



REGULAR CITY COUNCIL MEETING

6:30 PM – COUNCIL CHAMBERS – CITY HALL

DECEMBER 5, 2023

AGENDA

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

A. OPENING

1. Invocation by Pastor John Mazza of Family Worship Center
2. Pledge of Allegiance
3. Roll Call
4. Election of Vice Mayor for 2024

B. CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only
6. Agenda Approval
7. Approval of Minutes
 - a. November 14, 2023 - Regular City Council Meeting
8. Bid Awards and Contract Items
 - a. Approval of Contract to Purchase 819 Madeline Avenue
 - b. Approval of the Sponsorship Agreement with Advent Health for a \$50,000.00 contribution toward the replacement of the gym floors for REC Courts 2 and 3
9. Amendment to Easement - 3350 Ridgewood Avenue
10. Approval of the 2024 City Council Meeting Calendar
11. Resolution No. 23-59 - Volusia ECHO Grant Application for City Center Playground Improvement
12. Resolution No. 23-62 - Cybersecurity Framework
13. Resolution No. 23-64- Approval of Grant Agreement for \$1,000,000 with Florida Department of Environmental Protection for the Ridgewood Avenue & North Commonwealth Water Main Replacement

14. Resolution No. 23-66- Approval of Grant Agreement for \$2,500,000 with Florida Department of Environmental Protection for the Sewer Force Main Halifax River Crossing

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

D. COUNCIL COMMENTS

15. Comments/Concerns from Council Members

E. BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

16. Golf Advisory Board Report

F. PUBLIC HEARING

17. Second Reading - Ordinance No. 2023-11 - Amending Chapter 2 Administration - Finance - Payments for Utilities
18. Second Reading - Ordinance No. 2023-16 - Land Development Code Amendment/Chapter 21 - Update to City Impact Fees (Case No. DCAM-23-0001)
19. Second Reading - Ordinance No. 2023-17 - Second Amendment to Restated First Amendment to the Master Development Agreement for Nova Depot Planned Commercial Development

G. ADDITIONAL ITEMS

20. City Attorney
21. City Manager

H. COUNCIL COMMITTEE REPORTS

22. City Council Committee Reports
 - a. Fire Pension Board - Vice Mayor Reed Foley
 - b. Police Pension Board - Councilman Drew Bastian
 - c. General Employee's Pension Board - Councilman Scott Stiltner

I. 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.



Regular City Council Meeting

12/5/2023

Page 3 of 3

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 12/5/2023

SUBJECT: (A4) Election of Vice Mayor for 2024

DEPARTMENT: City Clerk

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to elect a Vice Mayor for 2024 and authorize the Deputy City Clerk to amend related contact information as necessary.

SUMMARY: In accordance with Article III, Section 3.03 of the City Charter: "The vice mayor shall be elected at the first meeting of the newly elected council after the regular city elections; and, in nonelection years, at the first regular council meeting in January and commencing in 2007 at the first regular council meeting in December. The vice mayor shall act as mayor during the absence or disability of the mayor. In case of death, resignation, or removal of the mayor, the vice mayor shall serve as mayor for the remaining unexpired term of such office. The council vacancy left by the vice mayor shall be filled as provided in section 3.05(c). A vice mayor shall be elected by the council from its members either before or after the filling of the council vacancy as provided in the preceding sentence. In all instances, the vice mayor shall be elected by the affirmative vote of the majority of the council."

PRESENTER: Robin Fenwick

ATTACHMENTS:

Tracee Cody
Robin Fenwick
Wayne Clark
Tracee Cody

Created/Initiated - 11/13/2023
Approved - 11/13/2023
Approved - 11/21/2023
Final Approval - 11/21/2023

REGULAR CITY COUNCIL MEETING MINUTES
COUNCIL CHAMBERS – CITY HALL
1000 CITY CENTER CIRCLE
PORT ORANGE, FLORIDA
NOVEMBER 14, 2023

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

Silent Invocation

Pledge of Allegiance

Roll Call	Present:	Councilman Drew Bastian Councilman Scott Stiltner Mayor Donald Burnette
	Absent:	Councilman Tracy Grubbs Vice Mayor Reed Foley
	Also Present:	City Manager, Wayne Clark City Attorney, Matt Jones Deputy City Clerk, Tracee Cody

PROCLAMATIONS

4. Small Business Saturday

Mayor Don Burnette read the proclamation for Small Business Saturday and presented it to Barbara Ann Heegan, CEO and President of Port Orange/South Daytona Chamber of Commerce.

CONSENT AGENDA

5. Public Comments on Consent Agenda Items Only

There were none.

6. Agenda Approval

Matt Jones, City Attorney, recommended removal of Item #9 to discuss necessary revisions. Mayor Don Burnette removed Item #9.

Motion to approve the Agenda as amended, with the removal of Item #9, was made by Councilman Scott Stiltner and seconded by Councilman Drew Bastian. Motion carried unanimously by voice vote.

7. Approval of Minutes
 - a. November 7, 2023 - Regular City Council Meeting
8. Bid Awards and Contract Items
 - a. Ratification of Task Authorization No. 3 to Meeks Plumbing, Inc. for emergency pumping services rendered during rain event on September 30, 2023
 - b. Approval of Change Order No. 1 to the Engineers Joint Contract Document (EJCDC) Agreement CA7442 (ITB 21-09) with U.S. Water Services Corporation as it relates to the Herbert and Nova Master Lift Station Improvements
 - c. Approval of Extension No. 2 of the Animal Services and Trap Neuter Release (TNR) Agreement with Halifax Humane Society (HHS)
 - d. Approval of Amendment No. 1 to Task Authorization No. 9 with Pegasus Engineering, LLC for grant application development for the FEMA Flood Mitigation Assistance (FMA) Application for the Acquisition and Demolition of Flood-Prone Homes
 - e. Sixth Addendum to the Wholesale Service Agreement for Wastewater services to Daytona Beach Shores
9. Resolution No. 23-26 - Establishing and Adopting Water, Wastewater, Reclaimed and Other Miscellaneous Utility Fees
10. Resolution No. 23-60 - Budget Amendment - FY2022 - 2023 Final Year End True-Up
11. Resolution No. 23-61 - Capital Encumbrance and Project Balance Roll forward Budget Amendment for Fiscal Year 2023-2024
12. Resolution No. 23-64 - FEMA Flood Mitigation Assistance (FMA) Application to Request Funds to Acquire and Demolish 7 Homes

Motion to approve the Consent Agenda Items #7-8e and #10-12 was made by Councilman Scott Stiltner and seconded by Councilman Drew Bastian. Motion carried unanimously by roll call vote.

Item #9 - Resolution No. 23-26 - Establishing and Adopting Water, Wastewater & Reclaimed Utility Service Fees

Motion to approve Resolution No. 23-26 was made by Councilman Scott Stiltner and seconded by Councilman Drew Bastian.

John McKinney, Finance Director/Assistant City Manager, provided details on the revisions needed within the Resolution. The changes to the amounts were listed in the backup documentation correctly but were not converted to the Resolution correctly. The revised amounts coincide with the amounts discussed previously by City Council.

Motion carried unanimously by roll call vote.

PUBLIC PARTICIPATION (Non-Agenda – 20 minutes)

Penni Arthur, resident, asked for information on dams that supposedly broke during the 2022 hurricanes that caused flooding in the City.

COUNCIL COMMENTS

13. Comments/Concerns from Council Members

Wayne Clark, City Manager, spoke in regard to the public comment about the “dam” which is not a dam. It was the Cambridge Basin pump station retaining wall. Mr. Clark briefly explained how it was affected by the hurricanes and the actions taken to repair the issues.

Councilman Scott Stiltner spoke about the passing of former Parks & Recreation employee Veronica "Ronnie" Roberts who worked at the City for 21 years until retirement but continued to serve the department as Mrs. Claus in the Christmas parade.

Mayor Don Burnette spoke about Cops for Christmas and had Susan Lovallo, Parks & Recreation Director, provide an overview of the upcoming Christmas events. Mayor Burnette also asked Mr. Clark for an update on the street lights that are out on Nova Road between Herbert and Dunlawton. Mr. Clark advised that the FPL is aware of the issue and is still working on the repairs.

SPECIAL REPORTS

14. Overview of Florida Fish & Wildlife Commission (FWC) Derelict Boat Removal Program

Port Orange Police Chief Manny Marino provided an overview of the FWC's Derelict Boat Removal Program.

BOARD APPOINTMENTS, INTERVIEWS, AND REPORTS

15. Environmental Advisory Board Report

Kristine Cunningham, Chair of the Environmental Advisory Board, provided details from their recent meetings.

PUBLIC HEARING

16. First Reading - Ordinance No. 2023-11 - Amending Chapter 2 Administration - Finance - Payments for Utilities

Mayor Don Burnette read Ordinance No. 2023-11.

ORDINANCE NO. 2023-11

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, SECTION 2-240 RELATED TO PAYMENTS FOR UTILITIES TO REVISE THE LATE PAYMENT PENALTY, ESTABLISH A DELINQUENT FEE, AND EXPAND THE AUTHORITY OF THE CITY MANAGER TO MAKE UTILITY BILLING ADJUSTMENTS; ESTABLISHING A NEW SECTION 2-242 AUTHORIZING DELINQUENT ACCOUNT PAYMENT PLANS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SCRIVENERS ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2023-11 was made by Councilman Scott Stiltner and seconded by Councilman Drew Bastian.

Mr. McKinney provided a brief overview of the Ordinance and answered questions from Council.

Motion carried unanimously by roll call vote.

17. First Reading - Ordinance No. 2023-16 - Land Development Code Amendment/Chapter 21 - Update to City Impact Fees (Case No. DCAM-23-0001)

Mayor Don Burnette read Ordinance No. 2023-16.

ORDINANCE NO. 2023-16

AN ORDINANCE OF CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING AND CONSOLIDATING CERTAIN PROVISIONS OF CHAPTER 21 OF THE CITY'S LAND DEVELOPMENT CODE RELATED TO IMPACT FEES IMPOSED BY THE CITY OTHER THAN WATER AND SEWER DEVELOPMENT FEES; PROVIDING FOR UNIFORMITY AND CONSISTENCY OF IMPACT FEE ADMINISTRATION AND PROCEDURES; PROVIDING FOR REORGANIZATION, REVISIONS, ADDITIONS AND DELETIONS TO EFFECTUATE CONSOLIDATION OF THE IMPACT FEE CODE PROVISIONS; ADOPTING UPDATED SCHEDULES OF FIRE/RESCUE IMPACT FEES, TRANSPORTATION IMPACT FEES, AND PARKS AND RECREATION IMPACT FEES; PROVIDING FOR THE

IMPOSITION OF POLICE IMPACT FEES; ADOPTING A SCHEDULE OF POLICE IMPACT FEES AND CLASSIFYING USES OF PROPERTY SUBJECT TO SUCH IMPACT FEES; PROVIDING DEFINITIONS, RULES OF CONSTRUCTION AND FINDINGS; PROVIDING FOR THE USE OF IMPACT FEE MONIES COLLECTED; PROVIDING FOR EXEMPTIONS IN CONNECTION WITH IMPACT FEES; PROVIDING FOR THE CALCULATION OF ALTERNATIVE IMPACT FEES; PROVIDING FOR CHANGES OF SIZE AND USE; PROVIDING FOR PAYMENT AND COLLECTION OF IMPACT FEES; PROVIDING FOR IMPACT FEE CREDITS; REQUIRING PERIODIC REVIEW OF IMPACT FEE STUDIES AND THIS ORDINANCE; DECLARATION OF EXCLUSION FROM THE ADMINISTRATIVE PROCEDURE ACT; PROVIDING FOR NOTICE OF THE UPDATED SCHEDULES OF FIRE/RESCUE IMPACT FEES, TRANSPORTATION IMPACT FEES, AND PARKS AND RECREATION IMPACT FEES AND FOR THE IMPOSITION OF POLICE IMPACT FEES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2023-16 was made by Councilman Scott Stiltner and seconded by Councilman Drew Bastian.

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

Motion carried unanimously by roll call vote.

18. First Reading - Ordinance No. 2023-17 - Second Amendment to Restated First Amendment to the Master Development Agreement for Nova Depot Planned Commercial Development

Mayor Don Burnette read Ordinance No. 2023-17.

ORDINANCE NO. 2023-17

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, APPROVING THE SECOND AMENDMENT TO RESTATED FIRST AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT NOVA DEPOT PLANNED COMMERCIAL DEVELOPMENT; PROVIDING FOR THE REPEAL

OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY OF; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2023-17 was made by Councilman Scott Stiltner and seconded by Councilman Drew Bastian.

Penelope Cruz, Planning Manager, provided details of the Ordinance and answered questions from Council.

Motion carried unanimously by roll call vote.

19. First Reading - Ordinance No. 2023-18 - Land Development Code Amendment/Chapters 2, 3, 9, and 10 - Code Clean-Up Amendment (CASE NO.: DCAM-23-0002)

Mayor Don Burnette read Ordinance No. 2023-18.

ORDINANCE NO. 2023-18

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING THE LAND DEVELOPMENT CODE CHAPTERS 2, 3, 9, AND 10 RELATING TO DEFINITIONS AND INTERPRETATIONS, CLAIRFYING DEVELOPMENT APPLICATIONS CONSIDERED TO BE MAJOR DEVELOPMENTS; ADJUSTING RESUBMITTAL TIMEFRAMES; CLARIFYING REQUIREMENTS FOR MEETINGS AND MEMEBERSHIP OF STAFF DEVELOPMENT REVIEW COMMITTEE (SDRC); RENAMING CHANGE OF GRADE PERMIT TO MINOR ENGINEERING PERMIT AND CLARIFYING WHAT IS INCLUDED; REMOVING OUTDATED REFERENCES TO STORMWATER MANAGEMENT PERMIT AND WETLANDS ALTERATION PERMIT; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Motion to approve Ordinance No. 2023-18 was made by Councilman Scott Stiltner and seconded by Councilman Drew Bastian.

Ms. Cruz provided details of the Ordinance and answered questions from Council.

Robert Reinhausen, resident, commented on the definitions for the minor engineering permit and the wetlands alteration permit.

Motion carried unanimously by roll call vote.

ADDITIONAL ITEMS

20. City Attorney

There was nothing further.

21. City Manager

There was nothing further.

COUNCIL COMMITTEE REPORTS

22. City Council Committee Reports

a. First Step Shelter - Mayor Donald Burnette

Mayor Don Burnette provided details from their recent meeting.

b. Roundtable of Elected Officials - Mayor Donald Burnette

Mayor Don Burnette provided details from their recent meeting.

c. Port Orange/South Daytona Chamber of Commerce - Mayor Donald Burnette

Mayor Don Burnette had Ms. Heegan provide details of upcoming events.

d. Arthaus - Vice Mayor Reed Foley

There was no report as Vice Mayor Reed Foley was absent.

ADJOURNMENT – 7:50 p.m.

Attest:

Mayor Donald O. Burnette

Robin Fenwick, MMC
City Clerk



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 12/5/2023

SUBJECT: (B8a) Approval of Contract to Purchase 819 Madeline Avenue

DEPARTMENT: Public Utilities

GOAL: 1 - Public Safety
2 - Infrastructure

RECOMMENDED MOTION: Move to approve the purchase of real property located at 819 Madeline Avenue for \$320,000 plus authorize an additional \$5,000 for estimated closing costs; and authorize the Mayor and City Clerk to execute all necessary documents.

SUMMARY: The Public Utilities Department is requesting City Council approval to purchase the property located at 819 Madeline Avenue for \$320,000 plus authorize an additional \$5,000 for estimated closing costs. City staff contracted with a local appraisal company to provide a report on the fair market value of the property. The seller is offering the property at \$320,000, 3.23% above the appraised value.

The purchase of the 2.7-acre property at 819 Madeline Ave. is a strategic move that provides several benefits for the city. One significant advantage is the planned relocation of the current lift station on Sugar House Blvd. This relocation is crucial due to the history of flooding incidents, particularly during severe weather events such as Hurricane Matthew, Ian, and Irma.

By moving the lift station to 819 Madeline Ave., the city aims to achieve several positive outcomes. Firstly, this will mitigate the risk of lift station flooding during tropical storms or hurricanes. The new location will enhance the resiliency of the lift station, addressing the issues that the current station faces with flooding. The relocation of the lift station will also contribute to improved traffic safety on Sugar House Blvd. The current placement of the lift station in the median poses challenges for visibility, and moving it to 819 Madeline Ave. will eliminate this issue.

In addition to the lift station relocation, the 819 Madeline Ave. property will be utilized for the construction of a stormwater pond. This is a vital component of the city's infrastructure planning, especially considering the challenges faced by areas developed in the 1970s and 1980s before the implementation of current stormwater requirements. These areas have experienced flooding multiple times, with the most recent instance being due to Hurricane Ian in 2022. The proposed stormwater pond will serve the purpose of storing and treating stormwater runoff from Madeline Ave. east of Nova Rd. and portions of the Sugar Forest neighborhood. This measure aligns with contemporary

stormwater management practices and aims to mitigate the impact of flooding in these areas. The design and construction of the stormwater pond will be a future capital improvement project for the city.

Wetland Mitigation funds will be utilized for the acquisition of this property.

819 Madeline Ave



PRESENTER: Steve Parnell

ATTACHMENTS:

1.	Contract Signed by Sellers CM	Contract Signed by Sellers CM.pdf
2.	Proof of publication	Proof of publication.pdf

Robin Fenwick	Created/Initiated - 11/13/2023
Steve Parnell	Approved - 11/13/2023
Tom DiEulio	Approved - 11/14/2023
Junos Reed	Approved - 11/14/2023
John McKinney	Approved - 11/14/2023
Shannon Balmer	Approved - 11/16/2023
Wayne Clark	Approved - 11/21/2023
Tracee Cody	Final Approval - 11/21/2023



**OPTION TO PURCHASE CONTRACT AND
CONTRACT FOR SALE AND PURCHASE
OF REAL PROPERTY**

THIS OPTION TO PURCHASE CONTRACT AND CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY, hereinafter, the "Contract" is made and entered into this _____ day of _____, 2023, between Kevin T. Lewis and Brandon K. Lewis, whose post office address is 800 Del Prado Lane, Port Orange, FL 32129, and Briana N. Lewis, a married person, whose post office address is 3470 Apple Orchard Dr, Deltona, FL 32738, hereinafter referred to as "Seller"; and CITY OF PORT ORANGE, FLORIDA, a municipal corporation, mailing address: c/o City Manager, 1000 City Center Circle, Port Orange FL 32129-4144, hereinafter referred to as "Purchaser." All references in this Contract to the singular shall include the plural where applicable.

For good and valuable consideration in the amount of One Hundred and NO/100 Dollars (\$100.00), issuance of which will be requested immediately upon execution of the Option to Purchase Contract by Seller and City Manager, and may be picked up by Seller upon notice by the City, the parties agree as follows:

1. Subject to the exercise of the Option to Purchase Contract, hereinafter "Option", evinced by City Council approval as set forth in Section 16, Seller agrees to sell and Purchaser agrees to purchase the following described real estate, with its appurtenances, located at 819 Madeline Avenue, Port Orange, County of Volusia, State of Florida:

The East 396 feet of the South 1/2 of Lot 3, Block 10, Map of Dun-Lawton, according to the map or plat thereof, as recorded in Deed Book M, Page(s) 187, also recorded in Map Book 14, Pages 82 and 83, of the Public Records of Volusia County, Florida

Also being identified as Parcel Number 6337-01-10-0031; the subject real estate being hereinafter referred to as the "Property".

General Description and Vicinity of Property: vacant property located generally at the northwest corner of Madeline Avenue and Pepper Hill Road, Port Orange, Volusia County, Florida.

Tangible Personal Property and Fixtures: If applicable, prior to the date of closing, Seller shall remove all personal property, furnishings, appliances, fixtures, and miscellaneous debris; and shall secure all exterior openings of the structure. Upon closing, any Tangible Personal Property and Fixtures, as defined herein, remaining on the Property shall be the property of the Purchaser

and Seller shall have no further right of removal.

Conveyance by the Seller and Purchase by the Purchaser of the above-described Property is subject to the *Standards for Real Estate Transactions* set forth on the form contract approved by The Florida Bar and The Florida Association of Realtors, Inc., attached hereto as **Exhibit "A."** In the event of a conflict between the terms of the Contract and the terms contained in **Exhibit "A"**, this Contract shall control.

2. Purchase Price and Method of Payment. The purchase price payable to Seller is as follows:

- (a) The Purchase Price for the Property is: **Three Hundred Twenty Thousand and NO/100 Dollars (\$320,000.00)**; and
- (b) Upon approval by City Council and execution of the Contract for Purchase by the Mayor and the City Clerk, a good faith deposit of Two Hundred Fifty and No/100 Dollars (\$250.00), shall be paid to and held in trust by Columbia Title Research Corporation Trust Account, 200 Forest Lake Boulevard, Daytona Beach, FL 32119; referred to as "Escrow Agent," delivered within three days of City Council approval, and upon the closing of this transaction, to be delivered to Seller at the time of closing; and
- (c) The total Purchase Price, which includes the Purchaser's good faith deposit of Two Hundred Fifty and No/100 Dollars (\$250.00), and less expenses and prorations as provided in Standard K and Standard L, and as otherwise agreed herein, delivered by wire transfer payable to the order of Seller, to be delivered at the time of closing.

3. Title and Survey.

- (a) **Marketable Title.** Seller shall convey to Purchaser marketable title to the Property, determined in accordance with the Title Standards in **Exhibit "A"**.
- (b) **Title Insurance and Commitment.** Not later than Five (5) days after approval by City Council, said date being December 11, 2023, Seller shall cause to be delivered to the City Attorney's Office, on behalf of the Purchaser, a title insurance commitment, in accordance with Standard "A" of **Exhibit "A"**, covering the Property, together with legible copies of all recorded documents referenced therein, along with a special assessment and real property tax search (the "Commitment"). An Owner's ALTA policy, insuring Purchaser for the full amount of the purchase price against loss or damage by reason of defect in the title of Seller in the Property shall be delivered to Purchaser at the time of closing.
- (c) **Survey.** Purchaser, at Purchaser's expense, may have the Property surveyed and certified by a registered Florida Surveyor in accordance with Standard "C" of **Exhibit "A"**. Within Five days of execution by the City

Manager, Seller shall provide an existing survey dated March 17, 2021, in hardcopy or electronic form, that may be updated and certified to the City, for City's use, at the City's discretion and sole expense. Purchaser shall have Five (5) days from City Council approval to examine the condition of the Seller's title to the Property, said date being December 11, 2023, by 5:00 pm EST, ("Inspection Period").

If the Commitment or Survey reflects that title to the Property is subject to exceptions or survey matters that the Purchaser finds unacceptable, then the Purchaser shall, prior to the expiration of the Inspection Period, give written notice of the specific title defects ("Title Objections"). If Purchaser does not timely object to the exceptions listed in the Commitment, then Purchaser shall be deemed to have waived any right to disapprove of any exceptions contained therein and said exceptions shall be deemed to be permitted exceptions ("Permitted Exceptions"). If Purchaser gives such notice of Title Objections, Seller shall have Five (5) calendar days from the receipt of such notice to cure the Title Objections so specified (the "Curative Period") or to provide notice that it has declined to cure such matters. If Seller is unable, or unwilling, to correct such objections within the Curative Period, then Purchaser shall have the option to accept the title in its existing condition or terminate this Contract by sending written notice of termination prior to the end of the Curative Period. and proceed with the transaction. In such instance, the Initial Deposit provided in Section 2(b) to the Escrow Agent shall be released forthwith to the Purchaser and neither party shall have any further obligations under this Contract, except which expressly survive termination.

4. Taxes and assessments. Seller agrees to pay before delinquency all taxes, assessments and utility charges, if any, which may be due currently or may hereafter become due on the premises until and including the day of closing.

5. Risk of loss. Risk of loss or damage to the Property by fire or other casualty between the date of this Contract and Closing shall be and is assumed by Seller.

6. Rental Agreements. Seller warrants that no other persons have any right to possession of the Property and the Seller shall not enter into any Lease or other instrument granting possessory rights subsequent to the execution of this Contract.

7. Deed. Seller agrees, upon full payment of the purchase price in the manner herein specified, to make, execute and deliver to Purchaser a good and sufficient warranty deed to the Property.

8. Closing. Closing shall take place in Volusia County, Florida at the office of the

Escrow Agent on or before **December 22, 2023**, following the approval of this Contract by the Port Orange City Council. The date of closing may be extended upon mutual agreement of the parties. At the closing, Seller shall provide Purchaser with the deed to the Property and other documents in accordance with Standard J of **Exhibit "A"**. Following the closing, Purchaser shall have the right to exclusive possession of the Property.

9. Closing Costs. Seller shall pay all closing costs, except for title insurance premium, including but not limited to, Florida documentary tax stamps, document preparation, and recording instruments to cure title defects. Costs of title insurance premium, environmental audits, surveys, and other inspections shall be paid by the Purchaser.

10. Fees. For the purpose of brokerage fees, Purchaser and Seller have not utilized the services of a Florida Real Estate Broker. Purchaser shall be responsible for the appraisal report prepared at its request, and Seller shall be responsible for fees incurred of Seller's independent review of this Contract by attorneys, engineers, and other professionals, if any.

11. Environmental Audit. For the period beginning with the date the Option is executed by the City Manager and continuing until the expiration of the Inspection Period, Purchaser shall have the right to conduct an environmental audit of the Property which audit shall be certified to Purchaser. In the event the environmental audit detects the presence of any hazardous materials, unique prehistoric or historic artifacts, relics, or structures of archaeological value, or of the remains of deceased persons interred therein on the Property, Purchaser, at its sole option, may elect to terminate this Contract prior to the expiration of the Inspection Period and neither party shall have any further obligations under this Contract. For purposes of this Contract, "hazardous materials" shall mean any hazardous or toxic substance, material or waste of any kind or any other substance which is regulated by any federal, state or local environmental laws, statutes, ordinances, rules, regulations, restrictions or orders relating to liability or standards of conduct.

12. Purchaser's Intended Use of the Property. The restrictions, easements, leases, if any, and limitations of record shall not prevent the Purchaser from exercising its rights for its intended use of the Property including all lawful purposes consistent with the local zoning regulations and the elimination and prevention of the development or spread of slums and urban blight. In the event that Purchaser determines that the Property cannot be used for its intended purposes, then the Purchaser shall be entitled to terminate this Contract prior to the expiration of the Inspection Period. Purchaser shall disclose to seller in detail what the reasons are that the Property cannot be used for its intended purposes.

13. Default by Seller. If Seller is unable to convey marketable title to the Property in accordance with the terms of this Contract, or otherwise fails to perform this Contract within the time specified for closing or any extension thereof, the costs of examining the title, surveying the Property, and inspecting and auditing the Property shall, at the option of Purchaser, be paid by Seller to Purchaser on demand. Service of such demand shall be made by certified mail, return receipt requested to Seller as identified and at their respective mailing address shown above,

with a copy to Seller's agent or other authorized representative as Seller may indicate in writing to Purchaser. Purchaser shall have the right of specific performance and all other remedies at law or equity. Election of any options by Purchaser or failure of Purchaser to exercise any rights granted by this Contract shall not be construed as a waiver of any action for damages resulting from Seller's default.

14. Other Offers to Purchase. Seller acknowledges there are no existing contracts or options to purchase on said Property as of execution of this Option to Purchase Contract and Contract to Sale and Purchase of Real Property.

15. Access to Property. Seller agrees to allow Purchaser and Purchaser's employees, consultants, agents and representatives access to the Property via Pepper Hill Road ONLY during the inspection period upon execution of this Contract by Seller and extending to the time of closing for the purpose of conducting surveys, environmental audits and inspections of the premises. Seller shall not be responsible for any cost, expense, damage or liability to Purchaser's employees, consultants, agents, and representatives as a result of accessing the property. Where practical, prior notice via telephone shall be provided from Purchaser to Seller anytime Purchaser's employees, consultants, agents, and representatives will be accessing the property.

16. Option to Purchase and Approval of Contract for Sale and Purchase of Real Property. Upon execution of this Option by the Seller and the City Manager, the City of Port Orange shall have the option for sixty (60) days to exercise the option to purchase the property described herein and in accordance with the terms described herein. The City Manager's signature on this Option shall not bind the City of Port Orange for the purchase of the Property until approved by the City Council. The City Council of the City of Port Orange may exercise the Option in a public meeting after 30 days' public notice, by casting a majority vote of the City Council in favor of exercising the option and by the Mayor and City Clerk duly executing this Contract. If this Contract is not approved by the City Council on or before the 60th day after execution of the Option by the City Manager, then the City shall provide written notice to Seller and the Escrow Agent and thereafter the City shall not be responsible for any other cost, expense, damage or liability and the parties shall both be discharged and released from any further responsibility under this Contract.

17. Effective Date. The Effective Date of the Option to Purchase Contract shall be the date the Option to Purchase Contract executed by the Seller and the City Manager, based on the date of the last signature received. The Effective Date for the Purchase Contract shall be the date of approval by the City Council for the City of Port Orange, Florida; such approval shall be evidenced by the signing of the Mayor and the City Clerk.

18. Counterparts. This Contract 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

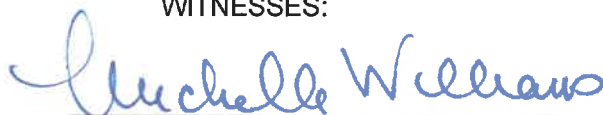
same instrument. The electronic transmittal of an executed copy of this Contract shall be deemed valid as if an original signature was delivered.

