to the budget. Council agreed to an Executive Session on Monday, July 18 at 5:30 p.m. and a Budget Workshop on Monday, July 25 at 5:30 p.m. Consideration of the maximum millage rate will be included on the agenda for the regular meeting on August 2nd. Robin Fenwick, City Clerk, will send out meeting invites.

25. City Council Committee Reports
a. River to Sea TPO - Council Member Reed Foley had nothing new to report.

ADJOURNMENT - 7:20 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/21/2022

SUBJECT: (C8a) Approval to Waive Formal Bidding Requirements and approve Professional Services Agreement with Pittman Law Group

DEPARTMENT: City Manager

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve the waiver of formal bidding procedures and approve the Professional Services Agreement with Pittman Law Group, for an amount not to exceed \$39,999.96 for the legislative years 2022-2023 and 2023-2024; and authorize the Mayor and the City Clerk to execute all required contract documents.

SUMMARY: The Pittman Law Group has submitted the attached proposed agreement for continued professional services to lobby the legislature on behalf of the City for the 2022-2023 and the 2023-2024 legislative sessions. Issues for which they might lobby include grant funding for utilities and flood control projects, land acquisition for preservation, water quality projects, transportation infrastructure, and parks and recreation (among others). In addition, Pittman Law Group would work on any other issues the Council and Manager have identified in their legislative priorities for the upcoming year. Over the last five years, the City has received over \$1.5M through legislative appropriation for flooding mitigation and stormwater quality improvements. This year, \$750,000 was approved through a legislative appropriation for sewer system rehabilitation pipelining.

The proposed agreement does not have a change in service level or any increase in cost for the next two years. The City pays \$3,333.33 per month for these services.

Ordinance 2020-25 removed the procurement of lobbyist services from the list of professional services listed under the exempt purchases provision because the City Council determined that the procurement of lobbyist services should be approved by the City Council rather than the City Manager.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Pittman Professional Services Agreement	Pittman Professional Services Agreement 060722.pdf
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2.	Pittman Law Group 2022 Addendum No 1	Pittman Law Group 2022 Addendum No 1.pdf
3.	Ordinance No 2020-25	Ordinance No 2020-25.pdf
4.	City of Port Orange - Final Report	City of Port Orange - Final Report.pdf
5.	City of Pt Orange 2 year	City of Pt Orange 2 year.pdf

Jamie Miller
John McKinney
Matthew Jones
Wayne Clark
Robin Fenwick

Created/Initiated - 4/19/2022
Approved - 4/25/2022
Approved - 6/7/2022
Approved - 6/9/2022
Final Approval - 6/10/2022



April 14, 2022

Mr. Wayne Clark, City Manager
The City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

RE: Professional Services Agreement

Dear Mr. Clark,

Thank you for the opportunity to work with your organization during the 2022 Legislative Session. We take pride in our representation of clients before the Florida Legislature and other tribunals and are prepared to work on your behalf for the 2023 year as well. Please know that we will always work aggressively and diligently to pursue all the goals and priorities that you set for us to follow.

We consider it our responsibility to perform all traditional Legal and Governmental Relations activities at the Legislative and Executive Branch levels. This includes working with staff in the Legislature and the Governor's Office, and/or any agencies of the Executive Branch; it requires us to keep you informed of any developments and/or decisions that may have impact.

Pittman Law Group would like to extend the current agreement for representation of the City of Port Orange, beginning July 1, 2022 through June 30, 2024. It is understood that this contract is cancelable with thirty days (30) notice; however, it cannot be cancelled during any year where a Legislative Session has concluded, as the fee is then considered fully earned. This must be the case because under Florida law contingency fee arrangements are prohibited.

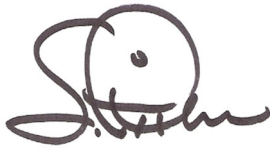
Our deliverables are as follows:

- We will consult and assist on all matters relating to the Florida Legislature and the Executive Office of the Governor and/or Agencies; and

- we will consult and assist your efforts to draft and finalize your legislative priorities; and
- our team will lobby the Issues approved by the City of Port Orange Mayor, City Council and City Manager; and
- we will build political support on issues originated and/or supported by the City of Port Orange.

I want to thank you again for your interest in our firm and for the confidence you have shown in our ability to help your organization. I look forward to many successes on your behalf. Please know that we will maintain every confidence you have placed with and in us.

With kind regards,

A handwritten signature in dark ink, appearing to read "S. Pittman", with a large, stylized "S" and a circular flourish above the name.

Sean Pittman

SIGNED: _____
Wayne Clark
The City of Port Orange

ADDENDUM NO. 1
to Pittman Law Group, P.L. Professional Services Agreement dated April 14, 2022

This Addendum No. 1 is entered into on the day and year set forth hereinafter by and between the CITY OF PORT ORANGE, a Florida municipal corporation whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and PITTMAN LAW GROUP, P.L. ("Consultant"), a Florida limited liability corporation, whose principal address is 1028 East Park Avenue, Tallahassee, Florida 32301 (collectively "the Parties"). The Parties have agreed as follows:

1. This Addendum No. 1 supplements the terms provided in the letter dated April 14, 2022 from Pittman Law Group, P.L. to the City of Port Orange, Florida.
2. City Obligations. In return for the services identified above, the City agrees to compensate the Consultant \$3,333.33 per month, beginning on July 1, 2022 and ending on June 30, 2024, subject to a limit up to but not to exceed Thirty-Nine Thousand Nine Hundred Ninety-Nine and 96/100 Dollars (\$39,999.96) per year. The City's obligation to pay Consultant under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended
3. Contract Administration. The City Manager, Wayne Clark, shall perform contract administration of this Contract. The City may change the contract administration, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."
4. Insurance. Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation. The City shall not accept Workers' Compensation Exemptions Contractor may use leased employees if the Contractor ensures that all workers who access the jobsite are employees covered by the employee leasing company, and no non-employees are permitted to access the jobsite. Any Contractor using a leased employee shall complete the City's Leased Employee Affidavit Form Exhibit. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572.

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

City of Port Orange-2022 Addendum No. 1

given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

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

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

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

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

Standard Insurance Requirements											
	Insurance	Standards	Additional Requirements								
☒	<u>Workers' Compensation</u> The Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than the limits indicated in the Schedule of Limits for Employers' Liability. Said coverage shall include a waiver of subrogation in favor of the City. The City will not accept elective exemptions. Any contractor using an employee leasing company shall complete the Leased Employee Affidavit Form Exhibit.	<table><tr><th>Contract Amount</th><th>Limits</th></tr><tr><td>Up to \$10 million</td><td>Statutory/\$500,000</td></tr><tr><td>\$10 - \$20 million</td><td>Statutory/\$1,000,000</td></tr><tr><td>Contracts over \$20 million</td><td>To Be Determined by the City.</td></tr></table>	Contract Amount	Limits	Up to \$10 million	Statutory/\$500,000	\$10 - \$20 million	Statutory/\$1,000,000	Contracts over \$20 million	To Be Determined by the City.	☐ If Contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' Coverage required. ☐ If vessels involved, Jones Act coverage with limits of \$500,000 required.
Contract Amount	Limits										
Up to \$10 million	Statutory/\$500,000										
\$10 - \$20 million	Statutory/\$1,000,000										
Contracts over \$20 million	To Be Determined by the City.										

☒	Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage \$1,000,000 occurrence \$1,000,000 aggregate	☐ When work is on or under Railroad rights of way or properties, the Contractor shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
☒	Comprehensive Business, Automobile Liability to include all owned, hired and non-owned automobiles.	<u>Limits:</u> Auto Liability Bodily Injury and Property Damage: \$1,000,000 each occurrence \$1,000,000 aggregate	
Additional Insurance Requirements			
☐	Property Insurance Builders Risk. <u>Additional Coverage:</u>	<u>Limits:</u> Buildings - Completed value of Contract. "All Risk" coverage on latest ISO for or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If Agreement requires handling or installation of Owner's equipment, coverage should be furnished on "All Risk" form, including transit and Owner shall be named.
☒	Professional Liability/Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Installation Floater (IT)	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage - \$ <u>To be determined.</u>	
☐	Payment and Performance Bond Required	<u>Limits:</u> Coverage - Equal to amount of Contract.	
☐	City Manager waives Payment and Performance Bond for work under \$100,000.00.		
☐	Unless otherwise required by law, City Manager waives Insurance for FOB goods.		

5. Examination of Records

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

(b) The Consultant further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such Consultant involved in transactions related to such subcontract, or this Contract. The

City of Port Orange-2022 Addendum No. 1

term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

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

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

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided bylaw.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

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

If Consultant does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

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

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

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

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

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

8. **Disputes.** The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Consultant, shall decide disputes with respect to this Contract in the first instance.

The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Consultant mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Consultant shall proceed diligently with the performance of this Contract in accordance with that decision.

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

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Wayne Clark, City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Consultant:	Pittman Law Group, P.L. Attention: Sean Pittman, CEO 1028 East Park Avenue Tallahassee, Florida 32301 (850) 216-1002 - Telephone (850) 224-7477 - Facsimile

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses

provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address *by* at least 10 days written notice to the other party.

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

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

[remainder of page intentionally left blank]

Witnesses:

PITTMAN LAW GROUP, P.L.

Printed Name: _____

By: _____
Sean Pittman, CEO

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization this _____ day of _____, 2022, by Sean Pittman, as CEO of Pittman Law Group, P.L., a Florida limited liability corporation, and who:

[Notary: Please select one]

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

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

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Wayne Clark, City Manager

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization this _____ day of _____, 2022, by Wayne Clark, as City Manager of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who:

[Notary: Please select one]

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

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

Witnesses:

Attest:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization this _____ day of _____, 2022, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who:

[Notary: Please select one]

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

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

ORDINANCE NO. 2020-25

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA AMENDING SECTION 2-267
OF THE CODE OF ORDINANCES REMOVING THE
PROCUREMENT OF LOBBYIST SERVICES FROM THE
LIST OF EXEMPT PURCHASES; PROVIDING FOR
CODIFICATION; PROVIDING FOR REPEAL OF
CONFLICTING ORDINANCES; PROVIDING FOR
SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, City Council has determined that the procurement of lobbyist services should be approved by City Council rather than the City Manager; and

WHEREAS, an amendment to the Code of Ordinances is necessary to remove lobbyist services from the list of exempt purchases under the City Manager' authority; and

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

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

SECTION 1. The City Council of the City of Port Orange, Florida, hereby amends Section 2-267, Subsection (b) of the City's Code of Ordinances to read as follows:

Sec. 2-267. – Bidding Requirements.

...

- (b) *[Exempt purchases.]* Purchases exceeding \$25,000.00 require approval by city council except for goods and/or services that do not lend themselves to the normal competitive bidding process and the city manager has approved waiving the formal bidding requirements, as follows:

- (5) Professional services (except as otherwise provided for in Florida law) and contracts for professional services (which include, but are not limited to, services provided by attorneys, accountants, actuaries, ~~lobbyists~~ and financial advisors) may be made or entered into by the city manager without utilizing a sealed competitive method or the written quotations method.

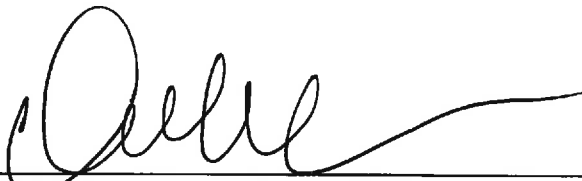
SECTION 2. The provisions of this Ordinance shall become and be made a part of the City's Code of Ordinances. The Code codifier is granted liberal authority to codify the provisions of this Ordinance.

SECTION 3. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of such conflict.

SECTION 4. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provision or applications of this Ordinance which can be given effect without the invalid provision or application, and to this and the provisions of this Ordinance are declared severable.

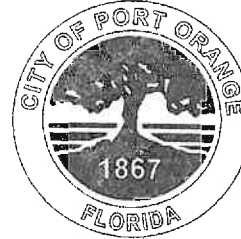
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SECTION 5. This Ordinance shall take effect immediately upon adoption.


MAYOR DONALD O. BURNETTE

ATTEST:

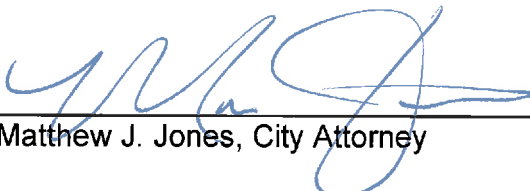

Robin L. Fenwick, MMC, City Clerk



Passed on first reading on the 21 day of July, 2020

Passed and adopted on second and final reading on the 19 day of August, 2020

Reviewed and Approved:


Matthew J. Jones, City Attorney



2022-2023 LEGISLATIVE SESSION FINAL REPORT

BUDGET

The Legislative budget was bolstered by higher than anticipated revenue receipts and federal aid. The final budget was \$112.1 billion. Our team was able to secure:

- **\$750,000 for the Port Orange Sewer System Rehabilitation Pipelining**

The Senate President identified early in the Legislative Session that he wanted to increase minimum wage for public employees and health care workers that work at facilities that receive Medicaid funding. Ultimately, the Legislature funded \$15 minimum wage for the following individuals:

- State employees
- FEFP
- Agency for health care administration – Medicaid services
- Agency for persons with disabilities – Medicaid waiver services
- Nursing homes
- Department of Juvenile Justice – contracted services
- Department of Veterans Affairs – contracted services

One of the Governor's priorities was to provide increased funding to law enforcement to recruit more officers to the state. The Legislature funded the following law enforcement initiatives:

- State law enforcement officers/troopers – increase minimum salary to \$50,000 or an additional five percent pay increase, whichever is greater
- Correctional and probation officers – increase minimum salary to \$41,600 (\$20 per hour)
- State firefighters – increase minimum salary to \$41,600
- Juvenile justice detention centers increase minimum salary to \$39,520 (\$19 per hour)
- Juvenile justice probation officers – increase minimum salary to \$41,600 (\$20 per hour)
- Veterans' homes nurses - \$5.6 million for salary and recruitment incentives
- Assistant state attorneys and public defenders - \$5,000 - \$10,000 pay increase

Reserves

The Legislature set aside \$8.9 billion to increase our reserves. An additional \$1 billion was set aside Inflation Fund which is reserved for budget amendments necessary to counter increased costs due to inflation.

Education

The overall education budget was \$24.3 billion, which broke down to \$13.5 billion in state funds and \$10.7 billion in local funds. The total FEFP increase was \$1.69 billion, and the legislature approved a per

student spending increase of 4.96 percent. However, unlike previous years the Required Local Effort increased \$633.2 million, while RLE millage was maintained at a prior year level of 3.606 mills. A highlight of the education budget was the previously mentioned teacher salary increase of \$250 million for a total of \$800 million that school districts must use to increase the minimum salaries of classroom teachers to at least \$47,500. FEFP increase also included money to school districts to ensure that all employees are paid a minimum wage of at least \$15 per hour beginning in the 2022-23 school year.

The Florida College System received a total of \$2.2 billion. A new budget item this year included a program to educate nurses to address the state's nursing. The Legislature provided \$49 million to this program. There is also a system wide base funding increase of \$55 million.

The State University System received a total of \$5.6 billion which included \$560 for performance-based funding. The Legislature also developed the SOAR program to address textbook affordability and allocated the program \$5.4 million. \$994 million was allocated to student financial aid which fully funded Bright Futures scholarships at \$620.9 million. The Legislature also approved an expenditure of \$5 million for law enforcement academy scholarships.

Healthcare

Recently, First Lady Casey DeSantis announced that after she was free of breast cancer. One of the Governor's priorities was the creation of a cancer research program. Although the program was funded at a lower level than requested, the Legislature allocated \$37.7 million to create the Casey Desantis Cancer Research Program.

Criminal Justice

The entire criminal justice budget was \$6.9 billion. Despite threatening the closure of two prisons last year and an overall decrease in the crime rate, the Legislature allocated \$650 million to a new 4,500 bed facility and \$200 million for a 250-bed hospital facility. The Legislature also passed legislation to construct a new sixth DCA courthouse. The budget included funding of \$50 million to support the measure.

Transportation

Keeping in step with the previous year, the Legislature fully funded the affordable housing programs at \$362.7 million. SHIP was provided \$209.5 million, and SAIL was provided \$153.3 million. The Legislature also provided \$175.3 million to library, cultural, and historical grants, initiatives, and facilities. The legislature continued to fund the Job Growth Grant Fund at \$50 million and Visit Florida at \$50 million. The transportation work program was allocated \$11.6 billion and \$498.6 was provided to local transportation initiatives.

Water

Keeping with the Governor's commitment to support environmental initiatives, the legislature provided \$4.2 billion to the Department of Environmental Protection. The Legislature provided \$885.9 million to everglades restoration and \$782.4 million to water quality improvements. The Legislature also provided \$368.4 million to water projects. Additionally, the budget funded \$50 million in beach management funding assistance. There was also money provided to water quality loan and grant programs that DEP administers:

- Drinking Water Revolving Loan Program - \$202.6 million
- Wastewater Revolving Loan Program - \$264.8 million
- Water Infrastructure Improvements - \$178.9 million
- Small County Wastewater Treatment Grants - \$12 million

- Land and Water Conservation Grants - \$13.5 million
- Local Resiliency Projects - \$5 million
- Local Parks - \$58.2 million
- State Parks Maintenance and Repairs - \$239.5 million
- State Park Beach Projects - \$55 million

REDISTRICTING

This year, the Legislature undertook the process of drawing new house, senate, and congressional legislative districts. Redistricting takes place every ten years after census data is released. Florida, due to population growth, gained one additional congressional seat. The state maps were completed early in session, however congressional maps took much longer. For the first time in our state's history, the Governor submitted his own proposed maps. His maps raised concerns over the state's fair district amendment. The Fair Districts amendment prohibits the drawing of districts that diminish minority voting power. The Legislature proposed two congressional maps that were meant to assuage the Governor's concerns. However, the Governor has vetoed the Congressional maps and has called a special session for the Legislature to draw new ones. The Legislature will return in late April to draw new congressional maps. The House and Senate maps passed and were approved by the Supreme Court.

LEGISLATION THAT FAILED

SB 280/HB 403 – Local Ordinances

SB 280 would require counties and cities to produce a business impact estimate prior to passing an ordinance. The legislation would have created a mechanism for any party to challenge the validity of local ordinances, required local governments to suspend enforcement of an ordinance upon challenge, and provided attorney's fees to a prevailing plaintiff.

This controversial legislation was introduced as a solution to the slew of preemption bills that are filed each year. A priority of the current and incoming Senate Presidents, the measure moved quickly through the Senate despite opposition from the Florida Association of Counties and the Florida League of Cities. Despite compromise measures being amended onto the bill, there was great concern from representatives of more rural and smaller counties that this legislation would bankrupt their local governments. The legislation died on the House Calendar.

HB 943 – Preemption of Local Government Wage Mandates

The legislation would prohibit political subdivisions from enacting, maintaining, or enforcing any wage mandates in an amount greater than the state minimum wage or the federal minimum wage. The legislation did not provide a grandfather clause for cities and counties that currently provide a living wage. The legislation met opposition from larger counties such as Dade where living expenses are high and continue to increase. If enacted, thousands of public employees would immediately lose income that keeps them above the poverty line. The measure died in committee.

SB 512 – Vacation Rentals

This legislation mirrors previous legislation filed to create a statewide system for vacation rental homes. SB 512 provided a grandfather clause for cities and counties that enacted ordinances prior to June 1, 2011 but clarified that the cities may only amend their ordinances to be less restrictive. Like previous years, the measure was opposed by the Florida League of Cities and FAC. The issue with the legislation hinges on whether the state can truly address the myriad of issues that arise when the vacation rental

market enters a community. Several opponents testified in committee that the best mode of regulation for this market remains with local governments. Unable to reach a compromise, the legislation died again.

SB 974 – Sovereign Immunity

The legislation would have increased the limits of the state’s waiver of sovereign immunity from \$200,000 per injured person and \$300,000 per incident to \$400,000 per person and \$600,000 per incident for the state. The legislation was amended to create a tiered approach for cities and counties. For counties and cities with a population more than 250,000, the limits were increased to \$400,000 per person and \$600,000 for incident. For a city or county with a population between 50,000 to 250,000 the limits were increased to \$300,000 per person and \$400,000 per incident.

LEGISLATION THAT PASSED

HB 105 – Regulation of Smoking by Counties and Municipalities

The legislation amends statute to allow counties and municipalities to restrict smoking within the boundaries of any public beach or park they own.

SB 7014 – COVID-19 Related Claims Against Health Care Providers

Last year, legislation was passed to provide liability protections for health care providers from COVID-19 related claims. The legislation extends the application period of liability protections to June 1, 2023.

SB 524 – Election Administration

In light of concerns regarding election security, the Legislature passed SB 524 to enhance some of the measures put into place with the passage of SB 90 last year. It is unclear how this legislation will be impacted by the Court’s recent ruling, striking some key provisions of SB 90 including restrictions of third-party voter registration drives, ballot drop boxes, and criminal penalties for providing assistance to voters in line. SB 524 will likely face challenges in court. We have reviewed the legislation below.

- Creates the Office of Election Crimes and Security within the Department of State to aid the Secretary of State in completion of his or her existing duties related to investigation of election law violations or election irregularities.
- Modernizes the governor’s current authority to appoint special officers by requiring the governor to, in consultation with the executive director of the Florida Department of Law Enforcement, appoint special officers to investigate alleged violations of election laws.
- Requires the Department of State to annually report specified information regarding each received allegation of an election law violation or election irregularity
- Increases to \$50,000 from \$1,000 the annual cap on fines assessed against a third-party voter registration organization that does not timely deliver completed voter registration applications.
- Creates a new penalty that provides that if a person collecting applications on behalf of an organization is found guilty of altering an application without consent, the organization is subject to a fine of \$1,000 per altered application.
- Increases criminal penalties for ballot harvesting and crimes related to ballot petition signatures.
- Expands a criminal penalty for early disclosure of election results and requires authorized observers of vote-by-mail ballot duplication to sign an affidavit acknowledging they are subject to the penalty
- Expands the prohibition against the use of private donations for election-related expenses to apply to any kind of expense, including but not limited to the costs of related litigation.
- Conforms the mailing and canvassing timeframes for all-mail-ballot elections to those for vote-by-mail ballots in regular elections.

- Revises the date by which supervised voting must be requested.
- Prohibits the use of ranked choice voting in any election in the state and preempts any conflicting local ordinances.
- Deletes a requirement that vote targets on ballots must be in the shape of an oval.
- Revises “drop box” terminology to “secure ballot intake station.”
- Clarifies the meaning of “permanent branch office of the supervisor” for purposes of placement of secure ballot intake stations.
- Transfers the disclaimer regarding third-party voter registration organizations to the required contents of the uniform statewide voter registration application.
- Requires certain county commissioners of single-member districts to run for election after each decennial redistricting.
- Requires the Department of State to submit a plan to use identifying numbers to confirm the identity of each voter returning a vote-by-mail ballot.

Related to maintenance of voter registration information, the bill:

- Increases the frequency with which list maintenance must be conducted.
- Revises options supervisors of elections may use for identifying change-of-address information.
- Specifies voter addresses that supervisor of elections must use in conducting list maintenance activities.
- Requires a supervisor of elections to send an address confirmation final notice to a voter if certain conditions are met.
- Requires an inactive voter to confirm his or her current address of legal residence before being restored to active status.
- Creates additional requirements for information other governmental entities must report to the Department of State.

SB 518 – Private Property Rights to Prune, Trim, and Remove Trees

The legislation provides that a local government may not burden a property owner’s rights to remove a tree if an arborist or landscape architect provide documentation that a tree poses an unacceptable risk. The legislation provides that an “unacceptable risk” occurs when removal of the tree is the only way to mitigate risk below the moderate level identified in “Best Management Practices – Tree Risk Assessment”.

This legislation was provided in response to litigation of the state’s previous preemption of removal or pruning of trees. Courts have grappled with the statute’s express language and whether local government maintain some residual authority to regulate tree management on private property.

HB 423 – Building Regulation

The legislation makes the following changes to the regulation of building inspectors and building permits:

- Allows a person to sit for the building inspector or plans examiner licensure test by completing a 4-year internship with a private provider or a private provider’s firm in certain circumstances.
- Requires the Building Code Administrators and Inspectors Board (BCAIB) to create a rule allowing partial completion of an internship program to be transferred to any other authorized internship.
- Prohibits the BCAIB from issuing a provisional license with a special condition or requirement that such licensee be employed by a municipality, county, or other local government agency

Relating to private providers, the bill:

- Allows a person with a provisional license from the BCAIB to be a duly authorized representative for a private provider in certain circumstances.

- Requires local governments to provide equal access to all permitting and inspection documents to a private provider, owner, and contractor in certain circumstances.
- Defines “reasonable administrative fee.”
- Increases the amount of time, local building officials have to issue a certificate of occupancy or a notice of deficiencies for permits that are not related to single- or two-family dwellings.
- Provides that if a notice of deficiency is not issued within the required time-period:
 - o A certificate is “automatically” granted, instead of “deemed” granted; and
 - o Local building officials must provide the applicant with a certificate of occupancy within 10 days.

Relating to “demolition” building permits, the bill:

- Prohibits local governments from preventing private property owners from demolishing single-family buildings that are in certain flood zones, while exempting certain historic buildings.
- Limits the review process for applications for such demolition permits.
- Prohibits local governments from requiring additional building requirements for new homes built on the construction site of such demolished single-family buildings.

Relating to local building departments, the bill:

- Provides that local may only make three requests for additional information from an applicant applying for certain types of building permits
- Requires local governments to review such information within a certain time-period.
- Provides a cause of action for certain individuals and associations to enforce the requirement that local governments must use excess funds generated by Building Code enforcement for lawful purposes.

HB 7049 – Legal Notices

The legislation provides a local government the ability to publish a legal notice on a website of the county in lieu of print newspapers. The legislation also requires a local government within a small county to hold a public hearing to establish that residents have sufficient access to the internet before beginning this practice. Opponents of the bill argued that this legislation was retaliatorily in nature. They argued that the legislation penalizes newspapers that sometimes print unflattering articles about elected officials, by removing a crucial revenue stream at a time when print publication is struggling.

SB 962 – Residential Development Projects for Affordable Housing

CS/CS/SB 962 authorizes a county or municipality, regardless of zoning ordinances or the locality’s comprehensive plan, to approve the development of any residential development project, including a mixed-use residential development project, on any parcel zoned for commercial or industrial use if at least 10 percent of the project’s units are reserved for affordable housing.

HB 1411 – Floating Solar Facilities

The legislation requires local governments to amend land development regulations to provide for the use of floating solar facilities. Despite the requirement to permit the use of solar facilities, the legislation provides that local governments can enact ordinances specifying buffer and landscaping requirements for floating solar facilities. The legislation also requires the Office of Energy within the Department of Agriculture and Consumer Services to develop a plan to create regulatory framework for the development and operations of floating solar-power facilities.

SB 856 – Private Providers Inspections of Onsite Sewage Treatment and Disposal Systems

The bill authorizes the owner of an onsite sewage treatment and disposal system (OSTDS) or a contractor upon the owner's written authorization to hire a private provider to perform an inspection of the OSTDS, provided certain requirements are met.

SB 1764 – Municipal Solid Waste-to-Energy Program

Energy from waste is the conversion of non-recyclable waste materials into usable heat, electricity, or fuel through processes, including combustion, gasification, pyrolysis, anaerobic digestion and landfill gas recovery. This process is often called waste-to-energy (WTE). Municipal solid waste, garbage or trash, can be used to produce energy at WTE plants and landfills. The state has twelve WTE facilities and has the largest burn capacity in the country. The following counties have at least one facility:

1. Bay
2. Broward
3. Miami-Dade
4. Hillsborough
5. Lake
6. Palm beach
7. Pasco; and
8. Pinellas.

PSC has control over public utilities in one or more of the following areas:

1. Rate or economic regulation
2. Market competition oversight
3. Monitoring of safety, reliability, and service issues

The legislation creates the municipal solid waste to energy MSWE program, within the Department of Agriculture and Consumer Services. The program is a financial assistance and incentive program to provide assistance and grants to MSWE facilities. The grant will provide qualifying MSWE facilities with annual financial assistance at a rate of two cents per kilowatt hour of electricity purchased by an electric utility during the preceding state fiscal year, not to exceed the difference between total capacity and energy payment the MSWE facility received during the last year of the power purchase agreement entered into before January 1, 2022.

HB 7055 – Cybersecurity

In light of phishing scams and recent ransomware attacks on local governments, the state is taking a step to prioritize cybersecurity. First, to deter ransomware attacks, the bill prohibits state agencies and local governments from paying or otherwise complying with a ransomware incident and establishes penalties and fines for certain ransomware offenses against a government entity. The legislation requires local governments to report all ransomware incidents and high severity level cyber security incidents to the Cybersecurity Operations Center (CSOC) and Cybercrime office within FDLE as well as the sheriff. The bill also requires state agencies and local governments to submit after-action reports to FLDS following a cybersecurity or ransomware incident. The bill requires the CSOC to notify the Legislature of high severity level cybersecurity incidents. The notice must contain a high-level overview of the incident and its likely effects. In addition, the CSOC must provide the Legislature and the Cybersecurity Advisory Council (CAC) with a consolidated incident report on a quarterly basis.

The bill requires state agency and local government employees to undergo certain cybersecurity training within 30 days of employment and annually thereafter. The bill requires local governments to adopt cybersecurity standards that safeguard the local government's data, information technology (IT), and IT resources. The legislation provides the following definitions as levels of security:

- The bill defines “ransomware incident” to mean a malicious cybersecurity incident in which a person or entity introduces software that gains unauthorized access to or encrypts, modifies, or otherwise renders unavailable a state agency’s or local government’s data and thereafter the person or entity demands a ransom to restore access to the data, prevent publication of the data, or otherwise remediate the impact of the software.
- The bill defines the severity level of a cybersecurity incident in accordance with the NCIRP as follows:
 - o Level 5: An emergency-level incident within the specified jurisdiction if the incident poses an imminent threat to the provision of wide-scale critical infrastructure services; national, state, or local security; or the lives of the country’s, state’s, or local government’s citizens.
 - o Level 4: A severe-level incident if the incident is likely to result in a significant impact within the affected jurisdiction which affects the public health or safety; national, state, or local security; economic security; or individual civil liberties.
 - o Level 3: A high-level incident if the incident is likely to result in a demonstrable impact in the affected jurisdiction to public health or safety; national, state, or local security; economic security; civil liberties; or public confidence.
 - o Level 2: A medium-level incident if the incident may impact public health or safety; national, state, or local security; economic security; civil liberties; or public confidence.
 - o Level 1: A low-level incident if the incident is unlikely to impact public health or safety; national, state, or local security; economic security; or public confidence.

HB 909 – Pollution Control Standards and Liability

The legislation establishes that the Secretary of the Department of Environmental Protection maintains jurisdiction over setting standards and procedures for evaluating environmental conditions and assessing potential liability for the presence of contaminants on land that is classified as agricultural and is being converted to a nonagricultural use.

HB 7071 – Taxation

Provides a 14-day “back-to-school” sales tax holiday from July 25, 2022, through August 7, 2022, for certain clothing, school supplies, learning aids and puzzles, and personal computers.

- Provides a 14-day “disaster preparedness” sales tax holiday from May 28, 2022, through June 10, 2022, for specified disaster preparedness items.
- Provides a 7-day “recreational” sales tax holiday (“Freedom Week”) from July 1, 2022, through July 7, 2022, for specified admissions, boating and water activity supplies, camping supplies, fishing supplies, general outdoor supplies, residential pool supplies, and sporting equipment.
- Provides 7-day “tools” sales tax holiday from September 3, 2022, through September 9, 2022, for tools and equipment needed in skilled trades.
- Provides a two-year sales tax exemption from July 1, 2022, through June 30, 2024, for impact-resistant windows, doors, and garage doors.
- Provides a one-year sales tax exemption from July 1, 2022, through June 30, 2023, for children’s clothing, shoes, and diapers.
- Provides a one-year sales tax exemption from July 1, 2022, through June 30, 2023, for certain ENERGY STAR certified refrigerators, refrigerator/freezer combinations, water heaters, and clothes washers and dryers.
- Provides a three-month sales tax exemption from May 14, 2022, through August 14, 2022, for children’s books.
- Provides a one-month motor fuels sales tax holiday from October 1, 2022, through October 31, 2022.
- Reduces from 6 percent to 3 percent the state sales tax on the sale of a new mobile home.
- Provides a sales tax exemption for admissions to Formula One Grand Prix races, FIFA World Cup matches, and Daytona 500 races.

- Provides a sales tax exemption for equipment used in the production of green hydrogen.
- Provides a sales tax exemption for the purchase of farm trailers and certain fencing.

Ad Valorem Tax

- Provides property tax relief for homestead property rendered uninhabitable for 30 days or more due to a catastrophic event
- Provides property tax relief for property owners affected by the sudden and unforeseen collapse of a residential building.
- Increases the widows, widowers, blind, or totally and permanently disabled property tax exemption from \$500 to \$5,000.
- Provides an alternative assessment methodology for land used in the production of aquaculture products.
- Clarifies the extent of the homestead exemption on classified lands.
- Updates the qualifying operations for the deployed service member property tax exemption.
- Provides alternative dates from which to calculate the 15-year required term of an affordable housing agreement for establishing qualification for a property tax exemption.

Corporate Income Tax

- Adopts the Internal Revenue Code in effect on January 1, 2022.
- Creates a corporate income tax credit for expenses incurred in rehabilitating short line railroads.

Documentary Stamp Tax

- Provides a documentary stamp tax exemption for federal loans related to state-declared emergencies.

Various Taxes

- Authorizes school districts to use the School Capital Outlay surtax for the purchase, lease, or maintenance of school buses.
- Provides flexibility in the timing of the New Worlds Reading Initiative and Strong Families Tax Credit programs.
- Increases the annual cap on the Strong Families Tax Credit program by \$5 million.
- Increases the annual cap on the New Worlds Reading Initiative Tax Credit program by \$10 million.
- Increases the annual cap on the Community Contribution Tax Credit program by \$5 million.
- Increases the authorized amount of discretionary millage that may be used by a school district for purchases of certain vehicles and insurance from \$150 FTE to \$175 FTE.
- Limits the restrictions that a local government may impose on applicants for rental and homeownership assistance to the restrictions imposed by lenders.

HB 3 – Law Enforcement

The Law Enforcement Recruitment package was a priority of Governor Desantis. The goal of the legislation is to remove professional barriers and attract out of state officers to Florida. The bill provides law enforcement agencies with additional tools to bolster the recruitment and retention of qualified officers by providing financial incentives, enhanced training, expanded educational opportunities, and recognition that honors law enforcement officers' service to the state of Florida.

The bill:

- Creates the Florida Law Enforcement Recruitment Bonus Program to provide one-time bonus payments of up to \$5,000 to newly employed law enforcement officers in Florida;

- Creates the Florida Law Enforcement Academy Scholarship Program to cover tuition, fees, and up to \$1,000 of eligible education expenses for trainees enrolled in a law enforcement officer basic recruit training program;
- Creates a reimbursement program to pay for up to \$1,000 of equivalency training costs for certified law enforcement officers who relocate to Florida or members of the special operations forces who become full-time law enforcement officers in Florida;
- Provides law enforcement officers who adopt a child from within the state child welfare system with a \$25,000 benefit for adopting a child with special needs or a \$10,000 benefit for adopting a child without special needs;
- Makes dependent children of law enforcement officers eligible to receive a Family Empowerment Scholarship to attend a private school;
- Increases the base salary for each county sheriff by \$5,000;
- Clarifies that a sheriff may transfer funds between fund and functional categories and object and sub object code levels after his or her budget has been approved by the board of county commissioners or budget commission;
- Exempts veterans and applicants with an associate degree or higher from taking the basic skills test as a prerequisite to entering a law enforcement officer basic recruit training program;
- Requires the Criminal Justice Standards and Training Commission to develop, and law enforcement officers to receive as part of their initial certification training and continued employment training, training in health and wellness principles;
- Allows law enforcement officers or former law enforcement officers to receive postsecondary credit at Florida public postsecondary educational institutions for training and experience acquired while serving;
- Encourages each district school board to establish public safety telecommunication training programs and law enforcement explorer programs in public schools; and
- Designates May 1 of each year as "Law Enforcement Appreciation Day."

HB 1 – Additional Homestead Tax Exemption for Specified Critical Public Service Workforce

This joint resolution proposes an amendment to the Florida Constitution to authorize the Legislature to provide by general law, and subject to conditions specified therein, an additional homestead exemption of \$50,000 on the assessed value between \$100,000 and \$150,000 for all taxes other than school district taxes for specified critical public service employees. Subject to approval by 60 percent of voters during the 2022 general election or earlier special election, the amendment proposed in the joint resolution will take effect on January 1, 2023.

SB 96 – Emergency Preparedness and Response Fund

CS/SB 96 (Chapter 2022-1, L.O.F.) provides \$500 million to the Governor to spend at his discretion during declared states of emergency.

SB 434 – Florida Tourism Marketing

The bill extends the scheduled repeal date for the Florida Tourism Industry Marketing Corporation, doing business as VISIT FLORIDA, and the Division of Tourism Marketing within Enterprise Florida, Inc., from October 1, 2023, to October 1, 2028.

HB 777 – Local Tax Referenda Requirements

CS/CS/HB 777 requires referenda authorizing certain optional local taxes to be held at a general election. The affected taxes are as follows:

- Tourist development tax.
- Areas of critical state concern tourist impact tax.

- Children's services independent special district tax.
- County temporary excess ad valorem millage.
- Municipal temporary excess ad valorem millage.
- County transportation motor fuel tax.
- Local option fuel tax.
- School district millage

SB 222 – Swimming Pool Specialty Contracting Services

The bill creates an exemption from local and state licensing requirements for persons under the supervision of a certified or registered pool contractor for the construction, remodeling, or repair of swimming pools, interactive water features, hot tubs, and spas. The supervising contractor need not employ or have a direct contract with the unlicensed person performing the specialty contracting services. The exemption is not available for persons required to be certified or registered as contractors for specified trade categories described in current law, such as general contractor, building contractor, residential contractor, sheet metal contractor, roofing contractor, Class A, B, and C air-conditioning contractor, mechanical contractor, plumbing contractor, underground utility and excavation contractor, and solar contractor.

Aside from legislation that impacted local governments there was legislation that was identified by the Governor and leadership as priorities. Some of the more notable pieces of legislation include.

HB 1557 – Parental Rights in Education

Labeled by opponents as the “Don’t Say Gay” bill, HB 1557 provides that a parent be notified if there is a change in their student services or monitoring related to a student’s mental, emotional, or physical health or well-being. The legislation also prohibits classroom instruction on sexual orientation or gender identity in kindergarten through third grade. The legislation also prohibits classroom instruction on sexual orientation or gender identity in a manner that is not age appropriate or developmentally appropriate for students in accordance with state standards. The legislation has gained national attention and has spurred protests from high schools to the Magic Kingdom. Now that the legislation has been signed by the Governor, it will likely face constitutional challenges from groups like Equality Florida.

HB 7 – Individual Freedom

In light of increasing conversations surrounding critical race theory, the Governor directed the Legislature to pass legislation that would prohibit discussion of critical race theory in public education settings. Popularly known as the “Stop-Woke Act”, HB 7 prohibits training or instructions that subjects individuals to believe the following concepts:

- Members of one race, color, national origin, or sex are morally superior to members of another race, color, national origin, or sex.
- A person, by virtue of his or her race, color, national origin, or sex is inherently racist, sexist, or oppressive, whether consciously or unconsciously.
- A person's moral character or status as either privileged or oppressed is necessarily determined by his or her race, color, national origin, or sex.
- Members of one race, color, national origin, or sex cannot and should not attempt to treat others without respect to race, color, national origin, or sex.
- A person, by virtue of his or her race, color, national origin, or sex bears responsibility for, or should be discriminated against or receive adverse treatment because of, actions committed in the past by other members of the same race, color, national origin, or sex.
- A person, by virtue of his or her race, color, national origin, or sex should be discriminated against or receive adverse treatment to achieve diversity, equity, or inclusion.

- A person, by virtue of his or her race, color, sex, or national origin, bears personal responsibility for and must feel guilt, anguish, or other forms of psychological distress because of actions, in which the person played no part, committed in the past by other members of the same race, color, national origin, or sex.
- Such virtues as merit, excellence, hard work, fairness, neutrality, objectivity, and racial colorblindness are racist or sexist, or were created by members of a particular race, color, national origin, or sex to oppress members of another race, color, national origin, or sex.

The legislation makes it unlawful to require such training as a condition of employment. The legislation also makes it unlawful to subject any K-20 public education student or employee to such training or instruction.

Immigration

Recently, the Governor has accused the Biden administration of bringing undocumented immigrants to Florida. In response, the Legislature passed SB 1808 – Immigration Enforcement. The expands the definition of “sanctuary policy” to include any law, policy, practice, procedure, or custom of any state or local governmental entity which prohibits a law enforcement agency from providing to any state entity information on the immigration status of a person in the custody of the law enforcement agency. The legislation requires each law enforcement agency that operates a county detention facility to enter into a “287(g) Agreement” with United States Immigration and Customs Enforcement (ICE) by January 1, 2023. The legislation prohibits state and local governmental entities from contracting with common carriers or contracted carriers that willfully transport a person into the state knowing the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from the state or the United States.

The bill also specifies that contracts, including a grant agreement or economic incentive program payment agreement, must include certain provisions requiring the common carrier or contracted carrier to attest that it is not, and will not transport an unauthorized alien into this state. Additionally, the bill amends the criminal justice data collection statutes. The bill requires state entities to collect and report immigration status data to the Florida Department of Law Enforcement each month. The clerks of courts must collect and report the immigration status of each defendant in a criminal case; the administrator of a county detention facility must collect information on the immigration status of each inmate; and the Department of Corrections must collect and report the immigration status of each inmate and each person supervised by the department on probation or community control.

Redistricting – special session for congressional maps



April 14, 2022

Ms. Jamie Miller, Deputy City Manager
The City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

RE: Professional Services Agreement

Dear Ms. Miller,

Thank you for the opportunity to work with your organization during the 2022 Legislative Session. We take pride in our representation of clients before the Florida Legislature and other tribunals and are prepared to work on your behalf for the 2023 year as well. Please know that we will always work aggressively and diligently to pursue all the goals and priorities that you set for us to follow.

We consider it our responsibility to perform all traditional Legal and Governmental Relations activities at the Legislative and Executive Branch levels. This includes working with staff in the Legislature and the Governor's Office, and/or any agencies of the Executive Branch; it requires us to keep you informed of any developments and/or decisions that may have impact.

Pittman Law Group would like to extend the current agreement for representation of the City of Port Orange, beginning July 1, 2022 through June 30, 2024. It is understood that this contract is cancelable with thirty days (30) notice; however, it cannot be cancelled during any year where a Legislative Session has concluded, as the fee is then considered fully earned. This must be the case because under Florida law contingency fee arrangements are prohibited.

Our deliverables are as follows:

- We will consult and assist on all matters relating to the Florida Legislature and the Executive Office of the Governor and/or Agencies; and

- we will consult and assist your efforts to draft and finalize your legislative priorities; and
- our team will lobby the issues approved by the City of Port Orange Mayor, City Council and City Manager; and
- we will build political support on issues originated and/or supported by the City of Port Orange.

I want to thank you again for your interest in our firm and for the confidence you have shown in our ability to help your organization. I look forward to many successes on your behalf. Please know that we will maintain every confidence you have placed with and in us.

With kind regards,

A handwritten signature in dark ink, appearing to read "S. Pittman", with a stylized circular flourish above the name.

Sean Pittman

SIGNED: _____
Jamie Miller
The City of Port Orange

ADDENDUM NO. 1
to Pittman Law Group, P.L. Professional Services Agreement dated April 14, 2022

This Addendum No. 1 is entered into on the day and year set forth hereinafter by and between the CITY OF PORT ORANGE, a Florida municipal corporation whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **PITTMAN LAW GROUP, P.L.** ("Consultant"), a Florida limited liability corporation, whose principal address is 1028 East Park Avenue, Tallahassee, Florida 32301 (collectively "the Parties"). The Parties have agreed as follows:

1. This Addendum No. 1 supplements the terms provided in the letter dated April 14, 2022 from Pittman Law Group, P.L. to the City of Port Orange, Florida.

2. **City Obligations.** In return for the services identified above, the City agrees to compensate the Consultant \$3,333.33 per month, beginning on July 1, 2022 and ending on June 30, 2024, subject to a limit up to but not to exceed Thirty-Nine Thousand Nine Hundred Ninety-Nine and 96/100 Dollars (\$39,999.96) per year. The City's obligation to pay Consultant under this Contract is limited to the budgeted amount for the fiscal year approved by the Port Orange City Council for the then current fiscal year. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended

3. **Contract Administration.** The Deputy City Manager, Jamie Miller, shall perform contract administration of this Contract. The City may change the contract administration, from time to time and at any time, upon written notice to Contractor. For notice provisions, see the paragraph below entitled "Notice."

4. **Insurance.** Consultant shall maintain insurance during the life of this Contract. Consultant shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured. For workers' compensation coverage, the bidder's insurance certificate shall include the insurer's waiver of subrogation in lieu of naming the city as an additional insured for workers' compensation.

Policies other than Workers' Compensation shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of "A" in the "Best Key Rating Guide" published by A.M. Best & Company, Inc. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.572. Consultant shall not commence work under this Agreement until the City has received a certificate or certificates of insurance and endorsement evidencing the required insurance. Consultant shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than ten (10) days prior to the effective date of the change.

The City reserves the right to increase insurance coverage as determined for higher risk contracts and shall reimburse the Consultant for the reasonable additional costs of increased coverage.

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Insurance		Standards	Comments
Workers' Compensation	<u>Limits:</u>	Coverage A - Statutory Coverage B - \$100,000	If the contract requires work on or about navigable waters, require Longshoreman's and Harbor Workers' Coverage. If vessels involved, require Jones Act coverage with limits of \$500,000.
Additional Coverage:		All States (Broad Form) Voluntary Compensation	
Comprehensive General Liability (including Completed Operations and Contractual Liability)	<u>Limits:</u>	Combined Single Limit Bodily Injury and Property damage \$500,000 occurrence \$1,000,000 Aggregate	When the Contract work on or under Railroad rights of way or properties, the Consultant shall take out and maintain during the life of the Contract, Railroad protective liability and property damage insurance in amounts as requested by the Railroad.
Comprehensive Business, Automobile liability to include all automobiles.	<u>Limits:</u>	Auto Liability Bodily Injury: \$100,000 each person \$300,000 each occurrence. Property Damage Liability \$100,000 each occurrence.	Or \$500,000 Combined Single Limit for Bodily Injury and Property Damage
Additional Coverage:		Non-Owned, Hired Car	
Professional Liability (Errors & Omissions)	<u>Limits:</u>	Coverage-\$1,000,000 minimum	

5. **Examination of Records**

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

(b) The Consultant further agrees to include in any subcontract for more than \$10,000 entered into as a result of this Contract, a provision to the effect that the subcontractor agrees that the City or any duly authorized representative shall, until the expiration of five (5) years after final payment under the subcontract, have access to and the right to examine and copy any pertinent books, documents, papers and records of such Consultant involved in transactions related to such subcontract, or this Contract. The

[remainder of page intentionally left blank]

term subcontract as used herein shall exclude purchase orders for public utility services at rates established for uniform applicability to the general public.

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

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

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

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

If Consultant does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

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

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

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

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

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

8. Disputes. The Finance Director, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to Consultant, shall decide disputes with respect to this Contract in the first instance. The decision shall be final and binding unless, within thirty-(30) days from the date of such decision, Consultant mails or otherwise furnishes to the Finance Director a written appeal addressed to the City Manager. The decision by the City Manager shall be final and binding unless, within ten (10) days from the date of receipt of the decision of the City Manager, appeal is made to the City Council. The decision of the City Council shall be final and binding unless set aside by a court of competent jurisdiction as fraudulent, capricious, arbitrary, or so grossly erroneous as necessary to imply bad faith, or not to be supported by any evidence. Pending a final determination of a properly appealed decision of the Finance Director, Consultant shall proceed diligently with the performance of this Contract in accordance with that decision.

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

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

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

City:	City of Port Orange Attention: City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Copy to:	City of Port Orange Attention: Jamie Miller, Deputy City Manager 1000 City Center Circle Port Orange, Florida 32129 (386) 506-5501
Consultant:	Pittman Law Group, P.L. Attention: Sean Pittman, CEO 1028 East Park Avenue Tallahassee, Florida 32301 (850) 216-1002 - Telephone (850) 224-7477 - Facsimile

Any notice or other communication given under the Contract will be in writing and delivered by hand, sent by facsimile (provided acknowledgement of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the addresses

provided herein. The parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address *by* at least 10 days written notice to the other party.

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

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

[remainder of page intentionally left blank]

Witnesses:

PITTMAN LAW GROUP, P.L.

Printed Name: _____

By: _____
Sean Pittman, CEO

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization this _____ day of _____, 2022, by Sean Pittman, as CEO of Pittman Law Group, P.L., a Florida limited liability corporation, and who:

[Notary: Please select one]

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

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

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization this _____ day of _____, 2022, by _____, as _____ of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who:

[Notary: Please select one]

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

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

Witnesses:

Attest:

Printed Name: _____

By: _____

City Clerk

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization this _____ day of _____, 2022, by _____, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who:

[Notary: Please select one]

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

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



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/21/2022

SUBJECT: (C8b) Approval of Amendment No. 1 to Dude Solutions, Inc. Piggyback Agreement for Community Development Permit Software Project (Smartgov)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life
6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Amendment No. 1 to Dude Solutions, Inc. Piggyback Agreement for Community Development Permit Software Project (Smartgov) for the additional amount of \$21,850.00 and an extension to the original contract of ninety (90) days, for a total revised contract cost of \$125,230.47, Community Development Software System Project (SmartGov); subject to City Attorney and City Manager approval of final contract documents; and authorizing the Mayor and City Clerk to execute all contract documents.

SUMMARY: On January 11, 2021, the City entered into a Piggyback Contract under Region 4 Education Service Center (ESC) Contract R161802 for Facilities Management Software and Solutions with Dude Solutions, Inc., for the Community Development Permit Software System Project (SmartGov). In March 2022, Dude Solutions, Inc. changed its name to Brightly Software and will be referred to as "Brightly Software" in this Amendment No. 1. In order to complete the project, staff is requesting the following items as part of Amendment No.1:

- Extend the contract term for ninety (90) days: Due to a delay in validation/testing of the online permitting software prepared by Brightly because of unforeseen staffing issues, City staff is requesting an additional sixty (60) days be added to the agreement to add sufficient time for staff training and to complete the project. The original contract also provides thirty (30) days of Brightly staff providing support to the City once the software project goes live, which will add an additional thirty (30) days to the extension request making a total extension to the contract term of ninety (90) days or September 27, 2022.
- Staff is requesting the creation of up to 40 custom reports be added to the agreement, which is anticipated to provide a more user-friendly final product for both customers and staff. In the SmartGov software, a custom report is essentially the online equivalent to a paper-based SDRC comment letter, Development Order, and project approval letter but also includes pulling of building permit data for Volusia County, State of Florida, Department of Business and Professional Regulations (DBPR), etc. The original piggyback contract did not include the preparation of any custom reports. Once program

validation/testing was underway, it was determined that a number of custom reports are needed to be prepared to provide customers with project comments, necessary approval documents for site development projects and subdivisions, and to pull and prepare building data that is required to be provided to the County and State during a calendar year. Brightly has provided a proposal for 40 custom reports at a total cost of \$21,850.00. The total revised contract cost is \$125,230.47 and funding is available in the 109 Building Special Revenue Fund.

Staff anticipates the SmartGov Customer Portal will be available for use by the public in late summer.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Brightly Software Inc. fka Dude Solutions Inc. Amendment No 1	Brightly Software Inc. fka Dude Solutions Inc. Amendment No 1.pdf
2.	Dude Solutions Change Order 1	Dude Solutions Change Order 1.pdf
3.	Executed Dude Solutions PB Agreement	Executed Dude Solutions PB Agreement.pdf

Tim Burman	Created/Initiated - 6/3/2022
Tim Burman	Approved - 6/3/2022
John McKinney	Approved - 6/9/2022
Shannon Balmer	Approved - 6/9/2022
Wayne Clark	Approved - 6/10/2022
Robin Fenwick	Final Approval - 6/10/2022

AMENDMENT NO. 1
To Dude Solutions, Inc. Piggyback Agreement Dated January 11, 2021

THIS AMENDMENT NO. 1 ("2022 Amendment No.1") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **BRIGHTLY SOFTWARE, INC.** ("Contractor"), a Delaware corporation, formerly known as **DUDE SOLUTIONS, INC.**, whose principal address is 11000 Regency Parkway, Suite 400, Cary, North Carolina 27518, collectively "the Parties." The City and the Contractor are collectively referred to herein as the "Parties."

WHEREAS, The Parties entered into a Piggyback Agreement ("Piggyback") on January 11, 2021 for facilities management software solutions, in an amount not to exceed the appropriated budget, with a term commencing on January 11, 2021 and continuing until March 31, 2022; and

WHEREAS, on the 1st day of March 2022, the Parties executed Change Order No. 1 to the Piggyback, increasing the dollar amount by \$15,295.00, from a total of \$88,085.47 to \$103,380.47, and increasing the time by 90 days resulting in a final completion date of June 29, 2022; and

WHEREAS, the Parties desire to extend the contract an additional ninety (90) days to allow for the completion of the project, and providing for the creation of up to 40 custom reports for the project, along with project management costs; and

WHEREAS, the Parties desire to amend the contractor corporate name from Dude Solutions, Inc. to Brightly Software, Inc., pursuant to Dude Solutions, Inc. filing a Name Change Amendment with the Florida Division of Corporations on May 9, 2022; and

WHEREAS, the Port Orange City Council has determined that the execution of this 2022 Amendment No.1 is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

The foregoing recitals are true and correct and incorporated herein.

1. Notwithstanding the date of execution, Contractor's name is hereby amended from Dude Solutions, Inc. to Brightly Software, Inc. effective as of May 9, 2022.

2. Term. The Term of the Piggyback as amended is hereby extended. Notwithstanding the date of execution, the Piggyback shall continue for an additional period of ninety (90) days.

3. Cost/Quote. The Cost/Quote of the Piggyback, as previously amended, is hereby amended to include an additional scope of work for the provision of up to 40 custom templates and project management costs, attached hereto as **Exhibit "A"** and made a part hereof by this reference. It is understood and agreed that if the City does not require all 40 custom templates, the Contractor shall refund the amount equal to the costs associated with the unused custom templates within sixty days of the completion of the scope of work as described herein.

4. Counterparts. This 2022 Amendment No.1 may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this 2022 Amendment No.1 shall be deemed valid

as if an original signature was delivered. No contract shall be formed between Contractor and the City until the City signs this 2022 Amendment No.1.

5. All other terms and conditions of the Piggyback shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this 2022 Amendment No.1 on the day and year stated hereinafter.

Witnesses:

BRIGHTLY SOFTWARE, INC.
FORMERLY KNOWN AS, DUDE SOLUTIONS, INC.

Printed Name: _____

By: _____
Printed Name and Title _____

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

Printed Name: _____

Date: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by _____, as _____ of Brightly Software, Inc., a Delaware corporation, formerly known as Dude Solutions, Inc. He/She is ____ personally known or ____ produced _____ as identification.

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

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Wayne Clark, City Manager

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by Wayne Clark, City Manager of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ____ personally known or ____ produced _____ as identification.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ____ personally known or ____ produced _____ as identification.

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

EXHIBIT "A"



PREPARED FOR

City Of Port Orange ("Subscriber")

Tim Burman
Community Development Director
1000 City Center Circle
Port Orange, FL 32129

PREPARED BY

Brightly Software Inc ("Company")
11000 Regency Parkway, Suite 400
Cary, NC 27518

Dude Solutions is now Brightly. Same world-class software, new look and feel.

Meet Brightly at brightlysoftware.com

PUBLISHED ON

May 27, 2022



Q-301327

This SOW has been defined to leverage Brightly's experience, while optimizing the use of resources, thereby maximizing cost efficiencies on behalf of Client.

Based on our current understanding of the complexity and scope of this effort and the expected involvement of the Brightly team resources, the current estimated Fixed Price for this engagement is shown in the Investment table. This estimated cost breakdown is as follows:

Professional Services		
Item	Pricing Based On	Investment
Custom Reports	40 Report(s)	19,000.00 USD
Project Management	One-Time	2,850.00 USD
		Subtotal: 21,850.00 USD
Total Initial Investment		21,850.00 USD

The above level of effort and associated pricing is based on the SMARTGOV package selected by City Of Port Orange and is subject to change based on defined client requirements that may be discovered during project delivery. Any identified project scope or requirements changes will be addressed via the Company's Change Control Authorization ("CCA") process.



Introduction

Brightly Software, Inc. ("Company") is pleased to submit this Statement of Work ("SOW") to City Of Port Orange for SmartGov Professional Services. SmartGov streamlines permitting, planning/zoning, Inspections, code enforcement, and business licensing, providing efficiency for your jurisdiction and enhanced customer service for your citizens. The package City Of Port Orange has chosen for implementation of SmartGov will be implemented using proven processes and methodologies managed by an experienced project manager dedicated to delivering a successful project.

Company looks forward to the opportunity to deliver these services and the ever-lasting development of a strong business partnership.

Custom Reports

The Company will build a report that has been designed and scoped by the client and provided as a PDF or Word that represents a version of the final output of the report.

We will do a maximum of 2 revisions. Any additional revisions will require the purchase of an additional custom report.

Change Control Authorization Process

Any changes to the defined scope will require a signed Change Order by the client. This Change Order will outline the additional work required and costs associated with the change. It will also include estimated changes to your launch schedule that must also be approved.



Order Form terms

- By accepting this Order Form, and notwithstanding anything to the contrary in any other purchasing agreement, Subscriber agrees to pay all relevant Fees for the full Services Term defined above.
- The "Effective Date" of the Agreement between Subscriber and Company is the date Subscriber accepts this Order Form.
- This Order Form and its Services are governed by the terms of the Brightly Software, Inc. Master Subscription Agreement found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Brightly Software, Inc. ("Company") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. ~~Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.~~
- To the extent professional services are included in the Professional Services section of this Order Form, the Professional Services Addendum found at <http://brightlysoftware.com/terms> (<http://brightlysoftware.com/terms>) is expressly incorporated into the Terms by reference.
- During the Term, Company shall, as part of Subscriber's Subscription Fees, provide telephone and email support ("Support Services") during the hours of 8:00 AM and 6:00 PM EST, (8:00 am – 8:00 pm EST for Community Development Services) Monday through Friday ("Business Hours"), excluding Company Holidays.
- ~~Unless otherwise specified on this Order Form, Company maintains the right to increase Subscription Fees within the Services Term by an amount not to exceed the greater of 6% or the applicable CPI and other applicable fees and charges every 12 months. Any additional or renewal Service Terms will be charged at the then-current rate.~~
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- Proposal expires in sixty (60) days.
- ~~Subscriber shall use reasonable efforts to obtain appropriation in the full amount required under this Order Form annually. If the Subscriber fails to appropriate funds sufficient to maintain the Service(s) described in this Order Form, then the Subscriber may terminate the Service(s) at no additional cost or penalty by giving prior written notice documenting such non-appropriation. Subscriber shall use reasonable efforts to provide at least thirty (30) days prior written notice of non-appropriation. Subscriber agrees non-appropriation is not a substitute for termination for convenience, and further agrees Service(s) terminated for non-appropriation may not be replaced with functionally similar products or services prior to the expiration of the Services Term set forth in this Order Form. Subscriber will not be entitled to a refund or offset of previously paid, but unused Fees.~~

Additional information

- Prices shown above do not include any taxes that may apply. Any such taxes are the responsibility of Subscriber. This is not an invoice. For customers based in the United States, any applicable taxes will be



determined based on the laws and regulations of the taxing authority(ies) governing the "Ship To" location provided by Subscriber. Tax exemption certifications can be sent to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com).

- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-301327 on any applicable purchase order and email to [accountsreceivable@brightlysoftware.com \(mailto:accountsreceivable@brightlysoftware.com\)](mailto:accountsreceivable@brightlysoftware.com)
- Brightly Software, Inc. maintains the necessary liability coverage for its products and professional services. Proof of insurance can be provided upon request.



Signature

Presented to:

Q-301327

May 27, 2022, 2:38:33 PM

Accepted by:

See page 4 of the Amendment for signature.

Printed Name

Signed Name

Title

Date

CHANGE ORDER NO. 1
To Piggyback Agreement dated January 11, 2021,
Between the City of Port Orange and Dude Solutions, Inc.

Project: Community Development Permit Software Project (SmartGov)

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$ 88,085.47	Original Contract Times: Effective January 11, 2021 Final Completion: March 31, 2022
Net changes from previous Change Order: N/A	Changes in contract time from previous Change Orders: N/A
Contract Price prior to this Change Order: \$ 88,085.47	Contract Completion Date prior to this Change Order: Effective January 11, 2021 Final Completion: March 31, 2022
Net Increase (decrease) of this Change Order No. 6: Increase Line Change Order No. 1 \$15,295.00	Changes in contract time requested this Change Order No. 1: (Requires Council Approval) (90 days) June 29, 2022
Contract Price with all approved Change Orders: \$ 103,380.47	Contract Times with all approved Change Orders: Completion: June 29, 2022

CHANGES ORDERED:

- I. **GENERAL:** This Change Order is necessary to cover changes in the work to be performed under the Piggyback Agreement entered by and between the parties on January 11,2021.
- II. **REQUIRED CHANGES:** This Change Order is necessary to purchase an additional 40 templates in an amount of \$15,295.00, to culminate a more user-friendly product. Add 60 days for sufficient time to complete the project, and 30 days for support during the go live phase, to allow Dude Solutions to complete the Community Development permit software project (SmartGov). No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. **JUSTIFICATION:** This Change Order is necessary to purchase additional templates to culminate a more user friendly product, and add an additional 90 days to the Piggyback Agreement, to allow Dude Solutions to complete the Community Development permit software project (SmartGov).

Changes in scope require Council approval. Is this a scope change? No
- IV. **PAYMENT:** Payment for this Change Order shall be made in accordance with the terms of the Piggyback Agreement subject to a limit not to exceed **\$ 103,380.47**. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:
TIM BURMAN
COMMUNITY DEVELOPMENT DIRECTOR

By: 
 Tim Burman
 Community Development Director

Date Signed: 2-28-22

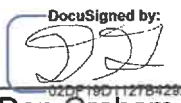
RECOMMENDED BY:

 City's Representative

By: N/A
 Printed Name: _____
 Title: _____

Date Signed: _____

ACCEPTED BY:
DUDE SOLUTIONS, INC.
 Contractor

By: 
 Dan Graham, CFO

Date Signed: 2/18/2022 | 10:59:51 AM EST

RECOMMENDED BY:

 Engineer of Record

By: _____
 N/A

Printed _____ Name: _____

Title: _____

Date _____ Signed: _____

APPROVED BY:

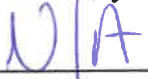
CITY OF PORT ORANGE

Department Head—Approval delegated by City Manager. Scope, schedule and cost changes above either \$25K or limit of unforeseen conditions allowance go to City Council.

By: 
Tim Burman, Community Development Director

Date Signed: 2-28-22

City Manager—Approval authority for changes up to either \$25K or limit of unforeseen conditions allowance. Scope and schedule changes sent to City Council.

By: 
Wayne Clark, City Manager

Date Signed: _____

If Council approval is required:

By: 
Printed Name: Don Burnette
Title: Mayor

Date Signed: 3/1/2022



Affirmed:


Robin L. Fenwick, MMC, City Clerk

Date Signed: 3/1/2022



CITY OF PORT ORANGE PIGGYBACK AGREEMENT

for Goods and Services

Base Contract:

- ☐ State of Florida
☐ Florida Sheriff's Association
☐ Sourcewell Formerly known as
 National Joint Powers Alliance ("NJPA")
☐ City/County of _____

☒ **National IPA/TCPN/Region 4**

Education Service Center ("Region 4 ESC")

Department:	Community Development Department
Base Contract BID/RFP/RFSQ Number:	Region 4 ESC Contract #: R161802 pursuant to Solicitation 16-18
Alternate Source Contract Number: <i>(Used for State Contracts)</i>	N/A
Contractor Name:	Dude Solutions, Inc.
Contractor's Authorized Dealer:	N/A
Delivery/Installation/Product/Service Location:	1000 City Center Circle, Port Orange
Description:	Facilities Management Software and Solutions
Contract Initial Term/Term: <i>(check appropriate term and enter dates)</i>	Region 4 ESC: ☒ From: April 1, 2017 To: September 30, 2021 COPO: ☒ Effective last date Agreement signed by Parties and shall continue until March 31, 2022
Contract Renewal Term: <i>(No. of Renewals and Term for each renewal)</i> <i>*All renewals shall be upon written agreement of the Parties, subject to review and approval of the City Manager and budget appropriation.</i>	Original Contract Term for a 3-year period with option to renew annually for an additional 2 years with Region 4 ESC agreement. Contract Renewal Year 1 renewed on 10/22/19 Contract Renewal Year 2 renewed on 10/20/20* <i>(Language: In the event of a conflict, the expiration in the Task Authorization shall control.)</i>
Authorization of Services: <i>(check one)</i>	☒ Written Purchase Order(s) ☐ Notice to Proceed(s) ☐ Task Authorization(s)
Amount of City Expenditure per Fiscal Year (10/1 to 9/30) or Annually (Contract execution date and term):	☐ Fiscal Year Click here to enter text. ☐ Annually Click here to enter text. ☒ Appropriated Budget
Payment and Performance Bond <i>(Indicate if required)</i>	☐ Yes ☒ No
Exhibits Attached to Contract <i>(excluding legal Exhibits, if any)</i>	☒ Exhibit "1" Contract History, Definitions & Terms ☒ Exhibit "2" Cost/Quote ☒ Exhibit "3" Change Order Form ☒ Exhibit "4" Base Contract ☒ Exhibit "5" Terms of Use ☐ Exhibit "6" Insurance

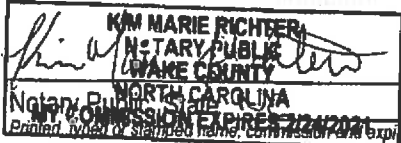
Contract Administrator:	Tim Burman, Community Development Director	
Contractor's Authorized Agent Name Printed ¹:	Dan Graham, CFO	
For purposes of this Agreement, notices shall be sent to the principal address of the City and Contractor, as provided in this Agreement. Any notice or other communication given under this Agreement will be in writing and delivered by hand, sent by facsimile (provided acknowledgment of receipt thereof is delivered to the sender), sent by certified, registered mail, or sent by any nationally recognized overnight courier service to the address provided herein. The Parties may, from time to time and at any time, change their respective addresses and each will have the right to specify as its address any other address by at least 10 days' written notice to the other party.		
Contractor's Complete Contact Information:	Corporate Address: 11000 Regency Parkway Suite 400 Cary, North Carolina 27518	Telephone: (919) 816-8237 Fax: E-Mail: contracts@dudesolutions.com
Signature: Contractor's Authorized Agent ¹:		Date: 1/6/2021
Contractor Notary Acknowledgment Block:		
STATE OF <u>NC</u> COUNTY OF <u>WAKE</u>		
The foregoing instrument was acknowledged before me this <u>6</u> day of <u>January</u> , 2021, by <u>Dan Graham</u> , as <u>CFO</u> of Dude Solutions, Inc., a Delaware corporation and who:		
[Notary: Please select one] ☐ is personally known to me; or ☒ has produced <u>driver's license</u> as identification.		
		
Department Head Signature Acknowledges the following: The base contract referenced above for piggybacking by the City of Port Orange has been verified to be competitively bid with multiple proposals from vendors/contractors within two years from the date of this piggyback agreement, unless waived by the City Manager in writing or at the direction of City Council. The Department Head further acknowledges that the vendor package, all supporting vendor documentation, and the entire base contract, including but not limited to all exhibits, and all terms and conditions is uploaded for City record.		
Department Head Name, Title Printed:	Tim Burman, Community Development Director	
Signature: Department Head		Date: 1-11-2021
Signature: Alan Rosen, Interim City Manager		Date: 1-11-2021
Attest: Robin L. Fenwick, MMC, City Clerk		Date: 1/11/2021
¹ Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement. If this Agreement is signed by an individual not identified in the records of the Florida Department of State, Division of Corporations, please provide written authorization for that individual to enter into agreements on behalf of said entity.		

EXHIBIT "1"

Contract History, Definitions & Terms

Consisting of 2 Pages

Contract History

National IPA/TCPN/Region 4 Education Service Center ("Region 4 ESC") and Dude Solutions, Inc. ("Contractor") entered into contract R161802 for Facilities Management Software and Solutions ("Region 4 ESC Contract"), pursuant to Solicitation 16-18, and Omnia Partners Purchasing Agreement documents and Price List which can be located at: <https://public.omniapartners.com/suppliers/dude-solutions/contract-documentation>. The Region 4 ESC Contract has a three (3) year effective April 1, 2017 term, with an option to renew annually for an additional 2 years with Region 4 ESC agreement. Contract renewal year 1 was renewed on October 22, 2019, with the second and final year renewal renewed on October 20, 2020.

Defined Terms

1. **City**: City shall mean the City of Port Orange, a Florida municipal corporation, whose principal address is 1000 City Center Circle, Port Orange, Florida 32129.
2. **Contractor**: Contractor shall mean the person duly authorized to have an Agreement with the City to provide product and/or services as set forth in all Agreement documents.
3. **Parties**: Parties shall mean the City and Contractor collectively.
4. **Base Contract**: The original negotiated contract for goods and/or services that has been competitively bid and awarded, which extends the same pricing and terms of contract to the City.
5. **Contract Administrator**: Contract Administrator shall mean the person having the responsibility for the day-to-day administration of the Contract, Notice to Proceed(s) or written Purchas Order(s).

Terms and Conditions

1. The terms of the Base Contract for this Agreement and any exhibits attached hereto are incorporated herein by reference.
2. **In the event of any conflict between the Agreement, Signed Contract, RFP, Quote and Terms of Use, as attached, the following order of precedence will govern 1) This Agreement, 2) Signed Contract, 3) RFP, 4) Quote, and 5) Terms of Use, as attached. No amendments incorporated into the Agreement after execution will amend such Agreement, unless it specially states intent to do so and cites this section(s) amended. The order of precedence shall control when in conflict with provisions of any Laws or Regulations applicable to the performance.**
3. This Agreement and the documents incorporated herein by reference shall constitute the whole agreement between the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, written or verbal, between the Parties hereto.
4. **City Obligations**. In return for the services identified above, the City agrees to compensate Contractor at the prices set forth in Exhibit "2" attached hereto, subject to a limit not to exceed the budgeted amount for the fiscal year approved by the Port Orange City Council. All payments shall be paid upon receipt of invoice from Contractor in accordance with the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.
5. **Public Records Compliance**. If applicable, Contractor shall comply with public records laws as set forth in Chapter 119, Florida Statutes.
6. **Certificate of Insurance**. Contractor shall provide to the City a certificate of insurance identifying the City of Port Orange as an additional insured, in accordance with the same insurance terms as provided in the Base Contract.
7. **LIMITATION OF LIABILITY**. THE MAXIMUM TOTAL LIABILITY OF ONE PARTY TO ANOTHER SHALL NOT EXCEED THE LESSER OF THE TOTAL AMOUNT OF ANNUAL FEES PAID BY CITY DURING THE PRIOR TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE LOSS OR AN AMOUNT EQUAL TO THE LIMITATIONS SET FORTH IN SECTION 768.28, FLORIDA STATUTES. IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, ASSIGNS, OR EMPLOYEES, FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR RELATED TO CLAIMS MADE UNDER OR PURSUANT TO THIS AGREEMENT EVEN IF THE PARTY OR PARTIES HAVE BEEN APPRISED OF THE LIKELIHOOD OF SUCH DAMAGES OCCURRING AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR PRODUCTS LIABILITY.
8. **Controlling Law**. THIS AGREEMENT CONTAINS IMPORTANT MATTERS AFFECTING LEGAL RIGHTS AND IS ACCEPTED AND ENTERED INTO IN FLORIDA AND ANY QUESTION REGARDING ITS VALIDITY, CONSTRUCTION, ENFORCEMENT, OR PERFORMANCE SHALL BE GOVERNED BY FLORIDA LAW. ANY LEGAL PROCEEDING ARISING FROM OR IN ANY WAY REGARDING THE AGREEMENT SHALL HAVE ITS VENUE LOCATED EXCLUSIVELY IN THE CIRCUIT COURT OF VOLUSIA COUNTY, FLORIDA, AND THE PARTIES HEREBY EXPRESSLY CONSENT AND SUBMIT THEMSELVES TO THE PERSONAL JURISDICTION AND VENUE OF THE COURT.
9. **Confidential Information**. Except as expressly permitted hereunder, each Party shall hold in confidence and not use or disclose any materials or information disclosed by the other Party during the term of this Agreement that are confidential or proprietary, including personal data of Customer's employees and personnel ("Personal Data"), or which may be reasonably regarded as the confidential information of such Party ("Confidential Information") consistent with Florida Public Records Law. Each Party shall treat the other Party's Confidential Information with at least the same degree of care it uses to prevent unauthorized disclosure or use of its own Confidential Information, but in no event less than a reasonable degree of care and in full compliance with the Florida Public Records Law and as otherwise governed by Florida Statutes. Confidential Information will not include any materials or information that the recipient can prove (i) is now, or later becomes, through no act or failure to act on the part of the receiving Party, generally known or available to the public; (ii) is known by the receiving Party at the time of

disclosure as evidenced by its records; (iii) is furnished to the receiving Party by a third party, as a matter of right and without restriction on disclosure; (iv) is independently developed by the receiving Party without any breach of this Agreement; or (v) is the subject of a written permission to disclose provided by the disclosing Party. The Parties are permitted to disclose Confidential Information in response to an enforceable order by a court or other governmental body, as otherwise required by law, or as necessary to establish the rights of either Party under this Agreement; provided, however, that the Party disclosing such Confidential Information shall provide prompt prior written notice to the other Party (except as prohibited by applicable law) to enable the other Party to seek a protective order or otherwise prevent such disclosure.

10. Change Order Process: Requests made by the Contract Administrator or Contractor to modify the scope of work, schedule of work, or costs, shall require a City of Port Orange Change Order Form executed by both Parties. No changes shall be made, and no Contract shall be formed between the Contractor and the City until the City executes the Change Order. For convenience, an example of the Change Order Form is attached hereto as Exhibit "3."

11. Assignability of Contract. Neither this contract, nor any part hereof, may be assigned by the Contractor to any other party without the express written approval of the City Manager, provided, however, that the Contractor shall have the right to assign this Agreement to the surviving entity in a merger or consolidation or to a purchaser of all or substantially all of its assets without the written consent of the City.

12. Termination for Convenience of the City

(a) In accordance with Appendix D, the parties agree that the City may terminate this Contract for any reason upon forty-five (45) days' prior written notice, and receive a prorated refund for their annual fees (does not include onetime training QuickStart fees) for the remaining months of unused services based upon the effective date of termination. In accordance with Appendix D, termination, in whole or in part, shall be effected by delivery of a Notice of Termination signed by the City Manager or his designee, mailed or delivered to the Contractor, and specifically setting forth the effective date of termination.

(b) As applicable, upon receipt of such Notice, the Contractor shall:

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

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

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

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

[Remainder of this page intentionally left blank]

EXHIBIT "2"

Contractor's Revised Quote to be Provided

Consisting of 30 Pages



PREPARED FOR

City Of Port Orange
1000 City Center Circle
Port Orange, FL 32129-4144

PREPARED BY

Dude Solutions, Inc.

PUBLISHED ON

November 23, 2020



This SOW has been defined to leverage DSI's experience, while optimizing the use of resources, thereby maximizing cost efficiencies on behalf of Client.

Based on our current understanding of the complexity and scope of this effort and the expected involvement of the DSI team resources, the current estimated Fixed Price for this engagement is shown in the Investment table. This estimated cost breakdown is as follows:

Pricing is based on:

- Omnia Partners Purchasing Agreement: <https://public.omniapartners.com/suppliers/dude-solutions/contract-documentation> (<https://public.omniapartners.com/suppliers/dude-solutions/contract-documentation>)
- Unlimited Users
- City Population of 64,000
- 160 hours of historical data entry
- Initial Term = Now to September 30, 2021

Solutions - Subscription

SmartGov - Enterprise		
- SmartGov Permitting		
- SmartGov Code Enforcement		
- SmartGov Business License		
SmartGov Connector Financial		
SmartGov Connector Merchant		
SmartGov Connector Active Directory		
SmartGov Connector BlueBeam		
	Subscription Term: 9 months	
	4 months included at no additional cost	Subtotal: \$18,206.32

Implementation & Services

Portal Configuration	
Parcel Connector Configuration	
Map Connector Configuration	
	Subtotal: \$69,879.15

Department Types / General Configuration	
Fees Configuration (Pages)	
Financial Connector Configuration	
Merchant Connector Configuration	
Active Directory Connector Configuration	
Digital Mark-up Tool Connector Configuration	
Web-Based Training	
Data Migration	
Project Management	
	Subtotal: \$69,879.15
Total Initial Investment	\$88,085.47 USD

Pricing for the First Renewal Term is \$43,694.00.

The above level of effort and associated pricing is based on the SMARTGOV package selected by City Of Port Orange and is subject to change based on defined client requirements that may be discovered during project delivery. Any identified project scope or requirements changes will be addressed via DSI Change Control Authorization ("CCA") process.



Software for Smarter Operations



Introduction

Dude Solutions, Inc. ("DSI") is pleased to submit this Statement of Work ("SOW") to City Of Port Orange for SmartGov Professional Services. SmartGov streamlines permitting, planning/zoning, Inspections, code enforcement, and business licensing, providing efficiency for your jurisdiction and enhanced customer service for your citizens. The package City Of Port Orange has chosen for implementation of SmartGov will be implemented using proven processes and methodologies managed by an experienced project manager dedicated to delivering a successful project.

DSI looks forward to the opportunity to deliver these services and the ever-lasting development of a strong business partnership.

Definitions

In addition to the terms defined elsewhere in this SOW, the following terms have the following meanings:

"Change Control Authorization" or "CCA" means any request by the client to modify the scope of work, schedule, or costs will require preparation of a Change Control Authorization ("CCA" or "change order") form detailing the work to be performed, as well as the associated costs and schedule impact. Additional work will be performed only after both parties have duly executed the CCA. Scope of work changes will impact the project schedule which will be updated to reflect such changes upon CCA approval.

"Closing Phase" means the phase that represents the completion of a project where all metrics are finalized, all deliverables are complete and accepted by client, and all remaining billing/invoicing takes place prior to project closure and acceptance.

"Deliverable Acceptance Form" means the form that is a standard PMO form used for client to agree to accept a deliverable as complete and final.

"Escort" means the client provided resource/person to take Dude Solutions, Inc. ("DSI") resources around client facilities and provide access to restricted areas agreeable between client and DSI as needed.

"Executing Phase" means the phase of the project where deliverables are developed and completed.

"Fixed Price/Fixed Fee/Fixed Price Project" means the project pricing includes all services, tasks, and expenses associated with the client project.

"Monitoring and Controlling Phase" means the phase for measuring project progression and performance and ensuring that everything happening aligns with the project management plan.

"Onsite Services Completion" means onsite services have been completed and when necessary, the Deliverable Acceptance form will be used to document the completion of deliverables provided during the onsite services visit.

"Orientation Call" or "Project Kick-Off Call" means the call/meeting which begins the project and proper expectations are set between DSI and the client.

"Output Documents" standard or custom documents generated from SmartGov "e.g. permits, Certificates of Occupancy, violation letters, business licenses, receipts"

"Orientation Call Completion" means the Orientation Call or Project Kick-Off Call has been completed and the project has begun and proper expectations have been set between DSI and the client.

"Professional Services or Services" means professional, technical, consulting and/or other services.

"Project Completion" means the project completion occurs when all deliverables of the project have been completed and accepted by the client via the Project Completion Acceptance Form.

"Project Completion Acceptance Form" means the form that is a standard PMO form used for client to agree to accept a project as complete and final.

"Project Management Methodology" means the manner and process used to deliver services projects.

"Project Management Office" or "PMO" means the office that provides the oversight and standardized processes to consistently deliver projects in a concise, consistent, and standardized manner. The PMO manages and maintains the processes and standard templates utilized to manage DSI projects.

"SmartGov Modules" means the Permitting Module (permits for all departments), the code Enforcement Module, the Business Licensing Module, and the Recurring Inspection module.

"Software Component Configuration" means the components within the software have been configured per client specifications.

"Statement of Work Acceptance" means the signing and accepting of the terms of the Statement of Work document by client.

"Support Engagement" means the point in the project where implementation services end and product support begins.

"System Configuration Completion" means the configuration items within the software have been configured per client specifications.

"System Level Configuration Items" standard configurable items that are applied across departments and case templates.

"Training Completion" means the onsite or virtual training has been completed and when necessary, the Deliverable Acceptance form will be used to document the completion of deliverables provided for completion of the onsite or virtual training services.

"User Acceptance Testing – UAT" means that after the system is configured the client will have an opportunity to perform user level testing based on client developed test scripts. DSI will correct issues as documented and presented during this process.

Project Scope and Approach

Implementation Process Overview

In order to successfully implement the SmartGov application, DSI will work with City Of Port Orange to understand requirements necessary to configure and set up the SmartGov application to streamline processes related to permitting, planning/zoning, inspections, code enforcement and business licensing for your jurisdiction and citizens. Once the City Of Port Orange has reviewed, and approved these requirements and processes, DSI will configure and setup the application to support the City Of Port Orange's unique business rules.

Following the configuration and modeling work, DSI will train the City Of Port Orange's team using its jurisdiction-specific configuration. After training, DSI will work with City Of Port Orange to test the work performed and provide the necessary updates to successfully implement the solution. The system will then be ready to go live in production. If the City Of Port Orange purchases "Go-Live Support" packages, DSI will provide support for the period of time defined in the statement of work.

Customer Implementation Engagement Sessions ("CIES")

Client project team representatives and DSI project team representatives will dedicate time to meet in person or via teleconference to maintain communication and conduct coordination of project activities and tasks.

Deliverables

Dude Solutions will provide the following task deliverables:

- Project Management Meeting Schedule
- Data Migration and Technical Design Meeting Schedule
- Configuration Meeting Schedule
- Meeting notes or recordings for all scheduled meetings

The client will provide the following resources or task deliverables:

- A complete project team roster, including email addresses, phone numbers, and roles / titles
- Necessary communication / information to allow all project schedules to be finalized
- Timely response to task-related emails or phone calls to enable on-time completion of all assignments
- A minimum of 24-hour notice if all minimum required members for any scheduled meeting cannot attend the meeting. This will allow the meeting coordinator sufficient time to cancel or re-schedule the meeting as necessary

Assumptions and Constraints

- Initial proposed meeting plans from DSI will reflect the minimum recommended frequency, duration, participants (by job title or role), topics, and action items to address the full SOW
- Final meeting plan will be approved by the client key sponsor(s)
- Coordination and integration of the PM meeting, data migration, technical design meeting, and configuration meeting will align with the scope of the project, client organizational structure, and assigned resources
- The Client will provide dedicated knowledgeable technical resource available for questions

- The Client will provide a dedicated knowledgeable resource for mapping analysis
- The Client will provide read only access and screen shots for various permits/case types to provide context to DSI data migration specialists
- The Client will provide resources for validation throughout the process
- Client will provide side-by-side data entry for 2 weeks prior to go-live
- Response time for questions is one business day
- DSI may require up to 3 backups of data for each database throughout the process

Planning, Initial Set Up & System Level Configuration

Configuration begins with planning and analysis necessary to establish the overall configuration approach. After planning, and once the approach is documented and agreed to, DSI will set up the SmartGov environments to support implementation. DSI Consultants begin configuration with system level items or items that apply generally across all departments and types of configuration items.

Setup of environments to support SmartGov implementation and configuration of core items in each SmartGov module that are specific to City Of Port Orange 's requirements. These core items are defined/configured at the client level [i.e. these are configurable items that will be standard or shared across all departments and configuration types].

Deliverables

Dude Solutions will provide the following task deliverables:

- A Configuration Plan document that includes:
 - Identified current and future state business processes to be supported by the final product via the configuration work effort
 - Recommended approach to configuration that supports the identified business processes and activities
 - Configuration details for all permit, inspection, license, and code enforcement types to be configured in SmartGov. All templates required for creating the configuration types will be created in SmartGov based on requirements gathered in meetings with the client
- SmartGov Environments to support the implementation process including:
 - Configuration (Dude Solution access only for configuration)
 - Validation (client has access for testing, can be refreshed with configuration copy upon request)
 - Training
- Weekly configuration status reports (in PDF format) generated from the client specific configuration instance of SmartGov. These reports serve as the primary source to demonstrate core configuration elements, status, and needs
- Jurisdiction configuration, per Configuration Plan, to include as needed:
 - Parcel and/or address information management
 - Contact information management
 - Contractor license information management
 - Receipt/transaction information management
 - Inspection scheduling information management
 - Configurable screen display settings

- User configuration per Configuration Plan, to include as needed:
 - Individual User Rights
 - Available Departments
 - Available Distribution Groups
 - Available Inspection Qualifications
 - Available Security Groups
- Job configuration per Configuration Plan, to include as needed:
 - Default list of available queued jobs
 - Queued job parameters
- Administrative & shared configuration rules per Configuration Plan, to include as needed:
 - Administrative processing rules where available in the configurable Jurisdiction Values list
 - Standard status options for cases, submittal items, workflow steps, step actions, inspection types, inspection actions, accounts, and intervals
 - Standard expiration rules
 - Standard online processing rules [for the portal]
 - Standard reports available across all case types

Assumptions and Constraints

- The Configuration Plan will be based on information delivered to, or collected by, the DSI Consultant within a specified time frame established at the project kick-off
 - During the development of the Configuration Plan, the client provides representatives for all work units with work activity to be supported by the final delivered product
- Client will provide access to the appropriate leaders and/or subject matter experts to ensure meaningful engagement at all required meetings and to ensure on-time completion of assigned action items
- Client will provide access/links to any public, or private, web sites or operating systems, if needed, to gather complete business requirements
- The Configuration Plan can meet client requirements and can be fully executed within existing product design in all modules
- The Configuration instance will be solely owned by the DSI Implementation team and serves as the primary source for the final delivered product design
- The Validation instance will be sole source used by the client to complete all assigned configuration UAT tasks
- The Training instance will be used solely by members of the client project team to assist in understanding SmartGov functionality. It will contain default data sets and serves as a temporary "sand box" for assigned users.
- The client will designate one person on their project team to serve as the final decision-maker for all system level configuration elements. These are configured settings that are shared across SmartGov modules, and/or are settings common to all departments / divisions / users

- When configuration tasks, or related work effort, requires information to be submitted to the DSI Implementation team in a specific file format or within specified parameters, the client is able to comply with these stated requirements
 - Note: If the client cannot provide information in the DSI standard format, the assigned Project Manager will determine if a formal Change Request or additional contracted SOW is needed to provide assistance in developing or converting the information into the desired format

Module Case / Department Types

SmartGov implementation activities include the set up of case templates in one or more of these modules: Permitting, Licensing, Code Enforcement and Recurring Inspections. These case templates must be used to create records in SmartGov in each module. Your DSI Consultant will provide specific information about the minimum required elements to be configured for the case templates in each module; these required case template elements do vary by module.