This Option to Purchase Contract and Contract for Sale and Purchase of Real Property is executed by the parties as of the respective dates shown below.

**FOR THE OPTION TO PURCHASE CONTRACT AND
CONTRACT FOR SALE AND PURCHASE OF REAL
PROPERTY**

WITNESSES:

SELLER:



First Witness Signature Above, Printed Name Below:

Michelle Williams



Second Witness Signature Above, Printed Name Below:

Katie Sawicki

By

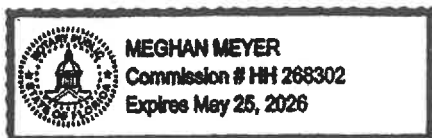


Kevin T. Lewis

Date: October 24, 2023

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Option to Purchase Contract and Contract for Sale and Purchase of Real Property was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 24 day of October, 2023, by **Kevin T. Lewis**, the Seller named in the foregoing Contract, who (Notary, please check as applicable): ☐ took an oath or ☒ did not take an oath; and who ☐ is/are personally known to me or ☒ has produced ID as identification.





Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

FOR THE OPTION TO PURCHASE CONTRACT AND
CONTRACT FOR SALE AND PURCHASE OF REAL
PROPERTY

WITNESSES:

SELLER:

Michelle Williams
First Witness Signature Above, Printed Name Below:

Michelle Williams

Katie Sawicki
Second Witness Signature Above, Printed Name Below:

Katie Sawicki

By:

Brandon K. Lewis

Date: October 24, 2023

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Option to Purchase Contract and Contract for Sale and Purchase of Real Property was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 24 day of October, 2023, by **Brandon K. Lewis**, the Seller named in the foregoing Contract, who (Notary, please check as applicable): ☐ took an oath or ☒ did not take an oath; and who ☐ is/are personally known to me or ☒ has produced ID as identification.



Meghan Meyer
Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

FOR THE OPTION TO PURCHASE CONTRACT AND
CONTRACT FOR SALE AND PURCHASE OF REAL
PROPERTY

WITNESSES:

SELLER:

Erica Campbell
First Witness Signature Above, Printed Name Below:

By: Briana N. Lewis
Briana N. Lewis

Erica Campbell
Second Witness Signature Above, Printed Name Below:

James Carter

Date: October 23, 2023

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Option to Purchase Contract and Contract for Sale and Purchase of Real Property was acknowledged before me by means of ☒ physical presence or ☐ online notarization this 23rd day of October, 2023, by **Briana N. Lewis**, the Seller named in the foregoing Contract, who (Notary, please check as applicable): ☐ took an oath or ☐ did not take an oath; and who ☒ is/are personally known to me or ☐ has produced _____ as identification.

Angela E. Carter
Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date



FOR THE OPTION TO PURCHASE CONTRACT:

WITNESSES:


First Witness Signature Above, Printed Name Below:
Robin Fenwick


Second Witness Signature Above Printed Name Below:
Michelle Williams

CITY OF PORT ORANGE

By: 
Wayne Clark, City Manager

Date: 10/26/2023

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Option to Purchase Contract was acknowledged before me by means of [XX] physical presence or ☐ online notarization this 26 day of October, 2023, by Wayne Clark, the City Manager for the City of Port Orange, Florida, who (Notary, please check as applicable): ☐ took an oath or ☒ did not take an oath; and who ☒ is personally known to me or ☐ has produced _____ as identification.



Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date



TRACEE CODY
Commission # HH 263672
Expires May 11, 2026

WITNESSES:

**CONTRACT FOR SALE AND PURCHASE
OF REAL PROPERTY:**

PURCHASER:
CITY OF PORT ORANGE, FLORIDA,
a chartered municipal corporation

First Witness Signature Above, Printed Name Below:

By: _____
Donald O. Burnette, Mayor

First Witness Signature Above, Printed Name Below:

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

Witnesses as to Both

Date: _____, 2023

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Contract was acknowledged before me by means of [XX] physical presence or [] online notarization this ____ day of _____, 2023, by Donald O. Burnette as Mayor and Robin L. Fenwick as City Clerk, both of the **City of Port Orange, Florida**, a chartered municipal corporation, on behalf of the city. They are personally known to me.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

EXHIBIT "A"

STANDARDS FOR REAL ESTATE TRANSACTIONS

126
127 **A. TITLE INSURANCE:** The Title Commitment shall be issued by a Florida licensed title insurer agreeing to issue Buyer, upon recording of the deed to Buyer, an
128 owner's policy of title insurance in the amount of the purchase price, insuring Buyer's marketable title to the Real Property, subject only to matters contained in
129 Paragraph VII and those to be discharged by Seller at or before Closing. Marketable title shall be determined according to applicable Title Standards adopted by
130 authority of The Florida Bar and in accordance with law. Buyer shall have 5 days from date of receiving the Title Commitment to examine it, and if title is found defec-
131 tive, notify Seller in writing specifying defect(s) which render title unmarketable. Seller shall have 30 days from receipt of notice to remove the defects, failing which
132 Buyer shall, within 5 days after expiration of the 30 day period, deliver written notice to Seller either: (1) extending the time for a reasonable period not to exceed 120
133 days within which Seller shall use diligent effort to remove the defects; or (2) requesting a refund of deposit(s) paid which shall be returned to Buyer. If Buyer fails to
134 so notify Seller, Buyer shall be deemed to have accepted the title as it then is. Seller shall, if title is found unmarketable, use diligent effort to correct defect(s) within
135 the time provided. If, after diligent effort, Seller is unable to timely correct the defects, Buyer shall either waive the defects, or receive a refund of deposit(s), thereby
136 releasing Buyer and Seller from all further obligations under this Contract. If Seller is to provide the Title Commitment and it is delivered to Buyer less than 5 days prior
137 to Closing, Buyer may extend Closing so that Buyer shall have up to 5 days from date of receipt to examine same in accordance with this Standard.

138 **B. PURCHASE MONEY MORTGAGE; SECURITY AGREEMENT TO SELLER:** A purchase money mortgage and mortgage note to Seller shall provide for a
139 30 day grace period in the event of default if a first mortgage and a 15 day grace period if a second or lesser mortgage; shall provide for right of prepayment
140 in whole or in part without penalty; shall permit acceleration in event of transfer of the Real Property; shall require all prior liens and encumbrances to be kept
141 in good standing; shall forbid modifications of, or future advances under, prior mortgage(s); shall require Buyer to maintain policies of insurance containing a
142 standard mortgagee clause covering all improvements located on the Real Property against fire and all perils included within the term "extended coverage
143 endorsements" and such other risks and perils as Seller may reasonably require, in an amount equal to their highest insurable value; and the mortgage, note
144 and security agreement shall be otherwise in form and content required by Seller, but Seller may only require clauses and coverage customarily found in mort-
145 gages, mortgage notes and security agreements generally utilized by savings and loan institutions or state or national banks located in the county wherein the
146 Real Property is located. All Personal Property and leases being conveyed or assigned will, at Seller's option, be subject to the lien of a security agreement evi-
147 denced by recorded or filed financing statements or certificates of title. If a balloon mortgage, the final payment will exceed the periodic payments thereon.

148 **C. SURVEY:** Buyer, at Buyer's expense, within time allowed to deliver evidence of title and to examine same, may have the Real Property surveyed and certified
149 by a registered Florida surveyor. If the survey discloses encroachments on the Real Property or that improvements located thereon encroach on setback lines, ease-
150 ments, lands of others or violate any restrictions, Contract covenants or applicable governmental regulations, the same shall constitute a title defect.

151 **D. WOOD DESTROYING ORGANISMS:** "Wood Destroying Organisms" (WDO) shall be deemed to include all wood destroying organisms required to be report-
152 ed under the Florida Structural Pest Control Act, as amended. Buyer, at Buyer's expense, may have the Property inspected by a Florida Certified Pest Control Operator
153 ("Operator") within 20 days after the Effective Date to determine if there is any visible active WDO infestation or visible damage from WDO infestation, excluding fences.
154 If either or both are found, Buyer may within said 20 days (1) have cost of treatment of active infestation estimated by the Operator; (2) have all damage inspected
155 and cost of repair estimated by an appropriately licensed contractor; and (3) report such cost(s) to Seller in writing. Seller shall cause the treatment and repair of all
156 WDO damage to be made and pay the costs thereof up to the amount provided in Paragraph XII(a). If estimated costs exceed that amount, Buyer shall have the
157 option of canceling this Contract by giving written notice to Seller within 20 days after the Effective Date, or Buyer may elect to proceed with the transaction and
158 receive a credit at Closing equal to the amount provided in Paragraph XII(a). If Buyer's lender requires an updated WDO report, then Buyer shall, at Buyer's expense,
159 have the opportunity to have the Property re-inspected for WDO infestation and have the cost of active infestation or new damage estimated and reported to Seller
160 in writing at least 10 days prior to Closing, and thereafter, Seller shall cause such treatment and repair to be made and pay the cost thereof; provided, Seller's total
161 obligation for treatment and repair costs required under both the first and second inspection shall not exceed the amount provided in Paragraph XI (a).

162 **E. INGRESS AND EGRESS:** Seller warrants and represents that there is ingress and egress to the Real Property sufficient for its intended use as described
163 in Paragraph VII hereof and title to the Real Property is insurable in accordance with Standard A without exception for lack of legal right of access.

164 **F. LEASES:** Seller shall, at least 10 days before Closing, furnish to Buyer copies of all written leases and estoppel letters from each tenant specifying the nature
165 and duration of the tenant's occupancy, rental rates, advanced rent and security deposits paid by tenant. If Seller is unable to obtain such letter from each ten-
166 ant, the same information shall be furnished by Seller to Buyer within that time period in the form of a Seller's affidavit, and Buyer may thereafter contact ten-
167 ant to confirm such information. If the terms of the leases differ materially from Seller's representations, Buyer may terminate this Contract by delivering written
168 notice to Seller at least 5 days prior to Closing. Seller shall, at Closing, deliver and assign all original leases to Buyer.

169 **G. LIENS:** Seller shall furnish to Buyer at time of Closing an affidavit attesting to the absence, unless otherwise provided for herein, of any financing statement,
170 claims of lien or potential lienors known to Seller and further attesting that there have been no improvements or repairs to the Real Property for 90 days imme-
171 diately preceding date of Closing. If the Real Property has been improved or repaired within that time, Seller shall deliver releases or waivers of construction
172 liens executed by all general contractors, subcontractors, suppliers and materialmen in addition to Seller's lien affidavit setting forth the names of all such gen-
173 eral contractors, subcontractors, suppliers and materialmen, further affirming that all charges for improvements or repairs which could serve as a basis for a
174 construction lien or a claim for damages have been paid or will be paid at the Closing of this Contract.

175 **H. PLACE OF CLOSING:** Closing shall be held in the county wherein the Real Property is located at the office of the attorney or other closing agent ("Closing
176 Agent") designated by the party paying for title insurance, or, if no title insurance, designated by Seller.

177 **I. TIME:** Calendar days shall be used in computing time periods except periods of less than six (6) days, in which event Saturdays, Sundays and state or nation-
178 al legal holidays shall be excluded. Any time periods provided for herein which shall end on a Saturday, Sunday, or a legal holiday shall extend to 5:00 p.m. of the
179 next business day. Time is of the essence in this Contract.

180 **J. CLOSING DOCUMENTS:** Seller shall furnish the deed, bill of sale, certificate of title, construction lien affidavit, owner's possession affidavit, assignments of leases,
181 tenant and mortgagee estoppel letters and corrective instruments. Buyer shall furnish mortgage, mortgage note, security agreement and financing statements.

182 **K. EXPENSES:** Documentary stamps on the deed and recording of corrective instruments shall be paid by Seller. All costs of Buyer's loan (whether obtained
183 from Seller or third party), including, but not limited to, documentary stamps and intangible tax on the purchase money mortgage and any mortgage assumed,
184 mortgagee title insurance commitment with related fees, and recording of purchase money mortgage to Seller, deed and financing statements shall be paid by
185 Buyer. Unless otherwise provided by law or rider to this Contract, charges for related closing services, title search, and closing fees (including preparation of
186 closing statement), shall be paid by the party responsible for furnishing the title evidence in accordance with Paragraph V.

187 **L. PRORATIONS; CREDITS:** Taxes, assessments, rent, interest, insurance and other expenses of the Property shall be prorated through the day before Closing.
188 Buyer shall have the option of taking over existing policies of insurance, if assumable, in which event premiums shall be prorated. Cash at Closing shall be increased
189 or decreased as may be required by prorations to be made through day prior to Closing, or occupancy, if occupancy occurs before Closing. Advance rent and
190 security deposits will be credited to Buyer. Escrow deposits held by mortgagee will be credited to Seller. Taxes shall be prorated based on the current year's tax
191 with due allowance made for maximum allowable discount, homestead and other exemptions. If Closing occurs at a date when the current year's millage is not
192 fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not
193 available, then taxes will be prorated on prior year's tax. If there are completed improvements on the Real Property by January 1st of year of Closing, which improve-
194 ments were not in existence on January 1st of prior year, then taxes shall be prorated based upon prior year's millage and at an equitable assessment to be agreed
195 upon between the parties; failing which, request shall be made to the County Property Appraiser for an informal assessment taking into account available exemp-
196 tions. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of current year's tax bill.

197 **M. (RESERVED - purposely left blank)**

198 **N. INSPECTION AND REPAIR:** Seller warrants that the ceiling, roof (including the fascia and soffits), and exterior and interior walls, and foundation of the Property
199 do not have any visible evidence of leaks, water damage, or structural damage and that dockage, seawalls, septic tank, pool, all appliances, mechanical items,
FAR/BAR-8 Rev. 9/07 © 2007 Florida Association of REALTORS® and The Florida Bar All Rights Reserved Page 3 of 4

STANDARDS FOR REAL ESTATE TRANSACTIONS (CONTINUED)

heating, cooling, electrical, plumbing systems, and machinery are in Working Condition. The foregoing warranty shall be limited to the items specified unless otherwise provided in an addendum. Buyer may inspect, or, at Buyer's expense, have a firm or individual specializing in home inspections and holding an occupational license for such purpose (if required), or by an appropriately licensed Florida contractor, make inspections of, those items within 20 days after the Effective Date. Buyer shall, prior to Buyer's occupancy but not more than 20 days after Effective Date, report in writing to Seller such items that do not meet the above standards as to defects. Unless Buyer timely reports such defects, Buyer shall be deemed to have waived Seller's warranties as to defects not reported. If repairs or replacements are required to comply with this Standard, Seller shall cause them to be made and shall pay up to the amount provided in Paragraph XII (b). Seller is not required to make repairs or replacements of a Cosmetic Condition unless caused by a defect Seller is responsible to repair or replace. If the cost for such repair or replacement exceeds the amount provided in Paragraph XII (b), Buyer or Seller may elect to pay such excess, failing which either party may cancel this Contract. If Seller is unable to correct the defects prior to Closing, the cost thereof shall be paid into escrow at Closing. For purposes of this Contract: (1) "Working Condition" means operating in the manner in which the item was designed to operate; (2) "Cosmetic Condition" means aesthetic imperfections that do not affect the Working Condition of the item, including, but not limited to: pitted marcite or other pool finishes; missing or torn screens; fogged windows; tears, worn spots, or discoloration of floor coverings, wallpaper, or window treatments; nail holes, scratches, dents, scrapes, chips or caulking in ceilings, walls, flooring, fixtures, or mirrors; and minor cracks in floors, tiles, windows, driveways, sidewalks, or pool decks; and (3) cracked roof tiles, curling or worn shingles, or limited roof life shall not be considered defects Seller must repair or replace, so long as there is no evidence of actual leaks or leakage or structural damage, but missing tiles will be Seller's responsibility to replace or repair.

O. RISK OF LOSS: If, after the Effective Date, the Property is damaged by fire or other casualty ("Casualty Loss") before Closing and cost of restoration (which shall include the cost of pruning or removing damaged trees) does not exceed 1.5% of the Purchase Price, cost of restoration shall be an obligation of Seller and Closing shall proceed pursuant to the terms of this Contract and if restoration is not completed as of Closing, restoration costs will be escrowed at Closing. If the cost of restoration exceeds 1.5% of the Purchase Price, Buyer shall either take the Property as is, together with the 1.5% or receive a refund of deposit(s) thereby releasing Buyer and Seller from all further obligations under this Contract. Seller's sole obligation with respect to tree damage by casualty or other natural occurrence shall be the cost of pruning or removal.

P. CLOSING PROCEDURE: The deed shall be recorded upon clearance of funds. If the title agent insures adverse matters pursuant to Section 627.7841, F.S., as amended, the escrow and closing procedure required by this Standard shall be waived. Unless waived as set forth above the following closing procedures shall apply: (1) all closing proceeds shall be held in escrow by the Closing Agent for a period of not more than 5 days after Closing; (2) if Seller's title is rendered unmarketable, through no fault of Buyer, Buyer shall, within the 5 day period, notify Seller in writing of the defect and Seller shall have 30 days from date of receipt of such notification to cure the defect; (3) if Seller fails to timely cure the defect, all deposits and closing funds shall, upon written demand by Buyer and within 5 days after demand, be returned to Buyer and, simultaneously with such repayment, Buyer shall return the Personal Property, vacate the Real Property and reconvey the Property to Seller by special warranty deed and bill of sale; and (4) if Buyer fails to make timely demand for refund, Buyer shall take title as is, waiving all rights against Seller as to any intervening defect except as may be available to Buyer by virtue of warranties contained in the deed or bill of sale.

Q. ESCROW: Any Closing Agent or escrow agent (collectively "Agent") receiving funds or equivalent is authorized and agrees by acceptance of them to deposit them promptly, hold same in escrow and, subject to clearance, disburse them in accordance with terms and conditions of this Contract. Failure of funds to clear shall not excuse Buyer's performance. If in doubt as to Agent's duties or liabilities under the provisions of this Contract, Agent may, at Agent's option, continue to hold the subject matter of the escrow until the parties hereto agree to its disbursement or until a judgment of a court of competent jurisdiction shall determine the rights of the parties, or Agent may deposit same with the clerk of the circuit court having jurisdiction of the dispute. An attorney who represents a party and also acts as Agent may represent such party in such action. Upon notifying all parties concerned of such action, all liability on the part of Agent shall fully terminate, except to the extent of accounting for any items previously delivered out of escrow. If a licensed real estate broker, Agent will comply with provisions of Chapter 475, F.S., as amended. Any suit between Buyer and Seller wherein Agent is made a party because of acting as Agent hereunder, or in any suit wherein Agent interpleads the subject matter of the escrow, Agent shall recover reasonable attorney's fees and costs incurred with these amounts to be paid from and out of the escrowed funds or equivalent and charged and awarded as court costs in favor of the prevailing party. The Agent shall not be liable to any party or person for misdelivery to Buyer or Seller of items subject to the escrow, unless such misdelivery is due to willful breach of the provisions of this Contract or gross negligence of Agent.

R. ATTORNEY'S FEES; COSTS: In any litigation, including breach, enforcement or interpretation, arising out of this Contract, the prevailing party in such litigation, which, for purposes of this Standard, shall include Seller, Buyer and any brokers acting in agency or nonagency relationships authorized by Chapter 475, F.S., as amended, shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

S. FAILURE OF PERFORMANCE: If Buyer fails to perform this Contract within the time specified, including payment of all deposits, the deposit(s) paid by Buyer and deposit(s) agreed to be paid, may be recovered and retained by and for the account of Seller as agreed upon liquidated damages, consideration for the execution of this Contract and in full settlement of any claims; whereupon, Buyer and Seller shall be relieved of all obligations under this Contract; or Seller, at Seller's option, may proceed in equity to enforce Seller's rights under this Contract. If for any reason other than failure of Seller to make Seller's title marketable after diligent effort, Seller fails, neglects or refuses to perform this Contract, Buyer may seek specific performance or elect to receive the return of Buyer's deposit(s) without thereby waiving any action for damages resulting from Seller's breach.

T. CONTRACT NOT RECORDABLE; PERSONS BOUND; NOTICE; COPIES: Neither this Contract nor any notice of it shall be recorded in any public records. This Contract shall bind and inure to the benefit of the parties and their successors in interest. Whenever the context permits, singular shall include plural and one gender shall include all. Notice and delivery given by or to the attorney or broker representing any party shall be as effective as if given by or to that party. All notices must be in writing and may be made by mail, personal delivery or electronic media. A legible facsimile or electronic (including "pdf") copy of this Contract and any signatures hereon shall be considered for all purposes as an original.

U. CONVEYANCE: Seller shall convey marketable title to the Real Property by statutory warranty, trustee's, personal representative's, or guardian's deed, as appropriate to the status of Seller, subject only to matters contained in Paragraph VII and those otherwise accepted by Buyer. Personal Property shall, at the request of Buyer, be transferred by an absolute bill of sale with warranty of title, subject only to such matters as may be otherwise provided for herein.

V. OTHER AGREEMENTS: No prior or present agreements or representations shall be binding upon Buyer or Seller unless included in this Contract. No modification to or change in this Contract shall be valid or binding upon the parties unless in writing and executed by the parties intended to be bound by it.

W. SELLER DISCLOSURE: There are no facts known to Seller materially affecting the value of the Property which are not readily observable by Buyer or which have not been disclosed to Buyer.

X. PROPERTY MAINTENANCE; PROPERTY ACCESS; REPAIR STANDARDS; ASSIGNMENT OF CONTRACTS AND WARRANTIES: Seller shall maintain the Property, including, but not limited to lawn, shrubbery, and pool in the condition existing as of Effective Date, ordinary wear and tear and Casualty Loss excepted. Seller shall, upon reasonable notice, provide utilities service and access to the Property for appraisal and inspections, including a walk-through prior to Closing, to confirm that all items of Personal Property are on the Real Property and, subject to the foregoing, that all required repairs and replacements have been made, and that the Property has been maintained as required by this Standard. All repairs and replacements shall be completed in a good and workmanlike manner, in accordance with all requirements of law, and shall consist of materials or items of quality, value, capacity and performance comparable to, or better than, that existing as of the Effective Date. Seller will assign all assignable repair and treatment contracts and warranties to Buyer at Closing.

Y. 1031 EXCHANGE: If either Seller or Buyer wish to enter into a like-kind exchange (either simultaneous with Closing or deferred) with respect to the Property under Section 1031 of the Internal Revenue Code ("Exchange"), the other party shall cooperate in all reasonable respects to effectuate the Exchange, including the execution of documents; provided (1) the cooperating party shall incur no liability or expense related to the Exchange and (2) the Closing shall not be contingent upon, nor extended or delayed by, such Exchange.

FOR THE OPTION TO PURCHASE CONTRACT AND
CONTRACT FOR SALE AND PURCHASE OF REAL
PROPERTY

WITNESSES:

SELLER:

First Witness Signature Above, Printed Name Below:

By: _____
Briana N. Lewis

Second Witness Signature Above, Printed Name Below:

Date: _____, 2023

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing Option to Purchase Contract and Contract for Sale and Purchase of Real Property was acknowledged before me by means of ☒ physical presence or ☐ online notarization this _____ day of _____, 2023, by **Briana N. Lewis**, the Seller named in the foregoing Contract, who (*Notary, please check as applicable*): ☐ took an oath or ☐ did not take an oath; and who ☐ is/are personally known to me or ☐ has produced _____ as identification.

Notary Public, State of Florida at Large
Printed Name, Commission Seal and Term Expiration Date

Hometown News

Hometown News Media Group
P.O. Box 850
Ft Pierce FL 34954

Proof of Publication
Hometown News Media Group
Published weekly

This will certify that the attached ad ran in the
Hometown News Media Group issues of:

**New Smyrna Beach, Port Orange,
Ormond Beach, Deland, Deltona 11/03/23**

County of publication: Volusia
STATE OF FLORIDA
COUNTY OF St. Lucie

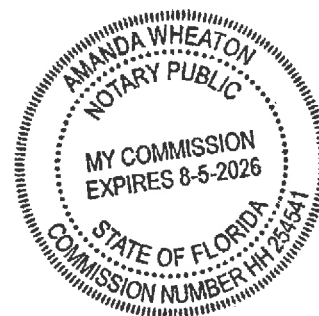
Before the undersigned authority personally appeared
Heather Donaldson, who on oath says the he/she is an
employee of Hometown News LLC, of St. Lucie County,
Florida; that the attached copy of advertisement, being a
legal notice in the matter of Public Notice in the
Port Orange Court, was published on the publicly accessible
website of Florida Public Notices County, Florida, or in a
newspaper by print in the issues of Port Orange
on 11/3/23. Affiant further says that the website or
newspaper complies with all legal requirements for
publication in chapter 50, Florida Statutes.

Sworn and subscribed before me on this 7 day
of November 2023,
by Heather Donaldson,
who is personally known to me or has
produced _____ as identification.

Notary: Amanda Wheaton

My commission expires: 8/5/26

Hometown News Media Group
Representative: **HD HEATHER DONALDSON**



Heather Donaldson



PUBLIC NOTICE

NOTICE IS HEREBY GIVEN of the commencement of a 30-day review period pursuant to Section 166.045, Florida Statutes prior to a public hearing to be held by the Port Orange City Council on December 5, 2023 at 6:30 p.m., or as soon thereafter as possible, in the Council Chambers, City Hall, 1000 City Center Circle, Port Orange, Florida at which time the City Council will consider final acceptance of an option contract for the purchase of the following described real property:

819 Madeline Avenue, Port Orange, County of Volusia, State of Florida, more particularly described as:

The East 396 feet of the South $\frac{1}{2}$ of Lot 3, Block 10, Map of Dun-Lawton, according to the map or plat thereof, as recorded in Deed Book M, Page(s) 187, also recorded in Map Book 14, Pages 82 and 83, of the Public Records of Volusia County, Florida. Parcel 6337-01-10-0031

A copy of this notice and the proposed contract are available for public inspection during regular business hours Monday through Friday from 8:00 a.m. to 5:00 p.m. in the City Clerk's office, first floor, City Hall, 1000 City Center Circle, Port Orange, Florida. All interested parties are invited to attend this meeting and voice comments regarding the transaction.

If a person decides to appeal any decision made by the City Council with respect to any matter considered at the above referenced meeting or hearing, he/she will need a record of the proceedings. For such purposes, it may be necessary 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.

Note: If you are a person with a disability who needs any accommodation in order to participate in these proceedings, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the City Clerk for the City of Port Orange, Florida, 32129, telephone number (386) 506-5563, within two working days after your receipt of this notice or five days prior to the meeting date. If you are hearing or voice impaired, contact the relay operator at 1-800-955-8771.

For further information about this transaction, please call (386) 506-5504, or contact Robin Fenwick, Assistant City Manager/City Clerk, 1000 City Center Cir., Port Orange, Florida. Office hours are Monday through Friday, 8:00 a.m. to 5:00 p.m.

s/ Robin Fenwick, MMC
Assistant City Manager/City Clerk
City of Port Orange



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 12/5/2023

SUBJECT: (B8b) Approval of the Sponsorship Agreement with Advent Health for a \$50,000.00 contribution toward the replacement of the gym floors for REC Courts 2 and 3

DEPARTMENT: Parks & Recreation

GOAL: 3 - Quality of Life
5 - Fiscal Sustainability
6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve the Sponsorship Agreement with Advent Health and authorize the Mayor and City Clerk to execute all necessary documents.

SUMMARY: Basketball Courts 2 and 3 at the REC need to be replaced. Advent Health has come forward with a \$50,000 sponsorship to assist with paying for the court replacement. Per Resolution No. 15-31, any sponsorship above \$10,000 must be approved by City Council.

The proposed sponsorship details are as follows:

Sponsorship Term: Life of the Gym Court (at least 15 years)

- REC Court 2 & 3 Floor - Logo placement on both courts, directly in front of the bleachers
- 3 Banners at the REC - 3' x 5' banners will hang in each of the 3 courts
- E-Banner at the REC - Scrolling e-banner on 3 highly visible screens throughout the REC
- REC Website - Recognition on the REC page of the City website as the Court Sponsor
- Social Media - Minimum 3 posts highlighting the unveiling of the new court will include Advent Health recognition

Total Sponsorship Investment: \$50,000

The cost to replace both courts 2 and 3 will be between \$150,000 - \$180,000. The additional funding is included in this year's Capital Improvement Plan.

PRESENTER: Susan Lovallo

ATTACHMENTS:

1.	Sponsorship Agreement AdventHelath 11-27-23	Sponsorship Agreement AdventHelath 11-27-23.pdf
----	---	---

Peter Ferreira	Created/Initiated - 11/8/2023
Susan Lovallo	Approved - 11/9/2023
John McKinney	Approved - 11/9/2023
Matthew Jones	Approved - 11/28/2023
Wayne Clark	Approved - 11/28/2023
Tracee Cody	Final Approval - 11/29/2023

PORT ORANGE PARKS AND RECREATION
SPONSORSHIP AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between the CITY OF PORT ORANGE, FLORIDA, a municipal corporation existing under the laws of the State of Florida (hereinafter "CITY"), and **ADVENTHEALTH** (hereinafter "SPONSOR"). The parties to this Agreement are CITY and SPONSOR.

WITNESSETH:

WHEREAS, the CITY operates sport and recreational facilities for the benefit and enjoyment of its citizens; and

WHEREAS, SPONSOR desires to contribute toward the replacement of Recreation, Education, Culture Center ("REC") GYM FLOORS IN courts 2 and 3 ("Courts") for the CITY Parks and Recreation Department;

WHEREAS, the CITY is willing to allow the placement of SPONSOR's logo on the gym floors of the Courts and recognize the SPONSOR in print and digital media to further recognize the SPONSOR for its contribution towards the replacement of REC gym floors in Courts 2 and 3.

NOW THEREFORE, in consideration of the mutual covenants and obligations undertaken by the parties as contained herein, and for other good and valuable consideration, the parties hereto agree as follows:

1. **Recitals.**

The above recitals are hereby incorporated in and made a part of this Agreement by this reference.

2. **Term.**

The term of this Agreement shall be for the life of the gym floors in REC Courts 2 and 3 from date of completed installation or Fifteen (15) years ("Term"), whichever is less, except as otherwise provided for herein.

3. **Sponsorship Name and/or Logo.**

All advertising and promotional materials produced, published, broadcast, displayed or exhibited by CITY with respect to the Sponsorship Rights shall acknowledge Sponsor in a manner agreed to by both parties.

A. In consideration of the Sponsorship Contribution, defined herein, the CITY agrees to recognize the SPONSOR by the following (collectively "Sponsorship Benefits"):

1. The exclusive placement of the SPONSOR's logo on the City's REC gym floors in Courts 2 and 3 directly in front of the bleachers with the understanding that no other court sponsorship will be allowed on the gym floors of REC Courts 2 and 3 for the Term of this Agreement. Sponsor is hereby deemed the official sponsor of the REC Courts 2 and 3 and shall enjoy exclusivity as to this Sponsorship Benefit with regard to placement of logo on the gym floors in REC Courts 2 and 3. For clarification, the exclusivity of this Sponsorship Benefit applies to the gym floors of REC Courts 2 and 3.
2. Recognition of the SPONSOR with one banner hanging in each of the REC courts.
3. Recognition of the SPONSOR on the scrolling e-banner on three (3) highly visible screens placed throughout the REC.
4. Recognition of the SPONSOR on the REC webpage of the CITY's website as the sponsor of REC Courts 2 and 3.
5. Recognition by a minimum of three (3) posts on social media highlighting the unveiling of the new REC Courts 2 and 3.

B. In the event the logo placed on the Courts is damaged or removed within the first Fifteen (15) years of the Term, for reasons other than end of gym floor life due to ordinary and routine use, the CITY will provide a replacement logo on the Courts.

C. SPONSOR agrees to the CITY's use of SPONSOR's name, logo, and/or trademarks for the purposes set forth herein.

4. **Sponsorship Fee and Delivery.**

A. In consideration of the Sponsorship Benefits provided by the CITY, the Sponsor shall pay the CITY a fee in the sum of **Fifty Thousand and NO/100 Dollars (\$50,000.00) ("Sponsorship Contribution")** on or before **March 1, 2024**. If the Sponsorship Contribution is not received by the date set forth hereinabove, then this Agreement shall be terminated and neither party shall have any further obligations.

B. The Sponsorship Contribution shall be the entire amount payable to the City, unless otherwise specified herein.

5. **Termination of Agreement.**

A. Termination by City. By written notice to Sponsor, the City shall have the right to terminate this Agreement at any time, without penalty. If this Agreement is terminated by the City for convenience within the initial five (5) years of the Term, the City will refund 50% of the Sponsorship Contribution provided to the City less the costs to remove the Sponsorship Benefits from the REC Courts 2 and 3. Upon termination, CITY shall remove the Sponsorship Benefits from all points, and shall cease to

recognize SPONSOR as the official sponsor of the CITY Parks and Recreation Department REC Courts 2 and 3.

B. Termination by Sponsor. The SPONSOR may terminate this Agreement, at any time by sending written notice to the CITY at least thirty (30) days in advance of the intended termination date. In this instance, Sponsorship Contribution shall be considered vested, and no refund will be available. Upon termination, CITY shall remove the Sponsorship Benefits from all points, and shall cease to recognize SPONSOR as the official sponsor of the CITY Parks and Recreation Department REC Courts 2 and 3.

6. **Morality.**

If at any time, in the opinion of the CITY, the SPONSOR or any of its representatives, affiliates or associates become the subject of public disrepute, contempt, or scandal that affects the SPONSOR's image or goodwill, then CITY may upon written notice to SPONSOR, immediately terminate this Agreement. In this instance, Sponsorship Contribution shall be considered vested, and no refund will be available.

7. **Independent Relationships.**

None of the provisions of this Agreement are intended to create nor shall be deemed or construed to create any relationship between the SPONSOR and the CITY other than that of independent entities contracting with each other hereunder solely for the purpose of effecting the provisions of this Agreement. The parties are not joint venturers, partners, agents, or employees of one another.

8. **Notice.**

For purposes of this Agreement, notices shall be sent as follows:

CITY: CITY OF PORT ORANGE
Attention: Parks and Recreation Dept.
1000 City Center Circle
Port Orange, Florida 32129
(386) 506-5501

SPONSOR: AdventHealth
Attention: _____

_____ - Telephone

Any notice or other communication given under the Agreement shall 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 ten (10) days written notice to the other party.

9. **Waiver of Terms and Conditions.**

The failure of the CITY to insist in any one or more instances upon performance of any of the terms and conditions of this Agreement or to exercise any right or privilege contained in this Agreement, or the waiver of any breach of the terms and conditions of this Agreement, shall not be considered as thereafter waiving any such terms, conditions, rights or privileges, and the same shall continue and remain in force and effect as if no waiver occurred.

10. **Sovereign Immunity.**

The CITY expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes. Notwithstanding anything set forth in any section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the CITY beyond any statutory limit on liability. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the CITY which would otherwise be barred under the Doctrine of Sovereign Immunity or operation of law.

11. **Severability.**

It is the intention of the parties this Agreement is in compliance with all relevant state and federal statutes, regulations, and governmental agency guidelines governing the relationship between the parties at the time of execution. If any provision of this Agreement is subsequently rendered invalid or unenforceable by any local, state or federal statute or regulation, or declared null and void by any court of competent jurisdiction, the remaining provisions of this Agreement will remain in full force and effect.

12. **Third Party Beneficiaries.**

This Agreement is intended solely for the benefit of the parties hereto and shall not, directly or by implication, create any rights in or duties to any third parties of any nature whatsoever.

13. **Assignment.**

This Agreement shall not be assigned in whole or in part by either party without the express prior written consent of the other party.

14. **Governing Law.**

This Agreement shall be controlled, interpreted, construed, and enforced in accordance with the laws of the State of Florida. Any legal proceeding arising from or in any way regarding this Agreement shall have its venue located exclusively in the Volusia County, Florida, and the parties hereby expressly consent and submit themselves to the personal jurisdiction and venue of the Court.

15. **Titles or Captions.**

The paragraph titles or captions contained in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, extend, modify, amplify, or describe the scope of this Agreement or the intent of any provision hereof.

16. **Draftsmanship.**

The fact that one of the parties may have drafted or structured any provision of this Agreement shall not be considered in construing the particular provision or document either in favor of or against such party.

17. **Amendments.**

This Agreement may only be modified or amended by the mutual written agreement of the parties. Any such modification or amendment shall be signed by each party and shall be attached to and become a part of this Agreement.

18. **Indemnification.**

In consideration of the CITY's provision of the Sponsorship Benefits as more particularly described Section 3, hereinabove, SPONSOR does hereby agree to release, defend, indemnify and hold harmless the CITY, its officers, directors, and employees from and against all claims (including claims by third parties for intellectual property rights infringement), damages, losses, and expenses of any kind, including, but not limited to, reasonable attorney's fees and incidental defense costs arising out of or resulting from any acts of commission or omission in the performance of the CITY's contractual obligations spelled out herein. This indemnification obligation shall not be subject to any limitation as to the amount or type of recovery sought, or, on the amount or type of insurance coverage secured by the SPONSOR.

19. **Entire Agreement.**

This Agreement constitutes the entire agreement between the parties hereto and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter hereof.

20. **Counterparts.**

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

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

21. **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 LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have executed this Agreement.

Witnesses:

SPONSOR: ADVENTHEALTH

a Florida limited liability company

Printed Name:_____

By:_____

Printed Name: _____

Title:_____

Printed Name:_____

Date:_____

Printed Name:_____

By:_____

Printed Name: _____

Title: _____

Printed Name:_____

Date:_____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as managers of _____, and who:

[Notary: Please select one]

☐ are personally known to me; or

☐ have produced _____ as identification.

Notary Public, State of Florida

*Printed, typed or stamped name, commission
and expiration:*

Witnesses:

CITY OF PORT ORANGE

Printed Name: _____ By: _____
Donald O. Burnette, Mayor

Printed Name: _____ Date: _____

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

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me this _____ day of _____, 20__, by Donald O. Burnette, Mayor, and Robin L. Fenwick, City Clerk, both of the City of Port Orange, a Florida municipal corporation, on behalf of the city, and who is personally known to me.

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



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 12/5/2023

SUBJECT: (B9) Amendment to Easement - 3350 Ridgewood Avenue

DEPARTMENT: Community Development

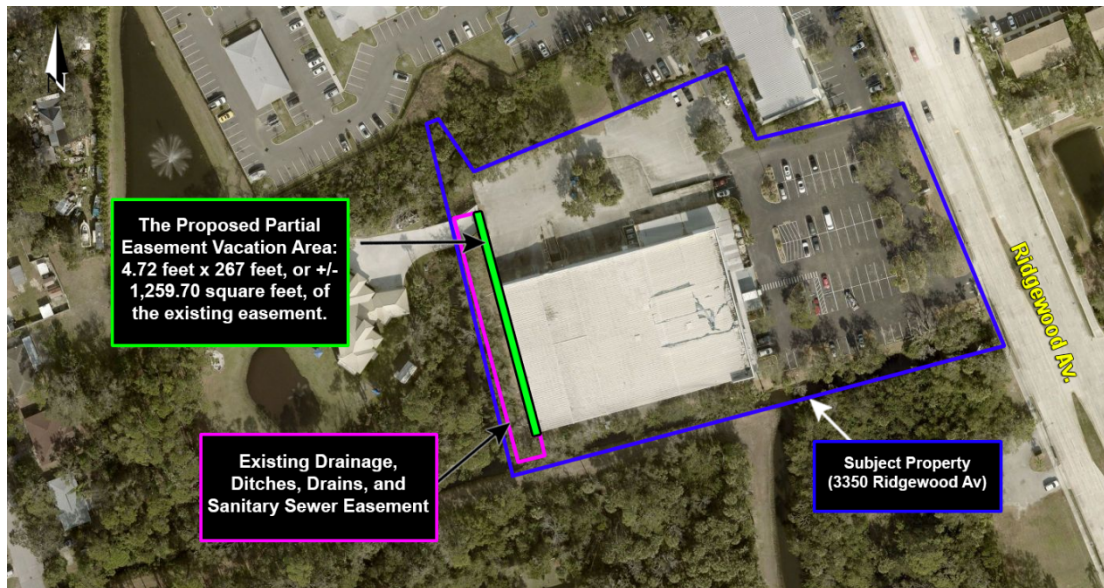
GOAL: 4 - Economic Development

RECOMMENDED MOTION: Move to approve partial easement release - 3550 Ridgewood Avenue.

SUMMARY: The Community Development Department has received an application for the partial release of the existing Drainage, Ditches, Drains, and Sanitary Sewer Easement to address property insurance requirements. The property is located at 3350 Ridgewood Avenue and is currently used as a retail business. The property owners are requesting a partial easement release of the approximately 4.72 feet x 267 feet portion, or +/- 1,259.70 square feet, of the existing easement along the rear lot line of the subject property.

The building on the property was built in 1982 and was initially a Scotty's Lumber & Hardware store. The rear of the subject property was utilized as a covered lumber storage area. The Drainage, Ditches, Drains, and Sanitary Sewer Easement was recorded in 1987 for the benefit of the City of Port Orange to maintain a drainage swale that runs along the rear of the subject property that connects to the Dougherty Canal. After the easement was recorded, the covered storage area was enclosed with walls. The current property owners, Pendulum Properties, LLC, and Ridgewood Amigos, LLC, have requested the City's release of the portion of the easement that is under the existing building and also including 2' of the area outside the building for general protection of the building from equipment and maintenance activity.

The application and legal description have been reviewed for completeness and accuracy. City departments, including Public Works, which have used this easement for approximately 40 years, reviewed the application and have no outstanding concerns. No planned drainage or utility improvements are proposed for the subject area, and the proposed partial easement release will not hinder the maintenance of the drainage swale. The easement area may be released, as described in the attached Exhibit "A."



PRESENTER: Tim Burman

ATTACHMENTS:

1.	Amendment to Easement w exhibits	Amendment to Easement w exhibits.pdf
----	----------------------------------	--------------------------------------

Lisa Epstein
Tim Burman
Shannon Balmer
Wayne Clark
Tracee Cody

Created/Initiated - 10/27/2023
Approved - 11/14/2023
Approved - 11/17/2023
Approved - 11/21/2023
Final Approval - 11/21/2023

Portion of Parcel No. 6303-00-00-0010

Cross Reference to Official Records Book 2979 Page 1877

AMENDMENT TO EASEMENT

THIS AMENDMENT TO EASEMENT ("Amendment"), is made this _____ day of _____, 2023, by and between **CITY OF PORT ORANGE, FLORIDA**, a chartered municipal corporation, mailing address: 1000 City Center Circle, Port Orange FL 32129, hereinafter "City," and **Pendulum Properties, LLC** a Florida limited liability company, whose post office address is P.O. Box 600910 Jacksonville, FL 32260 and **Ridgewood Amigos LLC**, a Florida limited liability company, whose post office address is 125 Greencrest Drive, Ponte Vedre Beach, FL 33082, (where the singular is used the same shall be construed as meaning the plural unless otherwise specifically stated), hereinafter "Pendulum-Ridgewood".

W I T N E S S E T H:

WHEREAS, Scotty's Inc., predecessor-in-interest to Pendulum-Ridgewood, granted to the City, an easement for the purpose of clearing, excavating, constructing, and maintaining drainage ditches, drains, and sanitary sewers, of record in Official Records Book 2979, Pages 1877, et seq., Public Records of Volusia County, Florida (hereinafter referred to as the "Easement"), which Easement encumbers a portion of the Property, defined hereinbelow; and

WHEREAS, Pendulum-Ridgewood, successor-in-interest to Scotty's Inc., is the fee simple owner of the property where the Easement is located said property being legally in **Exhibit "A"**, attached hereto and made a part hereof by reference (hereinafter "Property"); and

WHEREAS, in the course of development, a building was constructed on the Property that encroaches into the Easement; and

WHEREAS, Pendulum-Ridgewood, has requested the City release a portion of the Easement due to said portion encroaching into the footprint of the structure located on the Property; and

WHEREAS, the City, as the owner of the Easement, has determined the release of the portion of the Easement, graphically depicted on **Exhibit "B"**, will not adversely impact the purpose and needs of the Easement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the Parties agree as follows:

1. **RECITALS**. The recitals set forth above are true and correct and are incorporated herein by this reference.

2. RELEASE. The City of Port Orange hereby releases to Pendulum-Ridgewood, its successors and assigns forever, the portion of the Easement more particularly described and graphically depicted on the attached **Exhibit “B”, (“Released Portion”)**.
3. AMENDMENT. The Easement is hereby revised to release the Released Portion from the Easement. The Released Portion of the Easement is no longer a part of the Easement. Pendulum-Ridgewood no longer has any obligations with respect to the Released Portion under the Easement and the City no longer has any rights with respect to the Released Portion under the Easement.
4. SUCCESSORS AND ASSIGNS. It is expressly understood and agreed that the terms, covenants and conditions of this Amendment shall be and constitute covenants running with and binding upon the Property, regardless of title or ownership thereof and regardless of any future change which may take place therein.
5. CONTINUING FORCE AND EFFECT. Except as specifically hereby amended, the Easement of record in Official Records Book 2979, Pages 1877, et seq., Public Records of Volusia County, Florida shall remain in full force and effect. In the event of any conflict between the terms of the Easement and the terms of this Amendment, the terms of this Amendment shall govern.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, the City, has executed this Amendment to Easement by and through its duly authorized representatives on the day and year first written.

Signed in the presence of:

CITY OF PORT ORANGE, FLORIDA
a Florida chartered municipal corporation

Witness: _____

Printed Name: _____

Witness: _____

Printed Name: _____

By: _____

Donald O. Burnette, Mayor

Witness: _____

Printed Name: _____

Attest:

Witness: _____

Printed Name: _____

Robin L. Fenwick, MMC, City Clerk

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing **AMENDMENT TO EASEMENT** was acknowledged before me by means of [XX] physical presence or [] online notarization this ____ day of _____, 2023, by Donald O. Burnette, Mayor and Robin L. Fenwick, City Clerk, both of the City of Port Orange, who acknowledged having full authority to execute the document on behalf of the City of Port Orange, Florida, a chartered municipal corporation, for the purposes stated therein. They are personally known to me.

Signature of Notary Public, State of Florida
Printed name, Commission, Seal, and Term Expiration:

In the presence of :

Pendulum Properties, LLC
a Florida limited liability company

Witness Signature

Printed Name

Witness Signature

Printed Name

By: _____

Printed Name: _____
Manager Member

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was sworn to and acknowledged before me by means of [XX] physical presence or [___] online notarization this __ day of _____, 2023 by _____, Manager Member of Pendulum Properties, LLC, a Florida limited liability company, who hereby acknowledges having full power and authority to convey interests in the above-referenced and described real property on behalf of Pendulum Properties, LLC, and who: [___] is personally known to me, or [___] has produced the following identification

_____.

Notary Public, State of Florida
Printed Name, Stamped Seal, Commission term

In the presence of :

Ridgewood Amigos, LLC
a Florida limited liability company

Witness Signature

Printed Name

Witness Signature

Printed Name

By: _____

Printed Name: _____
Manager Member

Date: _____

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was sworn to and acknowledged before me by means of [XX] physical presence or [] online notarization this__day of_____, 2023 by _____, Manager Member of Ridgewood Amigos, LLC, a Florida limited liability company, who hereby acknowledges having full power and authority to convey interests in the above-referenced and described real property on behalf of Ridgewood Amigos, LLC, and who:[] is personally known to me, or [] has produced the following identification _____.

Notary Public, State of Florida
Printed Name, Stamped Seal, Commission term

EXHIBIT "A"

A PARCEL OF LAND LYING IN GOVERNMENT LOT 1, SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 1 AND RUN SOUTH 00°06'30" EAST, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1, A DISTANCE OF 409.10 FEET, THENCE RUN NORTH 64°58'03" EAST, A DISTANCE OF 390.19 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE RUN SOUTH 13°25'14" EAST, A DISTANCE OF 367.69 FEET TO A POINT ON THE NORTH LINE OF DOUGHERTY CANAL; THENCE RUN NORTH 76°34'46" EAST ALONG SAID NORTH LINE, A DISTANCE OF 533.70 FEET TO AN INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 1; THENCE RUN NORTH 21°23'44" WEST, ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 268.60 FEET; THENCE RUN SOUTH 77°04'36" WEST, A DISTANCE OF 167.57 FEET; THENCE RUN NORTH 21°31'46" WEST, A DISTANCE OF 81.69 FEET; THENCE RUN SOUTH 67°45' 53" WEST, A DISTANCE OF 295.42 FEET; THENCE RUN NORTH 25°03'50" WEST, A DISTANCE OF 68.44 FEET; THENCE RUN SOUTH 64°58'03" WEST, A DISTANCE OF 12.04 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION.:

SKETCH AND DESCRIPTION

SUPPLEMENTAL PAGE

PORTION OF EASEMENT TO BE VACATED

PROPERTY ADDRESS: (RELATED)
3350 SOUTH RIDGEWOOD AVENUE
PORT ORANGE, FLORIDA 32129

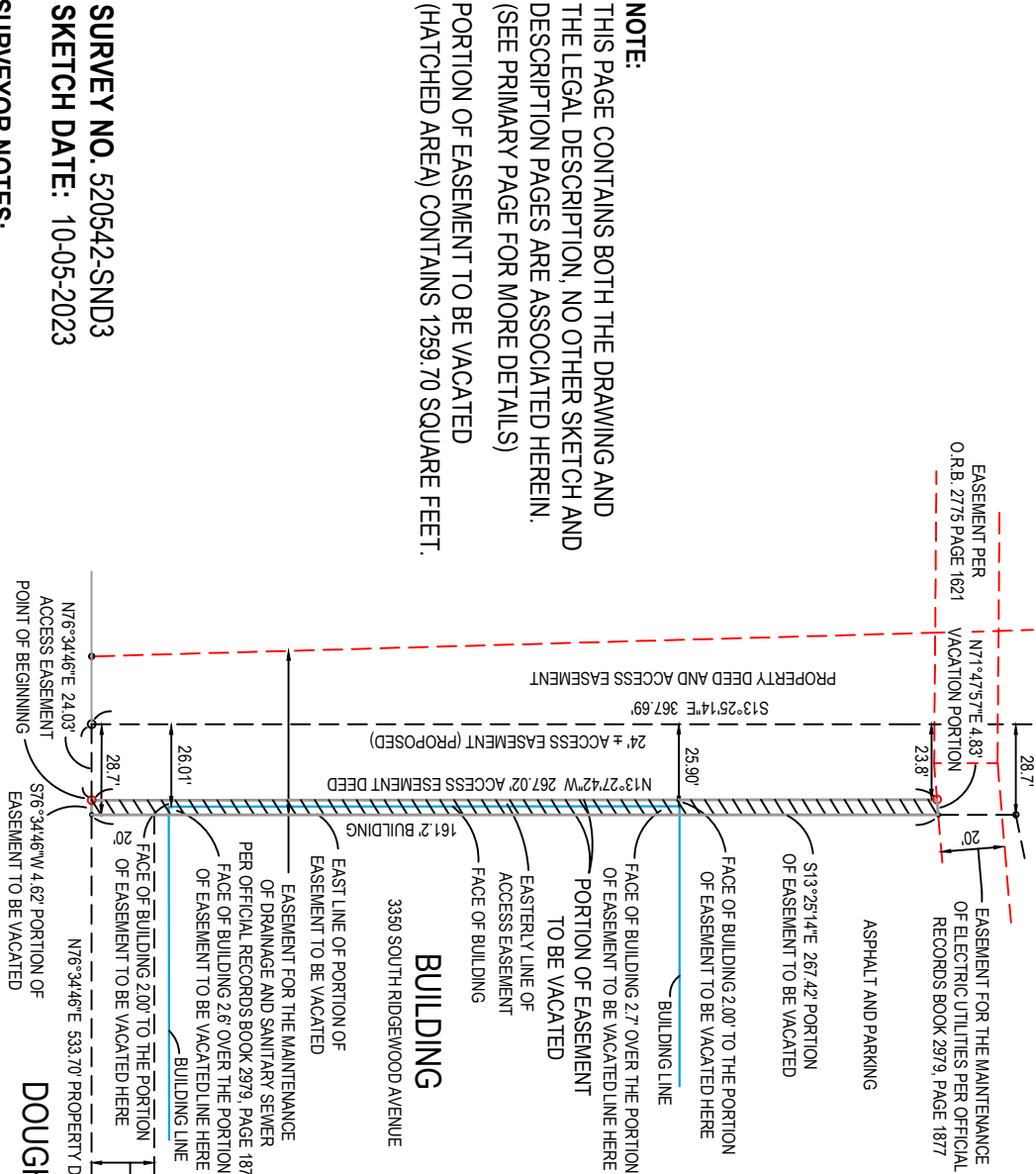
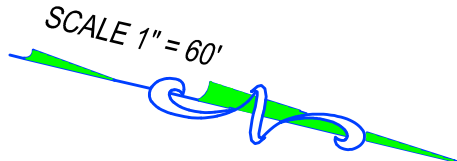
LEGAL DESCRIPTION: (PORTION OF EASEMENT TO BE VACATED)

A PARCEL OF LAND LYING IN GOVERNMENT LOT 1, SECTION 3, TOWNSHIP 16 SOUTH, RANGE 33 EAST, VOLUSIA COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 1 AND RUN SOUTH 00° 06' 30" EAST, ALONG THE WEST LINE OF SAID GOVERNMENT LOT 1, A DISTANCE OF 409.10 FEET;
THENCE RUN NORTH 64° 58' 03" EAST, A DISTANCE OF 390.19 FEET; THENCE RUN SOUTH 13°25'14 EAST ALONG THE WEST LINE OF PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 7309, PAGE 4116 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; FOR A DISTANCE OF 367.69 FEET TO A POINT ON THE NORTH LINE OF DOUGHERTY CANAL, THENCE RUN NORTH 76°34'46" EAST FOR 24.03 FEET; TO THE POINT OF BEGINNING.

THENCE RUN NORTH 13°27'42" WEST FOR 267.02 FEET; THENCE RUN NORTH 71°47'57" EAST ALONG THE SOUTH LINE OF A DRAINAGE EASEMENT AS DESCRIBED IN OFFICIAL RECORDS BOOK 2979, PAGE 1877 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; FOR A DISTANCE OF 4.83 FEET; THENCE RUN SOUTHERLY, SOUTH 13°25'14" EAST ALONG A LINE THAT IS PARALLEL AND 2.0 FEET EAST OF THE EXISTING WEST BUILDING LINE OF 3350 SOUTH RIDGEWOOD AVENUE FOR A DISTANCE OF 267.42 FEET, TO A POINT ON THE NORTH LINE OF DOUGHERTY CANAL; THENCE RUN SOUTH 76°34'46" WEST ALONG THE NORTH LINE OF SAID CANAL FOR A DISTANCE OF 4.62 FEET TO THE POINT OF BEGINNING.

AREA OF PORTION OF EASEMENT TO BE VACATED CONTAINS 1259.70 SQUARE FEET.



NOTE:

THIS PAGE CONTAINS BOTH THE DRAWING AND THE LEGAL DESCRIPTION. NO OTHER SKETCH AND DESCRIPTION PAGES ARE ASSOCIATED HEREIN. (SEE PRIMARY PAGE FOR MORE DETAILS)
PORTION OF EASEMENT TO BE VACATED (HATCHED AREA) CONTAINS 1259.70 SQUARE FEET.

- SURVEYOR NOTES:**
- THIS IS NOT A BOUNDARY SURVEY.
 - NO FIELD WORK PERFORMED IN THE PREPARATION OF THIS LEGAL AND SKETCH.
 - THIS DRAWING IS NOT FULL AND COMPLETE WITHOUT ALL OF ITS ACCOMPANYING PAGES.

GENERAL NOTES:

- 1) LEGAL DESCRIPTION PROVIDED BY OTHERS
- 2) THE LANDS SHOWN HEREON WERE NOT ABSTRACTED FOR EASEMENTS OR OTHER RECORDED ENCUMBRANCES NOT SHOWN ON THE PLAT
- 3) UNDERGROUND PORTIONS OF FOOTINGS, FOUNDATIONS OR OTHER IMPROVEMENTS WERE NOT LOCATED
- 4) WALL TIES ARE TO THE FACE OF THE WALL AND ARE NOT TO BE USED TO RECONSTRUCT BOUNDARY LINES.
- 5) ONLY VISIBLE ENCROACHMENTS LOCATED
- 6) DIMENSIONS SHOWN ARE PLAT AND MEASURED UNLESS OTHERWISE SHOWN.

DOUGHERTY CANAL

NOTE:

THE PURPOSE OF THIS SKETCH AND DESCRIPTION IS TO SHOW THE PORTION OF EASEMENT TO BE VACATED BETWEEN THE EXISTING BUILDING LINE OF 3350 SOUTH RIDGEWOOD AVENUE AND A PROPOSED 24' ACCESS EASEMENT, SAID AREA EXTENDS NORTH TO A 20' ELECTRIC EASEMENT AND SOUTH FROM SAID BUILDING TO THE NORTH LINE OF DOUGHERTY CANAL.

REVISIONS:

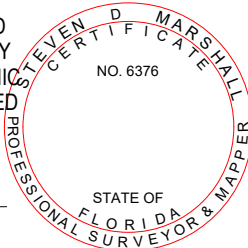
UPDATED SND - 8-23-2023 - DANL
NEW SND FILE - 10-05-2023 - DANL
TYPO CORRECTIONS - 10-11-2023 - DANL

SURVEYORS CERTIFICATE

I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY PREPARED UNDER MY DIRECTION. NOT VALID WITHOUT AN AUTHENTICATED ELECTRONIC SIGNATURE AND AUTHENTICATED ELECTRONIC SEAL, OR A RAISED EMBOSSED SEAL AND SIGNATURE.

(SIGNED) *Steven D. Marshall*

STEVEN D MARSHALL
PROFESSIONAL SURVEYOR AND MAPPER #6376



LB #7893
SERVING FLORIDA
6250 N. MILITARY TRAIL, SUITE 102
WEST PALM BEACH, FL 33407
PHONE (561) 640-4800
STATEWIDE PHONE (800) 226-4807
STATEWIDE FACSIMILE (800) 741-0576
WEBSITE: <http://targetsurveying.net>



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 12/5/2023

SUBJECT: (B10) Approval of the 2024 City Council Meeting Calendar

DEPARTMENT: Council

GOAL: 6 - Organizational Excellence

RECOMMENDED MOTION: Move to approve the 2024 City Council meeting schedule as presented.

SUMMARY: The normal meeting schedule for Council is to meet twice per month, the first and third Tuesdays, except during holidays, elections, and other events as determined by Council.