Deliverables

Dude Solutions will provide the following task deliverables:

- Case template baseline elements, per the Configuration Plan, to include as needed:
 - Case record reference information
 - Template specific expiration, renewal or interval rules
 - Template specific default submittal list
 - Template specific details (custom attributes) that are required for any of the following: application intake, workflow step completion, inspection completion, fee calculation, or mandatory regulatory reporting
 - Template specific default workflow steps for Admin, Review, and Final work lists
 - Template specific default inspection list
 - Template specific list screens such as Bonds, Fixtures, Valuations, Violations, Citations, Lien, or Items
- Once baseline case template configuration is completed, any expanded configuration beyond baseline must be discussed during Configuration Meetings with the Consultant and approved by the assigned PM. Expanded configuration elements, if approved, may include
 - Non-essential custom attributes
 - Work step dependencies and due dates
 - Step actions and Inspection actions
 - Default Parent-Child case linkages
 - Workflow cycling feature
 - Template specific tab appearance
 - Standard note types and note codes
 - Standard condition types and conditions
 - Standard code references
 - Template specific report links

The client will provide the following resources or task deliverables:

- Specific lists of all types of applications, forms, or other documents that describe all services to be supported by SmartGov at the time of project "Go Live"
 - This list should be inclusive of all in-scope departments
 - This list should conform to requested formatting and scope instructions, as communicated by DSI
- A PDF or Word version of all customer-facing documents (forms, letters, cards, etc.) expected to be generated by SmartGov
- A publicly accessible URL, or electronic copies of reference information, that provide all pertinent state, county or local regulatory information that are known to impact business operations to be supported by SmartGov
- A fully approved version of the template validation workbook
- Approval via email or other written correspondence of any other identified forms, as requested by the Consultant

Assumptions and Constraints

- The scoped number of department templates for this SOW are 58 types. If the number of department types identified during the configuration work effort exceed the number of types scoped for this SOW, the additional types may be introduced into the scope of the project via the DSI CCA process once signed and approved by the DSI Project Manager and the client Project Manager.
- Case template configuration will be completed within existing product design in each module.
- DSI will configure each application or request type in the SmartGov module that best supports the associated workflow. The primary goal of configuration of case templates is to optimize SmartGov capability
 - Note: This assumption means that recommended case template configuration may or may not align with current internal customer naming convention or legacy system design
- The total number of case templates to be configured across all modules will be stated in the Configuration Plan. This total may vary from the initial sales order, where applicable, if approved by the DSI Project Manager
- A complete list of case templates to be configured across all modules will be approved by the client key sponsor, or their delegate, no later than the third Configuration Meeting
- Baseline configuration for case templates identified in the Configuration Plan will be completed before any expanded template configuration work will be done
- Baseline configuration for case templates listed in the Configuration Plan will support the end-to-end work steps that correspond to each default SmartGov Process State in the applicable module.
- If case templates or department types are identified during the configuration work effort, that are not documented in the original Configuration Plan or exceed the number of types scoped for this SOW, the additional templates or types may be introduced into the scope of the project via the DSI CCA process once signed and approved by the DSI Project Manager and the client Project Manager.
- Super Admin training will include how to maintain or update case templates

Financial Setup and Fees Pages

Configuration of GL Accounts and Fee Codes as needed to support financial transactions for any business activity to be supported by SmartGov.

Deliverables

Dude Solutions will provide the following task deliverables:

- A weekly Fee List Report that reflects all configured active fees and their associated GL Accounts
- Configuration of permitting module fee codes necessary to support all configured case templates
- Configuration of Licensing module fee codes necessary to support all configured case templates
- Configuration of Code Enforcement module fee codes necessary to support all configured case templates
- Configuration of Recurring Inspection module fee codes necessary to support all configured case templates
- Configuration of other fee codes required to support routine transaction activity including NSF ("Non-Sufficient Funds") fees, administrative fees, fines, regulated surcharges, convenience fees, and the like
- Configuration of fast track fees, deferred fees, and tax exempt fees within current product design.
- Configuration of the timing during the workflow process that each fee will be assessed and may have payment applied against the fee within current product design
- Configuration elements as needed to support online [SmartGov portal] payments
- Setup and definition of Fees Pages

The client will provide the following resources or task deliverables:

- A copy of all current fee schedules for all in-scope departments and business functions
- A current list of GL Accounts
- The last two monthly or quarterly relative financial reports
- A copy of any other operating document that contains pertinent information regarding any assessed charges, surcharges, potential fines, etc
- Contact information for one or more subject matter experts in the appropriate finance departments. This is to facilitate efficient information gathering from both operating and finance departments / divisions

Assumptions and Constraints

- All fee codes will be configured within existing product design
- A GL Account list approved / authorized by the client's finance department is provided to the DSI Consultant. This GL Account list will be limited to accounts associated to fee codes to be configured in SmartGov
- GL Accounts and Fee Codes will be configured with product design parameters
- All configured fee codes will be derived from documented fee schedules or comparable client documentation provided to the DSI Consultant. Updated fee schedules or related documents that are provided after the initial versions may be incorporated into the final configuration if there is no adverse impact on the project schedule
- Fee codes will be configured to optimize SmartGov capability, and therefore may not be identical to legacy system fees
- Determination of the specific fee codes to be defaulted within each module case template will be determined by the designated client project team member
- Validation of case templates will include validation of fee code functionality
- User security rights will address fee code management within current product capability
- Super Admin training will include instructions for maintenance of GL Accounts and configured fee codes

Portal Configuration Setup

Configuration of required elements to enable in-scope functionality associated with the SmartGov online portal, as stated in the Configuration Plan.

Deliverables

Dude Solutions will provide the following task deliverables:

- A Portal Validation site to demonstrate and test Portal configuration
- Information regarding Portal set up options
- A Portal set up workbook template

The client will provide the following resources or task deliverables:

- A fully completed and approved Portal Set up workbook
- Any written content to be visible in portal that is not configurable
- Resources to test Portal configuration

Assumptions and Constraints

- The client will be responsible for taking steps to integrate the SmartGov portal into existing online sites
- Online payments will not be enabled without also purchasing the Merchant Services connector
- The client will be able to determine the level of online integration with their business processes, within existing product design
- Portal configuration will occur along with configuration of module case templates.
- Validation tasks will include distinct tasks to approve Portal set up
- Portal user security will be defined using existing product functionality
- Super Admin training will include information about options for the client to maintain / update portal configuration

Parcel Connector Setup

The parcel connector is an optional feature that is used to keep the parcel repository in SmartGov up to date. Parcel data that is typically maintained in a county assessor's system is used as the primary reference for modules in the SmartGov application. Parcel profile information, such as Parcel Number, Site Addresses, Current Owner, Legal Description, Section, Township, Range, Quarter, Subdivision, Block, Lot, and Neighborhood, is accommodated in standard data fields. Additional attribute data may also be stored in our custom detail area. Additionally, if the associated latitude and longitude data is available, those coordinates can be added to the parcel record to allow users to geographically locate information on the map.

Deliverables

Dude Solutions will provide the following task deliverables:

- A tested, working parcel connector along with a list of unresolvable errors to be addressed

Assumptions and Constraints

- Parcel Connector required fields supplied

Map (GIS) Connector Setup

The Map (GIS) connector allows for the display and viewing of a geographical map based on parcel data provided in SmartGov. The Map (GIS) connector will display layers on the SmartGov map based on the clients current Geo-database.

Deliverables

- Map layers configured and available for display on the SmartGov map
- Parcel layer registered in SmartGov for use with SmartGov popup
- Ability to turn layers on and off
- Training to configure layers going forward

Assumptions and Constraints

- Client will provide URL to ArcGIS REST Service with layers for SmartGov to consume and display on the map
- Layers are required to be hosted on an ESRI server
- Layers must be available via HTTPS
- Server must have valid security certificate issued by a digital certificate authority (not self-signed)
- Layer formats supported:
 - Map Services
 - Feature Services
 - Tiled Services
 - Web Map Service (WMS)

Financial Connector Setup

The receipt extract for the Financial Connector is a job process that allows SmartGov to export data in electronic file format that can then be imported into an external financial management system ("FMS"). The purpose of receipt extract is to automate the export process and allows users to update their preferred FMS with the selected receipt data generated in SmartGov. The extract is provided in a comma delimited file format that is run as an on-demand job within the SmartGov application. The file format and export settings are fully customizable depending on the needs of the client FMS. These export setting will be defined early on during the planning phase, so all stakeholders have a clear understanding on the type of data that needs to be included in the extract file.

Deliverables

- Financial Reports with summary and detail information processed in the system:
- Receipt detail
- Reconciliation Reports
- Financial reports for daily extract validation

Assumptions and Constraints

- Client will provide Financial Management System ("FMS") data access for extracts
- Client to provide list of data elements for the connector integration
- FMS data will be extracted into a .txt file for SmartGov consumption

- Extract jobs can be scheduled or run manually

Merchant Service Connector Setup

SmartGov's public portal can be configured to interface with 3rd party payment gateways to accept credit card transactions. SmartGov does not store any credit card information or other sensitive information relating to credit card transactions processed via the portal. Most payment gateway providers will transition the user from the SmartGov site to their own secure site in order to complete the transaction before redirecting the user back to SmartGov. This allows the payment gateway provider to maintain the secure information and pass only necessary information, such as a confirmation or transaction reports, to SmartGov.

The first step to implement the connector is for DSI to build the interface between SmartGov and the selected payment provider. If the provider is new, DSI will first need to build the technical backend process to enable electronic transactions to/from SmartGov. Once the initial backend setup is complete, SmartGov can be configured to process payments.

Each payment gateway provider has different sets of specifications that they require to be sent to their system to authenticate payment information. When DSI builds a connector to a payment gateway provider, a new option will become available in the Payment Vendor drop down menu on the Administration Portal Payment Configuration page. If a payment gateway provider does not have a connector to SmartGov, no option will be available in the drop down menu. The payment gateway provider should provide the necessary information to the Jurisdiction in order to complete the setup process. Administrators may be asked to provide additional URLs to SmartGov pages for navigation purposes.

Deliverables

- Configure the Merchant Service connector to process payments for client services and transactions processed in SmartGov
- Configure the 3rd party payment gateway to accept credit card transactions

Assumptions and Constraints

- SmartGov does not store any credit card information or other sensitive information relating to credit card transactions processed via the portal
- Merchant Services Gateway Payment Provider Partners include:
 - ACI Universal (Official Payments) – Integrated Level 1 Payment Process - Postback v2.4
 - Authorize.NET Service Integration method (SIM)
 - BridgePay
 - ETS Corporation – Hosted E-Com Payment Page Service v1.50<
 - First Data Global Gateway Connect v1.3
 - First Data Global Gateway E4
 - FISGlobal – PayDirect Web
 - GovPay
 - PACE Technology Engine
 - PayPal – Pay Flow Pro
 - Point & Pay – Parameter Passing v3.0
 - PayGov
 - Paymentus

- Reliant Pay
- TransFirst
- US Bank – E-Payment Service v12.1 (Elavon)
- Wells Fargo
- XpressBillPay

Digital Markup Tool Setup

Configuration to support electronic plan review utilizing Bluebeam Prime Studio.

Deliverables

- Enable the Bluebeam connector
- Configure selected permit types to allow electronic plan review
- Configure specified submittal requirements for the electronic plan review process
- Instruction on the configuration and use of the Bluebeam integration

Assumptions and Constraints

- Electronic plan review is only available in the Permitting module
- Only .PDF files are eligible for electronic plan review
- Training in the use of Bluebeam software will not be included
- Client is responsible for purchasing the necessary Bluebeam components as outlined below:
 1. A subscription to BlueBeam Studio Prime and;
 2. BlueBeam ReVu client software for each user. The following editions of the most current Bluebeam version are supported:
 - Standard
 - eXtreme
 - CAD

Data Migration

Data Migration can be a complex process and demands that solid requirements are well defined in order to prepare for the data migration process. Many clients start out with "we want everything" migrated to SmartGov. However, experience has shown that once the requirements of data to be utilized in SmartGov have been reviewed, this often reduces the need for all information in legacy systems. Dude Solutions will help the client determine the real needs for data to be migrated from the legacy system to SmartGov. Decisions will be made jointly via a thorough analysis of the legacy system data and how or if the legacy data should be targeted to be migrated to SmartGov.

The consulting team will ask a series of questions, such as:

- What is the reason you want to migrate your data?
- What are your public data request requirements?

- What is the required retention period?
- What elements are required to meet the need? Once determined, this can expand or lessen the scope to include or eliminate other data points that need to be tracked moving forward
- Are legacy systems still available to extract data from?
- Do you need to report on this data?
- Do you need to be able to search for this data? What is the Search criteria? These questions will help us determine where to store data within SmartGov

The data migration process will include the following steps:

1. Define requirements
2. Map data elements
3. Extract data
4. Transform data
5. Load data
6. Perform data validation with client
7. Resolve data issues
8. Validate resolution
9. Obtain fresh copy of data
10. Add migrated data to configuration
11. Validate data and system configuration
12. Perform end to end testing
13. Perform final data migration
14. Move to Production/Training environments
15. Migration sign-off

Deliverables

- Dataset assessment and set priorities with client
- Evaluate data quality
- Work with client to cleanse data prior to extract
- Map data elements
- Determine migration pre-requisites and sequencing

- Define migration approach based on requirements definition
- Create and execute validation checklists

Assumptions and Constraints

- Client will provide information related to:
 - Data Source
 - Database/Source Type (SQL Server, Access, Oracle, etc...)
 - Type of Data (tabular, documents, permits, financial, etc...)
 - Active data usage
 - Point of Contact who know the data structure and content usage
 - Provide data validation and testing resources

Standard Reports (70 Reports Included)

DSI will provide the client reports (reports and output documents) that includes 70 standard reports. Normal modifications to these reports to entail updating client specific information and logos not related to data output.

- Custom Reports: SmartGov comes with 70 standard reports and output documents. Using tools in SmartGov, client staff can add the client's logo and modify header and footer information.

Deliverables

- 70 standard reports
- Edits will be made to add client specific logo and information i.e. company name, address, phone

Assumption and Constraints

- Modification to standard reports will be related to Client branding and logos

Post Go-Live Support

DSI will provide the client with "Post Go-Live Support" which includes additional training, configuration support, reporting assistance, transaction based support, and work with the client on basic production related issues or questions for utilizing the system.

Deliverables

Provide production related post go-live support for 30 days after go-live date.

Assumptions and Constraints

- System configuration and all implementation tasks have been completed and client is using the SmartGov system in production

User Acceptance Testing "UAT"

DSI will work with the client to conduct User Acceptance Testing ("UAT") upon the completion of configuration and development tasks to confirm SmartGov functionality using the client's UAT Test scripts, developed by the client. The client will execute their test scripts and communicate the results of the test scenario as either pass or fail. DSI will review the UAT test log for issues and will assign these issues to the appropriate resource for resolution. DSI will have up to ten (10) days to correct any functional item that fails a test, or provide a mutually acceptable written explanation of when the failed item will be corrected. In the event a bug is identified, the bug issue will be assigned to the DSI Engineering Team for assessment. DSI Engineering will then provide an estimated time frame for resolution. The client has the right to conduct additional UAT Testing for items within project scope.

Deliverables

DSI will provide the following task deliverables

- SmartGov Validation environment ready for system User Acceptance Testing
- Review any discrepancies found by the client during UAT Testing
- Correct any functional item that fails a test within 10 days, or provide a mutually acceptable written explanation of when DSI will correct the failed item
- Identified software bugs will be addressed by DSI Engineering for assessment. DSI Engineering will then provide an estimated time frame for resolution
- Provide tools for documenting UAT test scripts in the UAT testing Plan and issue tracking log as needed, client may use their own UAT Testing Plan document if available

The client will provide the following resources or task deliverables

- Create a User Acceptance Test Plan with scenario based test scripts to include end-to-end system and client business process functionality, system workflow, system configuration, data migration, interfaces, reports, etc
- Execute UAT Testing Plan
- Track and document test results
- Written acceptance of System User Acceptance Testing complete via the DSI Deliverable Acceptance Form

Assumptions and Constraints

- The client will develop a UAT Test Plan
- The client will provide resources for User Acceptance Testing throughout the process
- The client will track and document test results in a mutually agreed format
- DSI will provide resources to address discrepancies

Upon successful completion of UAT Testing, Client will sign a DSI Deliverable Acceptance form, provided by the DSI Project Manager, to document their acceptance of UAT Testing and acknowledgement that UAT Testing has been completed successfully

Project Management / Engagement Management

The Project Manager's primary goal is to deliver the project within defined constraints through planning, scheduling, and controlling those activities required to achieve the project's objectives and meet customer expectations. The Project Manager strives to deliver on schedule, within budget, within scope, and at the desired performance level.

DSI assigns a professional Project Manager and/or a professional Engagement Manager for every consulting engagement. DSI's Project Management Office ("PMO") and Project Management Methodology provides Project Managers with a formal framework that is used in initiating, planning, managing (executing, monitoring, and controlling), and closing DSI's customer projects. DSI's Project Manager will have the primary responsibility for coordinating all activities for this SOW including scheduling resources, confirming project activities and that all project deliverable and defined activities are executed within the scope of this SOW. DSI's Project Manager will serve as the single point of contact for the project related to this SOW.

DSI's Project Management Methodology provides a defined set of phases and deliverables per Project Management Institute Best Practices which include a series of planning phase activities, including initial alignment meetings to prepare for the kickoff meeting to enable all project participants to understand the project scope, project plan, and objectives. The project kickoff meeting will allow all participants to be introduced, review and understand the delivery methodology, define team roles and responsibilities, review the communications and risk management plans, review documentation templates, review the SOW and project schedule. The Executing phase allows DSI Project Managers to direct and manage project progress through task execution, distribute project related information per the Communications plan, Quality Assurance per the SOW guidelines, project team development and coaching, and checkpoint meetings to review project progress during each work week, and weekly status meetings. The Monitoring and Controlling phase provides the DSI PM with the toolset to manage the triple constraint triangle of scope, cost, and schedule through integrated change control, quality assurance, deliverable validation, risk monitoring and control, performance monitoring to plan and schedule, and initiating corrective action measures. In the Closing phase, the Project Manager will verify product and deliverable acceptance, perform final financial audits, lessons learned, project archive delivery and updates, and formal project completion acceptance from the customer.

Project Management activities include:

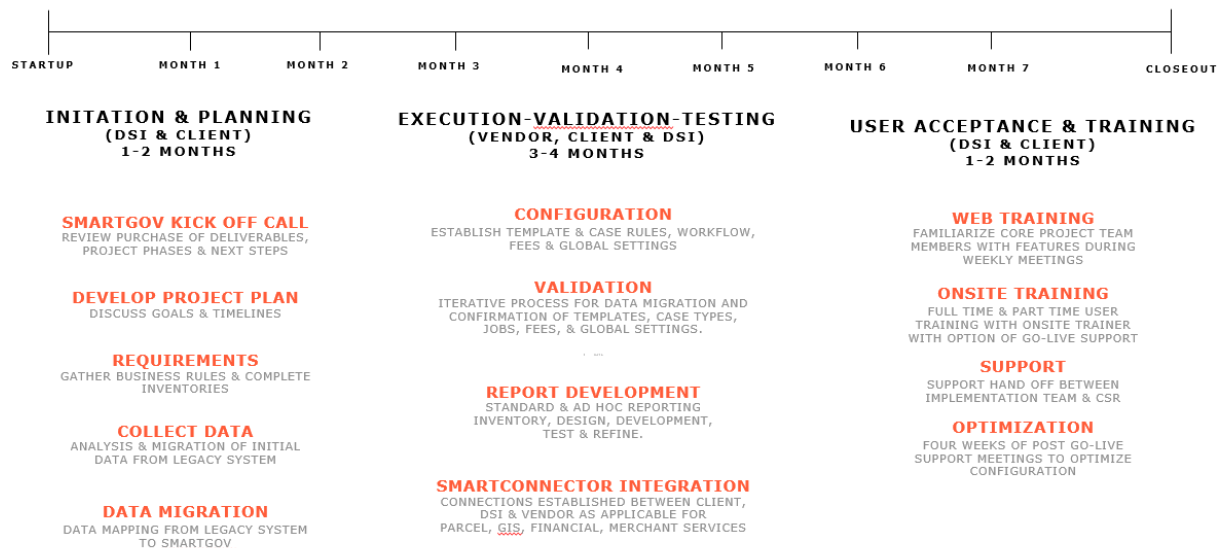
- Project planning and kickoff meetings
- Project schedule developed per SOW tasks, deliverables, and resource assignments
- Status reporting and status meeting
- Continuously communicating, planning, and scheduling updates
- Schedule and budget monitoring, and scope management
- Risk Management planning to continuously identify, analyze, and mitigate risks
- Action Item and decision tracking, as well as resolving and escalating issues
- Quality Control
- Change control management
- DSI project resource management
- Work product completion and deliverable acceptance management
- Project Completion Acceptance execution

Project Timeline

DSI anticipates commencing this project on a mutually agreeable start date upon receipt of an executed SOW acceptance page ("Acceptance") found at the conclusion of this document. Within two weeks of the Orientation Call, the DSI Project Manager will schedule a mutually agreeable date and time for the project kick-off meeting. As a deliverable of the kick-off meeting, the DSI Project Manager will develop a project schedule to be shared with the clients' project manager for review and agreement. As a deliverable of the kick-off meeting, the DSI Project Manager will develop a project schedule to be shared with the clients' project manager for review and agreement.

The following generic process will be followed for the implementation of this project. Below is a depiction of the generic process the DSI Project Manager/Engagement Manager will follow for the implementation, DSI reserves the right to modify this process to reflect the scope of this project.

SMARTGOV High Level Process



Professional Services Invoicing / Billing

Invoicing Terms

DSI will generate project invoices when the above product codes are completed for the value of the product code as shown in the Investment table.

Travel Expenses

Travel expenses are inclusive in Dude Solutions pricing for your project.

DSI understands there are extenuating circumstances that require a change in scheduling. DSI will make every attempt to accommodate cancellation/rescheduling requests on an as-needed basis. Rescheduling requests will be subject to resource availability and every attempt will be made to meet requested timeframes and timelines, however, no guarantee can be made for requested dates or times. Client accepts that DSI will reschedule based upon our resources' next availability that meets the project duration requirement to complete the scope of work.

Cancellation Policy

Cancellation and Rescheduling requests will be managed per the below policy:

Cancellation/Rescheduling Fees: In the event that the Client requests to reschedule their onsite work date(s), Client must reschedule 14 days in advance of the scheduled onsite work. Any requests for rescheduling onsite work within the 14-day window prior to the scheduled onsite date, will require the Client to reimburse DSI the full cost of any **Cancellation Fees** and **Re-booking Fees** incurred.

Definitions:

- **Cancellation Fees:** Any actual fees incurred by DSI from its travel providers which are the result of the Client canceling work for scheduled date(s) which are not immediately rescheduled, including, but not limited to fees charged for airfare, train, rental car, and hotel.
- **Re-booking Fees:** Any change fees associated with changing travel arrangements to accommodate a rescheduled date requested by Client including, but not limited to, any difference in reasonable travel costs (airfare increase, hotel increase, rental car increase) incurred when re-booking for requested dates.
- **Force Majeure:** Client will not be held liable for Cancellation or Re-booking Fees incurred by DSI as a result of an act of God, such as an earthquake, hurricane, tornado, flooding, winter super storm, winter weather that shuts down a facility, or other natural disaster, or in the case of war, action of foreign enemies, terrorist activities, labor dispute or strike, government sanction, blockage, embargo, or failure of electrical service within a facility's power grid.

DSI Project Team Roles and Responsibilities

The roles listed below comprise the DSI team supporting this project. The team brings a wealth of experience and knowledge that will provide you with the highest caliber of expertise, thought leadership, and project management. *Due to the size and scope of the project, one person may play multiple roles, to be determined by DSI as appropriate.*

- **Senior Implementation Consultant:** The Senior Technical Consultant ("STC") will develop and deploy the solution and ensure that it meets the business requirements for the project. The STC's goal is to deliver a responsive system that complies with the functional specification. The STC defines, designs, and implements the features or products that meet the client's functional expectations.

- **Implementation Consultant:** The Implementation Consultants ("IS") primary role is to provide project implementation support by setting up a client's account, performing system configuration as defined in the scope of the project, creating/modifying templates as defined in the scope of the project, and creating or modifying standard or custom reports as defined in the scope of the project or requirements discovered during requirements gathering sessions.
- **Project Manager / Engagement Manager:** The Project Manager's ("Project Manager" or "PM") / Engagement Manager's ("Engagement Manager" or "EM") primary role is to deliver the project within the project's defined constraints through planning, scheduling, monitoring progress, controlling scope, and managing client expectations. The PM/EM manages the process to release the correct product on schedule and within budget.

Project Assumptions and Constraints

DSI has made the following general assumptions in this SOW to derive the estimated cost for this project. It is the responsibility of City Of Port Orange to validate these assumptions and responsibilities before signing the Acceptance. Deviations from these assumptions may impact DSI's ability to successfully complete the project and will be addressed via a CCA process, as appropriate. Any changes in scope, schedule, or costs will be documented via the CCA process, whether there is a cost impact or not. Zero dollar CCA's will be used as mutual agreement documentation for scope and schedule changes.

Project Assumptions

- Client business stakeholders must be available for onsite visits and working phone conversations.
- DSI resources will be onsite as planned and scheduled.
- Prerequisite data gathering, related to an orientation call or requirements gathering session onsite, must be completed prior to scheduled onsite or orientation call date in order to maximize onsite consulting time and resource productivity.
- DSI is not responsible for delays caused by missing data or other configuration information that is required to be available prior to the onsite visit. Having the requested data and configuration information available prior to the onsite visit may minimize delays so progress can be made quickly.
- Regarding requested enhancements or new feature development, the request will be fully documented and delivered to the DSI software engineering team for review for product inclusion, definition, development, prioritization, and sprint release development and confirmation.

General, Administrative, and Cost

- DSI must be in receipt of this SOW, signed by an authorized Client representative, prior to initiation of services including orientation calls or onsite visits.
- As applicable, designated deliverables must be approved in writing using the *DSI Deliverable Acceptance form*.

- Upon satisfactory completion of project, Client must provide project sign-off using the *DSI Project Completion Acceptance form*.
- DSI is not responsible for delays caused by Client, its contractors, or any third party vendors or third party service providers.
- All project documentation will be prepared in DSI standard format in Microsoft Word, Excel, PowerPoint, Project, Visio, and/or PDF.
- This document could include technical inaccuracies and/or typographical errors.
- **Any request** by City Of Port Orange to modify the scope of work, schedule, or costs will require preparation of a CCA form detailing the work to be performed, as well as the associated costs. Additional work will be performed only after both parties have duly executed the CCA. Scope of work changes will impact the project schedule which will be updated to reflect such changes upon CCA approval.
- All on-site work will be conducted at Client's physical location. As required, appropriate Client personnel will be made available either at that location or via alternate means (e.g., conference call) for in-person meetings, tours, and ad-hoc meetings with appropriate personnel for additional fact finding, data gathering, and reiteration demos.

Client's Support

- Client will provide the needed input, resources, and documentation to support the tasks contained herein.
- Client will assign a project manager/leader to coordinate activities, reviews, and the collection of information in support of this project and to act as a point of contact.
- Client team members will be identified and be part of the decision-making process as it relates to changes in process, applications, technology, etc.
- Client will provide assistance in the development of functional requirements and will confirm those requirements meet the project's overall business objective.
- Client business and technical staff must be available for team workshops, requirements gathering, data gathering, and/or consulting sessions.
- Client will be responsible for scheduling and coordinating all meetings and interviews involving other teams, departments, jurisdictions, management teams, or other necessary resources required for the success of this project.
- Client will provide access to resources in a manner consistent with the proposed schedule and provide suitable designees in the absence of required resources.
- Client will provide adequate working facilities (i.e., desk, computer, telephone, contractor identification, access badge, parking pass, etc.) for DSI to perform any portion of this project that must be conducted at Client's facility and access to all applicable software, databases, tools, and systems at their facilities.
- Client will ensure that the consultant(s) are granted access to the facilities and/or systems required to conduct the necessary work defined in this SOW.

- Client will provide a knowledgeable Escort for data gathering, requirements gathering, tours, and access to restricted personnel as necessary.
- A minimum of 24-hour notice if all minimum required members for any scheduled meeting cannot attend the meeting. This will allow the meeting coordinator sufficient time to cancel or re-schedule the meeting.
- Advance notice if there is to be any additional incurred travel expenses above and beyond the contract. DSI will confirm approval of all travel dates and expenses in email from the appropriate project sponsors prior to being on site.

Client Engagement Responsibilities

The below table demonstrates the anticipated client engagement responsibilities and level of effort involvement to ensure the success of the project.

Role	Time (% FTE)	Responsibilities
Implementation Project Lead	30-40%	• Serve as primary Person of Contact • Work with Dude PM to plan and schedule client resources • Manage the scope of the paid services in SOW • Coordinate Client staff assignments • Manage Client activities to meet schedule commitments • Mitigate all implementation risks • Define requirement/layouts of reports purchased • Identify requirements for any connectors purchased • Sign-off on completion of all implementation services delivered
Subject Matter Experts (Multiple)	40-60%	• Attend Implementation/configuration meetings • Define and provide input into configuration • Attend User Acceptance and validation Training • Validate data and configuration • Develop UAT Test Scripts

IT Lead	5-10%	• Manage infrastructure changes to support SmartGov • Provide the data to be migrated from systems • Mitigate any technical issues • Coordinate technical assignments required to implement • SMARTConnectors, including GIS and parcel data
Data Validator / UAT Testing	20-30%	• Validate all data migrated • Comprehend the data in the prior system and how it translates to Community Development • Verify the data that was validated • Participate in UAT Testing, execute test scripts and provide feedback
System Administrator	10-15%	• Manage SmartGov Configuration • Create user accounts • Handle user access/privileges • Reset passwords • Supervise organization information changes • Regulate system values • Customize attributes • Generate ad hoc reports • Support internal usage of SmartGov
Training Coordinator	10%	• Manage data within SmartGov, specifically: • Accreditations • Task lists • Training Tracks • Assessments • Training Items • Training Location (conference room, off-site, etc.)
User	Case-by-Case	• Participate in SmartGov training • Participate in UAT Testing, execute Test Scripts

Change Control Authorization Process

In order to maintain a positive relationship with our clients and to complete all services and deliverables of a project on a timely basis, all facets of the project must be agreed upon, and any changes to the project must be requested and evaluated for impacts. Change control is an essential mechanism to monitor and document all project changes and deviations from the original scope and objectives of the project. All project changes must be requested via the project CCA process. The basic steps for a change are:

- The client team or DSI team discovers a need to change the project.
- The authorized client project manager or DSI Project Manager is notified and a CCA is initiated.
- The written project change request is reviewed by all necessary parties and either accepted or rejected.
- If rejected, the change request is maintained in the project file for reference purposes.
- If the written change request is accepted, then:
 - All necessary signatures are recorded on the change request
 - All affected documentation is revised to reflect the change(s)
 - Any adjustments to schedule, scope, and/or cost are made to the overall project plan
 - Signatures are required for all change requests
- Copies of the official approved and signed CCA are forwarded to the customer project manager and DSI Project Manager for the documentation archive. DSI will forward a copy to the Project Accounting Team in the office to update the project information and budget (if necessary).

Change Control Authorizations Process Steps

Step	Type	Description
1	Request	A request is made for a change to the agreed upon scope baseline. The request may be internally or externally generated, must be formally written and communicated to the project manager, and may have been prompted by any number of reasons or events.
2	Evaluate	The project manager facilitates an evaluation to confirm that the requested change is in fact a change to the agreed upon scope baseline. If so, the project manager implements the request as described below.
3	Assess	If the request is in fact a change to the scope baseline, the project manager assesses the impact on project schedule, budget and work products, using a similar approach as the original project planning process, utilizing team member expertise as needed.

4	Document	The project manager documents the project impact and other critical information in a CCA form. A summary of the change is recorded in a change order log. This log is required, and is a very useful tracking tool, and is included in the project status report.
5	Decide	The change order is presented to the project's governing authority, typically a steering committee, stakeholder's, or equivalent. In some cases, the project may have a separate change management board to process change requests. The governing authority decides whether or not to implement the change, and obtains approval for any needed additional resources (if it does not itself have the authority to authorize resource changes).
6	Incorporate	The project manager incorporates changes into the project's scope baseline in the form of such artifacts as contracts, statements of work, project plans, requirements and design documents per the approved CCA document.
7	Implement	The project team implements the changes.

Proposal terms

- Proposal has been prepared for City Of Port Orange ("Subscriber")
- Proposal expires on December 31, 2020
- Initial Term: 9 months

Order Form terms

- This Order Form and its Services are governed by the terms of the Dude Solutions, Inc. Subscription Agreement found at <https://www.dudesolutions.com/terms> (<https://www.dudesolutions.com/terms>) ("Terms"), unless Subscriber has a separate written agreement executed by Dude Solutions, Inc. ("DSI") for the Services, in which case the separate written agreement will govern. Acceptance is expressly limited to these Terms. Any additional or different terms proposed by Subscriber (including, without limitation, any terms contained in any Subscriber purchase order) are objected to and rejected and will be deemed a material alteration hereof.
- Acceptance of this Order Form on behalf of a company or legal entity represents that you have authority to bind such entity and its affiliates to the order, terms and conditions herein. If you do not have such authority, or you do not agree with the Terms set forth herein, you must not accept this Order Form and may not use the Service.
- The Effective Date of the Agreement between Subscriber and DSI is the date Subscriber accepts this Order Form.

Additional information

- DSI fees do not include any taxes, levies, duties, or similar government assessments for which Subscriber may be responsible. Tax exemption certifications can be sent to accountsreceivable@dudesolutions.com (<mailto:accountsreceivable@dudesolutions.com>).
- Billing frequency other than annual is subject to additional processing fees.
- Please reference Q-198274 on any applicable purchase order; address purchase order to: Dude Solutions, 11000 Regency Parkway, Suite 110, Cary, NC 27518
- Dude Solutions, Inc. maintains the necessary liability coverage for its products and professional services. Proof of insurance can be provided upon request.



Signature

Presented to:

Q-198274

November 23, 2020, 10:54:46 PM

Accepted by:

Printed Name

Signed Name

Title

Date



EXHIBIT "3"

Change Order Form

Consisting of 4 Pages

CHANGE ORDER NO. _
 To Piggyback Agreement dated _____
 Between the City of Port Orange and Dude Solutions, Inc.

Project: _____

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price:	Original Contract Times
\$	Substantial Completion: ____days
	Final Completion ____days
Net changes from previous Change Order:	Changes in contract time from previous Change Orders:
No. _: \$	No. _: ____days
\$	____days
Contract Price prior to this Change Order:	Contract Completion Date prior to this Change Order:
\$	Final Completion: ____date
Net Increase (decrease) of this Change Order No. _:	Changes in contract time requested this Change Order No. _: (Requires Council Approval)
\$	____days
Contract Price with all approved Change Orders:	Contract Times with all approved Change Orders:
\$	Final Completion: ____date

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the _____ entered into by and between the parties on _____.
- II. REQUIRED CHANGES: To provide for _____. No goods shall be delivered nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION:
Changes in scope require Council approval. Is this a scope change?
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the _____ subject to a limit up to but not to exceed \$ _____. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.
- V. This Change Order may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this Change Order shall be deemed valid as if an original signature was delivered. No contract shall be formed between the Contractor and the City until the City signs this Change Order.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:

Department Project Manager

ACCEPTED BY:

DUDE SOLUTIONS, INC.
Contractor

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

Date Signed: _____ Date Signed: _____

RECOMMENDED BY:

City's Representative

RECOMMENDED BY:

Engineer of Record

By: _____
Printed Name: _____
Title: _____

By: _____
Printed Name: _____
Title: _____

Date Signed: _____ Date Signed: _____

APPROVED BY:
CITY OF PORT ORANGE
Department Head

By: _____
Printed Name: Tim Burman
Title: Community Development Director

Date Signed: _____

City Manager

By: _____
_____, City Manager

Date Signed: _____

If Council approval is required:

Affirmed:

By: _____
Donald O. Burnette, Mayor

Robin L. Fenwick, MMC, City Clerk

Date Signed: _____

Date Signed: _____

EXHIBIT “4”

Base Contract

Consisting of __ Pages

Region 4 Education Service Center (ESC)

Contract R161802

for

Facilities Management Software and Solutions

with

Dude Solutions, Inc.

Effective: April 1, 2017

The following documents comprise the executed contract between the Region 4 Education Service Center and Dude Solutions, Inc., effective April 1, 2017:

- I. Vendor Contract and Signature Form
- II. Supplier's Response to the RFP, incorporated by reference

APPENDIX A

VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form ("Contract") is made as of **2016**, by and between and Region 4 Education Service Center ("Region 4 ESC") for the purchase of **Facilities Management Software**.*

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

- 1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.
- 1.4 Purchasing procedure:
 - Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "**Per TCPN Contract # R** ."

- Vendor delivers goods/services directly to the participating agency.
- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

- 1.5 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- 2.1 Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.
- 2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC's intent to renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

- 3.1. **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being "piggybackable".
- 3.2. **Compliance:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.
- 3.3. **Offeror's Promise:** Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

- 4.1. **Offeror Contract Documents:** Region 4 ESC will review proposed offeror contract documents. Vendor's contract document shall not become part of Region 4 ESC's contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.
- 4.2. **Form of Contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the

proposed agreement must be included with the proposal.

- 4.3. **Entire Agreement (Parol evidence)**: The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4. **Assignment of Contract**: No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).
- 4.5. **Novation**: If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- 4.6. **Contract Alterations**: No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.
- 4.7. **Order of Precedence**: In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
- Special terms and conditions
 - General terms and conditions
 - Specifications and scope of work
 - Attachments and exhibits
 - Documents referenced or included in the solicitation
- 4.8. **Supplemental Agreements**: The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.
- 4.9. **Adding authorized distributors/dealers**: Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

ARTICLE 5- TERMINATION OF CONTRACT

- 5.1. **Cancellation for Non-Performance or Contractor Deficiency**: Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the

contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:

- i. Providing material that does not meet the specifications of the contract;
- ii. Providing work and/or material that was not awarded under the contract;
- iii. Failing to adequately perform the services set forth in the scope of work and specifications;
- iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
- v. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving an authorized purchase order from Region 4 ESC or participating member prior to such work

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

5.2 **Termination for Cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service Failures:** Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and

lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- 5.5 **Standard Cancellation**: Region 4 ESC may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

ARTICLE 6- LICENSES

- 6.1 **Duty to keep current license**: Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Survival Clause**: All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Filler shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

- 7.1 **Delivery**: Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance**: If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

ARTICLE 8- BILLING AND REPORTING

- 8.1 **Payments**: The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Invoices**: The awarded vendor shall submit invoices to the participating entity clearly stating "Per TCPN Contract". The shipment tracking number or pertinent information for verification shall be made available upon request.

8.3 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.

8.4 **Reporting:** The awarded vendor shall provide TCPN with an electronic accounting report, in a format prescribed by TCPN, on a monthly basis summarizing all contract Sales for the applicable month.

Reports of Contract Sales for Region 4 ESC and member agencies in each calendar month shall be provided by awarded vendor to TCPN by the 10th day of the following month. If there are no sales to report, Vendor is still required to communicate that information via email.

Failure to provide a monthly report of the administrative fees within the time and manner specified herein shall constitute a material breach of this contract and if not cured within thirty (30) days of written to Supplier shall be deemed a cause for termination of the contract at Region4 ESC's sole discretion.

ARTICLE 9- PRICING

9.1 **Best price guarantee:** The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.

9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.

It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.

9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.

9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

- 9.6 **Administrative Fees:** All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees monthly to TCPN in the amount of 2% of the total purchase amount paid to awarded vendor, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Region 4 ESC and member agencies pursuant to the contract (as amended from time to time and including any renewal thereof) ("Contract Sales").

Administrative fee payments are to accompany the contract monthly sales report by the 10th day of the following month, in the amount indicated on the report as being due. Administrative fee payments are to be paid by the awarded vendor via Automated Clearing House to a TCPN designated financial institution.

Failure to provide a monthly payment of the administrative fees within the time and manner specified herein shall constitute a material breach of the contract and if not cured within thirty (30) day of written notice to awarded vendor shall be deemed a cause for termination of the contract, at Region 4 ESC's sole discretion.

All administrative fees not paid when due shall bear interest at a rate equal to the lesser of 1 ½% per month or the maximum rate permitted by law until paid in full.

ARTICLE 10- PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is

replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

- 11.4 **Options**: Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line**: Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions**: All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement**: (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

- 12.1 **Cleanup**: Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
- 12.2 **Preparation**: Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 12.3 **Registered sex offender restrictions**: For work to be performed at schools, vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 12.4 **Safety measures**: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking**: Persons working under the contract shall adhere to local smoking policies.

Smoking will only be permitted in posted areas or off premises.

- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

ARTICLE 13- MISCELLANEOUS

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract."

- 13.2 **Disclosures:** Offeror affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- 13.3 **Indemnity:** The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.

- 13.4 **Franchise Tax:** The Offeror hereby certifies that he/she is not currently delinquent in the

payment of any franchise taxes.

- 13.5 **Marketing:** Awarded vendor agrees to allow Region 4 ESC/TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from TCPN.
- 13.6 **Certificates of Insurance:** Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.7 **Legal Obligations:** It is the Offeror's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- 13.8 **Open Records Policy:** Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Offeror and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days from date of contract award**

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Offeror and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days from date of contract award**

Company name Dude Solutions, Inc.
 Address 11000 Regency Pkwy., Ste. 110
 City/State/Zip Cary, NC 27518
 Telephone No. (877) 868-3833
 Fax No. (800) 216-3063
 Email address scott@schooldude.com
 Printed name Scott V. Carpenter
 Position with company SVP of Sales
 Authorized signature Scott Carpenter
DocuSigned by:
7F5B73D11AB5408

Accepted by The Cooperative Purchasing Network:

Term of contract April 1, 2017 to March 31, 2020

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

Awray Kays
 Region 4 ESC Authorized Board Member

12/18/2016
 Date

Keith Peckles
 Print Name

Keith Peckles
 Region 4 ESC Authorized Board Member

12-14-16
 Date

Keith Peckles
 Print Name

TCPN Contract Number 3161802

Appendix D: **GENERAL TERMS & CONDITIONS ACCEPTANCE FORM**

Signature on the following page certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

☐ We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

☒ We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additions terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. TCPN shall be the sole judge on the acceptance of exceptions/deviations and TCPN's decision shall be final.)

RFP Section and Page	Term or Condition	Exceptions/Deviations
Article 5, page 18	5.2 – Termination for Cause	Dude Solutions respectfully request that a cure period of at least seven (7) days to ensure that no minor deficiency triggers a complete, immediate termination.
Article 5, page 18	5.3 – Delivery/Service Failures	Dude Solutions respectfully request that “In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.” Be removed from the provision.
Article 10, page 21	10.1 – Audit Rights	Dude Solutions respectfully request that the following text in red be inserted to the provision “Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made not to exceed one (1) time per calendar year.
Section: Article 11, page 21	11.6 - Warranty conditions	Dude Solutions conditions of use are governed by our online conditions of use statement available at: https://www.schooldude.com/terms or https://www.dudesolutions.com/terms/

		We offer the ability for Dude Solutions clients to cancel their service at any time and for any reason and receive a prorated refund for their annual fees (does not include onetime training QuickStart fees) for the remaining months of unused services. And, there is a 60 day full refund period during the first year of the agreement.
Section: Article 13, pages 17	13.3 -Indemnity	Dude Solutions agrees to be responsible only for its negligence regarding indemnification and request that the provision be modified as follows: “The awarded vendor shall protect and indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the negligent actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.”

APPENDIX E
QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. States Covered

Bidder must indicate any and all states where products and services can be offered.

Please indicate the price co-efficient for each state if it varies.

☐ **50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- | | |
|--|--|
| ☒ Alabama | ☐ Montana |
| ☒ Alaska | ☐ Nebraska |
| ☐ Arizona | ☒ Nevada |
| ☒ Arkansas | ☒ New Hampshire |
| ☐ California | ☐ New Jersey |
| ☐ Colorado | ☐ New Mexico |
| ☐ Connecticut | ☒ New York |
| ☒ Delaware | ☒ North Carolina |
| ☒ District of Columbia | ☐ North Dakota |
| ☒ Florida | ☐ Ohio |
| ☒ Georgia | ☒ Oklahoma |
| ☒ Hawaii | ☐ Oregon |
| ☒ Idaho | ☐ Pennsylvania |
| ☒ Illinois | ☒ Rhode Island |
| ☐ Indiana | ☒ South Carolina |
| ☐ Iowa | ☒ South Dakota |
| ☐ Kansas | ☒ Tennessee |
| ☐ Kentucky | ☒ Texas |
| ☒ Louisiana | ☒ Utah |
| ☐ Maine | ☒ Vermont |
| ☒ Maryland | ☐ Virginia |
| ☐ Massachusetts | ☐ Washington |
| ☐ Michigan | ☒ West Virginia |
| ☐ Minnesota | ☐ Wisconsin |
| ☒ Mississippi | ☐ Wyoming |
| ☐ Missouri | |

☒ **All U.S. Territories & Outlying Areas** (Selecting this box is equal to checking all boxes below)

- | | |
|---|--|
| ☐ American Samoa | ☐ Northern Marina Islands |
| ☐ Federated States of Micronesia | ☐ Puerto Rico |
| ☐ Guam | ☐ U.S. Virgin Islands |
| ☐ Midway Islands | |

2. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with ☐Yes ☒No
- If the answer is yes, do you plan to offer your program or partnership through TCPN ☐Yes ☒No

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

- Will the products accessible through your diversity program or partnership be offered to TCPN members at the same pricing offered by your company? ☐Yes ☒No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

3. Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in TCPN to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Offerors shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

- a. **Minority Women Business Enterprise** ☐Yes ☒No

Offeror certifies that this firm is an MWBE

List certifying agency:

- b. **Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)** Offeror certifies that this firm is a SBE or DBE ☐Yes ☒No

List certifying agency:

- c. **Disabled Veterans Business Enterprise (DVBE)**

Offeror certifies that this firm is a DVBE ☐Yes ☒No

List certifying agency:

- d. **Historically Underutilized Businesses (HUB)**

Offeror certifies that this firm is a HUB ☐Yes ☒No

List certifying agency:

- e. **Historically Underutilized Business Zone Enterprise (HUB Zone)**

Offeror certifies that this firm is a HUB Zone ☐Yes ☒No

List certifying agency:

f. **Other**

Offeror certifies that this firm is a recognized diversity certificate holder

☐ Yes ☒ No

List certifying agency:

4. Residency

Responding Company's principal place of business is in the city of [Cary](#) State of [NC](#).

5. Felony Conviction Notice

Please check applicable box:

- ☐ A publicly held corporation; therefore, this reporting requirement is not applicable.
- ☒ Is not owned or operated by anyone who has been convicted of a felony.
- ☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

6. Processing Information

Company contact for:

Contract Management

Contact Person: [Melissa Buchanan](#)

Title: [Contract Administrator](#)

Company: [Dude Solutions](#)

Address: [11000 Regency Parkway, Suite 110](#)

City: [Cary](#)

State: [NC](#)

Zip: [27518](#)

Phone: [877-868-3833](#)

Fax: [800-216-3063](#)

Email: melissa.buchanan@dudesolutions.com

Billing & Reporting/Accounts Payable

Contact Person: [Darrin Dexter](#)

Title: [Financial Controller](#)

Company: [Dude Solutions](#)

Address: [11000 Regency Parkway, Suite 110](#)

City: [Cary](#)

State: [NC](#)

Zip: [27518](#)

Phone: [877-868-3833](#)

Fax: [800-216-3063](#)

Email: darrin.dexter@dudesolutions.com

Marketing

Contact Person: [Nick Mirisis](#)

Title: [Senior Director of Marketing](#)

Company: [Dude Solutions](#)

Address: [11000 Regency Parkway, Suite 110](#)

City: [Cary](#)

State: [NC](#)

Zip: [27518](#)

Phone: [877-868-3833](#)

Fax: [800-216-3063](#)

Email: nick.mirisis@dudesolutions.com

7. Distribution Channel: Which best describes your company's position in the distribution channel:

- | | |
|---|--|
| ☒ Manufacturer direct | ☐ Certified education/government reseller |
| ☐ Authorized distributor | ☐ Manufacturer marketing through reseller |
| ☐ Value-added reseller | ☐ Other _____ |

8. Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.

☒ Yes ☐ No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

- Pricing submitted includes the required administrative fee.

☒ Yes ☐ No

(Fee calculated based on invoice price to customer)

- Additional discounts for purchase of a guaranteed quantity?

☐ Yes ☒ No

9. Cooperatives

List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
Association of Educational Purchasing Agencies (AEPA)	15% on Annual Fee, 10% on training	2/28/20	\$9,980,636
National Joint Powers Alliance (NJPA)	13% on Annual Fee, 8% on training	12/15/19	\$1,631,995
Mohave Educational Services Cooperative, Inc. (MESOC)	14% on Annual Fee, 9% on training	3/1/18	\$670,774
BuyBoard	13% on Annual Fee, 8% on training	11/30/18	\$1,046,690
State of Arkansas	State Pricing	NA	NA
State of New Mexico	State Pricing	NA	NA
State of West Virginia	State Pricing	NA	NA

TAB 3 – COMPANY PROFILE

Appendix F:
COMPANY PROFILE

Please provide the following:

1. Company's official registered name.

Dude Solutions, Inc.

2. Brief history of your company, including the year it was established.

With more than 7,000 education institution clients, SchoolDude is the nation's leading provider of on-demand operations management solutions designed exclusively for the unique needs of educational professionals. Backed by the industry's only Legendary Service Program, SchoolDude's broad suite of online applications is revolutionizing the business of managing educational operations. SchoolDude's on-demand tools for operations management offer easy to use, affordable solutions to help both small and large educational institutions save money, increase efficiency and improve services. For more information about SchoolDude, visit www.schooldude.com.

SchoolDude's founding team has been delivering facility management technology solutions since the mid-eighties. SchoolDude's CEO, Kent Hudson, founded Applied Computer Technologies which became the national market leader for educational facility management software solutions and later sold the company to Carolina Power and Light in 1997. Kent Hudson and Lee Prevost founded SchoolDude in order to take full advantage of utilizing the Internet to provide low cost, efficiency enabling facility management solutions to public agencies with a primary focus on educational clients.

SchoolDude was founded in 1999 and has been in business over 16 years. SchoolDude has since become the national market leader and the #1 solution for educational facility management solutions. SchoolDude offers online tools that help the facilities department run more efficiently. SchoolDude's headquarter is located at 11000 Regency Parkway, Suite 110, Cary, North Carolina, 27518.

SchoolDude took a very different path than the typical Internet companies that have been associated with the stock market bubble of the late nineties and early 2000.

3. Company's Dun & Bradstreet (D&B) number.

DUNS #: 010971658

4. Corporate office location.

11000 Regency Parkway, Suite 110, Cary, NC 27518

5. List the total number of sales persons employed by your organization within the United States, broken down by market

Dude Solutions has a team of 165 sales account managers and application engineers focusing 100% of their attention on the sale of services / products that the company offers.

All are employees of Dude Solutions and we do not sell any products thru third parties (reseller).

6. List the number and location of offices, or service centers for all states being bid in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

SchoolDude also has offices located in GA, WI, ME, NY, and CA as follows:

Georgia Office:

722 Wisper Wind Ct., Woodstock, GA 30189

Name: Kim Wool Title: Regional Manager

Email: kim@schooldude.com Phone: (877) 868-3833

Wisconsin Office:

3130 S Fountain Blvd Unit #1, New Berlin, WI 53151

Name: Matt Hibbard Title: Senior Account Manager_

Email: mhibbard@schooldude.com Phone: (877) 868-3833

California Office:

255 S 4th Ave., Covina, CA 91723

Name: Jamie Waters Title: Senior Account Manager

Email: jamie@schooldude.com Phone: (877) 868-3833

Maine Office:

27 Cumberland Road, South Portland Maine, 04106

Name: Eric Erdman Title: Senior Account Manager

Email: eerdman@schooldude.com Phone: (877) 868-3833

New York Office:

14 Conselyea Street, Brooklyn, NY 11211

Name: Brian Cruz Title: Senior Account Manager

Email: bcruz@schooldude.com Phone: (877) 868-3833

7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:

Corporate Address:	11000 Regency Parkway, Suite 110, Cary, North Carolina, 27518
Corporate Phone Number:	(877) 868-3833
Corporate Fax Number:	(800) 216-3063

Executive Team

Kent Hudson - Chief Executive Officer & Co-Founder

A technology veteran and dedicated entrepreneur, Dude Solutions co-founder Kent Hudson serves as Chief Executive Officer and Chairman of the Board. Since originally co-founding SchoolDude in 1999, Kent has been a driving force in the company's rapid growth and expansion as a leading software-as-a-service (SaaS) provider of operations management solutions. Kent has brought together a strong and talented team that has revolutionized the operations management industry and is consistently recognized as one of the fastest growing companies and best places to work in North Carolina's Triangle area. Prior to founding Dude Solutions, Kent spent 20+ years setting the strategic direction as CEO and president for organizations including Applied Computer Technologies (ACT) and INDUS International. Kent is a magna cum laude graduate from North Carolina State University's Chemical Engineering and Pulp and Paper Science and Technology programs.

Lee Prevost - Chief Strategy Officer & Co-Founder

A passionate and forward-thinking leader with nearly 30 years of experience in software and technology, Dude Solutions co-founder Lee Prevost serves as Chief Strategy Officer and a member of the board. Lee works closely with the executive team to set the vision, mission and strategies for Dude Solutions and is responsible for identifying growth opportunities that drive significant value across the company. He co-founded and launched SchoolDude with CEO Kent Hudson in 1999 and FacilityDude in 2007. Serving as SchoolDude's president for 15 years, Lee has been pivotal to developing Dude Solutions into an enterprise asset management leader. Prior to SchoolDude, he worked for Applied Computer Technologies (ACT) and Honeywell Home and Building Controls. Lee earned his Bachelor of Science degree in Electrical Engineering from North Carolina State University.

Tom Knox - Chief Revenue Officer

A results-oriented leader with a successful track record in pioneering new markets and revenue opportunities, Tom Knox serves as Dude Solutions' Chief Revenue Officer. Tom is responsible for integrating and aligning all Dude Solutions' revenue-related functions to drive profitable growth. As part of the team that founded FacilityDude, Tom has been integral to the growth and success of Dude Solutions. He served as president of FacilityDude for nearly a decade where he helped the company become a disruptive player and market leader. Tom's 30+ year executive career in the facility management and building automation industries includes previously serving as a vice president for Strategic Resource Solutions, a Carolina Power & Light subsidiary that today is a wholly owned subsidiary of Duke Energy, and president of Diversified Control Systems, Inc. Tom holds dual Bachelor of Arts degrees in Communication and Religion from Wake Forest University.

Brian Lora - Chief Technology Officer

An innovative and proven software architect and product development leader, Brian Lora serves as Dude Solutions' Chief Technology Officer. Brian is responsible for establishing and implementing Dude Solutions' aggressive Cloud/software-as-a-service (SaaS) product and software development roadmap as well as all IT, infrastructure and security support. He joined Dude Solutions from compliance and risk management software provider RegEd where he served as CIO/CTO. Previously, as the vice president of engineering and development for on-demand data protection services provider Arsenal Digital Solutions, Brian was the lead inventor for two SaaS architecture patents that were key to IBM's acquisition of the company in 2008. A frequent speaker at key technical and industry conferences, Brian has a Bachelor of Science degree in Chemical Engineering from North Carolina State University and is a member of the Strategic Advisory Board of North Carolina State University's Department of Computer Science.

Marc Moschetto - Chief Marketing Officer

A proven, technology marketing executive with 20+ years of experience and deep Cloud/software-as-a-service domain expertise, Marc Moschetto serves as Dude Solutions' Chief Marketing Officer. Marc is responsible for increasing Dude Solutions' brand visibility and driving demand generation via a strategic and comprehensive integrated marketing program. Previously, Marc served as vice president of global marketing for WorkForce Software where his strategic and tactical leadership helped to significantly increase the company's revenue and valuation. He also was a director of product marketing and corporate communications for HR management software provider Workscape, which was acquired by ADP. Marc, a frequent industry speaker and contributor to various business publications, is a cum laude graduate of Northeastern University's School of Journalism.

a. Sales

SchoolDude Sales Team Leaders are as follows:

Contact Name:	Herb Crawford
Contact Email:	herb@schooldude.com
Contact Title:	Director of Sales

Contact Name:	Scott Hair
Contact Email:	shair@schooldude.com
Contact Title:	Director of Sales

Contact Name:	Brad Hunter
Contact Email:	brad@schooldude.com
Contact Title:	Regional Manager

Contact Name:	Brian Holland
Contact Email:	brian@schooldude.com
Contact Title:	Regional Manager

Contact Name:	Bryan Coble
Contact Email:	bryan@schooldude.com
Contact Title:	Regional Manager

Contact Name:	Kim Wool
Contact Email:	kim@schooldude.com
Contact Title:	Regional Manager

Contact Name:	Grant Meiburg
Contact Email:	grant@schooldude.com
Contact Title:	Regional Manager

Contact Name:	Jesse Danner
Contact Email:	jesse@schooldude.com
Contact Title:	Regional Manager

b. Sales Support

Contact Name:	Lindsay Baskervill
Contact Title:	Sales Enablement & Operations
Contact Email:	lindsay.baskervill@schooldude.com

c. Marketing

Contact Name:	Nick Mirisis
Contact Title:	Director of Marketing
Contact Email:	Nick.mirisis@dudesolutions.com

d. Financial Reporting

Contact Name:	Darrin Dexter
Contact Title:	Financial Controller
Contact Email:	darrin.dexter@dudesolutions.com

e. Executive Support

Contact Name:	Sandy King
Contact Title:	Director of Sales Operations
Contact Email:	sandy.king@dudesolutions.com

8. Define your standard terms of payment.

Payment terms are Net 30 days.

9. Who is your competition in the marketplace?

SchoolDude is currently the #1 solution for educational facility management now serving over 7,000 educational clients and many states. We estimate that over the previous 4 years, 7 out of 10 educational institutions who decide to purchase a facility management solution have purchased SchoolDude.

10. Overall annual sales for last three (3) years; 2013, 2014, 2015

- 2013 --- \$9,216,293.34
- 2014 --- \$10,622,075.81
- 2015 --- \$18,553,746.50

11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2013, 2014, 2015

- 2013 --- \$7,458,699.66
- 2014 --- \$8,438,238.29
- 2015 --- \$15,167,459.02

12. What is your strategy to increase market share?

Dude Solutions utilizes a combination of tradeshow, regional seminars, events and webcasts to highlight our solutions. We sell our solutions via a direct sales force and do not sell through other channels. Dude Solutions' solutions are available only from Dude Solutions.

13. What differentiates your company from competitors?

- **Designed for Education** – Unlike other providers, **SchoolDude offers the only online tools designed specifically for schools and universities.** The logic, the workflow, the processes and the language built into our tools meet the unique challenges of the education environment — making them intuitively easy to learn and use. That's why support staff, administrators, teachers, and technicians love us.
- **Market Leadership** – We are currently the **#1 solution for educational facility management now** serving over 7,000 educational clients and many states. We estimate that over the previous 4 years, 7 out of 10 educational institutions who decide to purchase a facility management solution have purchased SchoolDude.
- SchoolDude utilizes Software as a Service (SaaS) model which offers an **70%+ decrease in the total cost of ownership** compared to legacy systems.
- **Low Cost and Risk to Implement** – The infrastructure is already built and it's proven and operating at measured and logged **99.99% reliability factors.** SchoolDude has invested millions of dollars in backup procedures, system monitoring, redundancy, disaster recovery, security, and scale so that you don't have to.
- **Fast Implementation** – Up and running in just days or weeks, not months or years.
- **Integrated Suite** – Our integrated suite of on-demand solutions closely matches the requirements of the RFP and they work together. Other modules beyond the RFP scope are offered which can offer greater benefit and return on the initial investment.
- **The Support** – SchoolDude's legendary support is vital to the success of our clients. We strive for our clients to be successful rather than just satisfied. Our support team is dedicated to providing legendary support which is demonstrated by answering the phone by a live person each and every call, responding to 95% of all emails within 1 hour and providing unlimited training for our clients.
- **The Team** – The SchoolDude team has unmatched experience in providing innovative technology to educational institutions nationwide. Our expertise has guided us to build the application services that we know you need, but that you have rarely been able to provide in the past. Now, you can have technology, business and facility management applications that are managed in a secure and reliable environment with support and services from a technology partner that knows educational institutions. We have built our integrated suite of SaaS operations management services in an environment that allows us to provide you with unprecedented levels of service and reliability at an affordable price.

14. Describe your firm's capabilities and functionality of your on-line catalog/ordering website.

Not available.

15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.)

Dude Solutions Client Service Center is simply the best in the business, and we have a measured client satisfaction rating that exceeds 98%. Our policies require our toll free technical support hotline to be answered by a live person before the third ring, and our clients' issues should be resolved within two hours. Additionally, our clients receive unlimited toll free telephone technical support, as well as technical support via email or online chat. Also, there are no additional charges or support contracts. Our team has more experience than any team on the planet in serving you, the educational facilities professional. Our team has served over 7,000 client educational institutions helping to implement preventive maintenance, work order processing, help desk management, IT asset management and facility scheduling solutions.

Dude Solutions subscriptions are renewable upon each year.

There are no additional charges or support contracts. Our clients receive unlimited toll free telephone technical support, as well as technical support via email (96% of the email to support@SchoolDude.com is answered within 1 hour) or online chat.

Hours of operation are Monday – Friday, 8am to 6pm EST. Toll-free number is 877-883-8337.

Client Service Center Mission Statement

"The Client Service Center is committed to empowering our clients by being readily available with personalized solutions to enhance their business processes. With our passion for service and client success, we strive to make Dude Solutions the preferred choice of the educational facilities market."

Dude Solutions measures client services by subscription renewals, client satisfaction surveys and the Net Promoter Score. In 2007, 96% of existing Dude Solutions clients renewed their product subscriptions. In the spring of 2008 the Dude Solutions Client Service Center received and 98.6% client satisfaction rating. Over the last six years nearly 90% of Dude Solutions clients would recommend us to their peers (Net Promoter Score).

16. Provide information regarding if your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

None

Marketing / Sales

17. Detail how your organization plans to market this contract within the first 90 days of the award date. This should include, but not be limited to:

- a. A co-branded press release within first 30 days
- b. Announcement of award through any applicable social media sites
- c. Direct mail campaigns
- d. Co-branded collateral pieces
- e. Advertisement of contract in regional or national publications
- f. Participation in trade shows
- g. Dedicated TCPN internet web-based homepage with:
 - i. TCPN and Region 4 ESC Logo
 - ii. Link to TCPN and Region 4 ESC website
 - iii. Summary of contract and services offered
 - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

Dude Solutions utilizes a timed/multi-part introduction campaign when announcing a new partnership agreement. It is our goal to feature the new partner in all communications with the membership and communicate the value added benefits i.e. letter from the President/Executive Director outlining the new partnership with Dude Solutions, follow-up email from the President/Executive Director outlining the new partnership with Dude Solutions video and pertinent customized brochures attached. With partners who have direct phone numbers in their database, we can also deploy a customized/automated calling campaign featuring a recording by the President/Executive Director announcing the partnership agreement.

18. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

Dude Solutions will utilize a marketing campaign with the membership and communicate the value added benefits.

19. Explain how your company plans to market this agreement to existing government customers.

Dude Solutions utilizes regional seminars and customized partnership webcasts to highlight our solutions. Depending on membership demographics, a regional seminar can be conducted in multiple locations featuring an association representative and a Dude Solutions executive, who would provide an overview of the company, our philosophy, our commitment to the education marketplace, and the solutions we provide. Dude Solutions conducts a complete phone, fax, mail and email marketing program to promote these regional seminars. Customized webcasts are tools that allow Dude Solutions to demonstrate our solutions, features and functionality via a web demonstration. Interested members could view specific solutions tailored to their areas of need and ask questions in this interactive format. Dude Solutions conducts a complete phone, email and fax marketing program to promote these webcasts.

20. Provide a detailed 90-day plan describing how the contract will be implemented within your firm.

Dude Solutions is 100% dedicated to the unique needs of educational facilities. Dude Solutions is uniquely qualified as the partner of choice to do the hard work of marketing this program to TCPN member districts. It is likely that we are already involved in state conferences and organizations that overlap with the TCPN's affiliate presence which will substantially augment the TCPN's marketing challenge. In addition, Dude Solutions will provide the following additional TCPN specific marketing programs.

- 1) Send two co-authored mailings to each member district from Dude Solutions and the state level TCPN organization announcing the program and pricing. Dude Solutions will provide mailing and marketing expense and TCPN organizations will provide mailing lists.
- 2) Provide approximately six (6) free online seminars which outline the Dude Solutions offering through the TCPN affiliates with help from the TCPN affiliate in communicating the availability of these seminars through email communications from the TCPN affiliate.
- 3) Feature the availability of these offerings through TCPN affiliates in Dude Solutions trade show booths and on Dude Solutions website.
- 4) Work with each TCPN affiliate to provide content for TCPN affiliate websites and/or TCPN affiliate newsletters or marketing communications.
- 5) Provide speakers and conduct workshops at state level meetings as those meetings are conducted by TCPN affiliate organizations (e.g. CES annual facilities workshop).
- 6) Provide a presentation on Dude Solutions services to the representatives of the TCPN member organizations at national meetings of the TCPN.

In addition, Dude Solutions envisions that a post award brainstorming session will be conducted with the TCPN to determine other means of marketing and will consider these as those are discussed.

21. Describe how you intend on train your national sales force on the Region 4 ESC agreement.

Dude Solutions has worked with TCPN for nearly 10 years. During this relationship our staff has become very familiar with TCPN and its procedures, and TCPN staff with our procedures. As additional staff is add at the TCPN we commit to continuing the level of training we have maintained over the years.

22. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Acknowledged

23. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

New Sales:

\$650,000 in year one
\$700,000 in year two
\$750,000 in year three

Annual Renewals:

\$4,000,000

Administration

24. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

SchoolDude's long history with TCPN should speak for itself and provide the best example of our implementation and success.

Other references if needed are provided below:

- Association of Educational Purchasing Agencies (AEPA)
George Wilson (270) 451-5100
- Mohave Educational Services Cooperative, Inc. (MESOC)
Nancy Colbaugh (928) 718-3228

25. Describe the capacity of your company to report monthly sales through this agreement.

SchoolDude's long history with TCPN should speak for itself and provide the best example of our reporting capabilities.

Dude Solutions have the capacity to perform monthly reporting of sales and renewals through the Director of Sales Operations.

26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

SchoolDude's long history with TCPN should speak for itself and provide the best example of our reporting capabilities.

Dude Solutions can provide any type of report based on the requirements of this contract.

27. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

SchoolDude has worked with TCPN for nearly 10 years. During this relationship our staff has become very familiar with TCPN and its procedures, and TCPN staff with our procedures. Our intention would be to continue as we have in the past.

Green Initiatives

- We're committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like Offerors to partner with us in this enterprise. To that effort, we ask Offerors to provide their companies environmental policy and/or green initiative.

28. Please provide your company's environmental policy and/or green initiative.

As part of our effort to help educational institutions across North America streamline operations with on-demand technology, Dude Solutions is also pleased to help our clients reduce their carbon footprints. Because Dude Solutions solutions are delivered over the Internet, our clients do not have to purchase and utilize additional servers to host our software applications, which reduce their CO2 emissions by 98%. This saves enough energy to power 591 homes annually and eliminates nearly 10.2 million pounds of CO2 emissions. By helping make our clients' operations more green, Dude Solutions is achieving the equivalent of planting 210,000 trees and removing 878 cars from our highways every year.

Offeror Certifications (if applicable)

- Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to licenses, registrations or certifications. Certifications can include applicable M/WBE, HUB, and manufacturer certifications for sales and service.

Not applicable

TAB 4 – PRODUCT / SERVICES

Appendix B:

PRODUCT / SERVICES SPECIFICATIONS

Region 4 Education Service Center (ESC 4) is seeking highly qualified supplier for **Facilities Management Software** on a national basis. Offerors must be able to accommodate a nationwide demand for products/services and to fulfill obligations as a nationwide Supplier. Vendor(s) shall, at the request of Region 4 ESC and/or member agencies, provide these covered products and associated services under the terms of this RFP and the CONTRACT TERMS AND CONDITIONS.

The intent of this solicitation is to establish a contract for a comprehensive product offering with the ability to provide eligible public agencies with multiple solutions to meet their needs.

Products and Services Summary Matrix – **Provide a matrix that will allow Region 4 to readily appraise your company's products and service offering versus other respondents. Provide a detailed description of each application.**

System Requirements – Please describe the infrastructure in order to support your proposed system including hardware, network infrastructure and personnel/skills required to support the system.

SYSTEM SPECIFICATIONS

Glossary of Terms

1. Administrative- Provides system administration functions such as security, system-wide defaults and the content of functions and forms.
2. Asset Management- Identifies, tracks, locates and analyzes physical assets.
3. Work Order Management- Controls work order processes for routine response and periodic preventive maintenance.
4. Materials Management- Streamlines parts and materials management by monitoring inventory.
5. Technology Work Management- This is a work order system for the instructional technology department.
6. Preventative Maintenance- Provides the functionality for users to establish preventative maintenance practices to meet their unique environments.
7. Budget Management- Automates budget setup and subsequent capture, monitoring control and analysis of expenditures associated with maintenance work.
8. Reports Generation- Reports are a key to any facility management system. This information may either be generated from the individual modules, from a single Reports Module or a combination.
9. Utility Management- Track, analyze and provide full reporting on all utilities.
10. Facility Scheduling- Allows the facility and business office personnel to coordinate the non-curricular events and activities in the school district.

- 11. Wireless/Mobile Management-** Allows maintenance and operations professionals to receive and complete work in the field via a wireless/mobile device.
- 12. Trip Planning and Management-** Streamlines the educational trip workflow process from request and approval to vehicle and driver scheduling.
- 13. Information Technology Asset Management-** Streamlines all aspects of IT asset administration from monitoring and reporting to planning and life cycle costing.

Identify if the following topics are available within each specific system.

1. Administrative System

Topic	Available
Power user with full access from single log-in	Yes
Web access to administration	Yes
Multi-level security	Yes
Users functional permission level displayed	Yes
Provides help text and error messages	Yes
Permits multimedia file attachments (word files, graphic images, audio or video clips) to records as work orders	Yes

2. Asset System

Topic	Available
Provides graphical asset trees	No
Drop-down list of values for asset classification	Yes
Instant display of all assets, locations, classifications	Yes
Standard equipment templates	Yes
Allows warranty tracking	Yes
Lists outstanding jobs by equipment, asset class, location	Yes
Lifetime labor and material costs per equipment, asset classification and location	Yes
Tracks historic total of maintenance costs per asset	Yes

Comments: Deviation for "Provides graphical asset trees" above – SchoolDude application provides drop-down list of equipment listing by location. Graphical asset trees may become a future enhancement; but we make no promise in regards to delivery or agreement to do such.

3. Work Order Management

Topic	Available
Database of employees along with labor rate information	Yes
Database of vendors	Yes
Ability to capture labor hours, contract costs and material costs for each work order	Yes
Records equipment downtime	Yes
Charge multiple wage rates	Yes
Request dates and completion dates	Yes
Estimated and actual hours	Yes
Labor and material transactions for each work order	Yes
Work order tracking fields such as trade, purpose, budget and other codes	Yes
User-definable tracking fields	Yes
Easy interface to check work order status with selection masks	Yes
Search capacity on work order number or description key	Yes
Fully integrated with related systems including preventative maintenance, facility scheduling and inventory	Yes
Automatic computation of work costs using labor rates in employee system	Yes
The Work Order Management system will integrate with the school site request and Asset Management system	Yes
Track tool usage against work orders	Yes
Tracks required permitting	Yes
Re-open closed work orders	Yes

Comments: For “Tracks required permitting” above – Many SchoolDude users utilize the WO description field or file attachments functionality along with a purpose code in MaintenanceDirect. 2000 characters are available for notes areas. There are two 3MB attachments per work order.

4. Material Management

Topic	Available
Manage inventory items by category types: mechanical, custodial, tools and other	Yes
Tracks all inventory transactions, including issues, receipts, returns, adjustments, orders and transfers	Yes
Allows inventory to be issued to a location, pick list, project, work order or employee	Yes
Enables requestor the ability to select items from inventory catalogs and submit inventory requests online	Yes
Enables users to request quotes for inventory items from multiple suppliers while reordering	Yes
Tracks detailed information on inventory items, including unit of issue, on contract, supplier, average or fixed cost, tag number for tools, mark up and backorder quality	Yes
Allows inventory items to be stored and tracked in multiple pools and by crafts, including aisle, bin number and reorder points	Yes
Automatically emails requestors with inventory requests receipts and updates of order status changes	Yes
Integrates with the work order and preventative maintenance system	Yes
ISO certified units of measure	Yes
Provides pick lists	Yes
Optional parts inspection requirement per part	Yes

5. Technology Work Management

Topic	Available
Staff originates work order requests for IT problems	Yes
Status of work orders can be continually monitored by staff	Yes
System routes requests to proper technician using configurable work flow	Yes
The work order management provides for tracking of labor and parts for each incident	Yes
Warranty of technology items are continually monitored	Yes

6. Preventative Maintenance

Topic	Available
Schedule PM by elapsed days	Yes
Schedule PM by calendar date	Yes
Schedule PM by usage	Yes
View labor, material and tool cost for anticipated tasks	Yes
Tracks all scheduled maintenance	Yes
Creates recurring maintenance schedules on a daily, weekly, monthly or annual basis	Yes
Stores schedule templates for quick creation of frequently used schedule	Yes
Tracks equipment information, including manufacturer, model and serial numbers, in and out service dates and warranty	Yes
Automatically generates PM work orders through an integration with work order system	Yes
Displays upcoming scheduled work in a calendar format for resource scheduling	Yes

7. Budget Management

Topic	Available
Allows district to establish budget code format	Yes
Permits flexible budget terms and budget periods	Yes
Provides for flexible budget hierarchies	Yes
Analysis is provided for costs vs. budget per budget period and year-to-date	Yes
Facilitates the creation of long-range capital plans and budget plans	Yes
Manages capital projects and expenditures related to deferred maintenance, deficiencies and corrections	Yes

8. Reports Generation

Topic	Available
Category: Summary or detailed reports by _____	
Craft	Yes
Location	Yes
Budget	Yes
Employee	Yes
Craft cost analysis	Yes
Transactions	Yes
Outstanding work	Yes
Workloads and assignments	Yes
Status of work	Yes
Category: Standard Inventory Reports	
Summary or detailed reports by _____	
Issued inventory	Yes
Returned inventory	Yes

Transferred inventory	Yes
Supplier reports	Yes
Pick list reports	Yes
Category: Standard Preventative Maintenance Reports	
Summary or detailed reports by _____	
Projected parts and supplies reports	Yes
Estimated PM labor reports	Yes
Forecasting labor report	Yes
Corrective vs. preventative maintenance report	Yes
Category: Standard Facility Scheduling Reports	
Summary or detailed reports by _____	
Location	Yes
Organization	Yes
Schedules	Yes
Budget	Yes
Invoices	Yes
Reminders	Yes
Category: Standard Utility Reports _____	
Cost per Square ft	Yes
Use by building comparison	Yes
Cost by building comparison	Yes
Use/sq foot by building	Yes
Cost/sq foot by building	Yes
Energy savings report	Yes
Load factor report	Yes

9. Utility Tracking System

Topic	Available
Ability to manage all utilities including electric, gas, water, sewer, fuel oil, propane, trash, waste, telephone and other utilities	Yes
Tracks essential account, vendor building and user information	Yes
Tracks basic utility billing determinants on monthly bills for each account and/or meter including billing periods, billing period consumption, billing period cost and average period unit cost. Bills are to be tracked by month, year and building	Yes
Ability to track user-defined data such as hours of use, number of occupants, etc.	Yes
Provides use and cost budget function for monthly and annual budget analysis	Yes
Customizable user-defined advanced utility bill determinants including power factor, time-of-use, taxes, service charges and deregulated bill determinants	Yes
Performs current versus baseline comparisons including application of weather normalization for more accurate comparison of utility data from year to year. Weather normalization is performed by matching daily weather degree-days with actual billing periods of utility bills, Degree data is automatically uploaded into Utility Direct from the National Weather Service on a monthly basis	Yes
Easily exports data to any spreadsheet format	Yes
Provides virtual and sub-meter tracking. Sub-meter tracking will support internal organization chargeback requirements	Yes
Utility bill validity checking with multiple parameter analysis	Yes

10. Facility Scheduling System

Topic	Available
Multiple routing rules for event approval	Yes
Automatically routes usage request requests to approval managers	Yes
Database of areas available for after hour usage	Yes
Handle events with multiple dates with repeating patterns as well as random series of events	Yes
Tracks facility usage costs and automatically generates invoices	Yes
Enables event requesters to check facility availability and submit usage requests online	Yes
Displays scheduled events on calendar	Yes
Multiple levels of security	Yes
Email notifications to support personnel	Yes
Billing and rental administration	Yes

11. Wireless/Mobile Management

Topic	Available
Enables mobile workers to receive, process and complete work via a wireless/mobile device	Yes
Enables mobile workers to record transactions for labor hours	Yes
Enables mobile workers to search and sort and sort through their work orders	Yes

12. Trip Planning and Management

Topic	Available
Requesters can easily submit trip requests and check request status online	Yes
Automatically routes trip request to approval managers	Yes
Tracks availability and manages scheduling of vehicle and drivers	Yes
Displays scheduled trips on interactive calendar	Yes
Tracks all trip related costs	Yes

13. Information Technology Asset Management

Topic	Available
Gathers and reports information about computer assets on your network, including hardware, software and software utilization	Yes
Manages all computer assets across multiple platforms (Windows, Macintosh, Unix, Linux, Novell, etc)	Yes
Monitors assets at the component level and generates alerts for missing assets	Yes
Tracks licenses and usage for optimum license management and compliance	Yes
Generates alerts for software license agreement violations and unauthorized software installations	Yes

FacilityDude's solutions include:

- a. **MaintenanceEdge** is a suite of four applications:
 - Work Order - Online work order management tool that streamlines your work order process, including request generation, completion status tracking, & reporting.
 - Planned Maintenance - Online planned maintenance scheduling tool that helps you create, assign, and manage recurring tasks.
 - Critical Alarm - Generates new work orders based on notifications from any intelligent building device.
 - Work Order Wireless - Work order management tool that enables maintenance crews to receive and complete tasks in the field.
- b. **InventoryEdge** is a suite of two applications:
 - Inventory - Inventory management tool that streamlines the process of requesting, ordering, issuing, and tracking inventory items.
 - Inventory Wireless - Mobile inventory management application that improves the efficiency of your entire inventory process.
- c. **Capital Forecast** - integrates with MaintenanceEdge bridging the gap between your capital planning and operational maintenance programs to enhance your overall facility management capabilities.
- d. **UtilityTrac Plus** - UtilityTrac Plus is an affordable application that enables building owners to track, analyze, and report on utility consumption and cost.

TAB 5 – REFERENCES

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past 3 years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

Entity Name:	Katy ISD
Contact Name and Title:	Kathy McDonald, Executive Director of M&O
City and State:	Katy, TX
Phone Number:	281-396-2501
Years Serviced:	10
Description of Services:	UD;FSD;PMD;CD;MD;ID;FSA
Annual Volume:	\$72,347

Entity Name:	Conroe ISD
Contact Name and Title:	Marshall Schroeder, Director of M&O
City and State:	Conroe, TX
Phone Number:	936-703-7702
Years Serviced:	5
Description of Services:	UD;CT-AU;CD;CyU;CAA;FSD;ID;MD;PMD;FSA;CFD
Annual Volume:	\$93,308

Entity Name:	Fort Bend ISD
Contact Name and Title:	David Moore, Director of Facilities
City and State:	Sugar Land, TX
Phone Number:	281-634-5562
Years Serviced:	12
Description of Services:	PMD;ID;MD;FSD;CD;CyU;FSA
Annual Volume:	\$53,507

Entity Name:	Garland ISD
Contact Name and Title:	Jess Hudson, Executive Director of School Facilities
City and State:	Garland, TX
Phone Number:	972-494-8780
Years Serviced:	14
Description of Services:	UD;MD;PMD;FSD;CSD
Annual Volume:	\$29,381

Entity Name:	Eanes ISD
Contact Name and Title:	Jeremy Trimble, Executive Director of Facilities & Operations
City and State:	Austin, TX
Phone Number:	512-732-9040
Years Serviced:	13
Description of Services:	UD;FSD;MD;PMD;PD;CD;FSA;CSD;CFD;UBAS
Annual Volume:	\$28,078

Entity Name:	Lewisville ISD
Contact Name and Title:	Jason Hughes, Assistant Director of Maintenance
City and State:	Lewisville, TX
Phone Number:	469-713-5204
Years Serviced:	14
Description of Services:	UD;FSD;CD
Annual Volume:	\$16,648

Entity Name:	Odessa College
Contact Name and Title:	Bryan Heifner, Director Facilities & Construction
City and State:	Odessa, TX
Phone Number:	432-335- 6512
Years Serviced:	12
Description of Services:	ITD;MD;FSD;PMD;CD
Annual Volume:	\$12,548

Entity Name:	Abilene Christian University
Contact Name and Title:	Corey Ruff, Exec Dir Facilities & Campus Management
City and State:	Abilene, TX
Phone Number:	325-674-2665
Years Serviced:	9
Description of Services:	CrisisM;MD;PMD;CD;CFD
Annual Volume:	\$18,384

Entity Name:	City of Pflugerville
Contact Name and Title:	Abby W., Admin Assistant for Public Works
City and State:	Pflugerville, TX
Phone Number:	512-251-9935
Years Serviced:	5
Description of Services:	MaintenanceEdge (ME)
Annual Volume:	\$4,631

Entity Name:	Hood County
Contact Name and Title:	Tim Flower, Director of Maintenance
City and State:	Granbury, TX
Phone Number:	817-579-3214
Years Serviced:	7
Description of Services:	MaintenanceEdge (ME), InventoryEdge (IE)
Annual Volume:	\$8,487

TAB 6 – PRICING

Appendix C:

PRICING

Electronic Price Lists

- Respondents must submit products, services, warranties, etc. in price list.
- Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from a particular offeror and the pricing per item.
- Services such as installation, delivery, tech support, training, and other services must be priced or listed as free in order to be offered on the contract. Unlisted services will not be accepted.
- Electronic price lists must contain the following: *(if applicable)*
 - Manufacturer part #
 - Vendor part # (if different from manufacturer part #)
 - Description
 - Manufacturers Suggested List Price and Net Price
 - Net price to Region 4 ESC (including freight)
- Media submitted for price list must include the respondents' company name, name of the solicitation, and date on Flash Drive (i.e. Pin or Jump Drives).
- ***Please submit price lists and/or catalogs in excel or delimited format only.***

Not to Exceed Pricing

- Region 4 ESC requests pricing be submitted as not to exceed for any participating entity.
- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation.
- Offeror must allow for lower pricing to be available for similar product and service purchases.
- This proposal process covers a wide range of institutions relative to square footage, number of sites and number of system users. Offeror is required to provide a price list that addresses the institutions being served by this solicitation. The price list should include, but not be limited to, software pricing, training, annual support, start up services, consulting services and ASP costs, if applicable. In order to evaluate the pricing and to assure that the price book is correctly interpreted, please provide a detailed pricing proposal for the following four (4) examples:

Please see attached ESC 4/TCPN SchoolDude Price Book and FacilityDude Price Book at the end of this proposal and on the flash drives.

Price Example	Number of Sites	Square Footage	Maintenance Staff	Requesters*	Number of Students
A	2	150,000	3	10 to 50	1,000

Example A: HealthCare, Government, Other (150,000 Square Footage)				
Item	Initial Term (Annual Fee)	Startup/Training & Support (one-time charge)	Total Initial Term	Annual Renewal (2nd Term)
MaintenanceEdge	\$2,180.00	\$1,400.00	\$3,580.00	\$2,289.00
InventoryEdge	\$760.00	\$540.00	\$1,300.00	\$798.00
Critical Alarm	\$760.00	\$540.00	\$1,300.00	\$798.00
Capital Forecast	\$1,190.00	\$850.00	\$2,040.00	\$1,249.50

Price Example	Number of Sites	Square Footage	Maintenance Staff	Requesters*	Number of Students
B	12	1,000,000	10	20 to 500	7,000

Example B: HealthCare, Government, Other (1,000,000 Square Footage)				
Item	Initial Term (Annual Fee)	Startup/Training & Support (one-time charge)	Total Initial Term	Annual Renewal (2nd Term)
MaintenanceEdge	\$12,380.00	\$5,870.00	\$18,250.00	\$12,999.00
InventoryEdge	\$4,210.00	\$2,200.00	\$6,410.00	\$4,420.50
Critical Alarm	\$4,210.00	\$2,200.00	\$6,410.00	\$4,420.50
Capital Forecast	\$6,630.00	\$3,470.00	\$10,100.00	\$6,961.50

Price Example	Number of Sites	Square Footage	Maintenance Staff	Requesters*	Number of Students
C	27	2,200,000	25	30 to 1,000	15,000

Example C: Public K-12 Education (15,000 Students)				
Item	Initial Term (Annual Fee)	Startup/Training & Support (one-time charge)	Total Initial Term	Annual Renewal (2nd Term)
Maintenance EssentialsPro	\$14,345	\$3,915	\$18,260.00	\$15,062.25
Critical Alarm Automation	\$6,505	\$3,336	\$9,840.77	\$6,830.25
InventoryDirect	\$6,110	\$2,440	\$8,550.00	\$6,415.50
CapitalForecast Direct	\$7,160	\$2,570	\$9,730.00	\$7,518.00
CrisisManager	\$6,490	\$1,180	\$7,670.00	\$6,814.50
CrisisManager Extended	\$3,945	\$525	\$4,470.00	\$4,142.25
EventEssentialsPro	\$14,410	\$4,205	\$18,615.00	\$15,130.50
FSAutomation	\$7,630	\$3,910	\$11,540.00	\$8,011.50
UtilityEssentials	\$7,665	\$1,650	\$9,315.00	\$8,048.25
TripDirect	\$6,595	\$2,690	\$9,284.75	\$6,924.49
Incident	\$7,305	\$2,420	\$9,725.00	\$7,670.25
Insight	\$15,850	\$5,820	\$21,670.00	\$16,642.50
Connect GIS	\$6,600.00	\$2,310.00	\$8,910.00	\$6,930.00

Price Example	Number of Sites	Square Footage	Maintenance Staff	Requesters*	Number of Students
D	48	4,500,000	55	75 to 2,000	30,000

Example D: Public K-12 Education (30,000 Students)				
Item	Initial Term (Annual Fee)	Startup/Training & Support (one-time charge)	Total Initial Term	Annual Renewal (2nd Term)
Maintenance EssentialsPro	\$24,360	\$8,960	\$33,320.00	\$25,578.00
Critical Alarm Automation	\$9,695	\$4,973	\$14,667.69	\$10,179.75
InventoryDirect	\$9,100	\$5,580	\$14,680.00	\$9,555.00
CapitalForecast Direct	\$10,750	\$5,945	\$16,695.00	\$11,287.50
CrisisManager	\$9,675	\$1,840	\$11,515.00	\$10,158.75
CrisisManager Extended	\$5,735	\$630	\$6,365.00	\$6,021.75
EventEssentialsPro	\$22,265	\$7,790	\$30,055.25	\$23,378.51
FSAutomation	\$11,455	\$5,875	\$17,329.62	\$12,027.75
UtilityEssentials	\$9,080	\$1,865	\$10,945.00	\$9,534.00
TripDirect	\$9,915	\$6,005	\$15,920.00	\$10,410.75
Incident	\$10,960	\$5,945	\$16,905.00	\$11,508.00
Insight	\$23,840	\$12,770	\$36,610.00	\$25,032.00
Connect GIS	\$9,000.00	\$3,150.00	\$12,150.00	\$9,450.00

Enhancement and Upgrade Policy – Provide a clear description of the upgrade and enhancement policies for all applications proposed. Clearly state the policy going forward relative to both the Offeror selling price and the total cost to the application owner for upgrades and enhancements.

Dude Solutions applications are on a constant “Evergreen” schedule of enhancements and new features as well as new applications. Being a hosted application, enhancements are easily distributed to Dude Solutions users upon completion vs. the traditional method of installing a CD and upgrading a database onsite on a client's server. Ideas for these enhancements are derived from our clients and their needs to streamline processes or more effectively perform their day-to-day tasks.

Dude Solutions enhancement policies include:

- Allocation of a minimum of 25% of available development resources towards existing products (as opposed to new products). Dude Solutions has allocated approximately 30% of existing resources to existing product enhancements in the past 24 months.
- Enhancement priority and schedule is managed by the Business Unit Teams who fields enhancement requests submitted to the Dude Solutions Client Services Center by email, online chat, or by phone. Priority is determined by a combination of frequency of request, difficulty to deliver, how it affects other clients, and value to other clients. As all of our clients are educational clients, most requests benefit all of our clients. System fixes have a higher priority than enhancements and are usually handled within 48 hours.
- Dude Solutions publishes notification of upgrades, planned maintenance outages (typically weekends or at night); enhancements on Dude Solutions website and in email notifications to Dude Solutions client system administrators.
- On average, each Dude Solutions application is enhanced twice monthly.
- All enhancements are included in Dude Solutions annual fees.
- Dude Solutions clients enjoy these enhancements without having to download software, install updates, or load patches.

Dude Solutions upgrade policy includes:

- Major upgrades are scheduled 1-2 times annually for each product.
- Major upgrades are driven by client input and are generally further defined with client focus groups through concurrent online design review sessions where clients review and critique the upcoming enhancement prior to general release.
- Major upgrades are included in Dude Solutions annual fees.
- Dude Solutions clients enjoy these upgrades without having to download software, install updates, or load patches.
- Additional training is provided in group online formats as needed to train system administrators on how to take advantage of new functionality.

Ongoing enhancements and upgrades are provided for **NO ADDITIONAL COST** and are included in Dude Solutions annual fees. In addition, Dude Solutions clients do not have to install anything or update local systems to enjoy these upgrades and enhancements.

Our team is always improving services to the client. A few examples of that are: Unlimited Support by phone, email, or through live chat. Continuous enhancement process based on client input. Access to Dude Solutions annual "Dude University" conference and training program (nominal tuition fee required.) 24 x 7 application monitoring. Continuous firewall and virus protection.