The proposed schedule for 2024 Regular City Council Meetings is as follows:

January 9*	July 16*
February 6, 20	August 6, 21*
March 5, 19	September 3, 17
April 2, 16	October 1, 15
May 7, 21	November 6*, 19
June 4, 18	December 3, 10*

(* indicates a change in the normal schedule due to holidays (January, July, and December) or elections (August and November))

In addition, Council has reserved the 4th Tuesday of each month for Council workshops, with the exception of November and December, which typically do not have workshops scheduled due to the holidays. These workshops are scheduled on an as-needed basis.

This schedule does not contemplate the budget workshops that typically occur over the summer months. Those and other workshops, Executive Sessions, and any other necessary special meetings will be scheduled as needed and approved by the Council.

PRESENTER: Robin Fenwick

ATTACHMENTS:

Tracee Cody	Created/Initiated - 11/6/2023
Robin Fenwick	Approved - 11/6/2023
Wayne Clark	Approved - 11/21/2023
Tracee Cody	Final Approval - 11/21/2023



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 12/5/2023

SUBJECT: (B11) Resolution No. 23-59 - Volusia ECHO Grant Application for City Center Playground Improvement

DEPARTMENT: Parks & Recreation

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Resolution No. 23-59 and authorize the Mayor and City Clerk to execute the associated documents.

SUMMARY: Parks and Recreation is requesting permission to apply for a Volusia ECHO grant to improve the existing 20-year-old playground at City Center Park. The playground area will be enlarged to accommodate visitors in a safer environment. By removing dated playground elements and replacing them with more interesting and modern elements designed to be accessible to children of different ages and abilities, the park will attract additional residents. The request will be for a matching \$205,500, which is budgeted in this year's Capital Improvement Plan.



PRESENTER: Peter Ferreira

ATTACHMENTS:

1.	Resolution No. 23-59	Resolution No. 23-59 .pdf
2.	Port Orange City Center Playground 2024 ADA Application	Port Orange City Center Playground 2024 ADA Application.pdf
3.	Port Orange City Center Playground Supplemental Info	Port Orange City Center Playground Supplemental Info.pdf
4.	ECHO Guidebook	ECHO Guidebook.pdf

Peter Ferreira	Created/Initiated - 11/8/2023
Susan Lovallo	Approved - 11/9/2023
John McKinney	Approved - 11/9/2023
Matthew Jones	Approved - 11/17/2023
Wayne Clark	Approved - 11/21/2023
Tracee Cody	Final Approval - 11/21/2023

RESOLUTION NO. 23-59

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
PORT ORANGE, VOLUSIA COUNTY, FLORIDA,
AUTHORIZING THE MAYOR AND CITY MANAGER TO
SUBMIT AN APPLICATION FOR FINANCIAL ASSISTANCE
TO VOLUSIA COUNTY, VOLUSIA ECHO GRANT
PROGRAM FOR PLAYGROUND IMPROVEMENTS AT
CITY CENTER PARK; PROVIDING FOR MATCHING FUND
CONTRIBUTION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the County of Volusia provides financial assistance under the Volusia ECHO Grant Program for the encouragement of Environmental, Cultural, Historic, and Outdoor projects that benefit Volusia County; and

WHEREAS, the City Council of the City of Port Orange is proposing a playground improvements at City Center Park; and

WHEREAS, the City Council of the City of Port Orange desires to authorize the submission of an application for financial assistance to the County of Volusia under the Volusia ECHO Grant Program.

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

Section 1. The Mayor and City Manager of the City of Port Orange are hereby authorized to submit an application for financial assistance to the County of Volusia, Volusia ECHO Grant Program. The grant application is for a playground improvements at City Center Park. The Mayor and City Clerk shall be authorized to execute agreements or contracts necessary to implement this Resolution.

Section 2. The City is committed to a \$205,500.00 cash match contribution.

Section 3. This resolution shall become effective immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

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



**2024 GRANTS-IN-AID
STANDARD & EXCEPTIONAL GRANT APPLICATION**

**CITY OF PORT ORANGE
CITY CENTER PLAYGROUND**





ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

APPLICANT INFORMATION

1. Applicant (Legal name of organization): **City of Port Orange**

2. Address (mailing): **1000 City Center Circle**

City: **Port Orange**

State: **FL**

Zip Code: **32129**

3. Type of Organization:

☒ Municipal government ☐ Volusia County Government

☐ Not-for-Profit Corporation classified as a 501(c) (3)

4. Federal ID #: **59-6000412**

Florida Not-for-Profit Corporation Charter # (if applicable): **N/A**

Florida Dept. of Agriculture & Consumer Services Registration # (if applicable):

N/A

5. County Council District of Project: ☐ 1 ☒ 2 ☐ 3 ☐ 4 ☐ 5

6. Is the project in a Community Redevelopment District (CRA)? ☐ Yes ☒ No

7. Contact Person:

Name: **Theresa E. Brooks**

Title: **Grants Manager**

Telephone #: **(386) 717-9050**

E-Mail: **tbrooks@port-orange.org**



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION
Provide the Mission Statement for your organization:

City of Port Orange Mission

We are committed to providing the best possible service; we accomplish this promise by ensuring transparency with all we serve.

City of Port Orange Parks and Recreation Mission Statement

We are committed to improving your quality of life by providing Parks and Recreation opportunities to meet the changing needs of the community. To achieve that mission the department provides parks and recreation staff, maintenance, supervision, and administrative staff.

PROJECT INFORMATION

1. Project Title: **City of Port Orange City Center Playground**

Project Location Address: **4625 City Center Drive**

City: **Port Orange**

State: **Florida**

Zip Code: **32129**

2. Type of Project:

☐ Renovation ☐ Restoration ☒ **New Construction** ☐ Acquisition

3. ECHO Category – Select One (review ECHO Guidebook pages 3 - 4):

☐ Environmental ☐ Cultural ☐ Historic ☒ **Outdoor Recreation**

4. The Project Site of Facility is (select one):

☒ **Owned by Applicant** ☐ Leased by Applicant (length of lease): Length of lease

☐ Land/Project Management Agreement (length of agreement): Length of agreement

NOTE: LEASES/AGREEMENTS MUST BE BINDING AND NON-CANCELABLE

5. Is the Project Site/Facility mortgaged or will it be? ☐ Yes ☒ **No**



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

PROJECT DESCRIPTION

1. Describe the project and explain how it will achieve the goals of Resolution 2020-79 to plan for the future growth of Volusia and enhance the quality of life for its residents (use factual information/documentation to show how this project will accomplish these goals):

Resolution 2020-79

HIGH QUALITY, USER ORIENTED OUTDOOR RECREATIONAL OPPORTUNITIES FOR PUBLIC USE:

The City of Port Orange continues to exemplify the goals set by ECHO Resolution 2020-79 by providing a quality public location for outdoor recreational opportunities that enhance the quality of life for residents of Volusia County and visitors.

In support of the Volusia County, Florida Sustainability Action Plan goals, the City of Port Orange continues to strive to promote a healthy community *by encouraging local food production, provide for urban open space, improve opportunities for walking and biking, and protect urban tree canopies to provide for the continued health of Volusia County's residents, businesses and visitors.* This effort is realized by providing outdoor recreational opportunities through high-quality user-oriented parks. The City of Port Orange's Strategic Plan includes:

Goal 3: Quality of Life-To enhance the quality of life by creating an aesthetically pleasing environment, ample park spaces, and a multitude of community events so that residents and visitors can enjoy the natural and planned setting without having to leave Port Orange.

Objectives:

1. Increase the capacity of parks and recreation facilities to meet City demand.
2. Provide safe recreational opportunities and programs for youth and adults.
3. Provide additional cultural and community events.

The replacement of the 20-year-old playground equipment in City Center and adding a pavilion meets this goal by increasing the capacity of parks and recreation facilities to meet the City of Port Orange's needs, provide safe recreation opportunities and programs for youth and adults, and provides



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

additional cultural and community events. The City Center Playground is in the City Center Sports Complex which is in the heart of Port Orange. The City Center Municipal Complex is a beautiful 50-acre community park located at 1000 City Center Circle in Port Orange. The area includes a half-mile walking trail around the lake, City Hall, Fitness Trail, Port Orange Recreation Center, Kenneth W. Parker Amphitheater, Lakeside Community Center, Library, Skate Park, Sports Complex, and Veterans Park. The City Center Complex hosts a variety of annual outdoor special events year-round and offers several spaces for private rentals. The Complex has been rated by residents and visitors as #4 out of 23 things to do in Port Orange by TripAdvisor, receiving 65 excellent reviews out of 87 reviews.

The installation of a new playground and pavilion is a welcome improvement and will positively affect the community in many ways. Safety is one important benefit. The American Planning Association, the largest membership organization of professional planners and planning resources, credits lower crime rates in communities that have city parks.

Improving the City Center Playground has the potential to bring people together and form social ties that can produce stronger, safer neighborhoods that offer positive environmental, economic, and healthy recreational benefits to residents and visitors of all ages including:

- Multiple studies conducted through the National Recreation and Park Association concluded that *"Making sure that all people have access to parks and outdoor programming is a critical way to increase these positive effects on health and quality of life for your community."*
- The trees in this protected green space help with the air pollution from cars providing oxygen while using carbon dioxide to create food, taking it out of the atmosphere and helping to reduce climate change.
- A known essential for child development is play and the City of Port Orange strives to provide another safe play environment in City Center Park. The playground that will be installed will encourage physical activity in a safe outdoor environment designed to provide multisensory experiences that help to build children's brains, coordination, fine and large motor skills, upper and lower body strength, as well as cardiovascular health.

The inclusive playground design will intentionally provide opportunities for every visitor to have a successful experience, regardless of age and ability.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

Quality green spaces with nature and play amenities offered to the public can reduce stress which can lead to improved physical and mental for users in the community.

The City has seen significant residential growth in this area, specifically in families with young children. As part of the City of Port Orange Park and Recreation Department's Mission, it has been identified as an opportunity to renovate an existing outdoor recreational area to provide an attractive and safe place to enjoy.

The City Center Playground currently consists of 2 play areas.

- The North Playground will be replaced with a large pavilion with several picnic tables. Adding the pavilion to the park will offer a gathering place, dining space, and event space to the playground which will enhance the value of this amenity to residents and visitors. Even on the hottest Florida afternoon, the shade provided by the pavilion will allow visitors to enjoy the park and offer shelter from a surprise rain shower. No matter rain or shine the pavilion will allow for a shady or dry spot to enjoy the outdoors or host an event at the park.
- The South Playground will be renovated by replacing the current 20-year-old playground equipment. By removing the dated playground and replacing it with interesting and modern elements, the park will attract additional visitors and residents. Playground equipment for 5- to 12-year-olds will be installed that is designed to accommodate different abilities and limitations. The inclusive playground design will intentionally provide opportunities for every visitor to have a successful experience, regardless of ability. The new play equipment will also allow kids to play in a playground on their own, learn to make friends, take turns, share with others and so much more. ADA accessibility is the focus of this project. The City's goal is to create an inclusive play area that will encourage free play of all children regardless of race, gender, or ability.

The importance of free play has been supported in many studies. <https://www.aaastateofplay.com/30-reasons-why-free-play-benefits-child-development/>

- "Having control over the course of one's own learning, as in free play, promotes desire, motivation, and mastery." — Dr. Rachel E. White, Child Psychologist.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

- **Psychologist Edward Fisher concluded from 46 published studies that pretend play “results in improved performances in both cognitive-linguistic and social affective domains.”**
- **Recent research shows that laughter is a powerful way to boost mood and psychological well-being. It stimulates many organs with oxygen and reduces stress hormone levels.**

Unstructured play allows children the freedom to explore, create and discover without predetermined rules or guidelines. It’s been shown to foster cognitive development while boosting physical development and social and emotional development. It specifically helps creativity and imagination, problem-solving abilities, and social skills. <https://helpmegrowmn.org/>

The new playground will have shade covering which is an essential element for Florida playgrounds. In addition to protecting children and adults from harmful UV rays, playground shade also helps to control the temperature of the play environment. Playgrounds exposed to the sun's heat can reach very high temperatures during warm seasons, which can burn children's skin upon contact. The shade structure blocks playground users from direct sunlight, reducing temperatures underneath the shade up to 25 degrees. Cool temperatures make for a more inviting environment allowing parents and children to stay comfortable and enjoy the playground longer.

Artificial turf will be used as the surface of the playground. It will provide a soft and safe alternative to other playground surfaces offering durability and low maintenance. The artificial turf will not require water or pesticides to maintain. It is not slippery when wet and after a rain, it dries quickly and there is no standing water or mud puddles. Because the material does not hold moisture it isn’t a breeding ground for insects. The City of Port Orange will save money on labor, mowing equipment, transportation, gas, and insurance. The cost of repeated repairs that natural grass requires such as filling holes, reseeding dead spots from weather, and overuse can also be eliminated.

2. If applying for an exceptional grant, describe how the project meets the requirements of an exceptional project. An exceptional project means a project of paramount and crucial countywide importance which provides for receipt of services by significantly large numbers of people in all areas of the county. For more information on exceptional projects see page 8 of the [ECHO Guidebook](#).

N/A



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

3. Describe the project and construction timeline:

The City of Port Orange is requesting grant funding to purchase new playground equipment and a pavilion for City Center Park to upgrade and improve the existing playground in the complex for public use.

- **The North Playground will be replaced with a pavilion on a concrete pad with multiple picnic tables.**
- **The South Playground will be given new life by replacing 20-year-old playground equipment to serve differing age groups and abilities. By removing dated playground elements and replacing them with interesting and modern elements, the park amenities will be safer and attract additional residents and visitors.**

City Center Playgrounds will place a temporary ECHO sign at the site of the project on notice to proceed. Construction will begin July 1, 2024, and be opened to the public on July 1, 2025.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

4. Describe how the green infrastructure and sustainability standards will be used in the project ([Green Building Standards](#) | [US EPA](#)).

The equipment selected for the playground renovation is eco-friendly, made from recycled materials, is non-toxic, and complies with the Consumer Product Safety Commission's Guidelines. The project team has reviewed environmentally friendly playground equipment to decrease any negative environmental impacts. The utilization of playground equipment that has a reduced carbon footprint is a very important factor. Many playground manufacturers measure the effect on the climate in terms of the amount of greenhouse gases produced in the structure manufacturing process by measuring units of carbon dioxide. Utilizing recycled content such as steel, aluminum, rubber, and plastic while manufacturing the equipment will reduce the impact on the environment.

Currently, the City Center Playground utilizes tree mulch around the play structures and is replaced due to wear several times per year. Artificial Turf in this replacement project and will result in fewer trees being torn down. Transitioning from old-style playground equipment to environmentally friendly will decrease negative environmental affects and make for a safer play experience for park users.

The city strives to reduce the environmental impact of park equipment by utilizing the most energy-efficient processes when possible. Play structures built with this recycled plastic do not rust, rot, or splinter like wood, chip or flake like painted posts and boards, and are graffiti resistant. Unlike metal playgrounds, the color is highly UV and fade resistant. The equipment will last for decades and can be recycled again if the City chooses to replace it in the future. To create a safer place to land that fits the goal of reuse and recycled rubber is used in the playground surface.

A shade structure will be constructed over some of the play areas to protect visitors from harmful UV rays and provide a cooler playing surface.

5. How will the project conserve water and/or promote water efficiency?

Game Time (gametime.com/sustainability), the company chosen for this project, reduces water consumption with the use of high-efficiency technology for product painting and washing during manufacturing.

6. How will the project conserve energy and/or promote renewable energy?



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

The new playground will have shade covering which is an essential element for Florida playgrounds. In addition to protecting children and adults from harmful UV rays, playground shade also helps to control the temperature of the play environment. Playgrounds exposed to the sun's heat can reach very high temperatures during warm seasons, which can burn children's skin upon contact. The shade structure blocks playground users from direct sunlight, reducing temperatures underneath the shade up to 25 degrees. Cool temperatures make for a more inviting environment allowing parents and children to stay comfortable and enjoy the playground longer.

7. How will the project, if a new facility, meet the green building standards or certifications?
Artificial turf will be used as the surface of the playground. It will provide a soft and safe alternative to other playground surfaces offering durability and low maintenance. The artificial turf will not require water or pesticides to maintain. It is not slippery when wet and after a rain, it dries quickly and there is no standing water or mud puddles. Because the material does not hold moisture it isn't a breeding ground for insects. The City of Port Orange will save money on labor, mowing equipment, transportation, gas, and insurance. The cost of repeated repairs that natural grass requires such as filling holes, reseeding dead spots from weather, and overuse can also be eliminated.

8. Describe how the project will comply with the ADA accessibility requirements:

In accordance with ADA guidelines the new playground will offer:

- an accessible path from the building or parking lot to the edge of the play area,**
- an accessible path from the edge of the play area to the play equipment,**
- The surface under and around the playground equipment will be artificial turf that is ADA-compliant, including wheelchair accessible, slip-resistant, and safe for those with physical disabilities,**
- and can access the play equipment by either moving out of their mobility device onto the equipment or by direct access to the equipment.**

9. If applicable, describe any additional phases:
No additional phases are planned.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

PROJECT TEAM

1. List the name and address of the architect, engineer, design consultants and/or general contractor selected. Include the information for the persons signing the Certification of Information and Compliance Form:
 - **The project will be a design/build for a playground and pavilion and a general contractor will not be required.**
 - **Form 1.6 was signed by the Chief Elected Official of Port Orange, Mayor Donald O. Burnette, and the Chief Financial Officer of Port Orange, Finance Director/ Assistant City Manager Jonathon McKinney, 1000 City Center Circle, Port Orange, FL 32129.**
2. List the person/persons who created the budget and describe their experience with this type of project:

The City of Port Orange Parks & Recreation Director, Susan Lovallo, created the section 3.1 budget. Ms. Lovallo has been the Director since 2005 and has extensive experience with budgets relating to outdoor recreation.
3. If a complete list is not available, explain why (include when the project team will be selected):

N/A



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

PROJECT MANAGEMENT TEAM

1. List the name of staff dedicated to this project (include their responsibilities and the amount of time each will be spending on the project per week):
 - **Susan Lovallo, Parks & Recreation Director:**
 - Ms. Lovallo will manage the project construction. She has been the Parks & Recreation Director since 2005 and has overseen the construction of the Coraci Sports Complex, the renovations to the All-Children's Park & Playground as well as the creation of Riverwalk Park. It is estimated she will spend 2-3 hours per week focused on the construction project including coordination meetings and onsite inspections.
 - **Peter Ferrera, Deputy Parks & Recreation Director:**
 - Mr. Ferrera will oversee the bidding and award of the project. During the construction process, it is estimated he will spend 5 hours per week on the project.
 - **Theresa Brooks, Grants Manager:**
 - Ms. Brooks is a contracted Grants Manager for the City of Port Orange. She is responsible for writing and administration of grants for the City of Port Orange. It is estimated that she will average two hours per work week over the life of the project to coordinate progress reports, gather invoices and checks, and attend project manager meetings.

<u>Project Staff</u>	<u>Project Responsibilities</u>	<u>Time Dedicated to Project (Per Week)</u>
Susan Lovallo, Parks, and Recreation Director	Project Management	2%
Peter Ferrera, Deputy Parks & Recreation Director	Bidding and Awarding Construction Process	5%
Theresa E. Brooks, Grants Manager	Grant Reports and Reimbursements	2%



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

PERFORMANCE MEASURES

1. Explain the project's goals and objectives:

Goals for City Center Playground:

GOAL 1: REPLACE OUTDATED PLAYGROUND EQUIPMENT

Objectives:

1. The new playground equipment will be designed to make better use of the space and will provide updated and safe recreational opportunities.
2. The addition of a pavilion will offer a gathering place regardless of weather.
3. The new playground equipment is ADA-compliant so children of all abilities will be able to enjoy the park.
4. The playground size will be increased to better accommodate the number of visitors that use the playground each day.
5. It will include a new shade structure designed to block the sun's harmful UV rays and keep playground temperatures up to 25 degrees cooler.

GOAL 2: EXPAND MARKETING OPPORTUNITIES

Objective:

1. The improvements in the City Center Playground through purchasing new playground equipment and adding a pavilion will provide the opportunity to increase public awareness of the available free public amenities offered by the City of Port Orange.

GOAL 3: IMPROVE PUBLIC SAFETY AND COMMUNITY PRIDE

Objective:

- By providing a quality park system with updated and safe playground equipment for public use, the City of Port Orange demonstrates the ongoing commitment to residents and visitors that the safety and well-being of the community is a high priority.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

1. Elaborate on how these goals and objectives will be measured for the length of the restrictive covenants:

GOAL 1: REPLACE OUTDATED PLAYGROUND EQUIPMENT

- This goal will be measured by the replacement of the existing and outdated playground equipment and swings with updated, ADA-compliant equipment.

GOAL 2: EXPAND MARKETING OPPORTUNITIES

- This goal will be measured by increasing public awareness of the available free public amenities and tracking through City and expanded partner websites, newsletters, posters, flyers, emails, and other social media sources such as Facebook and newspapers.

GOAL 3: IMPROVE PUBLIC SAFETY AND COMMUNITY PRIDE

- This goal will be measured by providing a safe and well-maintained park system that will cultivate a feeling of community pride that can generate lower instances of vandalism and crime. The effectiveness of public safety and security inside the park will be tracked by monitoring the user numbers based on scheduled events, lack of injury reports, and verbal and written survey comments. The City of Port Orange Police Department as well as the Parks and Recreation Staff will continue to provide active patrol of all City of Port Orange Park facilities, including City Center Complex Park.
- The Parks and Recreation Department will track and measure goals and objectives during the restrictive covenant period and beyond by the following:
- User numbers for registered programs and events at the park are tracked by Parks and Recreation Staff.
- The City of Port Orange Police Department will provide patrol of the area along with annual public safety reports.
- Ongoing Park maintenance inspection and reports for the park facilities and amenities.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

- **Estimated count of public users of playgrounds and amenities will be made by Parks and Recreation staff through observation during ongoing park maintenance inspections and measuring marketing and public awareness by tracking social media posts and activity, email lists, and website traffic.**

FUNDING REQUEST

1. Project Funding (Grant Request Amount and Match Amount):

a. Standard Grant Request (up to \$600,000.00)	\$ 200,000
b. Exceptional Grant Request (up to \$2,500,000.00)	\$ 0
c. Confirmed Match Funds	\$ 205,500
d. Total Project Cost (ECHO + Match)	\$ 405,500

2. Mandatory Workshop attended by: **Theresa Brooks, Kelly Crane, Barbara Storz,**

Sondra Henderson

Date of Workshop: **September 28, 2023**

3. List any prior year grants received from ECHO (include year, project name and amount of grant):

The City of Port Orange has been fortunate to have received 10 ECHO Standard Grant Awards in prior grant cycles.

Year	Project	Number	Award
2004	Amphitheater Pavilion Phase 4	04-15	\$420,000.00
2007	Coraci Athletic Field-Phase I	07-03	\$500,000.00
2008	All Children's Park Playground/Dawnview Square Dog Park	08-06	\$175,000.00
2009	Coraci Athletic Fields-Phase II	09-04	\$250,000.00
2012	All Children's Playground-Phase II	12-01	\$125,000.00
2014	Coraci Athletic Field-Phase III	14-06	\$195,877.00
2015	Port Orange Train Depot Acquisition	15-09	\$73,225.00
2015	Riverwalk Park-Phase I	15-10	\$399,500.00
2019	REC Center-Phase I	19-11	\$398,232.00
2020	Airport Road Park Playground	20-09	\$190,952.05
2022	REC Center-Phase II	20-10	\$400,000.00



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

BUDGET INFORMATION

1. A complete project budget must be submitted in the format provided by the county. Budget must be accurate and realistic (projects will be implemented within the budget set at the time of application).
2. The budget should be presented by each type of funding:
 - a. UC = Unencumbered Cash
 - b. LM = Land Match
 - c. IK = In-kind
 - d. PSC = Previously Spent Cash
3. The budget must include temporary and permanent ECHO signage (signs may not be funded with ECHO funding).

BUDGET DETAIL CHART							
Construction Phase Expenditures <i>Add rows as needed</i>	UC +	LM +	IN-KIND +	PSC	= MATCH	ECHO	TOTAL
Construction:	200,000				200,000	200,000	400,000
Playground Equipment							
Pavilion							
Signage:	5,500.00				5,500		5,500
Educational Signage							
ECHO Temp Sign							
ECHO Permanent Sign							
PROJECT TOTALS	205,500				205,500	200,000	405,500

MATCH DOCUMENTATION

1. All documentation for the match must be included in the application as outlined in the ECHO Guidebook pages 9 - 11.

RESTRICTIVE COVENANTS

1. Do you agree to comply with the requirement to file a 20-year Restrictive Covenant with the Volusia County Clerk of Court if ECHO Grant is awarded?

☒ **Yes**

☐ **No**



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

△ If the project of the application is mortgaged or leased property, other than those applying for trails in the County Master Plan or projects on land not owned by the applicant, a letter from the Mortgagee or Lessor, stating that they agree to sign the Restrictive Covenants must be provided with the application.

△ Applicants with projects on State or Federal owned lands are automatically exempt from this requirement but are held to the same liquidated damages cited within the Restrictive Covenants through language found in the final ECHO agreement for which the grantee is held responsible.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

OPERATING FORECAST DETAIL

1. Outline how the facility or project will operate once complete. The narration should include such items (as applicable) as staffing, maintenance requirements, increased programming, fees, and membership. Include a detailed maintenance and replacement plan for the 20-year compliance period:

The City of Port Orange identified the improvement of the playgrounds at City Center Playgrounds due to the age and condition through its annual evaluation process. The increase in population in the area and the rise in demand for recreational space led to the conclusion that this park's amenity is an essential element to the success of the park. The City of Port Orange Parks and Recreation Department is committed to improving quality of life by providing Parks and Recreation opportunities to meet the changing needs of the community. To achieve that mission the department provides parks and recreation staff, maintenance, supervision, and administrative staff. The monitoring of the depreciation of park equipment by City Staff is ongoing, with the identified needs for repairs or replacements addressed during the city budget and capital improvement process.

On completion of the City Center Playground Improvements the playground will be open for community members and visitors. With the City Center Playground location within the City Center Sports Complex, many families of baseball, softball, football, and soccer players will use the playground before and after games as well as entertainment for younger siblings not involved in the games. Families can use the pavilion for picnicking or resting between games.

The City of Port Orange is a Municipal Government. The City of Port Orange Parks & Recreation annual budget includes the operational expenses for the City Center Playground. The park is maintained by City Staff and no additional costs will be incurred for this project. The maintenance assignments for the new project will be distributed to existing staff to cover the new amenities for the park in the maintenance schedule.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

2. Submit a business plan, feasibility study and marketing plan. These plans must be specific to Volusia County and the proposed project:

Business Plan: City Center Playgrounds Improvements

Vision: To offer a high-quality, user-oriented outdoor recreational opportunity.

Business Model: The City of Port Orange is a local governmental agency and funding is provided through different fees collected from residents. These include ad valorem taxes, impact fees, and other fees collected for City services.

Objective:

The objective of replacing existing playground equipment that is twenty years old, is to provide a safe and high-quality, user-oriented outdoor recreational opportunity for public use that is in line with the ECHO program standards.

Strategies:

With the planned upgrades to the existing park experience, the City of Port Orange plans to create another safe and unique playground at the City Center that continues to spark the imagination and builds an interest in staying physically active while having fun. The upgrades will fit the needs of different age children and their families.

Action Plan:

- June 22, 2021: A City Council Workshop was open to the public and presented the Capital Improvement Program (CIP) to include the City Center Playgrounds improvements.
- August 2021: A City Council Meeting was open to the public and presented the CIP to include the City Center Playgrounds improvements.
- November: Resolution 23-XX was approved by the City Council at a City Council Meeting that was open to the public. This Resolution approved submitting an ECHO grant application for the project as well as committing to \$205,500 in match and providing an effective date.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

- Upon award of the ECHO grant and Notice to Proceed, a design-build bid will be released and awarded.
- July 1, 2025: Complete construction according to budget and timeline.

Feasibility Evaluation: City Center Playgrounds Improvements

Services:

- The improvements of the 20-year-old playground equipment at City Center Playground will be replaced with equipment that appeals to different age groups.
- As kids grow and develop, they play in diverse ways and have different abilities and limitations. For this reason, having a playground with all abilities in mind will offer a safer environment to play in and will fit their different interests.
- The City Center Playground will encourage youth to maintain active lifestyles and enjoy outdoor recreation.

Personnel:

- A thorough analysis of the funds necessary to operate and maintain this facility after completion has been reviewed and the replacement of existing playground equipment will not result in an increase in operational expenses.

Timeline:

- Upon award of the ECHO grant and Notice to Proceed, a design-build bid will be released and awarded.
- The project will be completed and open to the public July 1, 2025.

Recommendation:

- The City Center Playground Improvement is considered an imperative project in the City's Capital Improvement Program. Residents and the City Council are supportive of the project and see the positive benefit it will have on residents and visitors alike.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

Marketing Plan: The City Center Playground Improvements

Marketing Overview:

- The City of Port Orange and the Parks and Recreation Department have a strong marketing presence and continually evaluate the best practices to reach target audiences. Targeted marketing to the press and public is essential to make residents and visitors aware of the updated playground at City Center Park.

Strategies:

- **Social Media:** The City of Port Orange and the Parks and Recreation Department are very in tune with the trends in communication and marketing through social media. The City of Port Orange has a full-time Public Information Officer (PIO) that markets the city including a City Hall Facebook page, website, YouTube channel, and press releases. The City of Port Orange has 11,000 followers. The Parks and Recreation has a separate Facebook page with over 14,000 followers. These pages are utilized to market events as well as provide any updates to residents. The Parks and Recreation Department also creates videos for the City of Port Orange Government Television (POGTV). YouTube videos are extremely popular and allow viewers a visual perspective of any facilities or programs offered.
- **Local Media:** Both the PIO and the Parks and Recreation staff work closely with local media including the Port Orange Observer and Daytona Beach News Journal. Events and new offerings are often provided via press releases to these media outlets to reach a wide target audience.
- **Partner Organizations:** The Port Orange-South Daytona Chamber of Commerce has a large following through social media, newsletters, and their website and understands the important impact recreational opportunities have on attracting businesses to the area.
- **Collateral:** Traditional collateral is still a popular and effective means of marketing. This includes brochures, rack cards, flyers, etc. that can be distributed via mail, email, or placed on racks for easy accessibility to those without internet access. The flyer information can be easily uploaded to websites and placed on social media platforms.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

FISCAL STABILITY

1. BUSINESS INFORMATION (not all line items will apply to all applicants)

Operational funding for this organization	Prior Completed Year	Current Year	Projected Year	Next Projected Year
Fundraising, Memberships, Donations, etc.	471,108	528,583	408,000	
County Grants (other than ECHO)				
Grants (Non-County)	56,500	168,500	0	
Cash Donations				
TOTALS				
Administrative Costs	518,813	507,039	130,969	
Program Costs	1,381,247	1,497,243	1,778,387	
Educational Outreach Programs				
Contractor Services (for this project)				
Marketing & Advertising				
Payroll Total Expense	2,455,298	3,093,436	3,765,175	
TOTAL				
Not-for-Profit				
Endowments				
TOTALS				
Number of Full-time Employees	32	44	44	
Number of Part-time Employees	28	36	36	
Volunteer Hours				
Value of Volunteer Hours (@ /hr.)				
TOTALS				

2. Has this organization defaulted on any grant in the past five years?

☐ Yes ☒ **No**

If yes, please explain:

N/A

FINANCIAL AUDIT/REVIEW/AGREED UPON PROCEDURES

The following information is included in the supplemental information attached:

- County of Volusia and Local Municipalities must provide a link to their Financial Statement under GASB 34.

<https://www.port-orange.org/Archive.aspx?ADID=2409>

The link should include the following documents:

- A Management Letter from last fiscal year Independent Auditor's Report on the Basic Financial Statement.
- A Response Letter from last fiscal year Independent Auditor's Report on the Basic Financial Statement.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

- c. An Opinion Letter from last fiscal year Independent Auditor's Report on the Basic Financial Statement.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

2. Not-for-Profit Organizations: the required financial information is determined by the operating revenue or expenses/expenditures annual average of the three fiscal years prior to the application deadline, as outlined in the ECHO Guidebook.
 - a. Additional supporting documents for Not-for-Profit organizations:
 - i. IRS letter granting Not-for-Profit 501 (c) (3) status in Florida.
 - ii. The most recent Uniform Business Report (Annual Report) filed with the State of Florida, Division of Corporations.
 - iii. Unrestrictive ownership or undisturbed use of facility documentation (unless the project is an acquisition).
 - iv. Letter of intent to sell from the owner for Acquisition Projects.

DRAWINGS

1. Drawings are required from ALL applicants (documents must be legible and to scale with legends):
 - b. Current drawings and/or excavation plans for the facility.
 - a. Site survey with existing structures and site plans with structures.
2. Vacant land acquisition projects shall include:
 - a. Conceptual drawings of improvements to the property, which are to be completed within two years of acquisition.
 - b. Proposed structures must include elevations, floor plans and design elements such as landscaping.
3. Street Locator Map (indicate the physical location of the project within the local areas; include road names and "North" for directional reference).
4. Site Plan should show the building footprint, travel ways, parking, landscaping, etc. This section should include:
 - a. Site Survey
 - b. Trees and topography
 - c. Civil drawing
 - d. Water retention drainage and circulation
5. Preliminary and Schematic Drawings. Drawings should show:
 - a. A general model of floor/site plans, showing the location of project elements.
 - b. Florida-friendly landscape plan (The Florida Friendly Landscaping guide can be found at https://ffl.ifas.ufl.edu/pdf/FYN_Plant_Selection_Guide_2015.pdf).
6. Design and Development Documents. Documents should show more detail including:
 - a. Selection of materials and engineering systems involved.
 - b. Detailed cost estimate
 - c. Environmentally sustainable materials



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

7. Construction Documents should include written and graphic instructions. These documents should be focused on specifications for the project (building systems, floor plans, elevations, etc.) and should include site utilities and ADA information.
 - a. Outdoor, trails, parks, sports facilities and playgrounds require a bid set of plans, which are ready to be used for the procurement process.
 - b. New construction, facility remodel and historic projects require a set of A&E plans, which are ready to be used for the procurement process.
 - c. Historic projects need to demonstrate research and compliance with the Historic Preservation Standards and Guidelines.
8. Permanent ECHO Sign documents should include site design, materials, and site placement.

See Supplemental Document Page 7



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

S

CERTIFICATION OF INFORMATION AND COMPLIANCE FORM

I/We certify that all of the information contained within this application and subsequent attachments is true and correct to the best of my/our knowledge and that the project for which the application is made shall be in compliance with the Americans with Disabilities Act of 1990, and that should a grant be awarded, the organization agrees to comply with the conditions of the grant award agreement including the Restrictive Covenants.

OFFICIAL WITH AUTHORITY TO CONTRACT FOR THE OWNER OF THE PROPERTY
Signature/Date:
Printed Name: Donald O. Burnette, Mayor
Phone #: <u>386 506-5501</u>
OFFICIAL WITH AUTHORITY TO CONTRACT FOR THE APPLICANT
Signature/Date:
Printed Name: Donald O. Burnette, Mayor
Phone #: <u>386 506-5501</u>
CHIEF FINANCIAL OFFICER FOR THE APPLICANT
Signature/Date:
Printed Name: Jonathan McKinney, Finance Director
Phone #: <u>386 506-5503</u>
NOT FOR PROFITS ONLY – PRESIDENT, BOARD OF DIRECTORS
Signature/Date:
Printed Name:
Phone #:
Executive Board or Board of Directors reviewed and approved this application on (date):



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

PROJECT/CONSTRUCTION TIMELINE CHART

Description	July - Sept 2024	Oct - Dec 2024	Jan - March 2025	April - June 2025
Design-Build Bid/Award				
Construction				
Sign Installation				



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

Attachment Checklist: Please check your application before submitting.

The following items/documentation **must** be included with your application, or your application **will not** be scored. All match sources must be secured, and proof thereof submitted by the application deadline.

APPLICANT

- ☒ ECHO Application, completed and signed.
- ☒ Mission Statement for Organization
- ☒ Proof of ownership or copy of lease.
- ☒ Restrictive Covenants or Statement agreeing to follow this requirement
- ☒ Project Budget Detail Chart
- ☒ Official Documentation of Match
- ☒ Business Plan
- ☒ Feasibility Study
- ☒ Marketing Plan
- ☒ Fiscal Stability Chart
- ☒ Financial Audit Documents (listed in the ECHO Guidebook page 15)
- ☒ Not-for-Profits only: IRS Status Letter classifying Organization as a 501(c) (3) **N/A**
- ☒ Completed and signed Drawings
- ☒ Street Locator Map
- ☒ Site Plan
- ☒ Preliminary & Schematic Drawings
- ☒ Design & Development Documents **N/A**
- ☒ Construction Documents
- ☒ Permanent ECHO Sign Documents
- ☒ Certification of Information and Compliance
- ☒ Project/Construction Timeline Chart
- ☐ Other



2024 GRANTS-IN-AID

STANDARD & EXCEPTIONAL GRANT APPLICATION



CITY OF PORT ORANGE

SUPPLEMENTAL ATTACHMENTS

CITY CENTER PLAYGROUND

Table of Contents

Drawings.....	4-8
Match Documentation.....	9-11
Fee Schedule.....	12
Maintenance Schedule.....	15
Financial Statements.....	18-27
Supplemental Audit Report.....	44-48
Proof of Ownership Deed	44
Strategic Plan	57-69
Additional Information	70

DRAWINGS

1. Drawings are required from all applicants (documents must be legible and to scale with legends):
 - a. Current drawings and/or excavation plans for the facility.
 - b. Site survey with existing structures and site plans with structures.
2. Vacant land acquisition projects shall include:
 - a. Conceptual drawings of improvements to the property, which are to be completed within two years of acquisition.
 - b. Proposed structures must include elevations, floor plans and design elements such as landscaping.
3. Street Locator Map (indicate the physical location of the project within the local areas; include road names and “North” for directional reference).
4. Site Plan should show the building footprint, travel ways, parking, landscaping, etc. (plans should be to scale). This section should include:
 - a. Site survey
 - b. Trees and topography
 - c. Civil drawing
 - d. Water retention drainage and circulation
5. Preliminary and Schematic Drawings. Drawings should show:
 - a. A general model of floor/site plans, showing location of project elements.
 - b. Florida-friendly landscape plan (The Florida Friendly Landscaping guide can be found at https://ffl.ifas.ufl.edu/pdf/FYN_Plant_Selection_Guide_2015.pdf)
6. Design and Development Documents. Documents should show more detail including:
 - a. Selection of materials and engineering systems involved
 - b. Detailed cost estimate
 - c. Environmentally sustainable materials.
7. Construction Documents should include written and graphic instructions. These documents should be focused on specifications for the project (building systems, floor plans, elevations, etc.) and should include site utilities and ADA information.
 - a. Outdoor, trails, parks, sports facilities, and playgrounds require a bid set of plans, which are ready to be used for the procurement process.
 - b. New construction, facility remodel and historic projects require a set of A&E plans, which are ready to be used for the procurement process.
 - c. Historic projects need to demonstrate research and compliance with the Historic Preservation Standards and Guidelines.
8. Permanent ECHO Sign documents should include sign design, materials, and site placement.

NOTE: This is a design/build project. Draft RFP is attached on pages 61-123

EXISTING PLAYGROUND EQUIPMENT



PROPOSED NEW PLAYGROUND EQUIPMENT AND PAVILLION



CITY OF PORT ORANGE

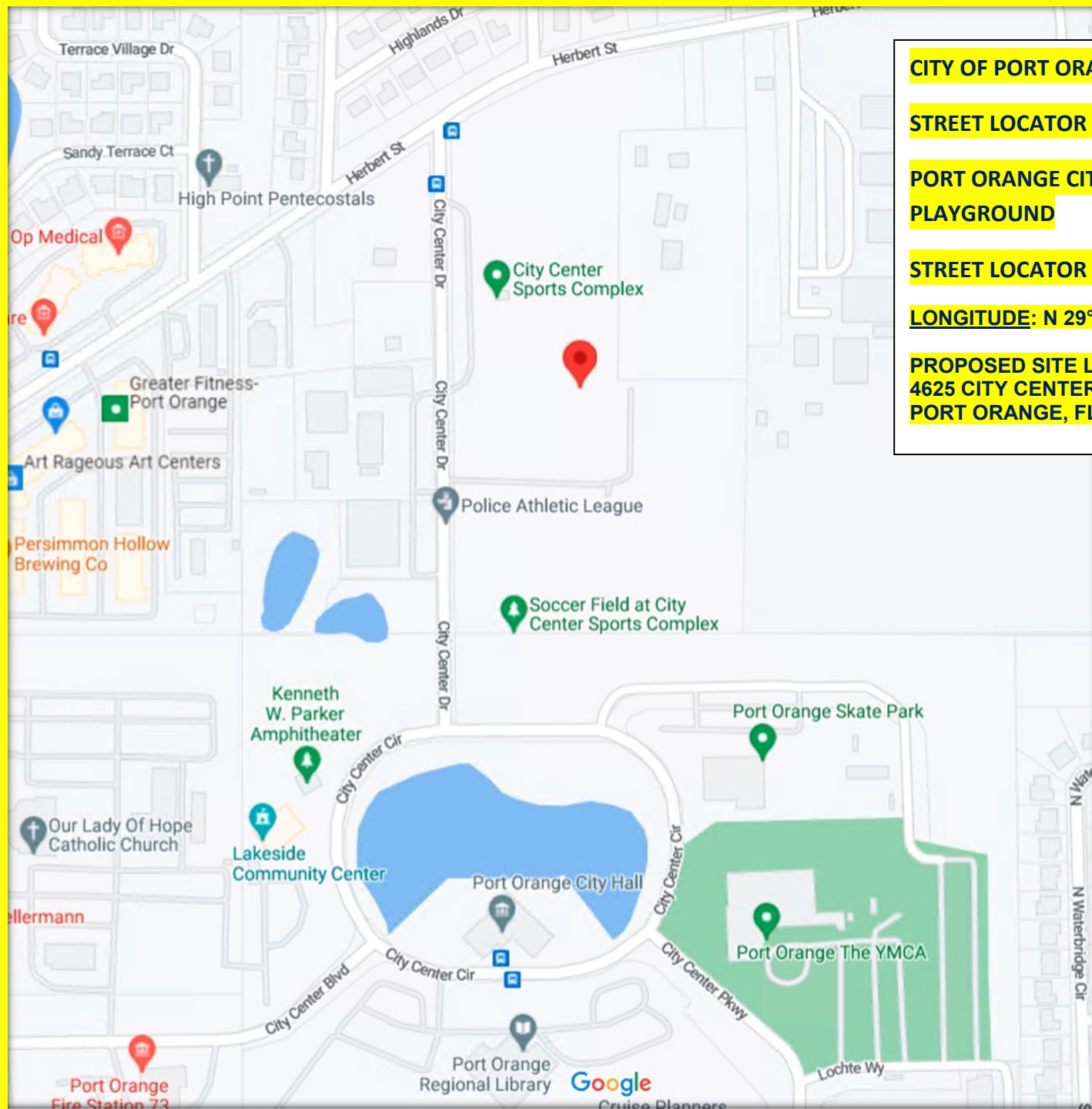
STREET LOCATOR MAP

**PORT ORANGE CITY CENTER
PLAYGROUND**

STREET LOCATOR MAP

LONGITUDE: N 29° 15557 LATITUDE: W 080° 97999

**PROPOSED SITE LOCATION
4625 CITY CENTER DRIVE
PORT ORANGE, FLORIDA 32129**







ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

PRELIMINARY AND SCHEMATIC DRAWINGS

NOTE: This is a design/build project. Draft RFP is attached on pages 64-124

CITY OF PORT ORANGE



MATCH DOCUMENTATION



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

DRAFT

RESOLUTION NO. 23-

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; APPROVING THE GRANT AGREEMENT FROM THE COUNTY OF VOLUSIA IN THE AMOUNT OF \$200,000.00 FOR PLAYGROUND IMPROVEMENTS AT CIRCLE CENTER PARK; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ANY AGREEMENTS OR CONTRACTS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the County of Volusia provides financial assistance under the Volusia ECHO Grant Program for the encouragement of Environmental, Cultural, Historic, and Outdoor projects that benefit Volusia; and

WHEREAS, the City Council of the City of Port Orange is proposing a playground improvements at Circle Center Playground; and

WHEREAS, the County of Volusia approved the grant in the amount of \$200,000.00 for the ECHO Award Circle Center Playgrounds Improvements.

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

Section 1. The City Council of the City of Port Orange hereby approves the Grant Agreement for grant funds from the County of Volusia ECHO Award 20-09 Airport Road Playground Replacement in the amount of \$200,000.00.

Section 2. The City is committed to a \$200,000.00 cash match contribution.

Section 3. This resolution shall become effective immediately upon adoption.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

(RESO. NO. 20-15)

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, CMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Matthew J. Jones, City Attorney





FEE SCHEDULE

RESOLUTION NO. 22-24

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, ESTABLISHING REVISED FEES FOR PARKS AND RECREATION FACILITY USE, ATHLETIC PROGRAMS, SENIOR PROGRAMS, AND MISCELLANEOUS SERVICES; SUPERSEDING PRIOR RESOLUTIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange Recreation Department offers youth and adult athletic programs, playground programs, adult and senior programs and classes; and

WHEREAS, the City of Port Orange incurs administrative expenses to organize these programs and activities, register participants and provide supervision; and

WHEREAS, additional costs are incurred in providing uniforms, supplies, equipment, and officials for the athletic programs which are defrayed, in part, by sponsor fees and registration fees; and

WHEREAS, the City Council desires to have such costs borne by persons participating in designated programs and activities, and by team sponsors; and

WHEREAS, Chapter 50 of the Code of Ordinances, City of Port Orange, Florida, authorizes the City Council to establish by resolution fees for recreation activities.

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

Section 1. The fees, rates, and charges set forth in **Exhibits A-D**, attached hereto and incorporated herein by reference, are hereby established pursuant to the authority set forth in Chapter 50 of the Code of Ordinances.

Section 2. The City Council hereby authorizes the Parks and Recreation Director to adjust those fees within the approved range, as provided herein, based on costs incurred by the City for those particular services and programming that are affected by market conditions and supply chain issues.

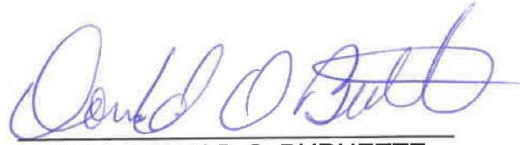


ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

(RESO. NO 22-24)

Section 3. This resolution shall supersede Resolution No. 22-9 and any conflicting resolutions.

Section 4. The fees established in this resolution shall become effective October 1, 2022.


MAYOR DONALD O. BURNETTE

ATTEST:


Robin L. Fenwick, MMC, City *clerk*

Adopted on the *16th* day of *September, 2022.*

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



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

RESO. NO 22-24

Exhibit A

YOUTH AND ADULT PROGRAM REGISTRATION FEES

Youth Sports	Range \$25-\$90	
Summer Rec Elem.	\$500	
Elem. Trip Package	\$175	
Teen Camp	\$600	
Camp T- Rec	Fee Set by Ormond Beach	Joint program with Ormond Beach
Registration Late Fee	\$10	

*Child= person under 18 years of age by May 1
Student= person over 18 as of May 1 with valid student ID.*

ADULT PROGRAMS

Adult Sports	Range \$30-\$100 PP
<i>PT- per team, PP- per person</i>	

SENIOR PROGRAMS

Senior Team Sport			Range \$30-\$100 PP
Senior Games	\$15	\$5 each add'l. event	Golf fee set by CHGC
Registration fee			Team fee \$50

PT- per team, PP- per person, Senior = 50 as of December 31 of current year

SPECIAL PROGRAMS

Parade entry fee	Range\$20-\$50 (NP,NC)	Range \$45-\$100 (FP, C)
Get Fit	\$50	
Mayor's Golf Tournament Fee	Range \$65-\$100	
General Parks & Recreation Program	Range \$0-\$150	

(NP) – Non profit, (NC)- non commercial, (FP)- for profit, (C)- commercial

PARK & RECREATION PARTNERS PROGRAMS

Youth Sport (Half year program)	\$3,433 per year	
Youth Sport (Full year program)	\$6,866 per year	
Adult Center Annual Club Fee (indoors)	\$200 ½ building	\$400 whole



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

RESO. NO 22-24

Exhibit B

SPONSOR FEES

Banner sponsor	\$500 per year	\$350 renewal
Scoreboard sponsor	\$3,000 for 3 years	
Youth team sponsor	\$350 per team	
Youth league Sponsor	\$1500 per league	(min. 6 teams per league)

ATHLETIC FACILITIES

Gym (1 court) per hour	\$50	
Gym Tournament (per court)		\$600 per day
Ball Fields (1-bb or 1 soccer)		\$30 per hour
Ball Fields Tournament (per field)		\$200 per day
Light Fee per field	\$15 per hour	\$35 Tournament per day
Hard Court with lights		\$20 per hour PC
Hard Court Tournament		\$200.00 per day (per facility)
Skate Park Tournament		\$200 per day
Class	\$25 per hour	

PC = per court

ATHLETIC SERVICES

Tournament Prep (initial chalk, lines, paper products, base painting)	\$35 Per Field Per Day
Rental Field Prep Per Field	Range \$20 - \$500
Athletic Concessionaire (food, decals, photos, etc.) BLDG	\$500 per season
Athletic Concessionaire (food, decals, photos, etc.) Cart	\$200 per season
Concession Stand (nonprofit)	\$100 per day
Temporary Fence Rental per field	\$75
Extra Uniform	Range \$10 - \$30 PP



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

Exhibit C

LAKESIDE CENTER

Weekday Rate per hour	\$80 Whole	\$35 Lakeview	\$55 Community Room
Weekend Rate per hour	\$125		
Conference Rate (8:30- 5:30 weekdays only)	\$400		
Wedding Package	\$1500		
Lakeside Lawn per hour	\$17.50		
Lakeside Concession Per day	\$200 per day		
Deposit	\$100 or 50% up to \$100		

ADULT CENTER

A/C Weekday rate per hour	\$35 ½ building	\$70 Whole
A/C weekend rate per hour	\$125	
A/C Class Rental Per Hr.	\$25 ½ building	\$50 whole
Deposit	\$100	

SPECIAL EVENT FACILITIES

Amphitheater per hour	\$100	
City Center Complex per hour per section	\$50	
Riverwalk Park per hour per section	\$50	

The REC Fees

MEMBERSHIPS

	Youth	Senior/Students	Adult
Daily Pass	\$1-\$5	\$2-\$10	\$3-\$15
Monthly Membership	\$5-15	\$10-\$20	\$15-\$25
Annual Membership	\$45-\$60	\$55-\$70	\$65-\$80
New Card Fee	\$2		

Age at time of purchase: Youth= age 2-17, Adult= age 18-54, Senior= age 55+

Student requires valid college ID

Children under 2 are free

RENTALS

	Hourly
Mini-Gym (Whole)	\$45-\$60
Mini-Gym (1/2)	\$25-\$40
Court 1	\$55-\$70
Courts 2 & 3	\$95-\$110
Game Room	\$25-\$40
Teen Lounge	\$15-\$30
Multi-Purpose Room	\$15-\$30



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

RESO. NO 22-24

Exhibit C cont'd

CLASSES (Instructor Hourly Rental Rate)

Large Class (10 people +)	\$25
Small Class (<10 people)	\$15

ADDITIONAL FEES

Services Supplied by the City	Fee
Locker padlock - Purchase	\$5
Merchandise (shirts, stickers, drinkware, etc.)	\$1-\$50
Deposit	50%

ADDITIONAL VENUES

Picnic Pavilion per 3 hours Sm/Lg.	\$50 Sm	\$75 Lg.
Concessionaire Fee per day (based on event)	\$25-\$500	
Exhibitor Fee per day (based on event)	\$15- \$250	



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION
ADDITIONAL FEES

Services Supplied by the City	Fee
Electrical Fee for Pedestals	\$50.00 @
Trash Cans (Rental Includes Two)	\$2.00 @
Barricades	\$2.00 @
VIPS (volunteers in police services)	N/A
Parks, Public Works/ Public Utilities Staff	\$25.00 per hr.
Water Hook Up	\$25.00
Deposit	\$100.00
Additional Part Time staff	\$15 per hr.
Cones	\$1.00 per cone
Electronic sign board	\$65.00 per day
Alcohol Fee	\$75
Memorial Tree, Bricks and Benches	Range \$35 to \$2500



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

MAINTENANCE SCHEDULE



City Center Sports Complex

Maintenance Schedule

- Check and Clean restrooms (daily), sweep, mop, bleach and stock supplies.
- Pick up all trash on ground (daily).
- Empty trash cans if trash bag is more than ¼ full or has a foul odor. 5.4 Blow off sidewalks and dugouts (daily).
- Drag ball fields (daily), water infields if infield clay is dry to the point that a dust cloud is present while dragging.
- Pick-up fallen palms and branches (daily) and trim trees if there are low hanging branches or if branches can be reached by hand without the use of a ladder.
- Check Port-a-Potties (daily) for cleanliness and stock.
- Rake mulch under swings (daily) and add mulch to playgrounds if low spots or trip hazards are present.
- Get ball fields ready for games when scheduled.
- Top dress holes on fields if low spots or trip hazards are present.
- Mow Ballfields once a week in the Fall/Winter and twice during the Spring/Summer or if grass height exceeds a playable level.
- Weed eat/edge ball fields as needed to include the soccer hill. 5.13 Spray for ants once per week or if there is a noticeable infestation.
- Pull/spray weeds in cracks in sidewalks/dugouts/ballfields, and in playgrounds once per week or if there is a noticeable infestation.
- Check playgrounds (Weekly) for broken equipment and safety hazards.
- Blow off parking lots as needed. 5.17 Check bleachers and benches for any broken parts and safety hazards (weekly).
- Make sure all bleacher covers are always tied down and secured. 5.19 Check irrigation on ballfields (weekly) and when issues are first noticed.
- Keep sheds cleaned at all times, stock supplies as needed.
- Pick up all trash on ground (daily).
- Pick-up fallen palms and branches (daily) and trim trees as needed.
- Spray for ants as needed.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

FINANCIAL AUDIT/REVIEW/AGREED UPON PROCEDURES

1. County of Volusia and Local Municipalities: must provide a link to their Financial Statement under GASB 34. The link should include the following documents:
 - a. A Management Letter from the last fiscal year Independent Auditor's Report on the Basic Financial Statement.
 - b. A Response Letter from the last fiscal year Independent Auditor's Report on the Basic Financial Statement.
 - c. An Opinion Letter from the last fiscal year Independent Auditor's Report on the Basic Financial Statement.
2. Not-for-Profit Organizations: the required financial information is determined by the operating revenue or expenses/expenditures annual average of the three fiscal years prior to the application deadline, as outlined in the ECHO Guidebook.
 - a. Additional supporting documents for Not-for-Profit organizations:
 - i. IRS letter granting Not-for-Profit 501 (c) (3) status in Florida.
 - ii. The most recent Uniform Business Report (Annual Report) filed with the State of Florida, Division of Corporations.
 - iii. Unrestrictive ownership or undisturbed use of facility documentation (unless the project is an acquisition).
 - iv. Letter of intent to sell from the owner for Acquisition Projects.