TAB 7 – VALUE ADD

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract for participating agencies. Your marketing plan and salesforce training plan as detailed in Appendix F will also be taken into account when evaluating your company's value add score.

Any additional products or services offered in this section will only be considered by Region 4 ESC if auditable pricing is offered for them in Appendix C. Any products or services for which pricing is not offered will not be considered a part of any contract awarded as a result of this RFP.

All products or services offered in this section are subject to the same requirements as products offered in Appendix B. Respondents must provide detailed descriptions of any additional products and services being offered as a part of their proposal, and Region 4 ESC reserves the right to reject any value add products or services which it deems to be unrelated to the scope of this RFP.

Dude University™ is the nation's largest career development and professional training conference exclusively for school, college and university operations professionals.

The Dude University curriculum is designed to provide professional development for educational professionals in all areas of operations, including maintenance, business, facilities, technology and transportation.

Some quick highlights:

- **Sessions** – Design your own conference schedule to fit your professional development needs! All sessions are created to address the areas of interest that most affect you in your specific job role.
- **Learning Lab** – A hands-on product training area filled with more than 70 computers and staffed by SchoolDude's Client Services Team - they're the Buckaroos of Software! The Learning Lab will be open throughout the entire conference for you to become more acquainted with the SchoolDude products you currently own, or to try out new ones.
- **Networking** – Knock elbows with peers and leaders alike. Dude Ranch features many networking activities before and during the 5-day event. Get to know your neighbors. Let the success of others in similar situations be your inspiration.

Learn more at <https://university.dudesolutions.com/>

TAB 8 – REQUIRED DOCUMENTS

Appendix H:
ADDITIONAL REQUIRED DOCUMENTS

DOC #1	Clean Air and Water Act
DOC #2	Debarment Notice
DOC #3	Lobbying Certification
DOC #4	Contractors Requirements
DOC #5	Antitrust Certification Statement
DOC #6	Implementation HB 1295 (Certificate) of Interested Parties)
DOC #7	EDGAR Certifications

FOR OFFERORS INTENDING TO DO BUSINESS IN NEW JERSEY:

DOC #8	Ownership Disclosure Form
DOC #9	Non-Collusion Affidavit
DOC #10	Affirmative Action Affidavit
DOC #11	Political Contribution Disclosure Form
DOC #12	Stockholder Disclosure Form

New Jersey Offerors are also required to comply with the following New Jersey statutes when applicable:

All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.

Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

Clean Air and Water Act

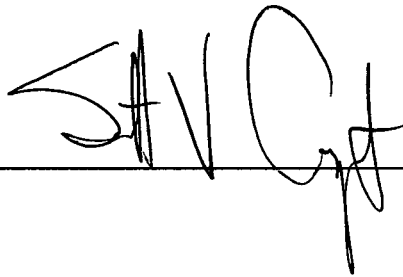
I, the Offeror, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Offeror: Dude Solutions, Inc. _____

Title of Authorized Representative: SVP of Sales _____

Mailing Address: 11000 Regency Parkway, Suite 110, Cary, NC 27518 _____

Signature: _____

A handwritten signature in black ink, appearing to read 'SVP of Sales', is written over the signature line.

DOC #2

Debarment Notice

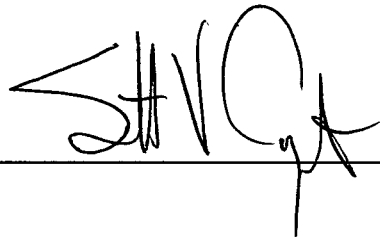
I, the Offeror, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Offeror: Dude Solutions, Inc. _____

Title of Authorized Representative: SVP of Sales _____

Mailing Address: 11000 Regency Parkway, Suite 110, Cary, NC 27518 _____

Signature: _____

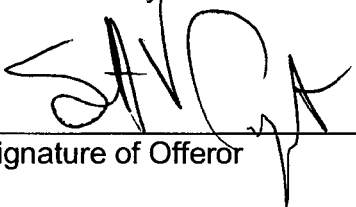
A handwritten signature in black ink, appearing to be "SVP" followed by a stylized flourish, written over a horizontal line.

LOBBYING CERTIFICATION

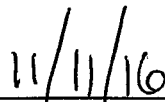
Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned,
to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Offeror



Date

DOC #4 CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 4 ESC Participating entities in which work is being performed.

Fingerprint and Background Checks

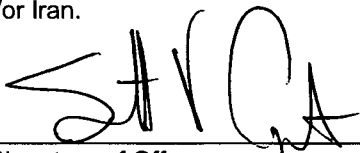
If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or Offerors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, Offerors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.



Signature of Offeror

11/11/16

Date

DOC #5

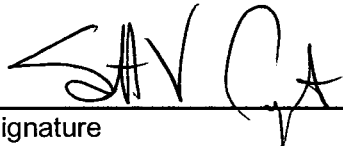
ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Offeror Dude Solutions, Inc. _____

Offeror


Signature

Scott V. Carpenter
Printed Name

SVP of Sales
Position with Company

Address 11000 Regency Parkway, Suite 110 _____

Cary, NC 27518

Authorizing Official

Signature

Phone (877) 868-3833 _____

Fax (800) 216-3063 _____

Printed Name

Position with Company

Implementation of House Bill 1295

Certificate of Interested Parties (Form 1295):

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

Filing Process:

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

Last Revision: February 16, 2016

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Dude Solutions, Inc.
Cary, NC United States

Certificate Number:
2016-134339

Date Filed:
11/08/2016

Date Acknowledged:

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Region 4 Education Service Center

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

TCPN Solicitation 16-18
cloud-based operations software

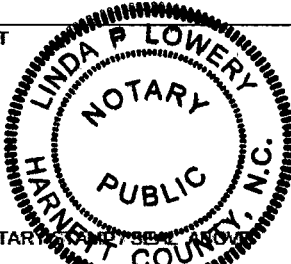
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Prevost, Lee	Cary, NC United States	X	
	Hudson, Kent	Cary, NC United States	X	

5 Check only if there is NO Interested Party.

☐

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



Signature of authorized agent of contracting business entity

AFFIX NOTARY SEAL HERE

Sworn to and subscribed before me, by the said Scott Carpenter, this the 11 day of November 20 16, to certify which, witness my hand and seal of office.

Signature of officer administering oath
Linda P. Lowery
Notary

Printed name of officer administering oath
Linda P. Lowery

Title of officer administering oath
Notary

EDGAR CERTIFICATIONS
ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

REGION 4 EDUCATION SERVICE CENTER is in the process of ensuring that all policies and procedures involving the expenditure of federal funds are compliant with the new Education Department General Administrative Guidelines ("EDGAR"). Part of this process involves ensuring that all current Offerors agree to comply with EDGAR. You must complete this form and return to REGION 4 EDUCATION SERVICE CENTER along with your proposal.

The following certifications and provisions are required and apply when REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Agency and the Agency's subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

REQUIRED CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, REGION 4 EDUCATION SERVICE CENTER reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Offeror agree? YES

SVC

Initials of Authorized Representative of Offeror

(B) Termination for cause and for convenience by the grantee or sub grantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, REGION 4 EDUCATION SERVICE CENTER reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. REGION 4 EDUCATION SERVICE CENTER also reserves the right to terminate the contract immediately, with written notice to Offeror, for convenience, if REGION 4 EDUCATION SERVICE CENTER believes, in its sole discretion that it is in the best interest of REGION 4 EDUCATION SERVICE CENTER to do so. Offeror will be compensated for work performed and accepted and goods accepted by REGION 4 EDUCATION SERVICE CENTER as of the termination date if the contract is terminated for convenience of REGION 4 EDUCATION SERVICE CENTER. Any award under this procurement process is not exclusive and REGION 4 EDUCATION SERVICE CENTER reserves the right to purchase goods and services from other Offerors when it is in REGION 4 EDUCATION SERVICE CENTER's best interest.

Does Offeror agree? YES

SVC

Initials of Authorized Representative of Offeror

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to Federal Rule (C) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Offeror agree to abide by the above? YES SK Initials of Authorized Representative of Offeror

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds during the term of an award for all contracts and sub grants for construction or repair, Offeror will be in compliance with all applicable Davis-Bacon Act provisions.

Does Offeror agree? YES SK Initials of Authorized Representative of Offeror

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, Offeror certifies that Offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process.

Does Offeror agree? YES SK Initials of Authorized Representative of Offeror

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

Pursuant to Federal Rule (F) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the Offeror certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the Offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Offeror agree? YES SK Initials of Authorized Representative of Offeror

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and sub grants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to

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

Pursuant to Federal Rule (G) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the Offeror certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER member resulting from this procurement process, the Offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Offeror agree? YES SVC Initials of Authorized Representative of Offeror

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the Offeror certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the Offeror certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Offeror agree? YES SVC Initials of Authorized Representative of Offeror

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the Offeror certifies that during the term and after the awarded term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the Offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C.

1352). The undersigned further certifies that:

(1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub recipients shall certify and disclose accordingly.

Does Offeror agree? YES SVC Initials of Authorized Representative of Offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by REGION 4 EDUCATION SERVICE CENTER for any contract resulting from this procurement process, Offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Offeror further

certifies that Offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or sub grantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Offeror agree? YES SVC Initials of Authorized Representative of Offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process, Offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Offeror agree? YES SVC Initials of Authorized Representative of Offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

Offeror certifies that Offeror is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Offeror agree? YES SVC Initials of Authorized Representative of Offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of Offeror that are directly pertinent to Offeror's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Offeror's personnel for the purpose of interview and discussion relating to such documents.

Does Offeror agree? YES SVC Initials of Authorized Representative of Offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Offeror agree? YES SVC Initials of Authorized Representative of Offeror

Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

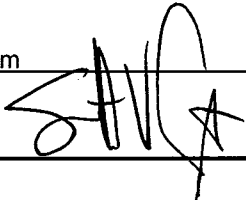
Offeror's Name: Dude Solutions, Inc. _____

Address, City, State, and Zip Code: 11000 Regency Parkway, Suite 110, Cary, NC 27518 _____

Phone Number: (877) 868-3833 _____ Fax Number: (800) 216-3063 _____

Printed Name and Title of Authorized Representative: Scott V. Carpenter, SVP of Sales _____

Email Address: scott@schooldude.com _____

Signature of Authorized Representative:  Date: 11/11/16

OWNERSHIP DISCLOSURE FORM (N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Dude Solutions, Inc. _____

Street: 11000 Regency Parkway, Suite 110, _____

City, State, Zip Code: Cary, NC 27518 _____

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I, Scott Carpenter _____, an authorized representative of Dude Solutions _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

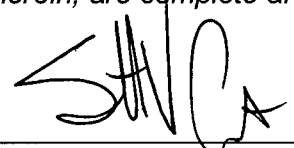
(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
Kent Hudson	11000 Regency Parkway, Cary, NC 27518	26.23%
Ralph Prevost	11000 Regency Parkway, Cary, NC 27518	17.30%
Warburg Pincus	450 Lexington Ave, New York, NY 10017	46.80%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

11/11/16

Date



Authorized Signature and Title

DOC #9

NON-COLLUSION AFFIDAVIT

Company Name: Dude Solutions, Inc.

Street: 11000 Regency Parkway, Suite 110

City, State, Zip Code: Cary, NC 27518

State of New Jersey

County of

I, Scott V. Carpenter of the Cary Name

in the County of Wake, State of North Carolina of full age, being duly sworn according to law on my oath depose and say that:

I am the SVP of Sales of the firm of Dude Solutions the offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that Region 4 ESC relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

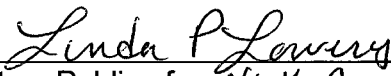
I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

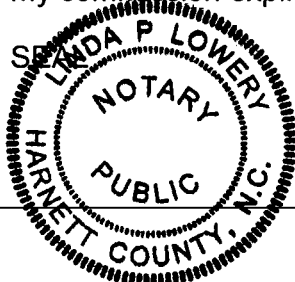
Dude Solutions
Company Name


SVP of Sales
Authorized Signature & Title

Subscribed and sworn before me

this 11 day of November, 2016


Notary Public of North Carolina
My commission expires May 2, 2017



AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Dude Solutions, Inc.

Street: 11000 Regency Parkway, Suite 110

City, State, Zip Code: Cary, NC 27518

Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)

Offerors must submit with proposal:

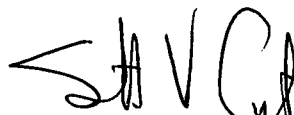
- | | |
|--|-----------|
| 1. A photo copy of their <u>Federal Letter of Affirmative Action Plan Approval</u> | _____ |
| OR | |
| 2. A photo copy of their <u>Certificate of Employee Information Report</u> | Yes _____ |
| OR | |
| 3. A complete <u>Affirmative Action Employee Information Report (AA302)</u> | _____ |

Public Work – Over \$50,000 Total Project Cost:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete
Report Form AA201-A upon receipt from the _____
- B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

11/11/16
Date


Authorized Signature and Title

**P.L. 1995, c. 127 (N.J.A.C. 17:27) MANDATORY
AFFIRMATIVE ACTION LANGUAGE**

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

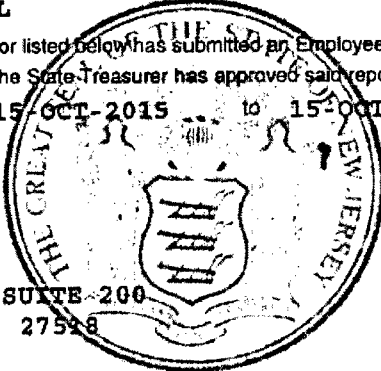
Certification 42703

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of **15-OCT-2015** to **15-OCT-2018**

DUDE SOLUTIONS, INC.
11000 REGENCY PKWY., SUITE 200
CARY NC 27518





Robert A. Romano
Robert A. Romano,
Acting State Treasurer


Signature of Vendor Officer

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfnslfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used "as-is", subject to edits as described herein.
 - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM
Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Page ____ of ____

Offeror Name:

[illegible]☐ Check here if the information is continued on subsequent page(s)

**List of Agencies with Elected Officials Required for Political Contribution
Disclosure**

N.J.S.A. 19:44A-20.26

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,
CUSTOMIZABLE FORM.**

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:



☒ I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR



I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

☐ Partnership

☒ Corporation

☐ Sole Proprietorship

☐ Limited Partnership

☐ Limited Liability Corporation

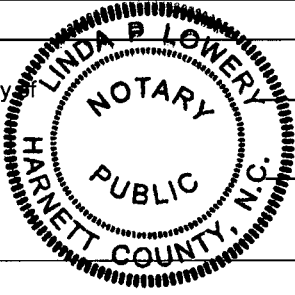
☐ Limited Liability Partnership

☐ Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name: Kent Hudson	Name: Ralph Prevost
Home Address: 11000 Regency Parkway, Cary, NC 27518	Home Address: 11000 Regency Parkway, Cary, NC 27518
Name: Warburg Pincus	Name:
Home Address: 450 Lexington Ave, NY, NY 10017	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this <u>11</u> day of <u>Nov</u> , 2016 (Notary) My Commission <u>May 2, 2017</u>		<u>Linda P Lowery</u> (Att Notary) <u>Linda P Lowery</u> (Print name & title of) <u>Notary</u> (Corporate)
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ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- ☐ ☒ We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

- ☐ We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).

11/11/16

Date

SAV G SIP

Authorized Signature & Title

EXHIBIT “5”

Terms of Use

Consisting of 17 Pages

● Your Industry: Not Identified ▾

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Terms of Use

Last Updated: March 30, 2020

SUBSCRIPTION AGREEMENT

This Online Subscription Agreement (this “Agreement”) shall govern Subscriber’s (as defined below) access and use of the Service (as defined below) provided by Dude Solutions, Inc. (together with its affiliates, successors and assigns, “DSI”). BY ACCEPTING THIS AGREEMENT, EITHER BY CLICKING A BOX INDICATING ACCEPTANCE, BY EXECUTING AN ORDER FORM THAT REFERENCES THIS AGREEMENT OR BY OTHERWISE ACCESSING AND USING THE SERVICE, YOU AGREE TO THE TERMS OF THIS AGREEMENT. AS A RESULT, PLEASE READ ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT CAREFULLY.

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THE TERMS AND CONDITIONS OF THIS AGREEMENT, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH THE TERMS AND CONDITIONS SET FORTH HEREIN, YOU MUST NOT ACCEPT THIS AGREEMENT AND MAY NOT USE THE SERVICE.

Section 1.0 Definitions

As used in this Agreement, the following terms shall have the meanings set forth below:

1.1 “Access Credentials” means any user name, identification number, password, license or security key, security token, PIN or other security code, method, technology or device used, alone or in combination, to verify an individual’s identity and authorization to access and use the Service.

1.2 “Account” means Subscriber’s specific account where Subscriber subscribes to access and use Service(s).

1.3 “Account User” means each employee, consultant and contractor of Subscriber that has been granted Access Credentials.

1.4 “Affiliate” means, with respect to any legal entity, any other legal entity that (i) controls, (ii) is controlled by or (iii) is under common control of such legal entity. A legal entity shall be deemed to “control” another legal entity if it has the power to direct or cause the direction of the management or policies of such legal entity, whether through the ownership of voting securities, by contract, or otherwise.

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1.5 “Annual Fee” means the annual fee invoiced to Subscriber by DSI (or its sales agent) prior to the Initial Term and each applicable Renewal Term, which is required to be paid in order for Subscriber to be permitted to access and use the Service and, if Subscriber purchases a Connector Toolkit, the API.

1.6 “API Toolkit” or “API” means DSI’s proprietary application programming interface and any accompanying or related documentation, software libraries, software tools, published specifications, and other materials, as amended from time-to-time in DSI’s sole discretion.

1.7 “Beta Services” means DSI Services or functionality that may be made available to Subscriber to try at its option at no additional charge that is clearly designated as beta, pilot, limited release, early adoption, non-production, sandbox, evaluation or a similar description.

1.8 “Connector Toolkit” means DSI’s add-on module that (i) enables DSI’s Subscribers to integrate (import/export) Subscriber Data with the Service in batch-mode or real-time, and (ii) consists of the *“Connector Tool”*, which is a client-side executable program installed locally on Subscriber’s computer, and the API.

1.9 “Confidential Information” means any non-public information and/or materials disclosed in writing or orally by a party under this Agreement (the “Disclosing Party”) to the other party (the “Receiving Party”), which (i) is designated in writing as confidential at the time of disclosure, or (ii) with respect to non-public information disclosed orally, the Disclosing Party sends the Receiving Party a written notice to Receiving Party within 15 days after oral disclosure identifying the non-public information that was disclosed as its confidential information, including when, where, how and to whom such non-public information was disclosed. For avoidance of doubt, DSI’s Confidential Information shall include the source code, data structure, algorithms and logic of the Applications and Service. Notwithstanding the foregoing, Confidential Information shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a Third Party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

1.10 “Content” means all of the audio and visual information, documents, content, materials, products and/or software contained in, or made available through, the Service.

1.11 “Community Development Services” means the SmartGov, ATS and ASMi software application(s) subscribed to by Subscriber pursuant to the Agreement, Documentation or Order Form. For avoidance of doubt, Community Development Services applies only to Subscriber’s production instance and shall exclude all beta and early adopter programs,

user interface (UI) or user experience (UX) changes, feature or functionality improvements, and enhancements where a workaround exists in production.

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1.12 “Documentation” means the user documentation relating to the Service, including but not limited to descriptions of the functional, operational and design characteristics of the Service.

1.13 “DSI Data” means all data, information and other content provided by or on behalf of DSI Subscribers to any of the DSI Services.

1.14 “HIPAA” means the Health Insurance Portability and Accountability Act of 1996 (Pub. L. 104-191) and all regulations promulgated thereunder (45 C.F.R. §§ 160-164), as amended by Subtitle D of the Health Information Technology for Economic and Clinical Health Act and all regulations promulgated thereunder, as Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5), as amended from time to time.

1.15 “Implementation, Training and Support Program” or “ITSP” means DSI’s comprehensive implementation, training and support program provided to DSI’s Subscribers with respect to the Service.

1.16 “Intellectual Property Rights” means all ideas, concepts, designs, drawings, packages, works of authorship, processes, methodologies, information, developments, materials, inventions, improvements, software, and all intellectual property rights worldwide arising under statutory or common law, including without limitation, all (i) patents and patent applications owned or licensable by a party hereto; (ii) rights associated with works of authorship, including copyrights, copyright applications, copyright registrations, mask work rights, mask work applications and mask work registrations; (iii) rights related to protection of trade secrets and Confidential Information; (iv) trademarks, trade names, service marks and logos; (v) any right analogous to those set forth in clauses (i) through (iv); and (vi) divisions, continuations, renewals, reissues and extensions of the foregoing (as and to the extent applicable) now existing, hereafter filed, issued or acquired.

1.17 “Order Form” means DSI’s ordering document or online order specifying the Services to be provided hereunder that is entered into between Subscriber and DSI or its Affiliates, including any addenda and supplements. Entering into an Order Form, an Affiliate agrees to be bound by the terms of this Agreement as if it were an original party.

1.18 “Privacy Policy” means the DSI privacy policy, as amended from time-to-time, which can be viewed by clicking the “Privacy” hypertext link located on www.dudesolutions.com.

1.19 “Service” means DSI’s suite of Software-as-a-Service (SaaS) applications, products and services, as updated, enhanced or otherwise modified from time-to-time that are ordered by Subscriber on an Order Form or provided without charge (if applicable) and made available by DSI, including mobile components.

1.20 “Subscriber” means the legal entity identified on the Account.

1.21 “Subscriber Data” means all data, information and other content provided by or on behalf of Subscriber to the Service, including that which the Account Users input or upload to the Service.

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1.22 “Third Party” means a party other than Subscriber or DSI.

Section 2.0 Use of the Service and the API; Proprietary Rights

2.1 Use of the Service and the API.

(a) *Service Subscription.* Subject to the terms of this Agreement (including, without limitation, the responsibilities, limitations and restrictions set forth in this Section 2.1 and payment of the Annual Fees required hereunder), (i) DSI shall permit Subscriber’s Account Users to access and use the Service(s) during the Term, including access and use of all of the Content contained in or made available through the Service(s), (ii) Subscriber shall be automatically enrolled in the ITSP (Implementation, Training and Support Program), if applicable, and (iii) DSI shall use commercially reasonable efforts to make available to Subscriber each of the components described in the ITSP, when applicable. Subscriber agrees that it shall use the Service(s) solely for internal business purposes, and access and use of the Service(s) and the ITSP shall be limited to Account Users.

(b) *API License.* Subject to the terms of this Agreement (including, without limitation, the responsibilities, limitations and restrictions set forth in this Section 2.1 and payment of the Annual Fees required hereunder), provided that Subscriber is purchasing the right to use the Connector Toolkit, DSI hereby grants to Subscriber a limited, non-exclusive, non-transferable, revocable license (without the right to sublicense) to use and make calls to the API solely for the purpose of (i) extracting and transferring Subscriber Data from the Service to other Third Party applications used by the Subscriber for internal business purposes, and/or (ii) Subscriber’s internal development efforts to develop applications to work in conjunction with the functionality and capabilities of the Service purchased by Subscriber (“Subscriber Applications”). Subscriber shall have no right to distribute, license (whether or not through multiple tiers) or otherwise transfer the API to any Third Party or incorporate the API in any software, product, or technology.

(c) *Account Setup.* To subscribe to the Service, Subscriber must establish its Account, which may only be accessed and used by its Account Users. To setup an Account User, Subscriber must provide DSI (and agree to maintain, promptly update and keep) true, accurate, current and complete information for such Account User. If Subscriber or any applicable Account User provides any information that is untrue, inaccurate, not current or incomplete, DSI has the right to immediately suspend or terminate Subscriber’s Account and usage of the Service and the API and refuse any and all future use. Each Account User must establish and maintain personal, non-transferable Access Credentials, which shall not be shared with, or used by, any other Third Party. Subscriber may not transfer an Account User’s Access Credentials and/or its right to access and use the Service to a different user. Subscriber shall be solely responsible for any and all activities that occur under its Account, including all acts and omissions of its Account Users. Subscriber shall notify DSI immediately of any unauthorized use of its Account and/or any other breach of security of the Service that it suspects or becomes aware of.

(d) *Subscriber Responsibilities.* Subscriber shall: (i) take appropriate action to ensure that non-Account Users do not access or use the Service or the API; (ii) ensure that all Account Users comply with all of the terms and conditions of this Agreement, including the limitations and restrictions set out in Section 2.1(e); (iii) be solely responsible for the accuracy, integrity, legality, reliability and appropriateness of all Subscriber Data created by Account Users using the Service; (iv) access and use the Service solely in compliance with the Documentation and all applicable local, state, federal, and foreign laws, rules, directives and regulations (including those relating to export, homeland security, anti-terrorism, data protection and privacy); (v) allow e-mail notifications generated by the Service on behalf of Subscriber's Account Users to be delivered to Subscriber's Account Users; and (vi) promptly update and upgrade its system as requested or required in order to ensure continued performance and compatibility with upgrades to the Service and/or API Modifications (as defined in Section 2.1(g)). Subscriber shall be responsible for any breach of this Agreement by Account Users and any access or Use of the Service by persons other than Account Users.

(e) *Limitations and Restrictions.* Subscriber agrees that it shall not, and shall not permit any Third Party to, directly or indirectly: (i) modify, alter, revise, decompile, disassemble, reverse engineer, create derivative works or attempt to derive the source code of the Service or the API; (ii) assign, transfer, lease, rent, sublicense, distribute or otherwise make available the Service or the API, in whole or in part, to any Third Party, including on a timesharing, software-as-a-service or other similar basis; (iii) share Access Credentials or otherwise allow access or use the Service or the API to provide any service bureau services or any services on a similar basis; (iv) use the Service or the API in a way not authorized in writing by DSI or for any unlawful purpose; (v) use the Service or the API to store or transmit infringing, libelous, or otherwise unlawful or tortious material, or to store or transmit material in violation of Third Party privacy rights; (vi) attempt to tamper with, alter, disable, hinder, by-pass, override, or circumvent any security, reliability, integrity, accounting or other mechanism, restriction or requirement of the Service or the API; (vii) remove, obscure or alter any copyright, trademark, patent or proprietary notice affixed or displayed by or in the Service; (viii) perform load tests, network scans, penetration tests, ethical hacks or any other security auditing procedures on the Service or the API; (ix) interfere with or disrupt the integrity or performance of the Service, the API or the data contained therein; (x) access or use the Service or the API in order to replicate applications, products or services offered by DSI and/or otherwise build a competitive product or service, copy any features, functions or graphics of the Service or the API or monitor the availability and/or functionality of the Service or the API for any benchmarking or competitive purposes; (xi) under any circumstances, through a Third Party application, a Subscriber Application or otherwise, repackage or resell the Service, the API or any DSI data received via the API; (xii) store, manipulate, analyze, reformat, print, and display the Content for personal use; and (xiii) upload or insert code, scripts, batch files or any other form of scripting or coding into the Service;

(f) *Additional Service Guidelines.* DSI reserves the right to establish or modify general practices and limits concerning use of the Service. DSI shall provide at least thirty (30) days' prior notice of any such modification. DSI also reserves the right to block IP addresses originating a Denial of Service (DoS) attack. DSI shall notify Subscriber should this condition exist and inform Subscriber of its action. Once blocked, an IP address shall

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not be able to access the Service or the API and the block may be removed once DSI is satisfied corrective action has taken place to resolve the issue.

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(g) *API Modifications.* DSI may modify, amend, change, or deprecate all or part of the API in its sole discretion at any time (an “API Modification”). DSI shall use reasonable efforts to provide notice to Subscriber of any such API Modifications as soon as reasonably practical. Subscriber acknowledges that an API Modification may have a material adverse effect on any applications utilizing or relying upon the API (including Subscriber Applications), including but not limited to causing such applications not to operate as designed. DSI shall have no liability of any kind to Subscriber or any user of such applications with respect to such API Modifications or any adverse effects resulting from such API Modifications.

(h) *Controlled API Usage.* DSI may limit or suspend Subscriber’s usage of or access to the API if, in DSI’s sole discretion, Subscriber or Subscriber’s use of the API are adversely affecting the performance or operation of the API or the Service. DSI shall use reasonable efforts to provide notice to Subscriber of any such actions as soon as reasonably practical.

(i) *Links to Third Party Websites.* To the extent that the Service links to any Third Party website, application or service, the terms and conditions thereof shall govern Subscriber’s rights with respect to such website, application or service, unless otherwise expressly provided DSI. DSI shall have no obligations or liability arising from Subscriber’s access and use of such linked Third Party websites, applications and services.

(j) *Beta Services.* From time to time, DSI may make Beta Services available to Subscribers at no charge. Subscriber may choose to try such Beta Services or not in its sole discretion. Use of the Beta Services is at Subscriber’s sole risk and may contain bugs or errors. Subscriber may discontinue use of the Beta Services at any time, in its sole discretion. Further, DSI may discontinue any and all Beta Services availability at any time in its sole discretion without notice. NOTWITHSTANDING THE DISCLAIMER OF WARRANTIES IN SECTION 7.2(B) AND INDEMNIFICATION IN SECTION 7.3, BETA SERVICES AND DOCUMENTATION, ARE PROVIDED ON AN “AS-IS” AND “AS AVAILABLE” BASIS, WITHOUT ANY WARRANTIES OF ANY KIND. PROVIDER EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, TITLE, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. DSI SHALL HAVE NO INDEMNIFICATION OBLIGATIONS AND NO LIABILITY OF ANY TYPE WITH RESPECT TO THE BETA SERVICES UNLESS SUCH EXCLUSION IS UNENFORCEABLE UNDER APPLICABLE LAW IN WHICH CASE DSI’S LIABILITY WITH RESPECT TO THE BETA SERVICES PROVIDED SHALL NOT EXCEED \$500.00.

2.2 Proprietary Rights.

(a) Subscriber acknowledges and agrees that (as between Subscriber and DSI) DSI retains all ownership right, title, and interest in and to the Service, the API, the Documentation and the Content, including without limitation all corrections, enhancements, improvements to, or derivative works thereof (collectively, “Derivative Works”), and in all Intellectual Property Rights therein or thereto. To the extent any Derivative Work is developed by DSI based

upon ideas or suggestions submitted by Subscriber to DSI, Subscriber hereby irrevocably assigns all rights to modify or enhance the Service and/or the API using such ideas or suggestions or joint contributions to DSI, together with all Intellectual Property Rights related to such Derivative Works. Nothing contained in this Agreement shall be construed to convey to Subscriber (or to any party claiming through Subscriber) any Intellectual Property Rights in or to the Service, the API, the Documentation and the Content, other than the rights expressly set forth in this Agreement.

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(b) DSI acknowledges and agrees that (as between Subscriber and DSI) Subscriber retains all ownership right, title, and interest in and to the Subscriber Data, including all Intellectual Property Rights therein or thereto. Notwithstanding the foregoing, Subscriber hereby grants DSI and its Affiliates a non-exclusive, royalty-free license to: (i) access, display, copy, distribute, transmit, publish, disclose and otherwise use all or any portion of the Subscriber Data to fulfill its obligations under this Agreement. In addition, Subscriber hereby grants DSI a non-exclusive, royalty-free right to use aggregated and de-identified data generated and/or derived by DSI from the Subscriber Data (the “De-Identified Data”) in order to improve the Services and DSI’s performance hereunder to grow DSI’s business, including without limitation, submitting and sublicensing such De-Identified Data to Third Parties for analytical purposes, provided that DSI shall take commercially reasonable efforts to conduct such de-identification in a manner that ensures that such De-Identification cannot be traced back to Subscriber.

(c) Subscriber acknowledges the Services may utilize, embed or incorporate Third Party software and/or tools (each, a “Third-Party Tool”) under a license granted to DSI by one or more applicable Third Parties (each, a “Third-Party Licensor”), which licenses DSI the right to sublicense the use of the Third-Party Tool solely as part of the Services. Each such sublicense is nonexclusive and solely for Subscriber’s internal use and Subscriber shall not further resell, re-license, or grant any other rights to use such sublicense to any Third Party. Subscriber further acknowledges that each Third-Party Licensor retains all right, title, and interest to its applicable Third-Party Tool and all documentation related to such Third-Party Tool. All confidential or proprietary information of each Third-Party Licensor is Confidential Information of DSI under the terms of this Agreement and shall be protected in accordance with the terms of Section 8.

Section 3.0 DSI Responsibilities

3.1 Implementation, Training and Support Program (ITSP). During the Term DSI (or its agent, representative or designee) shall provide and maintain an ITSP program. During the Term, DSI shall, as part of Subscriber’s Subscription Fees, provide telephone and email support (“Support Services”) during the hours of 8:00 AM and 6:00 PM EST, Monday through Friday, excluding New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving, Christmas Eve and Christmas Day (“Business Hours”), except Community Development Services, where Business Hours means 5:00 AM – 5:00 PM PST.

3.2 Professional Services. DSI shall provide and perform professional, technical, consulting and/or other services (collectively, “Professional Services”) that are mutually agreed upon and described in one or more statements of work that expressly reference this Agreement. Each statement of work shall be effective, incorporated into and form a part of

this Agreement when duly executed by an authorized representative of each of the parties. Each statement of work shall (i) describe the fees and payment terms with respect to the Professional Services being provided pursuant to such statement of work, (ii) identify any work product that will be developed pursuant to such statement of work, and (iii) set forth each party's respective ownership and proprietary rights with respect to any work product developed pursuant to such statement of work.

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3.3 Service Levels.

(a) DSI shall use commercially reasonable efforts to make the Service available 99.9% for each full calendar month during the Term, determined on a twenty-four(24) hours a day, seven (7) days a week basis (the "Service Standard"). Service availability for access and use by Subscriber(s) excludes unavailability when due to: (a) any access to or use of the Service by Subscriber or any Account User that does not strictly comply with the terms of the Agreement or the Documentation; (b) any failure of performance caused in whole or in part by Subscriber's delay in performing, or failure to perform, any of its obligations under the Agreement; (c) Subscriber's or its Account User's Internet connectivity; (d) any Force Majeure Event; (e) any failure, interruption, outage, or other problem with Internet service or Non-DSI Service; (f) Scheduled Downtime; or (g) any disabling, suspension, or termination of the Service by DSI pursuant to the terms of the Agreement. "Scheduled Downtime" means, with respect to any applicable Service, the total amount of time (measured in minutes) during an applicable calendar month when such Service is unavailable for the majority of Subscribers' Account Users due to planned Service maintenance. To the extent reasonably practicable, DSI shall give at least eight (8) hours prior electronic notice of Service maintenance events and schedule outside the business hours of 6:00 AM - 10:00 PM EST.

(b) DSI shall use reasonable efforts to ensure the availability of the API in accordance with the service levels described in Section 3.3(a). Notwithstanding the foregoing, DSI does not guarantee any required uptime, performance, or integrity of any product, application or service that integrates with and/or otherwise utilizes the API (including, without limitation, any such product, application or service developed by Subscriber). Moreover, DSI shall not be liable to Subscriber or any Third Party for the unavailability of the API or the failure of the API to perform in accordance with its specifications. Subscriber shall not represent to any Third Party any availability or performance levels with respect to the API.

3.4 Protection of Subscriber Data. DSI shall maintain commercially reasonable administrative, physical, and technical safeguards for protection of the security, unauthorized access or disclosure of Subscriber Data. In addition, if Subscriber is a "Covered Entity" under HIPAA, DSI shall be Subscriber's "Business Associate" under HIPAA, and any Subscriber Data provided by Subscriber to DSI in their capacities as a Covered Entity and Business Associate, respectively, DSI and Subscriber shall enter into a Business Associate Agreement (the form of which shall be reasonably satisfactory to DSI). At all times during the Subscription term and upon written request of Subscriber within thirty (30) days after the effective date of termination or expiration of this Agreement, Subscriber data shall be available for Subscriber's export and download. Following the thirty (30) days after termination or expiration, DSI shall not be obligated to maintain Subscriber Data and shall delete or destroy what remains in its possession or control unless prohibited by law.

Section 4.0 Third Party Interactions

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4.1 Relationship to Third Parties. In connection with Subscriber's use of the Service, Subscriber may: (i) enter into correspondence with and/or participate in promotions of advertisers or sponsors showing their goods and/or services through the Service; (ii) purchase goods and/or services, including implementation, customization, content, forms, schedules, integration and other services; (iii) exchange data, integrate, or interact between Subscriber's Account, the Service, the API and a Third Party provider; (iv) be offered additional functionality within the user interface of the Service through use of the API; and/or (v) be provided content, knowledge, subject matter expertise in the creation of forms, content and schedules. Any such activity, and any terms, conditions, warranties or representations associated with such activity, shall be solely between Subscriber and the applicable Third Party. DSI shall have no liability, obligation or responsibility for any such correspondence, purchase, promotion, data exchange, integration or interaction between Subscriber and any such Third Party.

4.2 Ownership. Subscriber is the owner of all Third Party content and data loaded into the Subscriber Account. As the owner, it is Subscriber's responsibility to make sure it meets its particular needs. DSI shall not comment, edit or advise Subscriber with respect to such Third Party content and data in any manner.

4.3 No Warranty or Endorsement. DSI does not warrant any Third Party providers or any of their products or services, whether or not such products or services are designated by DSI as "certified," "validated," "premier" and/or any other designation. DSI does not endorse any sites on the Internet that are linked through the Service. DSI is providing these links to Subscriber only as a matter of convenience, and in no event shall DSI be responsible for any content, products, or other materials on or available from such sites. The limitations of liability shall apply to all Third Party Interactions.

Section 5.0 Annual Fees

5.1 Annual Fees. Subscriber shall, on or before the commencement of the Initial Term of a Service subscription, pay to DSI the Annual Fee for such Service subscription. Thereafter, DSI shall invoice Subscriber for each applicable Annual Fee at least sixty (60) days prior to the commencement of the applicable Renewal Term. Unless Subscriber provides written notice of non-renewal in accordance with Section 6.1, Subscriber agrees to pay all Annual Fees no later than thirty (30) days after the receipt of DSI's applicable invoice. Subscriber is responsible for providing complete and accurate billing and contact information to DSI and notifying DSI of any changes to such information.

5.2 Automatic Payments. Subscriber shall, upon the written request from DSI, establish and maintain valid and updated credit card information or a valid ACH auto debit account (in each case, the "Automatic Payment Method"). Upon establishment of such Automatic Payment Method, DSI (as DSI's collection agent) is hereby authorized to charge any applicable Annual Fee using such Automatic Payment Method.

5.3 Renewal Charges. DSI maintains the right to increase Annual Fees and other applicable fees and charges in connection with each Renewal Term.

5.4 Taxes. DSI's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Subscriber is responsible for paying all Taxes associated with its purchases hereunder. If DSI has the legal obligation to pay or collect Taxes for which Subscriber is responsible under this Section 5.4, DSI (as DSI's collection agent) shall invoice Subscriber and Subscriber shall pay that amount unless Subscriber provides DSI with a valid tax exemption certificate authorized by the appropriate taxing authority. Subscriber agrees to indemnify and hold DSI harmless from any encumbrance, fine, penalty or other expense which DSI may incur as a result of Subscriber's failure to pay any Taxes required hereunder. For clarity, DSI is solely responsible for taxes assessable against DSI based on its income, property and employees.

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Section 6.0 Term and Termination

6.1 Term. This Agreement commences on the date Subscriber establishes its Account and continues until the Service subscription hereunder has expired or have been terminated (the "Term"). The initial term of the Service subscription shall be set forth on the Order Form (the "Initial Term"). Thereafter, the Service subscription shall automatically renew for successive one year periods (each, a "Renewal Term") unless either party has provided written notice of its intent to not renew the Service subscription not less than thirty (30) days prior to the expiration of the then-current Initial or Renewal Term applicable to the Service subscription.

6.2 Termination of Agreement for Breach. Either party may terminate this Agreement (including its Service subscription and Account) prior to the expiration of the Term if the other party commits a material breach of this Agreement and fails to cure such breach within thirty (30) days after written notice of such breach is given by the non-breaching party; provided that if the breach involves a failure of Subscriber to pay any of the fees required under this Agreement, the cure period shall be reduced to ten (10) days. Without limiting the foregoing, in the event of a breach that gives rise to the right by DSI to terminate this Agreement, DSI may elect, as an interim measure, to suspend Subscriber's access and use of the Service, the API (if applicable) and the Account until the breach is cured. DSI's exercise of its suspension right shall be without prejudice to DSI's right to terminate this Agreement upon written notice to Subscriber.

6.3 Termination for Convenience. Subscriber may terminate this Agreement (including its Service subscription and Account) at any time for convenience by providing DSI forty-five (45) days' prior written notice to the following email address: notice@dudesolutions.com. Upon termination by Subscriber pursuant to this Section 7.3, Subscriber may request in writing and be granted a refund in accordance with the following: (i) if DSI receives Subscriber's written notice of termination within the first sixty (60) days after the commencement of the Initial Term, DSI shall refund to Subscriber eighty percent (80%) of the Annual Fee prepaid for the Initial Term (the "Initial Year Subscription Fee"); (ii) if DSI receives Subscriber's written notice of termination during the Initial Term but after the first sixty (60) days thereof, DSI shall refund to Subscriber any prepaid Subscription Fees of the Initial Year Subscription determined based upon the number of full months remaining in the Initial Term (based upon the effective date of termination). For avoidance of doubt, no

refund shall be granted during a Renewal Term or with respect to Professional Services rendered.

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6.4 Effect of Termination. Upon termination of this Agreement, (i) Subscriber's access and use of the Service shall automatically cease, and (ii) DSI shall have no obligation to maintain the Subscriber Data or to forward the Subscriber Data to Subscriber or any Third Party.

6.5 Survival. The following portions of this Agreement shall survive termination of this Agreement and continue in full force and effect: Sections 2.1(e), 2.2, 6.4, 7, 8 and 9. Termination of this Agreement, or any of the obligations hereunder, by either party shall be in addition to any other legal or equitable remedies available to such party, except to the extent that remedies are otherwise limited hereunder.

Section 7.0 Representations, Warranties and Disclaimers

7.1 Representations. Subscriber represents and warrants that: (i) it has full right, title and authority to enter into this Agreement; and (ii) this Agreement constitutes a legal, valid and binding obligation of Subscriber, enforceable against it in accordance with its terms.

7.2 Warranties.

(a) DSI represents and warrants that all such Professional Services shall be performed in a professional and workmanlike manner in accordance with generally accepted industry standards. For any breach of this warranty, Subscriber's exclusive remedy and DSI's entire liability shall be the re-performance of the applicable Professional Services.

(b) EXCEPT AS EXPRESSLY STATED HEREIN, THE PARTIES MAKE NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICES OR ANY CONTENT. PARTIES DISCLAIM ALL REPRESENTATIONS OR WARRANTIES THAT: (I) THE USE OF THE SERVICES OR API SHALL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (II) THE SERVICES OR API SHALL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (III) ANY STORED DATA SHALL BE ACCURATE OR RELIABLE; (IV) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICES SHALL MEET YOUR REQUIREMENTS OR EXPECTATIONS; (V) ERRORS OR DEFECTS SHALL BE CORRECTED; (VI) THE SERVICES OR THE SERVER(S) THAT MAKE THE SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICES AND ALL CONTENT IS PROVIDED TO YOU STRICTLY ON AN "AS-IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY THE PARTIES.

7.3 Indemnification.

(a) *Indemnity* by DSI. DSI shall defend and indemnify Subscriber from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by Subscriber, in connection with any Third Party claim (each, a "Claim") alleging that Subscriber's use of the Service as expressly permitted hereunder infringes upon any United States patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that Subscriber (x) promptly gives DSI written notice of the Claim; (y) gives DSI sole control of the defense and settlement of the Claim; and (z) provides to DSI all reasonable assistance, at DSI's expense. If DSI receives information about an infringement or misappropriation claim related to the Service, DSI may in its sole discretion and at no cost to Subscriber: (i) modify the Service so that it no longer infringes or misappropriates, (ii) obtain a license for Subscriber's continued use of the Service, or (iii) terminate this Agreement (including Subscriber's Service subscriptions and Account) upon prior written notice and refund to Subscriber any prepaid Annual Fee covering the remainder of the term of the terminated Service subscriptions. Notwithstanding the foregoing, DSI shall have no liability or obligation with respect to any Claim that is based upon or arises out of (A) use of the Service in combination with any software or hardware not expressly authorized by DSI, (B) any modifications or configurations made to the Service by Subscriber without the prior written consent of DSI, and/or (C) any action taken by Subscriber relating to use of the Service that is not permitted under the terms of this Agreement. This Section 7.3(a) states Subscriber's exclusive remedy against DSI for any Claim of infringement of misappropriation of a Third Party's Intellectual Property Rights related to or arising from Subscriber's use of the Service.

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(b) Subscriber shall defend and indemnify DSI from any loss, damage or expense (including reasonable attorneys' fees) awarded by a court of competent jurisdiction, or paid in accordance with a settlement agreement signed by DSI, in connection with any Claim alleging that the Subscriber Data, or Subscriber's use of the Service or the API in breach of this Agreement, infringes upon any United States patent, copyright or trademark of such Third Party, or misappropriates the trade secret of such Third Party; provided that DSI (x) promptly gives Subscriber written notice of the Claim; (y) gives Subscriber sole control of the defense and settlement of the Claim; and (z) provides to Subscriber all reasonable assistance, at Subscriber's expense. This Section 7.3(b) states DSI's exclusive remedy against Subscriber for any Claim of infringement of misappropriation of a Third Party's Intellectual Property Rights related to or arising from the Subscriber Data or Subscriber's use of the Service.

7.4 Limitation of Liability. IN NO EVENT SHALL DSI, IN THE AGGREGATE, BE LIABLE FOR DAMAGES TO SUBSCRIBER IN EXCESS OF THE AMOUNT OF ANNUAL FEES PAID BY SUBSCRIBER TO PROVIDER (INCLUDING PAYMENTS TO DSI, AS PROVIDER'S COLLECTION AGENT, FOR USE OF THE SERVICE) PURSUANT TO THIS AGREEMENT DURING THE TWELVE MONTHS PRIOR TO THE FIRST ACT OR OMISSION GIVING RISE TO THE LIABILITY. UNDER NO CIRCUMSTANCES SHALL PROVIDER HAVE ANY LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR LOSS OF PROFITS, OR CONSEQUENTIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES, EVEN IF PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING, AND WHETHER SUCH LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR PRODUCTS LIABILITY. NOTHING

IN THIS SECTION SHALL LIMIT SUBSCRIBER'S PAYMENT OBLIGATIONS UNDER SECTION 5.0.

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Section 8.0 Confidentiality



8.1 Protection of Confidential Information. The Receiving Party agrees that it shall (i) hold the Disclosing Party's Confidential Information in strict confidence and shall use the same degree of care in protecting the confidentiality of the Disclosing Party's Confidential Information that it uses to protect its own Confidential Information, but in no event less than reasonable care, (ii) not use the Confidential Information of the Disclosing Party for any purpose not permitted by this Agreement; (iii) not copy any part of the Disclosing Party's Confidential Information except as expressly permitted by this Agreement, (iv) limit access to the Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein.

8.2 Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party shall reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

8.3 Records Requests. To the extent permitted by law, Subscriber shall treat as exempt from treatment as a public record, and shall not disclose in response to a request made pursuant to any applicable public records law, any of DSI's Confidential Information. Upon receiving a request to produce records under any applicable public records or similar law, Subscriber shall immediately notify DSI and provide such reasonable cooperation as requested by DSI and permitted by law to oppose production or release of such DSI Confidential Information.

8.4 Remedies. Recipient acknowledges that Disclosing Party would have no adequate remedy at law should Receiving Party breach its obligations relating to Confidential Information and agrees that Disclosing Party shall be entitled to enforce its rights by obtaining appropriate equitable relief, including without limitation a temporary restraining order and an injunction.

Section 9.0 Miscellaneous

9.1 Compliance with Laws. Subscriber will comply with all laws and applicable government rules and regulations insofar as they apply to Subscriber in its performance of this Agreement's rights and obligations.

9.2 Acceptance of Privacy Policy. All data and information provided by Subscriber through its use of the Service is subject to DSI's privacy policy, as amended from time-to-time, which can be viewed by clicking the "Privacy" hypertext link located within the Service. By using the Service, Subscriber accepts and agrees to be bound and abide by such privacy policy.

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9.3 Governing Law. This Agreement and any dispute arising out of or in connection with this Agreement shall be governed by and construed under the laws of the State of North Carolina, without regard to the principles of conflict of laws. Each of DSI and Subscriber hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

9.4 Relationship of the Parties. DSI is performing pursuant to this Agreement only as an independent contractor. DSI has the sole obligation to supervise, manage, contract, direct, procure, perform or cause to be performed its obligations set forth in this Agreement, except as otherwise agreed upon by the parties. Nothing set forth in this Agreement shall be construed to create the relationship of principal and agent between DSI and Subscriber. DSI shall not act or attempt to act or represent itself, directly or by implication, as an agent of Subscriber or its affiliates or in any manner assume or create, or attempt to assume or create, any obligation on behalf of, or in the name of, Subscriber or its affiliates.

9.5 Waiver. No failure or delay by either party in enforcing any of its rights under this Agreement shall be construed as a waiver of the right to subsequently enforce any of its rights, whether relating to the same or a subsequent matter.

9.6 Assignment. Subscriber shall have no right to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement to any Third Party and any attempt to do so shall be null and void. DSI shall have the full ability to transfer, assign or sublicense this Agreement or any of its rights, interests or obligations under this Agreement.

9.7 Force Majeure. Subject to the limitations set forth below, neither party shall be held responsible for any delay or default, including any damages arising therefrom, due to any act of God, act of governmental entity or military authority, explosion, epidemic casualty, flood, riot or civil disturbance, war, sabotage, unavailability of or interruption or delay in telecommunications or Third Party services, failure of Third Party software, insurrections, any general slowdown or inoperability of the Internet (whether from a virus or other cause), or any other similar event that is beyond the reasonable control of such party (each, a "Force Majeure Event"). The occurrence of a Force Majeure Event shall not excuse the performance by a party unless that party promptly notifies the other party of the Force Majeure Event and promptly uses its best efforts to provide substitute performance or otherwise mitigate the force majeure condition.

9.8 Notices. Except as otherwise specified in Section 7.3 of this Agreement, all notices, instructions, requests, authorizations, consents, demands and other communications hereunder shall be in writing and shall be delivered by one of the following means, with notice deemed given as indicated in parentheses: (a) by personal delivery (when actually delivered); (b) by overnight courier (upon written verification of receipt); (c) by certified or

registered mail, return receipt requested (upon verification of receipt); or (d) solely with respect to notices to Subscriber, via electronic mail to the e-mail address maintained on Subscriber's Account. All notices to DSI shall be addressed tonotice@dudesolutions.com or Dude Solutions, Inc., Attn: Legal Department, 11000 Regency Parkway, Suite 110, Cary NC 27518

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9.9 Interpretation of Agreement. The Section headings contained in this Agreement are solely for the purpose of reference, are not part of the agreement of the parties, and shall not affect in any way the meaning or interpretation of this Agreement. Any reference to any federal, state, local or foreign statute or law shall be deemed to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

9.10 No Third Party Beneficiaries. No person or entity not a party to the Agreement shall be deemed to be a third party beneficiary of this Agreement or any provision hereof.

9.11 Severability. The invalidity of any portion of this Agreement shall not invalidate any other portion of this Agreement and, except for such invalid portion, this Agreement shall remain in full force and effect.

9.12 Entire Agreement. This Agreement is the entire agreement between Subscriber and DSI regarding Subscriber's use of the Service and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and signed by the party against whom the modification, amendment or waiver is to be asserted. The parties agree that any term or condition stated in any purchase order or in any other order documentation is void.

9.13 Export Compliance. The Services, other technology DSI may make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Subscriber shall not permit any Account User to access or use any Service or Content in a U.S.-embargoed country or in violation of any U.S. export law or regulation.

9.14 Anti-Corruption. Neither party has received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from an employee or agent of the other party in connect with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Subscriber learns of any violation of the above restriction, Subscriber shall immediately notify DSI.

9.15 Cooperative Use. With Subscriber's approval, the market research conducted by Subscriber during its selection process for the Services may be extended for use by other jurisdictions, municipalities, and government agencies of Subscriber's state. Any such usage by other entities must be in accordance with ordinance, charter, and/or procurement rules and regulations of the respective political entity.

9.16 Modifications. DSI may revise the terms of this Agreement from time-to-time and shall post the most current version of this Agreement on its website. If a revision meaningfully reduces Subscriber's rights, DSI shall notify Subscriber.

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CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/21/2022

SUBJECT: (C8c) Amendment No. 1 to Bluebeam, Inc. Global Services Proposal and Addendum No. 1

DEPARTMENT: Community Development

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve Amendment No. 1 to Bluebeam, Inc. Global Services Proposal and Addendum No. 1 to extend the original contract one hundred and twenty (120) days; subject to City Attorney and City Manager approval of final contract documents; and authorizing the Mayor and City Clerk to execute all contract documents.

SUMMARY: On April 4, 2022, the City entered into a contract with Bluebeam, Inc. Global Services for remote consulting services for the implementation of Bluebeam plan review software and full integration with SmartGov, along with staff training on Bluebeam software. This is critical to the success of the Community Development SmartGov digital software implementation for digital project plan review.

The Bluebeam contract expired on June 1, 2022, and to complete the project, staff is requesting to extend the contract term with Bluebeam, Inc. Global Services for one-hundred and twenty (120) days. The requested additional 120-day extension with Bluebeam is being requested in conjunction with a 90-day extension to the SmartGov contract (also on this agenda) as the staff training on Bluebeam and SmartGov will occur at the same time, since both programs are necessary to process and complete online review of building permits and development plans.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Bluebeam Inc. Amendment No 1	Bluebeam Inc. Amendment No 1 w SB rev w Blue rev 6-16-22.pdf
2.	Bluebeam Inc Addendum #1	Bluebeam Inc Addendum #1.pdf

Robin Fenwick
Tim Burman

Created/Initiated - 6/3/2022
Approved - 6/6/2022

John McKinney
Shannon Balmer
Wayne Clark
Robin Fenwick

Approved - 6/9/2022
Approved - 6/9/2022
Approved - 6/9/2022
Final Approval - 6/10/2022

AMENDMENT NO. 1**To Addendum No. 1 to Bluebeam, Inc. Global Services Proposal Dated April 4, 2022**

THIS AMENDMENT NO. 1 ("2022 Amendment No.1") is made and entered into the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located at 1000 City Center Circle, Port Orange, Volusia County, Florida 32129-4144 (the "City"), and **BLUEBEAM, INC.** ("Consultant"), a Delaware corporation, whose principal address is 443 South Raymond Avenue, Pasadena, California 91105, collectively "the Parties." The City and the Consultant are collectively referred to herein as the "Parties."

WHEREAS, the Parties entered into a contract pursuant to Bluebeam, Inc. Global Services Proposal dated April 4, 2022 and Addendum No. 1 ("Contract") for remote consulting services for the implementation of Bluebeam plan review software and full integration with SmartGov, now known as Brightly Software, along with staff training on Bluebeam software, on April 4, 2022 and continuing until June 1, 2022; and

WHEREAS, the Parties desire to extend the contract an additional one hundred twenty (120) days, said date being September 29, 2022, to allow for the completion of the project; and

WHEREAS, the Port Orange City Council has determined that the execution of this 2022 Amendment No.1 is beneficial to the citizens of the City of Port Orange.

NOW, THEREFORE, the Parties, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

The foregoing recitals are true and correct and incorporated herein.

1. **Term**. The Term of this Contract as amended is hereby extended. Notwithstanding the date of execution, the Contract shall continue for an additional period of one hundred twenty (120) days, said date being September 29, 2022.

2. **Counterparts**. This 2022 Amendment No.1 may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The delivery by facsimile or e-mail of an executed copy of this 2022 Amendment No.1 shall be deemed valid as if an original signature was delivered. No contract shall be formed between Consultant and the City until the City signs this 2022 Amendment No.1.

3. All other terms and conditions of the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have signed, sealed, and delivered this 2022 Amendment No.1 on the day and year stated hereinafter.

Witnesses:

BLUEBEAM, INC.

Printed Name: _____

Printed Name: _____

DocuSigned by:
By: Sean Andrews
Sean Andrews, VP, Global Customer Success

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

Date: 16-Jun-2022

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____

By: _____
Wayne Clark, City Manager

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by Wayne Clark, City Manager of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is ____ personally known or ____ produced _____ as identification.

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

Witnesses:

ATTEST:

Printed Name: _____

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

Printed Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ____ physical presence or ____ online notarization, this ____ day of _____, 2022, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is ____ personally known or ____ produced _____ as identification.

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

ADDENDUM NO. 1
to Bluebeam, Inc. Global Services Proposal dated November 3, 2021

This Addendum No. 1 ("Addendum") is entered into on the day and year set forth hereinafter by and between the **CITY OF PORT ORANGE**, a Florida municipal corporation whose principal address is 1000 City Center Circle, Port Orange, Florida 32129 (the "City") and **BLUEBEAM, INC.** ("Consultant"), a Delaware corporation, whose principal address is 443 South Raymond Avenue, Pasadena, California 91105, collectively "the Parties." The Parties have agreed as follows:

1. This Addendum No. 1 supplements the Bluebeam Global Services Proposal ("Base Contract"), dated as indicated above, between Bluebeam, Inc. and the City of Port Orange.

2. **Term.** The term of the Base Contract shall commence upon the last date the Base Contract is signed by the Parties and shall continue until June 1, 2022 (The "Term"). The Parties agree that the effective date of the proposal dated November 3, 2021, notwithstanding the date of execution, shall be deemed valid.

3. **City Obligations.** In return for the services identified in the Base Contract, the City agrees to compensate Consultant at the rates set forth in the Base Contract subject to a limit not to exceed Twelve Thousand Five Hundred Fifty and 00/100 Dollars (\$12,550.00), payable as provided in Section 1 of the Base Contract. All payments shall be governed by the Local Government Prompt Payment Act as set forth in Sections 218.70 through 218.79, Florida Statutes, as amended.

4. **Contract Administration.** Tim Burman, the Community Development Director, shall perform contract administration of this Contract. For notice provisions, see the paragraph below entitled "Notice."

5. **Confidentiality** Except as expressly permitted hereunder, each Party shall hold in confidence and not use or disclose any materials or information disclosed by the other Party during the Term of this Agreement that are confidential or proprietary, including personal data of Consultant's employees and personnel ("Personal Data"), or which may be reasonably regarded as confidential information of such Party ("Confidential Information") consistent with Florida Public Records Law. Each Party shall treat the other Party's Confidential Information with at least the same degree of care it uses to prevent unauthorized disclosure or use of its own Confidential Information, but in no event less than a reasonable degree of care and in full compliance with the Florida Public Records Law and as otherwise governed by Florida Statutes. Confidential Information, as defined in this Paragraph 6, shall be in full compliance with the Florida Public Records Law and as otherwise governed by Florida Statutes.

(a) Parties agree that to the extent the other party previously disclosed or currently or subsequently discloses (the "Disclosing Party") to the other party (the "Receiving Party"), or the Receiving Party learns from the Disclosing Party, non-public information relating to the Disclosing Party's business (including, without limitation, source code, software, schematics, sound designs, algorithms, formulae, processes, ideas, inventions (whether patentable or not), technical drawings and other technical, business, financial, customer and product development plans, forecasts, strategies and information), such information shall be deemed the confidential property of the Disclosing Party (the "Confidential Information"). Such Confidential Information if disclosed in writing shall be marked or identified as proprietary or confidential or a similar designation, or if orally or visually disclosed, shall be identified as the proprietary or confidential information of the Disclosing Party at the time of disclosure and then summarized in writing and provided to

the Receiving Party in such written form within thirty (30) days after such oral or visual disclosure. However, Confidential Information shall not lose its protection under this Agreement if, due to oversight or other reasonable cause, the Disclosing Party fails to mark or identify such information as confidential at the time of its disclosure, if such identification is provided by the Disclosing Party within a reasonable time after the oversight is discovered; and the Receiving Party shall not be liable for failing to treat such information as confidential prior to its identification as such unless the information should reasonably have been understood by the Receiving Party to be confidential from the context or circumstances.

(b) The Receiving Party recognizes and acknowledges that the Disclosing Party's Confidential Information (and the confidential nature thereof) is critical to the Disclosing Party's business and that the Disclosing Party would not enter into this Agreement without assurance that its Confidential Information and the value thereof will be protected.

(c) Nothing in this Agreement shall prevent the Receiving Party from disclosing Confidential Information to the extent the Receiving Party is legally compelled to do so by any court or governmental investigative, judicial, or regulatory agency pursuant to proceedings over which such court or agency has jurisdiction; provided, however, that prior to any such disclosure, the Receiving Party shall: (i) assert the confidential nature of the Confidential Information to the court or agency; (ii) immediately notify the Disclosing Party in writing of the court's or agency's order or request to disclose; and (iii) cooperate fully with the Disclosing Party, at the Disclosing Party's expense, in protecting against any such disclosure and/or obtaining a protective order narrowing the scope of the compelled disclosure and protecting its confidentiality.

(d) All Confidential Information is, and shall remain, the property of the Disclosing Party. Nothing herein shall be construed as granting or conferring any rights by license or otherwise in the Confidential Information except as expressly provided herein. The mingling of the Confidential Information of the Disclosing Party with information of the Receiving Party shall not affect the confidential nature or ownership of the same as stated hereunder.

5.

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

(a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term.

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

If Consultant does not comply with a public records request, the City shall enforce the contract provisions in accordance with the contract.

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

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

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

Copy to: City of Port Orange
Attention: Tim Burman, Community Development Director
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5615

Consultant: Bluebeam, Inc.
Attention: Bluebeam Global Services
443 South Raymond Avenue
Pasadena, California
(866) 496-2140 – Telephone
E-Mail: consulting@bluebeam.com

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

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

10. Integration. This Addendum No. 1 shall supersede all previous communications, representations, or agreements, written or verbal, between the parties hereto. In the event of a conflict between the Base Contract, and this Addendum, this Addendum shall control.

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

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

[remainder of page intentionally left blank]

Witnesses:

Printed Name: _____

Printed Name: _____

BLUEBEAM, INC.

DocuSigned by:

Adrienne Englert

By: _____
Printed Name/Title: Adrienne Englert Director, Bluebeam

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

Date: 24-Mar-2022

Witnesses:

Tracee Cody
Printed Name: Tracee Cody
Geri Petraglia
Printed Name: Geri Petraglia

CITY OF PORT ORANGE

By: Wayne Clark
Wayne Clark, City Manager

Date: 4/4/2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4 day of April, 2022, by Wayne Clark, as City Manager of the City of Port Orange, a Florida municipal corporation, on behalf of the city. He is personally known to me.



GERI PETRAGLIA

Commission # HH 213884

Expires January 5, 2026

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:



Witnesses:

Tracee Cody
Printed Name: Tracee Cody
Geri Petraglia
Printed Name: Geri Petraglia

Attest:

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

Date: 4/4/2022

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 4 day of April, 2022, by Robin L. Fenwick, as City Clerk of the City of Port Orange, a Florida municipal corporation, on behalf of the city. She is personally known to me.



GERI PETRAGLIA

Commission # HH 213884

Expires January 5, 2026

Notary Public, State of Florida

Printed, typed or stamped name, commission and expiration:

BLUEBEAM GLOBAL SERVICES PROPOSAL

The City of Port Orange



March 17, 2022

1 SCOPE OF WORK

This remote consulting engagement is led by an Industry Consultant who may be supported by additional Consultants or Software Trainers as needed.

1.1 KICKOFF & DISCOVERY

Understanding the current state of Bluebeam Revu across the City is critical to the success of this consulting work. Doing so provides not only a snapshot of where you are but serves as a benchmark for understanding the effectiveness of the processes that are developed as a part of this scope of work.

- | | | |
|-------|---------------------------------------|---------------|
| 1.1.1 | (1) Consulting Kickoff Call | up to 1 hour |
| 1.1.2 | (1) Remote Workflow Discovery Meeting | up to 2 hours |

1.2 WORKFLOW DEVELOPMENT

We will work with key stakeholders from the City to further understand the existing Revu workflows in place. Based on our findings, Bluebeam will propose best practices to achieve the City's goals. These will be further refined in collaboration with City subject matter experts. Bluebeam will create supporting Revu Extensions, i.e. Tool Sets, Profiles, Custom Columns, etc., and a training agenda for use in the Knowledge Transfer phase. The following is included in this phase:

- | | | |
|-------|---|---------------|
| 1.2.1 | (1) Recommendations Review and Process Workshop | up to 2 hours |
| 1.2.2 | (1) SmartGov + Bluebeam Revu Integration Call | up to 1 hour |
| 1.2.3 | (1) Workflow Process Flowchart | |
| 1.2.4 | (1) Custom Training Agenda | |
| 1.2.5 | (1) Supporting Revu Extensions for Workflow | |

1.3 KNOWLEDGE TRANSFER (PILOT GROUP)

Based on the outcome of the Workflow Development and any additional information shared by the City of Port Orange, Bluebeam will deliver a customized Interactive Virtual Training session based upon the agreed workflow.

- | | | |
|-------|---|--|
| 1.3.1 | (3) Interactive Virtual Classroom Training (IVC) courses | |
| | <ul style="list-style-type: none"> The full agenda will be delivered over three 3-hour sessions Each session is capped at 20 participants Each participant will require access to a computer and Bluebeam Revu, version 20 | |
| 1.3.2 | (2) Remote check-in meetings, up to 1hr in length each | |

2 COST

The cost of this Proposal is outlined below. Any additional work not included in the scope of this Proposal is available on a time and material basis under separate cover. All costs are quoted in U.S. dollars and are subject to sales tax where applicable.



March 17, 2022

Total Cost \$12,550.00



March 17, 2022

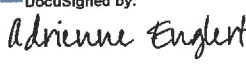
3 AUTHORIZATION

The terms and conditions following this Proposal are incorporated herein by reference.

Thank you for the opportunity to submit this Proposal to the City of Port Orange. We look forward to the opportunity to work with you and your team to develop workflows and achieve the results you desire.

By signing below or by authorizing or accepting all or any portion of the work described in the Proposal, you are accepting this Proposal and the Terms and Conditions which follow.

BLUEBEAM, INC

DocuSigned by:

2C4E597F3F7640E...

Adrienne Englert
Director | Bluebeam Global Services
Bluebeam, Inc.

24-Mar-2022

Date

THE CITY OF PORT ORANGE

 OBO Wayne Clark
Authorized Signature

4-4-22
Date

Deputy City Manager
Title

Email Address

Janie Miller
Printed Name

Billing Address

Billing Email Address



March 17, 2022

4 APPENDIX I - TERMS & CONDITIONS

These Terms and Conditions (the "Terms") govern the work to be performed by Bluebeam, Inc. ("Bluebeam") pursuant to the attached Proposal and Engagement Letter (the "Proposal and Engagement Letter"). The Terms together with the Proposal and Engagement Letter are collectively referred to as the "Agreement".

1. INVOICING AND PAYMENT

- A. Fees for Services are due in accordance to your agreed payment schedule, or if no agreed payment schedule then no later than twenty-one (21) business days prior to the first day that the Services are scheduled to start or net 30 from the quote issue date, whichever is sooner. Services will not be confirmed until Bluebeam has received payment for the Services fees.

Payments shall be submitted to the following address:

Bluebeam, Inc.
P.O. Box 840462
Los Angeles, CA, 90084-0462
Attn: Accounting
Tel: (626) 296-2150

- B. If Client disputes any portion of the invoice, Client agrees to pay the undisputed portion of the invoice and to submit a written claim within thirty (30) days of Client's receipt of the invoice documenting the reasons the remaining amount is disputed. After receipt of such claim, Bluebeam will undertake an investigation of the disputed charges, and both Parties agree to make a good faith attempt to resolve the dispute promptly. Any failure by Client to submit a written dispute of charges within thirty (30) days of invoice receipt shall be deemed final acceptance of and agreement with all charges on the invoice.

2. RESCHEDULING AND CANCELLATION

CANCELLATION AND/OR RESCHEDULE REQUESTS MUST BE RECEIVED IN WRITING BY EMAIL TO CONSULTING@BLUEBEAM.COM. CLIENT IS RESPONSIBLE FOR ENSURING THAT BLUEBEAM RECEIVES THE WRITTEN REQUEST. BLUEBEAM WILL REPLY WITH A WRITTEN ACKNOWLEDGEMENT. RESCHEDULING THE SERVICES IS PERMITTED WITH A MINIMUM OF 21 BUSINESS DAYS ADVANCE NOTICE. BLUEBEAM CANNOT GUARANTEE A SPECIFIC RESCHEDULED DATE; IT IS BASED ON AVAILABILITY. IF BLUEBEAM IS UNABLE TO PERFORM THE SERVICES ON THE SCHEDULED DATE, IT WILL NOTIFY CLIENT AS SOON AS POSSIBLE, BUT NO LATER THAN 3 BUSINESS DAYS BEFORE THE SCHEDULED COMMENCEMENT DATE. CLIENT MAY CANCEL UP TO 21 BUSINESS DAYS PRIOR TO THE SCHEDULED CONSULTATION DATE

3. INDEPENDENCE

Each party is an independent contractor of the other and neither party is, nor shall be considered to be, an agent, employee or representative of the other. Bluebeam assumes full responsibility for the actions of its personnel while performing Services and for the payment of their compensation (including, if applicable, withholding of income taxes and the payment and withholding of social security and other payroll taxes), workers' compensation, disability benefits and the like to the extent applicable. Nothing contained in this Agreement is intended or shall be construed to confer upon any person any rights, benefits or remedies of any kind or character whatsoever, or to create any obligation of a party to any such person. It is understood that Client and Bluebeam may work together to provide services or perform work, however, Client shall neither direct nor control the conclusions and results to be obtained from Bluebeam's professional and technical services provided.



March 17, 2022

4. CONFIDENTIALITY

- A. Intentionally left Blank.

5. INDEMNITY

Bluebeam agrees that it will defend, indemnify and hold harmless Client and Client's officers, directors, affiliates, agents, representatives and employees from any and all third party claims, suits, damages, losses, liabilities, obligations, penalties and expenses, including reasonable attorneys' fees, relating to or based on any claims of gross negligence or willful misconduct on the part of Bluebeam in connection with the performance of the Services.

6. LIMITATION ON DAMAGES

- A. Client agrees that Bluebeam shall not be liable to Client for any claims, liabilities or expenses of any kind in an aggregate amount in excess of the fees paid by Client to Bluebeam pursuant to this Agreement. Further, Bluebeam will not be liable to Client with respect to any decisions made by Client as a result of the performance of Services hereunder.
- B. EXCEPT FOR THE PARTIES' CONFIDENTIALITY OBLIGATIONS HEREIN AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, STATUTORY, PUNITIVE, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF USE, INCONVENIENCE, LOSS OF DATA OR OTHER ECONOMIC LOSS, REGARDLESS OF WHETHER SUCH LIABILITY IS BASED ON BREACH OF CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, AND EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SUCH DAMAGES COULD HAVE BEEN REASONABLY FORESEEN.

7. DISCLAIMERS:

THE SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. IN THE EVENT THAT BLUEBEAM FAILS TO PROVIDE SERVICES IN ACCORDANCE WITH THIS AGREEMENT, BLUEBEAM'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR BREACH OF THIS AGREEMENT SHALL BE FOR BLUEBEAM TO USE ITS REASONABLE EFFORTS TO RE-PERFORM THE SERVICES WITHIN A REASONABLE PERIOD OF TIME; PROVIDED, THAT IN THE EVENT BLUEBEAM IS UNABLE TO RE-PERFORM, BLUEBEAM MAY ELECT TO REFUND ALL FEES ACTUALLY RECEIVED BY BLUEBEAM FROM CLIENT HEREUNDER, IN FULL SATISFACTION OF BLUEBEAM'S OBLIGATIONS. SUCH REFUND SHALL CONSTITUTE BLUEBEAM'S ENTIRE LIABILITY AND CLIENT'S EXCLUSIVE REMEDY FOR SUCH BREACH. IN NO EVENT SHALL THE AGGREGATE LIABILITY FOR DAMAGES ARISING FROM THIS AGREEMENT WHETHER BY CONTRACT OR TORT EXCEED THE AMOUNTS CLIENT ACTUALLY PAID BLUEBEAM HEREUNDER. TO THE EXTENT NOT PROHIBITED BY LAW, THE LIMITATIONS IN THIS SECTION SHALL APPLY TO PERSONAL INJURY AND DEATH.

8. OWNERSHIP OF DELIVERABLES

Except as provided below, upon full and final payment to Bluebeam hereunder, the tangible items specified as deliverables in the Proposal and Engagement Letter (the "Deliverables") will become the property of Client. Bluebeam and Client also agree that nothing in this Agreement shall be construed so as to prohibit Bluebeam from using a generic format of the Deliverables or other materials developed hereunder.

- A. Bluebeam shall retain all right, title and ownership interest in and to all concepts, methods, techniques, processes, adaptations, ideas, processes, formulas, software (including, without limitation, Revu), know-how, trade secrets, and standards of judgment (collectively "Bluebeam Technology") created or acquired by Bluebeam prior to or independent of this Agreement.
- B. Client acknowledges that performance of this Agreement may result in the development of improvements to the Bluebeam Technology, or the development of new proprietary concepts, methods, techniques, processes, adaptations, ideas, processes, formulas, software, know-how, trade secrets, and standards of judgment related



March 17, 2022

to Bluebeam Technology (collectively "New Concepts"). Client agrees that all New Concepts shall belong exclusively to Bluebeam, and Client shall not, other than as necessary to the performance of this Agreement, make use of or disclose the same to any other party without the prior written consent of Bluebeam.

- C. Technology developed or acquired by Client prior to or independently of this Agreement are and shall remain the sole and exclusive property of Client (collectively, the "Client Technology").

9. TERMINATION

Either party may terminate this Agreement at any time, in whole or in part, by providing written notice of termination to the other party. Except as otherwise mutually agreed by Bluebeam and Client, termination shall be effective five (5) business days from receipt of the termination notice. Upon termination, Client shall compensate Bluebeam for work performed prior to termination, plus all reasonable costs incurred as a result of termination, on a cost reimbursement basis, regardless of whether or not the work is at a point at which a deliverable is due. In no event will Client be obligated to pay Bluebeam costs that exceed the amount authorized by this Agreement as a result of termination under this article. If Client has pre-paid amounts in excess of amounts due, Bluebeam will remit the balance within ten (10) business days of termination of this Agreement.

10. NON-SOLICITATION

During the term of this Agreement and for a period of one (1) year thereafter, Client shall not (A) hire or employ (whether as an employee, contractor or other form) any employee, agent or consultant of Bluebeam who performs any of the Services provided hereunder; or (B) directly or indirectly, solicit, induce, recruit or encourage any employee, agent or contractor of Bluebeam to leave Bluebeam's employ either on behalf of Client personally or for any other person or entity. The foregoing limitation shall not apply to employment that results from a general advertising campaign not specifically targeted at Bluebeam's employees, agents and/or consultants.

11. ASSIGNMENT

Neither party may assign, transfer or delegate any of the rights or obligations hereunder without the prior written consent of the other party.

12. ATTORNEYS' FEES

If any party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and other expenses. The term "prevailing party" means that party who substantially prevails against the other party. Notwithstanding the foregoing, if a written offer of compromise made by either party is not accepted by the other party within thirty (30) days after receipt and the party not accepting such offer fails to obtain a more favorable judgment, the non-accepting party shall not be entitled to recover its costs of suit and reasonable attorney's fees and costs (even if it is the prevailing party) and shall be obligated to pay the costs of suit and reasonable attorney's fees and costs incurred by the offering party.

13. GOVERNING LAW

Intentionally Left Blank

14. ARBITRATION

15. INTENTIONALLY LEFT BLANK. ENTIRE AGREEMENT

This Agreement contains the entire agreement of the Parties hereto and supersedes all prior or contemporaneous discussions, understandings, communications, proposals, and agreements, whether written or oral, with respect to the subject matter hereof. This Agreement may not be modified, amended or supplemented except in a writing signed by an authorized representative of Bluebeam.



March 17, 2022

16. WAIVER

No failure to exercise and no delay in exercising any right, power or privilege granted under this Agreement shall operate as a waiver of such right unless accompanied by a clear written statement that such provision is waived. No single or partial exercise of any right, power or privilege granted under this Agreement shall preclude any other or further exercise thereof. No waiver by either Party of full performance in any one or more instances shall be a waiver of the right to require full and complete performance thereafter, but shall apply solely to the instance to which such waiver is granted.

17. NOTICES.

Any notice or other communications required by this Agreement shall be in writing and sent to the parties at their respective addresses set forth below (or at such other address as a party may specify by notice made pursuant to the terms hereof). Notices will be considered given and received (i) on the date of actual delivery if delivered personally or by overnight courier; (ii) five (5) days from the date of postmark if by certified first class main return receipt requested; or (iii) the date an email is sent unless the actual date sent is a Saturday or Sunday (based on the recipient's time zone) then the next business day shall be considered the date of delivery.

If to Bluebeam: Attn: BBUS Legal Department, 443 S. Raymond Avenue, Pasadena, CA 91105 USA, Tel: 626-788-4000, legal@bluebeam.com

If to Client: At the address listed in the signature block of the Proposal and Engagement Letter.

18. TAXES

By reason of the independent contractor status of Bluebeam, Client is not required and as such, will not withhold Federal, State, or Local income tax or any other taxes from any payment made to Bluebeam under this Agreement.

19. FORCE MAJEURE

Neither party shall be liable for any failure or delay in performance under this Agreement that might be due, in whole or in part, directly or indirectly, to any contingency, delay, failure, or cause of any nature beyond the reasonable control of such party, generality of the foregoing, fire, explosion, earthquake, storm, flood or other weather, unavailability of necessary utilities or raw materials, including phone, Internet or other communications systems, strike, lockout, unavailability of components, activities of a combination of workmen or other labor difficulties, war, insurrection, riot, act of God or the public enemy, law, act, order, export control regulations, proclamation, decree, regulations, ordinance, or instructions of Government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement).

20. SEVERABILITY

If any provision herein is held invalid or unenforceable, such provision shall be deemed modified only to the extent necessary to render the same valid or excluded from this Agreement, as the situation may require. This Agreement shall be enforced and construed as if such provision had been included as so modified in scope or applicability or had not been included, as the case may be.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/21/2022

SUBJECT: (C8d) Approval of the Eighth Amendment to the Agreement Between the City of Port Orange and the County of Volusia Regarding the Provision of Fire Suppression Services to a Certain Service Area

DEPARTMENT: Fire/Rescue Services

GOAL: 1 - Public Safety

RECOMMENDED MOTION: Move to approve the Eighth Amendment to the Agreement between the City of Port Orange and the County of Volusia regarding the provision of fire suppression services to a certain service area.

SUMMARY: The Fire Chief requests Council approval for a two-year fire protection contract extension for the City to receive \$50,000 per year from Volusia County. This agreement will provide fire protection for Volusia County enclave areas within the jurisdictional boundaries of Port Orange, where Volusia County has no resources available to provide fire protection.

This is a renewal request for an agreement initially entered into by both parties in 2012. No changes have been made to the Council's previous approval of this agreement.

PRESENTER: Joe Wulfin

ATTACHMENTS:

1.	Eighth Amendment Fire Suppression Services	Eighth Amendment Fire Suppression Services.pdf
2.	2015 Enclave Map	2015 Enclave Map.pdf

Joe Wulfin	Created/Initiated - 5/31/2022
Joe Wulfin	Approved - 5/31/2022
John McKinney	Approved - 6/2/2022
Matthew Jones	Approved - 6/8/2022
Wayne Clark	Approved - 6/9/2022
Robin Fenwick	Final Approval - 6/10/2022

**EIGHTH AMENDMENT TO AGREEMENT
BETWEEN THE CITY OF PORT ORANGE
AND
THE COUNTY OF VOLUSIA
REGARDING THE PROVISION OF
FIRE SUPPRESSION SERVICES TO A
CERTAIN SERVICE AREA**

This Eighth Amendment to Agreement Between the City of Port Orange and the County of Volusia Regarding the Provision of Fire Suppression Services to a Certain Service Area ("Eighth Amendment") is made and entered into by and between the **COUNTY OF VOLUSIA, FLORIDA**, a body corporate and politic and a political subdivision of the State of Florida, with its business address at 123 W. Indiana Ave., DeLand, Florida 32720 ("County"), and the **CITY OF PORT ORANGE**, a municipal corporation under the laws of the State of Florida with administrative offices located at 1000 City Center Circle, Port Orange, Florida 32169 (here in after referred to as "Port Orange"), pursuant to Chapters 125 and 163 of the Florida Statutes (2019). This is the Eighth Amendment to the original Agreement between the City of Port Orange and the County of Volusia Regarding the Provision of Fire Suppression Services to a Certain Service Area (hereinafter referred to as "Agreement.")

WITNESSETH:

WHEREAS, on October 1, 2012, County entered into the Agreement with Port Orange for fire suppression services with an expiration date of February 28, 2013;

WHEREAS, on May 2, 2013, the parties agreed to amend the Agreement through a first amendment to extend the contract term from February 28, 2013, through September 30, 2013;

WHEREAS, the parties agreed to amend the Agreement through a second amendment to amend the fees for service and to extend the contract term from September 30, 2013, to September 30, 2015;

WHEREAS, the parties agreed to amend the Agreement through a third amendment to extend the contract term from September 30, 2015, to September 30, 2016;

WHEREAS, the parties agreed to amend the Agreement through a fourth amendment to extend the contract term from September 30, 2016, to September 30, 2018;

WHEREAS, the parties agreed to amend the Agreement through a fifth amendment to extend the contract term from September 30, 2018, to September 30, 2019;

WHEREAS, the parties agreed to amend the Agreement through a sixth amendment to extend the contract term from September 30, 2019, to September 30, 2020; and,

WHEREAS, the parties agreed to further amend the Agreement through a seventh amendment to extend the contract term to September 30, 2022.

WHEREAS, the parties hereby agree to further amend the Agreement by this Eighth Amendment to extend the contract term to September 30, 2024.

NOW THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and other specific consideration set forth in this Eighth Amendment, the receipt and sufficiency of which is acknowledged by the County and Port Orange, the parties agree and stipulate as follows:

1. The foregoing recitals are true, correct and material to this Eighth Amendment and the Agreement.

2. Section 10.1 of **ARTICLE 10 – TERM OF AGREEMENT** is hereby amended to read as follows:

10.1 This Agreement shall remain in full force and effect through September 30, 2024, unless this Agreement is otherwise extended or terminated in accordance with the terms hereof.

3. This Eighth Amendment is incorporated by reference into the Agreement as if fully set forth therein. Except as provided above, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect and are hereby ratified and reaffirmed by the parties hereto. In the event of any conflict or inconsistency between the provisions set forth in this Eighth Amendment and the Agreement or any amendments prior in time to this Eighth Amendment, this Eighth Amendment shall govern and control.

[SIGNATURES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have caused this Eighth Amendment to the Agreement between the City of Port Orange and the County of Volusia Regarding the Provision of Fire Suppression Services to a Certain Service Area to be executed by their duly authorized officers on the dates set forth below.

ATTEST:

COUNTY OF VOLUSIA

By: _____
George Recktenwald
County Manager

Dated: _____

By: _____
Jeffrey S. Brower
County Chair

Dated: _____

ATTEST:

CITY OF PORT ORANGE

By: _____
Wayne Clark
City Manager

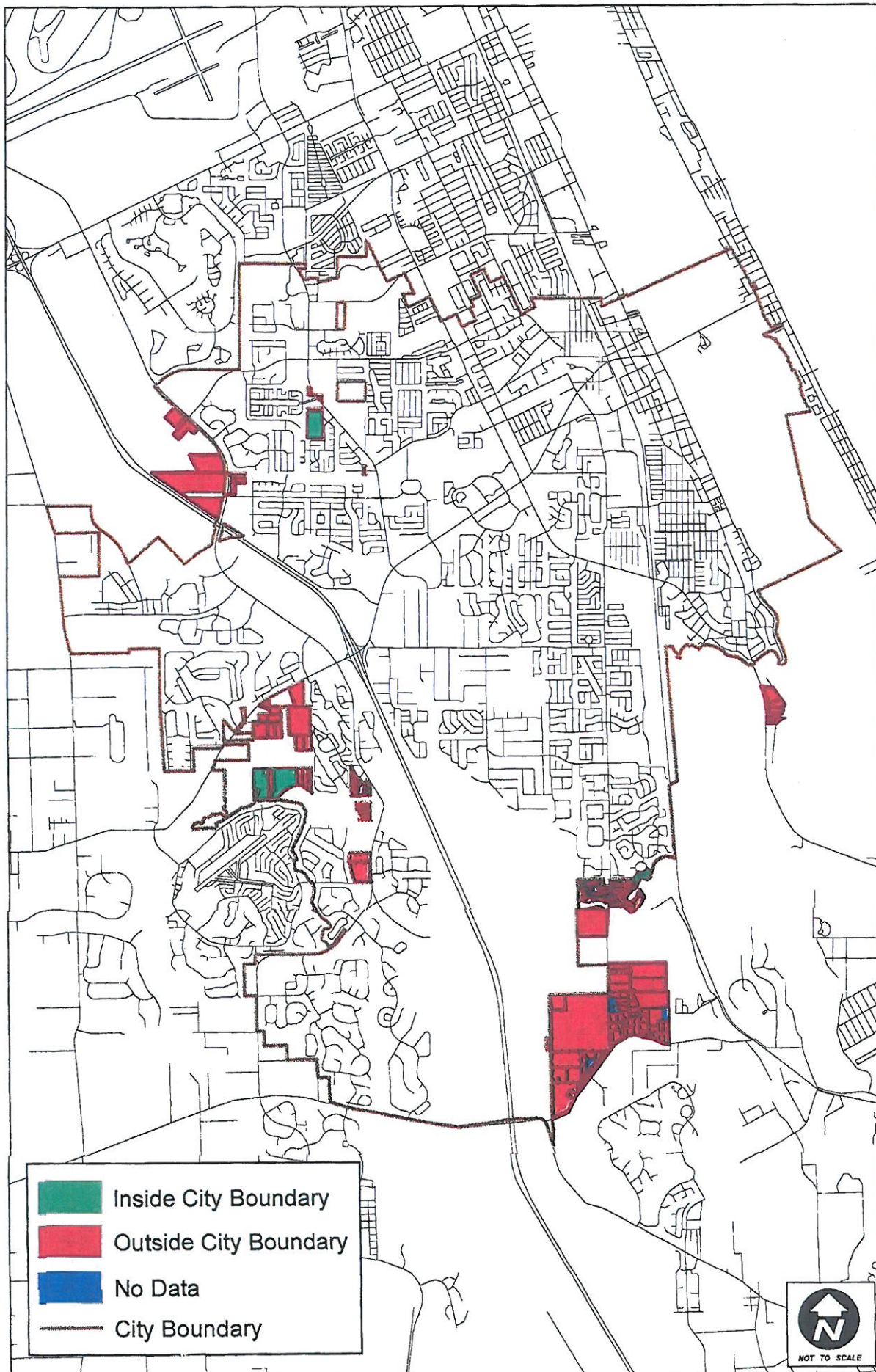
Dated: _____

By: _____
Donald O. Burnette
Mayor

Dated: _____

Approved as to Form and Correctness:

City Attorney



metronetTM

metronetTM

Port Orange, FL

June 21, 2022



Customer focused,
cutting-edge, 100%
fiber-optic internet,
and phone provider
established in 2005.

Metronet currently
serves 250+
communities in 15
states.

THE FIBER CHOICE

» Quality of Life

Reliably-fast internet, allowing crystal clear streaming with no buffering, lag, or pixelation. And for phone, clear call quality.

» Future Proof

Fiber optics is the fastest way to transmit information today. Metronet provides this connection directly to homes and businesses so there is no barrier between you and a fast, reliable connection.



WHY ARE WE UNIQUE

Blazing-fast symmetrical
internet



Upload AS FAST as you
download!



RECOGNIZED BY INDUSTRY LEADERS



Metronet has been ranked the fastest internet service provider (ISP) in IA, IN and KY.
Based on analysis by Ookla® of Speedtest Intelligence® data for median download speeds in Q3 2021.