CITY OF PORT ORANGE



FINANCIAL DOCUMENTS

BASIC FINANCIAL STATEMENTS

MANAGEMENT LETTER

RESPONSE LETTER

OPINION LETTER



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

CITY OF PORT ORANGE, FLORIDA STATEMENT OF NET POSITION SEPTEMBER 30, 2022

	Governmental Activities	Business-type Activities	Total
ASSETS			
Equity in pooled cash and investments	\$ 48,832,441	\$ 37,838,779	\$ 86,671,220
Receivables, net	2,202,243	4,605,871	6,808,114
Internal balances	(4,336,154)	4,336,154	-
Due from other governments	2,187,290	87,243	2,274,533
Leases receivable	4,978,602	780,340	5,758,942
Inventories	131,653	1,019,149	1,150,802
Prepaid items	88,325	80,848	169,173
Restricted assets:			
Equity in pooled cash	10,936,626	27,187,191	38,123,817
Investments	340,878	-	340,878
Capital assets:			
Capital assets, not being depreciated	43,986,873	32,066,166	76,053,039
Other capital assets, net of depreciation	94,288,660	187,046,759	281,335,419
Total assets	<u>\$ 203,637,437</u>	<u>\$ 295,048,500</u>	<u>\$ 498,685,937</u>
DEFERRED OUTFLOWS OF RESOURCES			
Deferred loss on bond refunding	\$ 34,827	\$ -	\$ 34,827
Deferred outflows related to pensions	18,488,686	2,204,861	20,693,547
Deferred outflows related to OPEB	337,898	94,972	432,870
Total deferred outflows	<u>\$ 18,861,411</u>	<u>\$ 2,299,833</u>	<u>\$ 21,161,244</u>
LIABILITIES			
Accounts payable and accrued liabilities	\$ 2,610,220	\$ 504,212	\$ 3,114,432
Customer deposits	1,169,262	3,876,100	5,045,362
Unearned revenue	279,927	521,121	801,048
Accrued interest payable	-	22,204	22,204
Noncurrent liabilities:			
Due within one year:			
Bonds and notes payable	775,000	2,025,812	2,800,812
Compensated absences	400,735	102,028	502,763
Due in more than one year:			
Bonds and notes payable	25,944,142	9,034,565	34,978,707
Compensated absences	2,505,384	636,263	3,141,647
Total OPEB liability	5,324,506	1,496,533	6,821,039
Net pension liability	39,523,237	3,488,948	43,012,185
Total liabilities	<u>\$ 78,532,413</u>	<u>\$ 21,707,786</u>	<u>\$ 100,240,199</u>
DEFERRED INFLOWS OF RESOURCES			
Deferred inflows related to pensions	\$ 2,122,319	\$ 307,769	\$ 2,430,088
Deferred inflows related to OPEB	1,293,381	363,525	1,656,906
Deferred inflows related to leases	4,905,083	815,515	5,720,598
Total deferred inflows of resources	<u>\$ 8,320,783</u>	<u>\$ 1,486,809</u>	<u>\$ 9,807,592</u>
NET POSITION			
Net investment in capital assets	\$ 111,591,218	\$ 208,052,548	\$ 319,643,766
Restricted for:			
Public safety	1,061,123	-	1,061,123
Community redevelopment projects	427,265	-	427,265
Transportation	6,226,593	-	6,226,593
Debt service	726,150	833,461	1,559,611
Capital improvements	1,925,166	10,969,890	12,895,056
Inspections and other purposes	4,845,157	15,280,301	20,125,458
Unrestricted	8,842,980	39,017,538	47,860,518
Total net position	<u>\$ 135,645,652</u>	<u>\$ 274,153,738</u>	<u>\$ 409,799,390</u>

The accompanying notes to financial statements are an integral part of this statement.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

CITY OF PORT ORANGE, FLORIDA STATEMENT OF ACTIVITIES FOR THE YEAR ENDED SEPTEMBER 30, 2022

Functions/Programs	Expenses	Program Revenues			Net (Expense) Revenue and Changes in Net Position		
		Charges for Services	Operating Grants and Contributions	Capital Grants and Contributions	Governmental Activities	Business-type Activities	Total
Governmental activities:							
General government	\$ 13,305,941	\$ 5,934,084	\$ -	\$ 792,476	\$ (6,579,381)	\$ -	\$ (6,579,381)
Public safety	28,294,155	1,636,828	9,981,987	259,074	(16,416,266)	-	(16,416,266)
Transportation	7,714,947	335,596	1,262,700	1,272,198	(4,844,453)	-	(4,844,453)
Economic environment	41,533	52,035	-	-	10,502	-	10,502
Culture and recreation	5,350,046	753,911	794,672	612,216	(3,189,247)	-	(3,189,247)
Interest on long-term debt	941,657	-	-	-	(941,657)	-	(941,657)
Total governmental activities	55,648,279	8,712,454	12,039,359	2,935,964	(31,960,502)	-	(31,960,502)
Business-type activities:							
Water and sewer	25,936,778	28,369,383	1,273,200	2,288,320	-	5,994,125	5,994,125
Solid waste	7,837,779	8,798,079	-	-	-	960,300	960,300
Stormwater	4,198,119	4,619,234	-	-	-	421,115	421,115
Golf course	1,838,051	1,816,125	-	-	-	(21,926)	(21,926)
Total business-type activities	39,810,727	43,602,821	1,273,200	2,288,320	-	7,353,614	7,353,614
Total primary government	\$ 95,459,006	\$ 52,315,275	\$ 13,312,559	\$ 5,224,284	(31,960,502)	7,353,614	(24,606,888)
General revenues:							
Property taxes					19,736,152	-	19,736,152
Sales taxes					4,377,233	-	4,377,233
Casualty and fire insurance premium taxes					973,008	-	973,008
Public service taxes					6,204,935	-	6,204,935
Other taxes					1,937,177	-	1,937,177
Franchise and utility taxes					4,020,775	-	4,020,775
State revenue sharing					3,670,235	-	3,670,235
Investment earnings (loss)					(837,488)	(912,094)	(1,749,582)
Miscellaneous revenues					1,254,089	(2,437)	1,251,652
Transfers					90,808	(90,808)	-
Total general revenues and transfers					41,426,924	(1,005,339)	40,421,585
Change in net position					9,466,422	6,348,275	15,814,697
Net position - beginning of year					126,179,230	267,805,463	393,984,693
Net position - ending of year					\$ 135,645,652	\$ 274,153,738	\$ 409,799,390

The accompanying notes to financial statements are an integral part of this statement.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

CITY OF PORT ORANGE, FLORIDA BALANCE SHEET GOVERNMENTAL FUNDS SEPTEMBER 30, 2022

	General Fund	Eastport Business Center CRA Fund	Town Center CRA Fund	Nonmajor Governmental Funds	Total Governmental Funds
ASSETS					
Equity in pooled cash and investments	\$ 30,019,899	\$ 403,092	\$ -	\$ 19,152,012	\$ 49,575,003
Investments	-	-	-	340,878	340,878
Receivables, net	1,985,891	24,173	19,623	325,114	2,354,801
Due from other governments	1,051,836	-	-	962,943	2,014,779
Due from other funds	1,057,266	-	-	-	1,057,266
Leases receivable	3,779,117	-	-	1,199,485	4,978,602
Inventories	131,653	-	-	-	131,653
Prepaid items	275	-	-	1,402,517	1,402,792
Advances to other funds	1,994,374	-	-	-	1,994,374
Total assets	<u>\$ 40,020,311</u>	<u>\$ 427,265</u>	<u>\$ 19,623</u>	<u>\$ 23,382,949</u>	<u>\$ 63,850,148</u>
LIABILITIES					
Accounts payable and accrued liabilities	\$ 1,265,792	\$ -	\$ 17	\$ 574,784	\$ 1,840,593
Customer deposits	35,583	-	1,540	1,132,139	1,169,262
Unearned revenue	167,347	-	80	112,500	279,927
Due to other funds	-	-	2,465,391	1,057,266	3,522,657
Advances from other funds	-	-	1,994,374	1,057,266	3,051,640
Total liabilities	<u>1,468,722</u>	<u>-</u>	<u>4,461,402</u>	<u>3,933,955</u>	<u>9,864,079</u>
DEFERRED INFLOWS OF RESOURCES					
Deferred inflows related to leases	3,732,013	-	-	1,173,070	4,905,083
Total deferred inflows of resources	<u>3,732,013</u>	<u>-</u>	<u>-</u>	<u>1,173,070</u>	<u>4,905,083</u>
FUND BALANCES					
Nonspendable:					
Inventories	131,653	-	-	-	131,653
Prepaid items	275	-	-	-	275
Advances to other funds	1,994,374	-	-	-	1,994,374
Restricted for:					
Public safety	705,422	-	-	355,701	1,061,123
Inspections	-	-	-	4,744,118	4,744,118
Recreation	101,039	-	-	-	101,039
Debt service	-	-	-	2,128,667	2,128,667
Capital improvements	-	-	-	1,925,166	1,925,166
Community redevelopment	-	427,265	-	-	427,265
Transportation projects	-	-	-	2,926,090	2,926,090
Transportation impact	-	-	-	3,300,503	3,300,503
Committed to:					
Tree replacement	115,497	-	-	-	115,497
ARPA transition projects	9,190,948	-	-	-	9,190,948
Recreation facility improvements	-	-	-	821,616	821,616
Assigned to:					
Subsequent year's budget	70,852	-	-	-	70,852
Capital improvements	-	-	-	2,990,103	2,990,103
Business development	-	-	-	116,808	116,808
General government	-	-	-	24,418	24,418
Purchases on account	536,955	-	-	-	536,955
Unassigned	21,972,561	-	(4,441,779)	-	17,530,782
Total fund balances	<u>34,819,576</u>	<u>427,265</u>	<u>(4,441,779)</u>	<u>19,333,190</u>	<u>50,138,252</u>
Total liabilities, deferred inflows of resources, and fund balances	<u>\$ 36,288,298</u>	<u>\$ 427,265</u>	<u>\$ 19,623</u>	<u>\$ 23,267,145</u>	<u>\$ 60,002,331</u>

The accompanying notes to financial statements are an integral part of this statement.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

CITY OF PORT ORANGE, FLORIDA RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS TO THE STATEMENT OF NET POSITION SEPTEMBER 30, 2022

Fund balances - total governmental funds \$ 50,138,252

Amounts reported for governmental activities in the statement of activities are different because:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in the funds

Total governmental capital assets	222,566,644	
Less: accumulated depreciation	(90,645,001)	131,921,643

On the governmental fund statements, a net pension liability is not recorded until an amount is due and payable and the pension plan's fiduciary net position is not sufficient for payment of those benefits (no such liability exists at the end of the current fiscal year). On the statement of net position, the City's net pension liability of the defined benefit pension plans is reported as a noncurrent liability. Additionally, deferred outflows and deferred inflows related to pensions are also reported.

Net pension liability	(39,523,237)	
Deferred outflows related to pensions	18,488,686	
Deferred inflows related to pensions	(2,122,319)	(23,156,870)

On the governmental fund statements, a total OPEB liability is not recorded unless an amount is due and payable (no such liability exists at the end of the current fiscal year). On the Statement of Net Position, the City's total OPEB liability is reported as a noncurrent liability. Additionally, deferred outflows and deferred inflows related to OPEB are also reported.

Total OPEB liability	(5,324,506)	
Deferred outflows related to OPEB	337,898	
Deferred inflows related to OPEB	(1,293,381)	(6,279,989)

Internal service funds are used by management to charge the costs of data processing, insurance, fleet lease and maintenance, building maintenance, and internal loans to individual funds. These assets and liabilities of the internal service funds are included in governmental activities in the statement of net position.

Total net position	18,113,134	
Less: amounts attributable to business-type activities	(4,336,154)	13,776,980

Prepaid principal and interest payments on long-term debt are not recorded as expenditures at the fund level, but are applied against the debt and accrued interest balances in the government-wide financial statements.

(1,402,517)

Long-term liabilities, including bonds payable and notes payable, are not due and payable in the current period and, therefore, are not reported in the funds. These liabilities, deferred outflows, and other debt-related deferred charges consist of the following:

Bonds and notes payable	(25,695,000)	
Unamortized bond discounts and premiums	(1,024,142)	
Unamortized deferred loss on bond refunding	34,827	
Compensated absences	(2,667,532)	(29,351,847)

Net position of governmental activities

\$ 135,645,652

The accompanying notes to financial statements are an integral part of this statement.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

CITY OF PORT ORANGE, FLORIDA STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE GOVERNMENTAL FUNDS FOR THE YEAR ENDED SEPTEMBER 30, 2022

	General Fund	Eastport Business Center CRA Fund	Town Center CRA Fund	Nonmajor Governmental Funds	Total Governmental Funds
Revenues					
Taxes	\$ 27,684,002	\$ 124,485	\$ 101,839	\$ 2,141,900	\$ 30,052,226
Permits and fees	4,103,783	-	-	3,376,166	7,479,949
Intergovernmental	17,822,432	177,491	145,434	1,325,420	19,470,777
Charges for services	5,041,425	-	4,033	259,115	5,304,573
Fines and forfeitures	352,837	-	-	-	352,837
Investment income (loss)	(420,022)	(4,904)	-	(243,974)	(668,900)
Miscellaneous	288,969	-	48,002	475,919	812,890
Total revenues	54,873,426	297,072	299,308	7,334,546	62,804,352
Expenditures					
Current:					
General government	7,309,637	-	-	2,206,655	9,516,292
Public safety	26,155,119	-	-	116,703	26,271,822
Transportation	2,791,735	-	-	1,602,717	4,394,452
Economic environment	-	10,956	24,008	-	34,964
Culture and recreation	4,360,910	-	-	191,507	4,552,417
Capital outlay	273,629	-	-	6,169,359	6,442,988
Debt service:					
Principal retirement	-	-	-	1,590,000	1,590,000
Interest and fiscal charges	-	-	-	1,097,612	1,097,612
Other charges	-	-	-	2,250	2,250
Total expenditures	40,891,030	10,956	24,008	12,976,803	53,902,797
Excess (deficiency) of revenues over expenditures	13,982,396	286,116	275,300	(5,642,257)	8,901,555
Other financing sources (uses)					
Transfers in	3,522,012	-	-	6,955,684	10,477,696
Transfers out	(7,390,458)	(235,101)	(402,069)	(110,465)	(8,138,093)
Total other financing sources (uses)	(3,868,446)	(235,101)	(402,069)	6,845,219	2,339,603
Net change in fund balances	10,113,950	51,015	(126,769)	1,202,962	11,241,158
Fund balances, beginning of year	24,705,626	376,250	(4,315,010)	18,130,228	38,897,094
Fund balances, end of year	\$ 34,819,576	\$ 427,265	\$ (4,441,779)	\$ 19,333,190	\$ 50,138,252

The accompanying notes to financial statements are an integral part of this statement.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

CITY OF PORT ORANGE, FLORIDA RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES FOR THE YEAR ENDED SEPTEMBER 30, 2022

Net change in fund balances - total governmental funds \$ 11,241,158

Differences in amounts reported for governmental activities in the statement of activities are:

Governmental funds report capital outlays as expenditures. However, in the statement of activities, the cost of those assets is depreciated over their estimated useful lives.

Capital outlay expenditures	6,442,988
Depreciation expense	(6,480,856)
Contributed capital assets	971,037

The net effect of various miscellaneous transactions involving capital assets (i.e. sales, trade-ins, donations, CIP project abandoned) is to decrease net position. (1,013,292)

Bond and loan proceeds are reported as financing sources in the governmental funds. However, the issuance of debt is reported as long-term debt payable in the statement of net position. Repayment of bond and note principal is an expenditure in the governmental funds, but the repayment of debt principal reduces long-term liabilities in the statement of net position. These amounts are as follows:

Principal repayment of general long-term debt	1,590,000
---	-----------

Revenues in the statement of activities that do not provide current financial resources are not reported as revenues in governmental funds (reduction in delinquent taxes). (28,648)

Governmental funds report contributions to defined benefit pension plans as expenditures. However, in the statement of activities, the amount contributed to defined benefit pension plans reduces future net pension liability. Also included in pension expense in the statement of activities are amounts required to be amortized.

Change in net pension liability and deferred inflows/outflows related to pensions	(140,889)
---	-----------

Under the modified accrual basis of accounting used in the governmental funds, expenditures are not recognized for transactions that are not normally paid with expendable available financial resources. In the statement of activities, however, which is presented on the accrual basis, expenses and liabilities are reported regardless of when financial resources are available. In addition, interest on long-term debt is not recognized under the modified accrual basis of accounting until due, rather than as it accrues. These adjustments are as follows:

Amortization of bond discounts and premiums	128,555
Change in accrued interest on long-term debt	29,650
Change in compensated absences liability	(284,361)
Change in total OPEB liability and deferred inflows/outflows related to OPEB	(566,229)

Internal service funds are used by management to charge the costs of certain activities to individual funds. The portion of net revenue/expense of internal service funds reported within governmental activities for the year. (2,422,691)

Change in net position of governmental activities \$ 9,466,422

The accompanying notes to financial statements are an integral part of this statement.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - GENERAL FUND
FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
Revenues				
Taxes	\$ 27,119,305	\$ 27,119,305	\$ 27,684,002	\$ 564,697
Permits and fees	3,551,000	3,551,000	4,103,783	552,783
Intergovernmental	5,881,000	15,862,987	17,822,432	1,959,445
Charges for services	4,436,450	4,561,450	5,041,425	479,975
Fines and forfeitures	234,000	234,000	352,837	118,837
Investment income (loss)	106,850	106,850	(420,022)	(526,872)
Miscellaneous	401,815	364,900	288,969	(75,931)
Total revenues	41,730,420	51,800,492	54,873,426	3,072,934
Expenditures				
Current:				
General government:				
Mayor and Council	252,662	302,662	230,348	72,314
City Manager	652,875	778,714	617,238	161,476
Finance and administration	2,550,815	2,658,133	2,318,297	339,836
Legal	787,181	828,845	615,030	213,815
Planning and community development	1,240,133	1,523,227	1,188,875	334,352
Nondepartmental	2,722,354	11,654,910	2,362,406	9,292,504
Total general government	8,206,020	17,746,491	7,332,194	10,414,297
Public safety:				
Law enforcement	15,775,220	16,308,711	14,402,558	1,906,153
Fire safety	11,025,990	11,792,758	11,314,304	478,454
Code enforcement	533,663	534,663	445,858	88,805
Total public safety	27,334,873	28,636,132	26,162,720	2,473,412
Transportation	2,979,464	4,664,043	2,797,116	1,866,927
Culture and recreation	4,887,089	5,191,316	4,599,000	592,316
Total expenditures	43,407,446	56,237,982	40,891,030	15,346,952
Excess (deficiency) of revenues over expenditures	<u>(1,677,026)</u>	<u>(4,437,490)</u>	<u>13,982,396</u>	<u>18,419,886</u>
Other financing sources (uses)				
Transfers in	1,896,202	4,335,014	3,522,012	(813,002)
Transfers out	<u>(1,945,626)</u>	<u>(9,669,058)</u>	<u>(7,390,458)</u>	<u>2,278,600</u>
Total other financing sources (uses)	(49,424)	(5,334,044)	(3,868,446)	1,465,598
Net change in fund balances	<u>(1,726,450)</u>	<u>(9,771,534)</u>	<u>10,113,950</u>	<u>19,885,484</u>
Fund balances, beginning of year	24,705,626	24,705,626	24,705,626	-
Fund balances, end of year	<u>\$ 22,979,176</u>	<u>\$ 14,934,092</u>	<u>\$ 34,819,576</u>	<u>\$ 19,885,484</u>

The accompanying notes to financial statements are an integral part of this statement.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - EASTPORT BUSINESS CENTER CRA
FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Budgeted Amounts		Actual	Variance with Final Budget
	Original	Final		
Revenues				
Taxes	\$ 124,089	\$ 124,089	\$ 124,485	\$ 396
Intergovernmental	165,249	165,249	177,491	12,242
Investment income (loss)	2,400	2,400	(4,904)	(7,304)
Total revenues	<u>291,738</u>	<u>291,738</u>	<u>297,072</u>	<u>5,334</u>
Expenditures				
Current:				
Economic environment	11,570	56,637	10,956	45,681
Capital outlay	3,500	-	-	-
Total expenditures	<u>15,070</u>	<u>56,637</u>	<u>10,956</u>	<u>45,681</u>
Excess (deficiency) of revenues over expenditures	<u>276,668</u>	<u>235,101</u>	<u>286,116</u>	<u>51,015</u>
Other financing sources (uses)				
Transfers out	(235,101)	(235,101)	(235,101)	-
Net change in fund balances	<u>41,567</u>	<u>-</u>	<u>51,015</u>	<u>51,015</u>
Fund balances, beginning of year	376,250	376,250	376,250	-
Fund balances, end of year	<u>\$ 417,817</u>	<u>\$ 376,250</u>	<u>\$ 427,265</u>	<u>\$ 51,015</u>

The accompanying notes to financial statements are an integral part of this statement.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

CITY OF PORT ORANGE, FLORIDA
STATEMENT OF REVENUES, EXPENDITURES AND CHANGES IN FUND BALANCE
BUDGET AND ACTUAL - TOWN CENTER CRA
FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Budgeted Amounts			Variance with
	Original	Final	Actual	Final Budget
Revenues				
Taxes	\$ 102,553	\$ 102,553	\$ 101,839	\$ (714)
Intergovernmental	136,072	125,970	145,434	19,464
Charges for services	4,000	4,000	4,033	33
Investment income (loss)	1,000	1,000	-	(1,000)
Miscellaneous	-	48,286	48,002	(284)
Total revenues	<u>243,625</u>	<u>281,809</u>	<u>299,308</u>	<u>17,499</u>
Expenditures				
Current:				
Economic environment	33,870	33,870	24,008	9,862
Debt service:				
Interest and fiscal charges	57,694	94,708	-	94,708
Total expenditures	<u>91,564</u>	<u>128,578</u>	<u>24,008</u>	<u>104,570</u>
Excess (deficiency) of revenues over expenditures	<u>152,061</u>	<u>153,231</u>	<u>275,300</u>	<u>122,069</u>
Other financing sources (uses)				
Transfers in	250,008	248,838	-	(248,838)
Transfers out	(402,069)	(402,069)	(402,069)	-
Total other financing sources (uses)	<u>(152,061)</u>	<u>(153,231)</u>	<u>(402,069)</u>	<u>(248,838)</u>
Net change in fund balances	<u>-</u>	<u>-</u>	<u>(126,769)</u>	<u>(126,769)</u>
Fund balances, beginning of year	(4,315,010)	(4,315,010)	(4,315,010)	-
Fund balances, end of year	<u>\$ (4,315,010)</u>	<u>\$ (4,315,010)</u>	<u>\$ (4,441,779)</u>	<u>\$ (126,769)</u>

The accompanying notes to financial statements are an integral part of this statement.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

CITY OF PORT ORANGE, FLORIDA STATEMENT OF NET POSITION PROPRIETARY FUNDS SEPTEMBER 30, 2022

	Business-type Activities - Enterprise Funds					Governmental Activities - Internal Service Funds
	Water and Sewer	Solid Waste	Stormwater Utility	Golf Course	Total	
ASSETS						
Equity in pooled cash and investments	\$ 28,904,291	\$ 1,678,146	\$ 5,174,852	\$ 2,081,490	\$ 37,838,779	\$ 10,194,064
Accounts receivable, net	3,290,262	1,178,123	30,807	106,679	4,605,871	18,980
Due from other governments	85,143	1,220	880	-	87,243	973
Leases receivable	780,340	-	-	-	780,340	-
Inventories	997,834	-	138	21,177	1,019,149	-
Prepaid items	28,354	-	750	51,744	80,848	88,050
Due from other funds	-	-	-	-	-	2,465,391
Restricted current assets						
Equity in pooled cash	93,400	-	10,139	-	103,539	-
Total current assets	34,179,624	2,857,489	5,217,566	2,261,090	44,515,769	12,767,458
Noncurrent assets:						
Restricted cash	26,434,708	-	648,944	-	27,083,652	-
Capital assets:						
Land	15,993,805	42,800	12,514,670	949,209	29,500,484	-
Building and improvements	27,353,630	159,441	-	5,433,854	32,946,925	697,318
Infrastructure	271,526,473	-	41,853,965	-	313,380,438	-
Machinery and equipment	6,481,037	32,500	1,533,432	142,512	8,189,481	31,141,861
Construction in progress	2,565,682	-	-	-	2,565,682	49,573
Accumulated depreciation	(152,775,269)	(167,609)	(11,016,505)	(3,510,702)	(167,470,085)	(25,534,862)
Total capital assets, net	171,145,358	67,132	44,885,562	3,014,873	219,112,925	6,353,890
Advances to other funds	1,559,061	-	-	-	1,559,061	-
Total noncurrent assets	199,139,127	67,132	45,534,506	3,014,873	247,755,638	6,353,890
Total assets	\$ 233,318,751	\$ 2,924,621	\$ 50,752,072	\$ 5,275,963	\$ 292,271,407	\$ 19,121,348
DEFERRED OUTFLOWS OF RESOURCES						
Deferred outflows related to pensions	\$ 1,829,244	\$ 71,321	\$ 304,296	\$ -	\$ 2,204,861	\$ -
Deferred outflows related to OPEB	77,976	2,999	13,997	-	94,972	-
Total deferred outflows of resources	\$ 1,907,220	\$ 74,320	\$ 318,293	\$ -	\$ 2,299,833	\$ -
LIABILITIES						
Current liabilities:						
Accounts payable and accrued liabilities	\$ 209,725	\$ 136,453	\$ 17,635	\$ 59,064	\$ 422,877	\$ 326,627
Deposits	3,868,100	-	-	8,000	3,876,100	-
Unearned revenue	275,884	-	-	245,237	521,121	-
Estimated claims payable	-	-	-	-	-	443,000
Compensated absences	83,837	4,308	13,883	-	102,028	32,452
Payable from restricted assets:						
Accounts payable and accrued liabilities	81,335	-	-	-	81,335	-
Current maturities on long-term debt	1,596,137	-	429,675	-	2,025,812	-
Accrued interest payable	12,065	-	10,139	-	22,204	-
	6,127,083	140,761	471,332	312,301	7,051,477	802,079
Noncurrent liabilities:						
Bonds and notes payable, net	2,513,727	-	6,520,838	-	9,034,565	-
Advances from other funds	-	-	-	1,559,061	1,559,061	-
Compensated absences	521,316	26,874	88,073	-	636,263	206,135
Total OPEB liability	1,228,732	47,259	220,542	-	1,496,533	-
Net pension liability	2,894,576	112,858	481,514	-	3,488,948	-
Total noncurrent liabilities	7,158,351	186,991	7,310,967	1,559,061	16,215,370	206,135
Total liabilities	\$ 13,285,434	\$ 327,752	\$ 7,782,299	\$ 1,871,362	\$ 23,266,847	\$ 1,008,214
DEFERRED INFLOWS OF RESOURCES						
Deferred inflows related to pensions	\$ 255,338	\$ 9,955	\$ 42,476	\$ -	\$ 307,769	\$ -
Deferred inflows related to OPEB	298,472	11,479	53,574	-	363,525	-
Deferred inflows related to leases	815,515	-	-	-	815,515	-
Total deferred inflows of resources	\$ 1,369,325	\$ 21,434	\$ 96,050	\$ -	\$ 1,486,809	\$ -
NET POSITION						
Net investment in capital assets	\$ 167,035,494	\$ 67,132	\$ 37,935,049	\$ 3,014,873	\$ 208,052,548	\$ 6,353,890
Restricted for debt service	184,517	-	648,944	-	833,461	-
Restricted for Wetland Mitigation Credits	2,561,293	-	-	-	2,561,293	-
Restricted for renewal and replacement	12,719,008	-	-	-	12,719,008	-
Restricted for utility plant expansion	10,969,890	-	-	-	10,969,890	-
Unrestricted	27,101,010	2,582,623	4,608,023	389,728	34,681,384	11,759,244
Total net position	\$ 220,571,212	\$ 2,649,755	\$ 43,192,016	\$ 3,404,601	269,817,584	\$ 18,113,134
Cumulative adjustment to reflect consolidation of internal service fund activities related to enterprise funds					4,336,154	
Net position, business-type activities					\$ 274,153,738	

The accompanying notes to financial statements are an integral part of this statement.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

CITY OF PORT ORANGE, FLORIDA STATEMENT OF REVENUE, EXPENSES, AND CHANGES IN NET POSITION PROPRIETARY FUNDS FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Business-type Activities - Enterprise Funds				Governmental
	Water and Sewer	Solid Waste	Stormwater Utility	Golf Course	Activities - Internal Service Funds
Operating revenues					
Charges for services	\$ 28,185,308	\$ 8,797,986	\$ 4,618,186	\$ 1,816,088	\$ 43,417,568
Other revenues	184,075	93	1,048	37	185,253
Total operating revenues	28,369,383	8,798,079	4,619,234	1,816,125	43,602,821
Operating expenses					
Personal services	6,526,500	276,341	997,293	-	7,800,134
Contractual services	2,651,905	7,128,192	698,776	1,655,595	12,134,468
Other operating expenses	7,963,380	432,289	618,391	11,178	9,025,238
Insurance claims and expenses	-	-	-	-	-
Depreciation	8,615,964	957	1,602,824	171,278	10,391,023
Total operating expenses	25,757,749	7,837,779	3,917,284	1,838,051	39,350,863
Operating income (loss)	2,611,634	960,300	701,950	(21,926)	4,251,958
Nonoperating revenues (expenses)					
Investment earnings (loss)	(779,468)	(32,234)	(98,640)	(1,752)	(912,094)
Intergovernmental grants	1,273,200	-	-	-	1,273,200
Gain (loss) on disposition of capital assets	-	-	-	-	-
Interest and amortization expense	(179,029)	-	(280,835)	-	(459,864)
Total nonoperating revenues (expenses)	314,703	(32,234)	(379,475)	(1,752)	(98,758)
Income (loss) before contributions and transfers	2,926,337	928,066	322,475	(23,678)	4,153,200
Capital contributions	2,288,320	-	-	-	2,288,320
Transfers in	-	-	87,925	1,878,279	1,966,204
Transfers out	(1,523,867)	(225,649)	(307,496)	-	(2,057,012)
Change in net position	3,690,790	702,417	102,904	1,854,601	6,350,712
Net position, beginning of year	216,880,422	1,947,338	43,089,112	1,550,000	263,466,872
Net position, end of year	\$ 220,571,212	\$ 2,649,755	\$ 43,192,016	\$ 3,404,601	\$ 269,817,584
Change in proprietary funds net position					\$ 6,350,712
Adjustment to reflect consolidation of internal service fund activities related to enterprise funds					(2,437)
Change in net position of business-type activities					<u>\$ 6,348,275</u>

The accompanying notes to financial statements are an integral part of this statement.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