Top 10 overall ISPs with Best Gaming Quality Index* in the United States in 2021



- Top 3 Fastest Internet Providers Nationwide
- Top 3 Fastest Fiber Providers Nationwide
- #1 Fastest Internet Provider in 2 states

**Mid-Sized Provider Category*



Awarded the Vectren Energy Safe Digging Partner Award



George Kemp, Ph.D.
Vice President of Safety & Quality Assurance

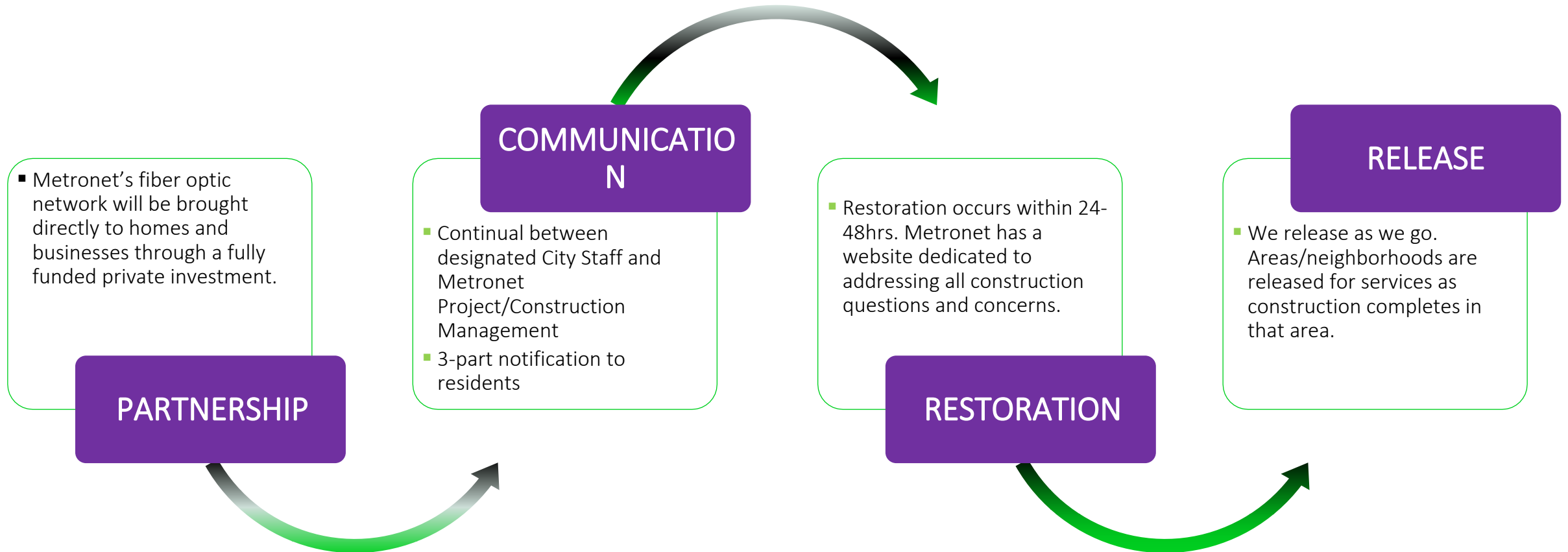
Indiana 811 Chairman
& Board Member



Chuck Mueller
Safety & Quality Assurance Director

Ohio 811 Board of Director
Member/Public Relations

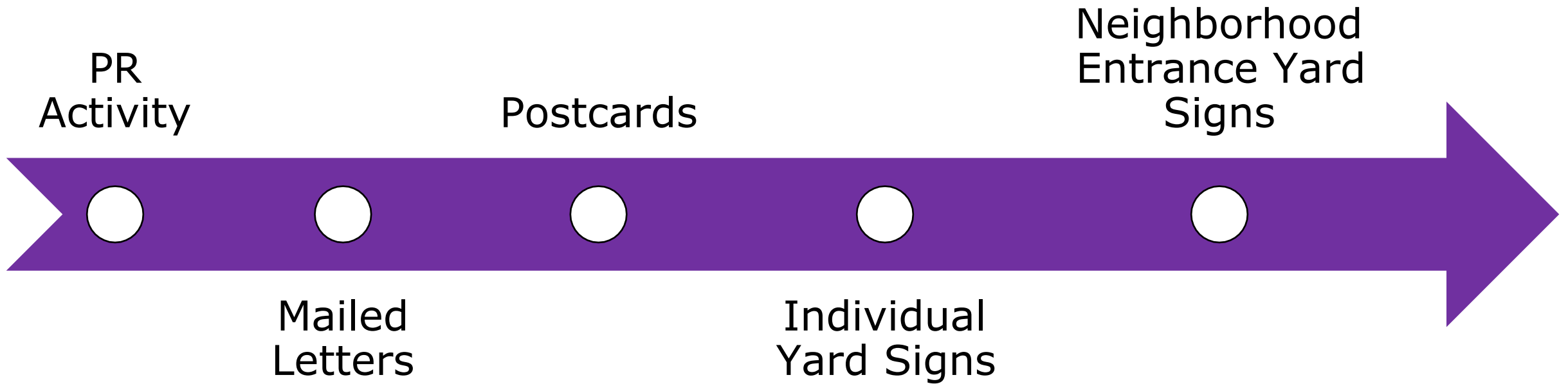
The Road to Gigabit Speeds



PARTNERSHIP

- » Reduce surprises related to neighborhood construction activity.
- » Prevent call volume to city centers
- » Provide transparency and accountability to city
- » Build goodwill and awareness with residents

RESIDENT COMMUNICATION



MAILED LETTERS

- » Letters mailed to residents 30-45 days prior to the start of construction in the area.
- » Who is Metronet
- » Is Metronet allowed to work in the easement or ROW
- » How to contact Metronet for irrigation lines, and underground fences.

Great news! MetroNet recently announced our expansion into your city. We'll be providing the fastest internet in your area, TV, and phone service. Below you will find information about what to expect as we construct our **100% fiber-optic network** in your neighborhood, and how to sign up for service.

Following this letter, you can expect:

- A postcard reminding you construction will begin soon.
- Large MetroNet construction signs at your neighborhood's entrance and smaller signs near your mailbox.
- Pink flags and temporary paint marking existing underground utilities.

We understand you may have questions. Here are some answers to the questions we hear most frequently:

[Q] I have a sprinkler system, dog fence, sump pump line or other underground item. What do I need to do to make sure these items are marked and avoided during construction?

[A] It is very important to notify us of these items. You can either mark them with pink flags or landscape-safe spray paint, or report them at metronetinc.com/construction by clicking the "Ask Questions" tab.

[Q] Does MetroNet have permission to be on my property?

[A] MetroNet has the legal right to access the designated utility easements typically located within a strip of land running along the street, the sidewalk, the rear lot line, or between two lots. If the easement is within a fenced-in yard, crews will need your help accessing this area.

[Q] When can I remove the utility marking flags and/or paint in my yard?

[A] Markers and paint need to remain in place until construction of the network is complete.

[Q] Will MetroNet restore the area in which they performed construction?

[A] Our crews make every effort to minimize impact to properties. Once construction is complete and weather permits, MetroNet will restore lawns in areas where digging occurred.

MetroNet is committed to making this construction phase as easy as possible for you and your neighbors. Our construction website and customer service line are available to address any additional questions or concerns.

Construction Website:
metronetinc.com/construction

Customer Service Line:
1-877-386-3876

We look forward to becoming a part of your community and hope to welcome you to the MetroNet family soon.



**SPECIAL OFFERS
FOR EARLY SIGN UP AVAILABLE NOW!**

Early sign up is easy – go to metronetinc.com and click "Order Now" to view special offers, pricing, and service information. Early sign up puts you at the front of the line for installation once the network is complete.

1Gb/1Gb INTERNET

\$59.95*
/month

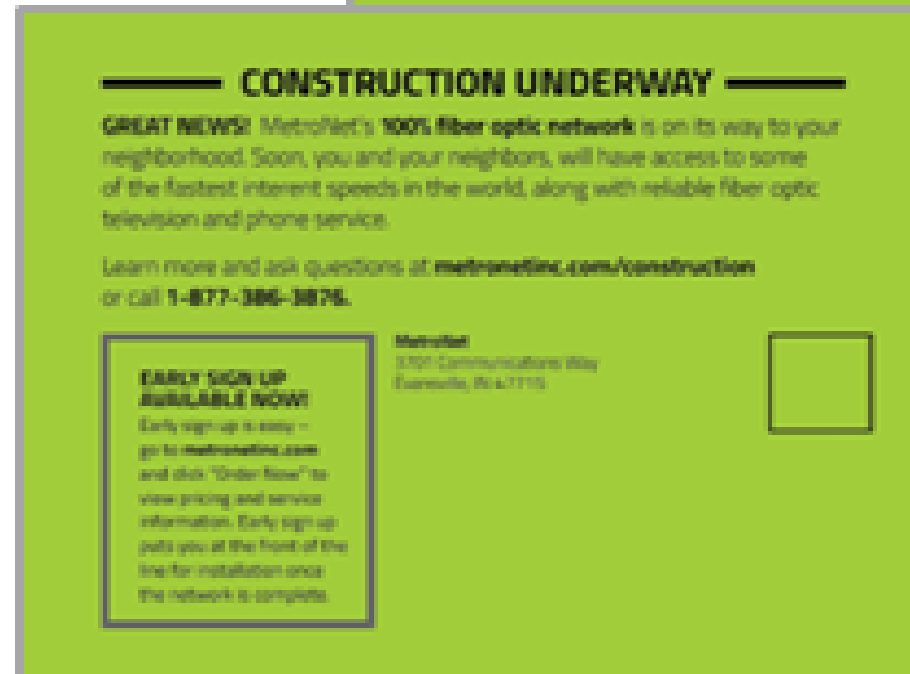
For the first 6 months, \$69.95 for the next 12 months.

LIMITED TIME OFFER

*Offers available to new residential customers only and may not be combined with other offers. Use of MetroNet's fiber services and all promotional rates are subject to Customer's compliance with MetroNet's Terms of Service and Acceptable Use and Privacy Policy, available at www.metro.netinc.com. MetroNet reserves the right to create or modify offers at any time. Price of \$59.95 offer based on discounted Gigabit Internet rate. After 6 months, rate will increase to \$69.95 for 12 months. After 18 months, regular rates will apply. Offer does not include taxes and fees. Additional installation fees may also apply. Regular rates apply upon service suspension, cancellation, or downgrades.

Neighborhood Postcards

- » Postcards mailed 7-10 days prior to construction start date. 2nd notification.
- » How to contact Metronet by phone and/or by construction website.



Yard Signs "5x5" Turf

- » Yard signs placed 3-5 days prior to the start of construction. 3rd notification.
- » How to contact Metronet by phone, and/or construction website.



Neighborhood Yard Signs (36"x24")

- » Signs placed at entrance and exit of neighborhood as available.
- » Larger version allows visibility as driving in out of the area.
- » Provides telephone number to call and construction website address.



CONSTRUCTION

Constructs within
existing utility
easements or ROW

Follows asset placement
as existing utilities

Project
designed/organized by
groups of 300-500
homes or businesses.

Production

- Aerial Crews
- Underground Crews
- Average 1 OSP Supervisor
per 3-5 construction crews

Aerial construction

Underground construction

- Directional boring
- Missile boring
- Facilities 100% underground

CONSTRUCTION WEBSITE

- » Document questions or concerns
 - » Yard restoration, locate underground utilities, etc.
 - » See where we're working
- » Responsiveness
 - » 99%+ response rate within 24 hrs.



CONSTRUCTION AREA

CONSTRUCTION AREA: Bettendorf, IA

MetroNet began construction in the city of Bettendorf in February 2019. Residents will see a series of messages before construction activity begins in their neighborhood, including a letter, postcard, and yard marker. Next, they will see crews identifying underground utilities and marking their locations with temporary paint. In the days following this, MetroNet contractor teams will begin constructing our 100% fiber optic network. Rest assured, the construction phase is temporary. We'll do our best to minimize any impact to your property as we work within the utility easement areas.

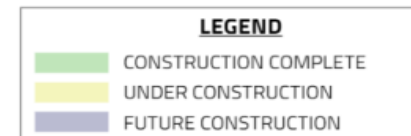
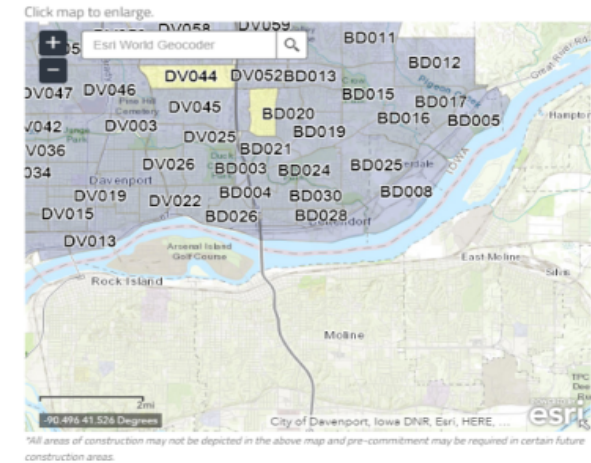
The map represents our first set of planned construction areas. Additional planned construction areas will be added on an ongoing basis as our plans develop.

If you have any questions, please call 1-877-386-3876.

Construction Question?

Have questions during our construction phase? Send us a message and we'll get back to you quickly!

[CONTACT US](#)

The image shows the 'ASK QUESTIONS' form on the MetroNet website. The form is titled 'ASK QUESTIONS' and includes a sub-header: 'We're building the area's only 100% fiber optic network. While our construction phase is temporary, we understand you may have questions during this process. Please submit your information using the form below. Or, call us at 877-386-3876.' The form fields include: Date (03/22/2019), Zip, City, State, Name, Phone, Email, and a checkbox for 'Has your home been installed with MetroNet services?'. There is a 'Reason for submission' section with radio buttons for 'Underground Service Notification', 'Sewer System Notification', 'Underground Utilities Notification', 'Restoration', 'Property Impacted', 'Easement Issue', and 'Product Information/Reliability'. There is also a section for 'Upload picture - you may include pictures about your submission, but this is not required.' with a 'Click or drag your picture here' button. A 'Comments' text area is at the bottom, followed by a 'SUBMIT' button.

CONSTRUCTION PROCESS

CONSTRUCTION PROCESS

CONSTRUCTION PROCESS

Once MetroNet begins construction of our 100% fiber network in a new city, you'll start to see our teams in the area. These construction teams may need to have access to the utility easements located on residential properties. Rest assured, the construction phase is temporary and we'll do our best to minimize any impact to your property.

We want to prepare you for the construction phase, and have outlined the following details to help set the right expectations. You can also view the two short videos for additional information.



RESTORATION PROCESS

» Identifiable Crews:

- Signage on vehicles
- Picture Badges
- Safety vests with Metronet logo
- Partnership with city to provide daily list of locations and crew names.

**Restoration within
24-48 hours**

Restore as we go

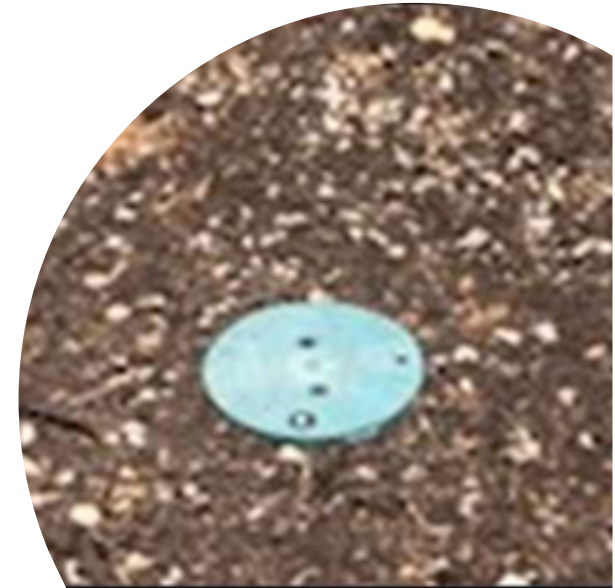
Responsiveness

99%+ response rate
within 24 hrs.

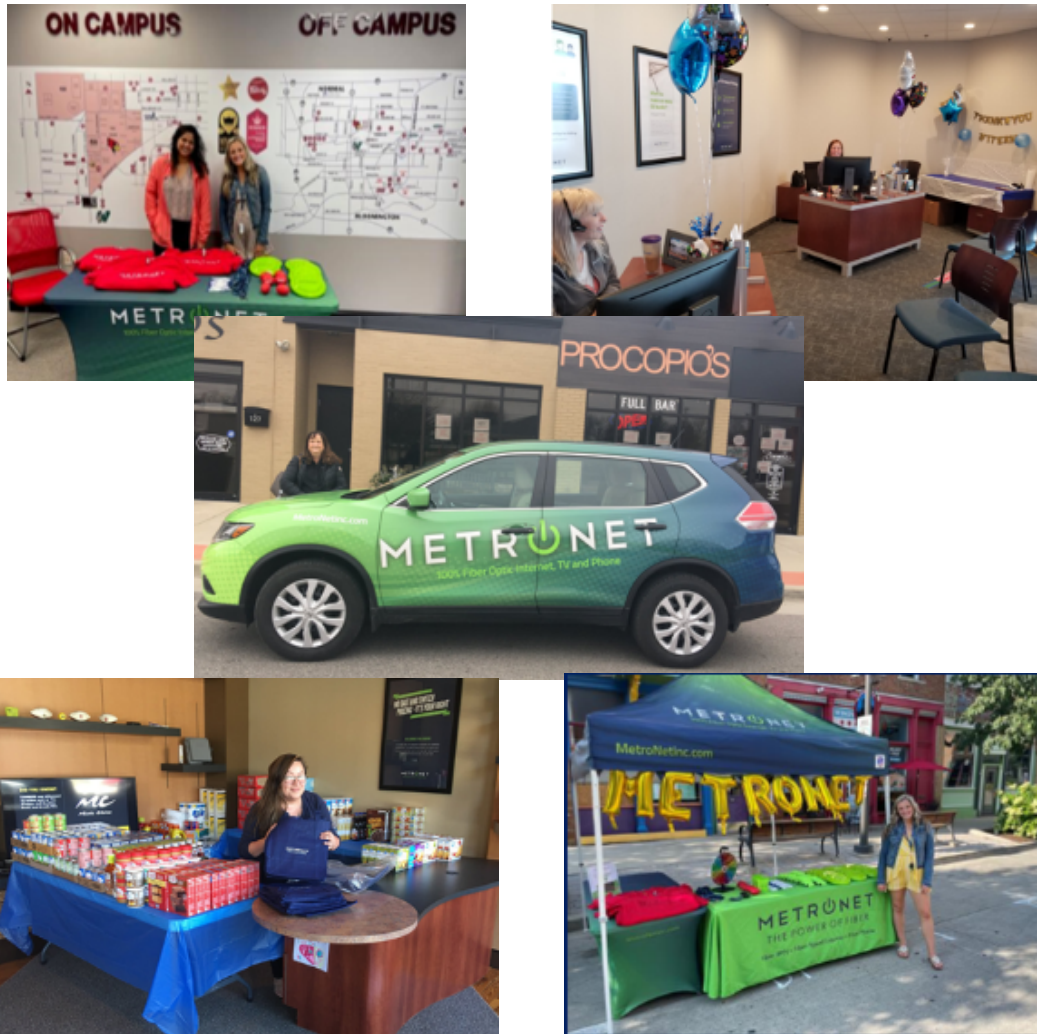




POST CONSTRUCTION



OUR COMMUNITY COMMITMENT



High Level of Customer Service

An average of **30%+ higher** customer satisfaction scores than peers / NPS.

Local Presence

Community involvement and local events.

Metronet hosted events:

Blood Drives, Food Drives, Electronic Recycling events, YMCA volunteer days, Family Holiday events, Storefront Coloring contests, Humane Society volunteer events, Metronet Resident Movie nights, and the list goes on!

metronetTM

Kris Smith
Governmental Affairs Director
(812) 760-8150
kris.smith@metronetinc.com



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/21/2022

SUBJECT: (G14) Environmental Advisory Board Appointments (x2)

DEPARTMENT: City Clerk

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Nominate two citizens to serve on the Environmental Advisory Board for a three-year term.

SUMMARY: Kat Atwood and Michael Anderson's terms on the Environmental Advisory Board will expire on May 7, 2022. Both members have expressed an interest in continuing to serve the City in this capacity. However, if Mrs. Atwood is elected to the City Council, she would resign from serving on this Board.

The City Clerk has received two additional applications from Jackalynn Craven-Laughner and Shawn Goepfert, which are attached for your review.

PRESENTER: Robin Fenwick

ATTACHMENTS:

1.	Anderson, Michael	Anderson, Michael.pdf
2.	Atwood, Kat	Atwood, Kat.pdf
3.	Craven-Laughner, Jackalynn	Craven-Laughner, Jackalynn.pdf
4.	Goepfert, Shawn	Goepfert, Shawn.pdf

Robin Fenwick

Created/Initiated - 6/8/2022

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for	Environmental Advisory Board
--	------------------------------

Pension Boards*	Field not completed.
-----------------	----------------------

Order of Preference	Field not completed.
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All of the above boards / commissions are subject to the "Sunshine Law"

* Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.

Personal Information

First Name	Michael
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Last Name	Anderson
-----------	----------

Date of Birth	6/24/1972
---------------	-----------

Telephone	3862996641
-----------	------------

Email Address	mranderson@bonedryflorida.com
---------------	--

Business Telephone	3862996641
--------------------	------------

Are you a registered voter in Port Orange?	Yes
--	-----

Address	6172 Del Rio Drive
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City Council District	4
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How long have you been a resident of Port Orange?	5 years
Are you currently serving on a City Board?	No
If yes, when and which board?	Field not completed.
References	
Please list three references (business and / or personal)	
Reference 1	Jack Wiles 520 Dunlawton Ave 386-547-0717
Reference 2	James Jestes 6170 Del Rio Drive 386-315-4744
Reference 3	Jarod Prentice 1026 NW 8th Terr Cape Coral, FL 33993 904-403-2566
Education	
High School	Forest High School (Ocala, FL)
Date Graduated High School	6/7/1990
College	University of Florida
Date Graduated College	12/15/2001
Degree	BS in Agricultural and Biological Engineering
Additional Information	
Work Experience	Former City of Port Orange Community Development Engineer and Flood Plain Manager Licensed Civil Engineer Licensed General Contractor
Interests / Activities	Boating Waterways Sustainable Development
Community Involvement	Field not completed.
Why do you desire to serve on these boards?	Bordered by water on two sides, the City of Port Orange has a valuable asset that should be sustained responsibly for generations. I feel that my professional experience and expertise could be a valuable asset to this board to assist with the sensitive issues that come along with development and the

environment. If chosen, I look forward to becoming an integral member of the board and hope that can I serve as an "even keel" to help the balance of the City's environmental assets.

Resume / Additional
Information

Field not completed.

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

Type your name to sign

Michael Anderson

Date

7/11/2018

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at 386-506-5563.

From: noreply@civicplus.com
To: [CityClerk](#)
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Sunday, December 13, 2020 8:07:08 PM

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for	Civil Service Board, Code Enforcement Board*, Eastport Community Redevelopment Agency, Parks and Recreation Board, Planning Commission*, Town Center Community Redevelopment Agency
Pension Boards*	<i>Field not completed.</i>
Order of Preference	Planning Commission, Parks and Recreation, Town Center Community Redevelopment Agency, Eastport Community Redevelopment Agency, Code Enforcement, Civil Service Board

All of the above boards / commissions are subject to the "Sunshine Law"

** Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.*

Personal Information

First Name	Cathleen (Kat)
Last Name	Atwood
Date of Birth	<i>Field not completed.</i>
Telephone	7578311100
Email Address	katwoodx2@gmail.com
Business Telephone	<i>Field not completed.</i>
	<i>Field not completed.</i>

Are you a registered voter in Port Orange?

Address 872 SUGAR GROVE CT

City Council District PORT ORANGE

How long have you been a resident of Port Orange? 6 years

Are you currently serving on a City Board? No

If yes, when and which board? *Field not completed.*

References

Please list three references (business and / or personal)

Reference 1 Lisa Ball, 386-734-3965, 3577 Aquamarine Drive, DeLand, FL 32720

Reference 2 Cherise Wintz, Owner Cherise's Salon, 3612 S. Atlantic Ave, Daytona Beach Shores, FL 32118, 386-760-2035

Reference 3 William O'Connor, Vice Mayor Orange City, 386-748-1033, 2883 Stags Leap Drive, Orange City, FL 32763

Education

High School DeLand High School

Date Graduated High School 4/24/1981

College Columbia College, Daytona State College

Date Graduated College 5/12/2017

Degree Business Administration / Culinary Arts: Bread and Pastry

Additional Information

Work Experience Twenty-two (22) years of active duty in the United States Navy. Special Investigator, US Investigative Services (2004-2009)

Interests / Activities Running, Fitness, Bowling, Watersports, anything in the culinary arts

Community Involvement	Operation Changing Lives (volunteer), Relay for Life (fundraiser), Me Strong (National Anthem signer, West side of the County advertising for the event, fundraiser)
Why do you desire to serve on these boards?	I want to become more involved with the city. I attended Port Orange University and wish to do more for the betterment of the city and the citizens who live here.
Resume / Additional Information	In the Navy, I served as a Yeoman, Legalman, and Flag Writer. I also worked in recruiting administration. After 9/11, I was intimately involved with the recall of United States Navy Reservists in the Norfolk area. I retired as a Senior Chief Petty Officer. As a USIS Special Investigator, I conducted thorough background investigations on persons seeking positions of public trust or military security clearance.
<i>I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.</i>	
Type your name to sign	Cathleen Atwood
Date	12/13/2020

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [CityClerk](#)
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Wednesday, May 18, 2022 10:53:28 AM

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for	Environmental Advisory Board
--	------------------------------

Order of Preference	Field not completed.
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All of the above boards / commissions are subject to the "Sunshine Law", Chapter 286, F.S.

** Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.*

Personal Information

First Name	Jackalynn
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Last Name	Craven-Laughner
-----------	-----------------

Primary Phone	2035067365
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Alternate Phone	Field not completed.
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Email Address	jackalynn@snet.net
---------------	--------------------

Are you a registered voter in Port Orange?	Yes
--	-----

Address	5272 Barhydt Ave
---------	------------------

City	Port Orange
------	-------------

State	FL
Zip Code	32127
Preferred Mailing Address	<i>Field not completed.</i>
City Council District	<i>Field not completed.</i>
Can you regularly attend meetings?	Yes
Are you currently serving on a City Board?	No
If yes, which board(s)?	<i>Field not completed.</i>
References	
Please list three references (business and / or personal)	
Reference 1	Jo-Ann Del Prete Ormond Beach, FL 203-812-9803
Reference 2	Doreen Baillargeon Ansonia, CT 203-734-4478
Reference 3	Kristine Cunningham 386-631-7604
Education	
High School	Seymour High
Date Graduated High School	6/1/1984
College	Pace University
Date Graduated College	5/1/2007
Degree	Telecommunicaations/Comuter Information System
Additional Information	
Work Experience	alarm company, phone company nothing recent

Interests / Activities	scuba/commercial diving
Community Involvement	none
Why do you desire to serve on these boards?	recent move to Florida want to be more involved
Resume / Additional Information	Field not completed.

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

By submitting this application, applicant attests that he/she has reviewed the Code of Ethics for Public Officers and Employees (Part III of Chapter 112, Florida Statutes), and that applicant does not hold any public position, employment or other relationship (i.e. dual office holding prohibition, conflicting employment or contractual relationship, etc.) that would prohibit or otherwise disqualify applicant from serving on the City board/commission for which the applicant now seeks to serve.

Note: If you are unsure whether a Code of Ethics issue exists or require assistance determining if a Code of Ethics issue is present, feel free to reach out to the City Attorney's Office prior to submitting your application at (386) 506-5525.

All statements and information provided in this application are true to the best of my knowledge. Please note that Florida has a broad public records law. Your entire application and the information & responses contained therein, including your name, address, email, and phone number, will become a public record upon submission of the application to the City. In limited circumstances, certain public servants who are afforded protections pursuant to Ch. 119, F.S. may elect to have certain information exempted from public disclosure, upon written request. *

Acceptance	I agree
Type your name to sign	Jackalynn Craven-Laughner
Date	5/18/2022

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at cityclerk@port-orange.org or 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [CityClerk](#)
Subject: [EXT] Online Form Submittal: Advisory Boards and Commissions Volunteer Application
Date: Monday, June 13, 2022 1:48:15 PM

Advisory Boards and Commissions Volunteer Application

Step 1

Thank you for your interest in serving the City of Port Orange. Your completion of this application is necessary so that the members of the City Council can thoroughly review each application as part of their consideration for your appointment.

Please choose the Board(s) / Commission(s) for which you wish to apply. If applying for more than one Board / Commission, indicate the order of preference in the space below the list.

Check the boards you wish to apply for	Environmental Advisory Board
--	------------------------------

Order of Preference	Field not completed.
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All of the above boards / commissions are subject to the "Sunshine Law", Chapter 286, F.S.

** Members of these boards / commissions are required to file financial disclosures within 30 days of date of appointment.*

Personal Information

First Name	Shawn
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Last Name	Goepfert
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Primary Phone	3862994774
---------------	------------

Alternate Phone	Field not completed.
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Email Address	idealrealty@live.com
---------------	----------------------

Are you a registered voter in Port Orange?	Yes
--	-----

Address	5501 St Regis Way
---------	-------------------

City	Port Orange
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State	Florida
Zip Code	32128
Preferred Mailing Address	<i>Field not completed.</i>
City Council District	3
Can you regularly attend meetings?	Yes
Are you currently serving on a City Board?	No
If yes, which board(s)?	<i>Field not completed.</i>
References	
Please list three references (business and / or personal)	
Reference 1	Ed Todd 431 Champagne Circle PO 32127 386-405-3159
Reference 2	Debbie Connors 6023 Heron Pond Drive PO 32128 386-212-8388
Reference 3	Don Agers 386-679-9263 35 Perkins Palm Coast Florida 32164
Education	
High School	Hollywood Hills High School
Date Graduated High School	6/1/1985
College	Broward County Community College
Date Graduated College	<i>Field not completed.</i>
Degree	No
Additional Information	
Work Experience	26 Years in Real Estate Sales and Management. 12 Years in Property & Casualty Insurance Sales, 11 Tears in Hospitality Management. 5 Years Volusia County Beach Toll Manager
Interests / Activities	Coaching, Surfing, Fishing and Golf

Community Involvement	Coaching Youth Sports, Volunteering for Miracle League of Volusia,
Why do you desire to serve on these boards?	I have a interest in Port Orange future
Resume / Additional Information	I grew up in FT Lauderdale Florida and moved to the Daytona Area in 1998. I have lived in Port Orange since 2010 moving from South Daytona. I sat on the Land Development Committee for South Daytona. I have served as President of the Daytona Board of Realtors and Chairman of the Port Orange South Daytona Chamber. I also have been a member of The Rotary Club of POSD since 2005.

I understand the responsibilities associated with being a board member, and I have adequate time to serve if appointed.

By submitting this application, applicant attests that he/she has reviewed the Code of Ethics for Public Officers and Employees (Part III of Chapter 112, Florida Statutes), and that applicant does not hold any public position, employment or other relationship (i.e. dual office holding prohibition, conflicting employment or contractual relationship, etc.) that would prohibit or otherwise disqualify applicant from serving on the City board/commission for which the applicant now seeks to serve.

Note: If you are unsure whether a Code of Ethics issue exists or require assistance determining if a Code of Ethics issue is present, feel free to reach out to the City Attorney's Office prior to submitting your application at (386) 506-5525.

All statements and information provided in this application are true to the best of my knowledge. Please note that Florida has a broad public records law. Your entire application and the information & responses contained therein, including your name, address, email, and phone number, will become a public record upon submission of the application to the City. In limited circumstances, certain public servants who are afforded protections pursuant to Ch. 119, F.S. may elect to have certain information exempted from public disclosure, upon written request. *

Acceptance	I agree
Type your name to sign	Shawn Goepfert
Date	6/13/2022

Note: If you have questions concerning the duties and responsibilities of any of the above Boards / Commissions, please contact the City Clerk's Office at cityclerk@port-orange.org or 386-506-5563.

Email not displaying correctly? [View it in your browser.](#)



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/21/2022

SUBJECT: (H15) Second Reading - Ordinance No. 2022-4 - Sixth Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development / Case No. 21-40000002

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2022-4, approving the Sixth Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development; authorize Mayor and City Clerk to sign all necessary documents.

SUMMARY: PLANNING COMMISSION ACTION (February 24, 2022): Recommended Denial (Vote 0 - 6)

The proposed 6th Amendment to the Crystal Lake Master Development Agreement (MDA) is to remove a requirement for any development on Lots 13 and 14 in the Crystal Lake Planned Unit Development (PUD) to install walk lights along the sidewalk located within the Reed Canal Road right-of-way, a Volusia County maintained roadway. The subject properties are currently regulated by the Crystal Lake MDA, as amended, and the Land Development Code (LDC). According to the applicant, the requested 6th Amendment is only to remove the requirement to install walk lights along the north side of Reed Canal Road on Lots 13 and 14 and does not change any of the permitted uses or other development requirements in the MDA.



The walk light requirement in the MDA was approved in 2000 and required the developers of the subject lots to install walk lights in the Reed Canal Road right-of-way as part of the site improvements for their project. At that time, the City's standard construction detail for walk lights required the property owner to maintain the walk lights. However, the 2000 City Standard Construction Detail (SCD) which required the property owner to maintain the walk lights is not part of the current MDA and no language was included in the MDA to require the property owner to maintain the walk lights. Therefore, if walk lights are installed on Lots 13 and 14, the current City SCD for walk lights requires the City to maintain the anticipated 32 walk lights that would be required to be installed as the subject properties develop.

The current city policy is to require developers to install FPL approved street lights to illuminate rights-of-way because FPL will maintain the street lights. If a non-approved FPL street light or walk light is installed within a public right-of-way, FPL will not maintain the street light or walk light and it becomes the City's responsibility to maintain. The LDC and SCDs require walk lights to be installed by a developer along Dunlawton Avenue and the segment of Ridgewood Avenue located within the Port Orange Town Center CRA and the city to maintain these walk lights.

In 2000, when the MDA requirement was approved, the LDC did not require walk lights to be installed along Reed Canal Road and the current LDC or City plans/documents do not require walk lights to be installed along Reed Canal Road or other similar roadways (Madeline Avenue, Spruce Creek Road, Central Park Boulevard, Hensel Road, Herbert Street, Willow Run Boulevard, etc.).

There are no specific criteria to be used as a basis for staff recommendation for the request to not install walk lights along this segment of Reed Canal Road as required in the original MDA. Staff recommendations on zoning matters are generally based on consideration of compatibility with adjacent uses, availability of adequate infrastructure and consistency with adopted plans (such as Comprehensive Plan, City Vision, budget, etc.). The request to not install walk lights along this segment of Reed Canal Road is different than originally planned in the Crystal Lake MDA from 2000 and will require Planning Commission and City Council direction on whether to remove this requirement from the Crystal Lake MDA. The proposed amendment has been reviewed and approved by the Staff Development Review Committee (Community Development, Public Utilities, Public Works, Police, Fire, and City Attorney's Office). The proposed amendment has also been reviewed by staff from the Volusia County School District and the Volusia County School District staff did not have any concerns about the request to not install walk lights along the north side of Reed Canal Road.

Currently, there are 8 street lights along the south side and 1 street light along the north side of Reed Canal Road between Clyde Morris Boulevard and the eastern most access drive to Atlantic High School, which are located +/- 350 feet to +/- 415 feet apart, and no street lights between the eastern most access drive to Atlantic High School and Nova Road. There are sidewalks located on both sides of Reed Canal Road between Clyde Morris Boulevard and Nova Road with the sidewalk on the north side of Reed Canal Road being +/- 90 feet from the street lights.



Reed Canal Road is similar to other roadways in the city (Central Park Boulevard, Hensel Road, Herbert Street, Willow Run Boulevard, etc.) with street lights on one side of the road and sidewalks on both sides of the road or a sidewalk on the opposite side of the street lights. Site lights will be installed at the entrance drive of the Eden Apartments (Lot 14) and at the access drives on Lot 13 as development occurs to illuminate the intersection of the driveway and sidewalk.

According to the applicant, the request to remove the requirement to install walk lights is to minimize off-site improvements required to develop on Lots 13 and 14. The applicant further states that if walk lights are required to be installed along this segment of Reed Canal Road, it would create a non-uniform appearance, as walk lights are not required to be installed on the south side of Reed Canal Road or along the segment of Reed Canal Road located in South Daytona. In addition, with multiple potential development sites on Lot 13, there could be phased installation of walk lights over multiple years which would leave a non-uniform appearance along this segment of the road.

Staff has prepared Exhibit A that shows where walk lights are currently located or required to be installed with future development and which ones are maintained by the city. This graphic (Exhibit A) shows the concentration of walk lights along Dunlawton Avenue and also on Ridgewood Avenue and Williamson Boulevard near the Dunlawton Avenue spine. Due to the ongoing maintenance expenses, staff has been moving to use FPL streetlights in the city to effectively and efficiently provide safe lighting. Staff does not recommend adding more walk lights in any area away from Dunlawton Avenue and staff is also developing future capital improvements to focus on the installation of streetlights maintained by FPL. As a result of this approach, staff supports the request of the applicant to not install walk lights in this area along Reed Canal Road where there are no future plans to complete a network of walk lights.

The staff report is attached for more details.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Staff Report	Staff Report.pdf
2.	Ord. No. 2022-4 with exhibit	Ord. No. 2022-4 - Sixth Amendment to Crystal Lake f.pdf
3.	Exhibit A - Current Locations of Walk Lights	Exhibit A - Current Locations of Walk Lights.pdf

Robin Fenwick

Created/Initiated - 6/6/2022



STAFF REPORT

6th Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development Case No. 21-40000002

REQUEST:	Amend the Master Development Agreement (MDA) for the Crystal Lake Planned Unit Development (PUD) to remove a requirement to install walk lights along the north side of Reed Canal Road
APPLICANT:	Roger Strcula, Upham, Inc.
PROPERTY OWNERS:	See Exhibit 1 for list of property owners
STAFF RECOMMENDATION:	Approval
LOCATION:	North side of Reed Canal Road, east of Red Sail Lane (Figure 1 – Page 2)
STAFF CONTACT:	Penelope Cruz, Planning Manager (386) 506-5671
PLANNING COMMISSION:	Recommended Denial 0-6 (February 24, 2022)
CITY COUNCIL:	April 19, 2022

DEVELOPMENT PROPOSAL

The proposed 6th Amendment to the Crystal Lake Master Development Agreement (MDA) is to remove a requirement for any development on Lots 13 and 14 in the Crystal Lake Planned Unit Development (PUD) to install walk lights along the sidewalk located within the north side of the Reed Canal Road right-of-way.

The subject properties are currently regulated by the Crystal Lake MDA, as amended, and the Land Development Code (LDC). According to the applicant, the requested 6th Amendment is only to remove the requirement to install walk lights along the north side of Reed Canal Road on Lots 13 and 14 and does not change any of the permitted uses or other development requirements in the MDA.

- Lot 14 is currently being developed as the Eden Apartments, consistent with the Crystal Lake MDA.
- Lot 13 is located between the Eden Apartments (Lot 14) and Barnes McDonnell Pediatric Dentistry. According to the MDA, this area is intended to be developed with office and incubator business uses. At this time there is no development activity planned or proposed on the subject property. Lot 13 is made up of 85 25-foot-wide lots and there are currently 6 individual property owners that own property within Lot 13.

Figure 1. Location Map



The Crystal Lake MDA was approved by the City Council in 2000 and established a mixed-use development with various tracts, each with a common purpose and design theme, along with the walk light requirement for the north side of Reed Canal Road. There are currently 4 walk lights on Lots 1 and 2, just west of Lot 13, but they either do not work or are located behind a dense landscape buffers and function more as site lighting than walk lights.

In 2000, the LDC did not require walk lights to be installed along Reed Canal Road and the current LDC does not require walk lights to be installed along Reed Canal Road or other similar roadways (Madeline Avenue, Spruce Creek Road, Central Park Boulevard, Hensel Road, Herbert Street, Willow Run Boulevard, etc.).

The walk light requirement in the MDA approved in 2000 required the developers of the subject lots to install walk lights in the Reed Canal Road right-of-way as part of the site improvements for their project. In 2000, the City's standard construction detail for walk lights required the property owner to maintain the walk lights. However, the 2000 City Standard Construction Detail (SCD) that required the property owner to maintain the walk lights is **not** part of the current MDA and no language was included in the MDA to require the property owner to also maintain the walk lights. Therefore, if walk lights are installed on Lots 13 and 14, the current City SCD for walk lights would apply and require the City to maintain an estimated +32 walk lights.

There are no specific criteria to be used as a base for staff recommendation for the request to not install walk lights along this segment of Reed Canal Road as required in

the original MDA. Staff recommendations on zoning matters are generally based on consideration of compatibility with adjacent uses, availability of adequate infrastructure and consistency with adopted plans (such as Comprehensive Plan, City Vision, budget, etc.). The request to not install walk lights along this segment of Reed Canal Road is different than originally planned in the Crystal Lake MDA from 2000 and will require Planning Commission and City Council direction on whether to remove this requirement from the Crystal Lake MDA. The proposed amendment has been reviewed and approved by the Staff Development Review Committee (Community Development, Public Utilities, Public Works, Police, Fire, and City Attorney's Office). The proposed amendment has also been reviewed by staff from the Volusia County School District and no concerns with the request to not install walk lights along Reed Canal Road were raised.

According to the applicant, the request to remove the requirement to install walk lights is to minimize off-site improvements required to develop on Lots 13 and 14. The applicant further states that if walk lights are required to be installed along this segment of Reed Canal Road, it would create a non-uniform appearance as walk lights are not required to be installed on the south side of Reed Canal Road or along the segment of Reed Canal Road located in South Daytona. In addition, with multiple potential development sites in Lot 13, there could be phased installation of walk lights over multiple years which would leave a non-uniform appearance along this segment of the road.

CONSISTENCY WITH COMPREHENSIVE PLAN

On the City's Future Land Use (FLU) Map, Lot 13 is designated *Office/Residential Transition* and Lot 14 is designated *Urban Medium Density Residential (4-8 units/acre)*. The original MDA was found to be consistent with the Comprehensive Plan when it was approved in 2000. The proposed 6th Amendment does not change the FLU designation for the subject property and is consistent with the general intent of the City's Comprehensive Plan.

PUBLIC NOTICE

A Public Notice sign was posted on the site on July 30, 2021. At the time this agenda item was prepared, staff received one inquiry requesting general information regarding the proposed amendment.

RECOMMENDATION

Staff recommends approval of the 6th Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development, subject to review and approval by the City Attorney's Office for legal form and content.

ATTACHMENTS

- Exhibit 1 – List of Property Owners
- Exhibit 2 – 6th Amendment to the Master Development Agreement for the Crystal Lake Planned Unit Development (See Ordinance Exhibit)

Exhibit 1

Property Owners

Crystal Lake 2004, LTD, a Florida limited partnership whose address is 600 E. Colonial, Suite 100, Orlando, FL 32803

Hany Nyrouz, an individual whose address is P.O. Box 152 Millville, MA 01529

Carrousel Acres, LLC, a Florida limited liability corporation whose address is P.O. Box 17, New Smyrna Beach, FL 32170

Kellar Development, LLC, a Florida limited liability corporation whose address is 5535 S. Williamson Blvd. Port Orange, FL 32128

J. Michael Panczyszyn, an individual whose address is 580 Hidden Creek Dr. Antioch, IL 60002

A&G Properties, LLC, a Rhode Island limited liability corporation whose address is P.O. Box 17374 Esmond, RI 02917

EDEN GPC Port Orange Owner, LLC, a Florida limited liability corporation whose address is 2801 SW 31st Ave. Suite 2B, Miami, FL 33133

ORDINANCE NO. 2022-4

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

WHEREAS, the City and Developer desire to enter into the Sixth Amendment to the Master Development Agreement for Crystal Lake Planned Unit Development (PUD) ("MDA"); (hereinafter referred to as the "Sixth Amendment"); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the Sixth Amendment; and

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

WHEREAS, the Planning Commission has by majority vote recommended approval of the proposed Sixth Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the approval of the Sixth Amendment.

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

Section 1. The City Council of the City of Port Orange does hereby approve the Sixth Amendment (attached hereto as **Exhibit "1"**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said Sixth Amendment.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of

this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____, 2022

Passed and adopted on second and final reading on the day of _____,
2022

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

Exhibit 1

SIXTH AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE CRYSTAL LAKE PLANNED UNIT DEVELOPMENT (PUD)

THIS SIXTH AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT FOR THE CRYSTAL LAKE PLANNED UNIT DEVELOPMENT (PUD) (the “**Sixth Amendment**”) is made this _____ day of _____, 2022, by and among the City of Port Orange, a political subdivision of the State of Florida (“**City**”) whose address is 1000 City Center Circle, Port Orange, Florida 32119; Crystal Lake 2004, LTD , a Florida limited partnership whose address is 600 E. Colonial, Suite 100, Orlando, FL 32803; Hany Nyrouz, an individual whose address is P.O. Box 152 Millville, MA 01529; Carrousel Acres, LLC, a Florida limited liability corporation whose address is P.O. Box 17, New Smyrna Beach, FL 32170; Kellar Development, LLC, a Florida limited liability corporation whose address is 5535 S. Williamson Blvd. Port Orange, FL 32128; J. Michael Panczyszyn, an individual whose address is 580 Hidden Creek Dr. Antioch, IL 60002 and A&G Properties, LLC, a Rhode Island limited liability corporation whose address is P.O. Box 17374 Esmond, RI 02917; EDEN GPC Port Orange Owner, LLC, a Florida limited liability corporation whose address is 2801 SW 31st Ave. Suite 2B, Miami, FL 33133 (“**Property Owners**”); collectively “**Parties**”).

WHEREAS, the City, John T. Self (together with John T. Self's wife, Barbara W. Self, who is now deceased), Robert Beatty, III, Rebecca Joyce Beatty Perkins, Elizabeth Ann Beatty Hayes and RSIII, Inc., a Florida corporation (“**RSIII, Inc.**”) (as the contract purchaser of the subject property), previously entered into an agreement and covenant to bind their successors and assigns to the terms and provisions of a development agreement entitled “Master Development Agreement For the Crystal Lake Planned Unit Development (PUD)”, recorded in Official Records Book 4517, Page 1749, public records of Volusia County, Florida (the “**Master Development Agreement**”), relating to property described therein; and

WHEREAS, the Master Development Agreement was amended by that certain First Amendment to the Crystal Lake PUD Development Agreement recorded in Official Records Book 4612, at Page 4011 (the “**First Amendment**”); and that certain Second Amendment to Crystal Lake PUD Development Agreement recorded in Official Records Book 4704, at Page 417 (the “**Second Amendment**”); and that certain Third Amendment to Master Development Agreement for Crystal Lake Planned Unit Development (“PUD”) recorded in Official Records Book 4876 at Page 1749 (the “**Third Amendment**”); and that certain Fourth Amendment to Master Development Agreement for Crystal Lake Planned Unit Development (“PUD”) recorded in Official Records Book 5078 at Page 2022 (the “**Fourth Amendment**”); and that certain Fifth Amendment to Master Development for Crystal Lake Planned Unit Development (“PUD”) recorded in Official Records Book 5204 at Page 3392 (“**Fifth Amendment**”). The Master Development Agreement, as amended by the First Amendment, the Second Amendment, the Third Amendment, Fourth Amendment and Fifth Amendment is now hereinafter collectively referred to as the “Master Development Agreement”.

WHEREAS, the Property Owners are the owners of the property more particularly described in **Exhibit “A” (“Property”)**, which is the only property impacted by this Sixth Amendment.

WHEREAS, the City and Property Owners wish to further amend the Master Development Agreement as applies to the Property for the purposes as set forth herein below.

NOW, THEREFORE, the parties, in consideration of the mutual premises and covenants contained herein, and with the intent to be legally bound and to bind their successors and assigns, due hereby agree as follows:

1. The recitals and premises set forth above are true and correct, form a material part of this Sixth Amendment and are incorporated herein by reference.

2. Paragraph 7. **PUD INFRASTRUCTURE**, Section 7(d) of the Master Development Agreement as previously amended, is hereby further amended as follows:

Notwithstanding any other provision set forth in this Master Development Agreement, including but not limited to this Section 7(d), the bike path/pedestrian walkway to be constructed along the Reed Canal frontage of the PUD Property (e.g. Lots 13 and 14) (the **“Reed Canal Bike Path/Pedestrian Walkway”**) shall not be less than eight feet (8’) wide and no walkway lights shall be required along the Reed Canal Bike Path/Pedestrian Walkway.

3. This Sixth Amendment shall be effective as of the date it is executed by all parties.

4. This Sixth Amendment shall be recorded in the public records of Volusia County, Florida, at the Developer's expense.

5. The Master Development Agreement, as previously enacted and amended by the First, Second, Third, Fourth and Fifth Amendments thereto, shall remain in full force and effect except with respect to those matters specifically amended by this Sixth Amendment as applied to the .

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Sixth Amendment, by and through their duly authorized representatives, on the respective dates below:

WITNESSES:

CITY:

CITY OF PORT ORANGE, a Florida municipal Corporation

Print Name: _____

Print Name: _____

Print Name: _____

Print Name: _____

By: _____

MAYOR DONALD O. BURNETTE

Attest: _____

Robin L. Fenwick, MMC, City Clerk

Date: _____

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2022, by Donald O. Burnette, Mayor of the City of Port Orange, Florida, and by Robin L. Fenwick, City Clerk of the City of Port Orange, Florida a Florida Municipal Corporation, on behalf of the City. They are personally known to me and did not take an oath.

Print Name:
Notary Public, State of Florida
My commission expires:

IN WITNESS WHEREOF, the party has executed this Sixth Amendment, by and through its duly authorized representative, on the date below:

Crystal Lake 2004, LTD:

Crystal Lake 2004, LTD, a Florida limited partnership

Print Name: _____

By: _____
J. Steven Schrimsher, Managing Member

Print Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF ORANGE

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 20__, by J. Steven Schrimsher, Managing Member of Crystal Lake 2004 LTD, a Florida limited partnership who is personally known to me and did not take an oath.

Print Name:
Notary Public, State of Florida
My commission expires:

IN WITNESS WHEREOF, the party has executed this Sixth Amendment, by and through its duly authorized representative, on the date below:

Hany Nyrouz:

Hany Nyrouz, an Individual

Print Name: _____

By: _____
Hany Nyrouz

Print Name: _____

Date: _____

STATE OF MASSACHUSETTS

COUNTY OF WORCESTER

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 20__, by Hany Nyrouz, an Individual who is personally known to me or has produced _____ as identification and who did (did not) take an oath.

Print Name:
Notary Public, State of Massachusetts
My commission expires:

IN WITNESS WHEREOF, the party has executed this Sixth Amendment, by and through its duly authorized representative, on the date below:

Carrousel Acres, LLC:

Carrousel Acres, LLC, a Florida limited liability corporation

Print Name: _____

By: _____
Louis Weaver, Managing Member

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 20__, by Louis Weaver, Managing Member of Carrousel Acres, LLC, a Florida limited liability corporation who is personally known to me or has produced _____ as identification and who did (did not) take an oath.

Print Name:
Notary Public, State of Florida
My commission expires:

IN WITNESS WHEREOF, the party has executed this Sixth Amendment, by and through its duly authorized representative, on the date below:

Kellar Development, LLC:

Kellar Development, LLC, a Florida limited liability corporation

Print Name: _____

By: _____
Robert Kellar, Jr, Managing Member

Print Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 20__, by Robert Kellar, Jr, Managing Member of Kellar Development, LLC, a Florida limited liability corporation who is personally known to me or has produced _____ as identification and who did (did not) take an oath.

Print Name:
Notary Public, State of Florida
My commission expires:

IN WITNESS WHEREOF, the party has executed this Sixth Amendment, by and through its duly authorized representative, on the date below:

J. Michael Panczyszyn:

J. Michael Panczyszyn, an Individual

Print Name: _____

By: _____
J. Michael Panczyszyn

Print Name: _____

Date: _____

STATE OF ILLINOIS

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 20__, by J. Michael Panczyszyn, an Individual who is personally known to me or has produced _____ as identification and who did (did not) take an oath.

Print Name:
Notary Public, State of Illinois
My commission expires:

IN WITNESS WHEREOF, the party has executed this Sixth Amendment, by and through its duly authorized representative, on the date below:

A&G Properties, LLC:

A&G Properties, LLC, a Rhode Island limited liability corporation

Print Name: _____

By: _____
Anthony Gargaro, Jr, Managing Member

Print Name: _____

Date: _____

STATE OF RHODE ISLAND

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization e this _____ day of _____, 20__, by Anthony Gargaro Jr, Managing Member of A&G Properties, LLC, a Rhode Island limited liability corporation who is personally known to me or has produced _____ as identification and who did (did not) take an oath.

Print Name:
Notary Public, State of Rhode Island
My commission expires:

IN WITNESS WHEREOF, the party has executed this Sixth Amendment, by and through its duly authorized representative, on the date below:

EDEN GPC Port Orange Owner, LLC :

EDEN GPC Port Orange Owner, LLC , a Florida limited liability corporation

Print Name: _____

By: _____
Jay Jacobson, Managing Member

Print Name: _____

Date: _____

STATE OF FLORIDA

COUNTY OF VOLUSIA

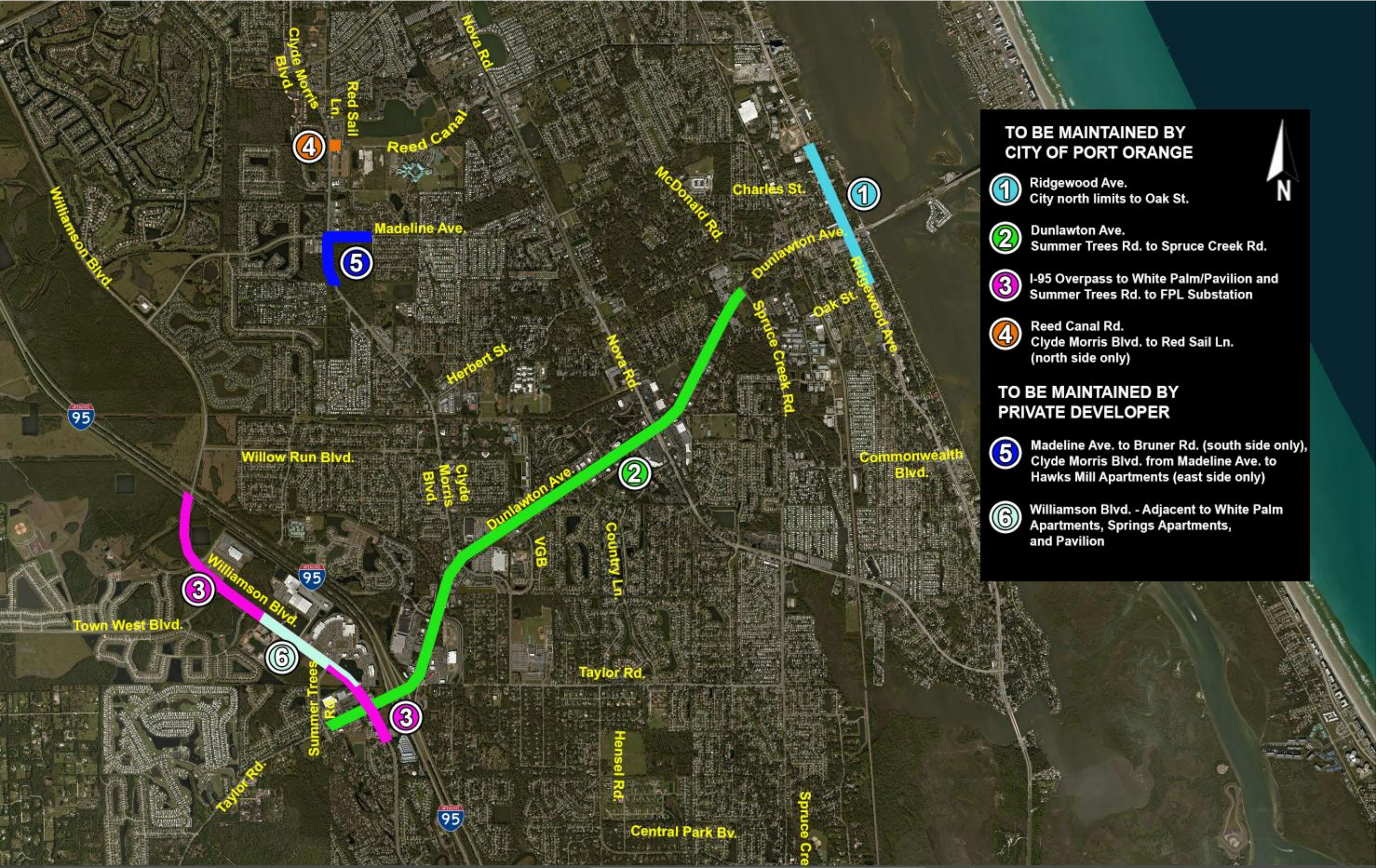
The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this _____ day of _____, 2022, by Jay Jackson, Managing Member of EDEN GPC Port Orange Owner, LLC, a Florida limited liability corporation who is personally known to me or has produced _____ as identification and who did (did not) take an oath.

Print Name:
Notary Public, State of Florida
My commission expires:

EXHIBIT A
LEGAL DESCRIPTION
CRYSTAL LAKE MDA 6th AMENDMENT

LOT 13-1 THROUGH AND INCLUSIVE TO LOT 13-84 FOR A TOTAL OF 84 LOTS OF CRYSTAL LAKE TRACT 3 AS RECORDED IN MAP BOOK 50, PAGES 171 THROUGH 173 AS RECORDED IN VOLUSIA COUNTY PUBLIC RECORDS; TOGETHER WITH LOT 14 OF CRYSTAL LAKE TRACT 2 AS RECORDED IN MAP BOOK 50, PAGES 58 AND 59 AS RECORDED IN VOLUSIA COUNTY PUBLIC RECORDS.

Prepared by:
Upham, Inc.
265 Kenilworth Avenue
Ormond Beach, FL 32174
February 1, 2022





CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/21/2022

SUBJECT: (H16) Second Reading - Ordinance No. 2022-11 - Small-Scale Comprehensive Plan Future Land Use Map Amendment/4085 and 4147 Ridgewood Avenue (Case No. 21-20000002)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2022-11, amending the Comprehensive Plan Future Land Use Map for ± 1.44 acres from *Commercial* to *Mixed-Use Center*, and authorizing staff to send the amendment to the required review agencies.

SUMMARY: Planning Commission Action (4/28/2022): Recommended Approval (Vote 6-0)

The property owners are requesting to change the Future Land Use (FLU) map designation for 1.44 acres at 4085 and 4147 Ridgewood Avenue from Commercial to Mixed-Use Center. The proposed FLU amendment is being processed concurrently with an amendment to the existing Catfish Commons Planned Commercial Development (PCD) Master Development Agreement (MDA) and Conceptual Development Plan (CDP) to add properties to the existing Catfish Commons PCD boundary (Case No. 21-65000002). The two subject properties (4085 and 4147 Ridgewood Avenue) that are part of the FLU amendment are shown in dark blue and the proposed expanded Catfish Commons PCD area is shown in light blue on the location map below. If the FLU Amendment and amendment to the Catfish Commons PCD are approved, the existing commercial use (La Cantina Cocina Mexicana Restaurant) will remain and a new three-story building with a maximum of four (4) residential units above ground floor office/commercial will be built on the subject properties.



The current Commercial FLU designation on the subject properties does not allow a mixture of non-residential and residential uses; therefore, the property owners are requesting to change the FLU designation to Mixed-Use Center to support a proposed three-story mixed-use building. The Mixed-Use Center FLU designation allows a variety of uses, which may include a combination of commercial, office, service, residential, and institutional development. The proposed Mixed-Use Center FLU designation is compatible with the adjacent properties and supports the City's redevelopment goals for the Port Orange Town Center Community Redevelopment Area (CRA) and Ridgewood Corridor.

The FLU amendment results in a net increase in residential units, non-residential square footage, and impacts on public infrastructure based on the required theoretical maximum analysis. Based on the theoretical maximum analysis, all public facilities have adequate capacity to accommodate the proposed amendment. However, the proposed amendment to the Catfish Commons PCD limits the number of residential units that could be developed on the subject properties to four (4) dwelling units and square footage of non-residential uses at $\pm 8,700$ square feet, which is significantly less than the amount of residential units and non-residential square-footage used in the theoretical maximum analysis. There is existing infrastructure such as water, sewer, and roads to support the redevelopment of these properties.

As with all development, the specific site development proposal for the subject property will be subject to concurrency regulations at the time of development, requiring adequate public facilities to be provided or to mitigate their impacts. If approved, the proposed FLU designation will serve as an alternative to the existing single-use, commercial category, and promote the redevelopment of properties that have access to existing infrastructure such as water, sewer, and roads.

The staff report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ord. No. 2022-11 with Exhibit	Ord. No. 2022-11 Small Scall Catfish f.pdf
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2.	Staff Report	Staff Report FLU.pdf
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| Penelope Cruz | Created/Initiated - 6/6/2022 | |

ORDINANCE NO. 2022-11

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, RELATING TO
COMPREHENSIVE PLANNING; AMENDING THE FUTURE
LAND USE MAP OF THE COMPREHENSIVE PLAN;
AMENDING THE FUTURE LAND USE DESIGNATION FOR
±1.44 ACRES FROM COMMERCIAL TO MIXED-
USE CENTER FOR PROPERTY GENERALLY LOCATED
AT 4085 and 4147 RIDGEWOOD AVENUE; PROVIDING
FOR CONFLICTING ORDINANCES, SEVERABILITY AND
AN EFFECTIVE DATE.

WHEREAS, after careful review and a public hearing, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding this proposed amendment to the Comprehensive Plan for the City of Port Orange; and

WHEREAS, the proposed amendment to the Comprehensive Plan directly relates to small scale development activities as provided in Section 163.3187(1)(c), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has received comments and proposals from the general public and held at least one public hearing with regard to the proposed amendment to the Comprehensive Plan; and

WHEREAS, the amendment to the Comprehensive Plan shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida; and

WHEREAS, the City Council hereby declares that the purpose and intent of the proposed amendment to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water, and other resources,

consistent with the public interest; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, fire protection, parks, recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights; and

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

Section 1. For purposes herein, the term “Comprehensive Plan”, shall mean the Comprehensive Plan for the City of Port Orange, consisting of the two (2) volumes entitled “Comprehensive Plan City of Port Orange 2010-2025”, including Binder No. 1, consisting of ten (10) elements, including Future Land Use and Future Land Use Map; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; and Capital Improvements, all as adopted by Ordinance No. 1999-43, as subsequently amended by Ordinances No. 1999-46, 1999-56, 1999-57, 2000-1, 2000-8, 2000-13, 2000-25, 2000-29, 2000-41, 2001-2, 2001-21, 2001-26, 2001-28, 2001-75, 2001-76, 2001-89, 2002-7, 2002-20, 2003-3, 2003-1, 2003-22, 2003-39, 2004-34, 2004-39, 2005-1, 2005-3, 2005-13, 2005-15, 2005-25, 2005-27, 2005-30, 2005-31, 2005-49, 2006-9, 2006-16, 2006-24, 2006-41, 2006-51, 2006-53, 2007-4, 2007-14, 2007-30, 2007-48, 2007-55, 2007-57, 2007-60, 2007-61, 2008-2, 2008-8, 2008-9, 2008-12, 2008-16, 2008-19, 2008-36, 2009-3, 2009-19, 2009-20, 2010-14, 2010-20, 2010-30, 2011-24, 2011-34, 2012-8, 2012-24, 2012,30, 2013-20, 2013-25, 2014-31, 2014-32,

2015-42, 2015-44, 2016-6, 2016-20, 2016-24, 2016-26, 2017-4, 2017-33, 2018-10, 2018-15, 2018-18, 2018-20, 2018-29, 2018-30, 2019-11, 2019-21, 2019-23, 2019-33, 2019-41, 2020-2, 2020-5, 2020-11, 2020-14, 2020-22, 2020-34, 2020-39, 2021-1, 2021-24, 2021-28, 2022-8 and this ordinance.

Section 2. The Future Land Use Map of the Comprehensive Plan is hereby amended from Commercial to Mixed-Use Center as shown on the Map depicted in **Exhibit “A”**, attached hereto and by reference made a part hereof.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

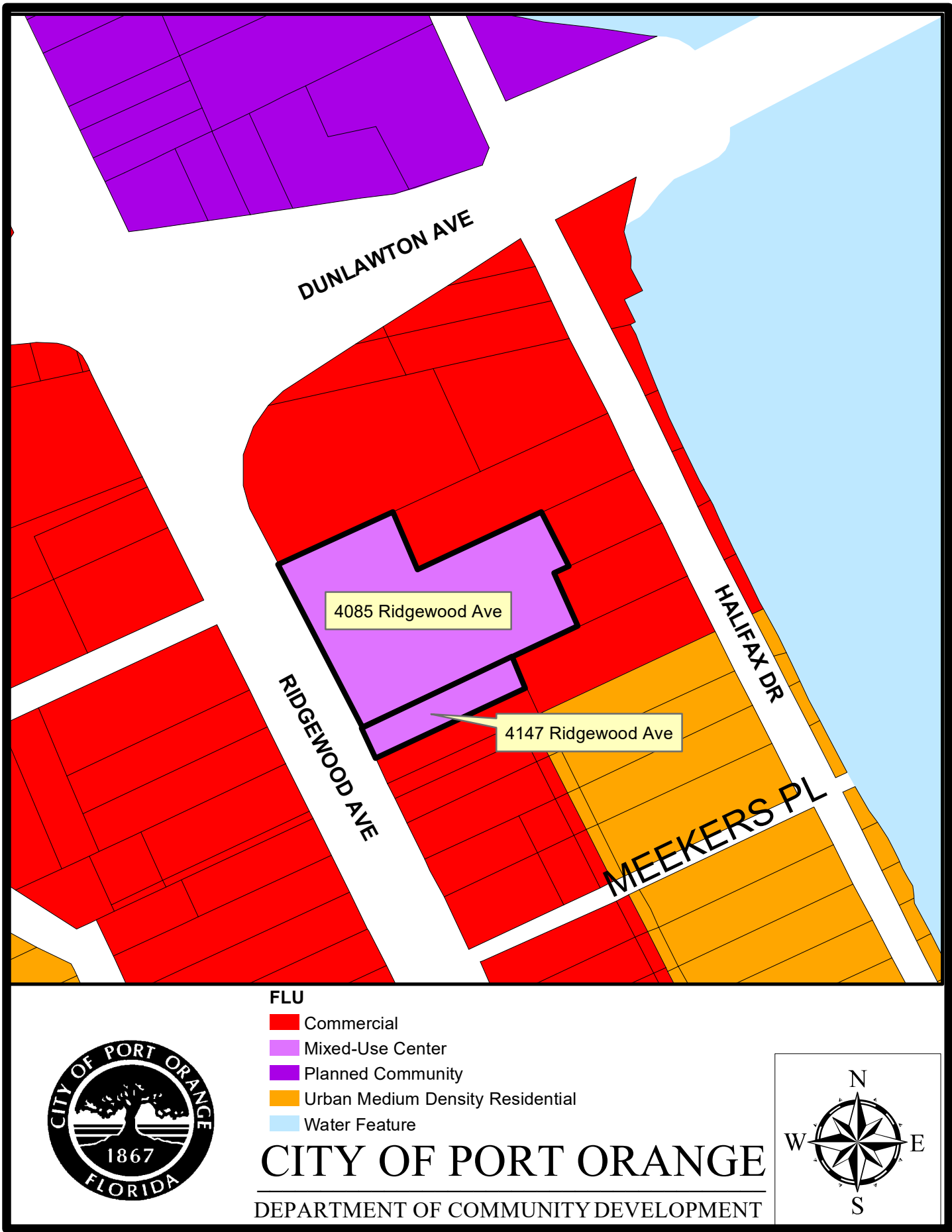
ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

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

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





STAFF REPORT

Small-Scale Future Land Use Map Amendment
4085 and 4147 Ridgewood Avenue
CASE NO. 21-20000002

REQUEST: Amend the Comprehensive Plan Future Land Use (FLU) Map to change the FLU designation for ±1.44 acres from *Commercial* to *Mixed-Use Center*.

LOCATION: 4085 and 4147 Ridgewood Avenue

PROPERTY OWNERS AND APPLICANTS: Brendan and Shannon Galbreath

STAFF CONTACT: Gwen Perney, Principal Planner (386) 506-5673

STAFF RECOMMENDATION: Approval

PLANNING COMMISSION: Recommended Approval 6-0 (April 28, 2022)

CITY COUNCIL: MAY 17, 2022

INTRODUCTION

The property owners are requesting to change the Future Land Use (FLU) map designation for 1.44 acres at 4085 and 4147 Ridgewood Avenue from *Commercial* to *Mixed-Use Center*. The proposed FLU amendment is being processed concurrently with an amendment to the existing Catfish Commons Planned Commercial Development (PCD) Master Development Agreement (MDA) to add properties adjacent to the existing PCD boundary into the PCD (Case No. 21-65000002). If the FLU Amendment and amendment to the Catfish Commons PCD are approved, the existing commercial use (*La Cantina Cocina Mexicana Restaurant*) and a new three-story building with four (4) residential units above ground floor office/commercial will be built on the subject properties. The two subject properties are shown in dark blue in the location map in Figure 1. The overall proposed Catfish Commons PCD area is shown in light blue.

Figure 1. Location Map



Map created by the City of Port Orange Community Development Department

PROPOSED AMENDMENT

Concurrent with the FLU amendment, the property owners are requesting to amend the Catfish Commons PCD to provide the framework to redevelop the property at the corner of Ridgewood Avenue and Dunlawton Avenue with a multi-tenant building that includes a drive-thru restaurant, a 3-story mixed-use (residential/office/commercial) building south of the La Cantina Cocina restaurant, a 12-slip marina with on-street parking along Halifax Drive, and maintain the current parking lot layout and building location for the Aunt Catfish's on the River restaurant. The request to change the FLU designation for the 1.44 acres from *Commercial* to *Mixed-Use Center* FLU designation is to allow for the inclusion of residential units within the PCD.

The purpose of the *Mixed-Use Center* category is to serve as an alternative to single-use FLU designations. The *Mixed-Use Center* FLU designation allows for a variety of uses, which may include a combination of commercial, office, service, residential, and institutional development, and is focused on a point of high activity, such as an intersection of collector or higher-classified roads. The applicants are requesting the *Mixed-Use Center* designation for the subject properties to support the development of a 3-story mixed-use (residential/office/commercial) building at the south end of the subject property, which is not permitted in the City's single-use FLU designations.

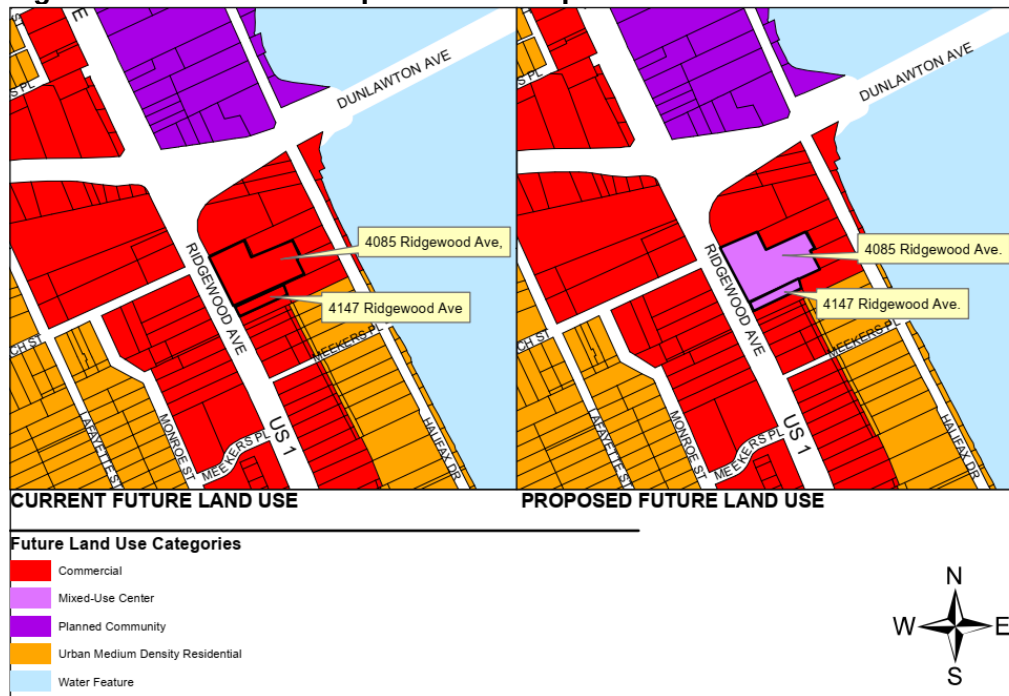
PROPERTY OVERVIEW

The following will examine the proposed amendment and the impacts of the proposed amendment. The properties are located along the Ridgewood Corridor and within the Port Orange Town Center Redevelopment Area (CRA). The surrounding existing land uses, Future Land Use designations, and Zoning classifications are identified in Table 1.

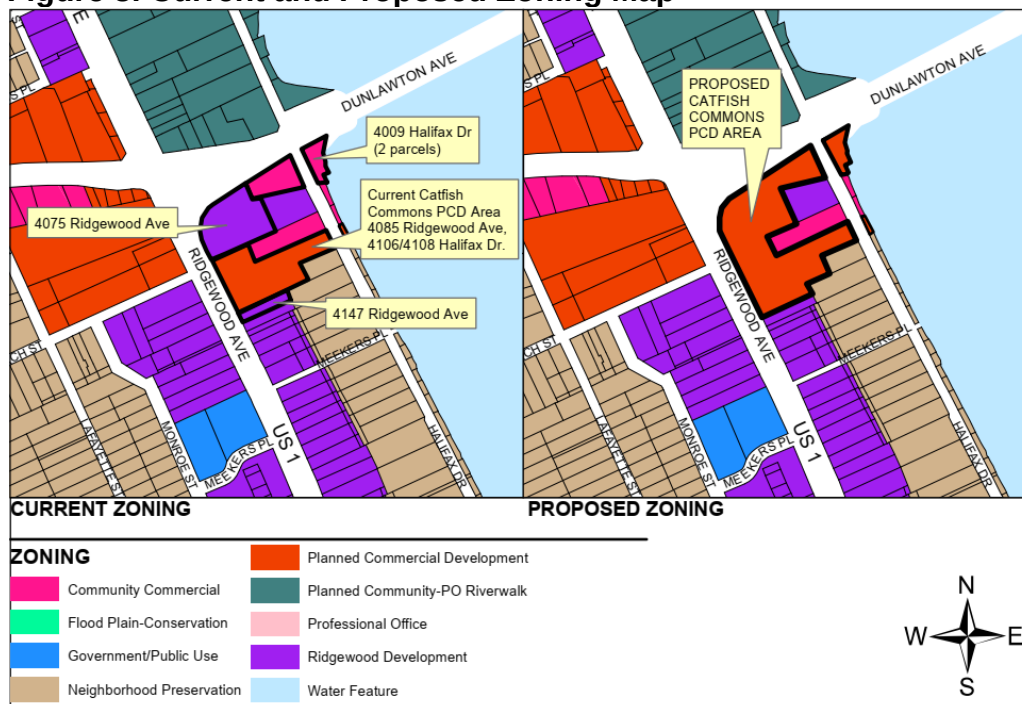
Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Vacant Commercial and Maloney Funeral Home	<i>Commercial</i>	Ridgewood Development (RD) and Community Commercial (CC)
South	Vacant Commercial	<i>Commercial</i>	Ridgewood Development (RD)
East	Maloney Funeral Home and Single-family Residential	<i>Commercial</i>	Community Commercial (CC), Planned Commercial Development (Catfish Commons PCD), and Neighborhood Preservation (NP)
West	Commercial	<i>Commercial</i>	Ridgewood Development (RD)

The current adopted and proposed FLU designation for the subject properties and adjacent properties are identified in Figure 2.

Figure 2. Current and Proposed FLU Map

The current and proposed zoning districts for the subject properties and adjacent properties are identified in Figure 3. The applicants submitted a PCD rezoning application that is being concurrently reviewed with the proposed FLU amendment to rezone the subject property at 4147 Ridgewood Avenue from Ridgewood Development (RD) to Planned Commercial Development (PCD) (Case No. 21-65000002). The property at 4085 Ridgewood Avenue was previously established as a property within the PCD area.

Figure 3. Current and Proposed Zoning Map

The following tables identify the current adopted and proposed FLU designations by acreage (Table 2) and maximum allowable density/intensity (Table 3).

Table 2. Current & Proposed Future Land Uses – Acreage by Category

FLU Designation	Current FLU (acres)	Proposed FLU (acres)	Net Change in FLU (acres)
<i>Commercial</i>	1.44	0	-1.44
<i>Mixed Use Center</i>	0	1.44	+1.44
Total Acreage	1.44	1.44	0

The maximum residential density allowed in the *Mixed-Use Center* designation is 16 dwelling units per gross acre. The maximum Floor Area Ratio (FAR) for non-residential uses allowed in this category is 1.5. The allowable distribution of uses within a mixed-use center is within the following ranges, with the cumulative mixture of percentages equaling 100%:

- commercial (not including office) 50%-90%
- office 10% - 90%
- residential 0% - 50%
- institutional 0% - 35%

If approved, the proposed FLU designation will serve as an alternative to the single-use, commercial category, and promote the redevelopment of properties that have access to existing infrastructure such as water, sewer, and roads.

Table 3. Current & Proposed Future Land Uses – Density/Intensity by Category

	Current FLU	Proposed FLU	Net Change in FLU
	[Theoretical Maximum Density (units)/Intensity (sq. ft.)]		
<i>Commercial</i> (0.5 FAR for Community node)	31,364 sq. ft. commercial	0	+31,364 sq. ft. commercial
<i>Mixed-Use Center Scenario #1</i> 50% Residential (16 units/acre)/50% Commercial (1.5 FAR*)	0 Units 0 sq.ft.	11 units 47,045 sq. ft. commercial	+ 11 units +47,045 sq. ft. commercial
<i>Mixed-Use Center Scenario #2</i> 90% Commercial (1.5 FAR)/10% office (1.5 FAR)	0 sq.ft.	84,681 sq. ft. commercial 9,409 sq. ft. office	+84,681 sq. ft. commercial + 9,409 sq. ft. office
TOTAL	Scenario #1: 0 units 31,364 sq. ft.	Scenario #1: 11 units 47,045 sq. ft.	Scenario #1: +11 units +15,681 sq. ft.
	Scenario #2: 31,364 sq. ft.	Scenario #2: 94,090 sq. ft.	Scenario #2: + 62,726 sq. ft.

* The floor area ratio (FAR) is the relationship between the total amount of building floor area and the total area of the lot on which the building stands.

INFRASTRUCTURE IMPACT ASSESSMENT

In accordance with standard practice from the Florida Department of Economic Opportunity (DEO) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the theoretical maximum development potential under the current future land use designation versus the designation proposed. The following seven public facilities and services were examined:

- | | |
|-------------------|------------------------|
| 1. Transportation | 5. Stormwater Drainage |
| 2. Sanitary Sewer | 6. Recreation |
| 3. Potable Water | 7. Schools |
| 4. Solid Waste | |

Table 4. Impact Analysis (Theoretical Maximum)

Development Variable	Current Land Use	Proposed Land Use		Proposed Catfish Commons PCD	Net Change		Proposed Catfish Commons PCD
	100% Commercial (0.5 FAR)	Scenario 1 (50% Residential/ 50% Commercial)	Scenario 2 (90% Commercial/ 10% Office)		Scenario 1 (50% Residential/ 50% Commercial)	Scenario 2 (90% Commercial/ 10% Office)	
Residential Units	0	11	0	4	+11	0	+4
Non-residential Buildable Sq. Ft.	31,364	47,045	94,090	8,700	+15,681	+62,726	-22,664
Population ¹	0	26	0	10	+26	0	+10
PM Peak Hour Trips/Daily Trips ²	117/1,340	182/2,082	356/3,956	35/399	+65/+742	+239/+2,616	-82/-941
Sanitary Sewer (gallons/ day) ³	3,137	6,465	9,409	1,510	+3,328	+6,272	-1,627
Potable Water (gallons/ day) ⁴	3,137	6,685	9,409	1,590	+3,548	+6,272	-1,547
Solid Waste (lbs./day) ⁵	314	555	941	120	+241	+627	-194
Stormwater Drainage ⁶	n/a	n/a	n/a	n/a	n/a	n/a	n/a
Recreation/ Open Space (acres) ⁷	0	0.18	0	+0.07	+0.18	0	+0.07

Notes:

- Population: 2.39 persons per household (per 2019 Census American Community Survey ACS 5-Year Estimates)
- Transportation: Multi-family Apartments (220) 0.62 PM peak hour trips per unit and 6.65 daily trips per unit; Shopping Center (820) trips per 1000 sq. ft. - 3.71 PM Peak Hour; 42.70 Average Daily; Medical Office (720) trips per 1000 sq. ft. - 4.27 PM Peak Hour, 36.13 Average Daily; ITE Trip Generation Manual, 10th Edition
- Sanitary Sewer: 160 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development

4. Potable Water: 180 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
5. Solid Waste: 3.21 pounds per person per day; 10 lbs. per 1,000 square feet of non-residential development per day
6. Stormwater Drainage: LOS standard = 25-year, 24-hour event; Drainage system will be designed to meet the requirements of the Land Development Code
7. Rec. & Open Space: 7 acres/1,000 persons (0.007 acres/person)

Overall, the amendment results in a net increase in residential units, non-residential square footage, and impacts to public infrastructure based on the theoretical maximum analysis. However, all public facilities have adequate capacity to accommodate the proposed amendment. The proposed amendment to the Catfish Commons PCD limits the number of residential units that could be developed on the subject property to four dwelling units and square footage of non-residential development at $\pm 8,700$ square feet, which is significantly less than the theoretical maximum allowance required to be analyzed.

As with all development, the specific site development proposal for the subject property will be subject to concurrency regulations at the time of development, requiring adequate public facilities to be provided or to mitigate their impacts.

TRANSPORTATION

As indicated in the Impact Analysis (Table 4), there is an increase in the number of daily trips and P.M. peak hour trips from the current *Commercial* FLU to the proposed *Mixed-Use Center* FLU designation based on the theoretical maximum analysis. Based on the ITE Trip Generation Manual, 10th Edition, the proposed FLU designation could generate a theoretical maximum 356 P.M. peak hour trips, and 3,956 daily trips. As show below in Table 5, there is capacity on the adjacent roadways.

Table 5. Roadway Capacity

Road	Location	Volume	Capacity	V/C	Remaining Capacity
Ridgewood Avenue	North of Dunlawton Ave.	25,000	39,800	0.63	37%
Ridgewood Avenue	Dunlawton Ave. to Oak Street	21,000	39,800	0.53	47%
Dunlawton Avenue	West of Ridgewood	25,500	39,800	0.64	36%
Dunlawton Avenue	Ridgewood Ave. to Spruce Creek Rd.	26,500	39,800	0.67	33%

Source: 2019 Volusia County Traffic Engineering.

As previously mentioned, in conjunction with the FLU amendment, an amendment to the Catfish Commons PCD is being processed by a separate application to limit development on these properties to four (4) residential units and $\pm 8,700$ square feet of non-residential square footage. Based on the ITE Trip Generation Manual, 10th Edition, the development of these properties according to the proposed PCD amendment is anticipated to generate only 35 P.M. peak hour trips, and 399 daily trips. The proposed development will provide

pedestrian connections to link to the other properties within the PCD. The property is also located along the VOTRAN bus route.

As with all development, the specific site development proposal for the subject property will be subject to concurrency regulations at the time of development, requiring adequate transportation facilities to be provided or to mitigate their impacts.

SANITARY SEWER

The City has available sewer capacity to accommodate the proposed FLU amendment. The City's adopted LOS standard is 160 gallons per day per Equivalent Residential Unit (ERU) and 1/10 gallon per square foot per day of commercial, industrial, or institutional development. Using these standards, the proposed land use would theoretically generate 9,409 gallons per day (gpd) of wastewater. This is a net increase of 6,272 gpd between the current and proposed FLU designations.

POTABLE WATER

The City has available potable water capacity (well and Consumptive Use Permit) to serve the proposed FLU amendment. The City's adopted LOS standard is 180 gallons per day per ERU and 1/10 gallon per square foot per day of non-residential development. Using these standards, the proposed land use would theoretically demand 9,409 gallons of potable water per day. This is a net increase of 6,272 gpd in demand between the current and proposed FLU designations.

SOLID WASTE COLLECTION

There is available capacity at the landfill to address the City's solid waste disposal needs. The City's adopted LOS standard for solid waste is 3.21 pounds per person per day and 10 lbs. per 1,000 square feet of non-residential development per day. Using this standard, the proposed FLU designation would generate approximately 941 pounds per day of solid waste based on the theoretical maximum development analysis. This is a net increase of 627 pounds of solid waste between the current and proposed FLU. Solid waste generated within the City of Port Orange is delivered to the Volusia County landfill, a 3,000-acre Class I landfill with a projected life span to the year 2050.

STORMWATER DRAINAGE

There is no anticipated impact to the City's drainage system from the proposed land use. Stormwater management in the City of Port Orange deals with both quality and quantity. The City's adopted LOS standard for stormwater is the 25-year, 24-hour storm event. More specifically, the stormwater facilities must be capable of treating and conveying the runoff from such a storm without causing flooding of adjacent properties or polluting any receiving water bodies. In addition, the Comprehensive Plan and Land Development Code require that there be no net loss of stormwater retention function as a result of development. In other words, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. Any future redevelopment of the property will be required to address stormwater retention on the property in accordance with these City standards. The proposed Concept Plan for the development shows an additional retention area to the east of the proposed office and residential building.

RECREATION AND OPEN SPACE

There is available capacity at existing park facilities to accommodate the proposed FLU amendment. The proposed FLU designation would require 0.18-acres of parkland. According to the City's 2021 Concurrency Management Report, the city has an excess of 27.8 acres of parkland, so no additional parkland is needed.

SCHOOLS

Pursuant to the Volusia County School District criteria, the School Board issued a letter of exemption for a finding of adequate capacity for the proposed four residential units proposed in the Catfish Commons PCD, as the proposed development is below the threshold for requiring school concurrency review. If additional dwelling units are proposed in the future, the Volusia County School Board will require additional concurrency review.

REVIEW CRITERIA AND STAFF FINDINGS

1. *The land use proposal is consistent with the goals, objectives, and policies of the adopted Port Orange Comprehensive Plan.*

Staff finding: The proposed FLU amendment is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan. The proposed FLU designation is compatible with adjacent parcels. Adequate capacity exists for potable water, sewer, schools, recreation, and stormwater, and solid waste. As with all development, the specific site development proposals for the subject property will be subject to concurrency regulations requiring adequate public facilities to be provided to mitigate the impacts.

2. *Amendments shall not result in incompatible land use designations for adjacent parcels or a neighborhood. Compatibility shall be determined by scale of development, intensity, density, and type of use, and the juxtaposition of uses.*

Staff finding: The proposed FLU amendment is compatible with the adjacent properties (see Table 1 – page 2). Compatibility is defined in the Comprehensive Plan as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is unduly negatively impacted by the other.

The subject property meets the locational criteria for *Mixed-Use Center*, being located near the intersection of two arterial roadways (Dunlawton Avenue and Ridgewood Avenue) that have pedestrian access and bus service and being part of the Ridgewood/Dunlawton Community Commercial Node. The subject properties are also adjacent to an undeveloped commercial property to the north, developed commercial properties to the south and west, and residential properties to the east. The proposed amendment is also consistent with the City's redevelopment goals.

Any future development on the subject properties will be required to comply with all LDC requirements, including those pertaining to roadway landscape buffers and

screening between the subject property and the existing residential properties to the east.

3. *An amendment shall not result in negative economic, social, or other impacts to the City of Port Orange.*

Staff finding: All public facilities have adequate capacity to accommodate the proposed amendment and therefore there are no negative impacts. The detailed use-specific concurrency analysis will be conducted as part of any future development of the site requiring adequate public facilities to be provided to mitigate impacts.

4. *Whether the amendment increases the clearance time for evacuation of the population in the Hurricane Vulnerability Zone above twelve hours.*

Staff finding: The subject property is located within the Hurricane Vulnerability Zone; however, based on the theoretical maximum trip generation in Table 4 and adjacent roadway capacity in Table 5, the proposed FLU Amendment would not increase evacuation times within the Hurricane Vulnerability Zone above twelve hours.

5. *Whether the amendment discourages the proliferation of urban sprawl.*

Staff finding: The proposed amendment will not encourage sprawl. The proposed amendment will support the redevelopment of an infill property that has access to existing infrastructure such as water, sewer, and roads.

PUBLIC NOTICE

On October 15, 2021, staff posted the property notifying the public of the proposed amendment. The proposed amendment has also been advertised in the *News-Journal* pursuant to Florida Statutes. As of the time this agenda item was prepared, staff has received one general inquiry phone call regarding the proposed amendment. There were no concerns from the caller with the proposed change in FLU.

STAFF RECOMMENDATION

Staff recommends approval of the request to change the Future Land Use designation of approximately ±1.44 acres of land from *Commercial* to *Mixed-Use Center*, and authorization for staff to send the amendment to the required review agencies.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/21/2022

SUBJECT: (H17) Second Reading - Ordinance No. 2022-12 - Rezoning and Restatement of the Master Development Agreement (MDA) and Conceptual Development Plan (CDP) for the Catfish Commons Planned Commercial Development (Case No. 21-65000002)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life
4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2022-12, rezoning approximately ± 1.88 acres from Ridgewood Development (RD) and Community Commercial (CC) to Catfish Commons Planned Commercial Development (PCD) and approval of the Restatement to the Catfish Commons PCD Master Development Agreement (MDA) and Conceptual Development Plan (CDP), subject to approval of the policy issues.

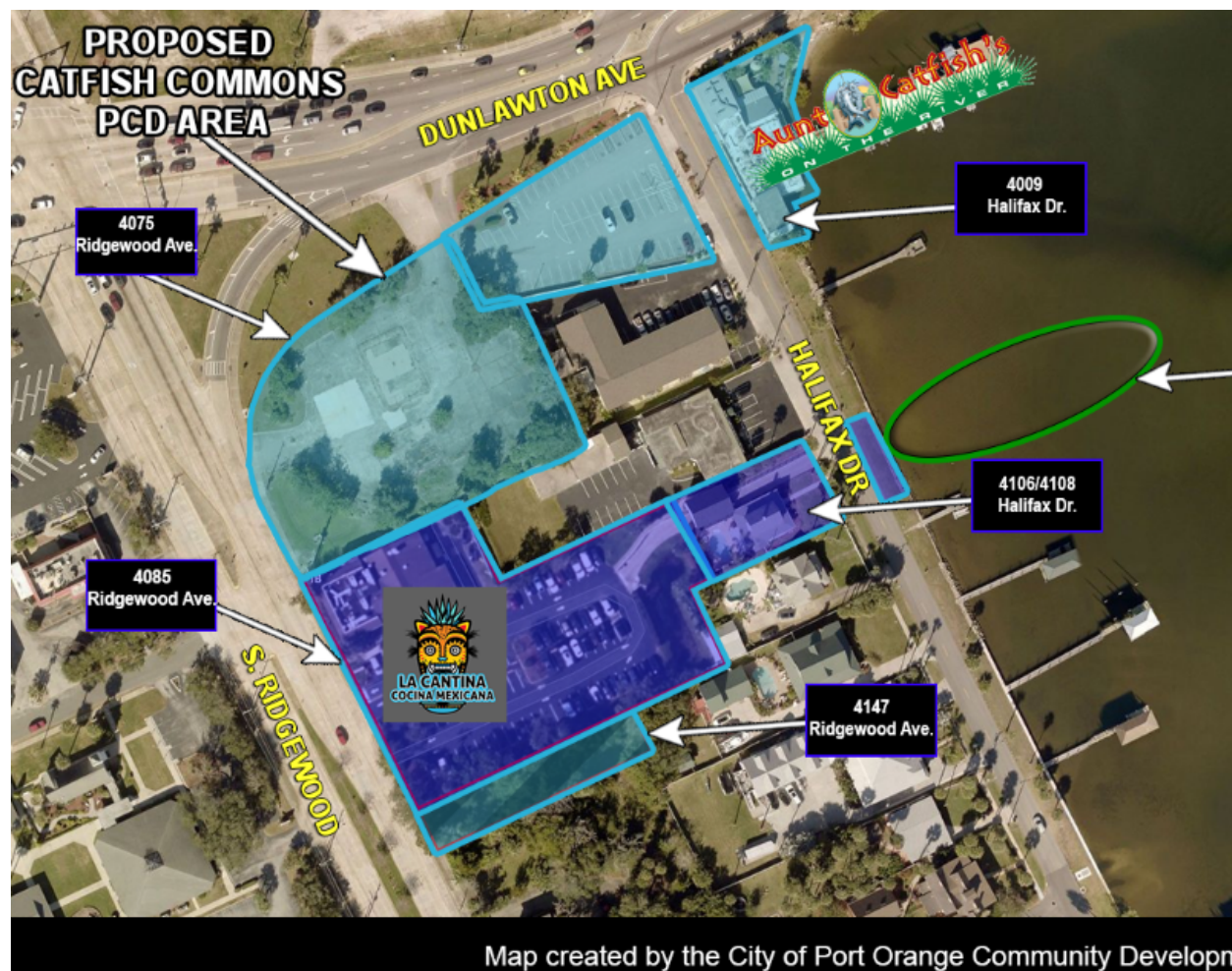
SUMMARY: Planning Commission Action (04/28/22): Recommended Approval (Vote 6-0)

The property owners/applicants are requesting to rezone ± 1.88 acres from Ridgewood Development (RD) and Community Commercial (CC) to Catfish Commons Planned Commercial Development (PCD) to add the ± 1.88 acres into the existing Catfish Commons Planned Commercial Development (PCD), along with the approval of the Restated Catfish Commons PCD Master Development Agreement (MDA) and Conceptual Development Plan (CDP). If approved, the overall area of the PCD would expand to ± 3.40 acres and the Restated MDA and CDP would provide the framework for development within the expanded PCD. The PCD property is generally located on the east side of Ridgewood Avenue, south of Dunlawton Avenue.

The proposed Restated Catfish Commons Master Development Agreement (MDA) and Conceptual Development Plan (CDP) would establish the following:

- 1) Framework to develop a multi-tenant commercial building with a drive-thru at the northwest corner (4075 Ridgewood Avenue) of the PCD;
- 2) Framework to develop a three-story mixed-use building with 4 residential units above ground floor office and retail, at the southwest corner (4147 Ridgewood Avenue) of the PCD;
- 3) Add the Aunt Catfish's on the River restaurant property at 4009 Halifax Drive and its associated parking lot located west of the restaurant into the PCD area;
- 4) Framework to develop a 12-slip marina at 4108 Halifax Drive; and

5) Maintain the existing development requirements and standards set forth in the current Catfish Commons MDA and CDP for the properties at 4085 Ridgewood Avenue (La Cantina Cocina Mexicana restaurant) and 4106/4108 Halifax Drive (single-family residence and garage apartment) and apply these requirements and standards to the properties being added to the PCD.



The properties proposed to be added to the PCD area currently have commercial zoning. Rezoning the properties to PCD and approving the Restated MDA and CDP will provide the applicants with the ability to construct a cohesive development that utilizes existing infrastructure on the developed properties including buildings, parking, driveways, and utilities and provides opportunities for new development within the PCD. According to the property owners, expanding the PCD and Restating the MDA and CDP is an indication of their commitment to continue to maintain and improve their property within the Port Orange Town Center CRA.

There are six (6) policy issues associated with the proposed Restated MDA and CDP that are further discussed in the staff report:

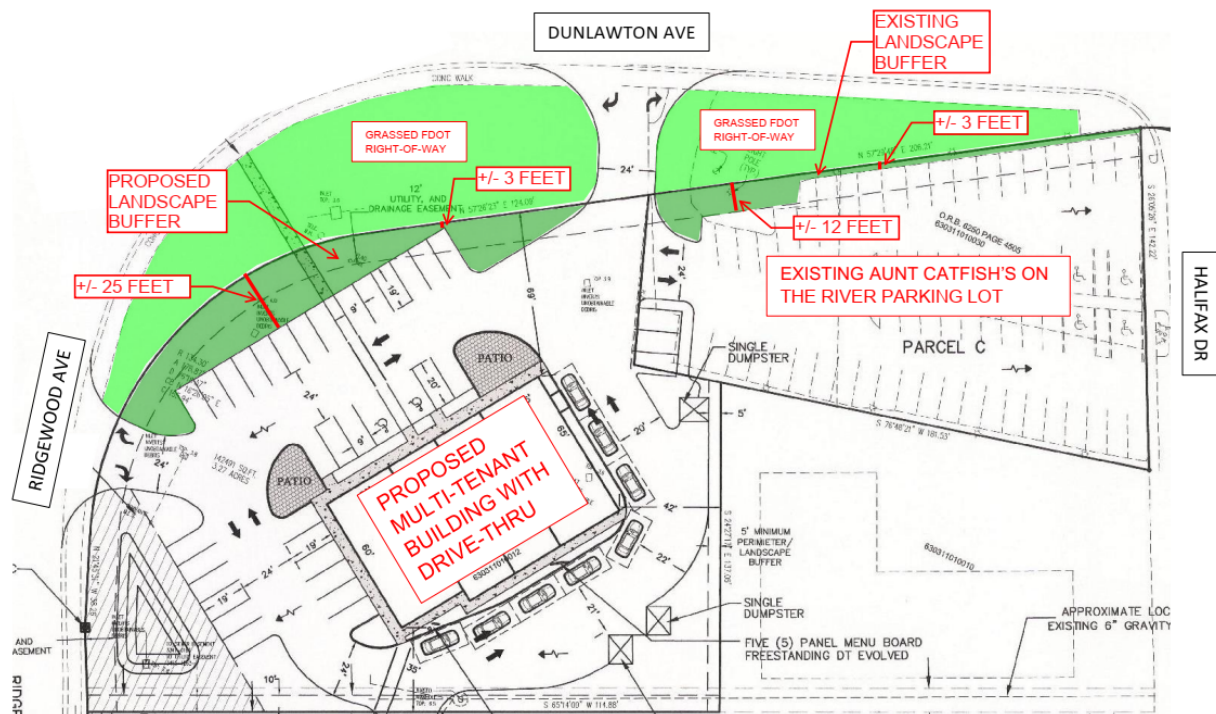
1. Allow one (1) drive-thru for the proposed multi-tenant building at 4075 Ridgewood Avenue. The property is located within the Ridgewood Overlay District (ROD) and a drive-thru is only permitted if approved by City Council as part of a PCD. There are no other drive-thrus proposed in the PCD. The drive-thru shown on the CDP complies with

the width, stacking, and screening requirements in the LDC.

2. Add "marina" to the list of permitted uses for 4108 Halifax Drive. The list of permitted commercial uses in the current MDA for this property is limited to ensure compatibility with the adjacent properties along Halifax Drive. Prior to being rezoned to PCD in 2012, the property was zoned Community Commercial (CC) and the CC zoning district allowed the "marina" use as a Special Exception Use. As part of the Restatement, the applicants are proposing to add "marina" to the list of uses allowed at 4108 Halifax Drive in lieu of stating all uses allowed in the CC zoning district apply to this property and having to process a special exception when the time comes to develop the marina. The proposed property and location for the marina complies with the special exception criteria in the LDC and the MDA states the marina will be required to meet all other development requirements in the LDC.

3. Establish the current building setbacks for the Aunt Catfish's on the River restaurant as the required building setbacks for the property where the restaurant is located. The applicants are proposing to maintain the existing restaurant in its current location, but want to ensure that in the event the building is destroyed it could be built back in its current location. According to the LDC, the building setbacks in a PCD should be similar to the zoning district most similar to that portion of the PCD. The two similar zoning districts would be the Ridgewood Development (RD) and Community Commercial (CC) zoning districts and the setbacks for these districts would not allow the restaurant to be rebuilt in its current location.

4. Allow a varied width landscape buffer along Dunlawton Avenue ranging in width from 3' to 25'. Currently, the LDC requires a 20' landscape buffer along Dunlawton Avenue. The applicants are requesting a reduced landscape buffer along Dunlawton Avenue to maintain the existing parking area for the Aunt Catfish's on the River restaurant, and to provide an adequate parking area for the proposed multi-tenant building at the corner of Ridgewood Avenue and Dunlawton Avenue (4075 Ridgewood Avenue). According to the applicants, the property at 4075 Ridgewood Avenue has a unique site condition with the right-of-way line being +/- 10 to +/- 60 feet further from the roadway than other commercial properties along Dunlawton Avenue due to the design of the Dunlawton Avenue and Ridgewood Avenue intersection. The applicants are proposing to provide the required number of landscape plantings for a 20-foot landscape buffer within the proposed buffer area for 4075 Ridgewood Avenue and maintain the existing buffer in front of the Aunt Catfish's on the River restaurant parking lot.



5. Allow five (5) on-street parking spaces along the east side of the Halifax Drive right-of-way. The LDC does not permit parking spaces to back directly onto a right-of-way. Therefore, allowing parking spaces along Halifax Drive is a policy issue. The property owners are proposing on-street parking to serve the future marina at 4108 Halifax Drive. Halifax Drive is a local, two-lane road with a posted speed limit of 25 MPH. The proposed parking spaces will be angled and accessed from the northbound lane of Halifax Drive. According to the applicants, the parking spaces along Halifax Drive are intended to be used by visitors to the marina at 4108 Halifax Drive and are not anticipated to be high-turnover spaces where vehicles are continuously accessing and exiting, but rather, vehicles parking for an extended period of time. According to the MDA, the parking spaces will meet all other minimum requirements in the LDC.
6. Allow off-site signage for businesses within the PCD to be located throughout the PCD. Currently, the LDC does not allow off-site signage. The property owners are requesting to allow off-site signage (directional signage or tenant panels) for any of the businesses within the PCD to be located throughout the PCD. There are six (6) separate properties that make up the PCD but these properties will be connected through internal cross-access drives or shared facilities and function as one unified site. According to the MDA, all proposed signage in the PCD will meet the minimum requirements in the LDC in terms of square footage, height, number of tenant panels, and architectural design. Therefore, the only deviation from the LDC is to allow off-site signage on the properties that make up the PCD.

A Future Land Use (FLU) Amendment (Case No. 21-20000002) is being processed concurrently with the rezoning application to change the FLU designation at 4085 and 4147 Ridgewood Avenue from Commercial to Mixed-Use Center to allow for the development of a three-story mixed-use building with 4 residential units above ground floor office and retail. The PCD is compatible with the current Commercial FLU designation and the Mixed-Use Center FLU designation.

The staff report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ord. No. 2022-12 with Exhibits	Ord. No. 2022-12 - Rezone MDA & CDP Catfish Commons.pdf
2.	Staff Report	Staff Report.pdf

Penelope Cruz
Robin Fenwick

Created/Initiated - 6/6/2022
Final Approval - 6/6/2022

ORDINANCE NO. 2022-12

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, REZONING PROPERTY
CONSISTING OF APPROXIMATELY ±1.88 ACRES FROM
RIDGEWOOD DEVELOPMENT (RD) AND COMMUNITY
COMMERCIAL (CC) TO CATFISH COMMONS PLANNED
COMMERCIAL DEVELOPMENT (PCD); APPROVING THE
RE-STATED CATFISH COMMONS PLANNED COMMERCIAL
DEVELOPMENT MASTER DEVELOPMENT AGREEMENT
AND CONCEPTUAL DEVELOPMENT PLAN; PROVIDING
FOR REPEAL OF CONFLICTING ORDINANCES;
PROVIDING FOR SEVERABILITY; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, the property owner has requested the rezoning of the property consisting of approximately ±1.88 acres from Ridgewood Development (RD) and Community Commercial (CC) to Catfish Commons Planned Commercial Development (PCD); and

WHEREAS, the City and Developer desire to enter into the Re-Stated Catfish Commons Planned Commercial Development Master Development Agreement (“MDA”) and Conceptual Development Plan (“CDP”); and

WHEREAS, the Developer submitted a request to the Planning Commission to approve the Re-Stated Catfish Commons Planned Commercial Development Master Development Agreement (“MDA”) and Conceptual Development Plan (“CDP”); and

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

WHEREAS, the Planning Commission has by majority vote recommended approval of the proposed Re-Stated Catfish Commons Planned Commercial Development Master Development Agreement (“MDA”) and Conceptual Development Plan (“CDP”); and

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

Section 1. The City Council of the City of Port Orange does hereby rezone the property consisting of approximately ± 1.88 acres from Ridgewood Development (RD) and Community Commercial (CC) to Catfish Commons Planned Commercial Development (PCD) located on the east side of Ridgewood Avenue, south of Dunlawton Avenue, attached hereto as **Exhibit “1”** and made a part hereof by reference.

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

Section 3. The City Council of the City of Port Orange does hereby approve the Re-Stated Catfish Commons Planned Commercial Development Master Development Agreement (“MDA”) and Conceptual Development Plan (“CDP”), attached hereto as **Exhibit “3”**.

Section 4. The Mayor and City Clerk are hereby authorized to execute said MDA.

Section 5. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 6. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or

applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 7. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of _____, 2022

Passed and adopted on second and final reading on the day of _____,
2022

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

Exhibit 1

Legal Description

5 Parcels Combined West of Halifax Drive

ALL OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6250 PAGE 4505,
AND ALL OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 8057 PAGE 4666,
AND ALL OF THE LAND LYING WESTERLY OF THE WEST RIGHT OF WAY LINE OF HALIFAX DRIVE,
DESCRIBED IN OFFICIAL RECORDS BOOK 6928 PAGE 1511,
AND ALL OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6598 PAGE 1462, AND ALL OF THE LAND DESCRIBED IN
OFFICIAL RECORDS BOOK 7781 PAGE 4878,

ALL FIVE PARCELS BEING MORE FULLY DESCRIBED AS:

BEGIN AT THE NORTHEAST CORNER OF SAID OFFICIAL RECORDS BOOK 6250 PAGE 4505, THENCE, THE FOLLOWING

THENCE S 26°05'26" E A DISTANCE OF 142.22 FEET;

THENCE S 76°48'21" W A DISTANCE OF 181.53 FEET;

THENCE S 24°27'17" E A DISTANCE OF 137.06 FEET;

THENCE S 65°14'09" W A DISTANCE OF 114.88 FEET;

THENCE S 25°41'31" E A DISTANCE OF 79.77 FEET;

THENCE N 65°15'37" E A DISTANCE OF 296.71 FEET;

THENCE S 26°20'47" E A DISTANCE OF 75.00 FEET;

THENCE S 65°18'12" W A DISTANCE OF 152.63 FEET;

THENCE S 25°41'50" E A DISTANCE OF 70.23 FEET;

THENCE S 65°14'55" W A DISTANCE OF 96.58 FEET;

THENCE S 26°19'51" E A DISTANCE OF 39.95 FEET;

THENCE S 65°25'49" W A DISTANCE OF 191.93 FEET;

THENCE ALONG A NON-TANGENT CURVE CONCAVE SOUTHEAST, HAVING AN ARC LENGTH OF 44.55 FEET, A RADIUS OF 11509.20 FEET, A DELTA ANGLE OF 00°13'18", AND A CHORD BEARING OF N 26° 30'15" W, CHORD LENGTH OF 44.55 FEET,

THENCE N 26°36'54" W A DISTANCE OF 254.92 FEET;

THENCE N 21°45'31" W A DISTANCE OF 38.26 FEET;

THENCE ALONG A NON-TANGENT CURVE CONCAVE SOUTHEAST, HAVING AN ARC LENGTH OF 178.87 FEET, A RADIUS OF 134.30 FEET, A DELTA ANGLE OF 76°18'37", AND A CHORD BEARING OF N 16°26'05" E, CHORD LENGTH OF 165.94 FEET,

THENCE N 57°26'23" E A DISTANCE OF 124.09 FEET;

THENCE N 57°29'48" E A DISTANCE OF 206.21 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 142,491 SQUARE FEET, 3.27 ACRES

4108 Halifax Drive Upland Parcel East of Halifax Drive

ALL OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 6928, PAGE 1511, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING EASTERLY OF HALIFAX DRIVE, A 40 FOOT WIDE ROAD PER DEEDS, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTH LINE OF SAID OFFICIAL RECORD BOOK 6928, PAGE 1511, AND THE EASTERLY LINE OF SAID HALIFAX DRIVE;

THENCE N 65°15'37" E ALONG SAID NORTH LINE OF OFFICIAL RECORD BOOK 6928, PAGE 1511, A DISTANCE OF 12.98 FEET;

THENCE S 25°24'07" E ALONG THE EAST FACE OF AN EXISTING CONCRETE SEAWALL, A DISTANCE OF 75.01 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID OFFICIAL RECORD BOOK 6928, PAGE 1511;

THENCE S 65°18'12" W ALONG SAID SOUTH LINE OF OFFICIAL RECORDS BOOK 6928, PAGE 1511, A DISTANCE OF 11.74 FEET TO AN INTERSECTION WITH SAID EAST LINE OF HALIFAX DRIVE ;

THENCE N 26°20'47" W ALONG SAID EAST LINE OF HALIFAX DRIVE. A DISTANCE OF 75.03 FEET TO THE POINT OF BEGINNING.

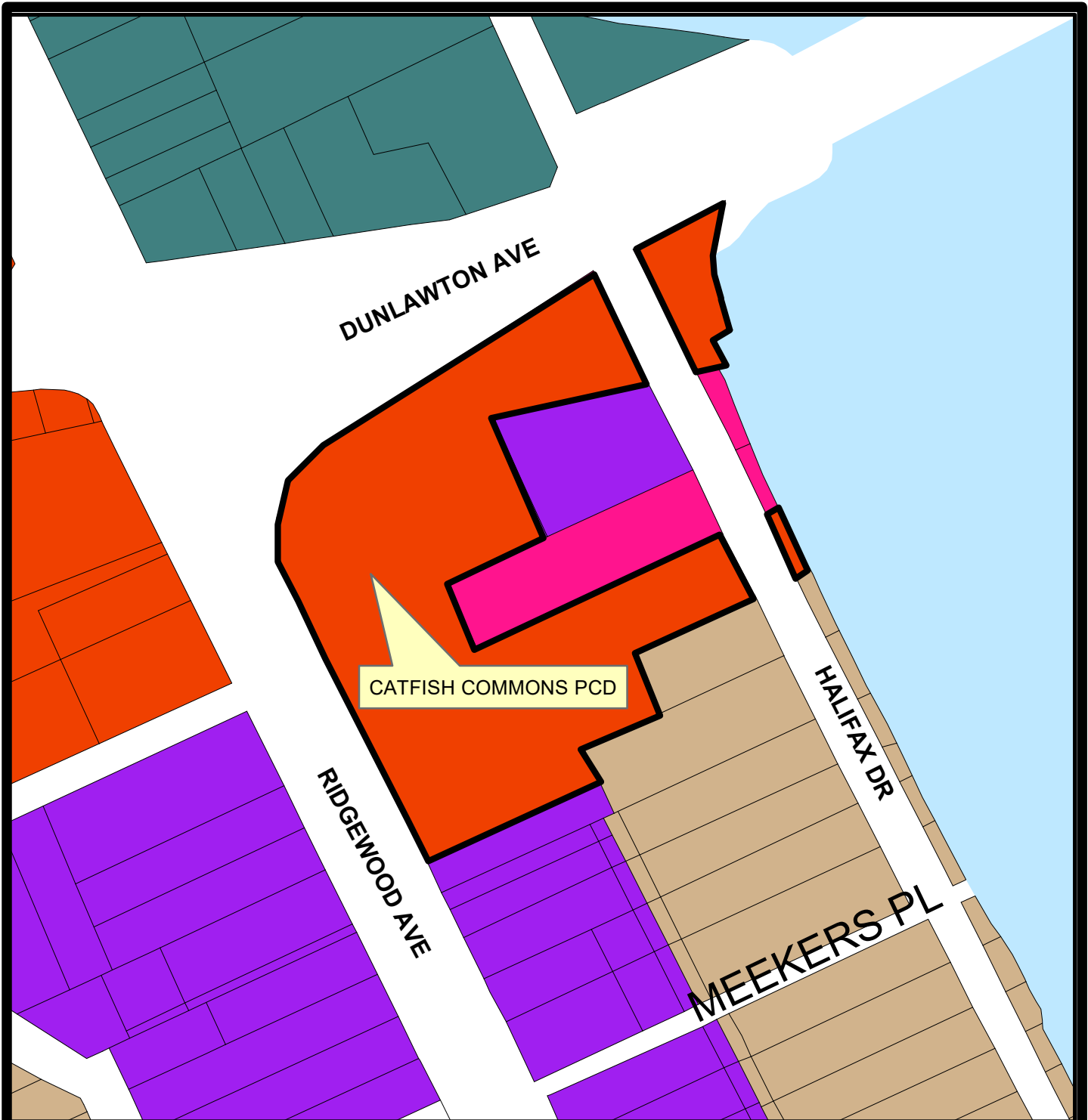
HAVING AN AREA OF 927 SQUARE FEET, 0.02 ACRES

4009 Halifax Drive Upland Parcel East of Halifax Drive

A PORTION OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF HALIFAX DRIVE, A 40 FOOT RIGHT-OF-WAY, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF DUNLAWTON AVENUE (S-421) RUN N57°37'14"E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DUNLAWTON AVENUE, A DISTANCE OF 29.11 FEET; THENCE S24°38'37"E CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 59.61 FEET; THENCE N62°03'04"E CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 32.74 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN S55°45'42"E, A DISTANCE OF 0.38 FEET TO AN INTERSECTION WITH THE SAFE UPLAND LINE (ELEVATION 1.50 FEET) ; THENCE ALONG SAID SAFE UPLAND LINE THE FOLLOWING COURSES AND DISTANCES; S28°52'21"W, A DISTANCE OF 16.40 FEET; THENCE S24°32'32"W, A DISTANCE OF 7.63 FEET; THENCE S27°35'16"W, A DISTANCE OF 13.28 FEET; THENCE S22°13'35"3E, A DISTANCE OF 79.19 FEET TO A POINT OF THE FACE OF A CONCRETE SEAWALL; THENCE S23°38'31"E ALONG SAID SEAWALL, A DISTANCE OF 25.45 FEET TO THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF HALIFAX DRIVE; THENCE N26°04'47"W ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 155.65 FEET TO THE POINT OF BEGINNING.

HAVING AND AREA OF 4839.18 SQUARE FEET, .11 ACRES

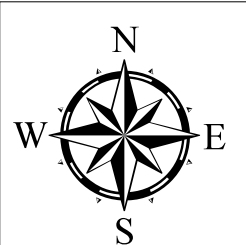


ZONING

- Community Commercial
- Neighborhood Preservation
- Planned Commercial Development

- Planned Community-PO Riverwalk
- Ridgewood Development
- Water Feature

CITY OF PORT ORANGE
 DEPARTMENT OF COMMUNITY DEVELOPMENT



**RE-STATED MASTER DEVELOPMENT AGREEMENT
CATFISH COMMONS PLANNED COMMERCIAL DEVELOPMENT**

THIS RE-STATED CATFISH COMMONS PLANNED COMMERCIAL DEVELOPMENT MASTER DEVELOPMENT AGREEMENT is entered into between the City of Port Orange, a Florida municipal corporation, having a mailing address of 1000 City Center Circle, Port Orange, Florida 32129 (hereinafter the "City"); and Brendan and Shannon Galbreath (husband and wife), having a mailing address of 4190 Halifax Drive, Port Orange, Florida 32127; and Commons 4075, LLC having a mailing address of 4190 Halifax Drive, Port Orange, Florida 32127 (the "Owner & Developer"), who hereby agree and covenant and bind their successors and assigns as follows:

WHEREAS, The City and Owner & Developer have previously entered into a Master Development Agreement for Catfish Commons Planned Commercial Development recorded in Official Record Book 6784, Page 970 as amended by the First Amendment to the Master Development Agreement for Catfish Commons Planned Commercial Development recorded in the Official Record Book 7684, Page 3350, all in Public Records, Volusia County, Florida; and

WHEREAS, the Parties hereto intend for this Restated Master Development Agreement for Catfish Commons Planned Commercial Development to be an amendment to and restatement of, and shall supersede and replace the Original MDA and the First Amendment

NOW, THEREFORE, the City and Owner & Developer do hereby agree as follows:

1. THE PROPERTY

The property that is subject to this Agreement consists of approximately 3.4 acres of real property located at 4009 Halifax Drive (Parcels 6303-11-01-0022 and 6303-11-01-0030) Parcels A and C, 4075 Ridgewood Avenue (Parcel 6303-11-01-0012) Parcel B, 4085 Ridgewood Avenue (Parcel 6341-04-05-0020) Parcel D, 4106 and 4108 Halifax Drive (Parcel 6341-04-05-0050) Parcels E and G, and 4147 Ridgewood Avenue (Parcel 6341-04-03-0010) Parcel F, within the municipal limits of the City of Port Orange and described on Exhibit "A", which is attached hereto and by reference made a part hereof (the "Property").

2. CONFORMANCE WITH COMPREHENSIVE PLAN

The City has determined that the Property is suitable in size, location and character for the uses proposed, that the uses proposed meet the needs of the City, and that the uses proposed are consistent with the City's Comprehensive Plan as of the date of adoption of this Agreement enacting the zoning provided herein.

3. DEVELOPMENT

The Property shall generally be developed as a multi-tenant commercial and office project, with a limited residential component, and a 12 slip marina for rent to motorized boats and other water based activities, subject to permitting and compliance with the City's Land Development Code and the Volusia County Manatee Protection Plan, except where specifically deviated from in this PCD, as depicted on the Conceptual Development Plan ("CDP") prepared by Parker Mynchenburg and Associates, which is attached hereto and incorporated herein as Exhibit "B" and as more particularly described below.

4. DEVELOPMENT AGREEMENT AND CONCEPTUAL DEVELOPMENT PLAN

- A. Development of the Property shall be controlled by the terms and conditions of this Master Development Agreement (the "Agreement") and the CDP, which is attached hereto and incorporated herein as Exhibit "B". The CDP generally depicts the planned layout of improvements to the Property. Collectively, this Agreement and the CDP for the Property may be referred to as the "Plan". In case of conflict between any textual provision of this Agreement and the CDP, the textual provision of this Agreement shall control. If the Agreement is silent regarding a particular subject or requirement, such silence shall not be construed as a conflict with the CDP. Except as otherwise provided in this Agreement, in the event of a conflict between the terms and provisions of the Plan and the City's ordinances, the requirements of the City's ordinances shall control. If the Plan fails to address a particular subject or requirement, the requirements of the applicable City ordinance(s) as defined by the Port Orange Land Development Code ("LDC"), shall control.
- B. The parties acknowledge that compliance with the environmental preservation requirements of the LDC may necessitate modifications of the CDP. In the event modifications to comply with the LDC are required, and modifications to the CDP are not in conflict with the textual provisions of this Agreement and LDC requirements are not superseded by this Agreement, the modifications shall be deemed "minor" and may be approved without formal amendment of this Agreement. Minor modifications shall require the written approval by the Administrative official, who is defined in the LDC. If the Developer is not satisfied with the suggested resolution or the decision of the City Administrative Official categorizing the modifications as minor or major, the Developer may appeal the decision to the Planning Commission. Appeals from the Planning Commission may be made to the City Council.
- C. An administrative variance from the dimensional requirements in this MDA may be granted when such variance would be equal to or less than ten percent of the required dimension, when deemed appropriate by the Administrative Official, who is defined in the LDC. Application for administrative variances from the dimensional requirements shall be made on the appropriate forms provided by the Community Development Department for that purpose.

5. PERMITTED USES

- A. 4009 Halifax Drive (6303-11-01-0022 and 6303-11-01-0030) Parcels A and C**
Uses allowed within the Ridgewood Development ("RD") zoning district shall be permitted.
- B. 4075 Ridgewood Avenue (Parcel 6303-11-01-0012) Parcel B**
Uses allowed within the Ridgewood Development ("RD") zoning district shall be permitted, along with one restaurant/food service with a drive thru.
- C. 4085 Ridgewood Avenue (Parcel 6341-04-05-0020) Parcel D**
Uses allowed within the Mixed Use Center ("MXU") zoning district, bike and run race staging (Special Events would need approval per the Code of Ordinances, and Mobile Retail (for retail sales and services as defined in the City's LDC, see Exhibit "C") shall be permitted.
- D. 4147 Ridgewood Avenue (Parcel 6341-04-03-0010) Parcel F**
Uses allowed within the Mixed Use Center ("MXU") zoning district shall be permitted, with a maximum of 4 residential units.
- E. 4106 Halifax Drive (above existing Entry Feature)(Parcel 6341-04-05-0050) Parcel E**
One residential rental unit with no minimum or maximum rental time period to be occupied only by the business owner or manager of a business located within the PCD Property.
- F. 4108 Halifax Drive (Parcel 6341-04-05-0050) Parcel E and G**

The square-footage for uses within this structure is limited to the 1st floor until all the properties located on Halifax Drive, between 4108 Halifax Dr. and Meeker Place have been rezoned to a commercial or mixed-use zoning district*

- Single family residence**
- Restaurant – No Drive-thru
- Ice cream shop
- Retail
- Professional and medical office
- Bed and breakfast inn
- 12 slip Marina for Motorized watercraft slip rental and water related activities***

* The existing single-family dwelling at 4108 Halifax Dr. is a non-confirming use and will be subject to the provisions regarding non-conforming uses and structure outline in Chapter 3 of the LDC.

** Special owner-occupancy provisions. The City shall permit given business owners/managers to reside in a dwelling unit which is set within the principal (business establishment) structure, provided these establishments comply with all other requirements of the LDC and adopted building and fire codes.

*** Marina dock will be allowed to extend more than 100ft from the Halifax Drive bulkhead subject to the Volusia County Manatee Protection Plan and Florida Department of Environmental Protection permitting.

6. DIMENSIONAL REQUIREMENTS

Maximum Building Coverage of Total PCD Area: 35%

Minimum Open Space of Total PCD Area: 30%

Minimum Building Setbacks, Maximum Building Heights, and Drive Aisle Widths:

4009 Halifax Drive (Parcels 6303-11-01-0022 and 6303-11-01-0030) Parcels A and C

Dunlawton Avenue -0' **

East of Halifax Drive -0' **

West of Halifax Drive -0' **

Side -0' **

Maximum Height -45'

4075 Ridgewood Avenue (Parcel 6303-11-01-0012) Parcel B

Ridgewood Avenue -12'

Dunlawton Avenue -20'

Rear -10'

Side -10'

Maximum Height -45'

4085 Ridgewood Avenue (Parcel 6341-04-05-0020) Parcel D

Ridgewood Avenue -10'

Rear -10'

Side -10'

Maximum Height -45'

4147 Ridgewood Avenue (Parcel 6341-04-03-0010) Parcel F

Ridgewood Avenue -12'

Rear – 10'***

South Side -10'

North Side - 0'

Maximum Height -45'

4106/4108 Halifax Drive (Parcel 6341-04-05-0050) Parcels E and G

West of Halifax Dr – 40'*

East of Halifax Dr – 0'

North side of Entry Feature - 2.5'

South Side -5'***
Rear -10' ***
Rear of Entry Feature - 8'
Maximum Height - 35'
Driveway Setback - 5'
Marina Pier Access – 15' from side property lines
One Way Driveway Width - 10'

*Setback may be reduced to 10' once all the properties located on Halifax Drive, between Dunlawton Avenue and Meeker Place have been rezoned to commercial or mixed-use zoning district

**Setback takes into account the 4009 Halifax Drive existing building location and is designed to allow that as well as the parking lot at 4009 Halifax Drive to remain in its current location without change

***Commercial building rear setbacks adjoining residential zoning shall be equal to or greater than the building height

****Parcels D and F are proposed to be combined via Unity of Title or lot combination. The internal lot line will be eliminated and the proposed building on Parcel F may encroach onto Parcel D

7. MAINTENANCE OF COMMON AREAS AND AMENITIES

The owner of parcel 6303-11-01-0022, their successors and assigns shall be jointly and severally responsible for the maintenance of the common facilities of the Property. A declaration of covenants and restrictions addressing the obligations and rights of all the Property subject to this MDA shall be required at the time of site plan submittal.

8. LANDSCAPE BUFFER AND OPAQUE SCREENING

4009 Halifax Drive (Parcels 6303-11-01-0022 and 6303-11-01-0030)

Dunlawton Avenue -0'*
East of Halifax Drive -0'*
West of Halifax Drive -0'*
Rear -0'*
Side -0'*

4075 Ridgewood Avenue (Parcel 6303-11-01-0012)

Ridgewood Avenue -10'
Dunlawton Avenue -3'
Rear -5'
Side -1' minimum, average of 5'

4085 Ridgewood Avenue (Parcel 6341-04-05-0020)

Ridgewood Avenue -10'
Rear -5'
Side -5'

4147 Ridgewood Avenue (Parcel 6341-04-03-0010)

Ridgewood Avenue -10'
Rear -10'
Side -5'

4106/4108 Halifax Drive** (Parcel 6341-04-05-0050)

West of Halifax Dr - 10'
East of Halifax Dr - 0'
Rear - 0'
North Side - 2.5'

South Side -5'

*Landscape buffer takes into account the 4009 Halifax Drive existing building location and is designed to allow that as well as the parking lot at 4009 Halifax Drive to remain in its current location without change

**Two (2) palm trees can be substituted for every one (1) required shade tree within the buffer to satisfy minimum buffer planting requirements.

***A minimum six-foot (6') opaque fence or wall is to be installed on south side of the 4108 Halifax Drive property when or if the property is converted into a non-residential use that abuts a residential zoning district. General location of the fence or wall is shown on the CDP.

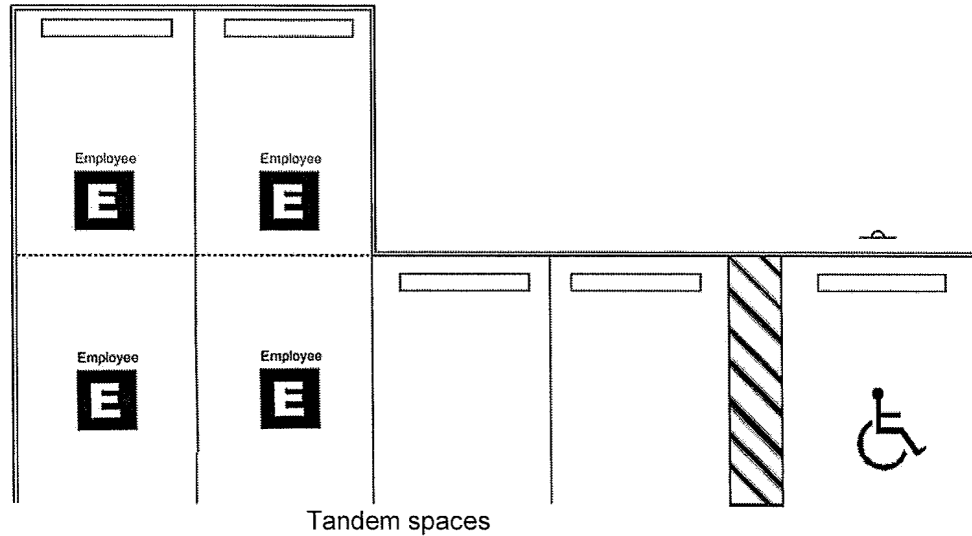
****Landscape buffers may be reduced to 0' along internal PCD property lines.

9. ARCHITECTURAL/DESIGN STANDARDS

- A. All buildings and accessory structures in the PCD area shall be developed in compliance with the terms of Chapter 14 of the LDC as to architectural requirements.
- B. If the structure at 4108 Halifax Drive is demolished or expanded, the architectural design of the new or expanded commercial structure must be consistent with the architectural design of the structures located on Halifax Drive, south 4108 Halifax Drive. The architectural design requirement for 4108 Halifax will defer back to Chapter 14 of the LDC upon all the properties located on Halifax Drive, between 4108 Halifax Dr. and Meeker Place being rezoned to a commercial or mixed-use zoning district.

10. PARKING AND ACCESS

1. Per provided Catfish Commons Shared Parking Allocation in "Exhibit D", all parking is considered common and shared throughout the entire Catfish Commons PCD, regardless of the address it is constructed on.
 - A. Parking spaces will be permitted to be 9' wide and 19' deep.
 - B. Minimum number of off-street parking will be provided as required by Exhibit D.
 - C. Per Case No., (11-70000002), 4085 Ridgewood Avenue provides 29 "off-site" parking spaces for 4009 Halifax Dr.
 - D. The minimum 10ft wide one-way driveway shown on the CDP is for circulation of traffic from 4108 Halifax Drive west to the parking lot at 4085 Ridgewood Avenue. Eastbound vehicular traffic is not permitted onto Halifax Drive.
 - E. 4106 Halifax Drive residential unit parking ratio shall be 1 space for 1 unit.
 - F. 4085 Ridgewood Avenue Mobile Retail parking ratio shall be 3 spaces for 1 unit.
 - G. 4009 Halifax Drive parking lot layout, space size and drive aisle size, dimensions and locations are considered existing non-conforming as shown on the CDP and shall be permitted to remain as is including but not limited to existing 10' one way drive aisle widths and existing 8.5" wide parking spaces.
 - H. Riverfront Parking spaces at 4108 Halifax Drive east of Halifax Drive for the Marina are permitted to back out onto Halifax Drive provided they are angled at a minimum of 60 degrees.
 - I. Public crosswalk striping and parking spaces along the riverfront as generally shown on the CDP are to be installed in conjunction with the proposed marina at 4108 Halifax Drive.
 - J. 4085 Ridgewood Avenue new two-way drive aisle width with no parking backing into it running north/south directly on the east edge of the building structure shall be permitted to be 20' wide.
 - K. 4085 Ridgewood Avenue existing two-way drive aisle width with no parking backing into it on the east end of the parking lot between eastern most parking spaces and retention pond shall be permitted to be 16' wide.
 - L. Tandem parking spaces: The spaces shall be reserved for use by employees. Such spaces shall be identified or designated for employee parking through the use of signage or pavement markings. Dimensions for tandem parking spaces are the same as required for standard parking spaces in this MDA.



K. Landscape Curb will be permitted to angle into parking spaces that are located directly in front of the building on 4075 Ridgewood Avenue parcel only, to expand and enhance the landscape beds as shown for example in Exhibit "F". Parking spaces will have to meet ADA Code.

11. DOCK / WATER ACCESS

The property at 4108 Halifax Drive (Parcel 6341-04-05-0050, Parcels E and G) shall be permitted to have 12 boat slips for rent to the public. The dock may be floating or stationary and constructed out of wood, composite material or cement and will be allowed to extend more than 100ft from the Halifax Drive bulkhead subject to the Volusia County Manatee Protection Plan and Florida Department of Environmental Protection permitting and as otherwise required by any other applicable local, state and federal laws. The slips may be rented to both motorized and non-motorized vessels at the owner/operator's discretion. The sale of gas and overnight live-aboard vessels shall be prohibited. The rental of motorized and non-motorized vessels to the public shall be a permitted use. Additionally, the dock may be used as an access point in and out of the water for any special event permitted on the property. Five (5) parking spaces shall be permitted east of Halifax Drive to support the Marina.

12. ROAD & ACCESS WAYS

All roadways, drives, sidewalks, pathways, bike paths, and walkways providing access within and throughout the Property shall be private and privately maintained in accordance with declaration of covenants and restrictions recorded in the public records by the owner/developer.

13. PUBLIC UTILITIES AND STORMWATER MANAGEMENT

- A. Public utilities shall be designed to meet the City's specifications and requirements of the LDC and City Standard Construction Details.
- B. Stormwater shall be retained as generally depicted on the CDP. The Developer shall comply with the LDC, City Standard Construction Details and the rules and regulations of the St. John's River Water Management District concerning storm water drainage. The developer shall provide all required easements to the City over the proposed retention area and related stormwater structures.

14. SIGNAGE

The signage for the PCD properties shall be in compliance with the terms of Chapter 15 of the LDC with the following exceptions:

- A. The tenant at 4009 Halifax Dr shall be permitted to have a sign panel on the monument sign at 4075 Ridgewood Avenue.

- B. A Commemorative Sign (not to exceed 64 sq ft) located on the building at 4075 Ridgewood Avenue shall be permitted separate from the allowable square footage for wall signs on that building. The commemorative signage will not count towards the maximum wall sign area allowed for the building and will be similar to the signage depicted on Exhibit "G".
- C. The following signage is allowed for the properties fronting Halifax Dr.:
 - 1 (one) "post" sign (see Exhibit "E" for example)
 - i. Max Height: 6'
 - ii. Max Sign Area: 24 SF
- D. Externally illuminated or non-illuminated wall signage shall be permitted when or if the existing single-family residence at 4108 Halifax Dr. is converted to a commercial use. The colors and material shall compliment and coordinate with the appearance of the structure. Maximum sign height and area as allowed by Chapter 15 of the LDC for an individual commercial use.
- E. Off-site signage on parcels within the PCD area is allowed for businesses within the PCD. Signage shall otherwise be permitted as per the requirements in the LDC for directional signage.

15. PHASING

The PCD Property can be re-developed in multi-phases or as a single phase as shown on the CDP. The phases can be developed in any order.

- 4085 Ridgewood Avenue Mobile Retail
- 4075 Ridgewood Avenue multi-tenant building and associated parking improvements
- 4108 Halifax Drive Single Family Dwelling conversion to commercial
- 4147 Ridgewood Avenue 3 story building and associated parking improvements
- 4108 Halifax Drive 12 slip Marina and associated parking improvements

16. ENVIRONMENTAL CONSIDERATIONS

- A. Developer shall comply with all rules, statutes, laws and regulations pertaining to protected wildlife species, including but not limited to the rules and permitting requirements of the Florida Fish and Wildlife Commission. Compliance with the City Environmental Preservation Code may necessitate modification of the CDP.

17. EFFECTIVE DATE AND EXPIRATION

- A. This Agreement shall be effective upon recording by the City at the Developers expense in the public records of Volusia County, Florida not later than thirty (30) days from the date the City Council approves the re-zoning. The restrictions on use and development imposed by this Agreement shall be binding upon all successors in interest in the Property, unless and until the City alters or eliminates such restrictions in the course of the City's actions as zoning authority or until this Agreement expires.
- B. Development of the Catfish Commons PCD shall commence within five (5) years from the date of executions of this Agreement and it shall be completed within ten (10) years from the date of execution unless it is extended by mutual agreement of the parties. Failure to comply with the established schedule shall cause the Agreement to lapse. The term "Development" shall be defined by the LDC.

18. AMENDMENTS

- A. Amendments to this Agreement, other than minor modifications to the CDP as referred to in Section 3 of this Agreement, shall not be effective unless in writing and signed by all record title property owners of the land for which the amendment is to be applied, and the City.
- B. Before amending this Agreement, the City shall conduct one or more public hearings. At the City's option, one of the public hearings may be held by the Planning Commission.
 - 1. Notice of intent to consider an amendment to this Agreement shall be published by the City, at the Owners cost, in a newspaper of general circulation and readership in Volusia County, Florida.
 - 2. If applicable, notice of intent to consider an amendment shall comply with the requirements of Section 166.041(3)(c), Florida Statutes, as amended from time to time.
 - 3. The day, time, and place at which the second public hearing shall take place shall be announced at the first public hearing.

4. The notices required above shall specify the location of the PCD Property, the location of that portion of the PCD Property subject to the proposed amendment, the nature of the proposed amendment, and the following information to the extent applicable:
 - i. Changes permitted, conditional, and/or prohibited uses proposed.
 - ii. Changes in building intensities and/or height proposed.
5. All notices shall specify a place where a copy of the proposed amendment can be obtained.

19. CONFORMANCE WITH LAWS

A. The Developer agrees:

1. To develop the Property according to all regulations of the City to the extent those regulations are not inconsistent with the Plan for the Property.
2. To be bound by all City codes and ordinances that are not in conflict with the provisions of this Agreement.

20. ENFORCEABILITY

If any provision of this agreement is held by a court of competent jurisdiction to be invalid or otherwise unenforceable, such holding not affect the validity or enforceability of any other provision of this Agreement unless the holding so states.

21. PRIOR AGREEMENTS

This Agreement represents the complete understanding by and between the parties with respect to the development and continued use of the subject PCD Property. This Agreement shall be an amendment to and restatement of, and shall supersede and replace the Original MDA and First Amendment. Any and all prior agreements between the parties with respect to any subject comprehended by this Agreement is hereby voided and suspended by this Agreement. Any amendment to this Agreement shall be in writing and signed by the City and the Owner(s).

22. POLICE POWER

Nothing contained in this Agreement shall be construed as a waiver of or contract with respect to the regulatory and permitting authority of the City as it now or hereafter exists under applicable laws, rules and regulations. Further, nothing contained in this Agreement shall be construed as a waiver of the attempted waiver by the City of its sovereign immunity under the constitution and laws of the State of Florida.

23. WAIVER OF FUTURE CITY FEES

Any and all city development review application submittal, site inspection, building permit, building inspection, and approval fees for future Comprehensive Plan Amendments, MDA Amendments, and all development related applications within Catfish Commons PCD excluding impact fees and stormwater special assessment fee are hereby waived for a period of 5 years from the recording date of this Re-Stated Master Development Agreement.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties have executed this Restated Catfish Commons Planned Commercial Development Master Development Agreement, by and through their duly authorized representatives, on the respective dates below.

WITNESSES:

CITY OF PORT ORANGE, FLORIDA
a Chartered Municipal Corporation

Name: _____

By: _____
Donald O. Burnette, Mayor

Name: _____

Date: _____

Name: _____

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

Name: _____

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ by Donald O. Burnette, as Mayor of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledged that he is duly authorized to execute the foregoing agreement on behalf of the city. He is personally known to me.

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ by Robin L. Fenwick, as City Clerk of the City of Port Orange, Florida, a chartered municipal corporation, who acknowledged that she is duly authorized to execute the foregoing agreement on behalf of the city. She is personally known to me.

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

WITNESSES:

BRENDAN AND SHANNON GALBREATH,
Property owners

Name: _____

Name: _____

Name: _____

Name: _____

By: _____
Brendan Galbreath, Property Owner

Date: _____

By: _____
Shannon Galbreath, Property Owner

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ by Brendan and Shannon Galbreath property owners., who are ☐ personally known to me or ☐ who have produced _____ as identification and who did not take an oath.

Notary Public, State of Florida at Large

Printed name, commission and expiration of commission term:

WITNESSES:

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

Name: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ by Brendan and Shannon Galbreath, property owners, who are ☐ personally known to me or ☐ who have produced _____ as identification and who did not take an oath.

COMMONS 4075 LLC,
Property owner

By: _____
Brendan Galbreath, Member,
Commons 4075 LLC,

Date: _____

By: _____
Shannon Galbreath, Member,
Commons 4075 LLC,

Date: _____

Eric Gaffka Revocable Living Trust dated
December 1, 1999

By: _____
Eric Gaffka, Trustee,
Member, Commons 4075 LLC,

Date: _____

Notary Public, State of Florida at Large

Printed name, commission and expiration of commission term:

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me, by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 20____ by Eric Gaffka, Trustee, who are ☐ personally known to me or ☐ who have produced _____ as identification and who did not take an oath.

Notary Public, State of Florida at Large

Printed name, commission and expiration of commission term:

Exhibit "A"

Legal Description

5 Parcels Combined West of Halifax Drive

ALL OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6250 PAGE 4505,
AND ALL OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 8057 PAGE 4666,
AND ALL OF THE LAND LYING WESTERLY OF THE WEST RIGHT OF WAY LINE OF HALIFAX DRIVE,
DESCRIBED IN OFFICIAL RECORDS BOOK 6928 PAGE 1511,
AND ALL OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6598 PAGE 1462, AND ALL OF THE LAND DESCRIBED IN
OFFICIAL RECORDS BOOK 7781 PAGE 4878,

ALL FIVE PARCELS BEING MORE FULLY DESCRIBED AS:

BEGIN AT THE NORTHEAST CORNER OF SAID OFFICIAL RECORDS BOOK 6250 PAGE 4505, THENCE, THE FOLLOWING

THENCE S 26°05'26" E A DISTANCE OF 142.22 FEET;
THENCE S 76°48'21" W A DISTANCE OF 181.53 FEET;
THENCE S 24°27'17" E A DISTANCE OF 137.06 FEET;
THENCE S 65°14'09" W A DISTANCE OF 114.88 FEET;
THENCE S 25°41'31" E A DISTANCE OF 79.77 FEET;
THENCE N 65°15'37" E A DISTANCE OF 296.71 FEET;
THENCE S 26°20'47" E A DISTANCE OF 75.00 FEET;
THENCE S 65°18'12" W A DISTANCE OF 152.63 FEET;
THENCE S 25°41'50" E A DISTANCE OF 70.23 FEET;
THENCE S 65°14'55" W A DISTANCE OF 96.58 FEET;
THENCE S 26°19'51" E A DISTANCE OF 39.95 FEET;
THENCE S 65°25'49" W A DISTANCE OF 191.93 FEET;

THENCE ALONG A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING AN ARC LENGTH OF 44.55 FEET, A RADIUS OF 11509.20 FEET, A DELTA ANGLE OF 00°13'18", AND A CHORD BEARING OF N 26° 30'15" W, CHORD LENGTH OF 44.55 FEET,

THENCE N 26°36'54" W A DISTANCE OF 254.92 FEET;
THENCE N 21°45'31" W A DISTANCE OF 38.26 FEET;

THENCE ALONG A NON-TANGENT CURVE, CONCAVE SOUTHEAST, HAVING AN ARC LENGTH OF 178.87 FEET, A RADIUS OF 134.30 FEET, A DELTA ANGLE OF 76°18'37", AND A CHORD BEARING OF N 16°26'05" E, CHORD LENGTH OF 165.94 FEET,

THENCE N 57°26'23" E A DISTANCE OF 124.09 FEET;
THENCE N 57°29'48" E A DISTANCE OF 206.21 FEET TO THE POINT OF BEGINNING.

HAVING AN AREA OF 142,491 SQUARE FEET, 3.27 ACRES

4108 Halifax Drive Upland Parcel East of Halifax Drive

ALL OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 6928, PAGE 1511, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING EASTERLY OF HALIFAX DRIVE, A 40 FOOT WIDE ROAD PER DEEDS, BEING DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTH LINE OF SAID OFFICIAL RECORD BOOK 6928, PAGE 1511, AND THE EASTERLY LINE OF SAID HALIFAX DRIVE;

THENCE N 65°15'37" E ALONG SAID NORTH LINE OF OFFICIAL RECORD BOOK 6928, PAGE 1511, A DISTANCE OF 12.98 FEET;

THENCE S 25°24'07" E ALONG THE EAST FACE OF AN EXISTING CONCRETE SEAWALL, A DISTANCE OF 75.01 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID OFFICIAL RECORD BOOK 6928, PAGE 1511;

THENCE S 65°18'12" W ALONG SAID SOUTH LINE OF OFFICIAL RECORDS BOOK 6928, PAGE 1511, A DISTANCE OF 11.74 FEET TO AN INTERSECTION WITH SAID EAST LINE OF HALIFAX DRIVE ;

THENCE N 26°20'47" W ALONG SAID EAST LINE OF HALIFAX DRIVE. A DISTANCE OF 75.03 FEET TO THE POINT OF BEGINNING.

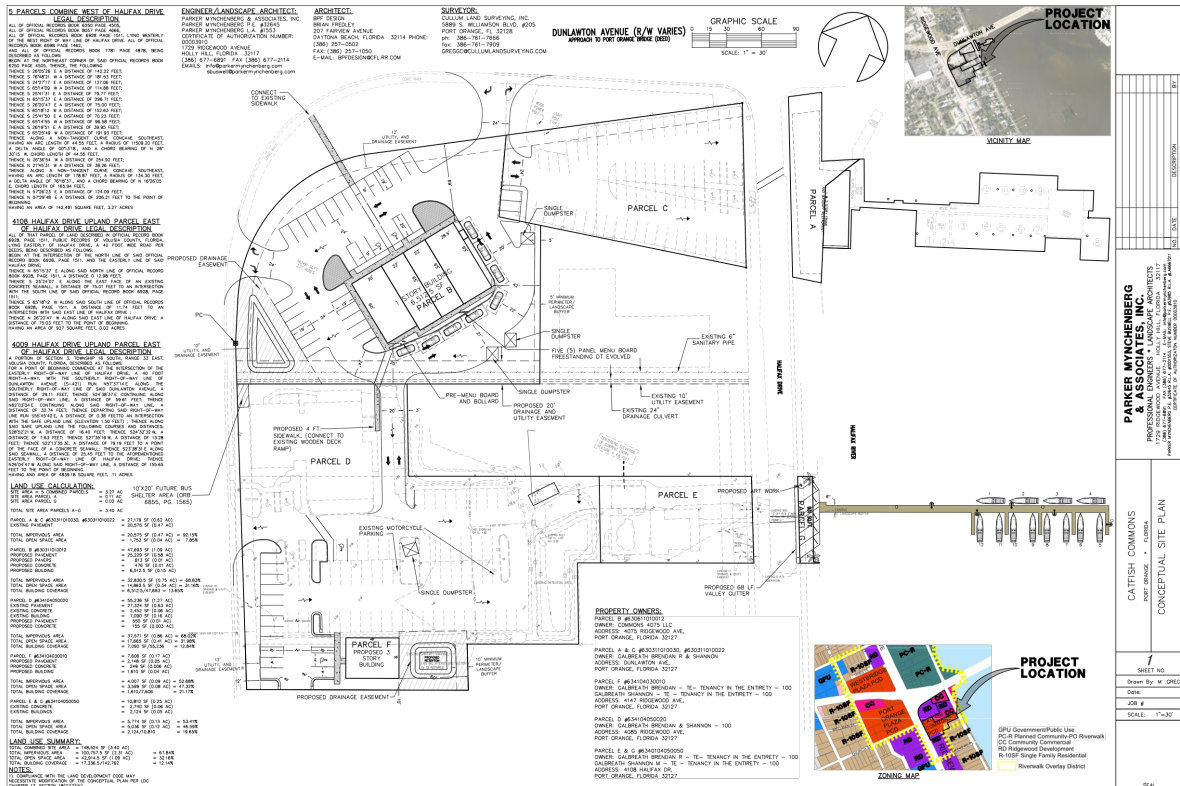
HAVING AN AREA OF 927 SQUARE FEET, 0.02 ACRES

4009 Halifax Drive Upland Parcel East of Halifax Drive

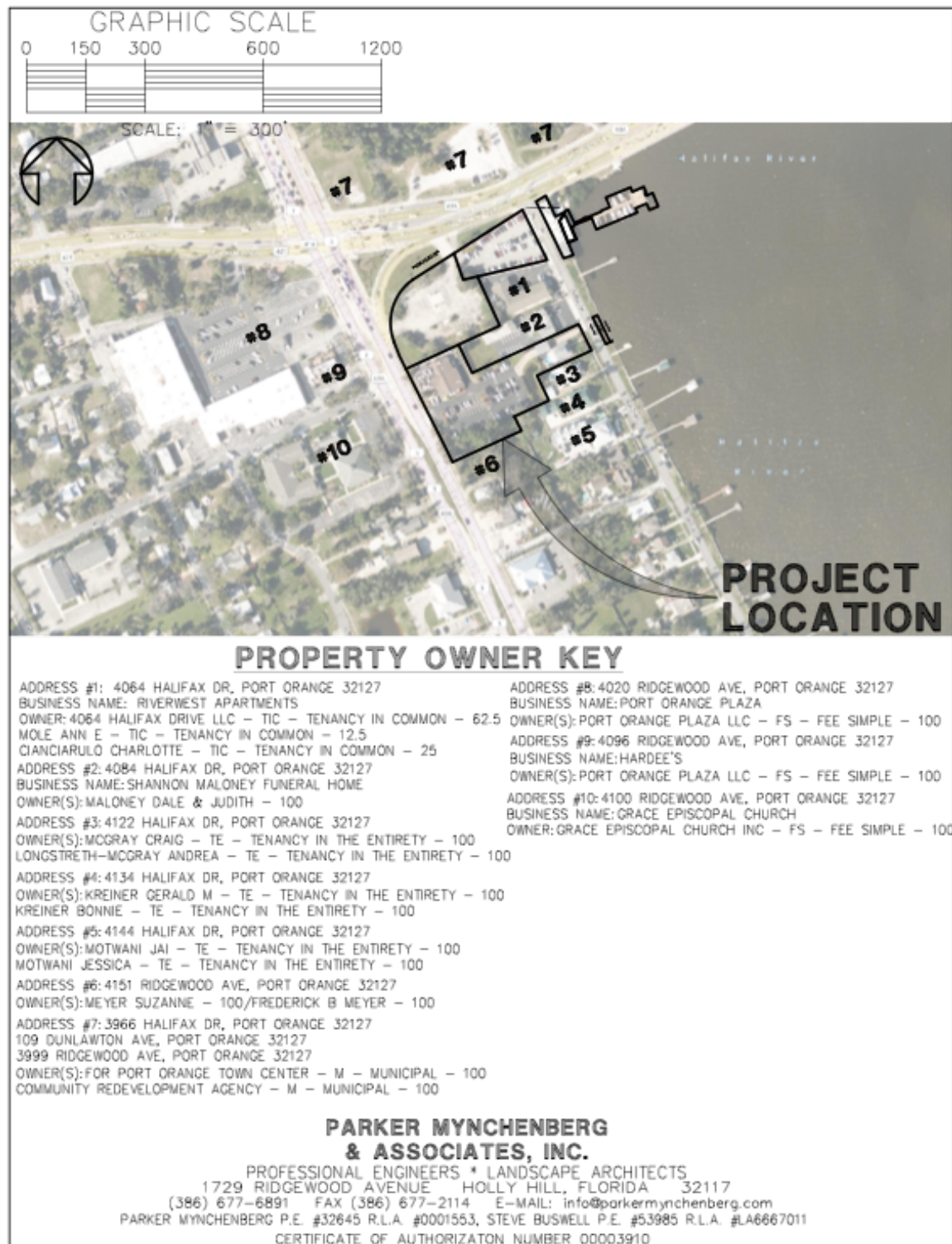
A PORTION OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF HALIFAX DRIVE, A 40 FOOT RIGHT-OF-WAY, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF DUNLAWTON AVENUE (S-421) RUN N57°37'14"E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DUNLAWTON AVENUE, A DISTANCE OF 29.11 FEET; THENCE S24°38'37"E CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 59.61 FEET; THENCE N62°03'04"E CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 32.74 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN S55°45'42"E, A DISTANCE OF 0.38 FEET TO AN INTERSECTION WITH THE SAFE UPLAND LINE (ELEVATION 1.50 FEET) ; THENCE ALONG SAID SAFE UPLAND LINE THE FOLLOWING COURSES AND DISTANCES; S28°52'21"W, A DISTANCE OF 16.40 FEET; THENCE S24°32'32"W, A DISTANCE OF 7.63 FEET; THENCE S27°35'16"W, A DISTANCE OF 13.28 FEET; THENCE S22°13'35"3E, A DISTANCE OF 79.19 FEET TO A POINT OF THE FACE OF A CONCRETE SEAWALL; THENCE S23°38'31"E ALONG SAID SEAWALL, A DISTANCE OF 25.45 FEET TO THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF HALIFAX DRIVE; THENCE N26°04'47"W ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 155.65 FEET TO THE POINT OF BEGINNING.

HAVING AND AREA OF 4839.18 SQUARE FEET, .11 ACRES

**Conceptual Development Plan
(4 pages total)**



Compliance with the Land Development Code may necessitate modifications to the conceptual plan.





Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
12	Canaveral sand, 0 to 5 percent slopes	2.9	82.7%
15	Cocoa sand, 0 to 5 percent slopes	0.6	17.3%
Totals for Area of Interest		3.5	100.0%

SOILS MAP

PARKER MYNCHENBERG & ASSOCIATES, INC.

PROFESSIONAL ENGINEERS * LANDSCAPE ARCHITECTS
 1729 RIDGEWOOD AVENUE HOLLY HILL, FLORIDA 32117
 (386) 677-6891 FAX (386) 677-2114 E-MAIL: info@parkermynchenberg.com
 PARKER MYNCHENBERG P.E. #32645 R.L.A. #0001553, STEVE BUSWELL P.E. #53985 R.L.A. #LA6667011
 CERTIFICATE OF AUTHORIZATION NUMBER 00003910

National Flood Hazard Layer FIRMette



Legend

SEE FIRM REPORT FOR DETAILED LEGEND AND INDEX MAP FOR FIRM PANEL LAYOUT

SPECIAL FLOOD HAZARD AREAS

- Without Base Flood Elevation (BFE) Zone A, X, AH
- With BFE or Depth Zone AE, AO, A1, A2, A3
- Regulatory Floodway

OTHER AREAS OF FLOOD HAZARD

- 0.2% Annual Chance Flood Hazard: Areas of 1% annual chance flood with average depth less than one foot or with drainage areas of less than one square mile Zone X
- Future Conditions 1% Annual Chance Flood Hazard Zone X
- Area with Reduced Flood Risk due to Levees: See Notes, Zone X
- Area with Flood Risk due to Levees Zone D

OTHER AREAS

- NO SCREEN: Area of Minimal Flood Hazard Zone X
- Effective LOMAs
- Area of Undetermined Flood Hazard Zone D

GENERAL STRUCTURES

- Channel, Culvert, or Storm Sewer
- Levee, Dike, or Floodwall

OTHER FEATURES

- Cross Sections with 1% Annual Chance Water Surface Elevation
- Coastal Transect
- Base Flood Elevation Line (BFE)
- Limit of Study
- Jurisdiction Boundary
- Coastal Transect Baseline
- Profile Baseline
- Hydrographic Feature

MAP PANELS

- Digital Data Available
- No Digital Data Available
- Unmapped

The pin displayed on the map is an approximate point selected by the user and does not represent an authoritative property location.

This map complies with FEMA's standards for the use of digital flood maps. If it is not valid as described below. The basemap shown complies with FEMA's basemap accuracy standards.

The flood hazard information is derived directly from the authoritative NFHL web services provided by FEMA. This map was exported on 12/17/2021 at 9:59 AM and does not reflect changes or amendments subsequent to this date and time. The NFHL and effective information may change or become superseded by new data over time.

This map image is void if the one or more of the following map elements do not appear: basemap imagery, flood zone labels, legend, scale bar, map creation date, community identifiers, FIRM panel number, and FIRM effective date. Map images for unmapped and undetermined areas cannot be used for regulatory purposes.

FEMA MAP

PARKER MYNCHENBERG & ASSOCIATES, INC.

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Exhibit "C"

General Appearance of Mobile Retail Unit



Exhibit "D"
Catfish Commons Parking Allocation

Total Proposed Parking Provided per CDP

4009 Halifax Drive...63
4085 Ridgewood Avenue...77 (including new 3 story office/residential building site at 4147 Ridgewood Avenue)
4108 Halifax Drive...5
4075 Ridgewood Avenue...36

Total Spaces Provided...181

Parking Required per proposed use

Aunt Catfish's (4009 Halifax Drive)...91 (228 seats + 27 employees)
La Cantina...41 (4085 Ridgewood Avenue) (100 seats + 11 employees)
Loft Apartment...1 (4106 Halifax Dr)
Mobile Retail...3 (4085 Ridgewood Avenue)
Office w/ 4 residential units above...8 (4147 Ridgewood Avenue) (1.5 per 805 square feet and 1 per residential unit)
Marina...4 (4108 Halifax Drive) (1 parking space per 3 boat slips)
4075 Ridgewood multi-tenant commercial building (1 per 250 square feet)...35

Total Spaces Required...181

Exhibit "E"

Sign Design Options

Note: The Sign Design Options included are conceptual only and are intended to provide general examples of commercial signage that compliments and coordinates with the residential appearance of Halifax Drive. Final design drawings will be submitted for permitting at a later date.

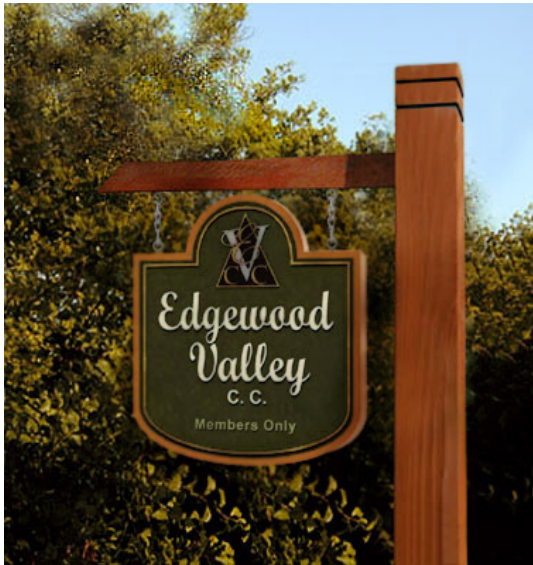


Exhibit "F"
Landscape Curb into Parking Space
(2 pages)



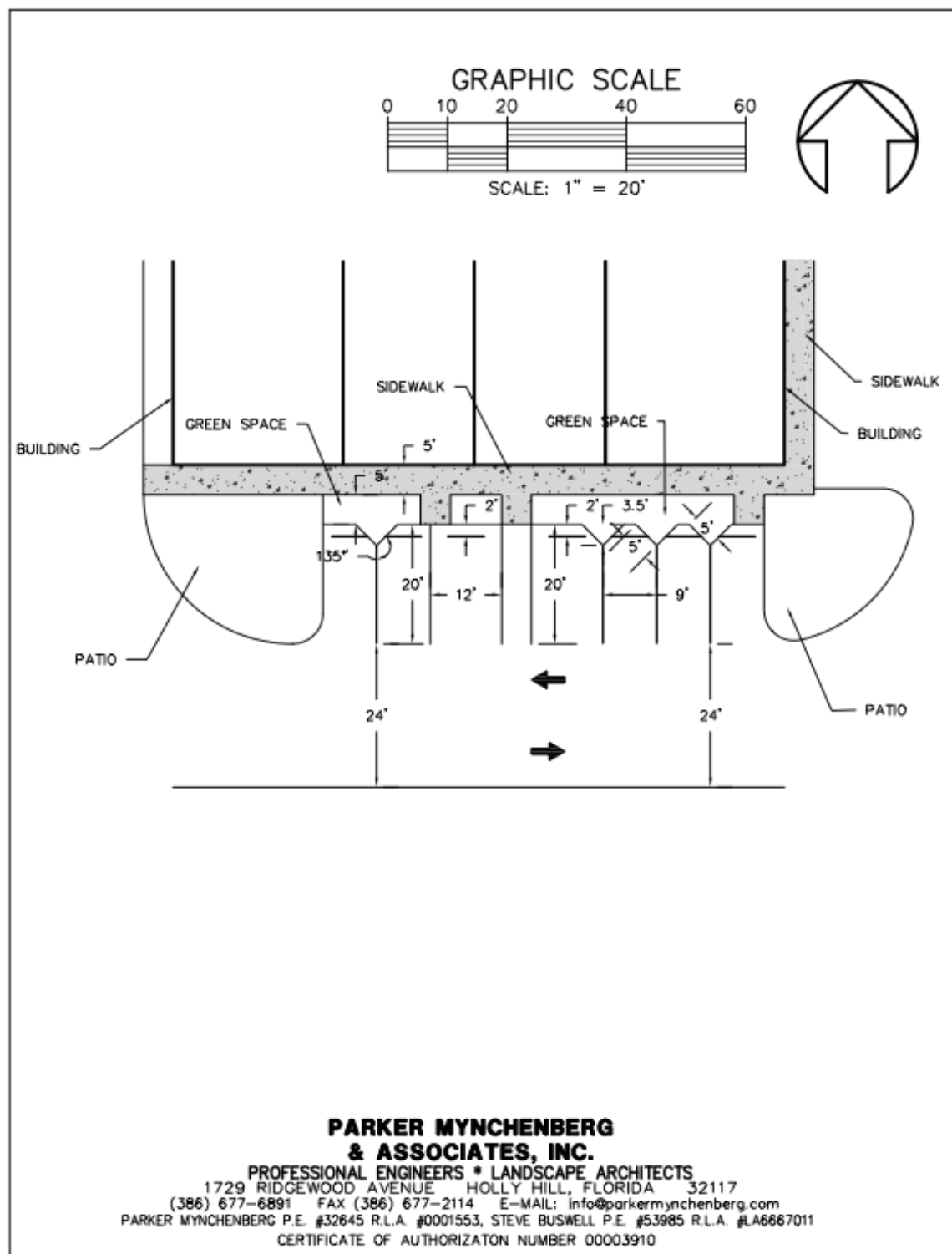
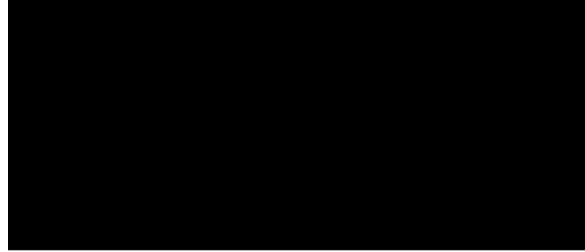


Exhibit "G"



5 PARCELS COMBINE WEST OF HALIFAX DRIVE
LEGAL DESCRIPTION

ALL OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6250 PAGE 4505, AND ALL OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 8057 PAGE 4666, AND ALL OF THE LAND LYING WESTERLY OF THE WEST RIGHT OF WAY LINE OF HALIFAX DRIVE,
DESCRIBED IN OFFICIAL RECORDS BOOK 6928 PAGE 1511,
AND ALL OF THE LAND DESCRIBED IN OFFICIAL RECORDS BOOK 6598 PAGE 1462, AND ALL OF THE LAND DESCRIBED IN
OFFICIAL RECORDS BOOK 7781 PAGE 4878,
ALL FIVE PARCELS BEING MORE FULLY DESCRIBED AS:
BEGIN AT THE NORTHEAST CORNER OF SAID OFFICIAL RECORDS BOOK 6250 PAGE 4505, THENCE, THE FOLLOWING
THENCE S 26°05'26" E A DISTANCE OF 142.22 FEET;
THENCE S 76°48'21" W A DISTANCE OF 181.53 FEET;
THENCE S 24°27'17" E A DISTANCE OF 137.06 FEET;
THENCE S 65°14'09" W A DISTANCE OF 114.88 FEET;
THENCE S 25°41'31" E A DISTANCE OF 79.77 FEET;
THENCE N 65°15'37" E A DISTANCE OF 296.71 FEET;
THENCE S 26°20'47" E A DISTANCE OF 75.00 FEET;
THENCE S 65°18'12" W A DISTANCE OF 152.63 FEET;
THENCE S 25°41'50" E A DISTANCE OF 70.23 FEET;
THENCE S 65°14'55" W A DISTANCE OF 96.58 FEET;
THENCE S 26°19'51" E A DISTANCE OF 39.95 FEET;
THENCE S 65°25'49" W A DISTANCE OF 191.93 FEET;
THENCE ALONG A NON-TANGENT CURVE CONCAVE SOUTHEAST, HAVING AN ARC LENGTH OF 44.55 FEET, A RADIUS OF 11509.20 FEET, A DELTA ANGLE OF 0°01'18", AND A CHORD BEARING OF N 26° 30'15" W, CHORD LENGTH OF 44.55 FEET, THENCE N 26°36'54" W A DISTANCE OF 254.92 FEET;
THENCE N 21°43'31" W A DISTANCE OF 38.26 FEET, THENCE ALONG A NON-TANGENT CURVE CONCAVE SOUTHEAST, HAVING AN ARC LENGTH OF 178.87 FEET, A RADIUS OF 134.30 FEET, A DELTA ANGLE OF 76°18'37", AND A CHORD BEARING OF N 16°26'05" E, CHORD LENGTH OF 165.94 FEET, THENCE N 57°26'23" E A DISTANCE OF 124.09 FEET;
THENCE N 57°29'48" E A DISTANCE OF 206.21 FEET TO THE POINT OF BEGINNING.
HAVING AN AREA OF 142,491 SQUARE FEET, 3.27 ACRES

4108 HALIFAX DRIVE UPLAND PARCEL EAST
OF HALIFAX DRIVE LEGAL DESCRIPTION

ALL OF THAT PARCEL OF LAND DESCRIBED IN OFFICIAL RECORD BOOK 6928, PAGE 1511, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, LYING EASTERLY OF HALIFAX DRIVE, A 40 FOOT WIDE ROAD PER DEEDS, BEING DESCRIBED AS FOLLOWS:
BEGIN AT THE INTERSECTION OF THE NORTH LINE OF SAID OFFICIAL RECORD BOOK 6928, PAGE 1511, AND THE EASTERLY LINE OF SAID HALIFAX DRIVE;
THENCE N 65°15'37" E ALONG SAID NORTH LINE OF OFFICIAL RECORD BOOK 6928, PAGE 1511, A DISTANCE OF 12.98 FEET;
THENCE S 25°24'07" E ALONG THE EAST FACE OF AN EXISTING CONCRETE SEAWALL, A DISTANCE OF 75.01 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF SAID OFFICIAL RECORD BOOK 6928, PAGE 1511; THENCE S 65°18'12" W ALONG SAID SOUTH LINE OF OFFICIAL RECORDS BOOK 6928, PAGE 1511, A DISTANCE OF 11.74 FEET TO AN INTERSECTION WITH SAID EAST LINE OF HALIFAX DRIVE;
THENCE N 26°20'47" W ALONG SAID EAST LINE OF HALIFAX DRIVE. A DISTANCE OF 75.03 FEET TO THE POINT OF BEGINNING.
HAVING AN AREA OF 927 SQUARE FEET, 0.02 ACRES

4009 HALIFAX DRIVE UPLAND PARCEL EAST
OF HALIFAX DRIVE LEGAL DESCRIPTION

A PORTION OF SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:
FOR A POINT OF BEGINNING COMMENCE AT THE INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF HALIFAX DRIVE, A 40 FOOT RIGHT-OF-WAY, WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF DUNLAWTON AVENUE (S-421) RUN N57°37'14"E ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID DUNLAWTON AVENUE, A DISTANCE OF 29.11 FEET, THENCE S24°38'37"E CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 59.61 FEET; THENCE N62°03'04"E CONTINUING ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 32.74 FEET; THENCE DEPARTING SAID RIGHT-OF-WAY LINE RUN S55°45'42"E, A DISTANCE OF 0.38 FEET TO AN INTERSECTION WITH THE SAFE UPLAND LINE (ELEVATION 1.50 FEET) ; THENCE ALONG SAID SAFE UPLAND LINE THE FOLLOWING COURSES AND DISTANCES: S28°52'21"W, A DISTANCE OF 16.40 FEET; THENCE S24°32'32"W, A DISTANCE OF 7.63 FEET; THENCE S27°35'15"W, A DISTANCE OF 13.28 FEET; THENCE S22°13'35"SE, A DISTANCE OF 79.19 FEET TO A POINT OF THE FACE OF A CONCRETE SEAWALL; THENCE S23°38'31"E ALONG SAID SEAWALL, A DISTANCE OF 25.45 FEET TO THE AFOREMENTIONED EASTERLY RIGHT-OF-WAY LINE OF HALIFAX DRIVE; THENCE N26°04'47"W ALONG SAID RIGHT-OF-WAY LINE, A DISTANCE OF 155.65 FEET TO THE POINT OF BEGINNING.
HAVING AND AREA OF 4839.18 SQUARE FEET, .11 ACRES

LAND USE CALCULATION:

SITE AREA = 5 COMBINED PARCELS = 3.27 AC
SITE AREA PARCEL A = 0.11 AC
SITE AREA PARCEL G = 0.02 AC

TOTAL SITE AREA PARCELS A-G = 3.40 AC

PARCEL A & C #630311010030, #630311010022 = 27,179 SF (0.62 AC)
EXISTING PAVEMENT = 20,575 SF (0.47 AC)

TOTAL IMPERVIOUS AREA = 20,575 SF (0.47 AC) = 92.15%
TOTAL OPEN SPACE AREA = 1,752 SF (0.04 AC) = 7.85%

PARCEL B #630311010012 = 47,693 SF (1.09 AC)
PROPOSED PAVEMENT = 25,229 SF (0.58 AC)
PROPOSED PAVERS = 613 SF (0.01 AC)
PROPOSED CONCRETE = 476 SF (0.01 AC)
PROPOSED BUILDING = 6,512.5 SF (0.15 AC)

TOTAL IMPERVIOUS AREA = 32,830.5 SF (0.75 AC) = 68.83%
TOTAL OPEN SPACE AREA = 14,862.5 SF (0.34 AC) = 31.16%
TOTAL BUILDING COVERAGE = 6,512.5/47,693 = 13.65%

PARCEL D #634104050020 = 55,236 SF (1.27 AC)
EXISTING PAVEMENT = 27,324 SF (0.63 AC)
EXISTING CONCRETE = 2,452 SF (0.06 AC)
EXISTING BUILDING = 7,090 SF (0.16 AC)
PROPOSED PAVEMENT = 550 SF (0.01 AC)
PROPOSED CONCRETE = 155 SF (0.003 AC)

TOTAL IMPERVIOUS AREA = 37,571 SF (0.86 AC) = 68.02%
TOTAL OPEN SPACE AREA = 17,665 SF (0.41 AC) = 31.98%
TOTAL BUILDING COVERAGE = 7,090 SF/55,236 = 12.84%

PARCEL F #634104030010 = 7,606 SF (0.17 AC)
PROPOSED PAVEMENT = 2,148 SF (0.05 AC)
PROPOSED CONCRETE = 249 SF (0.006 AC)
PROPOSED BUILDING = 1,610 SF (0.04 AC)

TOTAL IMPERVIOUS AREA = 4,007 SF (0.09 AC) = 52.68%
TOTAL OPEN SPACE AREA = 3,599 SF (0.08 AC) = 47.32%
TOTAL BUILDING COVERAGE = 1,610/7,606 = 21.17%

PARCEL E & G #634104050050 = 10,810 SF (0.25 AC)
EXISTING CONCRETE = 2,740 SF (0.06 AC)
EXISTING BUILDINGS = 2,124 SF (0.05 AC)

TOTAL IMPERVIOUS AREA = 5,774 SF (0.13 AC) = 53.41%
TOTAL OPEN SPACE AREA = 5,036 SF (0.12 AC) = 46.59%
TOTAL BUILDING COVERAGE = 2,124/10,810 = 19.65%

LAND USE SUMMARY:

TOTAL COMBINED SITE AREA = 148,524 SF (3.40 AC)
TOTAL IMPERVIOUS AREA = 100,757.5 SF (2.31 AC) = 67.84%
TOTAL OPEN SPACE AREA = 42,814.5 SF (1.09 AC) = 32.16%
TOTAL BUILDING COVERAGE = 17,336.5/142,762 = 12.14%

NOTES:

1). COMPLIANCE WITH THE LAND DEVELOPMENT CODE MAY NECESSITATE MODIFICATION OF THE CONCEPTUAL PLAN PER LDC CHAPTER 17, SECTION 18(G)(2)(K).

ENGINEER/LANDSCAPE ARCHITECT:

PARKER MYNCHENBERG & ASSOCIATES, INC.
PARKER MYNCHENBERG P.E. #32645
PARKER MYNCHENBERG L.A. #1553
CERTIFICATE OF AUTHORIZATION NUMBER: 00003910
1729 RIDGEWOOD AVENUE
HOLLY HILL, FLORIDA 32117
(386) 677-6891 FAX (386) 677-2114
EMAILS: info@parkermynchenberg.com
sbuswell@parkermynchenberg.com

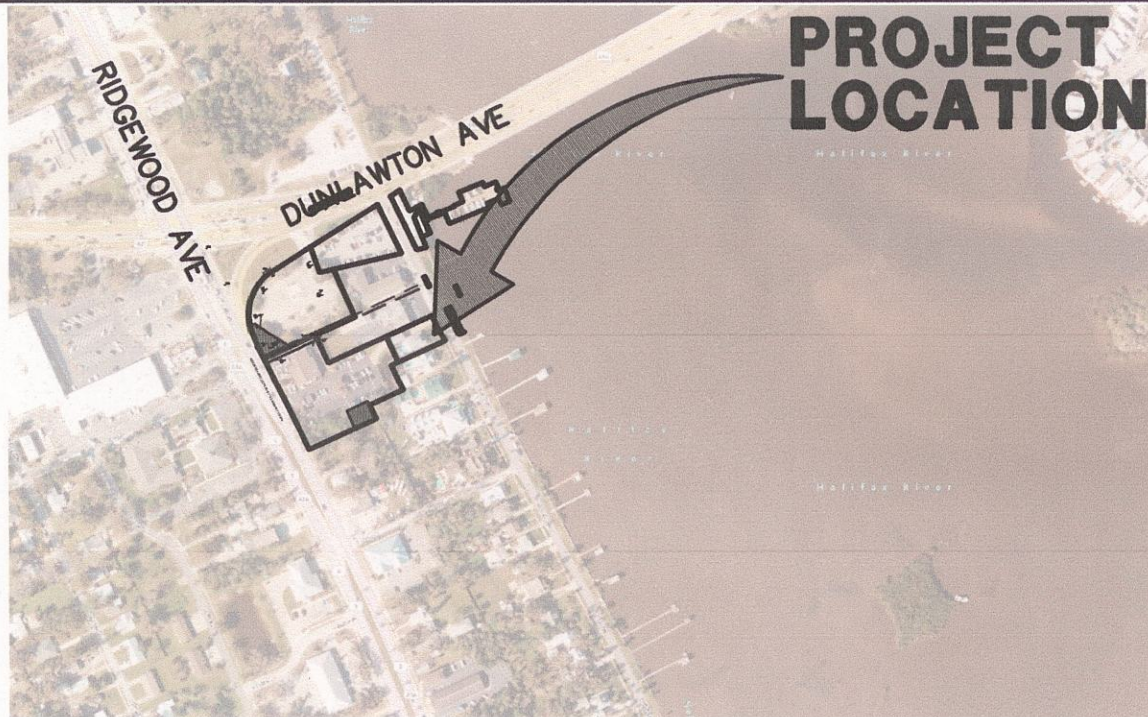
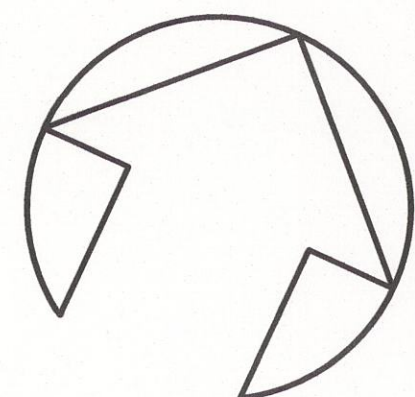
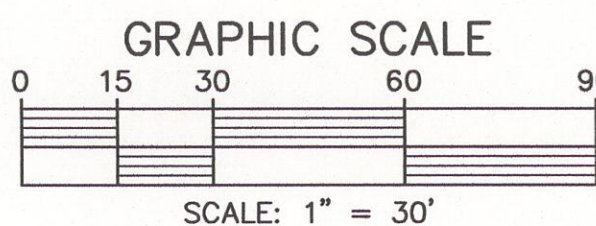
ARCHITECT:

BPF DESIGN
BRIAN FREDLEY
207 FAIRVIEW AVENUE
DAYTONA BEACH, FLORIDA 32114 PHONE:
(386) 257-0502
FAX: (386) 257-1050
E-MAIL: BPFDESIGN@CFL.RR.COM

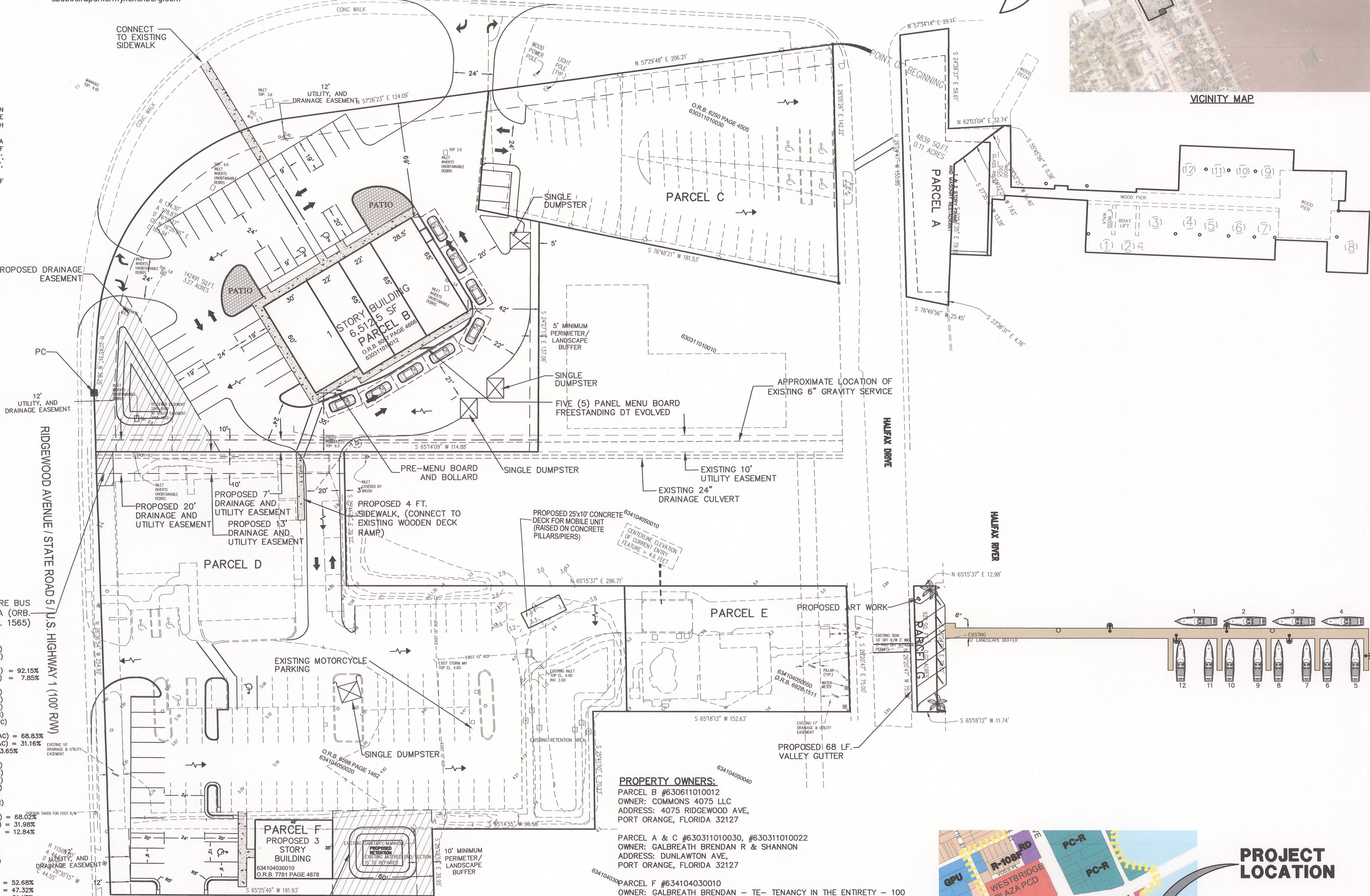
SURVEYOR:

CULLUM LAND SURVEYING, INC.
5889 S. WILLIAMSON BLVD. #205
PORT ORANGE, FL 32128
ph: 386-761-7666
fax: 386-761-7909
GREGGC@CULLUMLANDSURVEYING.COM

DUNLAWTON AVENUE (R/W VARIES)
APPROACH TO PORT ORANGE BRIDGE (DEED)



VICINITY MAP



PROPERTY OWNERS:

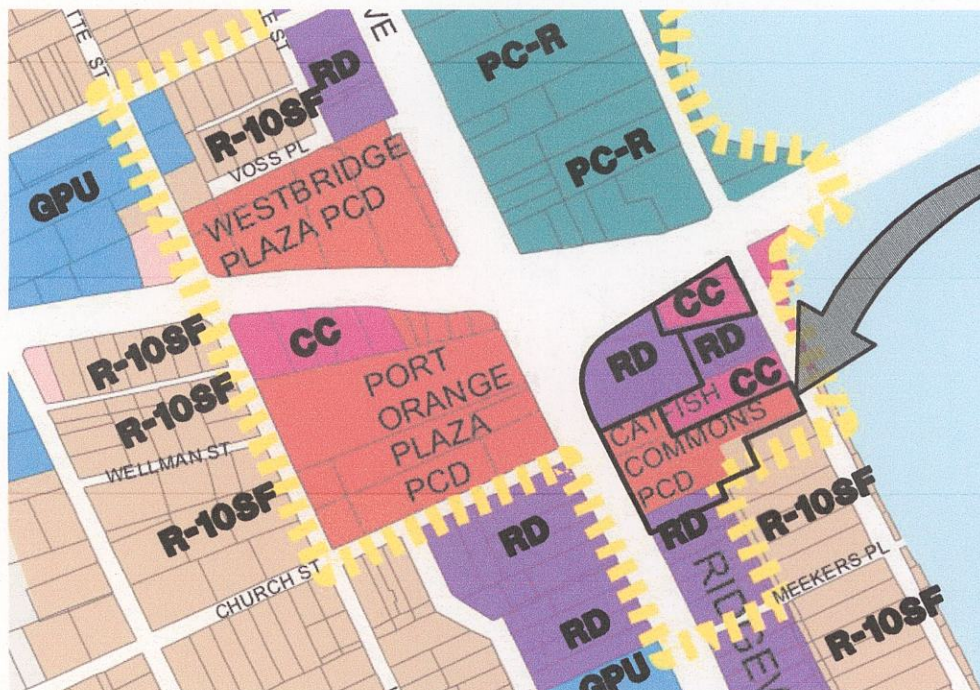
PARCEL B #630611010012
OWNER: COMMONS 4075 LLC
ADDRESS: 4075 RIDGEWOOD AVE,
PORT ORANGE, FLORIDA 32127

PARCEL A & C #630311010030, #630311010022
OWNER: GALBREATH BRENDAN R & SHANNON
ADDRESS: DUNLAWTON AVE,
PORT ORANGE, FLORIDA 32127

PARCEL F #634104030010
OWNER: GALBREATH BRENDAN R - TE- TENANCY IN THE ENTIRETY - 100
GALBREATH SHANNON - TE - TENANCY IN THE ENTIRETY - 100
ADDRESS: 4147 RIDGEWOOD AVE,
PORT ORANGE, FLORIDA 32127

PARCEL D #634104050020
OWNER: GALBREATH BRENDAN & SHANNON - 100
ADDRESS: 4085 RIDGEWOOD AVE,
PORT ORANGE, FLORIDA 32127

PARCEL E & G #634104050050
OWNER: GALBREATH BRENDAN R - TE- TENANCY IN THE ENTIRETY - 100
GALBREATH SHANNON M - TE - TENANCY IN THE ENTIRETY - 100
ADDRESS: 4108 HALIFAX DR,
PORT ORANGE, FLORIDA 32127



PROJECT LOCATION

GPU Government/Public Use
PC-R Planned Community-PO Riverwalk
CC Community Commercial
RD Ridgewood Development
R-10SF Single Family Residential
Riverwalk Overlay District

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CATFISH COMMONS
PORT ORANGE * FLORIDA

CONCEPTUAL SITE PLAN

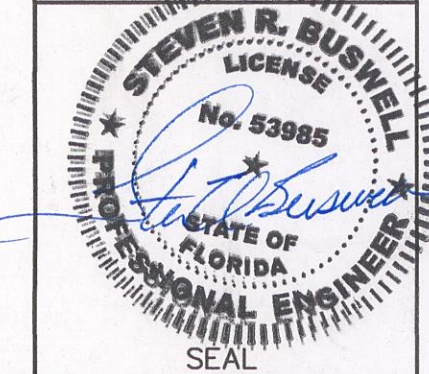
1
SHEET NO.