CITY OF PORT ORANGE, FLORIDA STATEMENT OF CASH FLOWS PROPRIETARY FUNDS FOR THE YEAR ENDED SEPTEMBER 30, 2022

	Business-type Activities - Enterprise Funds				Governmental Activities - Internal Service Funds
	Water and Sewer	Solid Waste	Stormwater Utility	Golf Course	Total
Cash flows from operating activities					
Cash received from customers	\$ 28,182,435	\$ 8,455,394	\$ 4,616,468	\$ 1,912,855	\$ 43,167,152
Cash paid to employees	(6,377,051)	(273,472)	(981,546)	-	(7,632,069)
Cash paid to suppliers	(10,822,975)	(7,983,638)	(1,511,769)	(1,697,333)	(22,015,715)
Net cash provided by (used in) operating activities	10,982,409	198,284	2,123,153	215,522	13,519,368
Cash flows from noncapital financing activities					
Transfers from other funds	-	-	87,925	1,878,279	1,966,204
Transfers to other funds	(1,523,867)	(225,649)	(307,496)	-	(2,057,012)
Intergovernmental grant proceeds	1,273,200	-	-	-	1,273,200
Interfund loans	-	-	-	(157,363)	(157,363)
Net cash provided by (used in) noncapital financing activities	(250,667)	(225,649)	(219,571)	1,720,916	1,025,029
Cash flows from capital and related financing activities					
Impact fees	2,288,320	-	-	-	2,288,320
Acquisition and construction of capital assets	(2,523,402)	-	(1,075,547)	(26,009)	(3,624,958)
Proceeds from sale of capital assets	-	-	-	-	-
Principal payments of long-term debt	(5,686,582)	-	(416,893)	-	(6,103,475)
Interest paid	(166,384)	-	(393,544)	-	(559,928)
Net cash provided by (used in) capital and related financing activities	(6,088,048)	-	(1,885,984)	(26,009)	(8,000,041)
Cash flows from investing activities					
Interest received (loss)	(779,468)	(32,234)	(98,640)	(1,752)	(912,094)
Net cash provided by (used in) investing activities	(779,468)	(32,234)	(98,640)	(1,752)	(912,094)
Net change in cash and cash equivalents	3,864,226	(59,599)	(81,042)	1,908,677	5,632,262
Cash and cash equivalents, beginning of year	51,568,173	1,737,745	5,914,977	172,813	59,393,708
Cash and cash equivalents, end of year	\$ 55,432,399	\$ 1,678,146	\$ 5,833,935	\$ 2,081,490	\$ 65,025,970
Cash and cash equivalents classified as:					
Unrestricted	\$ 28,904,291	\$ 1,678,146	\$ 5,174,852	\$ 2,081,490	\$ 37,838,779
Restricted	26,528,108	-	659,083	-	27,187,191
Total cash and cash equivalents	\$ 55,432,399	\$ 1,678,146	\$ 5,833,935	\$ 2,081,490	\$ 65,025,970
Reconciliation of operating income to net cash provided by operating activities:					
Operating income (loss)	\$ 2,611,634	\$ 960,300	\$ 701,950	\$ (21,926)	\$ 4,251,958
Adjustments to reconcile net operating income (loss) to net cash provided by (used in) operating activities:					
Depreciation	8,615,964	957	1,602,824	171,278	10,391,023
Changes in assets and liabilities:					
Accounts receivable	(246,703)	(342,685)	(2,799)	(87,692)	(679,879)
Due from other governments	(415)	-	33	-	(382)
Lease receivable	35,175	-	-	-	35,175
Inventories	(52,655)	-	(138)	(4,145)	(56,938)
Prepaid items	(10,354)	-	(750)	(12,666)	(23,770)
Accounts payable and accrued liabilities	(144,681)	(423,157)	(193,714)	(13,749)	(775,301)
Deposits	1,170	-	-	-	1,170
Unearned revenue	23,825	-	-	184,422	208,247
Compensated absences	91,893	5,944	2,323	-	100,160
Claims liability	-	-	-	-	-
Net pension liability	267,713	9,614	44,124	-	321,451
Total OPEB liability	(210,157)	(12,689)	(30,700)	-	(253,546)
Net cash provided by (used in) operating activities	\$ 10,982,409	\$ 198,284	\$ 2,123,153	\$ 215,522	\$ 13,519,368

The accompanying notes to financial statements are an integral part of this statement.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

**CITY OF PORT ORANGE, FLORIDA
STATEMENT OF FIDUCIARY NET POSITION
FIDUCIARY FUNDS
SEPTEMBER 30, 2022**

	Pension Trust Funds
ASSETS	
Cash and cash equivalents with trustee	<u>\$ 2,771,519</u>
Prepaid benefit payments	<u>716,297</u>
Receivables	
State premium taxes	826
Interest and dividends receivable	<u>169,662</u>
Total receivables	<u>170,488</u>
Investments, at fair value	
U.S. Treasury and agency obligations	2,690,642
Corporate and municipal debt obligations	11,555,830
Corporate equity securities	22,207,603
Mutual funds	50,884,044
Real estate funds	24,626,748
Partnerships	<u>4,885,541</u>
Total investments	<u>116,850,408</u>
Total assets	<u><u>\$120,508,712</u></u>
LIABILITIES	
Accounts payable	\$ 1,361,564
Prepaid employer contributions	146,958
Total liabilities	<u><u>\$ 1,508,522</u></u>
NET POSITION	
Restricted for pensions	<u><u>\$119,000,190</u></u>

The accompanying notes to financial statements are an integral part of this statement.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

**CITY OF PORT ORANGE, FLORIDA
STATEMENT OF CHANGES IN FIDUCIARY NET POSITION
FIDUCIARY FUNDS
FOR THE YEAR ENDED SEPTEMBER 30, 2022**

	Pension Trust Funds
Additions	
Contributions:	
Employer	\$ 6,109,082
Plan members	967,447
State - insurance premium taxes	973,008
Total contributions	<u>8,049,537</u>
Investment earnings	
Net appreciation (depreciation) in fair value of investments	(21,971,790)
Interest and dividends	3,143,630
Total investment earnings	<u>(18,828,160)</u>
Less: investment expense	(393,456)
Net investment income (loss)	<u>(19,221,616)</u>
Total additions	<u>(11,172,079)</u>
Deductions	
Benefit payments and refunds	8,475,310
Administrative expenses	307,038
Total deductions	<u>8,782,348</u>
Change in net position	<u>(19,954,427)</u>
Net position restricted for pensions, beginning of year	138,954,617
Net position restricted for pensions, end of year	<u><u>\$ 119,000,190</u></u>

The accompanying notes to financial statements are an integral part of this statement.

CITY OF PORT ORANGE



SUPPLEMENTAL AUDIT REPORT



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION



INDEPENDENT ACCOUNTANTS' EXAMINATION REPORT

To the Honorable Mayor, City Council, and City Manager,
City of Port Orange, Florida:

We have examined the City of Port Orange, Florida's (the City) compliance with Section 218.415, Florida Statutes, *Local Government Investment Policies* (the Statute), for the year ended September 30, 2022. Management is responsible for the City's compliance with the Statute. Our responsibility is to obtain reasonable assurance by evaluate the City's compliance with the Statute and performing other procedures to obtain sufficient appropriate evidence to express an opinion that conveys the results of our evaluation based on our examination.

Our examination was conducted in accordance with attestation standards for a direct examination engagement established by the American Institute of Certified Public Accountants (AICPA). Those standards require that we obtain reasonable assurance for evaluating the City's compliance with the Statute, and performing other procedures to obtain sufficient appropriate evidence to express an opinion that conveys the results of our evaluation of the City's compliance with the Statute. The nature, timing, and extent of the procedures selected depend on our judgment, including an assessment of risks that the City was not in compliance with the Statutes in all material respects, whether due to fraud or error. We believe that the evidence we obtained is sufficient and appropriate to provide a reasonable basis for our opinion.

We are required to be independent and to meet our other ethical responsibilities in accordance with relevant ethical requirements relating to the engagement.

In our opinion, the City of Port Orange, Florida complied, in all material respects, with the aforementioned requirements for the year ended September 30, 2022.

Daytona Beach, Florida
March 31, 2023

James Moore & Co., P.L.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

Specific Special District Information – CRAs

The required reporting items in accordance with Section 218.39(3)(c), Florida Statutes for the City of Port Orange Eastport Business Center Community Redevelopment Agency and the City of Port Orange Town Center Community Redevelopment Agency have been reported in the separately-issued audited financial statements of the respective agencies.

Additional Matters

Section 10.554(1)(i)3., Rules of the Auditor General, requires us to communicate noncompliance with provisions of contracts or grant agreements, or abuse, that have occurred, or are likely to have occurred, that have an effect on the financial statements that is less than material but which warrants the attention of those charged with governance. In connection with our audit, we did not have any such findings.

Management's Response to Findings

The City's response to the findings identified in our audit are outlined as listed in the table of contents. The City's response was not subjected to the auditing procedures applied in the audit of the financial statements and, accordingly, we express no opinion on it.

Purpose of this Letter

Our management letter is intended solely for the information and use of the Legislative Auditing Committee, members of the Florida Senate and Florida House of Representatives, the Florida Auditor General, Federal and other granting agencies, City Council, management, others within the City, and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.

Daytona Beach, Florida
March 31, 2023

James Moore & Co., P.L.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

Official Title and Legal Authority

Section 10.554(1)(i)4., Rules of the Auditor General, requires that the name or official title and legal authority for the primary government and each component unit of the reporting entity be disclosed in this management letter, unless disclosed in the notes to the financial statements. The legal authority for the primary government and component units of the reporting entity is disclosed in Note 1 of the basic financial statements.

Financial Condition and Management

Sections 10.554(1)(i)5.a. and 10.556(7), Rules of the Auditor General, require us to apply appropriate procedures and communicate the results of our determination as to whether or not the City has met one or more of the conditions described in Section 218.503(1), Florida Statutes, and to identify the specific conditions met. In connection with our audit, we determined that the City, did not meet any of the conditions described in Section 218.503(1), Florida Statutes.

Pursuant to Sections 10.554(1)(i)5.b. and 10.556(8), Rules of the Auditor General, we applied financial condition assessment procedures for the City. It is management's responsibility to monitor the City's financial condition, and our financial condition assessment was based in part on representations made by management and the review of financial information provided by same.

Section 10.554(1)(i)2., Rules of the Auditor General, requires that we communicate any recommendations to improve financial management. In connection with our audit, we had the following recommendations:

2022-001 Accounting System & Conversion Balance Cleanup – During the audit, we noted various cleanup and correcting entries were posted by management related to prior year capital asset activity for projects that were not properly set up and/or flowing as intended through the capital assets module of the City's accounting system. While no further issues were identified by audit procedures nor are known to management, we recommend the City continue monitoring such activity to ensure all recording of long-term capital assets is associated with the proper opinion unit. As part of this monitoring and as a result of various reporting and other challenges with the City's current accounting software, we also recommend the City continue to assess and determine the most appropriate accounting system solution to meet the City's financial reporting needs.

2022-002 Unexpended Fund Balance – Building Permits – Section 553.80(7)(a), Florida Statutes, limits the amount of unexpended building permit funds carried forward to future fiscal years to no more than the City's average operating budget for enforcing the Florida Building Code for the previous four fiscal years. A local government must use any funds in excess of this limitation to rebate or reduce fees. The City's unexpended building permit funds in the Community Development Building Fund at September 30, 2022, exceeded the City's average operating budget for enforcing the Florida Building Code for the previous four fiscal years by substantial amounts. We recommend the City continue its plan of utilizing accumulated building code fund balances in order to comply with Section 553.80(7)(a) of Florida Statutes.

Special District Component Units

Section 10.554(1)(i)5.c., Rules of the Auditor General, requires, if appropriate, that we communicate the failure of a special district that is a component unit of a county, municipality, or special district, to provide the financial information necessary for proper reporting of the component unit within the audited financial statements of the county, municipality, or special district in accordance with Section 218.39(3)(b), Florida Statutes. In connection with our audit, we did not note any special district component units that failed to provide the necessary information for proper reporting in accordance with Section 218.39(3)(b), Florida Statutes.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION



INDEPENDENT AUDITORS' MANAGEMENT LETTER REQUIRED BY CHAPTER 10.550, RULES OF THE STATE OF FLORIDA OFFICE OF THE AUDITOR GENERAL

To the Honorable Mayor, City Council, and City Manager,
City of Port Orange, Florida:

Report on the Financial Statements

We have audited the basic financial statements of City of Port Orange, Florida (the City), as of and for the fiscal year ended September 30, 2022, and have issued our report thereon dated March 31, 2023.

Auditors' Responsibility

We conducted our audit in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States and Chapter 10.550, Rules of the Florida Auditor General.

Other Reporting Requirements

We have issued our Independent Auditors' Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* and Independent Accountants' Examination Report on an examination conducted in accordance with *AICPA Professional Standards*, AT-C Section 315, regarding compliance requirements in accordance with Chapter 10.550, Rules of the Auditor General. Disclosures in those reports, which are dated March 31, 2023, should be considered in conjunction with this management letter.

In addition, separate audits were performed on the Agreement for Golf Course Management Services at Cypress Head, which is included in the Golf Course fund, as well as the City of Port Orange General Employees Defined Benefit Pension Plan, the City of Port Orange Police Pension Plan and the City's two Community Redevelopment Agencies. Management comments in those reports should be considered in conjunction with this management letter.

Prior Audit Findings

Section 10.554(1)(i)1., Rules of the Auditor General, requires that we determine whether or not corrective actions have been taken to address findings and recommendations made in the preceding annual financial audit report. No repeat findings exist from the second preceding audit. The following is a summary of prior year recommendations:

2021-001 Preparation of Financial Statements—Corrective taken.

2021-002 Budgetary Compliance—Corrective action taken.

2021-003 Unexpended Fund Balance – Building Permits—Corrective plan in progress. See repeat comment 2022-002.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

James Moore & Co., P.L.

Daytona Beach, Florida
March 31, 2023



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION



**INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT
AUDITING STANDARDS***

To the Honorable Mayor, City Council, and City Manager,
City of Port Orange, Florida:

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Port Orange, Florida, (the City) as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated March 31, 2023.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

CITY OF PORT ORANGE



Proof of Ownership – DEED



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

Property Deed

31511103

WALTER E. FOSTER, JR.

PAGE
COUNTY315 South Palm Beach Avenue
DAYTONA BEACH, FLORIDA 32014

Warranty Deed (STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture. Made this 10th day of June 1988. **Between**
REBECCA ANN REYNOLDS, a single woman
 of the County of Volusia, State of Florida, grantor, and
THE CITY OF PORT ORANGE
 whose post office address is Post Office Box 5, Port Orange, Florida 32029-0005
 of the County of Volusia, State of Florida, grantee.

Witnesseth. That said grantor, for and in consideration of the sum of _____ Dollars,
 and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby
 acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the fol-
 lowing described land, situate, lying and being in _____ County, Florida, to-wit:

Commence at a Concrete Monument marked "3290" at the Southwest corner of
 Twin Gates Mobile Estates as recorded in Map Book 33, at Page 48 of the
 Public Records of Volusia County, Florida, said Point being at the inter-
 section of the East line of the Northwest 1/4 of Section 8, Township 16
 South, Range 33 East, Volusia County, Florida as now monumented and the
 Northerly Right-of-Way line of Herbert Street as now laid out (Right-of-Way
 Varies); Thence go S01 37'37"W along the aforesaid monumented East line of the
 Northwest 1/4 of Section 8 a distance of 967.01 feet to the Point of Begin-
 ning; Thence Continue S01 37'37"W along the aforesaid Monumented East Line of
 the Northwest 1/4 of Section 8 a distance of 658.19 feet to a Concrete
 Monument at the Southeast corner of the Northwest 1/4 of the aforesaid Section
 8, said Monument being in the North Line of a Florida Power & Light Company
 Right-of-Way Easement as Recorded in Official Records Book 1544, at Page 84 of
 the Public Records of Volusia County, Florida; Thence departing the aforesaid
 Monumented East Line of the Northwest 1/4 of Section 8 go N88 20'55"W along
 the South Line of the Northwest 1/4 of Section 8, A Distance of 331.49 Feet;
 Thence departing the aforesaid South Line of the Northwest 1/4 of Section 8 go
 N01 43'40"E a distance of 658.19 feet; Thence go S88 20'55"E a distance of
 330.33 feet to an intersection with the aforesaid Monumented East line of the
 Northwest 1/4 of Section 8 and The Point of Beginning and the same against the lawful claims
 of all persons whomsoever.

*"Grantor" and "grantee" are used for singular and plural, as context requires.

In Witness Whereof. Grantor has hereunto set grantor's hand and seal the day and year first above written.
 Signed, sealed and delivered in our presence:

Rebecca Ann Reynolds
Michelle R. Wilder

Rebecca Ann Reynolds (Seal)
 RECORDED
 073777
 FILED FOR RECORD
 JUN 13 10 46 AM '88
 CLERK OF CIRCUIT COURT
 VOLUSIA COUNTY, FLORIDA

STATE OF FLORIDA
 COUNTY OF VOLUSIA
 I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally
 appeared REBECCA ANN REYNOLDS, a single woman

to me known to be the person described in and who executed the foregoing instrument and acknowledged before
 me that she executed the same

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of June
 1988

My commission expires _____

Walter E. Foster, Jr.
 Notary Public

Notary Public
 My Comm. Expires 6/30/91
 073777

CITY OF PORT ORANGE



STRATEGIC PLAN

City of Port Orange, Florida Strategic Plan FY2017 to FY2022



Includes

Vision

Mission

Goals

Objectives

Performance Indicators





ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

Page i

Prepared for the City of Port Orange, Florida by Management Partners



City of Port Orange Strategic Plan

FY2017 to FY2022



Table of Contents

Table of Contents	ii
Approach	1
Goal 1: Public Safety	3
Goal 2: Infrastructure	4
Goal 3: Quality of Life	5
Goal 4: Economic Development	6
Goal 5: Fiscal Sustainability	7
Goal 6: Organizational Excellence	8
Conclusion	10
Attachment A	11





ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

Page iii

This Page Purposely Left Blank



City of Port Orange Strategic Plan

FY2017 to FY2022

Approach



In 1867, Port Orange was established and in 1925, it became a city.

The City of Port Orange strategic plan includes goals that are important to residents and City leaders and are attainable. It also includes objectives identified by the public and City Council. Consensus was developed for a vision and mission that is supported by six goals and objectives representing projects and initiatives that provide City staff details about expectations for the future.

In collaboration with the City's strategic planning team, Management Partners performed the following activities.

- Conducted individual interviews with City Council members, the city manager and assistant city manager.
- Held a focus group with senior staff.
- Conducted a community engagement session to hear residents' ideas about the future of Port Orange. Growth, management, safety, transparency, and traffic were subjects important to the participants.
- Developed an environmental scan to assess current conditions, trends and projections.
- Reviewed results of the City's annual citizen survey.
- Conducted a workshop with Council members and the City's management team to assess current conditions, review the mission and vision statements and develop goals and objectives for the future.

The strategic plan reports the priorities that will guide budgeting and resource allocation for the next several years.

The 2015 estimated population of Port Orange was 58,656; a 4.7% increase since the 2010 census

Port Orange encompasses approximately 28.8 square miles of land area

The 2016 Citizen Survey included 1,878 responses, a 62% increase over the number of responses in 2015



Vision and Mission



The vision and mission represent the long-term aspirations for where the City is headed and the ongoing commitment of Council and the leadership team to quality municipal services.

Vision

A vibrant, prosperous, attractive and economically ageless community where the natural environment, culture and quality of life today meet the continuing opportunities for fun, success and security in the future. This makes Port Orange a great place to live work and play.

Mission

Port Orange provides a full range of high quality municipal services to all our stakeholders in a safe, clean, attractive environment while safeguarding our natural resources and building a strong sense of community.



Goal 1: Public Safety



To provide excellent public safety services for the residents, businesses and visitors of Port Orange by maintaining preparedness for emergency and routine events within our public safety infrastructure.

Performance Indicators

Percent of respondents rating police response time as satisfactory or higher

Percent of fire emergency response times that meet or exceed the National Fire Protection Association (NFPA) standard

Percent of respondents rating Community Policing initiatives as effective

Objectives

- 1: Educate the public on all aspects of public safety including emergency management
- 2: Provide public safety services that meet or exceed national standards
- 3: Use intelligence-based policing to allocate resources
- 4: Increase and enhance community policing initiatives
- 5: Establish an effective comprehensive emergency management plan
- 6: Investigate Emergency Medical Services transport



Goal 2: Infrastructure



To preserve and develop city infrastructure and assets through careful planning, construction and maintenance of transportation, drainage, utilities and facilities in order to ensure the safety and viability of Port Orange for its residents, businesses and visitors.

Performance Indicators

Compliance rates with FDEP permit requirements as reported in Discharge Monitoring Reports (DMRs)

Percent of funded projects completed on time

Percent of asset inventory assessments performed

Percent of planned CIP projects funded

Objectives

- 1: Keep low quality water from entering creeks and rivers.
- 2: Link and prioritize funding to achieve the desired infrastructure outcomes.
- 3: Perform a condition assessment and inventory assets.
- 4: Develop an integrated master plan to maintain current and new infrastructure and facilities.



Goal 3: Quality of Life



To enhance the quality of life by creating an aesthetically pleasing environment, ample park spaces and a multitude of community events so that residents and visitors can enjoy the natural and planned setting without having to leave Port Orange.

Performance Indicators

Park acreage per thousand population

Recreation facility square feet per thousand population

Percent change in traffic volumes on

- *Primary arterials*
- *Secondary arterial*

Percent of Riverwalk Park phases completed as scheduled

Percent change in satisfaction with the appearance of city streets and major corridors

Objectives

- 1: Increase the capacity of parks and recreation facilities to meet City demand.
- 2: Plan, fund and build paths and trails that connect people to parks and places.
- 3: Plan, fund and complete the Riverwalk Park.
- 4: Improve and maintain the visual aesthetics of the City.
- 5: Improve traffic flow in the City by working with Federal, State and County governments.
- 6: Provide recreation opportunities and programs for youth and adults.
- 7: Provide additional cultural and community events.
- 8: Establish a historic preservation plan.



Goal 4: Economic Development



To increase economic opportunities consistent with the community vision by developing and marketing city assets in order to invest in the local economy for the benefit of Port Orange residents and businesses.

Performance Indicators

Percent change in property values

Percent change in average value of commercial permits

Percent change in number of jobs supplied by Port Orange businesses

Objectives

- 1: Increase property value through redevelopment and revitalization concentrating on areas East of Spruce Creek Road.
- 2: Brand and market Port Orange more aggressively for competitive high quality development.
- 3: Pursue additional annexation and incentives, where feasible.
- 4: Develop additional incentives to attract jobs.
- 5: Promote development that supports mixed-use venues and events.
- 6: Explore alternatives for fiber optic connectivity in business hubs.
- 7: Explore innovative incubator opportunities.



Goal 5: Fiscal Sustainability



To enhance the fiscal sustainability of the City through both technology and sound financial decision-making to ensure the organizational viability needed to serve the residents and businesses of Port Orange.

Performance Indicators

Percent change in unfunded pension liability

Percent change in General Fund revenue from non-traditional sources

Percent of respondents who agree that financial transparency has improved

Percent change in number of significant deficiencies in audits

Objectives

- 1: Explore all options to reduce unfunded pension liabilities in a responsible manner.
- 2: Develop a funding strategy including aggressively searching for alternative funding sources to support City projects, operations and programs.
- 3: Develop a policy for the consistent application of fees and charges.
- 4: Increase financial transparency.
- 5: Increase financial controls and capabilities.



Goal 6: Organizational Excellence



To enhance organizational efficiency and effectiveness through a highly motivated, committed and stable workforce that continuously improves services and positive communication in order to better serve internal and external stakeholders.

Performance Indicators

Percent change in the average number of days to fill a position vacancy

Percent change in staff turnover

Percent of departmental succession plans completed

Percent change in the average number of professional development training hours completed

- *Per department*
- *Per position*

Percent of policies reviewed annually

Objectives

- 1: Continue to recruit high quality personnel in a timely manner
- 2: Leverage current and future technology (connectivity, IT, ERP, website, social media platforms, City services mobile platforms and e-newsletter)
- 3: Provide a competitive compensation package to attract and retain high quality staff
- 4: Provide training for proper professional development
- 5: Create a succession plan and knowledge transfer protocols for each department
- 6: Routinely review and update policies and train staff to ensure uniform compliance and application
- 7: Continue to establish a positive working relationship with bargaining units





Percent of survey respondents rating overall communication by the City as good or excellent

8: Improve internal and external communication including the City image



Conclusion



This Strategic Plan includes six goals that address infrastructure, quality of life, economic development, fiscal sustainability, public safety and organizational excellence. Attachment A provides project ideas generated during the strategic planning workshop.

An Implementation Action Plan will accompany this document. It describes and sequences the actions required to implement each of the strategies to accomplish the goals of the Strategic Plan. The Implementation Action Plan is provided as a separate document.

Port Orange leaders and staff are committed to excellence in public service and continuous improvement. This Strategic Plan demonstrates that commitment.

City of Port Orange Council

Allen Green
Mayor

Drew Bastian
Vice Mayor/ District 3

Bob Ford
District 1

Donald Burnette
District 2

Scott Stiltner
District 4



Attachment A

Many project-related ideas were discussed during the strategic planning workshop. These items are listed below.

Projects List

Infrastructure

- Virginia Avenue drainage
- Ruth/Dunlawton drainage
- Sleepy Hollow drainage
- East Side/River drainage
- Pineland Bridge road repair
- Ryanwood Bridge road repair
- Yorktowne road repair
- Dunlawton traffic light synchronization
- Cross bridge over Dunlawton and Halifax road repair
- Town West beautification
- Kayak Dock at Spruce Creek
- Bruner Road sidewalk
- Police building/facility improvement and renovation
- Extend Madeline Avenue westward across I-95 to an extended LPGA Boulevard
- Expand Willow Run to four lanes with traffic signals and stop signs
- Add additional right turn lanes on thoroughfares (westbound lanes of Dunlawton to City Center Parkway)

Economic Development

- Plan for an industrial and commercial development area west of Tomoka Farms Road

Public Safety

- Purchase of a fire quint and staffing changes could result in an improved ISO fire rating





ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

ADDITIONAL INFORMATION



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

CITY OF PORT ORANGE, FLORIDA

DRAFT REQUEST FOR PROPOSAL

RFP #TBD

City Center Playground Replacement



City of Port Orange Purchasing Division

Proposal Due Date and Time:
TBD at 2:30 P.M.

City of Port Orange, Florida
1000 City Center Circle
Port Orange, FL 32129
(386) 506-5851
purchdiv@port-orange.org
www.port-orange.org



Legal Notice to Proposers

RFP TBD

Notice is hereby given that the City of Port Orange is soliciting proposals for RFP #insert number and title. Proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129 until **2:30 P.M. on insert date**, which may be amended by addendum issued by the City. All untimely proposals will not be considered and will be returned to the Proposer unopened. All proposals will be evaluated to ensure they contain all the required forms in order to deem the Proposer responsive or non-responsive. **Proposals will be opened and Proposers names will be read aloud at 2:30 P.M. in the Council Chambers located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida 32129.**

There will be a Non-Mandatory Pre-Proposal Conference at 10:00 A.M. (local time) on insert date, 2023 at City Hall, Council Chambers (1st floor), 1000 City Center Circle, Port Orange, FL 32129. **All prospective proposers are encouraged to attend the meeting.** All attendees to the Pre-Proposal Conference **MUST** sign in. The representative of each Proposer shall be an authorized employee of the Proposer and shall sign in accordingly. Proposers are urged to obtain proposal documents and familiarize themselves with the documents prior to the Pre-Proposal Conference.

DESCRIPTION: Insert description from the solicitation request form

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

All Requests for Proposals (RFPs) are solicited and will be evaluated on the criteria outlined in the RFP. An Evaluation Committee comprised of City staff has been appointed to evaluate and rank the proposals received in accordance with the Policies and Procedures as set forth in the City's Purchasing Manual.

Copies of the proposal documents, requirements, scope of service and all other pertinent information necessary to submit a complete package may be obtained electronically from the City of Port Orange Purchasing web page at www.port-orange.org/bids.aspx and DemandStar at www.demandstar.com.

All questions must be directed in writing to Name & Title, email address and purchdiv@port-orange.org and reference **"Questions on RFP #number and title" in the subject line.** Last day for questions will be insert date, 2023 at 5:00 P.M.

The Cone of Silence begins with the issuance of the solicitation document and continues until City Council meets to make a final decision on an award. During this time proposers, suppliers, contractors and sub-contractors are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

counsel, City agents, or elected officials. Any proposer who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation. While the Cone of Silence is in effect, all communications from potential proposers, suppliers, contractors and sub-contractors must be directed to the Purchasing Division @ purchase@port-orange.org.

[Remainder of this page left intentionally blank]

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

SEALED PROPOSAL – DO NOT OPEN	
SEALED PROPOSAL NO.:	RFP #number
PROPOSAL TITLE:	City Center Playground Replacement
DUE DATE/TIME:	date, 2023 AT 2:30 P.M.
SUBMITTED BY:	
	(Name of Company)
ADDRESS:	



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

Contents

<u>SECTION 1 – PURPOSE AND OVERVIEW</u>	66
<u>SECTION 2 – INSTRUCTIONS TO PROPOSERS</u>	67
<u>SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS</u>	70
<u>SECTION 4 – STANDARD PURCHASING DEFINITIONS</u>	71
<u>SECTION 5 – GENERAL TERMS AND CONDITIONS</u>	73
<u>SECTION 6 – SPECIAL CONDITIONS</u>	90
<u>SECTION 7 – PROPOSAL SUBMITTAL & REQUIREMENTS</u>	90
<u>SECTION 8 – EVALUATION OF PROPOSALS</u>	92
<u>SECTION 9 – REQUIRED FORMS</u>	95
<u>FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST</u>	95
<u>FORM 9.2 – PROPOSER’S ACKNOWLEDGEMENT FORM</u>	96
<u>FORM 9.3 – ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT</u>	97
<u>FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT</u>	98
<u>FORM 9.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES</u>	99
<u>FORM 9.6 – ANTI-COLLUSION FORM</u>	100
<u>FORM 9.7 - STATEMENT OF PROPOSER’S QUALIFICATIONS</u>	102
<u>FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE</u>	103
FORM 9.9 -	
SCRUTINIZED	
COMPANIES	
CERTIFICATION	39
<u>FORM 9.10 - E-VERIFY AFFIDAVIT</u>	109
<u>FORM 9.11 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY</u>	110



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

<u>FROM 9.12 – NON-DISCLOSURE AGREEMENT</u>	111
<u>EXHIBIT A - DESCRIPTION OF CONFIDENTIAL MATERIAL</u>	115
<u>FORM 9.13 – NO SUBMITTAL RESPONSE FORM</u>	116
<u>ATTACHMENT 1 – SERVICES COSTS/FEES PROPOSAL</u>	119
<u>AFFIDAVIT REGARDING WORKER’S COMPENSATION</u>	120
<u>LEASED EMPLOYEE AFFIDAVIT</u>	121
<u>CITY SERVICES CONTRACT (FOR INFORMATIONAL PURPOSES ONLY)</u>	122

SECTION 1 – PURPOSE AND OVERVIEW

The purpose of this Request for Proposal (RFP) is to solicit competitive sealed proposals for the provision of providing Playground Replacement at City Center Sports Complex.