Drawn By: M .GRECO

Date:

JOB #

SCALE: 1"= 30'





STAFF REPORT

PCD Rezoning/Catfish Commons
Master Development Agreement and Conceptual
Development Plan
CASE NO. 21-65000002

REQUEST:	Rezone +/- 1.88 acres to Catfish Commons Planned Commercial Development (PCD) and approve the Restatement to the Catfish Commons PCD Master Development Agreement (MDA) and Conceptual Development Plan (CDP).
LOCATION:	4009 Halifax Dr., 4106 Halifax Dr. 4108 Halifax Dr., 4075 Ridgewood Ave., 4085 Ridgewood Ave., and 4147 Ridgewood Ave. (Location Map - Figure 1)
PROPERTY OWNERS AND APPLICANTS:	Brendan and Shannon Galbreath and Commons 4075, LLC
STAFF CONTACT:	Gwen Perney, Principal Planner (386) 506-5673
STAFF RECOMMENDATION:	Approval, subject to approval of the policy issues.
PLANNING COMMISSION:	Recommended Approval 6-0 (April 28, 2022)
CITY COUNCIL:	May 17, 2022

INTRODUCTION

The property owners are requesting to rezone ± 1.88 acres from Ridgewood Development (RD) and Community Commercial (CC) to Catfish Commons Planned Commercial Development (PCD) and add the ± 1.88 acres into the existing Catfish Commons Planned Commercial Development (PCD), along with approval of the Restated Catfish Commons PCD Master Development Agreement (MDA) and Conceptual Development Plan (CDP). The current PCD area is ± 1.52 acres and includes the following properties: 4085 Ridgewood Avenue and 4106/4108 Halifax Drive. If approved, the overall area of the PCD would expand to 3.40 acres and the Restatement of the Master Development Agreement (MDA) would provide the framework for development within the expanded PCD.

Figure 1. Location Map



DISCUSSION

The proposed Restatement to the Catfish Commons Master Development Agreement (MDA) and Conceptual Development Plan (CDP) would establish the following (See Exhibit 1 – Restated Catfish Commons MDA and CDP):

1. Development framework for a multi-tenant commercial building with a drive-thru at the northwest corner (4075 Ridgewood Avenue) of the PCD;
2. Development framework for a three-story mixed-use building with 4 residential units above ground floor office and retail, at the southwest corner (4147 Ridgewood) of the PCD;
3. Incorporate the Aunt Catfish's on the River restaurant property at 4009 Halifax Drive and its associated parking lot into the PCD area;
4. Maintain the existing developments at 4085 Ridgewood Avenue, which is currently the La Cantina Cocina restaurant, and 4106/4108 Halifax Drive which currently is developed with a single-family residence and a garage apartment; and
5. Development framework for a future 12-slip marina in front of the property at 4106/4108 Halifax Drive

The Catfish Commons PCD was approved in 2012 (Case No. 12-65000001) to provide the framework for a multi-use commercial project that provides opportunity for a commercial development along with non-motorized watercraft activities, farmers market, and an outdoor entertainment and staging area for special events. The PCD was amended in 2019 (Case No. 19-40000001) to allow a mobile retail unit to be located at 4085 Ridgewood Avenue, a residential unit above the entry feature at 4106 Halifax Drive to serve as a residence for any business owner/manager of a business within the PCD, and to waive fees associated with future amendments to the MDA or CDP for the PCD property.

According to the property owners, the request for the Restatement of the MDA and CDP is to add property into the PCD and create a cohesive development that utilizes existing infrastructure on the developed properties including buildings, parking, driveways, and utilities and provides opportunity for new development within the PCD and provide additional connection points into and between the properties within the PCD.

A Future Land Use (FLU) Amendment (Case No. 21-20000002) is being processed concurrently with the rezoning application to change the FLU designation at 4085 Ridgewood Avenue and 4147 Ridgewood Avenue from *Commercial* to *Mixed-Use Center* to allow for the development of a three-story mixed-use building with 4 residential units above ground floor office and retail. The PCD is compatible with the current *Commercial* FLU designation and the *Mixed-Use Center* FLU designation. The surrounding land uses, FLU designations and zoning classifications are identified in Table 1

Table 1. Surrounding Land Uses, FLU Designations, and Zoning Districts

Direction	Existing Land Use	FLU Designation	Zoning District
North	Vacant & Dunlawton Ave. right-of-way	<i>Planned Community</i>	Planned Community - Riverwalk
South	Vacant Commercial and Single Family Residential	<i>Commercial</i>	Ridgewood Development (RD) and Neighborhood Preservation (NP)
East	Multi-Family Apartments, Maloney Funeral Home and Single-family Residential Halifax River	<i>Commercial</i>	Ridgewood Development (RD), Community Commercial (CC), and Neighborhood Preservation (NP)
West	Commercial	<i>Commercial</i>	Planned Commercial Development (PCD), and Ridgewood Development (RD)

The current and proposed FLU designations and zoning classifications are graphically depicted in Figures 2 and 3.

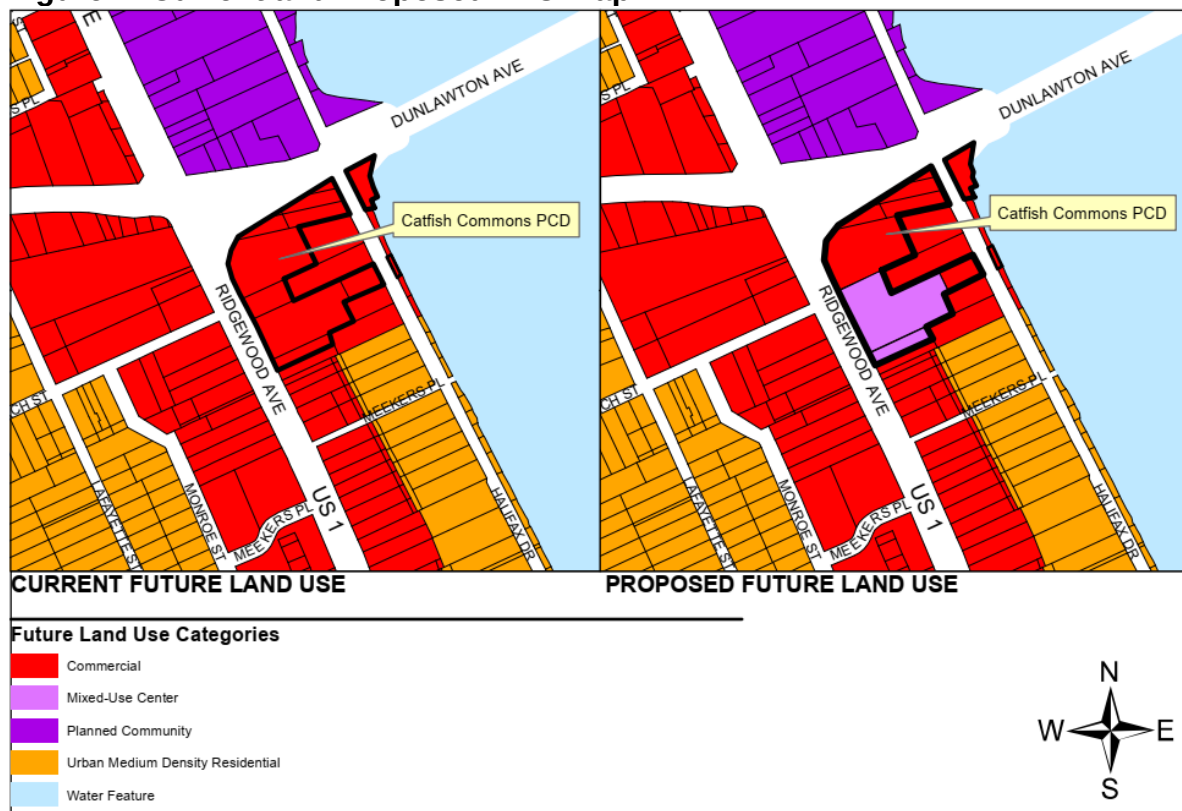
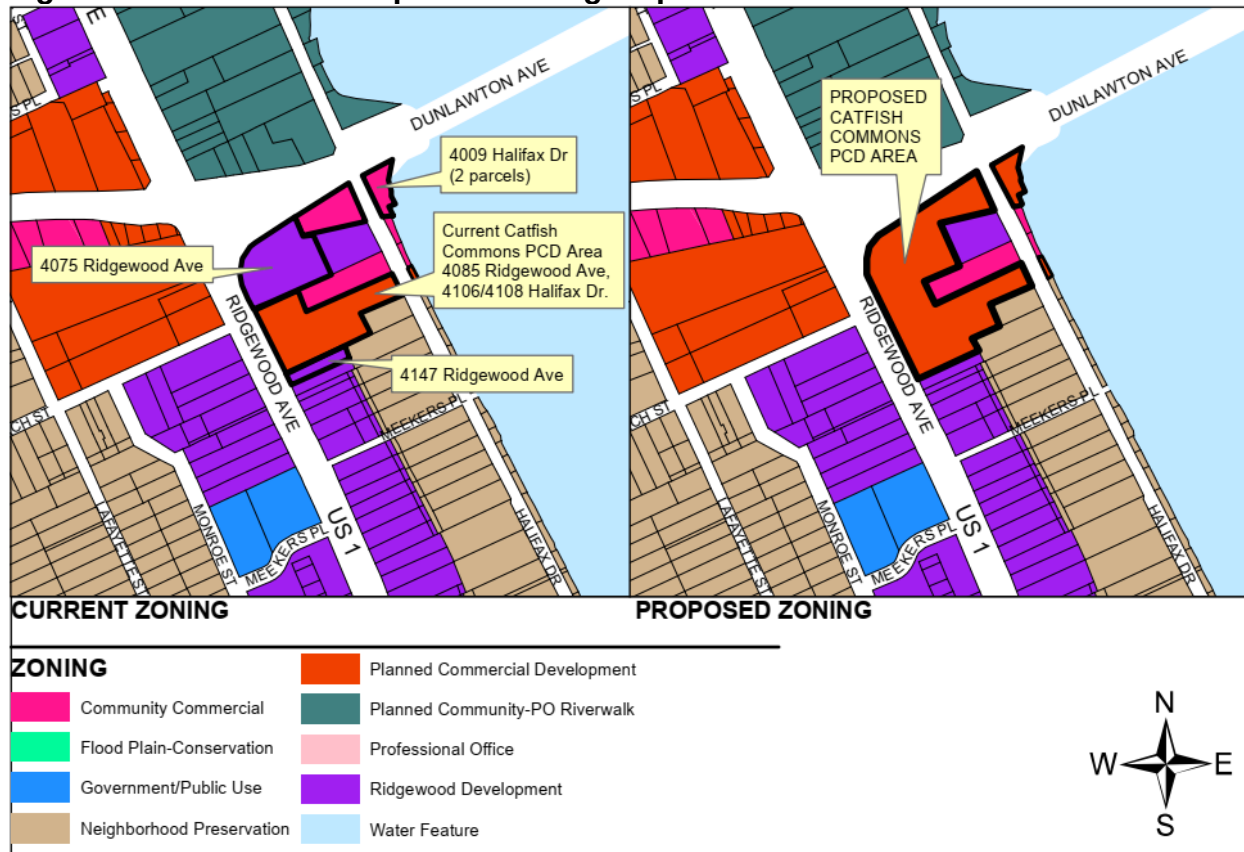
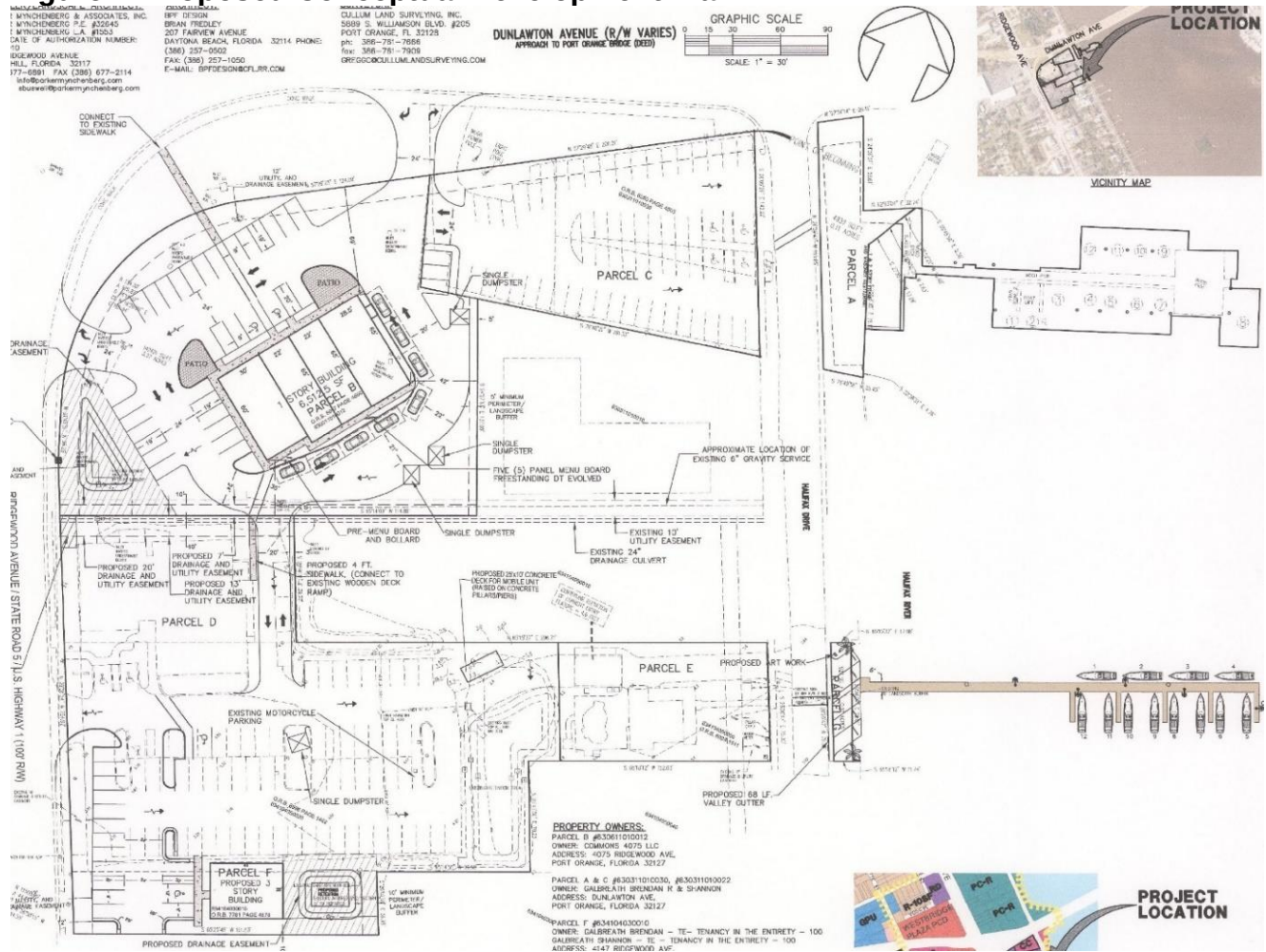
Figure 2. Current and Proposed FLU Map

Figure 3. Current and Proposed Zoning Map

All future development plans submitted will require detailed technical review by the Development Review Committee (SDRC) to determine all requirements in the Land Development Code (LDC) and the Catfish Commons PCD MDA and CDP are met. As with all development, specific site development proposals for the subject property are subject to concurrency regulations at the time of development requiring transportation facilities to be provided or for the developer to enter into a mitigation agreement for their impacts.

DEVELOPMENT PROPOSAL

The following discussion will focus on the significant aspects of the proposed MDA and CDP such as general site layout, access, parking dimensional requirements, landscape buffers, utilities, and drainage areas. The use of the Planned Commercial Development (PCD) zoning rather than conventional zoning is to allow the flexibility in landscape buffer size along Dunlawton Avenue, building setbacks, off-site signage, and 12-slip marina. However, as typical with PCDs, there are deviations from the LDC as part of the proposed Restated Catfish Commons MDA and CDP which are further discussed in the report.

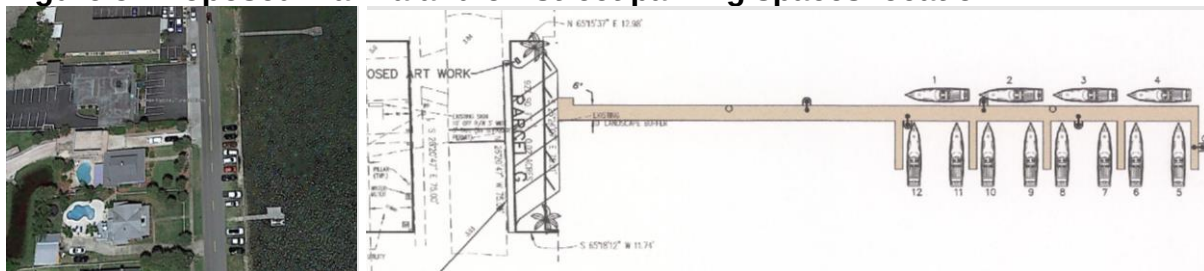
Figure 4. Proposed Conceptual Development Plan**Permitted Uses**

The proposed permitted uses for the PCD include uses allowed in the Ridgewood Development (RD) district for the Aunt Catfish's on the River property and the 4075 Ridgewood Avenue property which allows for general retail, office, and restaurant uses typically established along the Ridgewood Corridor (Exhibit 2 – Permitted Uses) The 4075 Ridgewood Avenue property is located in the Riverwalk Overlay District (ROD) and according to the ROD a drive-thru facility can be permitted if approved by City Council as part of a PCD. The proposed MDA allows for one drive thru on the 4075 Ridgewood Avenue property. The proposed CDP shows this property developed as a multi-tenant building with one drive-thru end cap tenant. *The request for a drive-thru at 4075 Ridgewood Avenue is a policy issue.* The drive-thru will be required to comply with the width, stacking, and screening requirements in the LDC.

The permitted uses for the 4085 Ridgewood Avenue and 4147 Ridgewood Avenue properties are the same uses allowed in Mixed-Use Center (MXU) zoning district which allows for a combination of commercial, office and residential uses (Exhibit 3 – Permitted Uses). The MDA restricts the number of residential units at the 4147 and 4085 Ridgewood Avenue property to a maximum of four (4) units.

The permitted uses for the property at 4106/4108 Halifax Drive have been updated to include marina to the previously approved list of use in the Catfish Commons MDA. The current permitted uses include a single-family residence, garage apartment, restaurant (no-drive thru), ice cream shop, retail, professional and medical office, and bed and breakfast inn. The restated MDA limits the number of boat slips to 12 and prohibits overnight live-aboard vessels and the sale of gas. *Adding a marina with up to 12-slips to the list of permitted use at 4106/4108 Halifax Drive is a policy issue.* All future development plans for the marina will require detailed technical review by the Development Review Committee (SDRC) to determine all requirements in the Land Development Code (LDC) and required to comply with the Volusia County Manatee Protection Plan, Florida Department of Environmental Protection, and any other applicable local, state, and federal laws (Figure 5).

Figure 5. Proposed marina and on-street parking spaces location



Dimensional Requirements

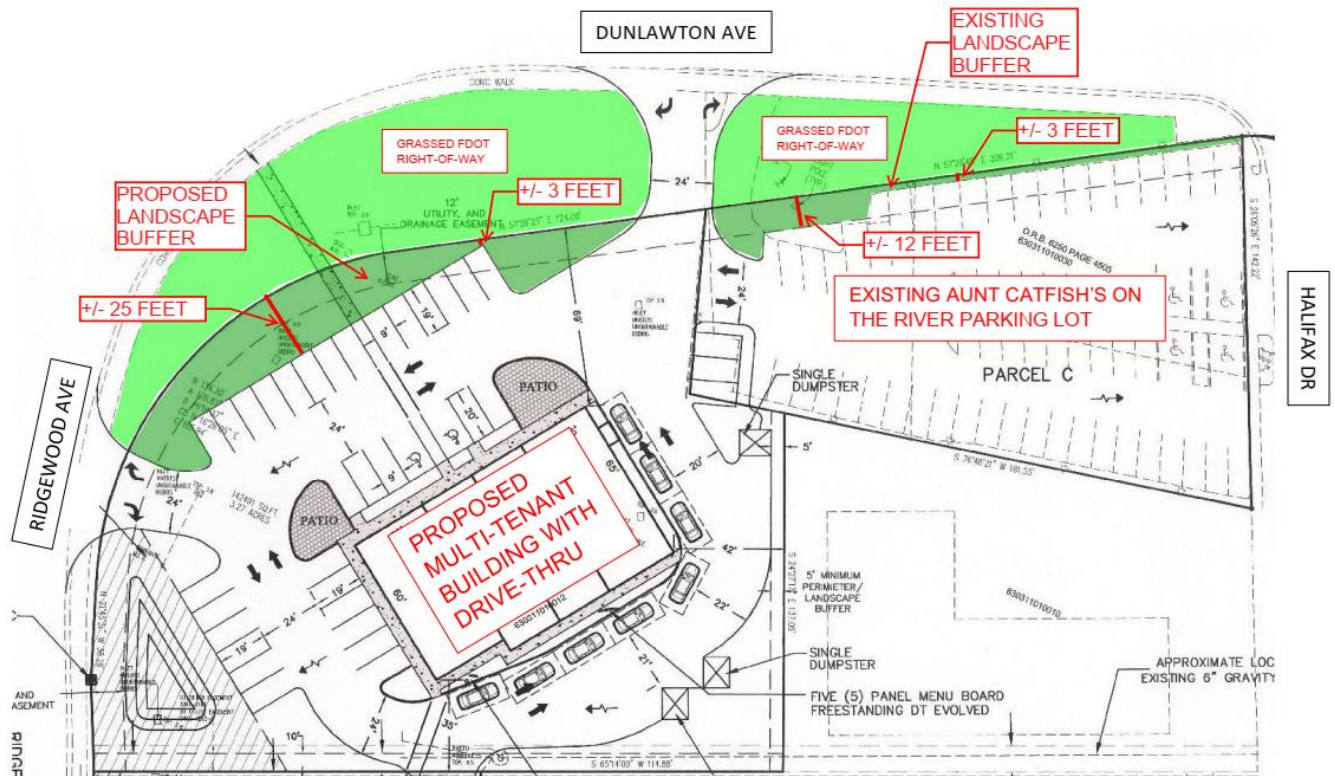
The proposed MDA provides the dimensional requirements for any new development and establishes the existing setbacks for the existing Aunt Catfish's on the River restaurant building as the required setbacks on that property. *Allowing the existing setbacks for the Aunt Catfish's on the River property to maintain reduced building setbacks is a policy issue.* The restated MDA maintained building setbacks in the previously approved Catfish Commons MDA for the existing buildings at 4106/4108 Halifax Drive and 4085 Ridgewood Avenue (La Cantina Cocina Mexicana Restaurant). The proposed maximum building coverage, minimum open space, building setbacks, and building height are generally comparable to similar City standard commercial zoning districts (see Table 1).

Landscaping and Tree Preservation

The proposed PCD will comply with the landscaping and tree preservation requirements of the LDC, except for the Dunlawton Avenue right-of-way landscape buffer. The LDC requires a 20-foot landscape buffer along the Dunlawton Avenue right-of-way; however, due to site constraints and configuration and existing site improvements, the proposed landscape buffer along Dunlawton Avenue would vary in width from ± 3 feet to ± 25 feet instead of the required uniform width of 20 feet from the right-of-way line (Figure 6). According to the MDA, the landscaping material required to meet the minimum requirements in the LDC for a 20-foot-wide landscape buffer will still be provided in the proposed Dunlawton Avenue right-of-way landscape buffer and will consist of a mix of palm trees, understory trees, and shrubs to visually enhance the site and to provide vehicular screening. Therefore, the amount of landscaping installed will not deviate from the LDC, only the width of the landscape buffer at certain areas of the project. *The varied*

landscape buffer instead of the 20-foot landscape buffer along Dunlawton Avenue is a policy issue.

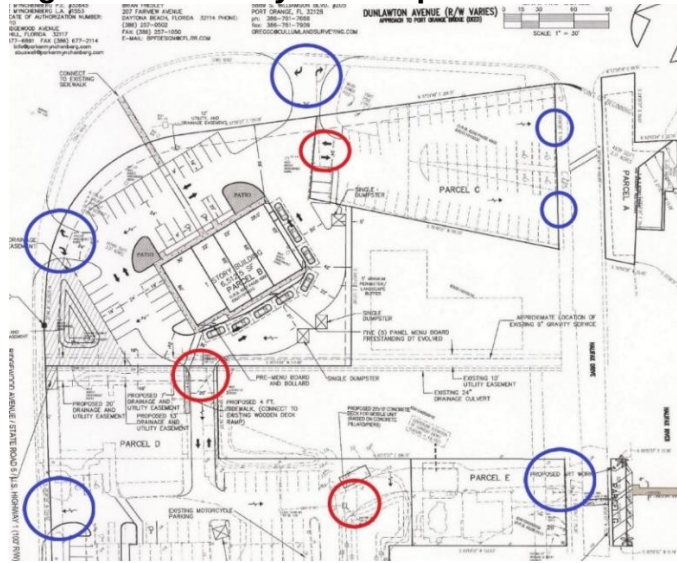
Figure 6. Proposed and existing Dunlawton landscape buffer areas



Parking and Access

Access to the development will be provided from existing driveways located on Dunlawton Avenue, Ridgewood Avenue, and Halifax Drive. As shown on the CDP, there are modifications proposed to some of the driveways to comply with driveway width and radii requirements in the LDC and requirements from FDOT. Access from Dunlawton Avenue and Ridgewood Avenue are under FDOT's jurisdiction. The proposed MDA requires cross-access between the parking areas of the PCD to allow for better traffic to flow within the PCD property without accessing the adjacent roadways and to provide multiple points to enter and exit the PCD. Figure 7 shows the existing ingress/egress access points in blue and proposed and existing cross-access connection points in red.

The proposed parking for the existing and future buildings will comply with the parking ratio, shared parking between uses and properties, standard parking size dimensions, drive-thru stacking, and drive aisle width requirements of the LDC of the previously approved Catfish Commons MDA.

Figure 7. Driveway access points and cross-connection points within the PCD

In addition to the on-site parking spaces provided, the MDA proposes five (5) parking spaces to be added within the Halifax Drive right-of-way for visitors accessing the 12-slip marina. The proposed parking spaces will be angled along the northbound lanes of Halifax Drive. Halifax Drive is a 25 MPH, two-lane right-of-way that vehicles currently park along at various locations. These spaces are not anticipated to be high-turnover spaces where vehicles would be continuously accessing and exiting, but rather vehicles are likely to park once for the day or half-day. Currently, the LDC does not permit parking spaces to back directly into a right-of-way. The parking spaces would be in the general area that vehicles shown in the aerial photograph (Figure 8) were parked temporarily when the driveway connecting Halifax Drive to 4085 Ridgewood Avenue was closed to traffic while the garage apartment structure on 4106 Halifax Drive was under construction. Currently this area is roped off from vehicle parking (Figure 8). *Approval of the five (5) on-street parking spaces is a policy issue.*

Figure 8. Proposed marina and on-street parking spaces location

Architecture and Signage

The architecture style for the PCD is a general Florida Vernacular style with features such as metal roofs, hardiboard siding, and other decorative elements typical of coastal architecture (Figure 9). All new buildings built in the PCD will be designed to comply with the Florida Vernacular architecture style along with the architectural standards in the LDC for non-residential buildings. Existing buildings within the PCD will remain in their current

state, but if these existing buildings are redeveloped the exterior will need to comply with the Florida Vernacular architecture style along with the architectural standards in the LDC for nonresidential buildings.

Figure 9. Architectural Rendering of the proposed building at 4075 Ridgewood Ave. and Florida Vernacular style.



The PCD will comply with the signage requirements of the LDC, except for off-site signage. The MDA proposes to allow any business within the PCD to have signage on other parcels within the PCD, subject to the sign complying with the LDC in terms of height, number of panels, sign area, etc. This allows signage to be placed along cross-access drives or roadway access points to direct traffic coming off Ridgewood Avenue, Dunlawton Avenue, and Halifax Drive to the businesses within the PCD (Figure 10). *Allowing off-site signage to advertise businesses within the PCD is a policy issue.*

Figure 10. Existing off-site signage



The MDA also specifies that Aunt Catfish's on the River is permitted to install a tenant panel on the monument sign in front of the multi-tenant building at 4075 Ridgewood Avenue. The proposed sign would be required to be designed to meet the multi-tenant

freestanding sign requirements (height, number of panels, landscaping, setbacks, and architectural design) as provided in the LDC. The applicants state that due to the minimal space along Dunlawton Avenue, in front of Aunt Catfish's on the River, a monument sign cannot be installed. Therefore, to advertise Aunt Catfish's on the River to vehicular traffic using Dunlawton Avenue and Ridgewood Avenue, the applicant would like the ability to advertise on the multi-tenant sign located at 4075 Ridgewood Avenue. *Allowing off-site signage for Aunt Catfish's on the River on the multi-tenant sign located at 4075 Ridgewood Avenue is a Policy Issue.*

CONSISTENCY WITH THE COMPREHENSIVE PLAN

A Future Land Use (FLU) Amendment (Case No. 21-20000002) is being processed concurrently with the rezoning application to change the FLU designation at 4085 Ridgewood Avenue and 4147 Ridgewood Avenue from *Commercial* to *Mixed-Use Center* to allow for the development of a three-story mixed-use building with 4 residential units above ground floor office and retail. The remaining portion of the PCD area has a FLU designation of *Commercial*. The PCD is compatible with the current *Commercial* FLU designation and the *Mixed-Use Center* FLU designation.

The proposed PCD rezoning and restated MDA is generally consistent with the intent of the Goals, Objects, and Policies of the Comprehensive Plan and supports infill redevelopment of parcels within an existing built commercial area that is already served by public infrastructure (water, sewer, roads, and schools).

The proposed PCD is also consistent with the Ridgewood Corridor Plan as it promotes the redevelopment of properties in one of the identified Waterfront Linkage Zones, a long-term strategy listed in the plan (Figure 11). The proposed MDA and CDP will combine lots for redevelopment, create additional cross-access between parcels, and provide opportunities for new businesses which are also strategies identified in the plan.

Figure 11. Waterfront Linkage Zone from Ridgewood Corridor Plan



PUBLIC NOTICE

On October 15, 2021, staff posted the property notifying the public of the proposed amendment. As of the time this agenda item was prepared, staff has received one general inquiry phone call regarding the proposed rezoning or MDA Restatement. There were no concerns from the caller.

RECOMMENDATION

Staff recommends approval of the rezoning of the properties at 4009 Halifax Drive from Community Commercial (CC), and properties at 4075 Ridgewood Avenue and 4147 Ridgewood Avenue from Ridgewood Development (RD), to Planned Commercial Development (PCD), and approval of the Restatement of the Catfish Commons PCD Master Development Agreement (MDA) and Conceptual Development Plan (CDP), subject to the approval of Future Land Use Amendment Case No. 21-20000002, and subject to the six (6) policy issues:

1. Allow a drive-thru for the proposed building at 4075 Ridgewood Avenue;
2. Allow marina to be added to the list of permitted uses at 4108 Halifax Drive;
3. Establishing building setbacks for Aunt Catfish's on the River restaurant building equal to the current setbacks of the building;
4. Allow a varied width landscaping buffer along Dunlawton Avenue;
5. Allow five (5) on-street parking spaces along Halifax Drive; and
6. Allow off-site signage for businesses within the PCD area.

ATTACHMENTS

Exhibit 1 – See Ordinance Exhibit

Exhibit 2 – Permitted Uses for the Ridgewood Development (RD) Zoning District

Exhibit 3 – Permitted Uses for the Mixed-Use Center (MXU) Zoning District

Exhibit 2

Permitted Uses for the Ridgewood Development (RD) and Mixed-Use Center (MXU) zoning district

Chapter 17, Section 25: - Ridgewood development (RD) district.

Permitted uses.

- (1) Adult/vocational education.
- (2) Appliance/electronic repair shops.
- (3) Athletic/sports facilities.
- (4) Auction houses.
- (5) Banks.
- (6) Boat sales.
- (7) Business services.
- (8) Clubs, lodges, and fraternal organizations.
- (9) Commercial/industrial equipment and supplies.
- (10) Convenience stores with or without fuel operations.
- (11) Equipment rental.
- (12) Financial services.
- (13) Fleet-based services.
- (14) Fortunetellers, astrologers, and palm readers.
- (15) Funeral homes.
- (16) Furniture and appliance stores.
- (17) Greenhouses and nurseries (wholesale and retail).
- (18) Health/exercise club.
- (19) Hotels.
- (20) Houses of worship.
- (21) Laboratory, research and development.
- (22) Maintenance contractors.
- (23) Manufacturing: craftsman shops.
- (24) Manufacturing, limited.
- (25) Medical offices/clinics.
- (26) Mobile home sales.
- (27) Motor vehicle sales.
- (28) Motor vehicle service centers.
- (29) Motor vehicle service stations.
- (30) Offices.
- (31) Pawn shops.
- (32) Personal services.
- (33) Restaurants.
- (34) Retail home building materials.
- (35) Retail sales and services.
- (36) Tattoo establishment.
- (37) Taxidermy.
- (38) Theaters.
- (39) Veterinary clinics.
- (40) Wholesalers and distributors.
- (41) Xerographic and offset printing.

(bb) Permitted uses with special development requirements (chapter 18, [section 4](#)).

- (1) Assisted living facilities (subsection 1).

- (2) Brewery (subsection 3.7).
- (3) Child care centers (subsection 4).
- (4) Community gardens (subsection 5.1).
- (5) Construction and home improvement contractor (subsection 5.12).
- (6) Craft food and beverage producer (subsection 5.15).
- (7) Microbrewery (subsection 9.57).
- (8) Nursing homes (subsection 10).

(c) *Special exception uses (chapter 18, [section 3](#)).*

- (1) Bars, lounges and night clubs (subsection 3).
- (2) Boat repair, engine (chapter 18, paragraph 3(b)(3.5)).
- (3) Farmers/flea markets (subsection 5.5).
- (4) Game/recreation facilities (subsection 7).
- (5) Manufacturing: fabrication.
- (6) Marina, recreational (subsection 9.6).
- (7) Mini-warehouses (subsection 10).
- (8) Motor vehicle repair facilities (subsection 13).
- (9) Multifamily dwellings (16 units per gross acre maximum allowable density) (subsection 14).

(d) *Reserved.*

(e) *Special landscape provisions.*

(1) Special landscape provisions for development within this district are described in [chapter 13](#), specifically subsection 3(c), subsection 3(d)(3), subsection 3(e), subsection 4(b) and subsection 5(d).

(f) *Special signage provisions.* Special signage provisions for development within this district are described in [chapter 15](#), specifically subsection 6(b) and subsection 7(c)(1)(b).

(g) *Special vehicular use provisions.* The use of alternative surfaces for parking and other vehicular use areas shall be permitted as provided in subsection 6(f)(3) of [chapter 12](#) of this Code.

(h) *Special owner-occupancy provisions.* The residential occupancy by a business owner and the owner's family of a structure being used for a permitted use or permitted use with special development requirements shall be permitted as provided in subsection 2(d) of [chapter 20](#) of this Code.

Exhibit 3
Permitted Uses for the Mixed-Use Center (MXU) zoning district

Chapter 17, Section 32: - Mixed Use Center (MXC) district.

Mix of uses. The allowable distribution of uses within each mixed-use center unified development will be within the following ranges:

Commercial (not including office)	50%—90%
Office	10%—90%
Residential	0%—50%
Institutional	0%—35%

Permitted uses.

(1) *Principal uses:* All uses in this list shall be permitted within the MXC district. Uses are categorized based on similar impacts and to ensure diversity of uses. Those uses with special development requirements are identified with an asterisk (*). These special development requirements are identified in [Chapter 18, Section 4](#).

(a) *Commercial category.*

- (1) Banks.
- (2) Bars, lounges, and nightclubs *.
- (3) Brewery*.
- (4) Craft food and beverage producer*.
- (5) Game/recreation facility.
- (6) Health/exercise clubs *.
- (7) Marina, Recreational *.
- (8) Microbrewery*.
- (9) Office supplies.
- (10) Personal services.
- (11) Restaurants.
- (12) Retail sales and service.

(b) *Office category.*

- (1) Business services.
- (2) Financial services.
- (3) Medical office/clinics.
- (4) Offices.
- (5) Public park and associated facilities. (This is a supportive use to the principal uses listed. It is allowed by right, but shall not count towards the minimum permitted mix of uses.)
- (6) Veterinary clinics.

(c) *Residential category.*

- (1)-(3) Reserved.
- (4) Multifamily dwelling (16 units per gross acre maximum allowable density).
- (5) Live-work units *.
- (6) Bed and breakfast inn.

(d) *Institutional category.*

- (1) Child care centers *.
- (2) House of worship.
- (3) Private schools.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/21/2022

SUBJECT: (H18) Second Reading - Ordinance No. 2022-13 - Administrative Small-Scale Comprehensive Plan Future Land Use Map Amendment/5360 Dubois Ave. (Case No. 22-20000002)

DEPARTMENT: Community Development

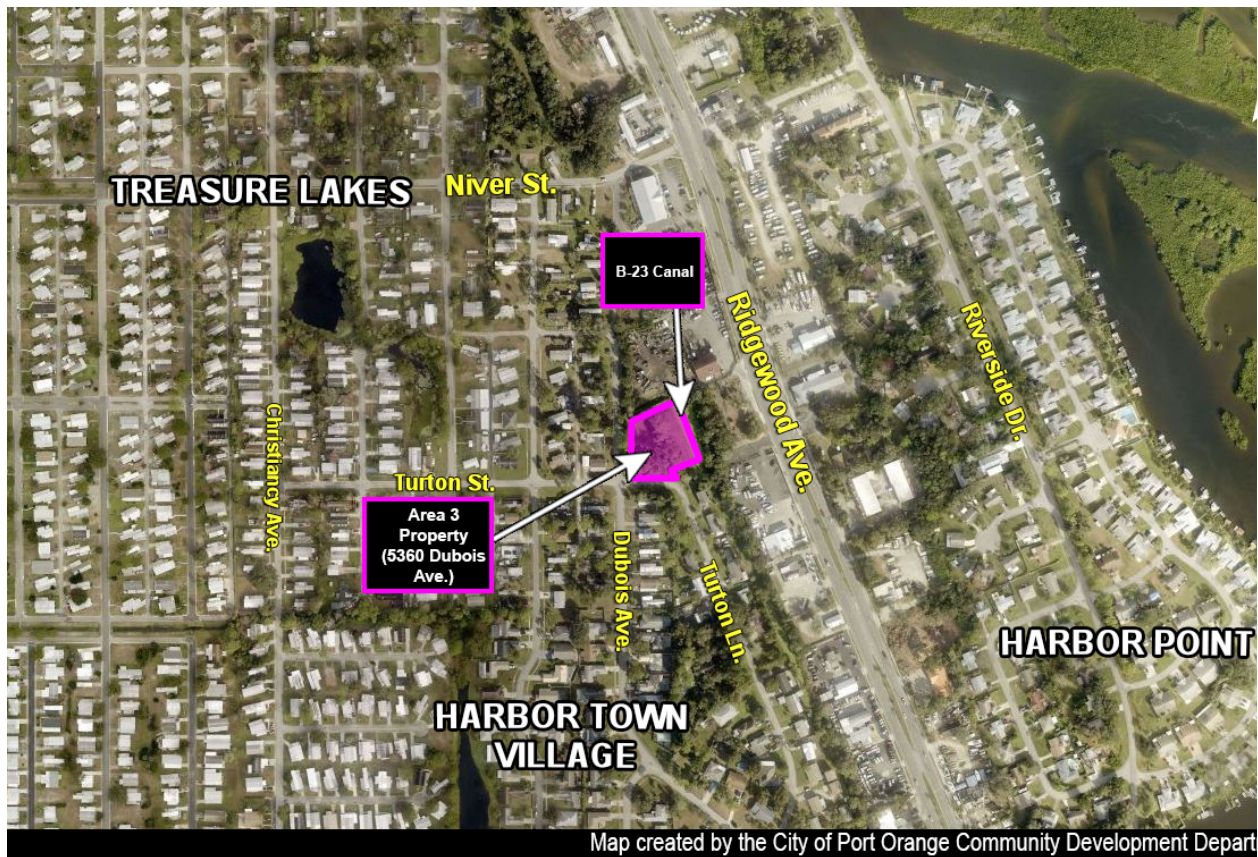
GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2022-13, amending the Future Land Use designation of ± 0.81 acres, located at 5360 Dubois Avenue, from *Commercial* to *Urban Medium Density Residential* (4-8 Units/Acre), and authorizing staff to send the amendment to the required review agencies.

SUMMARY: Planning Commission Action (4/28/2022): Recommended Approval (Vote 6-0)

The proposed administrative Future Land Use (FLU) map amendment is to change the FLU designation of ± 0.81 acres from *Commercial* to *Urban Medium Density Residential* (4-8 units/acre). The subject property is located at the northeastern corner of Dubois Avenue and Turton Street. The proposed FLU amendment is being processed concurrently with an application to rezone the subject property from Ridgewood Development (RD) to Mobile Home Residential (RMH) so it is compatible with the surrounding area. The property owners of the subject property have signed an affidavit authorizing the City to act as the applicant to change the FLU designation of the subject property.

The subject property is currently vacant and has historically been designated as *Commercial* on the FLU Map. To encourage redevelopment of the subject property with a use compatible with the surrounding residential area, an amendment to the FLU map and rezoning amendment is being processed. The proposed *Urban Medium Density Residential* (4-8 Units/Acre) designation is the same designation for the properties to the south and west of the subject property. If approved, the subject property has the potential to be developed with a mobile home (residential), increasing the compatibility with the adjacent properties. The current *Commercial* FLU designation would allow for non-residential development on the subject property that could lead to the development of a non-compatible commercial use and add commercial traffic on local residential streets. The subject property does not front Ridgewood Avenue, so access to the subject property is only through residential streets. There is existing infrastructure such as water, sewer, and roads to support the redevelopment of this infill property.



All public facilities have adequate capacity to accommodate the proposed amendment. 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, Gideon Smith

ATTACHMENTS:

1.	Ord. No. 2022-13 with Exhibit	Ord. No. 2022-13 Small Scall Admin.pdf
2.	Staff Report	FINAL Staff Report - FLUA - 5360 Dubois Avenue.pdf

Penelope Cruz
Robin Fenwick

Created/Initiated - 6/6/2022
Final Approval - 6/6/2022

ORDINANCE NO. 2022-13

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
±.81 ACRES FROM COMMERCIAL TO URBAN MEDIUM
DENSITY RESIDENTIAL (4-8 UNITS/ACRE) FOR
PROPERTY GENERALLY LOCATED AT 5360 DUBOIS
AVENUE; PROVIDING FOR CONFLICTING ORDINANCES,
SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, after careful review and a public hearing, the Planning Commission, sitting as the Local Planning Agency, has forwarded a recommendation to the City Council regarding this proposed amendment to the Comprehensive Plan for the City of Port Orange; and

WHEREAS, the proposed amendment to the Comprehensive Plan directly relates to small scale development activities as provided in Section 163.3187(1)(c), Florida Statutes; and

WHEREAS, the City Council of the City of Port Orange has received comments and proposals from the general public and held at least one public hearing with regard to the proposed amendment to the Comprehensive Plan; and

WHEREAS, the amendment to the Comprehensive Plan shall be submitted to the Volusia Growth Management Commission for a determination of consistency in accordance with Section 202.3 of the Charter of Volusia County, Florida; and

WHEREAS, the City Council hereby declares that the purpose and intent of the proposed amendment to the Comprehensive Plan is to guide future growth and development; encourage the most appropriate use of land, water, and other resources,

consistent with the public interest; promote and protect the public health, safety, comfort, good order, appearance, convenience, aesthetics, and general welfare; prevent the overcrowding of land and avoid undue concentration of population; provide adequate and efficient transportation, water, sewage, drainage, fire protection, parks, recreational facilities, housing, and other services, facilities and resources; and conserve and protect natural resources within the City, while protecting private property rights; and

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

Section 1. For purposes herein, the term “Comprehensive Plan”, shall mean the Comprehensive Plan for the City of Port Orange, consisting of the two (2) volumes entitled “Comprehensive Plan City of Port Orange 2010-2025”, including Binder No. 1, consisting of ten (10) elements, including Future Land Use and Future Land Use Map; Transportation; Housing; Public Facilities; Public Schools Facilities; Coastal Zone Management; Conservation; Recreation and Open Space; Intergovernmental Coordination; and Capital Improvements, all as adopted by Ordinance No. 1999-43, as subsequently amended by Ordinances No. 1999-46, 1999-56, 1999-57, 2000-1, 2000-8, 2000-13, 2000-25, 2000-29, 2000-41, 2001-2, 2001-21, 2001-26, 2001-28, 2001-75, 2001-76, 2001-89, 2002-7, 2002-20, 2003-3, 2003-1, 2003-22, 2003-39, 2004-34, 2004-39, 2005-1, 2005-3, 2005-13, 2005-15, 2005-25, 2005-27, 2005-30, 2005-31, 2005-49, 2006-9, 2006-16, 2006-24, 2006-41, 2006-51, 2006-53, 2007-4, 2007-14, 2007-30, 2007-48, 2007-55, 2007-57, 2007-60, 2007-61, 2008-2, 2008-8, 2008-9, 2008-12, 2008-16, 2008-19, 2008-36, 2009-3, 2009-19, 2009-20, 2010-14, 2010-20, 2010-30, 2011-24, 2011-34, 2012-8, 2012-24, 2012,30, 2013-20, 2013-25, 2014-31, 2014-32,

2015-42, 2015-44, 2016-6, 2016-20, 2016-24, 2016-26, 2017-4, 2017-33, 2018-10, 2018-15, 2018-18, 2018-20, 2018-29, 2018-30, 2019-11, 2019-21, 2019-23, 2019-33, 2019-41, 2020-2, 2020-5, 2020-11, 2020-14, 2020-22, 2020-34, 2020-39, 2021-1, 2021-24, 2021-28, 2022-8, 2022-11, and this ordinance.

Section 2. The Future Land Use Map of the Comprehensive Plan is hereby amended from Commercial to Urban Medium Density Residential (4-8 units/acre) as shown on the Map depicted in **Exhibit “A”**, attached hereto and by reference made a part hereof.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent of such conflict.

Section 4. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared severable.

Section 5. This ordinance shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

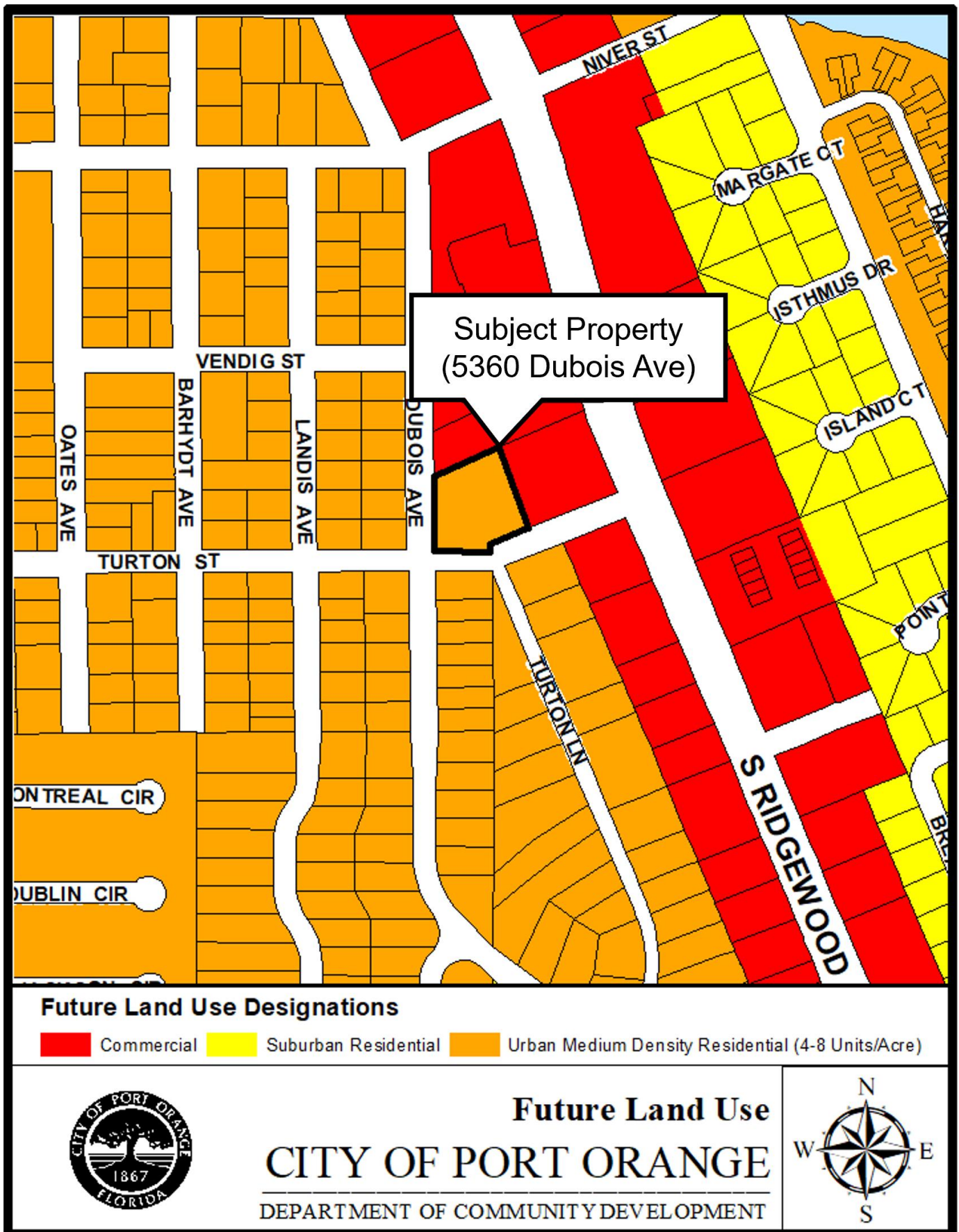
Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the day of

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

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

EXHIBIT "A"





STAFF REPORT

SMALL-SCALE FUTURE LAND USE MAP AMENDMENT

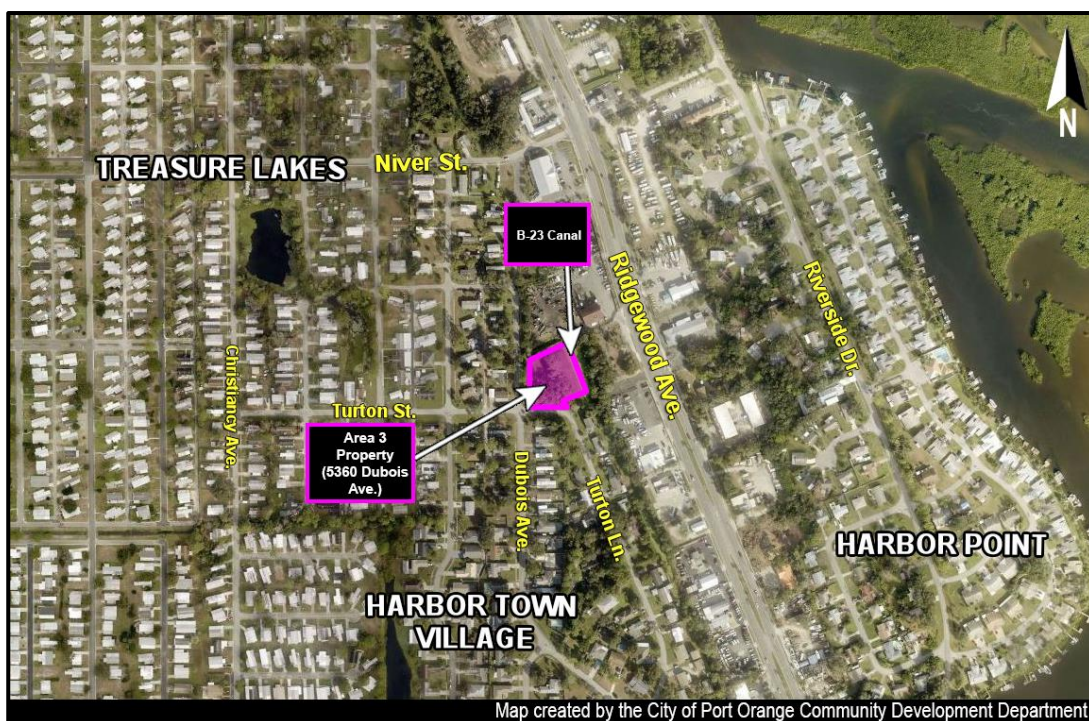
5360 Dubois Avenue
CASE NO. 22-20000002

REQUEST:	Amend the Comprehensive Plan Future Land Use (FLU) Map to change the FLU designation for ± 0.81 acres from <i>Commercial</i> to <i>Urban Medium Density Residential (4-8 units/acre)</i>
LOCATION:	5360 Dubois Avenue (see Figure 1)
PROPERTY OWNERS:	Robert W. and Carmella J. Faris
APPLICANT:	City of Port Orange
STAFF CONTACT:	Gideon Smith, Senior Planner (386) 506-5676
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 6-0 (April 28, 2022)
CITY COUNCIL DATE:	May 17, 2022

INTRODUCTION

The proposed administrative Future Land Use (FLU) map amendment is to change the FLU designation of ± 0.81 acres from *Commercial* to *Urban Medium Density Residential (4-8 units/acre)*. The subject property is located at the northeastern corner of Dubois Avenue and Turton Street. The proposed FLU amendment is being processed concurrently with a rezoning application to rezone the subject property from Ridgewood Development (RD) to Mobile Home Residential (RMH) to make the subject property compatible with the surrounding area.

Figure 1. Location Map



Map created by the City of Port Orange Community Development Department

DISCUSSION

The following discussion will examine the proposed amendment and impacts of the proposed amendment.

PROPERTY OVERVIEW

The subject property is vacant and historically had a *Commercial* Future Land Use (FLU) designation and zoned Ridgewood Development (RD) but was developed with a residential mobile home. The subject property can only be accessed through residential streets. Since a mobile home was on the property, the mobile home was allowed to remain as a non-conforming use. However, when the mobile home was demolished, its nonconforming status was lost, and any future development on the parcel is now required to be a commercial use. To encourage redevelopment of the infill property with a use that is compatible with the surrounding residential area and would not generate commercial traffic on a residential street, an amendment to the FLU map and rezoning is being processed to allow the subject property to be redeveloped as residential.

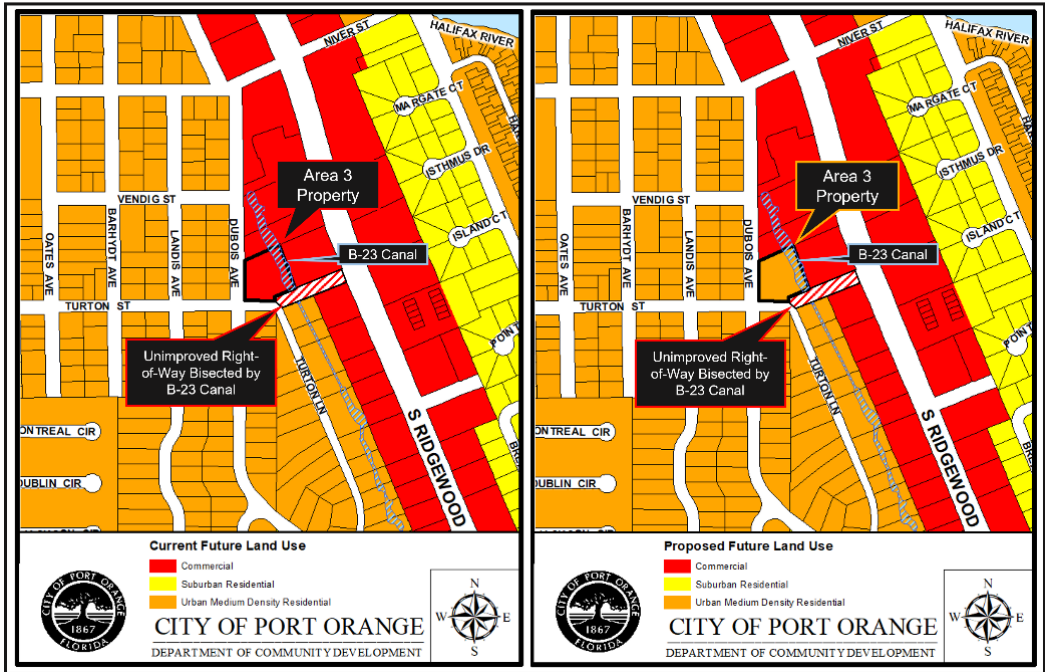
There is existing infrastructure such as water, sewer, and roads to support the redevelopment of this infill property with a residential use. The surrounding existing land uses, Future Land Use designations, and Zoning classifications are identified in Table 1.

Table 1. Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Commercial (Contractor Yard)	<i>Commercial</i>	Ridgewood Development (RD)
South	Residential (Single-Family), Turton St. Right-of-Way	<i>Urban Medium Density Residential (4-8 u/a)</i>	Mobile Home Residential (RMH) & R-7SF Single-Family Residential
East	B-23 Canal and Commercial (Vacant)	<i>Commercial</i>	Ridgewood Development (RD)
West	Residential (Single-Family) Dubois Ave. Right-of-Way	<i>Urban Medium Density Residential (4-8 u/a)</i>	Mobile Home Residential (RMH)

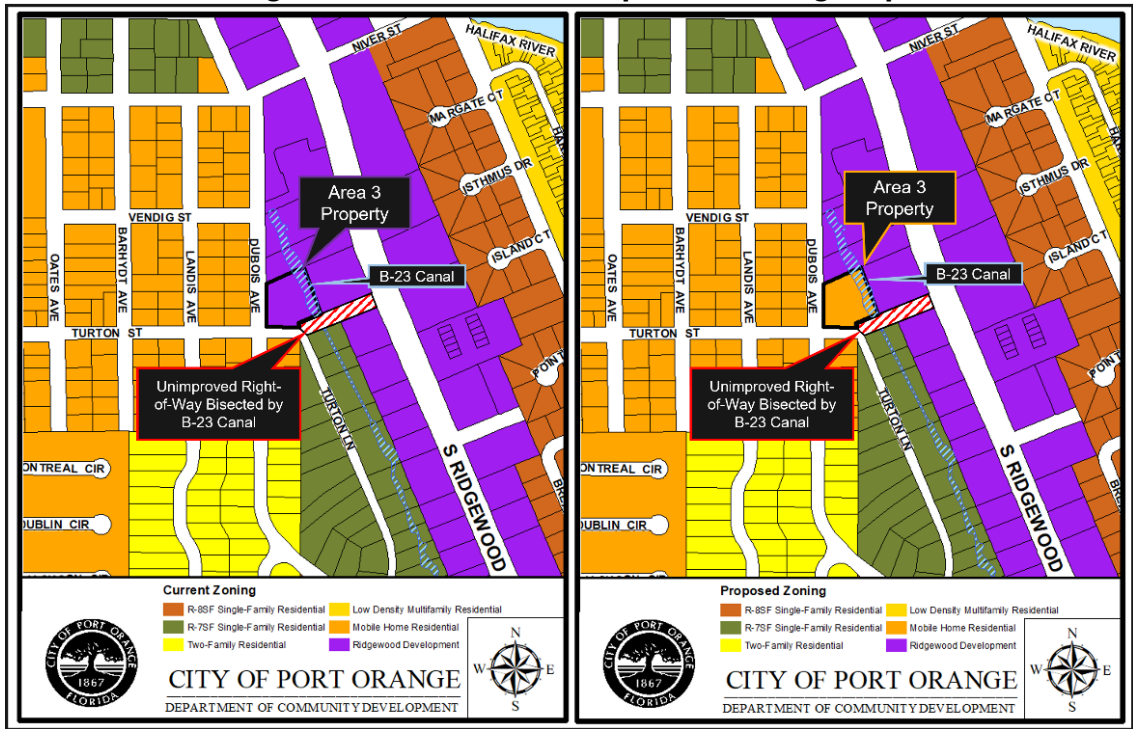
The current adopted and proposed FLU designation for the subject property and adjacent properties is identified in Figure 2.

Figure 2. Current and Proposed FLU Map



The current adopted and proposed zoning classification for the subject property and adjacent properties is identified in Figure 3. A rezoning application is being processed concurrently with the proposed FLU amendment to change the zoning for the subject property from Ridgewood Development (RD) to Mobile Home Residential (RMH) (Case No. 22-60000003).

Figure 3. Current and Proposed Zoning Map



PROPOSED AMENDMENT

The proposed amendment is to change the FLU designation for ±0.81-acres from *Commercial* to *Urban Medium Density Residential (4-8 units/acre)*. The following table identifies the current adopted and proposed FLU designations by acreage (Table 2):

Table 2. Current & Proposed Future Land Uses – Acreage by Category

FLU Categories	Current FLU (acres)	Proposed FLU (acres)	Net Change in FLU (acres)
<i>Commercial</i>	0.81	0	-0.81
<i>Urban Medium Density Residential (4-8 units/acre)</i>	0	0.81	+0.81
Total Acreage	0.81	0.81	0

According to the City of Port Orange Comprehensive Plan, the proposed *Urban Medium Density Residential (4-8 units/acre)* FLU designation is to allow for medium-density residential land uses that consist of duplex, villa, cluster, townhouse, mobile home, manufactured or multi-family housing at densities between four and eight units per acre. The proposed *Urban Medium Density Residential (4-8 Units/Acre)* designation is the same designation of the existing residences to the west and south of the subject property.

The maximum allowable density/intensity and net change in density/intensity between the current *Commercial* FLU designation and the proposed *Urban Medium Density Residential (4-8 units/acre)* FLU designation is shown in Table 3. The theoretical maximum development scenarios for the current *Commercial* FLU designation were compared to the proposed *Urban Medium Density Residential* FLU designation. The proposed amendment results in an increase in density and decrease in intensity.

Table 3. Current & Proposed Future Land Uses – Density/Intensity by Category

	Current FLU	Proposed FLU	Net Change in FLU
	[Theoretical Maximum Density (units)/Intensity (sq. ft.)]		
<i>Commercial</i> (0.50 FAR for Community node)	17,642 sq. ft. commercial	0	-17,642 sq. ft. commercial
<i>Urban Medium Density Residential (4-8 units/acre)</i>	0	6 units	+6 units

* The floor area ratio (FAR) is the relationship between the total amount of building floor area and the total area of the lot on which the building stands.

INFRASTRUCTURE IMPACT ASSESSMENT

In accordance with standard practice from the Florida Department of Economic Opportunity (DEO) and other review agencies, an impact comparison analysis of the proposed amendment has been completed based upon the *theoretical maximum* development potential under the current Future Land Use designation versus the FLU designation proposed. The theoretical maximums used in the analysis are NOT the actual development potential proposed on the subject property. Development of the site will be required to comply with required setbacks, landscape buffers, stormwater retention,

parking, and other site improvements that reduce the overall development potential of the site. The following seven public facilities and services were examined:

- | | |
|-------------------|------------------------|
| 1. Transportation | 5. Stormwater Drainage |
| 2. Sanitary Sewer | 6. Recreation |
| 3. Potable Water | 7. School |
| 4. Solid Waste | |

Table 4. Impact Analysis (Theoretical Max.)

Development Variable	Current Land Use (Commercial)	Proposed Land Use (Urban Medium Density Residential (4-8 units/acre))	Net Change
Residential Units	0	6	+6
Non-residential Buildable Sq. Ft.	17,642	0	-17,642
Population ¹	0	14	+14
PM Peak Hour Trips/Daily Trips ²	66/753	6/57	-60/-696
Sanitary Sewer (gallons/ day) ³	1,764	960	-804
Potable Water (gallons/ day) ⁴	1,764	1,080	-684
Solid Waste (lbs./day) ⁵	176	46	-130
Stormwater Drainage ⁶	n/a	n/a	n/a
Recreation/ Open Space (acres) ⁷	0.00	0.1	+0.1

Table 4 Notes:

1. Population: 2.39 persons per household (per 2019 Census American Community Survey ACS 5-Year Estimates)
2. Transportation: Single-family home (210) 1.02 PM peak hour trips per unit and 9.52 daily trips per unit; Shopping Center (820) trips per 1000 sq. ft., 3.71 PM Peak Hour; 42.70 Average Daily; ITE Trip Generation Manual, 10th Edition
3. Sanitary Sewer: 160 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
4. Potable Water: 180 gallons per day per Equivalent Residential Unit; 1/10 gallon per square foot per day of non-residential development
5. Solid Waste: 3.21 pounds per person per day; 10 lbs. per 1,000 square feet of non-residential development per day
6. Stormwater Drainage: LOS standard = 25-year, 24-hour event; Drainage system must be designed to meet the requirements of the Land Development Code
7. Rec. & Open Space: 7 acres/1,000 persons (0.007 acres/person)

According to the Infrastructure Impact Analysis, the proposed FLU designation would result in a *decrease* in theoretical maximum impacts to the following public facilities and services: roads, sanitary sewer, potable water, and solid waste. Currently, the subject property would only allow for the installation of one (1) mobile home. The theoretical maximum density allowed by the proposed FLU designation is six (6) units; however, based on site constraints; the canal on the east side of the property, being a corner lot with two front setbacks, and being in the flood zone, the subject property will likely only

be able to support one (1) to two (2) mobile home units. All future development plans submitted will require detailed technical review by City staff to determine all requirements in the Land Development Code (LDC) and Florida Building Code are met.

TRANSPORTATION

Based on the 10th Edition of the ITE Trip Generation Manual, the proposed *Urban Medium Density Residential (4-8 units/acre)* FLU designation could generate 6 P.M. peak hour trips, and 57 daily trips based on theoretical maximum of 6 residential units. This would be a *decrease* in the number of trips from the current *Commercial* FLU designation on the residential streets used to access this parcel.

SANITARY SEWER

The City has available sewer capacity to accommodate the proposed FLU amendment and future redevelopment of the subject property. The City's adopted LOS standard for sanitary sewer is 160 gallons per day per Equivalent Residential Unit (ERU) and 1/10 gallon per square foot per day of non-residential development. Using these standards, the proposed FLU designation would theoretically generate approximately 960 gallons per day (gpd) of wastewater. This is a net *decrease* of 804 gallons per day.

POTABLE WATER

The City has available potable water capacity (well and Consumptive Use Permit) to serve the proposed FLU amendment. The City's adopted LOS standard for potable water is 180 gallons per day per Equivalent Residential Unit and 1/10 gallon per square foot per day of non-residential development. Using these standards, the proposed FLU designation would demand approximately 1,080 gallons of potable water per day based on the theoretical maximum development analysis. This is a net *decrease* of 684 gallons per day.

SOLID WASTE COLLECTION

There is available capacity at the landfill to address the City's solid waste disposal needs. Solid waste generated within the City of Port Orange is delivered to the Volusia County landfill, a 3,000-acre Class I landfill with a projected life span to the year 2050. The City's adopted LOS standard for solid waste is 3.21 pounds per person per day and 10 lbs. per 1,000 square feet of non-residential development per day. Using this standard, the proposed FLU designation would generate approximately 46 pounds per day of solid waste based on the theoretical maximum development analysis. This is a net *decrease* of 130 pounds per day.

STORMWATER DRAINAGE

There is no anticipated impact to the City's drainage system from the proposed land use change. Stormwater management in the City of Port Orange deals with both quality and quantity. The City's adopted LOS standard for stormwater is the 25-year, 24-hour storm event. More specifically, the stormwater facilities must be capable of treating and conveying the runoff from such a storm without causing flooding of adjacent properties or polluting any receiving water bodies. In addition, the Comprehensive Plan and Land Development Code require that there be no net loss of stormwater retention function as a result of development. In other words, a given parcel must have the same ability to store and discharge water after development as it does before development occurs. Any future

redevelopment of the property will be required to address stormwater retention on the property in accordance with these City standards.

RECREATION AND OPEN SPACE

The proposed FLU designation would generate the demand for 0.1 acres of parkland. According to the 2021 Concurrency Management Report, all public recreational facilities have excess capacity to meet adopted level-of-service standards and accommodate the proposed amendment.

SCHOOLS

Pursuant to the Volusia County School District criteria, the proposed FLU amendment and any future redevelopment of this property is exempt from School Concurrency review because the maximum number of units is under ten (10).

REVIEW CRITERIA AND STAFF FINDINGS

1. *The land use proposal is consistent with the goals, objectives, and policies of the adopted Port Orange Comprehensive Plan.*

Staff finding: The proposed FLU amendment is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan. The proposed FLU designation is compatible with adjacent parcels. Adequate capacity exists for potable water, sewer, schools, recreation, and stormwater, and solid waste. As with all development, the specific site development proposals for the subject property will be subject to concurrency regulations requiring adequate public facilities to be provided to mitigate the impacts.

2. *Amendments shall not result in incompatible land use designations for adjacent parcels or a neighborhood. Compatibility shall be determined by scale of development, intensity, density, and type of use, and the juxtaposition of uses.*

Staff finding: The proposed FLU amendment is compatible with the adjacent properties (see Table 1 – Page 2). Compatibility is defined in the Comprehensive Plan as a condition in which dissimilar land uses can co-exist in relative proximity to one another in a stable fashion over time, such that neither use is unduly negatively impacted by the other.

The subject property is adjacent to a developed commercial property to the north, existing residential properties to the south and west, and vacant commercial property to the east across the B-23 canal.

The proposed *Urban Medium Density Residential* (4-8 Units/Acre) designation is the same designation of the existing residences to the south and west of the subject property. If approved, the subject property has the potential to be developed as a residence, increasing the compatibility with the development pattern to the west and south. Whereas, the current *Commercial* designation would allow for non-residential development on the subject property, with commercial traffic having to access the subject property through the surrounding neighborhoods.

3. *An amendment shall not result in negative economic, social, or other impacts to the City of Port Orange.*

Staff finding: The proposed amendment would apply a residential designation that is more compatible with the surrounding residential area. As indicated in the report, access to the property is only available through a residential area; therefore, applying residential designation minimizes traffic and noise issues that could impact the residential area if the property was developed as a commercial use. All public facilities have adequate capacity to accommodate the proposed amendment and therefore there are no negative impacts. A detailed use-specific concurrency analysis will be conducted as part of any future redevelopment of the site requiring adequate public facilities to be provided to mitigate any potential impacts.

4. *Whether the amendment increases the clearance time for evacuation of the population in the Hurricane Vulnerability Zone above twelve hours.*

Staff finding: The subject property is located within the Hurricane Vulnerability Zone; however, it is anticipated that one residential unit will be constructed on the subject property within the proposed *Urban Medium Density Residential (4-8 Units/Acre)* FLU designation. Based on the theoretical maximum trip generation and adjacent roadway capacity, the proposed FLU Amendment would not increase evacuation times within the Hurricane Vulnerability Zone above twelve hours.

5. *Whether the amendment discourages the proliferation of urban sprawl.*

Staff finding: The proposed amendment will not encourage sprawl. The proposed amendment will support the redevelopment of an infill property that has access to existing infrastructure such as water, sewer, and roads.

PUBLIC NOTICE

On April 8, 2022, staff posted the property notifying the public of the proposed amendment. The proposed amendment has also been advertised in the *News-Journal* pursuant to Florida Statutes. As of the time this agenda item was prepared, staff has received five (5) inquiries requesting information on the proposed amendment.

STAFF RECOMMENDATION

Staff recommends approval of the request to change the Future Land Use designation of ±0.81 acres from *Commercial* to *Urban Medium Density Residential (4-8 Units/Acre)*, and authorization for staff to send the amendment to the required review agencies.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/21/2022

SUBJECT: (H19) Second Reading - Ordinance No. 2022-14 - Administrative Rezoning/4020 and 4096 Ridgewood Avenue, 215 and 411 Church Street, and 5360 Dubois Avenue (Case No. 22-60000003)

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance 2022-14, rezoning ± 4.99 acres located at 4020 & 4096 Ridgewood Avenue and 215 Church Street from Planned Commercial Development (PCD) to Community Commercial (CC), rezoning ± 0.16 acres located at 411 Church Street from Commercial Industrial (CI) to Neighborhood Preservation (NP), and rezoning ± 0.81 acres located at 5360 Dubois Avenue from Ridgewood Development (RD) to Mobile Home Residential (RMH), subject to approval of the proposed Future Land Use amendment (Case No. 22-20000002) for the rezoning of 5360 Dubois Avenue.

SUMMARY: Planning Commission Action (4/28/2022): Recommended Approval (Vote 6-0)

The proposed administrative rezoning is to establish an appropriate conventional city zoning district on the following properties: 4020 & 4096 Ridgewood Avenue, 215 Church Street, 411 Church Street, and 5360 Dubois Avenue. If the subject properties are rezoned to a conventional City zoning district, the City's Land Development Code (LDC) will provide the permitted uses and dimensional requirements for each property. Since 2012, the City has initiated four administrative rezoning amendments to change properties zoned Planned Commercial Development (PCD) without a Master Development Agreement (MDA) to a conventional commercial zoning district or where a current zoning district for a property was not compatible with the surrounding properties. All of the property owners of the subject properties have signed an affidavit authorizing the City to act as the applicant to rezone the subject properties.

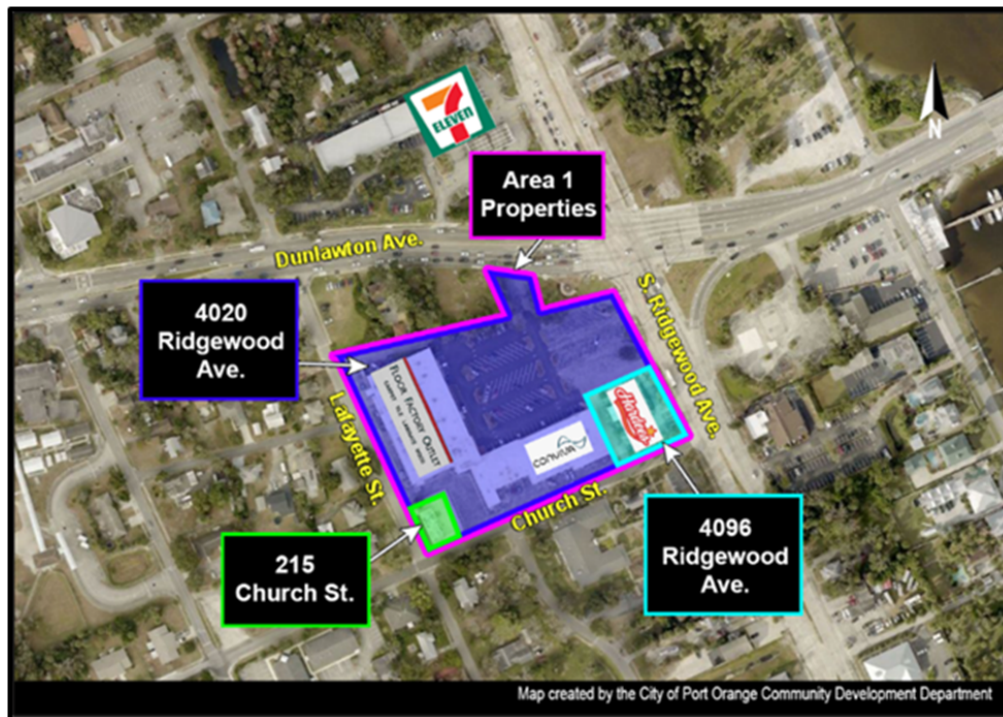
As part of any future site development, site plans and/or building permits will be required to be submitted for staff review to verify all Florida Building Code and LDC requirements are met, such as landscape buffers, parking, building setbacks, tree preservation, stormwater and floodplain regulations, and infrastructure, to ensure compatibility with adjacent properties, and that adequate public facilities and services are available.

The following administrative rezoning amendments are intended to provide clarity to

permitted uses and apply a zoning district that encourages redevelopment consistent with the LDC and surrounding properties.

Area 1 (4.9-acres at 4020 & 4096 Ridgewood Avenue and 215 Church Street):

Rezoning these properties from PCD with no MDA to Community Commercial (CC) is anticipated to assist in the redevelopment of these properties. The current PCD zoning is a commercial designation. However, without an MDA the permitted uses are limited and there are no dimensional requirements for future development. The list of permitted uses in the CC zoning district is more current and flexible than the list of allowed uses from the 1990's listed in the Land Development Code for a PCD zoned property without an MDA. The CC zoning district permits typical community-scale commercial uses commonly found at shopping centers and outparcels of this type such as retail stores, restaurants, personal services (hair salon, barber shop, nail salon, retail dry cleaning, etc.), offices, breweries, health/exercise clubs, child care centers, convenience store/gas station, banks, and similar uses. The list of permitted uses in the CC zoning district and the development requirements (building setbacks, maximum height, building coverage, open space coverage, etc.) in the LDC is a more efficient process to redevelop in-fill sites. All of the Area 1 properties are located within the Port Orange Town Center (POTC) Community Redevelopment Area (CRA). At this time there are no redevelopment plans for any of the Area 1 properties.



Area 2 (0.16-acres at 411 Church Street): The property has historically been used as residential and rezoning from Commercial Industrial (CI) to Neighborhood Preservation (NP) is to assist the redevelopment of the property with a use that is compatible with the surrounding properties. The property was originally developed as a single-family home and when the single-family home was demolished in 2006, the property lost its nonconforming status, and redevelopment on the CI zoned property is now required to be an industrial use (storage, repair, commercial/industrial services, and manufacturing). Development of the property as an industrial use would not be

generally consistent with the adjacent residential properties. The list of permitted uses and the development requirements (building setbacks, maximum height, building coverage, open space coverage, etc.) in the LDC for the NP zoning district will allow the property to be redeveloped as residential (single-family) and be compatible with the surrounding area.



Area 3 (0.81-acres at 5360 Dubois Avenue): The site has historically been used as residential and rezoning from Ridgewood Development (RD) to Residential Mobile Home (RMH) is to assist the redevelopment of the property with a use compatible with the surrounding properties. The property was originally developed with a mobile home and when the mobile home on the site was demolished in 2020, the property lost its nonconforming status, and any redevelopment on the RD zoned property is now required to be commercial. Development of the property as commercial would not be generally consistent with the adjacent residential properties and could lead to commercial traffic on the local residential streets. The subject property can only be accessed through local residential streets, so commercial traffic would need to use local residential streets to access the subject property. The list of permitted uses and the development requirements (building setbacks, maximum height, building coverage, open space coverage, etc.) in the LDC for the RMH zoning district will allow for the use of the property to be redeveloped as residential (mobile home.)

Rezoning the subject property from RD to RMH also requires a Future Land Use (FLU) amendment to apply a residential FLU designation. Concurrent with this rezoning, a FLU amendment to change the FLU designation for the subject property from *Commercial* to *Urban Medium Density Residential* (4-8 Units/Acre) is being processed. The proposed RMH zoning designation is consistent with the *Urban Medium Density Residential* (4-8 Units/Acre) FLU designation.



The staff report is attached for more information.

PRESENTER: Penelope Cruz, Tim Burman, Gideon Smith

ATTACHMENTS:

1.	Ord. No. 2022-14 with Exhibits	Ord. No. 2022-14 Rezoning 4020 Ridgewood.pdf
2.	Staff Report	FINAL Staff Report - 2022 Admin. Rezoning.pdf

Penelope Cruz
Robin Fenwick

Created/Initiated - 6/6/2022
Final Approval - 6/6/2022

ORDINANCE NO. 2022-14

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, REZONING ± 4.9 ACRES LOCATED AT 4020 RIDGEWOOD AVENUE, 4096 RIDGEWOOD AVENUE, AND 215 CHURCH STREET FROM PCD to COMMUNITY COMMERCIAL (CC); REZONING $\pm .16$ ACRES LOCATED AT 411 CHURCH STREET FROM COMMERCIAL INDUSTRIAL (CI) to NEIGHBORHOOD PRESERVATION (NP); ± 0.81 ACRES LOCATED AT 5360 DUBOIS AVENUE FROM RIDGEWOOD DEVELOPMENT (RD) TO MOBILE HOME RESIDENTIAL (RMH); AUTHORIZING REVISION OF THE OFFICIAL ZONING ATLAS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the property to be rezoned consists of ± 4.9 acres of property located at 4020 Ridgewood Avenue, 4096 Ridgewood Avenue, and 215 Church Street from PCD with no MDA to Community Commercial (CC); and

WHEREAS, the property to be rezoned consists of $\pm .16$ acre of property located at 411 Church Street from Commercial Industrial (CI) to Neighborhood Preservation (NP); and

WHEREAS, the property to be rezoned consists of ± 0.81 acres located at 5360 Dubois Avenue from Ridgewood Development (RD) to Mobile Home Residential (RMH); 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 the following described property located at 4020 Ridgewood Avenue, 4096 Ridgewood Avenue, and 215 Church Street from PCD with no MDA to Community Commercial (CC).

Section 2. The City Council of Port Orange does hereby rezone the following described property located at 411 Church Street from Commercial Industrial (CI) to Neighborhood Preservation (NP).

Section 3. The City Council of Port Orange does hereby rezone the following described property located at 5360 Dubois Avenue from Ridgewood Development (RD) to Mobile Home Residential (RMH).

Section 4. The property rezoned consisting of ± 4.9 acres located at 4020 Ridgewood Avenue, 4096 Ridgewood Avenue, and 215 Church Street is more particularly described on **Exhibit "1"** attached hereto.

Section 5. The property rezoned consisting of $\pm .16$ acres located at 411 Church Street is more particularly described on **Exhibit "1"** attached hereto.

Section 6. The property rezoned consisting of ± 0.81 acres located at 5360 Dubois Avenue is more particularly described on **Exhibit "1"** attached hereto.

Section 7. 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 area as hereby rezoned as shown on **Exhibit "2"**, attached hereto.

Section 8. 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

215 CHURCH STREET

Lot 2, Block "G", MAP OF PORT ORANGE, according to the plat thereof recorded in Map Book 1, Page 154, Public Records of Volusia County, Florida.

411 CHURCH STREET

The Westerly 50 feet of the Easterly 275 feet of Lot 1, Block "N", WILSON's PORT ORANGE, according to the plat thereof as recorded in Map Book 1, Page 154, of the Public Records of Volusia County, Florida.

4020 RIDGEWOOD AVENUE & 4096 RIDGEWOOD AVENUE

Survey a part of Lots 1, 3, 4, 10, 11 and 14, Block G, Wilson's Port Orange as per map recorded in Map Book 1, page 154 of the Public Records of Volusia County, Florida being more particularly described as follows: As the point of beginning begin at the westerly right-of-way of U.S. #1 (Ridgewood Avenue, a 100-foot right-of-way) and the northerly right-of-way of Church Street (a 35-foot right-of-way), said northerly right-of-way of Church Street being also the north line of Bunch Grant; thence south 65 degrees west along the northerly right-of-way of said Church Street a distance of 491.16 feet; thence north 24 degrees 39 minutes 00 degrees west a distance of 100.30 feet; thence south 64 degrees 47 minutes 29 seconds west a distance of 82.50 feet to the easterly right-of-way of Lafayette Street (a 40- foot right-of-way); thence north 24 degrees 39 minutes 00 degrees west along said easterly right-of-way of Lafayette Street a distance of 335.77 feet; thence north 77 degrees 35 minutes 20 seconds east a distance of 355.66 feet; thence north 22 degrees 32 minutes 49 seconds west a distance of 100.43 feet to the southerly right-of-way of Dunlawton Avenue (a 90- foot right-of-way), said point lying on a curve concave northerly and having a radius of 1,613.14 feet; thence easterly along the southerly right-of-way of Dunlawton Avenue on the curve to the left a distance of 77.85 feet, a delta angle of 2 degrees 45 minutes 55 seconds; a chord distance of 77.84 feet, a chord bearing of north 89 degrees 13 minutes 03 seconds east; thence south 08 degrees 34 minutes 24 seconds east a distance of 83.35 feet; thence north 77 degrees 35 minutes 20 seconds east a distance of 167.15 feet to the westerly right-of-way of U.S. #1 (Ridgewood Avenue); thence south 26 degrees 40 minutes east along the westerly right-of-way of said Ridgewood Avenue a distance of 310.39 feet to the Point of Beginning, said parcel containing 4.80 acres.

5360 DUBOIS AVENUE

A part of Lots 6 and 7, Harbordale, as recorded in Plat Book 19, Page 24, of the Public Records of Volusia County, Florida, described as follows:

From the southwest corner of said Lot 7, as the point of beginning, run N.00°25'50"W., along the west line of said Lot 7 and Lot 6 a distance of 165.02 feet; thence departing the west line of said Lot 6, run N.66°03'00"E., parallel to and 74.29 feet south of the north line of said Lot 6, a distance of 160.16 feet; thence S.20°27'00"E., a distance of 192.86 feet to the south line of said Lot 7; thence run along said south line the following courses and distances; S.67°34'20"W., a distance of 94.94 feet; thence S.00°25'50"E., a distance of 13.33 feet; thence N.89°53'43"W., a distance of 124.86 feet to the point of beginning.

EXHIBIT "2"

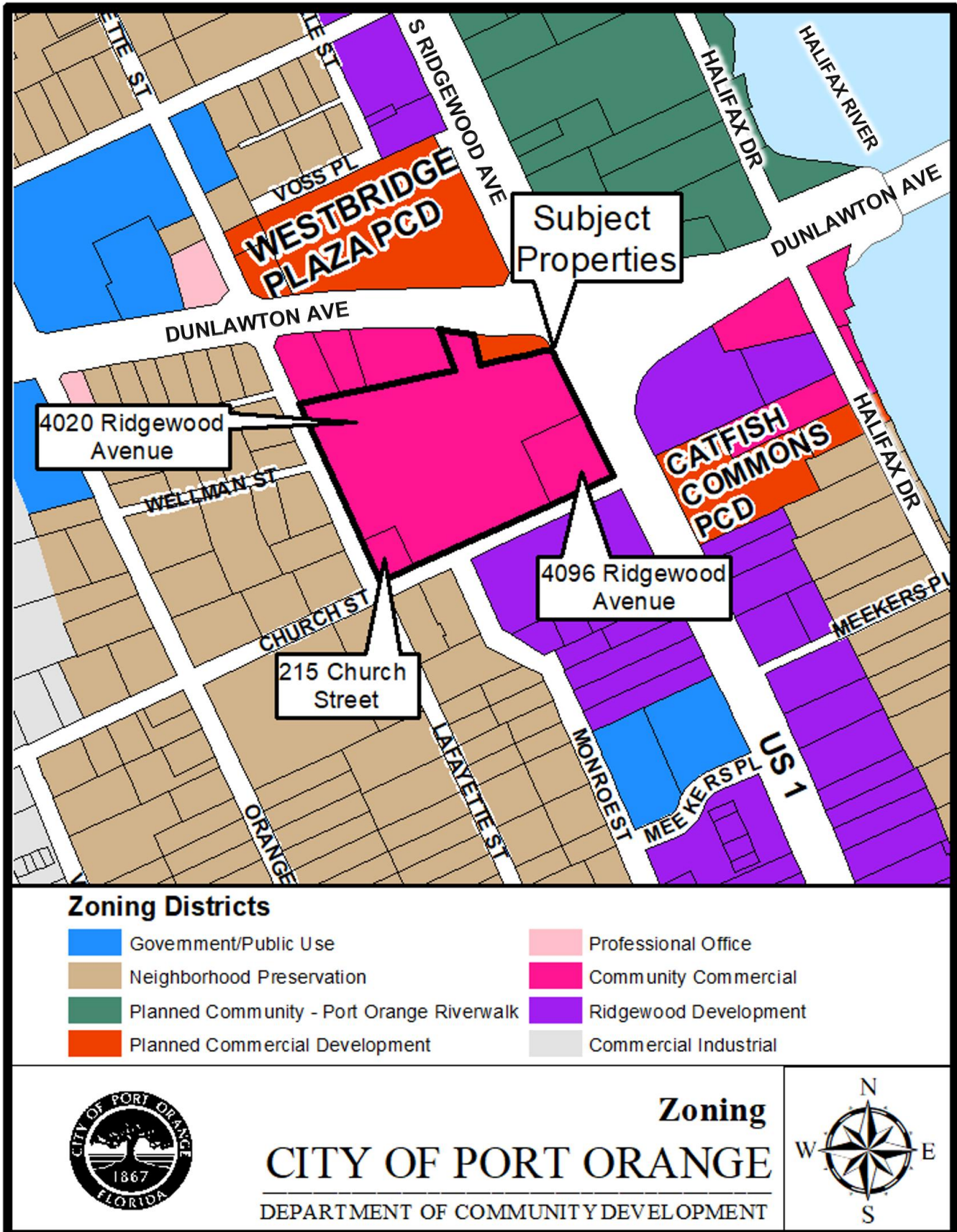
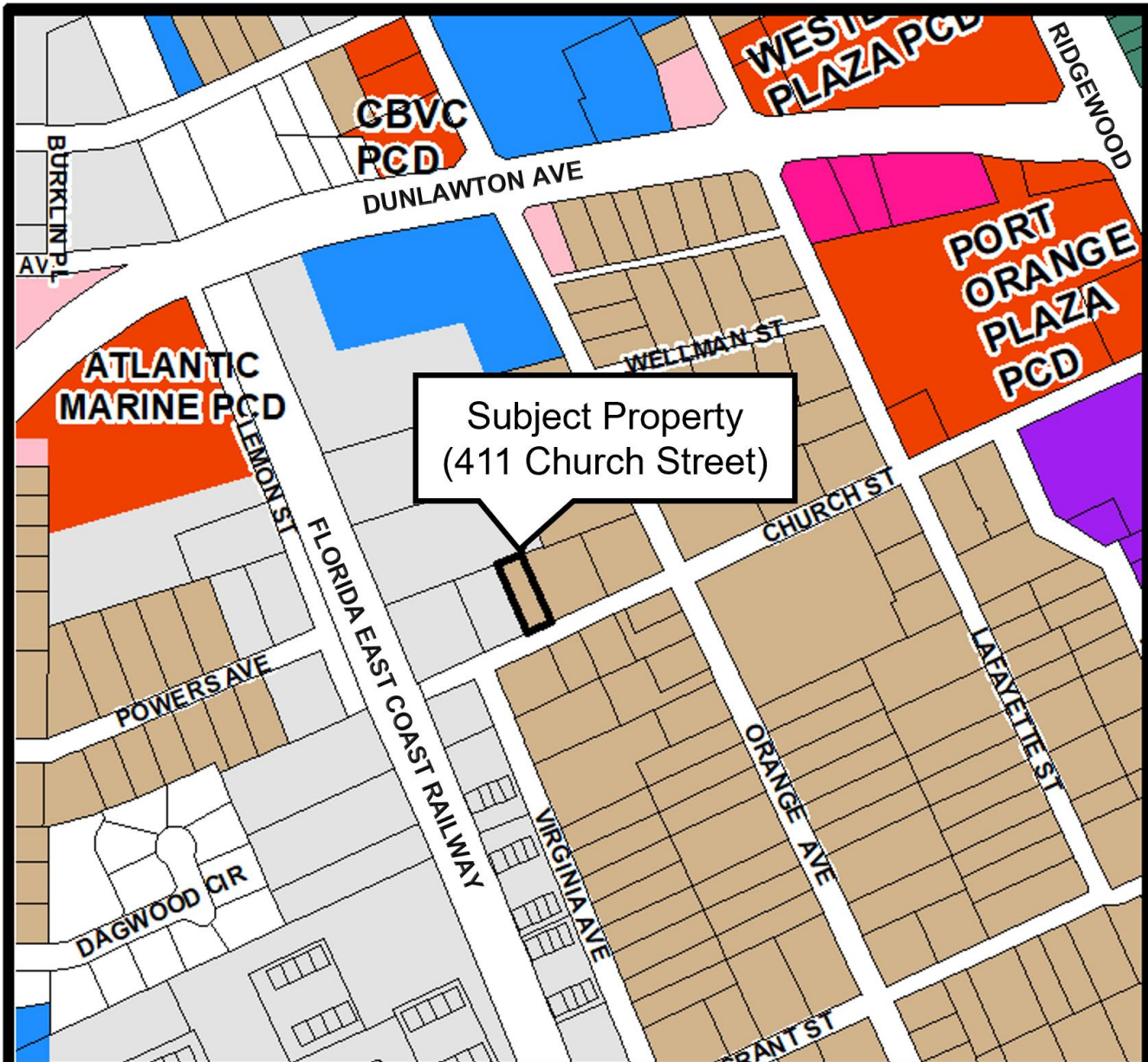


EXHIBIT "2"



Zoning Districts

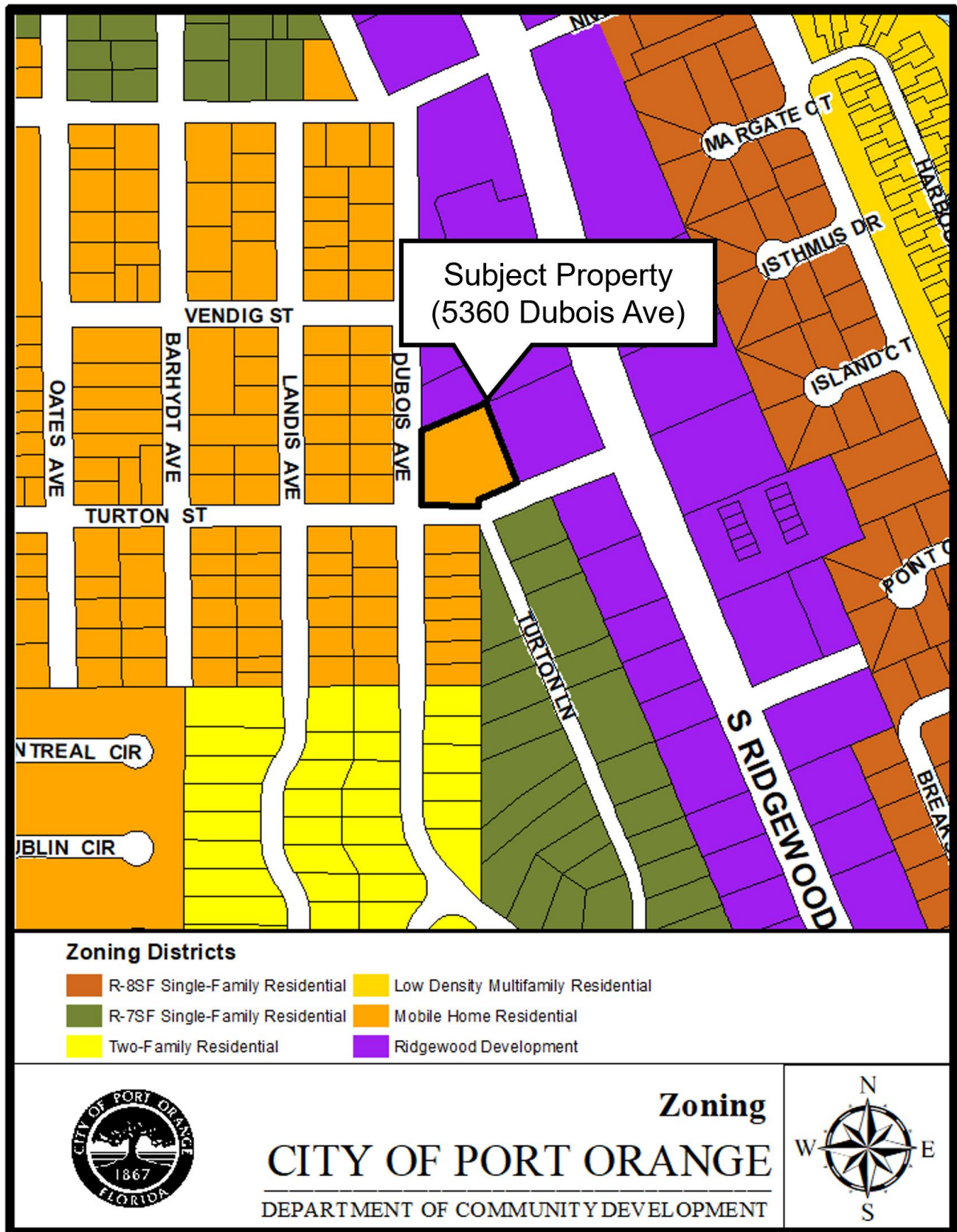
 Government/Public Use	 Professional Office
 Neighborhood Preservation	 Community Commercial
 Planned Community - Port Orange Riverwalk	 Ridgewood Development
 Planned Commercial Development	 Commercial Industrial



Zoning
CITY OF PORT ORANGE
DEPARTMENT OF COMMUNITY DEVELOPMENT



EXHIBIT "2"





STAFF REPORT

ADMINISTRATIVE CONVENTIONAL REZONING

CASE NO. 22-60000003

REQUEST:	Rezone ± 4.99 acres from Planned Commercial Development (PCD) to Community Commercial (CC); ± 0.16 acres from Commercial/Industrial (CI) to Neighborhood Preservation (NP); and ± 0.81 acres from Ridgewood Development (RD) to Mobile Home Residential (RMH)
APPLICANT:	City of Port Orange
PROPERTY OWNERS:	Port Orange Plaza, LLC., Ronald Rossi, Majid and Robab Tavakoli, and Robert W. and Carmella J. Faris
LOCATION:	4020 & 4096 Ridgewood Avenue, 215 Church Street, 411 Church Street, and 5360 Dubois Avenue
STAFF CONTACT:	Gideon Smith, Senior Planner (386) 506-5676
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 6-0 (April 28, 2022)
CITY COUNCIL DATE:	May 17, 2022

INTRODUCTION

The proposed administrative rezoning is part of an on-going maintenance effort of the City's Zoning Map. The proposed administrative rezoning would change the zoning of three areas as follows:

- Area 1: Three properties totaling ± 4.99 -acre from Planned Commercial Development (PCD) without a Master Development Agreement to Community Commercial (CC);
- Area 2: One ± 0.16 -acre property from Commercial/Industrial (CI) to Neighborhood Preservation (NP); and
- Area 3: One ± 0.81 -acre Property from Ridgewood Development (RD) to Mobile Home Residential (RMH).

If the subject properties are rezoned to conventional zoning categories, the City's Land Development Code (LDC) will provide permitted uses and dimensional requirements for each property. As part of any future site development, site plans and/or building permits will be required to be submitted for staff review to verify all LDC and Florida Building Code requirements are met, such as landscape buffers, density, parking, building setbacks, tree preservation, and infrastructure, to ensure compatibility with adjoining properties, and that adequate public facilities and services are available.

DISCUSSION

Over the past 10 years, the City has initiated several administrative rezoning amendments to change properties zoned Planned Commercial Development (PCD) without a Master Development Agreement (MDA) to a conventional commercial zoning district. The City

has also initiated administrative rezoning for properties where the current zoning was not compatible with the surrounding properties. Therefore, these administrative rezoning amendments provided clarity to permitted uses and apply a zoning category that encourages development or redevelopment consistent with the LDC and surrounding properties.

If the administrative rezoning is approved, the properties will be subject to the list of permitted uses (see Exhibits 1-3) and the dimensional requirements for the proposed zoning designations set forth in the LDC (see Exhibit 4).

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

Area 1 - Rezone ±4.99 acres from Planned Commercial Development (PCD) to Community Commercial (CC): Area 1 includes three parcels located at the southwest corner of Dunlawton Avenue and Ridgewood Avenue (*Port Orange Plaza, Hardees, and Rossi's Heating & Air Conditioning, Inc.*). These parcels were originally developed in the late 1960s under the City's C-1 Shopping Center Commercial Zoning District standards. In 1985, these parcels were rezoned to Planned Commercial Development (PCD) without a Master Development Agreement (MDA) with the adoption of the City's 1985 Zoning Code (Ordinance No.1985-7). The current PCD zoning is a commercial designation; however, without an MDA the permitted uses are limited and there are no dimensional requirements for future development. The LDC permits a limited number of commercial uses for a property zoned PCD without an MDA but without dimensional requirements (building setbacks, maximum height, building coverage, open space coverage, etc.) expansion of an existing building or construction of a new building cannot occur. The rezoning request to a conventional commercial zoning district allows for the LDC to provide the standard list of permitted commercial uses and development regulations for the subject properties.

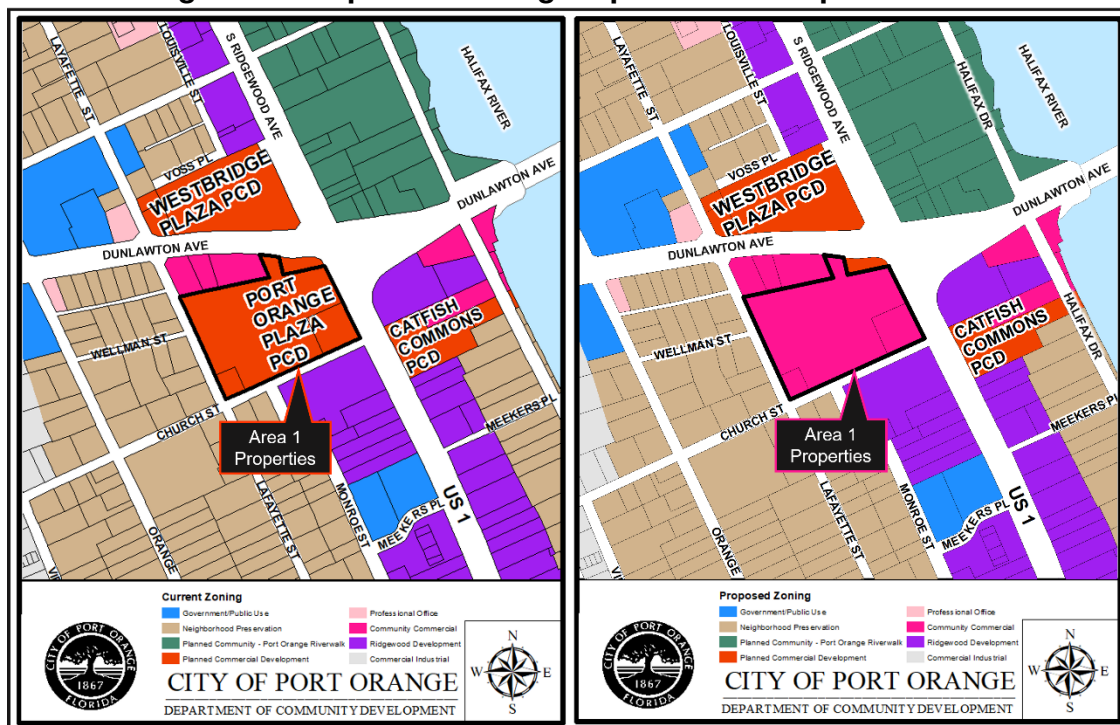
Figure 1: Area 1 Location Map



The CC zoning district permits typical community-scale commercial uses commonly found at shopping centers and outparcels of this type such as retail stores, restaurants, personal services (hair salon, barber shop, nail salon, retail dry cleaning, etc.) offices, breweries, health/exercise clubs, childcare centers, convenience store/gas station, banks, and similar uses. The list of permitted uses in the CC zoning district and the development requirements in the LDC is a more efficient process to redevelop these properties or fill vacant tenant spaces (Exhibit 1). The current and historical uses of these properties align with the commercial uses allowed in the CC zoning district.

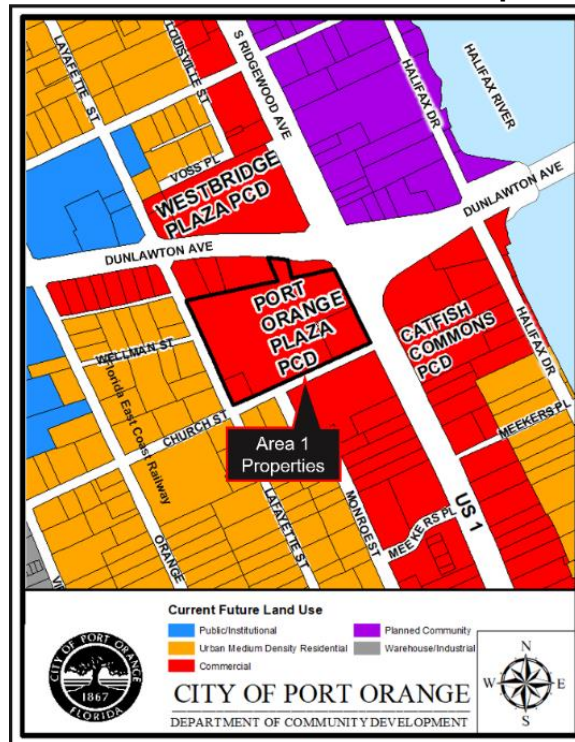
The subject parcels are located within the Port Orange Town Center (POTC) Community Redevelopment Area (CRA), and the proposed rezoning is an effort to encourage redevelopment and viability of existing long-standing commercial properties on the east side of the City.

Figure 2: Proposed Zoning Map and FLU Map of Area 1



The subject properties are designated *Commercial* on the City's Future Land Use Map. The proposed Community Commercial (CC) zoning designation is consistent with the *Commercial* FLU designation. The city has planned for and designated commercial nodes at intersections of major roads in the Future Land Use Element of the Comprehensive Plan. In this case, the subject property is part of a Community Commercial node located around the intersection of Dunlawton Avenue and Ridgewood Avenue. Community Commercial nodes are intended to support the city with general shopping needs of the general population and visitors within a ± 2 -mile radius.

Figure 3. Current Future Land Use Map for Area 1



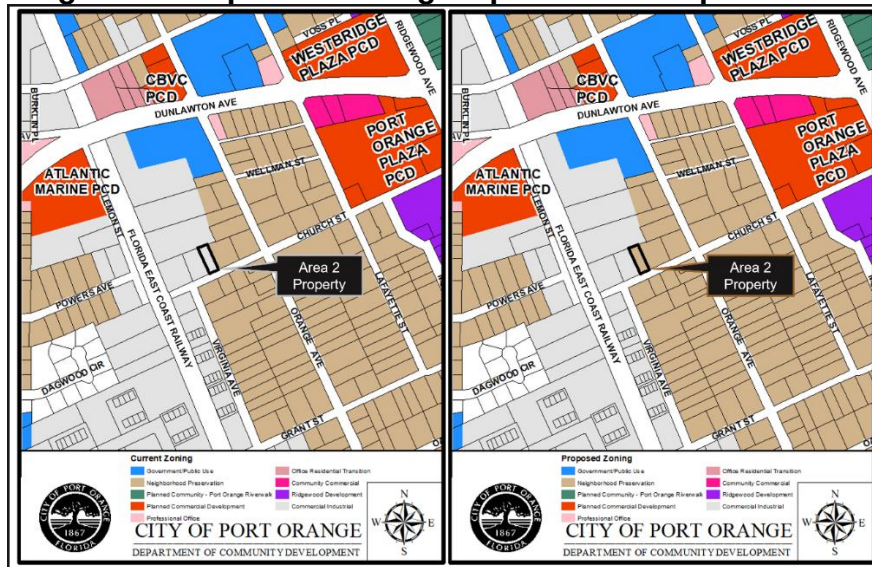
Area 2 - Rezone ± 0.16 acres from Commercial Industrial (CI) to Neighborhood Preservation (NP): Area 2 is a vacant parcel located at 411 Church Street. The subject property is currently zoned Commercial Industrial (CI) but was originally developed with a single-family home. In 2006, the single-family home was demolished, and the subject property has remained vacant. Since the single-family home was on the property prior to it being rezoned to CI, it was allowed to remain on the property as a non-conforming use. When the single-family home was demolished in 2006, the property lost its nonconforming status, and now any future development on the property is required to be an industrial use (storage, repair, commercial/industrial services, and manufacturing) and meet the development standards in the LDC for an industrial use.

Figure 4: Area 2 Location Map



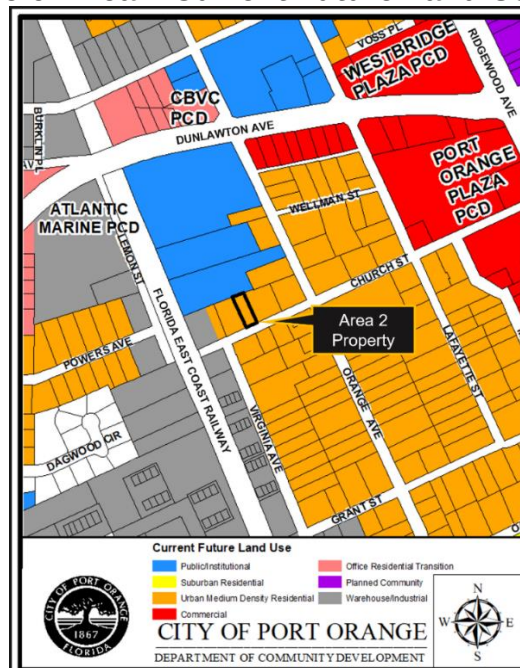
Due to the overall size of the property (0.16 acres), limited roadway frontage (50'), and development requirements in the LDC for an industrial use adjacent to residential uses (landscaping and buffering, parking, building setbacks, tree preservation, and infrastructure improvements) it is unlikely this property will be developed as industrial. However, the subject parcel is sufficient in size to support a single-family home and development of this infill property with a single-family home is more consistent with the surrounding area.

Figure 5: Proposed Zoning Map and FLU Map of Area 2



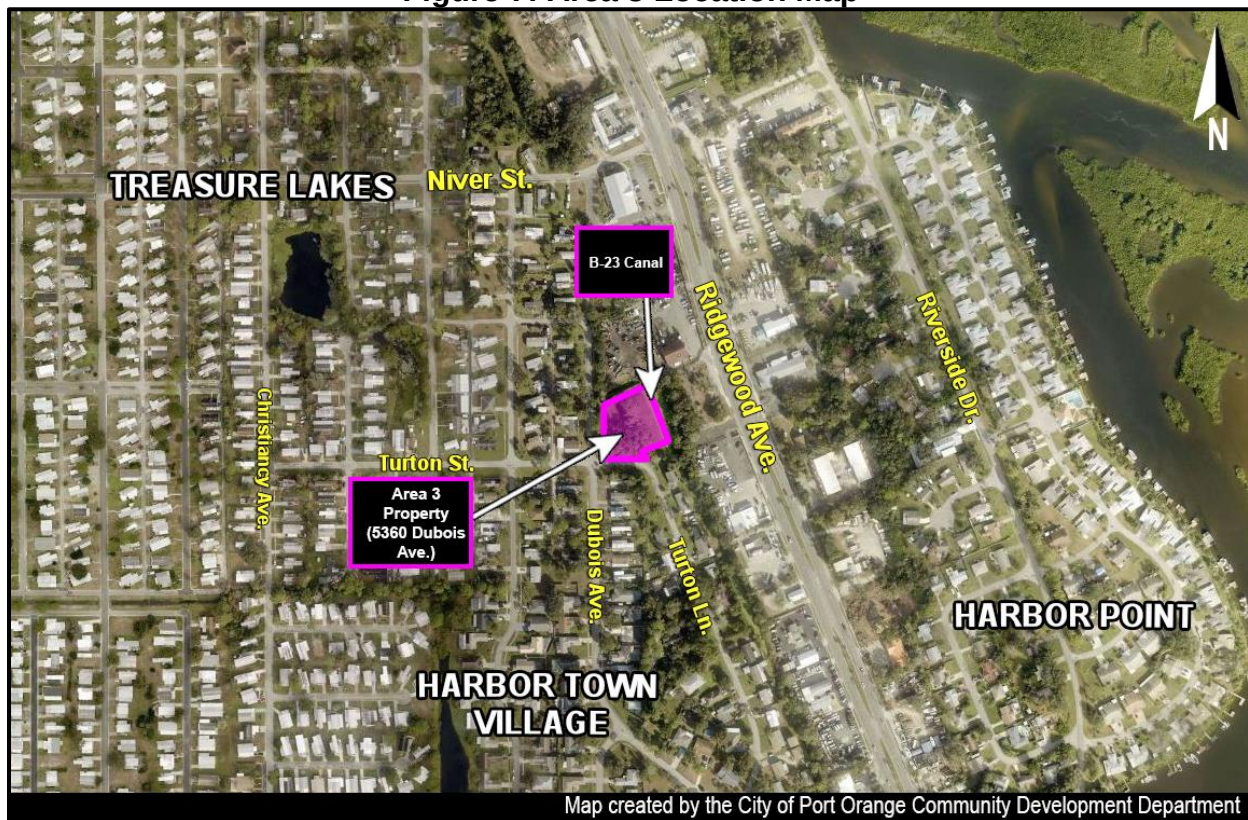
The subject property has a Future Land Use (FLU) designation of *Urban Medium Density Residential* (4-8 units/acre). The proposed Neighborhood Preservation (NP) zoning designation is consistent with the current FLU designation for the subject property and the adjacent properties to the north, south, and east. If the rezoning is approved, it provides the opportunity for redevelopment of an infill property with a new single-family home.

Figure 6. Area 2 Current Future Land Use Map



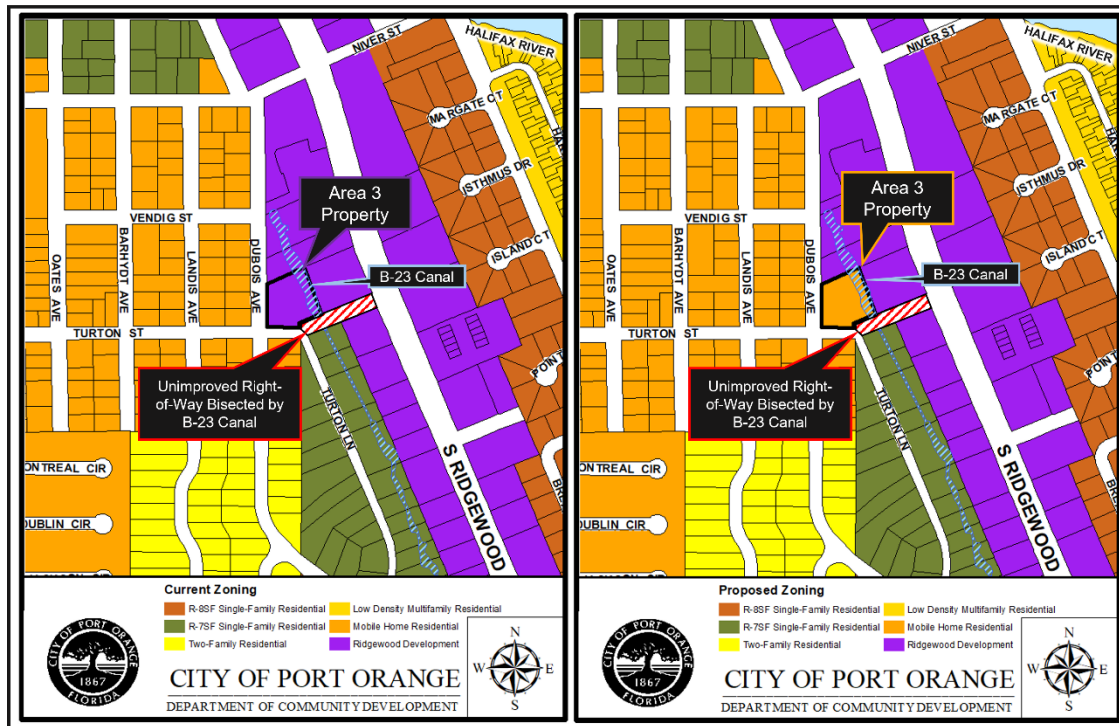
Area 3: Rezone ±0.81 acres from Ridgewood Development (RD) to Mobile Home Residential (RMH): Area 3 is a vacant parcel located at 5360 Dubois Avenue. The subject property is currently zoned Ridgewood Development (RD) but was originally developed with a residential mobile home. The subject property was annexed into the City in the early 2000s with a Volusia County commercial zoning designation and in 2001 it was rezoned to Ridgewood Development (RD). Since a mobile home was on the property prior to it being rezoned to RD, it was allowed to remain on the property as a non-conforming use. When the mobile home was demolished in 2020, the property lost its nonconforming status, and now any future development on the property is required to be a commercial use and meet the development standards of the LDC for a commercial use within the RD zoning district.

Figure 7: Area 3 Location Map



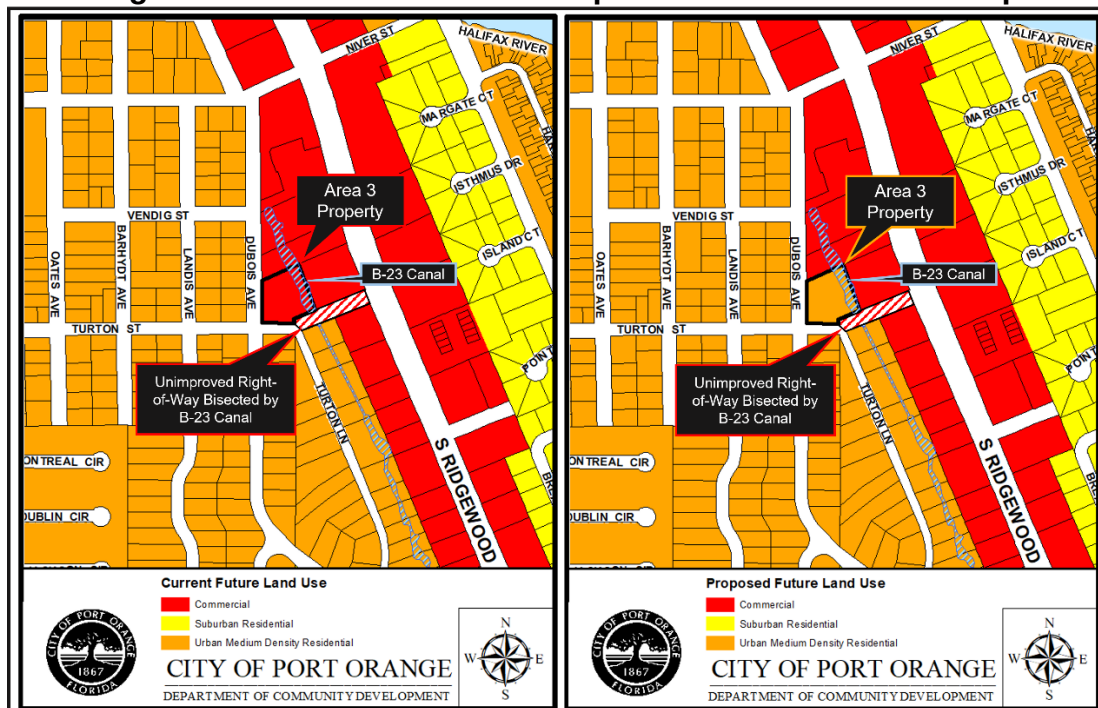
If the subject property is developed with a commercial use allowed in the RD zoning district, the commercial traffic generated by the commercial use would have to use local residential roadways to access the property, since the subject parcel does not have access to Ridgewood Avenue. In addition, development of the subject parcel with a commercial use would not be generally consistent with the adjacent residential properties. The proposed RMH zoning district is consistent with the adjacent properties to the west and south. If the rezoning is approved, it provides the opportunity for redevelopment of an infill property with a new mobile home.

Figure 8: Proposed Zoning Map and FLU Map of Area 3



Rezoning the subject property from RD to RMH requires a Future Land Use (FLU) amendment to apply a residential FLU designation. Concurrent with this rezoning, a FLU amendment to change the FLU designation for the subject property from *Commercial* to *Urban Medium Density Residential (4-8 Units/Acre)* is being processed. The proposed RMH zoning designation is consistent with the *Urban Medium Density Residential (4-8 Units/Acre)* FLU designation.

Figure 9. Area 3 Current and Proposed Future Land Use Map



CONSISTENCY WITH COMPREHENSIVE PLAN AND SURROUNDING USES AND ZONING

The proposed rezoning is generally consistent with the pertinent Goals, Objectives, and Policies of the City's Comprehensive Plan and compatible with surrounding uses and zoning of the adjacent properties (Tables 1 – 3). 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.

Table 1. Area 1 Surrounding Land Uses FLU Designations and Zoning Districts

Direction	Existing Land Use	FLU Designation	Zoning District
North	Commercial (Convenience Store w/ Fuel Operations; Medical Office, Financial Institutions, Personal Services, Vacant) & Dunlawton Ave. Right-of-Way	<i>Commercial</i>	Community Commercial (CC) & Planned Commercial Development (PCD)
South	Residential (Single-Family), House of Worship, Church St. Right-of-Way	<i>Urban Medium Density Residential (4-8 u/a)</i>	Neighborhood Preservation (NP), Ridgewood Development (RD)
East	Commercial (Catfish Commons) Ridgewood Ave. Right-of-Way	<i>Commercial</i>	Ridgewood Development (RD), Catfish Commons PCD
West	Residential (Single-Family) Lafayette St. Right-of-Way	<i>Urban Medium Density Residential (4-8 u/a)</i>	Neighborhood Preservation (NP)

Table 2. Area 2 Surrounding Land Uses FLU Designations and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Institutional (Elementary School)	<i>Public/Institutional</i>	Commercial/Industrial (CI)
South	Residential (Single-Family), Church St. Right-of-Way	<i>Urban Medium Density Residential (4-8 u/a)</i>	Neighborhood Preservation (NP)
East	Residential (Duplex)	<i>Urban Medium Density Residential (4-8 u/a)</i>	Neighborhood Preservation (NP)
West	Industrial (Vacant)	<i>Urban Medium Density Residential (4-8 u/a)</i>	Commercial/Industrial (CI)

Table 3. Area 3 Surrounding Land Uses FLU Designations and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Commercial (Contractor)	<i>Commercial</i>	Ridgewood Development (RD)
South	Residential (Single-Family), Turton Ln. Right-of-Way	<i>Urban Medium Density Residential (4-8 u/a)</i>	Mobile Home Residential (RMH), R-7SF Single-Family Residential
East	Commercial (Vacant) & B-23 Canal	<i>Commercial</i>	Ridgewood Development (RD)
West	Residential (Single-Family) Dubois Ave. Right-of-Way	<i>Urban Medium Density Residential (4-8 u/a)</i>	Mobile Home Residential (RMH)

PUBLIC NOTICE

On April 8, 2022, staff posted the property notifying the public of the proposed administrative rezoning. As of the time this agenda item was prepared, there have been five (5) inquiries regarding the proposed rezoning.

STAFF RECOMMENDATION

Staff recommends approval of the request to rezone the following:

- A. Rezone ±4.99 acres from Planned Commercial Development (PCD) to Community Commercial (CC).
- B. Rezone ±0.16 acres from Commercial/Industrial (CI) to Neighborhood Preservation (NP).
- C. Rezone ±0.81 acres from Ridgewood Development (RD) to Mobile Home Residential (RMH), subject to approval of the proposed Future Land Use amendment (Case No. 22-20000002).

ATTACHMENTS

Exhibit 1: List of Permitted Uses for Community Commercial (CC) Zoning District

Exhibit 2: List of Permitted Uses for Neighborhood Preservation (NP) Zoning District

Exhibit 3: List of Permitted Uses for Residential Mobile Home (RMH) Zoning District

Exhibit 4: Dimensional Requirements for CC, RMH, and NP Zoning Districts

Exhibit 1

LDC, Chapter 17, Section 21: Community commercial (CC) district.

(a) *Purpose and intent.* The community commercial (CC) district is intended to provide for community scale businesses that customarily require freestanding buildings on individual sites.

(b) *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.

(bb) *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).

(c) *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).
- (d) *Project access.* Any CC district development shall have direct access to any arterial or major collector road, as designated in the functional classification system in the comprehensive plan.

Exhibit 2

LDC, Chapter 17, Section 15: Neighborhood preservation (NP) district.

- (a) *Purpose and intent.* The neighborhood preservation district is designed to preserve the character, housing mix and density of existing older mixed use neighborhoods by providing for compatible infill development and redevelopment, where enforcement of the dimensional requirements of other conventional and contemporary residential zoning districts would not be possible.
- (b) *Permitted uses.*
 - (1) Single-family detached dwellings.
- (bb) *Permitted uses with special development requirements (chapter 18, section 4).*
 - (1) Assisted living facilities (subsection 1.5).
 - (2) Child care centers (subsection 4.5).
 - (3) Clubs, lodges, and fraternal organizations (subsection 4.9).
 - (4) Garage apartments (subsection 5.5).
 - (5) Nursing homes (subsection 10).
 - (6) Community gardens (subsection 5.1).
 - (7) Multifamily dwellings (subsection 9.8).
 - (8) Two-family dwellings (subsection 18).
- (c) *Special exception uses (chapter 18, section 3).*
 - (1) Houses of worship (subsection 8).
 - (2) Private schools (subsection 16.2).
- (d) *Dimensional requirements.*
 - (1) *Single-family detached dwellings.*
 - (a) Minimum lot width and area: A single-family detached dwelling may be constructed on any existing nonconforming lot of record. Subdivision of land for single-family detached use shall comply with the prevailing development pattern and dimensions for such use within a 200-foot radius of the land to be subdivided. Where existing lots of record have been aggregated for existing development, the pattern shall be based on the aggregation of lots rather than the actual plat.
 - (b) Front yard setback: The minimum front yard setback shall be determined by the average dimension used for existing structures with 100 feet of the property measured along the same side of the roadway frontage.
 - (c) Side corner setback: Where any corner lot does not provide for extra width to accommodate use of the front yard setback on all roadway frontages, a lesser setback consistent with those found in the surrounding area may be allowed. In no case shall the side corner setback be less than 15 feet.
 - (d) Side yard setback: The minimum side yard setback shall be five feet for lots less than 75 feet in width, and 7½ feet for lots of 75 feet or greater.
 - (e) Rear yard setback: The minimum rear yard setback shall be 25 feet.

Exhibit 3

LDC, Chapter 17, Section 16: Mobile home residential (RMH) district.

- (a) *Purpose and intent.* The mobile home residential (RMH) district is intended to provide for the establishment of mobile home dwellings in suburban environments.
- (b) *Permitted uses.*
 - (1) Mobile home parks.
 - (2) Mobile home subdivisions.
 - (3) Mobile homes.
- (bb) *Permitted uses with special development requirements (chapter 18, section 4).*
 - (1) Single-family dwellings (subsection 15.5).
 - (2) Community gardens (subsection 5.1).
- (c) *Special exception uses (chapter 18, section 3).*
 - (1) Recreational vehicle parks and campgrounds (subsection 32).
 - (2) Urban mobile home parks (subsection 22).
- (d) *Mobile home park development standards.* A mobile home park shall be entirely enclosed, exclusive of driveways, at its external boundaries by a solid wall, fence, or evergreen hedge not less than six feet in height.

Access roads within a mobile home park shall be paved to a width not less than 24 feet in a common access area of a minimum 40 feet width. Mobile home spaces may abut upon a driveway of not less than 25 feet in width, which shall have unobstructed access to the road within the mobile home park. The sole vehicular access shall not be by alley, and all dead-end driveways shall include adequate vehicular turning space or cul-de-sac. There shall be a minimum front building setback of 25 feet from all streets within the mobile home park.

Mobile homes shall be so harbored on each space so that there shall be at least a 15-foot clearance between mobile homes, provided, however, with respect to mobile homes parked end to end, the end to end clearance shall be not less than 30 feet.

There shall be at least two paved, off-street parking spaces for each mobile home space, which shall be on the same site as the mobile home served, and may be located in the rear or side yard of the mobile home unit.

Each mobile home space shall be provided with a paved patio of at least 200 square feet and having a storage locker of at least 100 cubic feet. Storage lockers may be located in locker compounds.

Sidewalks not less than four feet wide shall be provided along all streets.

Streets, areas at the entrances to buildings used by occupants at night, and walkways shall be lighted with an average illumination of at least three-tenths footcandle.

- (e) *Mobile home lot or space requirements.* Each mobile home space shall be at least 75 feet wide and 100 feet long and such space shall be clearly defined by permanent markers.
- (f) *Mobile home subdivision development requirements.* The developer shall prepare and submit plans in accordance with the subdivision regulations of the city.
- (g) *Mobile home subdivision, ownership limitations.* Any mobile home subdivision in which any person, group or company obtains ownership of ten percent or more of the subdivision units for rental or leasing purposes, shall be deemed to be a mobile home park, and appropriate licenses and/or permits shall be obtained from the city.

Any builder(s), owner(s), or developer(s) of a mobile home subdivision who retains or within a period of 18 months regains possession of ten percent or more of the subdivision units for purposes of rental or lease shall be subject to the regulations of the city governing all aspects of mobile home parks.

- (h) *Minimum setbacks for nonconforming mobile home parks.* New or replacement mobile homes in existing nonconforming mobile home parks, other than those parks located in Harbor Oaks or Allandale, as described below, shall meet the following setbacks. No setback encroachment shall be permitted for accessory structures such as screen rooms, porches, carports, sheds, or other improvements attached to the mobile home.
 - (1) Front and side corner: Twenty feet from the edge of street pavement.
 - (2) Side: Ten feet from adjacent mobile homes, accessory structures, and park property lines.
 - (3) Rear: Fifteen feet from adjacent mobile homes and accessory structures. Accessory structures shall maintain a ten-foot setback from adjacent mobile homes, accessory structures, and park property lines.
- (i)[hh] *[Minimum setbacks within existing nonconforming mobile home parks.]* Minimum setbacks within existing nonconforming mobile home parks located within the formerly unincorporated areas of Harbor Oaks and Allandale, and annexed into the city between December 1, 1997 and June 17, 2000, replacement mobile homes shall meet the nonconformance provisions for such parks established in chapter 3, section 8(c). In terms of setback requirements, replacement mobile homes in such parks shall meet the minimum separation distance standards of the National Fire Protection Association (NFPA). No setback encroachment shall be permitted for accessory structures such as screen rooms, porches, carports, sheds, or other improvements attached to the mobile home. The NFPA separation distance standards are as follows:
 - (1) Side to side: Ten feet.

- (2) End to side: Eight feet.
- (3) End to end: Six feet.

Units and accessory structures shall maintain a three-foot front yard distance from internal access drives, a five-foot side yard distance from adjacent park boundaries or property lines and a three-foot rear yard distance from adjacent park boundaries or property lines. All units and structures shall be spaced within the park so as to allow sufficient room for a 20-foot wide two-way internal access drive, or a 14-foot wide one-way internal access drive.

(i) *Nonconforming recreational vehicle parks.*

- (1) Except as provided in paragraph (2) of this subsection, the owner of a nonconforming recreational vehicle park shall comply with the 180-day limitation on occupancy as provided in chapter 18, subparagraph 3(b)(18)(d) of this code.
- (2) The owner of a nonconforming recreational vehicle park shall be automatically exempt from the 180-day limitation on location of travel trailers on park property or on a specific site within park property. In addition, the owner of a nonconforming recreational vehicle park shall be automatically exempt from the 180-day limitation on occupancy as provided in chapter 18, subparagraph 3(b)(18)(d) of this code, for 25 percent of the travel trailer units within the park.
 - (a) The exempt travel trailer units shall be designated by the park owner, who shall keep and maintain records, including occupancy ledgers, reflecting such designation and identifying the units.
 - (b) The city and the city's employees, officers and agents shall have the right to enter the park property and review the records required by subparagraph (2)(a) of this subsection and the park premises at such times as the city may require after reasonable notice.
 - (c) Notwithstanding the exemption provided by paragraph (2) of this subsection, the park owner shall not construct or install, or allow, suffer or permit the construction or installation of, permanent improvements such as add-a-rooms or patios onto the site of an exempt unit or onto the unit, unless such improvements are permitted under a separate agreement to be executed by the park owner and the city.
- (3) The exemption on occupancy provided by paragraph (2) of this subsection shall automatically and permanently terminate upon the occurrence of any of the following:
 - (a) The park owner's failure to keep and maintain records required by subparagraph (2)(a) of this subsection.
 - (b) The park owner's refusal to allow the city or its employees, officers or agents to inspect such records or the park premises to ensure compliance with paragraph (2) of this subsection.
 - (c) The construction or installation of any improvements prohibited by subparagraph (2)(c) of this subsection.
 - (d) The termination of the park's nonconforming status for any of the reasons specified in chapter 3, section 8 of this code. In such instance, the

exemption from the 180-day limitation on location of travel trailers provided by paragraph (2) of this subsection shall also terminate.

- (4) The city shall have the authority to enforce violations of this subsection and chapter 18, subparagraph 3(b)(18)(d) of this code, to the extent that the park is not exempt under this subsection.
- (5) Nothing in this subsection is intended to supersede any provision of state law regulating or relating to recreational vehicle parks. Nothing in this subsection is intended to supersede or repeal the park owner's obligation to comply with applicable flood regulations, whether local, state or federal.

Exhibit 4

Community Commercial (CC) and Residential Mobile Home (RMH)

Dimensional Requirements [LDC, Ch. 17, Sec. 27]

District	Minimum Living Area/D.U. (Sq. Ft.)	Minimum Lot Area (Sq. Ft.)	Minimum Lot Width (Ft.)	Maximum Building Coverage	Minimum Open Space	Minimum Building Setback (Ft.)			Maximum Height (Ft.)
						Front	Side	Rear	
CC		22,500	150	35%	30%	D	15*	25*	45
RMH (J)	600	7,500	75	40%	-	25	7.5	15	15

* Non-residential building setbacks adjoining residential zoning shall be equal to or greater than building height.

(J) See chapter 17, section 16 for setback requirements pertaining to nonconforming mobile home parks.

Neighborhood Preservation (NP)

Dimensional Requirements [LDC, Ch. 17, Sec. 15(d)]

(1) *Single-family detached dwellings.*

(a) Minimum lot width and area: A single-family detached dwelling may be constructed on any existing nonconforming lot of record. Subdivision of land for single-family detached use shall comply with the prevailing development pattern and dimensions for such use within a 200-foot radius of the land to be subdivided. Where existing lots of record have been aggregated for existing development, the pattern shall be based on the aggregation of lots rather than the actual plat.

(b) Front yard setback: The minimum front yard setback shall be determined by the average dimension used for existing structures with 100 feet of the property measured along the same side of the roadway frontage.

(c) Side corner setback: Where any corner lot does not provide for extra width to accommodate use of the front yard setback on all roadway frontages, a lesser setback consistent with those found in the surrounding area may be allowed. In no case shall the side corner setback be less than 15 feet.

(d) Side yard setback: The minimum side yard setback shall be five feet for lots less than 75 feet in width, and 7½ feet for lots of 75 feet or greater.

(e) Rear yard setback: The minimum rear yard setback shall be 25 feet.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/21/2022

SUBJECT: (H20) Second Reading - Ordinance No. 2022-15 - Code of Ordinances Amendment/Chapter 42, Article IV - Noise and Light Regulations related to the Riverwalk, Down Under, and Ridgewood/Commonwealth Entertainment Districts (Case No. 22-25000003)

DEPARTMENT: Community Development

GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve Ordinance No. 2022-15, amending Code of Ordinances, Chapter 42, Article IV - Noise and Light Regulations related to the Riverwalk, Down Under, and Ridgewood/Commonwealth Entertainment Districts (Case No. 22-25000003)

SUMMARY: The proposed amendment to the Code of Ordinances creates three Entertainment Districts to further support the City's redevelopment efforts within the Port Orange Town Center Community Redevelopment Area (CRA) and along Ridgewood Avenue and establishes maximum sound level limits (dBA) and timeframes for sound or noise within an Entertainment District. Currently, the Code of Ordinances (CoO) sets sound level limits for residential, commercial, industrial, and agricultural land uses, as well as for areas designated as noise sensitive zones (hospital, nursing home, school, library, and church uses) throughout the City of Port Orange. For the areas of the City located outside the Entertainment District, there are no changes to the maximum level of sound and noise between uses or timeframes for those levels as part of this amendment.

The proposed amendment is based on the review of noise codes for other cities in Florida, such as, Fort Lauderdale, Fort Walton Beach, Hollywood Beach, Cape Coral, Sarasota, and Stuart. Staff found in the review that the allowed sound level in an entertainment or commercial district ranged between 65 dBA to 85 dBA and allowed until either 11pm or 12am (midnight).

Over the last several years, staff has prepared amendments to support the City's redevelopment efforts to create commercial/entertainment destination areas within the Town Center Community Redevelopment Area (CRA) and along Ridgewood Avenue. The amendments included adding uses such as "Brewery" and "Farmers Market", incentives for redevelopment of targeted businesses, establishing site development standards for redevelopment of infill commercial properties, and alternative signage options. Similar to the past amendments, the proposed amendment is intended to support existing businesses and attract new business that provide

entertainment activities such as live music or performances.

The proposed amendment will:

- Establish three Entertainment Districts: 1) The Riverwalk Entertainment District, 2) The Down Under Entertainment District and 3) The Ridgewood/Commonwealth Entertainment District.
- Establish sound level limits and timeframes within the Entertainment Districts.

Entertainment District	Time	Sound level limit dBA Sunday - Wednesday	Sound level limit dBA Thursday – Saturday and the day before and day of a legal holiday
Riverwalk	7:00 a.m.—12:00 a.m.	70	80
-	12:00 a.m. – 7:00 a.m.	55	55
Down Under	7:00 a.m.—12:00 a.m.	65	75
-	12:00 a.m.—7:00 a.m.	55	55
Ridgewood/Commonwealth	7:00 a.m.—12:00 a.m.	65	75
-	12:00 a.m.—7:00 a.m.	55	55

- Require the standard for measurement of noise currently in the Code of Ordinances to also apply to how noise is measured within an Entertainment District.
- Require that sound projecting from an Entertainment District into a residential, commercial, or industrial use not located in a defined Entertainment District shall not exceed the sound limit for the property not located within an Entertainment District. The sound limit at the boundary of an Entertainment District and a residential, commercial, and industrial use not within an Entertainment District are the current limits already provided in table I of Section 42-80 Code of Ordinance (See Exhibit B).

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ord. No. 2022-15 - Noise Ord Am - Entertainment Districts	Ord. No. 2022-15 - Noise Ord Am - Entertainment Districts.pdf
2.	Exhibit A	Exhibit A.docx

3.	Exhibit B	Exhibit B.docx
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Robin Fenwick

Created/Initiated - 6/6/2022

ORDINANCE NO. 2022-15

AN ORDINANCE OF THE CITY OF PORT ORANGE, FLORIDA, AMENDING THE CODE OF ORDINANCES CHAPTER 42, NUISANCES, ARTICLE IV, NOISE AND LIGHT REGULATIONS, SECTION 42-79 TO REPLACE THE TOURIST USE OCCUPANCY WITH COMMERCIAL USE OCCUPANCY; SECTION 42-80 TO ADDRESS VEHICLE NOISE REGULATION PREEMPTION; SECTION 42-81 TO ADDRESS VESSEL NOISE REGULATION PREEMPTION; SECTION 42-82 TO CREATE A PREEMPTION EXEMPTION; REPEALING SECTION 42-83 RELATED TO SPECIAL NOISE PERMITS, AND REPLACING WITH THE CREATION OF ENTERTAINMENT DISTRICTS WITH SPECIAL NOISE RESTRICTIONS; SECTION 42-84 AMENDING METHODS OF ENFORCEMENT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council acknowledges that live entertainment can spur economic growth in areas in need of redevelopment; and

WHEREAS, a variety of local live entertainment provides an outlet for our residents to enjoy without having to travel to other municipalities; and

WHEREAS, the noise generated by live entertainment must be balanced against the rights of surrounding property owners to the quiet enjoyment of their properties; and

WHEREAS, amendment of the current Code of Ordinances is necessary to establish various entertainment districts with more flexible noise limitations in order to encourage local entertainment and spur economic development; and

WHEREAS, amendment of the current Code of Ordinance is also necessary to address various clean-up items and preemption issues; and

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

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

SECTION 1. The City Council of the City of Port Orange, Florida, hereby amends Chapter 42, Nuisances, Article IV, Noise and Light Regulations, Section 42-79 of the City of Port Orange Code of Ordinances to read as follows:

Sec. 42-79. Measurement standards classification by use occupancy.

- (a) For purposes of defining the "use occupancy" all premises containing habitually occupied sleeping quarters shall be considered in residential use. All premises containing transient commercial sleeping quarters ~~shall be considered tourist use.~~ All premises or containing business where sales, professional or other commercial use is legally permitted shall be considered commercial use. All premises where manufacturing is legally permitted shall be considered manufacturing use. In cases of multiple use, the more restrictive use category shall prevail. Hospital, nursing home, school, library, and church uses shall be considered noise sensitive zones.

(b) - (c) [*Remain unchanged.*]

SECTION 2. The City Council of the City of Port Orange, Florida, hereby amends Chapter 42, Nuisances, Article IV, Noise and Light Regulations, Section 42-80 of the City of Port Orange Code of Ordinances to read as follows:

Sec. 42-80. General restrictions.

(a) - (c) [*Remain unchanged.*]

- (d) Vehicle noise is regulated by s. 316.293 of the Florida Statutes, as may be amended from time to time. It shall be unlawful for any person to person to operate a vehicle in a manner as to generate a sound level in excess of the limits established by, or otherwise in violation of, s. 316.293, F.S.

~~No person shall operate or be permitted to operate a vehicle at any time or under any condition of roadway grade, load, acceleration or deceleration in such a~~

~~manner as to generate a sound level in excess of the following limit for the category of motor vehicle and applicable speed limit of a distance of 50 feet from the center of the lane of travel:~~

~~(1) For motorcycles other than motor-driven cycles:~~

~~Sound level limit, 35 mph or less—78 dBA~~

~~Sound level limit, over 35 mph—82 dBA~~

~~(2) For any motor vehicle of 10,000 pounds or more:~~

~~Sound level limit, 35 mph or less—86 dBA~~

~~Sound level limit, over 35 mph—90 dBA~~

~~(3) For motor-driven cycles and any other motor vehicle not included in subsections (1) or (2):~~

~~Sound level limit, 35 mph or less—72 dBA~~

~~Sound level limit, over 35 mph—79 dBA~~

(e) [*Remains unchanged.*]

SECTION 3. The City Council of the City of Port Orange, Florida, hereby amends Chapter 42, Nuisances, Article IV, Noise and Light Regulations, Section 42-81 of the City of Port Orange Code of Ordinances to read as follows:

Sec. 42-81. Specific noises and lights prohibited.

In addition to the maximum permissible sound or light levels set out in this article, and unless otherwise exempted by this article or by act of the city, the following specific acts, or the causing or permitting thereof, are hereby declared to be in violation of this article:

(1) - (9) [*Remain unchanged.*]

(10) *Motor boats.* Vessel noise is regulated by s. 327.65 of the Florida Statutes, as may be amended from time to time. It shall be unlawful for any person to person to operate a vehicle in a manner as to generate a sound level in excess of the limits established by, or otherwise in violation of, s. 327.65, F.S. Operating or permitting the operation of any boat in any lake, river, stream, canal, bay or other waterway in such a manner as to cause unnecessary and excessive noise within a residential area or noise sensitive zone, or to exceed 85 dBA when measured at least 50 feet from the craft (single incident in any mode of operation

(11) - (14) [*Remain unchanged.*]

SECTION 4. The City Council of the City of Port Orange, Florida, hereby amends Chapter 42, Nuisances, Article IV, Noise and Light Regulations, Section 42-82 of the City of Port Orange Code of Ordinances to read as follows:

Sec. 42-82. Exempted noises and lights.

The following uses and activities shall be exempt from noise level regulations except as listed in section 42-80 and 42-83:

- (1) - (7) [*Remain unchanged.*]
- (8) Those motor vehicles controlled by F.S. § 316.293 noises that are regulated exclusively by the State of Florida and expressly preempt the regulation of such noises by a municipality.
- (9) - (14) [*Remain unchanged.*]

SECTION 5. The City Council of the City of Port Orange, Florida, hereby amends Chapter 42, Nuisances, Article IV, Noise and Light Regulations, Section 42-83 of the City of Port Orange Code of Ordinances to read as follows:

Sec. 42-83. Noise restrictions in an entrainment district –Special permits.

- (a) The following entertainment districts have been created to encourage entertainment activities and shall have special noise restrictions applicable therein. The entertainment districts shall include all property within the entertainment district boundary as depicted in the figures below.

Figure 1 - Riverwalk Entertainment District



Figure 2 - Down Under Entertainment District

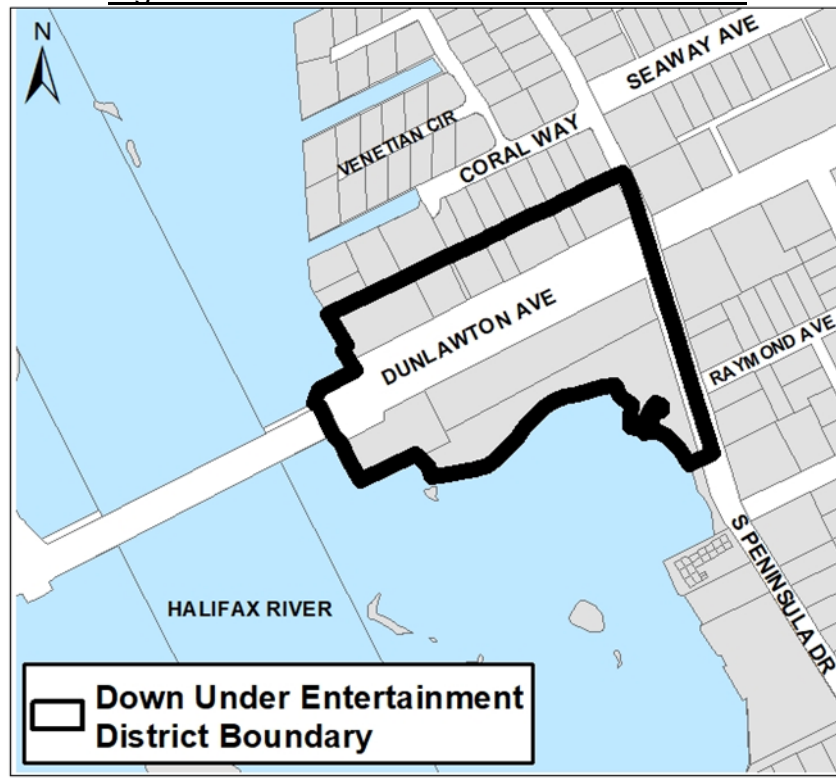
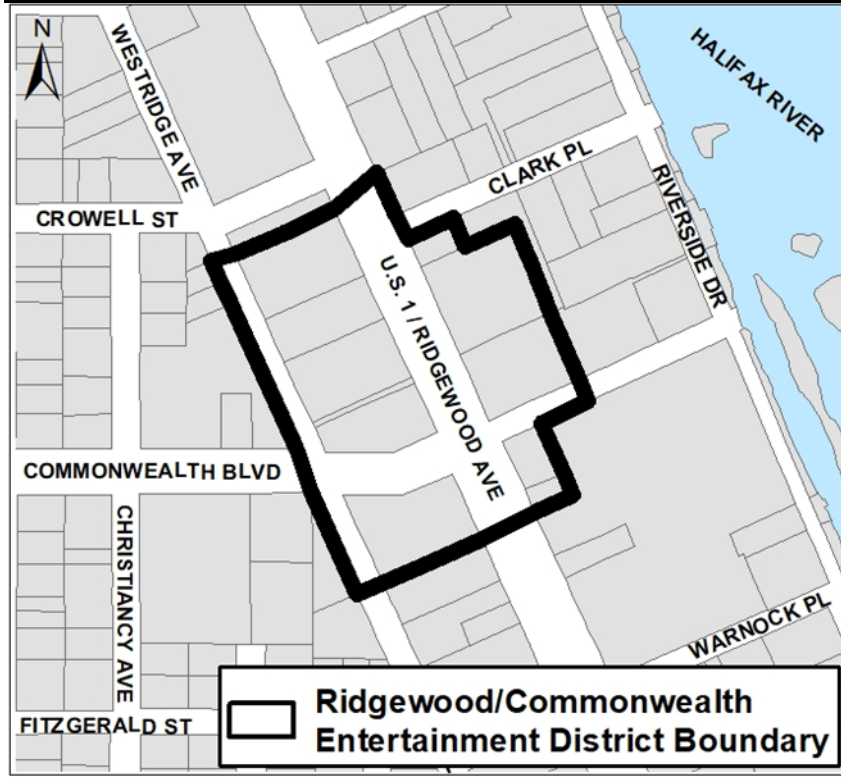


Figure 3 - Ridgewood/Commonwealth Entertainment District



(b) No person shall operate or cause to be operated any source of sound from an entertainment district in such a manner as to create a sound level which exceeds the limits set forth for that entertainment district as shown in table I of this section, when measured at or beyond the property boundary from which the sound emanates. The noise limitations for use occupancies set forth in table of section 42-80 shall not apply to noise emanating from any property located within an entertainment district except as provided herein.

TABLE I – Entertainment Districts

Entertainment District	Time	Sound level limit dBA Sunday - Wednesday	Sound level limit dBA Thursday – Saturday*
<u>Riverwalk</u>	<u>7:00 a.m.—12:00 a.m.</u>	<u>70</u>	<u>80</u>
	<u>12:00 a.m. – 7:00 a.m.</u>	<u>55</u>	<u>55</u>
<u>Down Under</u>	<u>7:00 a.m.—12:00 a.m.</u>	<u>65</u>	<u>75</u>
	<u>12:00 a.m.—7:00 a.m.</u>	<u>55</u>	<u>55</u>
<u>Ridgewood/Commonwealth</u>	<u>7:00 a.m.—12:00 a.m.</u>	<u>65</u>	<u>75</u>
	<u>12:00 a.m.—7:00 a.m.</u>	<u>55</u>	<u>55</u>

* Applies to the day before a legal holiday, legal holidays or dates of public celebration declared by City Council. For example, if the 4th of July is on a Monday, the sound level

limit (dBA) on Sunday, July 3rd and Monday, July 4th would follow the sound level limit dBA limitations for Thursday – Saturday.

(c) Sound or noise projecting from an entertainment district into a use occupancy as defined in section 42-79(a) of this Article located outside the boundary of an entertainment district shall not exceed the limits set forth for that use occupancy as set forth in table I of section 42-80.

~~Applications for a permit for relief from the maximum allowable noise level limits designated in this article may be made in writing to the city manager or his duly authorized representative. Any permit granted by the city manager hereunder must be in writing and shall contain all conditions upon which the permit shall be effective. The city manager, or his duly authorized representative, may grant the relief as applied for under the following conditions:~~

- ~~(1) The city manager may prescribe any reasonable conditions or requirements as deemed necessary to minimize adverse effects upon the community or the surrounding neighborhood, including use of mufflers, screens or other sound attenuating devices.~~
- ~~(2) Permits for entertainment. Permits may be granted for the purpose of entertainment under the following conditions:~~
 - ~~a. The function must be open to the public (admission may be charged).~~
 - ~~b. The function must take place on public property.~~
 - ~~c. The permit will be given for only eight hours in one 24 hour day.~~
 - ~~d. The function must be staged between the hours of 9:00 a.m. to 12:00 midnight.~~
- ~~(3) Other. Special permits for nonentertainment special purposes may be issued under the following conditions:~~
 - ~~a. If the special purpose relates to the operation of a trade or business that the special purpose not be in the ordinary course of that trade or business.~~
 - ~~b. If the special purpose does not relate to the operation of a trade or business that the special purpose not be an ordinary event in the affairs of the applicant.~~
 - ~~c. If the special purpose be a recurring purpose that it not recur more often than four times each calendar year.~~
 - ~~d. That the special purpose be absolutely necessary to the operation of the applicant's trade or business.~~
 - ~~e. If the special purpose does not relate to the operation of the trade or business that the special purpose be compatible with the ordinary activities of the neighborhood in which the special purpose is to occur.~~

- ~~f. Except in emergency situations, as determined by the city manager, the special permit may be issued for a period of only eight hours between 7:00 a.m. and 12:00 midnight.~~
- ~~g. Special permits may be issued for no longer than 15 consecutive days, renewable by further application to the city manager.~~

SECTION 5. The City Council of the City of Port Orange, Florida, hereby amends Chapter 42, Nuisances, Article IV, Noise and Light Regulations, Section 42-83 of the City of Port Orange Code of Ordinances to read as follows:

Sec. 42-84. Enforcement.

- (a) The code enforcement officer and police department shall have enforcement responsibility for this article.
- (b) In the case of continuous or recurring violations, the ~~special magistrate code enforcement officer~~ shall may refer the violation to the special magistrate pursuant to section 2-206 et seq.
- (c) In the case of ~~motor vehicle~~ and isolated violations, the police ~~shall issue a notice to appear~~ may issue a citation. ~~pursuant to administrative procedures established for the county courts.~~
- (d) The owner of property, a tenant, a lessee, a manager, an overseer, an agent, corporation, or any other person or persons entitled to lawfully possess or who claims lawful possession of such property at the particular time involved shall be responsible for compliance with this article and each may be punished for violation of this article. It shall not be lawful defense to assert that some other person caused such sound or light, but each lawful possessor or claimant of the premises shall be responsible for operating or maintaining such premises in compliance with this article and shall be punished whether or not the person actually causing such sound or light is also punished.

SECTION 6. All ordinances or parts of ordinances in conflict with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

SECTION 7. If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the Ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this Ordinance are declared severable.

SECTION 8. 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 9. This Ordinance shall become effective immediately upon final passage by the City Council.

[REMAINDER OF PAGE LEFT BLANK]

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the __ day of _____, 2022.

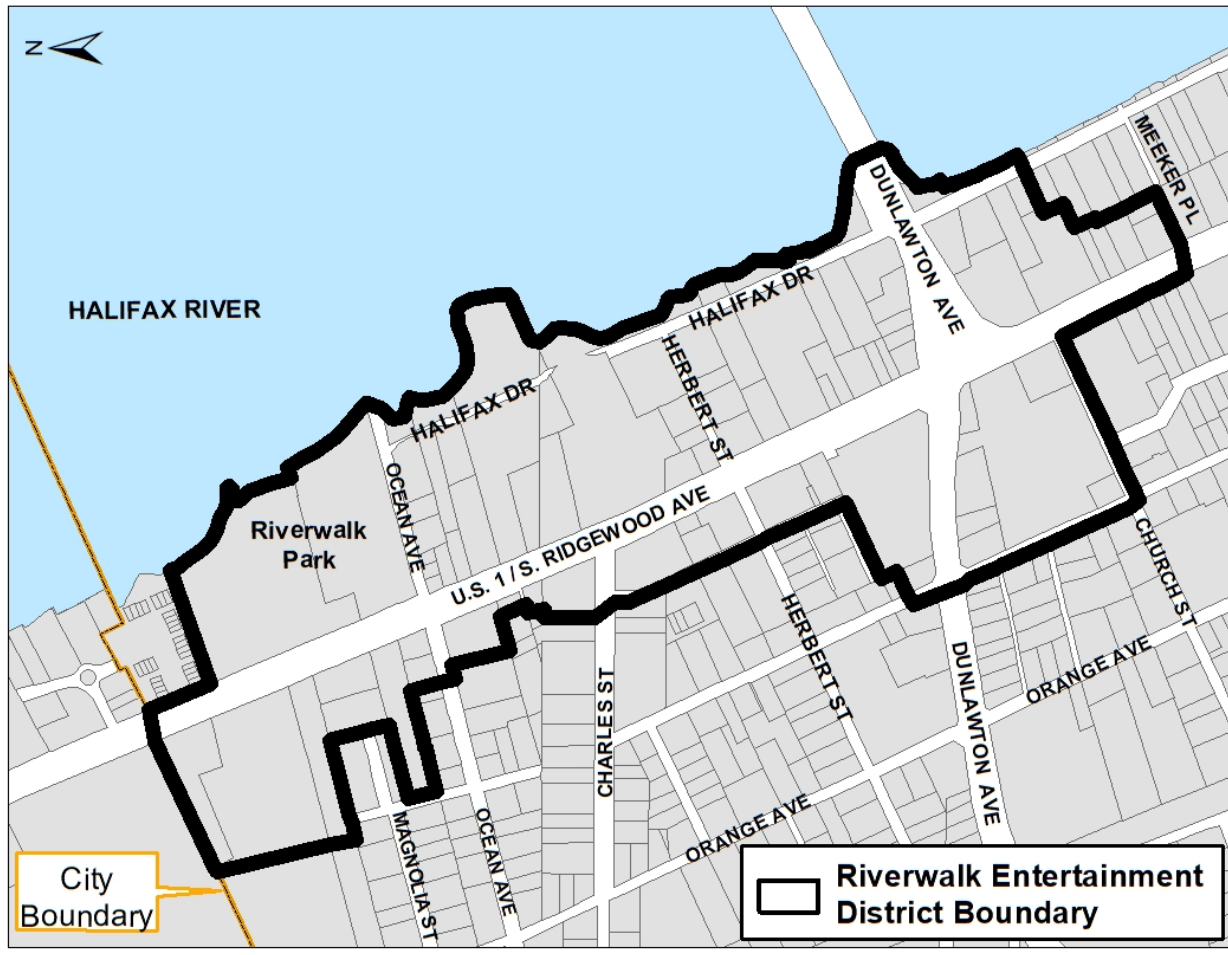
Passed and adopted on second and final reading on the __ day of _____,
2022.

Reviewed and Approved: _____
Matthew J. Jones, City Attorney

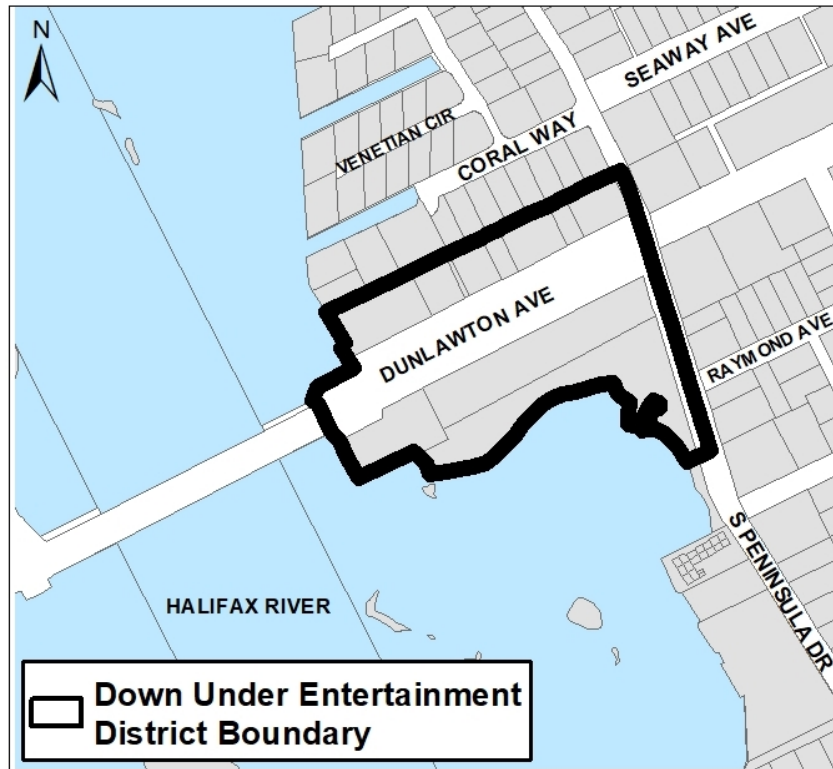
[CA3407]

Exhibit A – Entertainment Districts

Riverwalk Entertainment District



Down Under Entertainment District



Ridgewood/Commonwealth Entertainment District

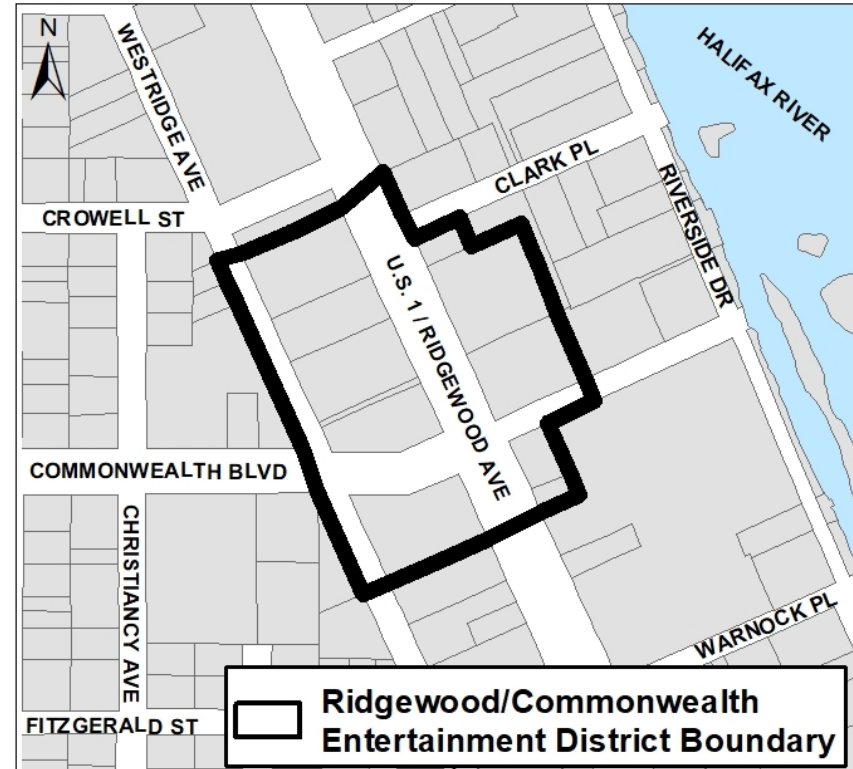


Exhibit B

TABLE I – Entertainment Districts

<u>Entertainment Districts</u>	<u>Time</u>	<u>Sound level limit dBA Sunday - Wednesday</u>	<u>Sound level limit dBA Thursday – Saturday*</u>
<u>Riverwalk</u>	<u>7:00 a.m.—12:00 a.m.</u>	<u>70</u>	<u>80</u>
	<u>12:00 a.m. – 7:00 a.m.</u>	<u>55</u>	<u>55</u>
<u>Down Under</u>	<u>7:00 a.m.—12:00 a.m.</u>	<u>65</u>	<u>75</u>
	<u>12:00 a.m.—7:00 a.m.</u>	<u>55</u>	<u>55</u>
<u>Ridgewood</u>	<u>7:00 a.m.—12:00 a.m.</u>	<u>65</u>	<u>75</u>
	<u>12:00 a.m.—7:00 a.m.</u>	<u>55</u>	<u>55</u>

* Applies to the day before a legal holiday, legal holidays or dates of public celebration declared by City Council. For example, if the 4th of July is on a Monday, the sound level limit (dBA) on Sunday, July 3rd and Monday, July 4th would follow the sound level limit dBA limitations for Thursday – Saturday

TABLE I - Use Occupancy Category for Property not in an Entertainment District

<u>Use occupancy category</u>	<u>Time</u>	<u>Sound level limit dBA</u>
<u>Residential</u>	<u>7:00 a.m.—10:00 p.m.</u>	<u>60</u>
	<u>10:00 p.m.—7:00 a.m.</u>	<u>50</u>
<u>Commercial or business</u>	<u>7:00 a.m.—10:00 p.m.</u>	<u>65</u>
	<u>10:00 p.m.—7:00 a.m.</u>	<u>55</u>
<u>Manufacturing, industrial or agriculture</u>	<u>All times</u>	<u>75</u>
<u>Noise sensitive zone</u>	<u>All times</u>	<u>55</u>



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 6/21/2022

SUBJECT: (I21) Approval of Change Order No. 9 with Saboungi Construction, Inc. to Extend Time for The Rec Project QPC082

DEPARTMENT: Parks & Recreation

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve the change order and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: The City entered into a contract with Saboungi Construction on May 18, 2021 for the new construction and renovation of the Port Orange gym (Rec). The contract gives the contractor 275 days to reach substantial completion and an additional 30 days for final completion calculated from the date of the notice to proceed. After being awarded the contract, Saboungi construction requested to delay the issuance of the notice to proceed (which triggers the 275 day construction deadline) by 90 days in order for the contractor to secure the structural steel, concrete and other materials required for construction due to potential supply chain issues. The city granted the request and issued its notice to proceed on August 16, 2021 with a substantial completion date of May 18, 2022.

On March 17, 2022, Mr. Saboungi submitted a request to the city for an extension of 164 days to the construction deadline for final completion to be November 30, 2022. The request lacked supporting documentation regarding the cause of the delay. The city's architect, Dana Smith with DJ Design, responded to the letter requesting additional information and justification related to the requested extension be submitted by May 5th for consideration. Mr. Saboungi did not provide a response until May 17, 2022 in which Mr. Saboungi attempted to provide explanations for the delays and reduced the extension request to 135 days.

The management team – consisting of Dana Smith, Todd Bush (contracted construction inspector with Zev Cohen & Associates), Frank Flagg (facilities maintenance manager) and Susan Lovallo (contract manager) - reviewed the request for extension and supporting documentation. Many of the delays referenced by Mr. Saboungi in his May 17th request evidenced a lack of pre-planning in arranging for materials and labor. Construction inspectors have noted sporadic personnel on-site and poorly managed construction trade sequencing. Dana Smith recommended approving a lesser extension of 48 days which is comprised of 12 documented rain days, 5 days for concrete delays, and an additional 31 days for miscellaneous labor shortages and supply chain issues.

Everyone on the management team agrees that even though the construction industry as-a-whole is distressed, the overriding cause of the majority of the delays can be directly attributed to disorganized management of the project and lack of urgency on the part of the contractor.

Staff recommends that 48 additional days be granted extending the substantial completion date to July 5, 2022 with a final completion date of August 4, 2022. As set forth in the contract, missing the completion deadline will result in liquidated damages being assessed at \$500 per day until the project is complete.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Saboungi Construction Inc. Change Order No 9	Saboungi Construction Inc. Change Order No 9 (002).pdf
2.	Notice to Proceed executed Saboungi 8 16 21	Notice to Proceed executed Saboungi 8 16 21.pdf
3.	SC1stChange Order Letter for Time Extension	SC1stChange Order Letter for Time Extension.pdf
4.	SC2ndREC - Time Extension Request Letter 5-17-22	SC2ndREC - Time Extension Request Letter 5-17-22.pdf

Sandy Woodman	Created/Initiated - 4/20/2022
Susan Lovallo	Approved - 5/27/2022
Jill Poolman	Approved - 6/2/2022
Robin Burris	Approved - 6/7/2022
John McKinney	Approved - 6/9/2022
Matthew Jones	Approved - 6/9/2022
Wayne Clark	Approved - 6/10/2022
Robin Fenwick	Final Approval - 6/10/2022

CHANGE ORDER NO. 9

To AIA Agreement approved May 18th, 2021, Between the City of Port Orange and Saboungi Construction, Inc. for ITB # 21-13, Rec Remodel and Expansion project.

Project: # QPC082 – Rec Remodel and Expansion

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT PRICE: Original Contract Price: \$ 3,963,162.00	CHANGE IN CONTRACT TIMES: Original Contract Times: 305 Days Substantial Completion: May 18,2022 Final Completion: June 17,2022 NTP effective August 16, 2021
Net changes from previous Change Order: No. 1: \$ 9,778.23 No. 2: \$ 25,268.67 No. 3: \$ 42,624.31 No. 4: \$ 19,139.77 No. 5: \$ 9,448.53 No. 6: \$ 4,688.84 No. 7: \$ 174,999.81 No. 8: \$ 1,295.91	Changes in contract time from previous Change Orders: N/A
Contract Price prior to this Change Order: \$ 4,250,406.07	Contract Completion Date prior to this Change Order: Substantial Completion: May 18, 2022 Final Completion: June 17,2022
Net Increase (decrease) of this Change Order No. 9: Increase Line n/a	Changes in contract time requested this Change Order No. 9: (Requires Council Approval) - Yes 48 Days
Contract Price with all approved Change Orders: \$ 4,250,406.07	Contract Times with all approved Change Orders: Substantial Completion: July 5, 2022 Final Completion: August 4,2022

CHANGES ORDERED:

- I. GENERAL: This Change Order is necessary to cover changes in the work to be performed under the Contract Agreement entered by and between the parties on May 18,2021.
- II. REQUIRED CHANGES: **This Change Order is needed for additional time to complete the construction of The Rec Expansion and Improvements project, due to Weather and Supply Chain Shortages.** No goods shall be delivered, nor services commenced hereunder until this Change Order has been fully executed by all parties.
- III. JUSTIFICATION: This Change Order is necessary to complete The Rec expansion and improvements.

Changes in scope require Council approval. Is this a scope change? YES
- IV. PAYMENT: Payment for this Change Order shall be made in accordance with the terms of the Contract Agreement subject to a limit up to but not to exceed **\$ 4,250,406.07** All payments shall be governed by the Local Government Prompt Payment Act as set forth in Florida Statutes Section 218.70 through 218.79, as amended.

Acknowledgments:

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

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

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

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

RECOMMENDED BY:
SUSAN LOVALLO
PARKS AND RECREATION DIRECTOR

ACCEPTED BY:
SABOUNGI CONSTRUCTION, INC.
Contractor

By: _____
Susan L Lovallo
Parks & Recreation Director

By: _____
Hassan Saboungi, Vice President

Date Signed: _____

Date Signed: _____

RECOMMENDED BY:

RECOMMENDED BY:

City's Representative

Engineer of Record

By: N/A
Printed Name: _____
Title: _____

By: _____
N/A _____
Printed _____ Name: _____

Date Signed: _____

Title: _____

Date _____ Signed: _____

APPROVED BY:

CITY OF PORT ORANGE

Department Head—Approval delegated by City Manager. Scope, schedule and cost changes above either \$25K or limit of unforeseen conditions allowance go to City Council.

By: _____
Susan Lovallo, Parks and Recreation Director

Date Signed: _____

City Manager—Approval authority for changes up to either \$25K or limit of unforeseen conditions allowance. Scope and schedule changes sent to City Council.

By: _____
Wayne Clark, City Manager

Date Signed: _____

If Council approval is required:

By: _____
Printed Name: Don Burnette
Title: Mayor

Date Signed: _____

Affirmed:

Robin L. Fenwick, MMC, City Clerk

Date Signed: _____



CITY OF PORT ORANGE NOTICE TO PROCEED

Issued By: Susan Lovallo

Parks & Recreation Director
1395 Dunlawton Ave. Port Orange, FL 32129
Phone: (386) 506-5852
slovallo@port-orange.org

Issued To: Hassan Sabounqi, Vice President

290 A North US Highway 1
Ormond Beach, FL 32174
Phone: (386) -547-4714
hassan@sabounqiconstruction.com

PROJECT TITLE: QPC082 - The Rec

Bid No. ITB 21-13 Rec Remodel and Expansion

This **Notice to Proceed** to your company is for the above referenced project and in accordance with the Scope of Work and all terms and conditions of the AIA Document, Standard Form of Agreement between the **City of Port Orange and Sabounqi Construction, Inc.** dated **May 18, 2021**. The effective date of this Notice to Proceed is **August 16, 2021** to allow **275 calendar days** for work to be substantially completed by **May 18, 2022** and **30 days** thereafter for the entire project to be 100 % completed on **June 17, 2022**.

Please sign acknowledging and agreeing to the contents of this Notice to Proceed and return this form to the attention of the City Department Representative at the above address.

Congratulations on your efforts and we look forward to working with your company.

City Project Manager: Susan Lovallo, Parks & Recreation Director
1395 Dunlawton Ave., Port Orange, FL 32129
386-506-5852
slovallo@port-orange.org

All future correspondence or requests for changes to the contract must be addressed to the City's Project Manager.

ISSUED BY:

Owner: City of Port Orange

This 21 day of July, 2021

By: Signature: [Signature]

Susan Lovallo, Parks and Recreation
Director

ACCEPTANCE NOTICE:

Receipt of the foregoing Notice to Proceed is hereby acknowledged and agreed by:

Company: Sabounqi Construction Inc.

This 21st day of July, 2021

By: Signature: [Signature]

Title: Hassan Sabounqi, Vice President

M. "Mike" Saboungi
President



Hassan Saboungi
Vice President

290 A North U.S. Highway 1, Ormond Beach, FL 32174-4504
Tel: (386) 672-2077 Fax: (386) 673-4189
www.saboungiconstruction.com

March 17, 2022

Mr. Dana Smith
DJ Design, Inc.
913 North Nova Road
Holly Hill FL 32117

Re: Expansion and Improvements to The REC
Change Order for Time Extension

Dear Dana,

With this letter Saboungi Construction, Inc. is respectfully requesting a time extension of 164 calendar days to the contracted date of Substantial Completion. According to the revised Progress Schedule that new date would become October 28, 2022, assuming we get cooperative weather. A major summer/fall storm may deter this projected date.

There are numerous factors that have contributed to the delay in this project. They are:

- Underground utilities lines that some were not shown on the civil or survey plans but discovered during the demolition period. That includes FPL, Teco Gas, Spectrum, and AT&T lines. These lines were directly below the footprint of the new east and west building additions. It took about 5 weeks to resolve their new layout. Unlike water and sewer, which are directly controlled by the city's utilities department, these large corporations/monopolies provided little to no cooperation or attention to the issues.
- Once we begun prepping to excavate the building footings, we discovered the earth was all sugar sand, which is soft and flowing. This forced us to form all the footings costing additional labor and lumber material. Because the process is slow, the footings took an additional 4 weeks to form and pour.
- The complexity of the design required that we pour all our concrete (footings, ground floor slab, filled cells, tie beams and elevated slabs) in a total of 30+ separate pours. The national shortage of cement has caused a delay in the availability of concrete mix. Anytime we needed to pour concrete we had to schedule it a week or longer in

advance without regard to the weather. A day or two prior to the scheduled pours if the weather called for rain, we were forced to cancel the concrete and wait another long period to reschedule the concrete pour again.

- On some dates concrete would be available, but the concrete placement crew would be tied up elsewhere. Coordinating the labor and the material together has been especially challenging.
- The cement shortage has also affected the availability of concrete masonry units. We lost about 6 weeks total waiting on deliveries of Block. The hardest hit was the 12-inch block which at one point none were available for a month. Delays in blocks also delayed concrete tie beams and structural steel installation. This is a domino effect.
- The labor market is especially tight affecting the size of the crews and their work availability. This is difficult to quantify, but without a doubt, the construction industry in particular has been one of the hardest affected by the national labor shortage.
- From August 16, 2021, through March 15, 2022, there has been 36 rain days.
- There have been a few change orders involving additional scope of work. There was also a change order for modifications to the design plans as mandated by the Community Development Department. These have taken place during construction.
- After the demolition exposed the interior of the existing two-story building, many structural obstacles were discovered requiring field modifications to the intended design.
- The underground water and sewer lines were altered in design due to obstacles discovered during excavation. The tree in front of the building has required we alter the water and fire line installation. The new sewer line was to be connected to an existing sewer line. Once we reached that point, it was discovered there is no existing sewer line to connect to. Just another challenge to deal with and installation of an additional sewer line.
- The roof insulation and lightweight concrete is another nightmare. From the time we met with our roofing contractor onsite to examine the building structures and made changes to the sloped roof design the availability of those materials has delayed the start of the roofing about 8 weeks. Last Thursday, we were told the roof start is 3 to 5 weeks out. Roofing installation should take about 4 weeks if the weather fully cooperates.

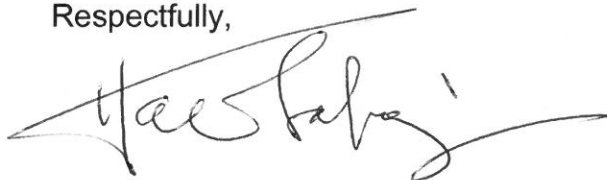
These delays to the project are all totally out of our control. Regrettably, the construction industry has changed dramatically. Material shortages has forced us, along with all other contractors, to wait weeks for availability. Subcontractors are harder to find and to control due to the tight labor market. Renovations forces changes to the design caused by the uncovering of existing building conditions. Large utility companies/monopolies are extremely uncooperative. And of course, inclement weather causes a snowball effect on everything.

Even with all the challenges this project has thrown our way, Saboungi Construction will no doubt continue to strive toward completing a beautiful recreational center all of us will be proud of. The owner's team of Dana Smith, Frank Flagg, Susan Lovallo, Peter Ferreira, Kevin Sweat, Richard Colby, and Todd Bush are a great source of support. We sincerely appreciate their cooperation and guidance.

Years from now, no one will remember the completion date of this project. We will have put these hardships behind, and marvel at the breathtaking building design and impressive workmanship. That's all that matters.

Kindly issue a change order for the time extension of 164 calendar days. We are proceeding per the revised progress schedule. Thank you.

Respectfully,

A handwritten signature in black ink, appearing to read 'Hassan Saboungi', with a long horizontal flourish extending to the right.

Hassan Saboungi
Vice President

HS/ali

M. "Mike" Saboungi
President



Hassan Saboungi
Vice President

290 A North U.S. Highway 1, Ormond Beach, FL 32174-4504
Tel: (386) 672-2077 Fax: (386) 673-4189
www.saboungiconstruction.com

May 17, 2022

Mr. Dana Smith
DJ Design, Inc.
913 North Nova Road
Holly Hill FL 32117

Re: Expansion and Improvements to The REC
Change Order for Time Extension

Dear Dana,

With this letter Saboungi Construction, Inc. is respectfully requesting a time extension of 164 calendar days to the contracted date of Substantial Completion. The progress schedule that we submitted in March was based on a projected date of roof material arrival and start. Now we have modified the Progress Schedule to reflect more accurate dates pursuant to the start of the roof installation. The new Substantial Completion date would become September 30, 2022, assuming we get cooperative weather. A major storm during the summer may deter this projected date.

There are numerous factors that have contributed to the delay in this project. They are:

- The Underground utilities lines that were directly below the footprint of the new West building caused a delay of **23** days in the start of the building footings. The existing building was demolished by August 27. The foundations were laid out and excavation began September 20. The first concrete pour of the foundations took place on September 29.
- The explanation about the sugar sand is not a statement about lack of information. It is simply a statement that the concrete foundations took longer to construct because forming them is more time consuming than simply excavating them using the hard earth as form. I am not able to enumerate the additional time on this, but every person involved in this project was able to visually see how long the forming took because we had a steady crew onsite.

- Concerning the concrete pours, I have attached a spreadsheet that shows the delays incurred in between the threshold inspection days and the actual concrete pour days. These delays are due to the lack of sufficient concrete supply. This amounts to **45** calendar days. See attached.
- Following each building slab pour we were not allowed to stock the slab with concrete blocks until after seven days. This delayed the schedule **14** calendar days.
- The cement shortage has also affected the availability of concrete masonry units. This project has 28,000 blocks which amounts to 389 Cubes. It is impossible to acquire such a huge quantity all at once due to material in-availability and due to lack of storage area. Having all 389 cubes on site would not give us space for concrete trucks, pump, and other material deliveries. The first delivery of blocks was about 9,000 blocks. The true block delays hit the east building the most. We lost 6 days in November, 7 days in December and 7 days in January. A total of **20** days.
- The masonry contractor was responsible for pumping the block filled cells. I know he had numerous delays in the scheduling of the cell fill concrete. However, at this time, I am unable to enumerate those specific delays because I have not yet received the mason's concrete invoices.
- The labor market is especially tight affecting the size of the crews and their work availability. This is difficult to quantify, but without a doubt, the construction industry in particular has been one of the hardest affected by the national labor shortage.
- From August 16, 2021, through May 5, 2022, there has been 44 working rain days. I have enumerated a total of **18** days of significant amount of rain that would adversely affect the progress of the job. See attached.
- There have been seven change orders involving additional scope of work. Most recently, the custom designed playground equipment and rubber flooring was bought from Kompan Ltd. Kompan is manufacturing this playground at its headquarters in Denmark. The entire system is scheduled to arrive and be installed in October 2022.
- The underground water and sewer lines were altered in design due to obstacles discovered during excavation. The tree in front of the building has required we alter the water and fire line installation. The new sewer line was to be connected to an existing sewer line. Once we reached that point, it was discovered there is no existing sewer line to connect to. A change order was issued for us to add a new sewer line extension.

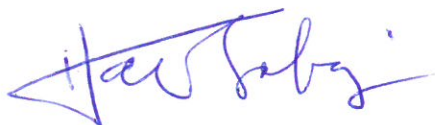
- The required Pre-installation Roofing Conference was held on February 2 and not earlier because we needed to walk the metal roof deck to see the existing building conditions. Fortunately, during the meeting the roofer brought to our attention that the block parapet walls were not tall enough for the scheduled roof deck insulation, so a field modification was made to make it work. I directed our roofer to schedule the insulation and lightweight cement to commence in 4 weeks (March 2). Although the east building was not ready by then, the west building was ready for this work to commence in early March. I even offered to pay for the cost of a second mobilization, if necessary. Then during our March 10 progress meeting the roofing contractor informed us the roof insulation will not ship until about 4 weeks. On April 14, the insulation finally arrived, and installation commenced. Prior to this, we were halted from doing any interior construction because rainwater was entering the building. This is a delay of **43** calendar days from March 2 to April 14.

The 305 calendar days is what's listed in our contract agreement with the city of Port Orange. 275 days for substantial plus 30 days for final. We would love to have the 395 days in the ITB.

There is no doubt that we can all attest that this has been a challenging project, to say the least. But Saboungi Construction has continued to do its best in fulfilling our contractual obligations and in providing quality workmanship. Considering the tough construction market, we have assembled a decent group of subcontractors, and work has never stopped as we continue to push the progress forward.

Kindly issue a change order for a time extension of **135** calendar days and a new **Substantial Completion date of September 30, 2022**, assuming we get cooperative weather. We are proceeding per the revised and attached progress schedule. Thank you.

Respectfully,



Hassan Saboungi
Vice President

HS/ali

Encl.

DELAYS IN CONCRETE POURS

Concrete Type	Threshold Inspection	Concrete Pour	Delay Days
Footings	9/28/2021	9/29/2021	0
Pads & Radius Foot	10/5/2021	10/6/2021	0
Footings	10/13/2021	10/14/2021	0
CMU Stem Walls & E - Footings	10/15/2021	10/22/2021	6
Elevator Pit	10/21/2021	10/28/2021	6
Slab	11/3/2021	11/8/2021	4
Columns	11/19/2021	11/22/2021	0
Beams	11/24/2021	11/29/2021	4
Slab	12/16/2021	12/23/2021	6
Columns	1/18/2022	1/24/2022	5
Beams	1/24/2022	1/28/2022	3
Columns	1/26/2022	1/31/2022	4
Roof Slabs	2/24/2022	3/1/2022	7
Stairs & Landings	4/11/2022	4/12/2022	0
TOTAL			45



UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Engineering •
Construction Materials Testing • Threshold Inspection • Private Provider Inspection • Geophysical Studies

911 Beville Road, Suite 3 • South Daytona, Florida 32119 • (386) 756-1105 • FAX (386) 760-4067

UES Project No. 0415.2100497.0000

UES Report No. 1907953

Date: 10/6/2021

Mr. Allen Tischler, Chief Building Official
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Reference: **SPECIAL THRESHOLD INSPECTIONS REPORT**
The REC
located at 4655 City Center Circle, Port Orange, FL
Permit No.: 20-00006707
UES Project No. 0415.2100497.0000 UES Report No. 1907953

Dear Mr. Tischler:

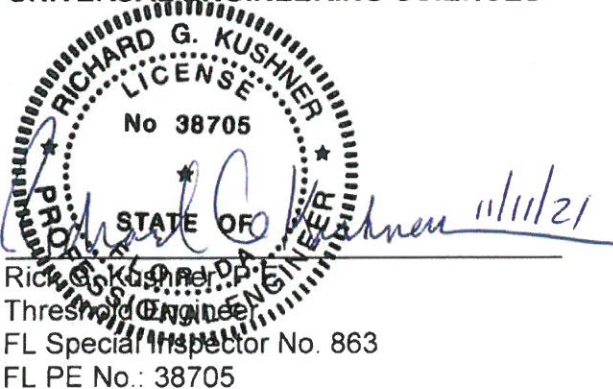
Universal Engineering Sciences, Inc. (UES) is performing Special Threshold Inspections for the The REC project located at 4655 City Center Circle in Port Orange, Florida. Our inspections are being performed in accordance with Florida Statute 553.79 and the Special Threshold Inspection Plan provided to Universal Engineering Sciences on June 25, 2021 by Lowe Structures Inc.

This report summarizes our services from 9/1/2021 thru 9/30/2021. Our concluding tests and observations within the subject time period indicate compliance with project specifications.

Please feel free to contact us at (386) 756-1105 with any questions.

Respectfully submitted

UNIVERSAL ENGINEERING SCIENCES


Richard G. Kushner, P.E.
Threshold Engineer
FL Special Inspector No. 863
FL PE No.: 38705



UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Engineering •
Construction Materials Testing • Threshold Inspection • Private Provider Inspection • Geophysical Studies

911 Beville Road, Suite 3 • South Daytona, Florida 32119 • (386) 756-1105 • FAX (386) 760-4067

UES Project No. 0415.2100497.0000

UES Report No. 1907953

Date: 10/6/2021

THRESHOLD INSPECTION REPORT

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

Project: **The REC at 4655 Center City Circle**
located in Port Orange, FL

9/28/2021

Representative: W. Ruzycky

U.E.S. representative arrived on site for the purpose of inspecting foundation footings for new addition of a one and two story building. U.E.S. representative performed visual inspection on areas listed above. All inspected areas found in compliance with project plans and specifications.

ARGOS USA LLC
3015 WINDWARD PLAZA, SUITE 300
ALPHARETTA, GA 30005



INVOICE NO.: 92501209

INVOICE DATE: 09/29/2021

CUSTOMER NUMBER: 19383

REMIT TO:

SABOUNGI CONSTR INC
290A NORTH US HWY 1
ORMOND BEACH FL 32174-4504

ARGOS USA LLC
PO BOX 733134
DALLAS, TX 75373-3134

ORDER #	CUSTOMER PO #	PROJECT #	PROJECT DESCRIPTION	SALES REP.
420014		124574	PORT ORANGE RECREATION CENTER	WITT DALE

SHIP TO: PORT ORANGE RECREATION CENTER | 4655 CITY CENTER CIRCLE | PORT ORANGE FL 32129-9632

TICKET DATE	TICKET #	QTY U / M	ITEM #	ITEM DESCRIPTION	UNIT PRICE	EXTENDED	TAX
09/29/2021	42034707	10.00YD3	30CAV728A	3000COMAIRHRWR	114.00	1,140.00	X
09/29/2021	42034707	10.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	15.00	X
09/29/2021	42034707	10.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	32.50	X
09/29/2021	42034709	10.00YD3	30CAV728A	3000COMAIRHRWR	114.00	1,140.00	X
09/29/2021	42034709	10.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	32.50	X
09/29/2021	42034709	10.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	15.00	X
09/29/2021	42034712	10.00YD3	30CAV728A	3000COMAIRHRWR	114.00	1,140.00	X
09/29/2021	42034712	10.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	32.50	X
09/29/2021	42034712	10.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	15.00	X
09/29/2021	42034719	4.50YD3	30CAV728A	3000COMAIRHRWR	114.00	513.00	X
09/29/2021	42034719	4.50YD3	8100383	FUEL SURCHARGE PER CYD	3.25	14.63	X
09/29/2021	42034719	4.50YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	6.75	X

INVOICE TOTAL	34.50 YD3	30CAV728A	3000COMAIRHRWR	3,933.00
	34.50 YD3	8100381	ENVIRONMENTAL FEE PER CYD	51.75
	34.50 YD3	8100383	FUEL SURCHARGE PER CYD	112.13

SUBTOTAL	4,096.88
STATE FL TAXES 6.00 %	245.82
COUNTY FL TAXES 0.50 %	20.48

PAYMENT TERMS
DUE DATE

Net due day 10 next month
10/10/2021

TOTAL

4,363.18 ✓

This invoice is subject to the daily discretionary tax. Discretionary sales surtax applies to the first \$5,000 of the sales amount on the sale.

FOR INVOICE INQUIRIES, PLEASE CALL 1-844-942-7467.
OVERDUE INVOICES SUBJECT TO INTEREST AT 1.5% PER MONTH ON ALL INVOICES NOT PAID BY THE 25TH OF THE MONTH DUE.
IF YOU WISH TO PAY VIA EFT (ELECTRONIC FUNDS TRANSFERS), PLEASE USE THE FOLLOWING INSTRUCTIONS:
WIRE TRANSFERS & ACH: JPMORGAN CHASE ROUTING #: 021 000 021, ACCOUNT #: 780 163 353 ARGOS USA LLC; SWIFT: CHASUS33
PLEASE SEND PAYMENT REMITTANCE INFORMATION TO: CASHAPPLICATION@ARGOS-US.COM.

ORIGINAL

PAGE 1 OF 1



UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Engineering •
Construction Materials Testing • Threshold Inspection • Private Provider Inspection • Geophysical Studies

911 Beville Road, Suite 3 • South Daytona, Florida 32119 • (386) 756-1105 • FAX (386) 760-4067

UES Project No. 0415.2100497.0000

UES Report No. 1916187

Date: 11/6/2021

Mr. Allen Tischler, Chief Building Official
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Reference: **SPECIAL THRESHOLD INSPECTIONS REPORT**
The REC
located at 4655 City Center Circle, Port Orange, FL
Permit No.: 20-00006707
UES Project No. 0415.2100497.0000 UES Report No. 1916187

Dear Mr. Tischler:

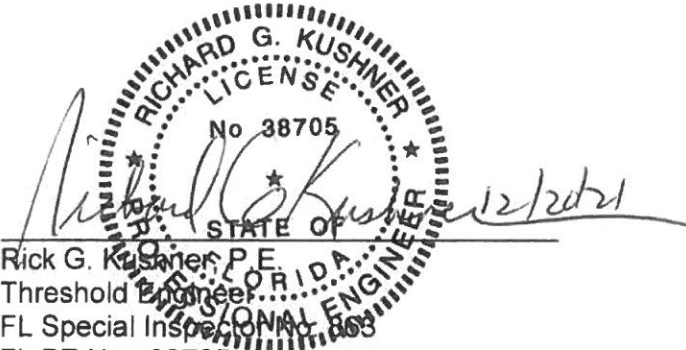
Universal Engineering Sciences, Inc. (UES) is performing Special Threshold Inspections for the The REC project located at 4655 City Center Circle in Port Orange, Florida. Our inspections are being performed in accordance with Florida Statute 553.79 and the Special Threshold Inspection Plan provided to Universal Engineering Sciences on June 25, 2021 by Lowe Structures Inc.

This report summarizes our services from 10/1/2021 thru 10/31/2021. Our concluding tests and observations within the subject time period indicate compliance with project specifications.

Please feel free to contact us at (386) 756-1105 with any questions.

Respectfully submitted

UNIVERSAL ENGINEERING SCIENCES


Rick G. Kushner, P.E.
Threshold Engineer
FL Special Inspector No. 403
FL PE No.: 38705



UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Engineering •
Construction Materials Testing • Threshold Inspection • Private Provider Inspection • Geophysical Studies

911 Beville Road, Suite 3 • South Daytona, Florida 32119 • (386) 756-1105 • FAX (386) 760-4067

UES Project No. 0415.2100497.0000

UES Report No. 1916187

Date: 11/6/2021

THRESHOLD INSPECTION REPORT

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

Project: The REC at 4655 Center City Circle
located in Port Orange, FL

10/5/2021

10/6

Representative: R. Waldrop

U.E.S. representative arrived on site for the purpose of a rebar inspection for interior column pads, radius at NW corner stairwell. U.E.S. representative performed visual inspection on areas listed above. All inspected areas found in compliance with project plans and specifications.

10/12/2021

Representative: W. Ruzycky

U.E.S. representative arrived on site for the purpose of a rebar inspection for footings at northeast and northwest sides of building. U.E.S. representative performed visual inspection on areas listed above. Footings at the above locations are not complete as per detail. Need to reinspect.

10/13/2021

10/14

Representative: W. Ruzycky

U.E.S. representative arrived on site for the purpose of a rebar inspection for footings at northeast and northwest sides of building. U.E.S. representative performed visual inspection on areas listed above. All inspected areas found in compliance with project plans and specifications.

10/15/2021

10/22

Representative: J. Krynicki

U.E.S. representative arrived on site for the purpose of a rebar inspection for CMU; EK-EH (E2.5-8), EA-EH (7-8); footing plus 3 courses. U.E.S. representative performed visual inspection on areas listed above. Clean fill cells of soil/debris and center all bars to ensure center continuity of reinforcing bars. All other inspected areas found in compliance with project plans and specifications.



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911 Beville Road, Suite 3 • South Daytona, Florida 32119 • (386) 756-1105 • FAX (386) 760-4067

UES Project No. 0415.2100497.0000

UES Report No. 1916187

Date: 11/6/2021

10/18/2021

Representative: R. Waldrop

U.E.S. representative arrived on site for the purpose of inspecting underpinning at NW corner of Segment # 2. U.E.S. representative performed visual inspection on areas listed above. Okay to cast, dry pack Segment #1. All inspected areas found in compliance with project plans and specifications.

10/21/2021

10/28

Representative: R. Waldrop

U.E.S. representative arrived on site for the purpose of a rebar inspection for footings E1 to 2 on EK, EC to EK on 2, elevator pit, EA to A on E1, E1 to West of 2 radius walls. U.E.S. representative performed visual inspection on areas listed above. Noted: contractor to install sump pit reinforcement prior to placement of concrete. All inspected areas found in compliance with project plans and specifications.

10/28/2021

Representative: R. Waldrop

U.E.S. representative arrived on site for the purpose of a rebar inspection for elevator walls, west side. U.E.S. representative performed visual inspection on areas listed above. Water stop in place. All inspected areas found in compliance with project plans and specifications.

ARGOS USA LLC
3015 WINDWARD PLAZA, SUITE 300
ALPHARETTA, GA 30005



INVOICE NO.: 92508532

INVOICE DATE: 10/06/2021

CUSTOMER NUMBER: 19383

REMIT TO:

SABOUNGI CONSTR INC
290A NORTH US HWY 1
ORMOND BEACH FL 32174-4504

ARGOS USA LLC
PO BOX 733134
DALLAS, TX 75373-3134

ORDER #	CUSTOMER PO #	PROJECT #	PROJECT DESCRIPTION	SALES REP.
420014		124574	PORT ORANGE RECREATION CENTER	WITT DALE

SHIP TO: PORT ORANGE RECREATION CENTER | 4655 CITY CENTER CIRCLE | PORT ORANGE FL 32129-9632

TICKET DATE	TICKET #	QTY U / M	ITEM #	ITEM DESCRIPTION	UNIT PRICE	EXTENDED	TAX
10/06/2021	42034927	10.00YD3	30CAV728A	3000COMAIRHRWR	114.00	1,140.00	X
10/06/2021	42034927	10.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	15.00	X
10/06/2021	42034927	10.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	32.50	X
10/06/2021	42034930	10.00YD3	30CAV728A	3000COMAIRHRWR	114.00	1,140.00	X
10/06/2021	42034930	10.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	32.50	X
10/06/2021	42034930	10.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	15.00	X

INVOICE TOTAL	20.00 YD3	30CAV728A	3000COMAIRHRWR	2,280.00
	20.00 YD3	8100381	ENVIRONMENTAL FEE PER CYD	30.00
	20.00 YD3	8100383	FUEL SURCHARGE PER CYD	65.00

SUBTOTAL	2,375.00
STATE FL TAXES 6.00 %	142.50
COUNTY FL TAXES 0.50 %	11.88

PAYMENT TERMS
DUE DATE

Net due day 10 next month
11/10/2021

TOTAL 2,529.38 ✓

This invoice is subject to the daily discretionary tax. Discretionary sales surtax applies to the first \$5,000 of the sales amount on the sale.

FOR INVOICE INQUIRIES, PLEASE CALL 1-844-942-7467.
OVERDUE INVOICES SUBJECT TO INTEREST AT 1.5% PER MONTH ON ALL INVOICES NOT PAID BY THE 25TH OF THE MONTH DUE.
IF YOU WISH TO PAY VIA EFT (ELECTRONIC FUNDS TRANSFERS), PLEASE USE THE FOLLOWING INSTRUCTIONS:
WIRE TRANSFERS & ACH: JPMORGAN CHASE ROUTING #: 021 000 021, ACCOUNT #: 780 163 353 ARGOS USA LLC; SWIFT: CHASUS33
PLEASE SEND PAYMENT REMITTANCE INFORMATION TO: CASHAPPLICATION@ARGOS-US.COM.

ORIGINAL

PAGE 1 OF 1



ARGOS USA LLC
3015 WINDWARD PLAZA, SUITE 300
ALPHARETTA, GA 30005



INVOICE NO.: 92517836

INVOICE DATE: 10/14/2021

CUSTOMER NUMBER: 19383

REMIT TO:

ARGOS USA LLC
PO BOX 733134
DALLAS, TX 75373-3134

3327 1 AB 0.461 E0042X I0083 D8226924802 S2 P8594076 0001:0001



SABOUNGI CONSTR INC
290A N US HIGHWAY 1
ORMOND BEACH FL 32174-4504

ORDER #	CUSTOMER PO #	PROJECT #	PROJECT DESCRIPTION	SALES REP.
420019		124574	PORT ORANGE RECREATION CENTER	WITT DALE

SHIP TO: PORT ORANGE RECREATION CENTER | 4655 CITY CENTER CIRCLE | PORT ORANGE FL 32129-9632

TICKET DATE	TICKET #	QTY U / M	ITEM #	ITEM DESCRIPTION	UNIT PRICE	EXTENDED	TAX
10/14/2021	42035100	3.00YD3	30SAF343	3000SPECARASH78P2LIME	113.00	339.00	X
10/14/2021	42035100	3.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	4.50	X
10/14/2021	42035100	3.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	9.75	X
10/14/2021	42035100	1EA	8100384	MINIMUM LOAD CHARGE	125.00	125.00	X

INVOICE TOTAL	3.00 YD3	30SAF343	3000SPECARASH78P2LIME	339.00
	3.00 YD3	8100381	ENVIRONMENTAL FEE PER CYD	4.50
	3.00 YD3	8100383	FUEL SURCHARGE PER CYD	9.75
	1 EA	8100384	MINIMUM LOAD CHARGE	125.00

SUBTOTAL	478.25
STATE FL TAXES 6.00 %	28.69
COUNTY FL TAXES 0.50 %	2.39

PAYMENT TERMS
DUE DATE

Net due day 10 next month
11/10/2021

TOTAL

509.33

This invoice is subject to the daily discretionary tax. Discretionary sales surtax applies to the first \$5,000 of the sales amount on the sale.

FOR INVOICE INQUIRIES, PLEASE CALL 1-844-942-7467.
OVERDUE INVOICES SUBJECT TO INTEREST AT 1.5% PER MONTH ON ALL INVOICES NOT PAID BY THE 25TH OF THE MONTH DUE.
IF YOU WISH TO PAY VIA EFT (ELECTRONIC FUNDS TRANSFERS), PLEASE USE THE FOLLOWING INSTRUCTIONS:
WIRE TRANSFERS & ACH: JPMORGAN CHASE ROUTING #: 021 000 021, ACCOUNT #: 780 163 353 ARGOS USA LLC; SWIFT: CHASUS33
PLEASE SEND PAYMENT REMITTANCE INFORMATION TO: CASHAPPLICATION@ARGOS-US.COM.

ORIGINAL
0001:0001

ARGOS USA LLC
3015 WINDWARD PLAZA, SUITE 300
ALPHARETTA, GA 30005



INVOICE NO.: 92527815

INVOICE DATE: 10/22/2021

CUSTOMER NUMBER: 19383

REMIT TO:

SABOUNGI CONSTR INC
290A NORTH US HWY 1
ORMOND BEACH FL 32174-4504

ARGOS USA LLC
PO BOX 733134
DALLAS, TX 75373-3134

ORDER #	CUSTOMER PO #	PROJECT #	PROJECT DESCRIPTION	SALES REP.
420006		124574	PORT ORANGE RECREATION CENTER	WITT DALE

SHIP TO: PORT ORANGE RECREATION CENTER | 4655 CITY CENTER CIRCLE | PORT ORANGE FL 32129-9632

TICKET DATE	TICKET #	QTY U / M	ITEM #	ITEM DESCRIPTION	UNIT PRICE	EXTENDED	TAX
10/22/2021	42035289	10.00YD3	30CAV728	3000COMAIRASHSLAGBS	111.00	1,110.00	X
10/22/2021	42035289	10.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	15.00	X
10/22/2021	42035289	10.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	32.50	X
10/22/2021	42035290	10.00YD3	30CAV728	3000COMAIRASHSLAGBS	111.00	1,110.00	X
10/22/2021	42035290	10.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	32.50	X
10/22/2021	42035290	10.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	15.00	X
10/22/2021	42035292	10.00YD3	30CAV728	3000COMAIRASHSLAGBS	111.00	1,110.00	X
10/22/2021	42035292	10.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	32.50	X
10/22/2021	42035292	10.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	15.00	X
10/22/2021	42035293	10.00YD3	30CAV728	3000COMAIRASHSLAGBS	111.00	1,110.00	X
10/22/2021	42035293	10.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	32.50	X
10/22/2021	42035293	10.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	15.00	X
10/22/2021	42035301	5.00YD3	30CAV728	3000COMAIRASHSLAGBS	111.00	555.00	X
10/22/2021	42035301	5.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	16.25	X
10/22/2021	42035301	5.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	7.50	X

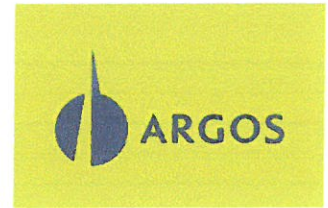
INVOICE TOTAL	45.00 YD3	30CAV728	3000COMAIRASHSLAGBS	4,995.00
	45.00 YD3	8100381	ENVIRONMENTAL FEE PER CYD	67.50
	45.00 YD3	8100383	FUEL SURCHARGE PER CYD	146.25

FOR INVOICE INQUIRIES, PLEASE CALL 1-844-942-7467.
OVERDUE INVOICES SUBJECT TO INTEREST AT 1.5% PER MONTH ON ALL INVOICES NOT PAID BY THE 25TH OF THE MONTH DUE.
IF YOU WISH TO PAY VIA EFT (ELECTRONIC FUNDS TRANSFERS), PLEASE USE THE FOLLOWING INSTRUCTIONS:
WIRE TRANSFERS & ACH: JPMORGAN CHASE ROUTING #: 021 000 021, ACCOUNT #: 780 163 353 ARGOS USA LLC; SWIFT: CHASUS33
PLEASE SEND PAYMENT REMITTANCE INFORMATION TO: CASHAPPLICATION@ARGOS-US.COM.

ORIGINAL

PAGE 1 OF 2

INVOICE NO.: 92527815
INVOICE DATE: 10/22/2021
CUSTOMER NUMBER: 19383



SUBTOTAL	5,208.75
STATE FL TAXES 6.00 %	312.53
COUNTY FL TAXES 0.50 %	25.01

PAYMENT TERMS
DUE DATE

Net due day 10 next month
11/10/2021

TOTAL

5,546.29 ✓

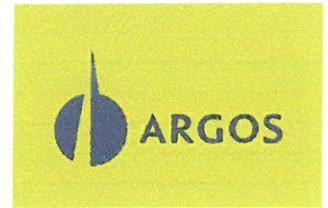
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WIRE TRANSFERS & ACH: JPMORGAN CHASE ROUTING #: 021 000 021, ACCOUNT #: 780 163 353 ARGOS USA LLC; **SWIFT:** CHASUS33
PLEASE SEND PAYMENT REMITTANCE INFORMATION TO: CASHAPPLICATION@ARGOS-US.COM.

ORIGINAL

PAGE 2 OF 2

ARGOS USA LLC
3015 WINDWARD PLAZA, SUITE 300
ALPHARETTA, GA 30005



INVOICE NO.: 92532733

INVOICE DATE: 10/28/2021

CUSTOMER NUMBER: 19383

REMIT TO:

SABOUNGI CONSTR INC
290A NORTH US HWY 1
ORMOND BEACH FL 32174-4504

ARGOS USA LLC
PO BOX 733134
DALLAS, TX 75373-3134

ORDER #	CUSTOMER PO #	PROJECT #	PROJECT DESCRIPTION	SALES REP.
420013		124574	PORT ORANGE RECREATION CENTER	WITT DALE

SHIP TO: PORT ORANGE RECREATION CENTER | 4655 CITY CENTER CIRCLE | PORT ORANGE FL 32129-9632

TICKET DATE	TICKET #	QTY U / M	ITEM #	ITEM DESCRIPTION	UNIT PRICE	EXTENDED	TAX
10/28/2021	42035411	5.00YD3	30SAF343	3000SPECARASH78P2LIME	113.00	565.00	X
10/28/2021	42035411	5.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	7.50	X
10/28/2021	42035411	5.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	16.25	X
10/28/2021	42035411	1EA	8100384	MINIMUM LOAD CHARGE	125.00	125.00	X

INVOICE TOTAL	5.00 YD3	30SAF343	3000SPECARASH78P2LIME	565.00
	5.00 YD3	8100381	ENVIRONMENTAL FEE PER CYD	7.50
	5.00 YD3	8100383	FUEL SURCHARGE PER CYD	16.25
	1 EA	8100384	MINIMUM LOAD CHARGE	125.00

SUBTOTAL	713.75
STATE FL TAXES 6.00 %	42.83
COUNTY FL TAXES 0.50 %	3.57

PAYMENT TERMS
DUE DATE

Net due day 10 next month
11/10/2021

TOTAL 760.15

This invoice is subject to the daily discretionary tax. Discretionary sales surtax applies to the first \$5,000 of the sales amount on the sale.

FOR INVOICE INQUIRIES, PLEASE CALL 1-844-942-7467.
OVERDUE INVOICES SUBJECT TO INTEREST AT 1.5% PER MONTH ON ALL INVOICES NOT PAID BY THE 25TH OF THE MONTH DUE.
IF YOU WISH TO PAY VIA EFT (ELECTRONIC FUNDS TRANSFERS), PLEASE USE THE FOLLOWING INSTRUCTIONS:
WIRE TRANSFERS & ACH: JPMORGAN CHASE ROUTING #: 021 000 021, ACCOUNT #: 780 163 353 ARGOS USA LLC; SWIFT: CHASUS33
PLEASE SEND PAYMENT REMITTANCE INFORMATION TO: CASHAPPLICATION@ARGOS-US.COM.

ORIGINAL

PAGE 1 OF 1



UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Engineering •
Construction Materials Testing • Threshold Inspection • Private Provider Inspection • Geophysical Studies

911 Beville Road, Suite 3 • South Daytona, Florida 32119 • (386) 756-1105 • FAX (386) 760-4067

UES Project No. 0415.2100497.0000

UES Report No. 1919791

Date: 12/13/2021

Mr. Allen Tischler, Chief Building Official
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Reference: **SPECIAL THRESHOLD INSPECTIONS REPORT**
The REC
located at 4655 City Center Circle, Port Orange, FL
Permit No.: 20-00006707
UES Project No. 0415.2100497.0000 UES Report No. 1919791

Dear Mr. Tischler:

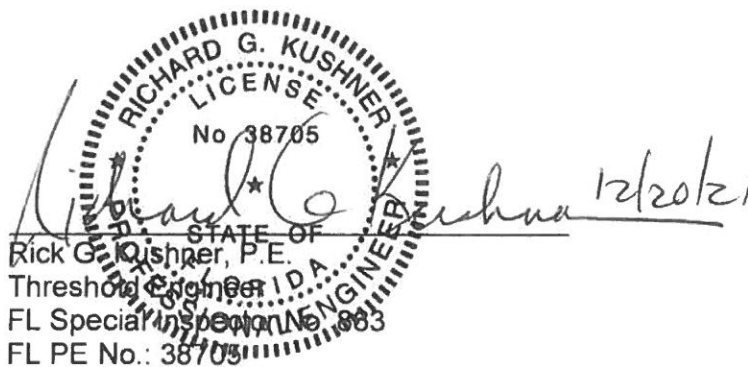
Universal Engineering Sciences, Inc. (UES) is performing Special Threshold Inspections for the The REC project located at 4655 City Center Circle in Port Orange, Florida. Our inspections are being performed in accordance with Florida Statute 553.79 and the Special Threshold Inspection Plan provided to Universal Engineering Sciences on June 25, 2021 by Lowe Structures Inc.

This report summarizes our services from 11/1/2021 thru 11/30/2021. Our concluding tests and observations within the subject time period indicate compliance with project specifications.

Please feel free to contact us at (386) 756-1105 with any questions.

Respectfully submitted

UNIVERSAL ENGINEERING SCIENCES


Rick G. Kushner, P.E.
Threshold Engineer
FL Special Inspection No. 883
FL PE No.: 38705



UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Engineering •
Construction Materials Testing • Threshold Inspection • Private Provider Inspection • Geophysical Studies

911 Beville Road, Suite 3 • South Daytona, Florida 32119 • (386) 756-1105 • FAX (386) 760-4067

UES Project No. 0415.2100497.0000

UES Report No. 1919791

Date: 12/13/2021

THRESHOLD INSPECTION REPORT

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

Project: The REC at 4655 Center City Circle
located in Port Orange, FL

11/3/2021

11/8

Representative: W. Ruzycky

U.E.S. representative arrived on site for the purpose of a rebar inspection for west side slab. U.E.S. representative performed visual inspection on areas listed above. All inspected areas found in compliance with project plans and specifications.

11/5/2021

Representative: W. Ruzycky

U.E.S. representative arrived on site for the purpose of a rebar inspection for Elevator Pit. U.E.S. representative performed visual inspection on areas listed above. All inspected areas found in compliance with project plans and specifications.

11/19/2021

11/22

OK

Representative: W. Ruzycky

U.E.S. representative arrived on site for the purpose of a rebar inspection for Elevator Pit. Trip charge only, onsite superintendent said already signed and poured.

11/19/2021

11/22

OK

Representative: W. Ruzycky

U.E.S. representative arrived on site for the purpose of a rebar inspection for west side columns. U.E.S. representative performed visual inspection on areas listed above. All inspected areas found in compliance with project plans and specifications.

11/19/2021

11/22

OK

Representative: W. Ruzycky

U.E.S. representative arrived on site for the purpose of a rebar inspection for east side footings. U.E.S. representative performed visual inspection on areas listed above. All inspected areas found in compliance with project plans and specifications.



UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Engineering •
Construction Materials Testing • Threshold Inspection • Private Provider Inspection • Geophysical Studies

911 Beville Road, Suite 3 • South Daytona, Florida 32119 • (386) 756-1105 • FAX (386) 760-4067

UES Project No. 0415.2100497.0000

UES Report No. 1919791

Date: 12/13/2021

11/23/2021

Representative: W. Ruzycky

U.E.S. representative arrived on site for the purpose of a rebar inspection for cell fill and concrete beam. U.E.S. representative performed visual inspection on areas listed above. Cell fill inspection passed, beam not ready, needs to be re-inspected.

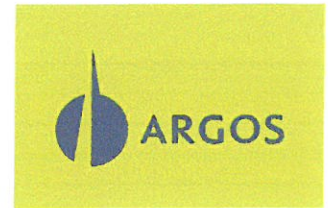
11/24/2021

11/29

Representative: W. Ruzycky

U.E.S. representative arrived on site for the purpose of a rebar inspection for concrete beam. U.E.S. representative performed visual inspection on areas listed above. All inspected areas found in compliance with project plans and specifications.

ARGOS USA LLC
3015 WINDWARD PLAZA, SUITE 300
ALPHARETTA, GA 30005



INVOICE NO.: 92545217

INVOICE DATE: 11/08/2021

CUSTOMER NUMBER: 19383

REMIT TO:

SABOUNGI CONSTR INC
290A NORTH US HWY 1
ORMOND BEACH FL 32174-4504

ARGOS USA LLC
PO BOX 733134
DALLAS, TX 75373-3134

ORDER #	CUSTOMER PO #	PROJECT #	PROJECT DESCRIPTION	SALES REP.
420001		124574	PORT ORANGE RECREATION CENTER	WITT DALE

SHIP TO: PORT ORANGE RECREATION CENTER | 4655 CITY CENTER CIRCLE | PORT ORANGE FL 32129-9632

TICKET DATE	TICKET #	QTY U / M	ITEM #	ITEM DESCRIPTION	UNIT PRICE	EXTENDED	TAX
11/08/2021	42035612	10.00YD3	40CAV638A	4000COMAIRBSHRWR	117.00	1,170.00	X
11/08/2021	42035612	10.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	32.50	X
11/08/2021	42035612	10.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	15.00	X
11/08/2021	42035613	10.00YD3	40CAV638A	4000COMAIRBSHRWR	117.00	1,170.00	X
11/08/2021	42035613	10.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	32.50	X
11/08/2021	42035613	10.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	15.00	X
11/08/2021	42035614	10.00YD3	40CAV638A	4000COMAIRBSHRWR	117.00	1,170.00	X
11/08/2021	42035614	10.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	15.00	X
11/08/2021	42035614	10.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	32.50	X
11/08/2021	42035615	10.00YD3	40CAV638A	4000COMAIRBSHRWR	117.00	1,170.00	X
11/08/2021	42035615	10.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	15.00	X
11/08/2021	42035615	10.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	32.50	X
11/08/2021	42035616	10.00YD3	40CAV638A	4000COMAIRBSHRWR	117.00	1,170.00	X
11/08/2021	42035616	10.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	15.00	X
11/08/2021	42035616	10.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	32.50	X
11/08/2021	42035617	10.00YD3	40CAV638A	4000COMAIRBSHRWR	117.00	1,170.00	X
11/08/2021	42035617	10.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	32.50	X
11/08/2021	42035617	10.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	15.00	X
11/08/2021	42035618	10.00YD3	40CAV638A	4000COMAIRBSHRWR	117.00	1,170.00	X
11/08/2021	42035618	10.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	32.50	X
11/08/2021	42035618	10.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	15.00	X
11/08/2021	42035619	10.00YD3	40CAV638A	4000COMAIRBSHRWR	117.00	1,170.00	X
11/08/2021	42035619	10.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	32.50	X
11/08/2021	42035619	10.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	15.00	X
11/08/2021	42035620	10.00YD3	40CAV638A	4000COMAIRBSHRWR	117.00	1,170.00	X

FOR INVOICE INQUIRIES, PLEASE CALL 1-844-942-7467.

OVERDUE INVOICES SUBJECT TO INTEREST AT 1.5% PER MONTH ON ALL INVOICES NOT PAID BY THE 25TH OF THE MONTH DUE.

IF YOU WISH TO PAY VIA EFT (ELECTRONIC FUNDS TRANSFERS), PLEASE USE THE FOLLOWING INSTRUCTIONS:

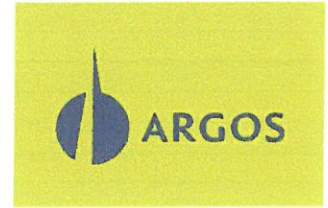
WIRE TRANSFERS & ACH: JPMORGAN CHASE ROUTING #: 021 000 021, ACCOUNT #: 780 163 353 ARGOS USA LLC; SWIFT: CHASUS33

PLEASE SEND PAYMENT REMITTANCE INFORMATION TO: CASHAPPLICATION@ARGOS-US.COM.

ORIGINAL

PAGE 1 OF 2

INVOICE NO.: 92545217
 INVOICE DATE: 11/08/2021
 CUSTOMER NUMBER: 19383



TICKET DATE	TICKET #	QTY U / M	ITEM #	ITEM DESCRIPTION	UNIT PRICE	EXTENDED	TAX
11/08/2021	42035620	10.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	15.00	X
11/08/2021	42035620	10.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	32.50	X
11/08/2021	42035622	10.00YD3	40CAV638A	4000COMAIRBSHRWR	117.00	1,170.00	X
11/08/2021	42035622	10.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	15.00	X
11/08/2021	42035622	10.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	32.50	X
11/08/2021	42035635	3.50YD3	40CAV638A	4000COMAIRBSHRWR	117.00	409.50	X
11/08/2021	42035635	3.50YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	5.25	X
11/08/2021	42035635	3.50YD3	8100383	FUEL SURCHARGE PER CYD	3.25	11.38	X

INVOICE TOTAL	103.50 YD3	40CAV638A	4000COMAIRBSHRWR	12,109.50
	103.50 YD3	8100381	ENVIRONMENTAL FEE PER CYD	155.25
	103.50 YD3	8100383	FUEL SURCHARGE PER CYD	336.38

SUBTOTAL 12,601.13
 STATE FL TAXES 6.00 % 756.07
 COUNTY FL TAXES 0.50 % 25.00

PAYMENT TERMS
 DUE DATE

Net due day 10 next month
12/10/2021

TOTAL 13,382.20

This invoice is subject to the daily discretionary tax. Discretionary sales surtax applies to the first \$5,000 of the sales amount on the sale.

FOR INVOICE INQUIRIES, PLEASE CALL 1-844-942-7467.
 OVERDUE INVOICES SUBJECT TO INTEREST AT 1.5% PER MONTH ON ALL INVOICES NOT PAID BY THE 25TH OF THE MONTH DUE.
 IF YOU WISH TO PAY VIA EFT (ELECTRONIC FUNDS TRANSFERS), PLEASE USE THE FOLLOWING INSTRUCTIONS:
WIRE TRANSFERS & ACH: JPMORGAN CHASE ROUTING #: 021 000 021, ACCOUNT #: 780 163 353 ARGOS USA LLC; **SWIFT:** CHASUS33
 PLEASE SEND PAYMENT REMITTANCE INFORMATION TO: **CASHAPPLICATION@ARGOS-US.COM**.

ORIGINAL

PAGE 2 OF 2

ARGOS USA LLC
3015 WINDWARD PLAZA, SUITE 300
ALPHARETTA, GA 30005



INVOICE NO.: 92562168

INVOICE DATE: 11/22/2021

CUSTOMER NUMBER: 19383

REMIT TO:

SABOUNGI CONSTR INC
290A NORTH US HWY 1
ORMOND BEACH FL 32174-4504

ARGOS USA LLC
PO BOX 733134
DALLAS, TX 75373-3134

ORDER #	CUSTOMER PO #	PROJECT #	PROJECT DESCRIPTION	SALES REP.
420014		124574	PORT ORANGE RECREATION CENTER	WITT DALE

SHIP TO: PORT ORANGE RECREATION CENTER | 4655 CITY CENTER CIRCLE | PORT ORANGE FL 32129-9632

TICKET DATE	TICKET #	QTY U / M	ITEM #	ITEM DESCRIPTION	UNIT PRICE	EXTENDED	TAX
11/22/2021	42035990	2.50YD3	40SAF990	4000SPECARASH89LIMEP2	120.00	300.00	X
11/22/2021	42035990	2.50YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	3.75	X
11/22/2021	42035990	2.50YD3	8100383	FUEL SURCHARGE PER CYD	3.25	8.13	X
11/22/2021	42035991	3.50YD3	40SAF990	4000SPECARASH89LIMEP2	120.00	420.00	X
11/22/2021	42035991	3.50YD3	8100383	FUEL SURCHARGE PER CYD	3.25	11.38	X
11/22/2021	42035991	3.50YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	5.25	X

INVOICE TOTAL	6.00 YD3	40SAF990	4000SPECARASH89LIMEP2	720.00
	6.00 YD3	8100381	ENVIRONMENTAL FEE PER CYD	9.00
	6.00 YD3	8100383	FUEL SURCHARGE PER CYD	19.51

SUBTOTAL	748.51
STATE FL TAXES 6.00 %	44.90
COUNTY FL TAXES 0.50 %	3.75

PAYMENT TERMS
DUE DATE

Net due day 10 next month
12/10/2021

TOTAL

797.16

This invoice is subject to the daily discretionary tax. Discretionary sales surtax applies to the first \$5,000 of the sales amount on the sale.

FOR INVOICE INQUIRIES, PLEASE CALL 1-844-942-7467.
OVERDUE INVOICES SUBJECT TO INTEREST AT 1.5% PER MONTH ON ALL INVOICES NOT PAID BY THE 25TH OF THE MONTH DUE.
IF YOU WISH TO PAY VIA EFT (ELECTRONIC FUNDS TRANSFERS), PLEASE USE THE FOLLOWING INSTRUCTIONS:
WIRE TRANSFERS & ACH: JPMORGAN CHASE ROUTING #: 021 000 021, ACCOUNT #: 780 163 353 ARGOS USA LLC; SWIFT: CHASUS33
PLEASE SEND PAYMENT REMITTANCE INFORMATION TO: CASHAPPLICATION@ARGOS-US.COM.

ORIGINAL

PAGE 1 OF 1

ARGOS USA LLC
3015 WINDWARD PLAZA, SUITE 300
ALPHARETTA, GA 30005



INVOICE NO.: 92562300

INVOICE DATE: 11/22/2021

CUSTOMER NUMBER: 19383

REMIT TO:

SABOUNGI CONSTR INC
290A NORTH US HWY 1
ORMOND BEACH FL 32174-4504

ARGOS USA LLC
PO BOX 733134
DALLAS, TX 75373-3134

ORDER #	CUSTOMER PO #	PROJECT #	PROJECT DESCRIPTION	SALES REP.
420013		124574	PORT ORANGE RECREATION CENTER	WITT DALE

SHIP TO: PORT ORANGE RECREATION CENTER | 4655 CITY CENTER CIRCLE | PORT ORANGE FL 32129-9632

TICKET DATE	TICKET #	QTY U / M	ITEM #	ITEM DESCRIPTION	UNIT PRICE	EXTENDED	TAX
11/22/2021	42035982	10.00YD3	30CAV728	3000COMAIRASHSLAGBS	111.00	1,110.00	X
11/22/2021	42035982	10.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	15.00	X
11/22/2021	42035982	10.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	32.50	X
11/22/2021	42035983	10.00YD3	30CAV728	3000COMAIRASHSLAGBS	111.00	1,110.00	X
11/22/2021	42035983	10.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	32.50	X
11/22/2021	42035983	10.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	15.00	X
11/22/2021	42035987	10.00YD3	30CAV728	3000COMAIRASHSLAGBS	111.00	1,110.00	X
11/22/2021	42035987	10.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	32.50	X
11/22/2021	42035987	10.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	15.00	X

INVOICE TOTAL	30.00 YD3	30CAV728	3000COMAIRASHSLAGBS	3,330.00
	30.00 YD3	8100381	ENVIRONMENTAL FEE PER CYD	45.00
	30.00 YD3	8100383	FUEL SURCHARGE PER CYD	97.50

SUBTOTAL	3,472.50
STATE FL TAXES 6.00 %	208.35
COUNTY FL TAXES 0.50 %	17.37

PAYMENT TERMS
DUE DATE

Net due day 10 next month
12/10/2021

TOTAL 3,698.22

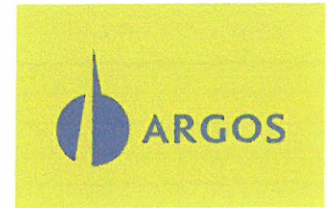
This invoice is subject to the daily discretionary tax. Discretionary sales surtax applies to the first \$5,000 of the sales amount on the sale.

FOR INVOICE INQUIRIES, PLEASE CALL 1-844-942-7467.
OVERDUE INVOICES SUBJECT TO INTEREST AT 1.5% PER MONTH ON ALL INVOICES NOT PAID BY THE 25TH OF THE MONTH DUE.
IF YOU WISH TO PAY VIA EFT (ELECTRONIC FUNDS TRANSFERS), PLEASE USE THE FOLLOWING INSTRUCTIONS:
WIRE TRANSFERS & ACH: JPMORGAN CHASE ROUTING #: 021 000 021, ACCOUNT #: 780 163 353 ARGOS USA LLC; SWIFT: CHASUS33
PLEASE SEND PAYMENT REMITTANCE INFORMATION TO: CASHAPPLICATION@ARGOS-US.COM.

ORIGINAL

PAGE 1 OF 1

ARGOS USA LLC
3015 WINDWARD PLAZA, SUITE 300
ALPHARETTA, GA 30005



INVOICE NO.: 92565633

INVOICE DATE: 11/29/2021

CUSTOMER NUMBER: 19383

REMIT TO:

SABOUNGI CONSTR INC
290A NORTH US HWY 1
ORMOND BEACH FL 32174-4504

ARGOS USA LLC
PO BOX 733134
DALLAS, TX 75373-3134

ORDER #	CUSTOMER PO #	PROJECT #	PROJECT DESCRIPTION	SALES REP.
420003		124574	PORT ORANGE RECREATION CENTER	WITT DALE

SHIP TO: PORT ORANGE RECREATION CENTER | 4655 CITY CENTER CIRCLE | PORT ORANGE FL 32129-9632

TICKET DATE	TICKET #	QTY U / M	ITEM #	ITEM DESCRIPTION	UNIT PRICE	EXTENDED	TAX
11/29/2021	42036069	2.50YD3	40SAF990	4000SPECARASH89LIMEP2	120.00	300.00	X
11/29/2021	42036069	2.50YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	3.75	X
11/29/2021	42036069	2.50YD3	8100383	FUEL SURCHARGE PER CYD	3.25	8.13	X
11/29/2021	42036069	1EA	8100384	MINIMUM LOAD CHARGE	125.00	125.00	X

INVOICE TOTAL	2.50 YD3	40SAF990	4000SPECARASH89LIMEP2	300.00
	2.50 YD3	8100381	ENVIRONMENTAL FEE PER CYD	3.75
	2.50 YD3	8100383	FUEL SURCHARGE PER CYD	8.13
	1 EA	8100384	MINIMUM LOAD CHARGE	125.00

SUBTOTAL	436.88
STATE FL TAXES 6.00 %	26.21
COUNTY FL TAXES 0.50 %	2.19

PAYMENT TERMS
DUE DATE

Net due day 10 next month
12/10/2021

TOTAL

465.28

This invoice is subject to the daily discretionary tax. Discretionary sales surtax applies to the first \$5,000 of the sales amount on the sale.

FOR INVOICE INQUIRIES, PLEASE CALL 1-844-942-7467.
OVERDUE INVOICES SUBJECT TO INTEREST AT 1.5% PER MONTH ON ALL INVOICES NOT PAID BY THE 25TH OF THE MONTH DUE.
IF YOU WISH TO PAY VIA EFT (ELECTRONIC FUNDS TRANSFERS), PLEASE USE THE FOLLOWING INSTRUCTIONS:
WIRE TRANSFERS & ACH: JPMORGAN CHASE ROUTING #: 021 000 021, ACCOUNT #: 780 163 353 ARGOS USA LLC; SWIFT: CHASUS33
PLEASE SEND PAYMENT REMITTANCE INFORMATION TO: CASHAPPLICATION@ARGOS-US.COM.

ORIGINAL

PAGE 1 OF 1



UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Engineering •
Construction Materials Testing • Threshold Inspection • Private Provider Inspection • Geophysical Studies

911 Beville Road, Suite 3 • South Daytona, Florida 32119 • (386) 756-1105 • FAX (386) 760-4067

UES Project No. 0415.2100497.0000

UES Report No. 1932083

Date: 1/20/2022

Mr. Allen Tischler, Chief Building Official
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Reference: **SPECIAL THRESHOLD INSPECTIONS REPORT**
The REC
located at 4655 City Center Circle, Port Orange, FL
Permit No.: 20-00006707
UES Project No. 0415.2100497.0000 UES Report No. 1932083

Dear Mr. Tischler:

Universal Engineering Sciences, Inc. (UES) is performing Special Threshold Inspections for the The REC project located at 4655 City Center Circle in Port Orange, Florida. Our inspections are being performed in accordance with Florida Statute 553.79 and the Special Threshold Inspection Plan provided to Universal Engineering Sciences on June 25, 2021 by Lowe Structures Inc.

This report summarizes our services from 12/1/2021 thru 12/31/2021. Our concluding tests and observations within the subject time period indicate compliance with project specifications.

Please feel free to contact us at (386) 756-1105 with any questions.

Respectfully submitted

UNIVERSAL ENGINEERING SCIENCES


Rick G. Kushner, P.E.
Threshold Engineering
FL Special Inspector No. 863
FL PE No.: 38705



UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Engineering •
Construction Materials Testing • Threshold Inspection • Private Provider Inspection • Geophysical Studies

911 Beville Road, Suite 3 • South Daytona, Florida 32119 • (386) 756-1105 • FAX (386) 760-4067

UES Project No. 0415.2100497.0000

UES Report No. 1932083

Date: 1/20/2022

THRESHOLD INSPECTION REPORT

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

Project: The REC at 4655 Center City Circle
located in Port Orange, FL

12/1/2021

By Mason

Representative: W. Ruzycky

U.E.S. representative arrived on site for the purpose of a stemwall inspection for east side. U.E.S. representative performed visual inspection on areas listed above. All 8" stemwalls on east side passed, no 12" stemwalls were completed on east and north side. All inspected areas found in compliance with project plans and specifications.

12/3/2021

By Mason

Representative: W. Ruzycky

U.E.S. representative arrived on site for the purpose of a stemwall inspection for east and north side. U.E.S. representative performed visual inspection on areas listed above. All 12" CMU stem walls on east north side and remaining 8" cmu stemwalls on north side passed. All inspected areas found in compliance with project plans and specifications.

12/14/2021

By Mason

Representative: J. Wilson

U.E.S. representative arrived on site for the purpose of a rebar inspection for structural steel west side of building extension. U.E.S. representative performed visual inspection on areas listed above. All inspected areas found in compliance with project plans and specifications.

12/16/2021

12/23

Representative: W. Ruzycky

U.E.S. representative arrived on site for the purpose of a rebar inspection for concrete slab. U.E.S. representative performed visual inspection on areas listed above. All inspected areas found in compliance with project plans and specifications.

ARGOS USA LLC
3015 WINDWARD PLAZA, SUITE 300
ALPHARETTA, GA 30005



INVOICE NO.: 92595050

INVOICE DATE: 12/23/2021

CUSTOMER NUMBER: 19383

REMIT TO:

SABOUNGI CONSTR INC
290A NORTH US HWY 1
ORMOND BEACH FL 32174-4504

ARGOS USA LLC
PO BOX 733134
DALLAS, TX 75373-3134

ORDER #	CUSTOMER PO #	PROJECT #	PROJECT DESCRIPTION	SALES REP.
420002		124574	PORT ORANGE RECREATION CENTER	WITT DALE

SHIP TO: PORT ORANGE RECREATION CENTER | 4655 CITY CENTER CIRCLE | PORT ORANGE FL 32129-9632

TICKET DATE	TICKET #	QTY U / M	ITEM #	ITEM DESCRIPTION	UNIT PRICE	EXTENDED	TAX
12/23/2021	42036622	10.00YD3	40CAV638A	4000COMAIRBSHRWR	117.00	1,170.00	X
12/23/2021	42036622	10.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	32.50	X
12/23/2021	42036622	10.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	15.00	X
12/23/2021	42036625	10.00YD3	40CAV638A	4000COMAIRBSHRWR	117.00	1,170.00	X
12/23/2021	42036625	10.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	32.50	X
12/23/2021	42036625	10.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	15.00	X
12/23/2021	42036627	10.00YD3	40CAV638A	4000COMAIRBSHRWR	117.00	1,170.00	X
12/23/2021	42036627	10.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	15.00	X
12/23/2021	42036627	10.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	32.50	X
12/23/2021	42036628	10.00YD3	40CAV638A	4000COMAIRBSHRWR	117.00	1,170.00	X
12/23/2021	42036628	10.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	15.00	X
12/23/2021	42036628	10.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	32.50	X
12/23/2021	42036630	10.00YD3	40CAV638A	4000COMAIRBSHRWR	117.00	1,170.00	X
12/23/2021	42036630	10.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	15.00	X
12/23/2021	42036630	10.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	32.50	X
12/23/2021	42036631	10.00YD3	40CAV638A	4000COMAIRBSHRWR	117.00	1,170.00	X
12/23/2021	42036631	10.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	32.50	X
12/23/2021	42036631	10.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	15.00	X
12/23/2021	42036633	10.00YD3	40CAV638A	4000COMAIRBSHRWR	117.00	1,170.00	X
12/23/2021	42036633	10.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	32.50	X
12/23/2021	42036633	10.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	15.00	X
12/23/2021	42036634	10.00YD3	40CAV638A	4000COMAIRBSHRWR	117.00	1,170.00	X
12/23/2021	42036634	10.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	32.50	X
12/23/2021	42036634	10.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	15.00	X
12/23/2021	42036636	10.00YD3	40CAV638A	4000COMAIRBSHRWR	117.00	1,170.00	X

FOR INVOICE INQUIRIES, PLEASE CALL 1-844-942-7467.

OVERDUE INVOICES SUBJECT TO INTEREST AT 1.5% PER MONTH ON ALL INVOICES NOT PAID BY THE 25TH OF THE MONTH DUE.

IF YOU WISH TO PAY VIA EFT (ELECTRONIC FUNDS TRANSFERS), PLEASE USE THE FOLLOWING INSTRUCTIONS:

WIRE TRANSFERS & ACH: JPMORGAN CHASE ROUTING #: 021 000 021, ACCOUNT #: 780 163 353 ARGOS USA LLC; SWIFT: CHASUS33
PLEASE SEND PAYMENT REMITTANCE INFORMATION TO: CASHAPPLICATION@ARGOS-US.COM.

ORIGINAL

PAGE 1 OF 2

INVOICE NO.: 92595050
 INVOICE DATE: 12/23/2021
 CUSTOMER NUMBER: 19383



TICKET DATE	TICKET #	QTY U / M	ITEM #	ITEM DESCRIPTION	UNIT PRICE	EXTENDED	TAX
12/23/2021	42036636	10.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	15.00	X
12/23/2021	42036636	10.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	32.50	X
12/23/2021	42036641	10.00YD3	40CAV638A	4000COMAIRBSHRWR	117.00	1,170.00	X
12/23/2021	42036641	10.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	15.00	X
12/23/2021	42036641	10.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	32.50	X
12/23/2021	42036643	3.00YD3	40CAV638A	4000COMAIRBSHRWR	117.00	351.00	X
12/23/2021	42036643	3.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	4.50	X
12/23/2021	42036643	3.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	9.75	X

INVOICE TOTAL	103.00 YD3	40CAV638A	4000COMAIRBSHRWR	12,051.00
	103.00 YD3	8100381	ENVIRONMENTAL FEE PER CYD	154.50
	103.00 YD3	8100383	FUEL SURCHARGE PER CYD	334.75

SUBTOTAL 12,540.25
 STATE FL TAXES 6.00 % 752.42
 COUNTY FL TAXES 0.50 % 25.00

PAYMENT TERMS
 DUE DATE

Net due day 10 next month
01/10/2022

TOTAL 13,317.67

This invoice is subject to the daily discretionary tax. Discretionary sales surtax applies to the first \$5,000 of the sales amount on the sale.

FOR INVOICE INQUIRIES, PLEASE CALL 1-844-942-7467.
 OVERDUE INVOICES SUBJECT TO INTEREST AT 1.5% PER MONTH ON ALL INVOICES NOT PAID BY THE 25TH OF THE MONTH DUE.
 IF YOU WISH TO PAY VIA EFT (ELECTRONIC FUNDS TRANSFERS), PLEASE USE THE FOLLOWING INSTRUCTIONS:
WIRE TRANSFERS & ACH: JPMORGAN CHASE ROUTING #: 021 000 021, ACCOUNT #: 780 163 353 ARGOS USA LLC; **SWIFT:** CHASUS33
 PLEASE SEND PAYMENT REMITTANCE INFORMATION TO: **CASHAPPLICATION@ARGOS-US.COM**.

ORIGINAL

PAGE 2 OF 2



UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Engineering •
Construction Materials Testing • Threshold Inspection • Private Provider Inspection • Geophysical Studies

911 Beville Road, Suite 3 • South Daytona, Florida 32119 • (386) 756-1105 • FAX (386) 760-4067

UES Project No. 0415.2100497.0000

UES Report No. 1937600

Date: 2/11/2022

Mr. Allen Tischler, Chief Building Official
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Reference: **SPECIAL THRESHOLD INSPECTIONS REPORT**
The REC
located at 4655 City Center Circle, Port Orange, FL
Permit No.: 20-00006707
UES Project No. 0415.2100497.0000 UES Report No. 1937600

Dear Mr. Tischler:

Universal Engineering Sciences, Inc. (UES) is performing Special Threshold Inspections for the The REC project located at 4655 City Center Circle in Port Orange, Florida. Our inspections are being performed in accordance with Florida Statute 553.79 and the Special Threshold Inspection Plan provided to Universal Engineering Sciences on June 25, 2021 by Lowe Structures Inc.

This report summarizes our services from 1/1/2022 thru 1/31/2022. Our concluding tests and observations within the subject time period indicate compliance with project specifications.

Please feel free to contact us at (386) 756-1105 with any questions.

Respectfully submitted

UNIVERSAL ENGINEERING SCIENCES


Rick G. Kusibier, P.E.
Threshold Engineer
FL Special Inspector No. 863
FL PE No.: 38705



UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Engineering •
Construction Materials Testing • Threshold Inspection • Private Provider Inspection • Geophysical Studies

911 Beville Road, Suite 3 • South Daytona, Florida 32119 • (386) 756-1105 • FAX (386) 760-4067

UES Project No. 0415.2100497.0000

UES Report No. 1937600

Date: 2/11/2022

THRESHOLD INSPECTION REPORT

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

Project: The REC at 4655 Center City Circle
located in Port Orange, FL

1/10/2022

By Mason

Representative: W. Ruzicky

U.E.S. representative arrived on site for the purpose of a Cell Fill inspection for the Grid Line: E-A through E-K on east side. U.E.S. representative performed visual inspection on areas listed above. All inspected areas found in compliance with project plans and specifications.

1/18/2022

1/24

Representative: W. Ruzicky

U.E.S. representative arrived on site for the purpose of a concrete tie beam inspection for the east side of the building. U.E.S. representative performed visual inspection on areas listed above. All inspected areas found in compliance with project plans and specifications.

1/24/2022

1/28

Representative: W. Ruzicky

U.E.S. representative arrived on site for the purpose of a beam and cell fill inspection for the east and west sides of the building. U.E.S. representative performed visual inspection on areas listed above. All inspected areas found in compliance with project plans and specifications.

1/26/2022

1/31

Representative: W. Ruzicky

U.E.S. representative arrived on site for the purpose of a concrete column inspection. U.E.S. representative performed visual inspection on areas listed above. All inspected areas found in compliance with project plans and specifications.

1/31/2022

By Mason

Representative: W. Ruzicky

U.E.S. representative arrived on site for the purpose of a beam and lintel inspection (2 beams on the north side). U.E.S. representative performed visual inspection on areas listed above. All inspected areas found in compliance with project plans and specifications.

ARGOS USA LLC
3015 WINDWARD PLAZA, SUITE 300
ALPHARETTA, GA 30005



INVOICE NO.: 92619498

INVOICE DATE: 01/24/2022

CUSTOMER NUMBER: 19383

REMIT TO:

SABOUNGI CONSTR INC
290A NORTH US HWY 1
ORMOND BEACH FL 32174-4504

ARGOS USA LLC
PO BOX 733134
DALLAS, TX 75373-3134

ORDER #	CUSTOMER PO #	PROJECT #	PROJECT DESCRIPTION	SALES REP.
420005		124574	PORT ORANGE RECREATION CENTER	WITT DALE

SHIP TO: PORT ORANGE RECREATION CENTER | 4655 CITY CENTER CIRCLE | PORT ORANGE FL 32129-9632

TICKET DATE	TICKET #	QTY U / M	ITEM #	ITEM DESCRIPTION	UNIT PRICE	EXTENDED	TAX
01/24/2022	42037456	7.00YD3	40SAF990	4000SPECARASH89LIMEP2	128.00	896.00	X
01/24/2022	42037456	7.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	10.50	X
01/24/2022	42037456	7.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	22.75	X
INVOICE TOTAL		7.00 YD3	40SAF990	4000SPECARASH89LIMEP2		896.00	
		7.00 YD3	8100381	ENVIRONMENTAL FEE PER CYD		10.50	
		7.00 YD3	8100383	FUEL SURCHARGE PER CYD		22.75	

SUBTOTAL	929.25
STATE FL TAXES 6.00 %	55.76
COUNTY FL TAXES 0.50 %	4.64

PAYMENT TERMS
DUE DATE

Net due day 10 next month
02/10/2022

TOTAL

989.65

This invoice is subject to the daily discretionary tax. Discretionary sales surtax applies to the first \$5,000 of the sales amount on the sale.

FOR INVOICE INQUIRIES, PLEASE CALL 1-844-942-7467.
OVERDUE INVOICES SUBJECT TO INTEREST AT 1.5% PER MONTH ON ALL INVOICES NOT PAID BY THE 25TH OF THE MONTH DUE.
IF YOU WISH TO PAY VIA EFT (ELECTRONIC FUNDS TRANSFERS), PLEASE USE THE FOLLOWING INSTRUCTIONS:
WIRE TRANSFERS & ACH: JPMORGAN CHASE ROUTING #: 021 000 021, ACCOUNT #: 780 163 353 ARGOS USA LLC; SWIFT: CHASUS33
PLEASE SEND PAYMENT REMITTANCE INFORMATION TO: CASHAPPLICATION@ARGOS-US.COM.

ORIGINAL

PAGE 1 OF 1

ARGOS USA LLC
3015 WINDWARD PLAZA, SUITE 300
ALPHARETTA, GA 30005



INVOICE NO.: 92624665

INVOICE DATE: 01/28/2022

CUSTOMER NUMBER: 19383

REMIT TO:

SABOUNGI CONSTR INC
290A NORTH US HWY 1
ORMOND BEACH FL 32174-4504

ARGOS USA LLC
PO BOX 733134
DALLAS, TX 75373-3134

ORDER #	CUSTOMER PO #	PROJECT #	PROJECT DESCRIPTION	SALES REP.
420021		124574	PORT ORANGE RECREATION CENTER	WITT DALE

SHIP TO: PORT ORANGE RECREATION CENTER | 4655 CITY CENTER CIRCLE | PORT ORANGE FL 32129-9632

TICKET DATE	TICKET #	QTY U / M	ITEM #	ITEM DESCRIPTION	UNIT PRICE	EXTENDED	TAX
01/28/2022	42037550	6.00YD3	40SAF990	4000SPECARASH89LIMEP2	128.00	768.00	X
01/28/2022	42037550	6.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	9.00	X
01/28/2022	42037550	6.00YD3	8100383	FUEL SURCHARGE PER CYD	3.25	19.50	X
INVOICE TOTAL		6.00 YD3	40SAF990	4000SPECARASH89LIMEP2		768.00	
		6.00 YD3	8100381	ENVIRONMENTAL FEE PER CYD		9.00	
		6.00 YD3	8100383	FUEL SURCHARGE PER CYD		19.50	

SUBTOTAL	796.50
STATE FL TAXES 6.00 %	47.79
COUNTY FL TAXES 0.50 %	3.99

PAYMENT TERMS
DUE DATE

Net due day 10 next month
02/10/2022

TOTAL 848.28

This invoice is subject to the daily discretionary tax. Discretionary sales surtax applies to the first \$5,000 of the sales amount on the sale.

FOR INVOICE INQUIRIES, PLEASE CALL 1-844-942-7467.
OVERDUE INVOICES SUBJECT TO INTEREST AT 1.5% PER MONTH ON ALL INVOICES NOT PAID BY THE 25TH OF THE MONTH DUE.
IF YOU WISH TO PAY VIA EFT (ELECTRONIC FUNDS TRANSFERS), PLEASE USE THE FOLLOWING INSTRUCTIONS:
WIRE TRANSFERS & ACH: JPMORGAN CHASE ROUTING #: 021 000 021, ACCOUNT #: 780 163 353 ARGOS USA LLC; **SWIFT:** CHASUS33
PLEASE SEND PAYMENT REMITTANCE INFORMATION TO: **CASHAPPLICATION@ARGOS-US.COM**.

ORIGINAL

PAGE 1 OF 1

ARGOS USA LLC
3015 WINDWARD PLAZA, SUITE 300
ALPHARETTA, GA 30005



INVOICE NO.: 92626165

INVOICE DATE: 01/31/2022

CUSTOMER NUMBER: 19383

REMIT TO:

SABOUNGI CONSTR INC
290A NORTH US HWY 1
ORMOND BEACH FL 32174-4504

ARGOS USA LLC
PO BOX 733134
DALLAS, TX 75373-3134

ORDER #	CUSTOMER PO #	PROJECT #	PROJECT DESCRIPTION	SALES REP.
420016		124574	PORT ORANGE RECREATION CENTER	WITT DALE

SHIP TO: PORT ORANGE RECREATION CENTER | 4655 CITY CENTER CIRCLE | PORT ORANGE FL 32129-9632

TICKET DATE	TICKET #	QTY	U / M	ITEM #	ITEM DESCRIPTION	UNIT PRICE	EXTENDED	TAX
01/31/2022	42037617	4.00	YD3	40SAF990	4000SPECRAIRASH89LIMEP2	128.00	512.00	X
01/31/2022	42037617	4.00	YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	6.00	X
01/31/2022	42037617	4.00	YD3	8100383	FUEL SURCHARGE PER CYD	3.25	13.00	X

INVOICE TOTAL	4.00	YD3	40SAF990	4000SPECRAIRASH89LIMEP2	512.00
	4.00	YD3	8100381	ENVIRONMENTAL FEE PER CYD	6.00
	4.00	YD3	8100383	FUEL SURCHARGE PER CYD	13.00

SUBTOTAL	531.00
STATE FL TAXES 6.00 %	31.86
COUNTY FL TAXES 0.50 %	2.66

PAYMENT TERMS
DUE DATE

Net due day 10 next month
02/10/2022

TOTAL 565.52 ✓

This invoice is subject to the daily discretionary tax. Discretionary sales surtax applies to the first \$5,000 of the sales amount on the sale.

FOR INVOICE INQUIRIES, PLEASE CALL 1-844-942-7467.
OVERDUE INVOICES SUBJECT TO INTEREST AT 1.5% PER MONTH ON ALL INVOICES NOT PAID BY THE 25TH OF THE MONTH DUE.
IF YOU WISH TO PAY VIA EFT (ELECTRONIC FUNDS TRANSFERS), PLEASE USE THE FOLLOWING INSTRUCTIONS:
WIRE TRANSFERS & ACH: JPMORGAN CHASE ROUTING #: 021 000 021, ACCOUNT #: 780 163 353 ARGOS USA LLC; **SWIFT:** CHASUS33
PLEASE SEND PAYMENT REMITTANCE INFORMATION TO: **CASHAPPLICATION@ARGOS-US.COM**.

ORIGINAL

PAGE 1 OF 1



UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Engineering •
Construction Materials Testing • Threshold Inspection • Private Provider Inspection • Geophysical Studies

911 Beville Road, Suite 3 • South Daytona, Florida 32119 • (386) 756-1105 • FAX (386) 760-4067

UES Project No. 0415.2100497.0000

UES Report No. 1945344

Date: 3/2/2022

Mr. Allen Tischler, Chief Building Official
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Reference: **SPECIAL THRESHOLD INSPECTIONS REPORT**
The REC
located at 4655 City Center Circle, Port Orange, FL
Permit No.: 20-00006707
UES Project No. 0415.2100497.0000 UES Report No. 1945344

Dear Mr. Tischler:

Universal Engineering Sciences, Inc. (UES) is performing Special Threshold Inspections for the The REC project located at 4655 City Center Circle in Port Orange, Florida. Our inspections are being performed in accordance with Florida Statute 553.79 and the Special Threshold Inspection Plan provided to Universal Engineering Sciences on June 25, 2021 by Lowe Structures Inc.

This report summarizes our services from 2/1/2022 thru 2/28/2022. Our concluding tests and observations within the subject time period indicate compliance with project specifications.

Please feel free to contact us at (386) 756-1105 with any questions.

Respectfully submitted

UNIVERSAL ENGINEERING SCIENCES


Rick G. Kushner, P.E.
Threshold Engineer
FL Special Inspector No. 863
FL PE No.: 38705



UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Engineering •
Construction Materials Testing • Threshold Inspection • Private Provider Inspection • Geophysical Studies

911 Beville Road, Suite 3 • South Daytona, Florida 32119 • (386) 756-1105 • FAX (386) 760-4067

UES Project No. 0415.2100497.0000

UES Report No. 1945344

Date: 3/2/2022

THRESHOLD INSPECTION REPORT

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

Project: The REC at 4655 Center City Circle
located in Port Orange, FL

2/21/2022

By Mason

Representative: W. Ruzicky

U.E.S. representative arrived on site for the purpose of a lintel inspection. U.E.S. representative performed visual inspection on areas listed above. The lintel arch and interior walls passed. All inspected areas found in compliance with project plans and specifications.

2/24/2022

3/1

Representative: R. Waldrop

U.E.S. representative arrived on site for the purpose of a rebar inspection for the roof slab at the elevators. U.E.S. representative performed visual inspection on areas listed above. All inspected areas found in compliance with project plans and specifications.



ARGOS USA LLC
3015 WINDWARD PLAZA, SUITE 300
ALPHARETTA, GA 30005

INVOICE NO.: 92657651

INVOICE DATE: 03/01/2022

CUSTOMER NUMBER: 19383

REMIT TO:

ARGOS USA LLC
PO BOX 733134
DALLAS, TX 75373-3134

14179 1 AB 0.461 E0083X I0137 D8772183172 S2 P8876794 0001:0001



SABOUNGI CONSTR INC
290A N US HIGHWAY 1
ORMOND BEACH FL 32174-4504

ORDER #	CUSTOMER PO #	PROJECT #	PROJECT DESCRIPTION	SALES REP.
420010		124574	PORT ORANGE RECREATION CENTER	WITT DALE

SHIP TO: PORT ORANGE RECREATION CENTER | 4655 CITY CENTER CIRCLE | PORT ORANGE FL 32129-9632

TICKET DATE	TICKET #	QTY U / M	ITEM #	ITEM DESCRIPTION	UNIT PRICE	EXTENDED	TAX
03/01/2022	42038707	6.00YD3	40SAF990	4000SPECARASH89LIMEP2	128.00	768.00	X
03/01/2022	42038707	6.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	9.00	X
03/01/2022	42038707	6.00YD3	8100383	FUEL FEES PER CYD	3.25	19.50	X

INVOICE TOTAL	6.00 YD3	40SAF990	4000SPECARASH89LIMEP2	768.00
	6.00 YD3	8100381	ENVIRONMENTAL FEE PER CYD	9.00
	6.00 YD3	8100383	FUEL FEES PER CYD	19.50

SUBTOTAL	796.50
STATE FL TAXES 6.00 %	47.79
COUNTY FL TAXES 0.50 %	3.99

PAYMENT TERMS
DUE DATE

Net due day 10 next month
04/10/2022

TOTAL 848.28

This invoice is subject to the daily discretionary tax. Discretionary sales surtax applies to the first \$5,000 of the sales amount on the sale.

FOR INVOICE INQUIRIES, PLEASE CALL 1-844-942-7467.
OVERDUE INVOICES SUBJECT TO INTEREST AT 1.5% PER MONTH ON ALL INVOICES NOT PAID BY THE 25TH OF THE MONTH DUE.
IF YOU WISH TO PAY VIA EFT (ELECTRONIC FUNDS TRANSFERS), PLEASE USE THE FOLLOWING INSTRUCTIONS:
WIRE TRANSFERS & ACH: JPMORGAN CHASE ROUTING #: 021 000 021, ACCOUNT #: 780 163 353 ARGOS USA LLC; SWIFT: CHASUS33
PLEASE SEND PAYMENT REMITTANCE INFORMATION TO: CASHAPPLICATION@ARGOS-US.COM.

ORIGINAL

0001:0001



UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Engineering •
Construction Materials Testing • Threshold Inspection • Private Provider Inspection • Geophysical Studies

911 Beville Road, Suite 3 • South Daytona, Florida 32119 • (386) 756-1105 • FAX (386) 760-4067

UES Project No. 0415.2100497.0000

UES Report No. 1948592

Date: 4/4/2022

Mr. Allen Tischler, Chief Building Official
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Reference: **SPECIAL THRESHOLD INSPECTIONS REPORT**
The REC
located at 4655 City Center Circle, Port Orange, FL
Permit No.: 20-00006707
UES Project No. 0415.2100497.0000 UES Report No. 1948592

Dear Mr. Tischler:

Universal Engineering Sciences, Inc. (UES) is performing Special Threshold Inspections for the The REC project located at 4655 City Center Circle in Port Orange, Florida. Our inspections are being performed in accordance with Florida Statute 553.79 and the Special Threshold Inspection Plan provided to Universal Engineering Sciences on June 25, 2021 by Lowe Structures Inc.

This report summarizes our services from 3/1/2022 thru 3/31/2022. Our concluding tests and observations within the subject time period indicate compliance with project specifications.

Please feel free to contact us at (386) 756-1105 with any questions.

Respectfully submitted

UNIVERSAL ENGINEERING SCIENCES


Rick G. Kushner, P.E.
Threshold Engineer
FL Special Inspector No. 863
FL PE No.: 38705



UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Engineering •
Construction Materials Testing • Threshold Inspection • Private Provider Inspection • Geophysical Studies

911 Beville Road, Suite 3 • South Daytona, Florida 32119 • (386) 756-1105 • FAX (386) 760-4067

UES Project No. 0415.2100497.0000

UES Report No. 1948592

Date: 4/4/2022

THRESHOLD INSPECTION REPORT

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

Project: The REC at 4655 Center City Circle
located in Port Orange, FL

3/3/2022

By Mason

Representative: W. Ruzicky

U.E.S. representative arrived on site for the purpose of a cell fill and lintel inspection. U.E.S. representative performed visual inspection on areas listed above. The lintel and RM 101 slab preparation passed. All inspected areas found in compliance with project plans and specifications.



UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Engineering •
Construction Materials Testing • Threshold Inspection • Private Provider Inspection • Geophysical Studies

911 Beville Road, Suite 3 • South Daytona, Florida 32119 • (386) 756-1105 • FAX (386) 760-4067

UES Project No. 0415.2100497.0000

UES Report No. 1953823

Date: 5/4/2022

Mr. Allen Tischler, Chief Building Official
City of Port Orange
1000 City Center Circle
Port Orange, FL 32129

Reference: **SPECIAL THRESHOLD INSPECTIONS REPORT**
The REC
located at 4655 City Center Circle, Port Orange, FL
Permit No.: 20-00006707
UES Project No. 0415.2100497.0000 UES Report No. 1953823

Dear Mr. Tischler:

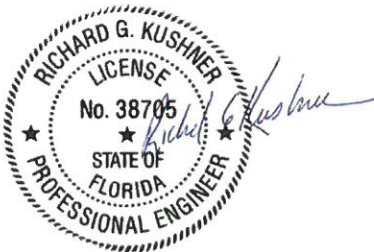
Universal Engineering Sciences, Inc. (UES) is performing Special Threshold Inspections for the The REC project located at 4655 City Center Circle in Port Orange, Florida. Our inspections are being performed in accordance with Florida Statute 553.79 and the Special Threshold Inspection Plan provided to Universal Engineering Sciences on June 25, 2021 by Lowe Structures Inc.

This report summarizes our services from 4/1/2022 thru 4/30/2022. Our concluding tests and observations within the subject time period indicate compliance with project specifications.

Please feel free to contact us at (386) 756-1105 with any questions.

Respectfully submitted

UNIVERSAL ENGINEERING SCIENCES



Digitally signed by
Richard G. Kushner
Date: 2022.05.13
11:10:58 -04'00'

Rick G. Kushner, P.E.
Threshold Engineer
FL Special Inspector No. 863
FL PE No.: 38705



UNIVERSAL ENGINEERING SCIENCES

Consultants In: Geotechnical Engineering • Environmental Engineering •
Construction Materials Testing • Threshold Inspection • Private Provider Inspection • Geophysical Studies

911 Beville Road, Suite 3 • South Daytona, Florida 32119 • (386) 756-1105 • FAX (386) 760-4067

UES Project No. 0415.2100497.0000

UES Report No. 1953823

Date: 5/4/2022

THRESHOLD INSPECTION REPORT

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

Project: The REC at 4655 Center City Circle
located in Port Orange, FL

4/11/2022

4/12

Representative: W. Ruzycky

U.E.S. representative arrived on site for the purpose of a rebar inspection for pre-fabricated steel panels for two stairways and landings. U.E.S. representative performed visual inspection on areas listed above. All inspected areas found in compliance with project plans and specifications.

4/29/2022

Representative: W. Ruzycky

U.E.S. representative arrived on site for the purpose of a site visit to check on deviations from plan. U.E.S. representative performed visual inspection on areas listed above. All structural drawings reviewed on site of masonry and concrete reinforcement inspections are completed per plans and details, no structural steel inspections.

ARGOS USA LLC
3015 WINDWARD PLAZA, SUITE 300
ALPHARETTA, GA 30005



INVOICE NO.: 92701403

INVOICE DATE: 04/12/2022

CUSTOMER NUMBER: 19383

REMIT TO:

SABOUNGI CONSTR INC
290A NORTH US HWY 1
ORMOND BEACH FL 32174-4504

ARGOS USA LLC
PO BOX 733134
DALLAS, TX 75373-3134

ORDER #	CUSTOMER PO #	PROJECT #	PROJECT DESCRIPTION	SALES REP.
420009		124574	PORT ORANGE RECREATION CENTER	WITT DALE

SHIP TO: PORT ORANGE RECREATION CENTER | 4655 CITY CENTER CIRCLE | PORT ORANGE FL 32129-9632

TICKET DATE	TICKET #	QTY U / M	ITEM #	ITEM DESCRIPTION	UNIT PRICE	EXTENDED	TAX
04/12/2022	42039637	10.00YD3	40SAF990	4000SPECARASH89LIMEP2	128.00	1,280.00	X
04/12/2022	42039637	10GLL	8101089	1.0% DARACCEL CL ACCEL GCP 3000 PSI	3.00	30.00	X
04/12/2022	42039637	10.00YD3	8100381	ENVIRONMENTAL FEE PER CYD	1.50	15.00	X
04/12/2022	42039637	10.00YD3	8100383	FUEL FEES PER CYD	3.25	32.50	X
INVOICE TOTAL		10.00 YD3	40SAF990	4000SPECARASH89LIMEP2		1,280.00	
		10 GLL	8101089	1.0% DARACCEL CL ACCEL GCP 3000 PSI		30.00	
		10.00 YD3	8100381	ENVIRONMENTAL FEE PER CYD		15.00	
		10.00 YD3	8100383	FUEL FEES PER CYD		32.50	

SUBTOTAL	1,357.50
STATE FL TAXES 6.00 %	81.45
COUNTY FL TAXES 0.50 %	6.79

PAYMENT TERMS
DUE DATE

Net due day 10 next month
05/10/2022

TOTAL

1,445.74

This invoice is subject to the daily discretionary tax. Discretionary sales surtax applies to the first \$5,000 of the sales amount on the sale.

HS

FOR INVOICE INQUIRIES, PLEASE CALL 1-844-942-7467.

OVERDUE INVOICES SUBJECT TO INTEREST AT 1.5% PER MONTH ON ALL INVOICES NOT PAID BY THE 25TH OF THE MONTH DUE.

IF YOU WISH TO PAY VIA EFT (ELECTRONIC FUNDS TRANSFERS), PLEASE USE THE FOLLOWING INSTRUCTIONS:

WIRE TRANSFERS & ACH: JPMORGAN CHASE ROUTING #: 021 000 021, ACCOUNT #: 780 163 353 ARGOS USA LLC; SWIFT: CHASUS33
PLEASE SEND PAYMENT REMITTANCE INFORMATION TO: CASHAPPLICATION@ARGOS-US.COM.

ORIGINAL

PAGE 1 OF 1

DAILY PRECIPITATION REPORT - PORT ORANGE, FL

DAY	DATE	HIGH (F)	LOW (F)	TOTAL PRECIP. (IN.)
Friday	13-Aug	88	75	0.49
Monday	16-Aug	88	80	0.1
Thursday	26-Aug	87	74	0.82
Friday	27-Aug	87	77	0.43
Wednesday	1-Sep	86	76	0.04
Thursday	2-Sep	92	74	0.02
Friday	3-Sep	89	73	0.12
Monday	6-Sep	91	74	0.13
Tuesday	7-Sep	89	74	0.57
Wednesday	8-Sep	91	73	0.64
Thursday	9-Sep	84	73	0.13
Friday	10-Sep	87	75	0.01
Thursday	16-Sep	88	75	1.1
Friday	17-Sep	88	73	0.13
Tuesday	5-Oct	87	72	0.02
Friday	8-Oct	91	73	0.87
Monday	11-Oct	87	71	0.06
Tuesday	12-Oct	86	71	0.11
Thursday	14-Oct	86	73	0.15
Monday	25-Oct	85	73	0.02
Thursday	28-Oct	79	62	0.88
Friday	5-Nov	72	66	5.42
Thursday	18-Nov	78	69	0.55
Friday	19-Nov	76	67	0.03
Wednesday	15-Dec	76	61	0.28
Thursday	16-Dec	79	65	0.13
Tuesday	21-Dec	68	65	2.37
Wednesday	22-Dec	63	49	0.42
Tuesday	8-Feb	54	40	0.28

Considered
rainfall .40 inch
and above only.

1

2

3

4

5

6

7

8

9

10

11

Wednesday	9-Feb	62	44	0.02
Tuesday	15-Feb	72	41	0.01
Monday	7-Mar	82	63	0.86
Tuesday	8-Mar	80	68	0.25
Wednesday	9-Mar	84	66	0.57
Thursday	10-Mar	79	64	0.55
Tuesday	15-Mar	73	68	0.39
Wednesday	16-Mar	83	66	0.73
Thursday	24-Mar	76	63	0.72
Thursday	31-Mar	83	68	0.71
Friday	1-Apr	77	68	1.25
Tuesday	5-Apr	88	66	0.01
Thursday	7-Apr	79	68	0.24
Wednesday	27-Apr	87	68	0.11
Thursday	28-Apr	80	71	0.01
Thursday	5-May	93	69	0.01
Total Rain Days				
45		Total Inches of Rain		22.76

12

13

14

15

16

17

18

days above
0.40 inches