It is the intent and purpose of the City of Port Orange (City) that this RFP promotes competitive selection. It shall be the Proposer’s responsibility to advise the Purchasing Division if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in the RFP to a single source.

[Remainder of this page left intentionally blank]



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

SECTION 2 – INSTRUCTIONS TO PROPOSERS

Firms or companies (Proposers) desiring to provide services, as described herein, shall submit sealed proposals, including one (1) original, **number (#)** copies and one (1) identical digital version in PDF format on USB flash/thumb drive, in conformance with the detailed submittal instructions.

TIMELINE (Local Time):

The City reserves the right to alter dates as needed.

DESCRIPTION	DATE
Date of Distribution	Date, 2023
Pre-Proposal Conference	Date, 2023
Deadline for Questions	Date, 2023
Addendum Posting (If needed)	Date, 2023
Proposals Due	Date, 2023
Evaluation Period	To Be Determined



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

Public Scoring Meeting	To Be Determined
City Council Meeting for Approval of Recommendation of Award	To Be Determined

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

City of Port Orange City Clerk's Office

Attn: **name, title**

1000 City Center Circle

Port Orange, FL 32129

Sealed Proposals must be delivered no later than the date and time listed in the Timeline above. All times referenced are local time.

Proposals shall be sealed and Proposers must indicate on the outside of their proposal the following:

- Request for Proposal (RFP) Number and Title
- Date of Opening
- Name of Proposer
- Address of Proposer

Due to the timing of mail service, the City cautions Proposers to assure actual delivery of proposals to the City prior to the deadline set for receiving proposals. Carrier and hand deliveries of proposals will be accepted in the City Clerk's Office, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida until the date and time referenced in the Timeline above or as amended by addendum issued by the City. Proposals received after the established deadline will not be considered.

Offers by telephone or email will not be accepted. Also, Proposers are instructed NOT to fax their proposal package. **Faxed proposals will be rejected as non-responsive regardless of where or when the fax is received.**

All proposals will be opened publicly and the names of all Proposers shall be read aloud. All conferences and meetings regarding this RFP are recorded electronically (audio only). The City of Port Orange reserves the right to reject any or all proposals or parts of proposals, if it is in the best interest of the City.

PRE-PROPOSAL CONFERENCE

There will be a Non-Mandatory Pre-Proposal Conference on the date and time referenced in the Timeline above at City Hall, Council Chambers (1st Floor), 1000 City Center Circle, Port Orange, Florida 32129. **All prospective Proposers are encouraged to attend the meeting.** All attendees to the Pre-Proposal Conference **MUST** sign in. The representative of each Proposer shall be an authorized employee of the Proposer and must sign in accordingly.

QUESTIONS REGARDING THIS RFP

All questions shall reference "Questions on RFP # **number and title**" in the subject line. All questions concerning this RFP shall be submitted in writing no later than the date and time referenced in the Timeline above to:

Name, title

1000 City Center Circle

Port Orange, FL 32129

ckent@port-orange.org and **purchdiv@port-orange.org**

ADDENDA REGARDING THE REQUEST FOR PROPOSALS



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Proposal Due Date. Addenda will be provided via the City website Purchasing web page at www.port-orange.org/bids.aspx and the DemandStar website at www.demandstar.com. Proposers should not rely on any representations, statements or explanation other than those made in this RFP or in any addendum to this RFP. Where there appears to be a conflict between the RFP and any addenda issued, the last addendum issued will prevail. It is the Proposer's responsibility to be sure all issued addenda have been received and reviewed. Proposers should acknowledge the correct number of addenda received as part of their proposals by completing Form 9.3 – Addendum and Change Order Procedure Acknowledgement contained herein. This provision exists solely for the convenience and administrative efficiency of the City of Port Orange. No Proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Proposer or third party have any standing to sue or cause action arising therefrom.

CLARIFICATIONS

It is the Proposer's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this RFP. Lack of understanding and/or misinterpretation of any portions of this RFP shall not be cause for withdrawal of your proposal after opening or for subsequent protest of award. Proposers must contact the Purchasing Representative, at the email provided, should clarification be required. Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the parties.

MINIMUM QUALIFICATIONS

Proposers must be commercially licensed to do business in the State of Florida and appropriately qualified in the areas specified in the scope of work and to perform the services identified herein. Proposers must be properly registered and licensed to engage in the scope of work pertaining to this RFP, by all applicable state and local agencies.

Proposers must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this RFP on the provided Form 9.8 – Professional References for Previous Experience. If references cannot be reached using the provided contact information and/or are not responsive, points for this criterion shall reflect as such. **The City of Port Orange is not to be used as a reference.**

NO LOBBYING

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

EXCEPTIONS TO SPECIFICATIONS

If taking exception to any portion of the RFP specification, the Proposer must indicate those exceptions as stated on Form 9.2 – Proposer's Acknowledgement Form.

PROPOSAL SUBMISSION AND WITHDRAWAL



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

Unless otherwise specified, Proposer shall use the forms supplied by the Purchasing Division. Proposals, once opened, become the property of the City, cannot be withdrawn and will not be returned to the Proposers. Upon opening, Proposals become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

CORRECTION OF PROPOSALS

Correction of inadvertently erroneous proposals shall be permitted up to the time of the RFP opening. Proposers shall not be allowed to modify their proposals after the opening time and date.

WITHDRAWAL OF PROPOSALS

Unless otherwise specified, Proposer shall use the forms supplied by the Purchasing Division. Proposals, once opened, become the property of the City, cannot be withdrawn, & will not be returned to the Proposers. Upon opening, Proposals become subject to public disclosure in accordance with Chapter 119, Florida Statutes.

REJECTION OF PROPOSALS

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

PROPOSALS MAY BE REJECTED AND/OR PROPOSER(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

- a. Failure to update the information on file including address, product, service or business descriptions.
- b. Failure to perform according to contract provisions.
- c. Conviction in a court of law of any criminal offense in connection with the conduct of business.
- d. Evidence of a violation of any federal or state antitrust law based on the submission of proposals or the awarding of contracts.
- e. Evidence that the Proposer has attempted to give a City of Port Orange employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part or the City of Port Orange purchasing activity.
- f. Other reasons deemed appropriate by the City.

OWNERSHIP OF DOCUMENTS

All documents resulting from this solicitation will become the sole property of the City of Port Orange. The Proposer must meet all requirements for retaining public records and transfer, at no cost, to the City all public records in the possession of the Proposer upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

AMERICANS WITH DISABILITIES ACT (ADA)

If you need special services provided under the Americans with Disabilities Act, contact the ADA Coordinator in our Human Resources office at 386-506-5560 at least 48 hours before the scheduled event.

SECTION 3 – SCOPE OF SERVICES AND REQUIREMENTS

SCOPE OF SERVICES

Replace both North and South Playgrounds at City Center Sports Complex.

SUPPLEMENTARY CONDITIONS

[END OF SPECIFICATIONS]



[Remainder of page left intentionally blank]

SECTION 4 – STANDARD PURCHASING DEFINITIONS

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

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



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

18. **Evaluation Committee/Team** is a temporary group of City personnel who are responsible for the evaluation of proposals as part of a Request for Proposals (RFP), Request for Statements of Qualifications (RFSQ) or competitive grant process.
19. **Evaluator** is a member of the evaluation committee/team
20. **Intent to Award** is a document that informs the public and respondents of the City's decision to award a contract pursuant to a previously issued competitive solicitation.
21. **Issues** means points, matters or concerns to be addressed during negotiations.
22. **Non-Professional Services** are services performed that are not of a professional nature such as lawn care, security, janitorial, etc.
23. **Offer** means a complete signed Response submitted to the City in response to a Solicitation including, but not limited to, a bid submitted in response to an Invitation to Bid, a proposal submitted in response to a Request for Proposal, a quote submitted in response to a Request for Quotation, a Statement of Qualifications and interest submitted in response to a Request for Statements of Qualifications or a reply submitted in response to an Invitation to Negotiate.
24. **Outlier** is a proposal which is determined by the Purchasing Director or Manager to be significantly dissimilar to or inconsistent with competing bids or offers.
25. **Pre-Bid/Proposal/Statement/Reply Conference** means a meeting conducted by the Purchasing Office, held in order to allow Proposers to ask questions regarding the proposed Contract and particularly the Contract specifications with the City Department requesting the goods/services.
26. **Price Analysis** is an evaluation of the total cost of a contract in order to determine if the price is reasonable.
27. **Procurement Process** is a term used in the governmental sector for the combined functions of acquiring (purchasing) needed goods and/or services, receiving and inspection, inventory management, contract administration and disposal/service.
28. **Professional Services** means those services within the scope of the practice of architecture, professional engineering, landscape architecture or registered surveying and mapping, as defined by the laws of the State, or those performed by any architect, professional engineer, landscape architect or registered surveyor and mapper in connection with his or her professional employment or practice.
29. **Proposal** is a complete, properly signed response to a Request for Proposal, based on performance that is offered rather than on that of price alone, which if accepted, would bind the Proposer to perform the resultant Contract.
30. **Protest** is a formalized process by which respondents have an opportunity to challenge a procurement practice or contract award.
31. **Purchase Order** is an order placed by the Purchasing Division for the purchase of goods or services written on the City's standard Purchase Order form and which, when accepted by the Proposer, becomes a contract. The Purchase Order is the Bidder's authority to deliver and invoice the City for the goods or services specified and the City's commitment to accept the goods or services for an agreed upon price.
32. **Request for Proposal (RFP)** means a formal request to prospective Proposers requesting qualifications of the Proposer and pricing for a specified good or service which has been advertised for Proposal in a newspaper.
33. **Respondent** means and entity that has (or will, i.e. "prospective respondents") submitted a response to a competitive solicitation being issued.
34. **Response/Submission** means all materials submitted to the City by a Respondent as part of a solicitation. A response may be called a bid, proposal, statement of qualifications or a reply, depending on the type of competitive solicitation being issued.
35. **Responsible (Proposer)** is a Proposer who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
36. **Responsive (Proposer)** is a Proposer that has submitted a bid, proposal, statement of qualifications or reply that conform in all material respects to the solicitation.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

37. **Scope** means the extent of the area or subject matter that something deals with or to which is relevant.
38. **Scope of Work** means a description of the work activities, deliverable and/or timeline that a Proposer must execute in terms of delivering specific commodities or in performance of contractual services.
39. **Services** include all work or labor performed for the City on an independent contractor basis other than construction.
40. **Solicitation** means a formal request, as applicable, for prospective Bidders or Proposers to submit a response to an Invitation to Bid, Request for Proposal or Request for Statement of Qualifications.
41. **Solicitation Document** means a document or collection of documents, either paper or electronic, that contains all information required to conduct a competitive procurement project according to §287.057, Florida statutes.
42. **Stakeholder** means an individual, who is not likely to become a Proposer, who has and interest in the commodities/contractual services needed.
43. **Subcontractor** means a person, firm or entity providing goods or services to a Proposer to be used in the performance of the Proposer's obligations under the Contract.
44. **Subject Matter Expert** means a person who has working or expert knowledge about a particular topic or field.

[Remainder of page left intentionally blank]

SECTION 5 – GENERAL TERMS AND CONDITIONS

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

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

1. **ADDENDUM**

When specifications are revised, the City of Port Orange Purchasing Division will issue an addendum addressing the nature of the change. Proposers should acknowledge all addenda by completing Form 9.3 contained herein. Failure to acknowledge the correct number of addenda issued may result in rejection of the Response. It is the responsibility of the Proposer to ensure all addenda have been received prior to submitting a proposal. All Addenda shall be posted by the City on www.demandstar.com and City of Port Orange Purchasing Web page at www.port-orange.org/bids.aspx. The City shall issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued prior to the Solicitation Response Due Date. Proposers should not rely on any representations, statements or explanations other than those made in this Solicitation or in any addendum to the Solicitation. Where there appears to be a conflict between the Solicitation and any addenda issued, the last addendum issued shall prevail.

2. **ANTI-COLLUSION STATEMENT**

By submitting this Response to a Formal Solicitation, the Proposer affirms that this Response is without previous understanding, agreement or connection with any person, business or corporation submitting a Response for the same materials, supplies or equipment, and that this Response is in all respects fair and without collusion or fraud. Additionally, Proposer agrees to abide by all conditions of this Solicitation and



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

certifies that they are authorized to sign this Response for the Proposer. In submitting a Response to the City of Port Orange, the Proposer offers and agrees that if the Response is accepted, the Proposer shall convey, sell, assign or transfer to the City of Port Orange all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the City of Port Orange. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the Proposer.

3. APPLICABLE LAWS

In connection with the furnishing of supplies or performance of work under the Contract, the Proposer agrees to comply with the Fair Labor Standards Act, Equal Opportunity Employment Act and all other applicable federal and state laws, regulations and executive orders to the extent that the same may be applicable.

4. ASSIGNMENT

The successful Proposer shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City of Port Orange. Any such assignment or transfer shall not release Proposer from all contractual obligations.

5. AUTHORITY TO CONDUCT BUSINESS IN FLORIDA

A Florida corporation or partnership is required to provide evidence with its response that the Proposer is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with the response from the successful Proposer, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. A foreign (out-of-state) corporation or partnership is required to provide evidence with its response that the Proposer is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with the response from the successful Proposer, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. A joint venture is required to provide evidence with its response that the joint venture, or at least one of the joint venture partners, is authorized to transact business in Florida and is in good standing with the Florida Department of State. If not with its response, such evidence must be submitted to the City no later than five (5) business days from request of the Purchasing Manager. However, the joint venture is required to provide evidence prior to contract execution that the joint venture is authorized to transact business in Florida and provide the City with a copy of the joint venture Agreement. A joint venture is also required to provide with its response a Statement of Authority indicating that the individual submitting the joint venture's proposal has the legal authority to bind the joint venture. If not with its response, such evidence must be submitted to the City no later than five (5) business days from the request of the Purchasing Manager.

6. AWARD AND EXECUTION OF CONTRACT

The Proposer(s) to whom the award is made shall execute the Contract(s) and return it, together with the properly executed bonds and insurance certificates to the office of the Owner, within the time specified.

7. AWARDS

The City does not award publicly funded contracts to those who knowingly employ unauthorized alien workers in violation of section 274A(e) of the Immigration and Naturalization Act, 8 United States Code s1324a(e). Such employment deprives legal workers of job opportunities. Violation of section 274A(e) shall be grounds for unilateral cancellation of the contract, proposal, or quote for purchase of services and goods by the City of Port Orange.

8. CERTIFICATE OF INSURANCE

If required upon notice of intent to award contract resulting from this solicitation, the selected Proposer will be required to submit a Certificate of Insurance showing proof of adequate coverage for professional general liability, errors and omissions and workers' compensation as identified under the insurance



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

requirements of this solicitation and listing the City of Port Orange as a Certificate Holder prior to execution of the contract.

9. CHANGE ORDER REQUEST NOTIFICATION

The Successful Contractor is responsible for giving the City of Port Orange, prior to the Contract expiration date, at least forty-five (45) calendar days' advance notice for any anticipated changes to time and/or scope of the awarded Contract. The Contractor **shall not** continue to provide services past the Contract expiration date unless approved by a written Change Order Notice from the City.

10. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

11. CLEAN UP

Upon completion of the delivery of materials, the Contractor shall restore any/all public and private property which was damaged during delivery. Restoration is meant to include removal of any spillage or restoring damage to the edge of pavement, sidewalks, driveways, landscaped areas, etc. Contractor shall make repairs consistent with or better than what existed prior to delivery. This shall be understood to include the use of sod or seed and mulch to replace (if necessary) existing grass that has been damaged. If sod is used it shall match the sod present on the effected property. Contractor shall make all repairs and restorations at his expense.

12. CONDUCT OF PROPOSERS

All Proposers or individuals acting on behalf of a Proposer are hereby prohibited from lobbying or otherwise attempting to persuade or influence any member of the Evaluation Committee, City Council members or City staff at any time during the course of the solicitation process. The solicitation process shall end upon issuance of the written City Manager and staff recommendation for selection of a Proposer. All Proposers or individuals acting on behalf of a Proposer are further prohibited from contacting or otherwise attempting to communicate with any member of the staff, Evaluation Committee or City Council members regarding the pending solicitation or its outcome until after the issuance of the written recommendation of the most qualified Proposer. Until such recommendation is issued in writing, any questions regarding the pending solicitation shall be submitted to the Purchasing Manager. Failure to comply with this procedure shall result in rejection/disqualification of said submittal without exception. Contact with staff, City Council members and the Evaluation Committee during a public meeting shall not be considered a violation of this requirement.

13. CONE OF SILENCE

The Cone of Silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the execution of the award. The Cone of Silence is defined as the period beginning with the issuance of the solicitation document and continues through the execution of the award document. During this time Proposers, service providers and the like are prohibited from all communications regarding the solicitation with City staff, City consultants, City legal counsel, City Agents, or elected officials. Any Proposer who initiates any discussions or attempts to influence a member or members of the aforementioned shall be disqualified from continued participation in the procurement process with regard to that particular solicitation.

Exceptions to the Cone of Silence:

- Written communication directed to the Procurement Officer.
- All communications occurring at Pre-Proposal Conferences.
- Oral presentations before publicly noticed committee meetings.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

- Procurement of goods and services for Emergency situations; and
- Contractors already on contract with the City to perform services for the City are allowed discussions necessary for the completion of an existing contract.

14. CONFLICT OF INSTRUCTIONS

If a conflict exists between the General Terms and Conditions and instructions contained herein, and the Special Terms and Conditions contained herein, the Special Terms and Conditions shall govern.

15. CONFLICT OF INTEREST

For purposes of determining any possible conflict of interest, all Proposers must disclose if any City of Port Orange employee is also an owner, corporate officer or employee of Proposers business. No official or employee of the City who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the Scope of Work covered by the Contract shall voluntarily acquire any personal interest, directly or indirectly, in the contract or proposed Contract.

16. CONTRACT

Any acquisition above the \$100,000 level shall be done through one of the formal competitive methods except upon City Council waiver and/or shall have City Council approval. Only the Purchasing Manager and/or City Manager, have the authority to obligate the City by entering into a written contract to purchase goods and/or services up to \$25,000.00. The City of Port Orange, Florida reserves the right to reject any and all Responses or to waive any and all non-substantial irregularity in Responses received, whenever such waiver or rejection is in the best interest of the City.

17. CONTRACT OBLIGATION

The City of Port Orange City Council shall approve the contract if greater than \$25,000.00 annually. The Mayor or other person authorized by the Mayor must sign the contract before it becomes binding on the City of Port Orange or the Proposer. Department heads are NOT authorized to sign contracts for the City of Port Orange. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

18. CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between the City of Port Orange and the Proposer. Any price escalations are limited to those stated by the Proposer on the original Response.

19. COOPERATIVE PURCHASING

The City Manager may elect to purchase through or join with other governmental units in cooperative purchasing ventures when the best interest of the City would be served thereby, provided the same is in accordance with all applicable laws. In the event the City Manager should elect to purchase through or join with other governmental agencies in cooperative purchasing ventures, all purchases in excess of twenty-five thousand dollars (\$25,000.00) shall require council approval before the purchasing contracts are entered into. (Code 1981, § 8-33, Ord. 1997-22, § 5.6-1997; Ord. No. 2004-15, § 4, 7-20-2004)

20. COPYRIGHT AND PATENT RIGHTS

Proposer warrants that there has been no violation of copyrights or patent rights in manufacturing, producing and/or selling the item(s) ordered or shipped as a result of this Response, and successful Proposer agrees to hold the City harmless from any and all liability, loss or expense by any such violation.

21. COST INCURRED BY PROPOSER

All expenses, including costs for required bonds, involved with the preparation and submission of Responses to the City or any work performed in connection therewith shall be borne by the Proposer. No payment shall be made for any response received, nor for any other effort required of or made by the Proposer prior to commencement of work as defined by the contract approved by the City Council.

22. DEBARMENT HISTORY

The City will consider a Proposer's debarment history information in its review and determination of responsibility. All Proposers are required to disclose to the City all cases of debarment filed, pending or resolved by the City or other public entity during the last five (5) years prior to the solicitation response



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

due date, whether such actions were brought by or against the Proposer, any parent or subsidiary of the Proposer or any predecessor organization. If the Proposer is a joint venture, the information provided should encompass the joint venture (if it is not newly formed for purposes of responding to the solicitation) and each of the entities forming the joint venture. Although the review of a Proposer's debarment history is an issue of responsibility, the failure to provide debarment history on Form 9.11 as required in the RFP may result in a recommendation of non-responsive by the Purchasing Manager.

23. DEFAULT PROVISIONS

In the event of default by the Proposer the City reserves the right to procure the item(s) solicited from other sources and hold the Proposer responsible for excess costs incurred as a result. If a contractor defaults on a City contract the City Council may elect to refrain from doing business with the Proposer for a period of 36 months from the date of default.

24. DISCLOSURE OF CONFLICTS

The award is subject to the provisions of Chapter 112.313, Florida Statutes. All Proposers must disclose with their Response the name of any officer, director or agent who is also an employee of the City. Further, all Proposers must disclose the name of any employee who owns, directly or indirectly, an interest in the Proposer's firm or any of its branches. The Proposer shall not compensate, in any manner, directly or indirectly, any officer, agent or employee of the City for any act or service that he/she may do, or perform for, or on behalf of any officer, agent or employee of the Proposer. No officer, agent, or employee of the City shall have any interest, directly or indirectly, in any contract or purchase made, or authorized to be made by anyone for, or on behalf of the City. The Proposer shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under the Solicitation.

25. E-VERIFY

Proposers shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Proposer during the term of contract and shall expressly require any subcontractor performing services pursuant to the contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of contract. Proposers shall complete Form 9.10 E-Verify Affidavit and include it in the returned Response package. Failure to include the affidavit may result in rejection of the Response.

26. EXCEPTIONS TO REQUIREMENTS

For purposes of evaluation, the Proposer must indicate any exception to the requirements, terms, and/or conditions, no matter how minor. This includes any agreement or contract forms supplied by the Proposer that are required to be signed by the City. If exceptions are not stated by the Proposer, in his/her proposal, it will be understood that the item(s)/services fully comply with the requirements, terms and/or conditions stated by the City. Exceptions are to be listed by the Proposer on Form 9.2 contained herein and if necessary, listing exceptions on an attachment included with the proposal. The City will not determine exceptions based on a review of any attached sales or manufacturer's literature.

27. FACILITIES

The City reserves the right to inspect Proposer's facilities at any time.

28. FAILURE TO RESPOND

If the Proposer elects not to submit a proposal, please return the enclosed "Proposer's Acknowledgement Form" by the proposal due date and state the reason(s) for not proposing. Failure to respond, either by submitting a proposal, or by submitting a "Statement of No Proposal", three (3) times, shall result in the Proposer's name being removed from the City's mailing list.

29. FINANCIAL STABILITY



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

Proposers shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

30. 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.

31. GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, the City's interpretation shall govern.

32. GOVERNING LAW

Proposers shall comply with all applicable federal, state and local laws and regulations. All Responses are solicited and shall be made pursuant to the Code of Ordinances, City of Port Orange, Chapter 2, Article VI, Division 2, Section 2-263, and all Responses will be evaluated in accordance with the provisions thereof. Code of Ordinances, City of Port Orange is on file in the Office of the City Clerk, City Hall, 1000 City Center Circle, Port Orange, Florida and at www.municode.com. The City of Port Orange is also governed by the Consultants' Competitive Negotiation Act, Section 287.055, Florida Statutes, as the method of selecting architects, engineers and land surveyors. The City has utilized the procedures in the Act for Professional counselors, environmentalists, planners, general contractors, computer systems, designers, telecommunications consultants, maintenance technicians, financial services and other professional services. Every acquisition equal to or greater than \$10,000.00 must have a signed, notarized "Public Entity Crimes Form" to comply with Section 287.133(3)(a), Florida Statutes. Also required is the "Drug- Free Preference Form" to comply with Section 287.087, Florida Statutes. Each form is included in the Solicitation.

33. GRANT FUNDING

Any contract entered into by the City that is to be paid from grant funds shall be limited to payment from the grant funding and the Proposer/provider understands that the City has not set aside any City funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

34. HIPAA COMPLIANCE

The Proposer agrees to comply with the Standards for Privacy of Individually Identifiable Health Information of the Health Insurance Portability and Accountability Act of 1996, PL 104-191, 45 CFR Parts 160-164, as amended, referred to as "HIPAA," to the extent that the Proposer uses, discloses or has access to protected health information as defined by HIPAA.

35. INDEMNIFICATION/HOLD HARMLESS

Contractor covenants and agrees that it will indemnify and hold harmless the City and all of the City's officers, agents, and employees from any claim, loss, damage, costs, charge or expense arising out of any act, action, neglect or omission by contractor during the performance of the contract, whether direct, or indirect, and whether to any person or property to which the City of said parties may be subject, except that neither the contractor nor any of its sub-contractors will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of City or any of its officers, agents, or employees.

36. INDEPENDENT CONTRACTOR



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful Proposer as an independent Contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful Proposer under this contract and that the successful Proposer has no authority to bind the City. The Proposer represents itself to be an independent Contractor offering such services to the public and shall not represent himself or his employees to be an employee of the City. Therefore, the Proposer shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, worker's compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the City, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney's fees); and damage of any kind related to such matters. The Proposer shall further understand that the City cannot save and hold harmless and or indemnify the Proposer and/or the Proposer's employees against any liability incurred or arising as a result of any activity of the Proposer or any activity of the Proposer's employees performed in connection with the Contract.

37. INSPECTIONS AND TESTING

City of Port Orange reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a Proposer cannot furnish a sample of a Response item, where applicable, for review, or fails to satisfactorily show an ability to perform, the City can reject the Response as inadequate and non-responsive.

38. INSURANCE

If required upon execution of a contract, the Proposer shall maintain insurance during the life of this agreement, and the City of Port Orange shall be listed as additional insured on that insurance document. A waiver of subrogation must be added in all areas and shall suffice in lieu of additional insured on workers' compensation, in an amount and a form set forth herein, to insure against risks, which are identified herein. Insurance providers must be rated "A" or better accordingly to the A.M. Best Company.

39. INSURANCE CANCELLATION

No change or cancellation in insurance shall be made without thirty (30) days' written notice by the Proposer to the City. Insurance coverage required in these specifications shall be in force throughout the contract term. Should any awardee fail to maintain or to provide acceptable evidence of current insurance within five (5) days after receipt of written notice at any time during the contract term, the City shall have the right to consider the Contract breached which shall justify the termination thereof.

40. INSURANCE REQUIREMENTS

Contractor shall maintain insurance, as required herein, during the life of this Contract. Contractor shall provide to the City, a certificate of insurance endorsing the City of Port Orange as an additional named insured. All insurance coverages of the Contractor shall be primary and non-contributory. All insurance coverages of the Contractor shall not seek contribution from any other insurance or self-insurance available to the City. For workers' compensation coverage, the Contractor's insurance certificate shall include the insurer's waiver of subrogation in lieu of endorsing the City as an additional insured for workers' compensation.

IMPORTANT: The City does 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



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

shall not commence work under this Contract until the City has received a certificate or certificates of insurance with endorsement evidencing the required insurance. Insurer shall provide the City written notice of cancellation, nonrenewal or any other changes in coverage no later than thirty (30) days prior to the effective date of the change and shall provide notice to the City no later than 10 days after non-payment. The Certificates of Insurance and required insurance policies shall contain provisions that thirty (30) days prior written notice shall be given to the City of any cancellation, intent not to renew, or reduction in the policies or coverages.

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

The City reserves the right to increase insurance coverage as determined for higher risk contracts. The acceptance by the City of any Certificate of Insurance does not constitute approval or agreement by the City that the insurance requirements have been satisfied or that the insurance policy shown on the Certificate of Insurance is in compliance with and does not waive the insurance required by this.

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

[Remainder of page left intentionally blank]



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

<i>Standard Insurance Requirements</i>			
Required	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 Exhibit Form.	<u>Contract Amount Limits</u> Up to \$10 million Statutory/\$500,000 \$10 - \$20 million Statutory/\$1,000,000 Contracts over \$20 million to be determined by the City	• If contract requires work on or about navigable waters, Longshoreman's and Harbor Workers' coverage required. • If vessels involved, Jones Act coverage with limits of \$500,000 required



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

☒	Comprehensive General Liability (including completed operations and contractual liability)	<u>Limits:</u> Combined Single Limit Bodily Injury and Property damage: \$1,000,000 each 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	
<i>Additional Insurance Requirements</i>			
☐	Property Insurance Builders Risk <u>Additional Coverage:</u>	<u>Limits:</u> Buildings – completed value of contract “All Risk” coverage on latest ISO or its equivalent. Permission granted to occupy. Owner named as insured AIMA	If agreement required handling or installation of Owner’s equipment, coverage should be furnished on “All Risk” form, including transit and Owner shall be named.
☐	Installation Floater (IT)	<u>Limits:</u> Coverage – To Be Determined	
☐	Contractor Pollution Liability	<u>Limits:</u> Coverage - \$1,000,000	
☐	Professional Liability/Errors and Omissions	<u>Limits:</u> Coverage - \$1,000,000	
☐	Umbrella Policy	<u>Limits:</u> Coverage – To Be Determined	
☐	Payment and Performance Bond required	<u>Limits:</u> Coverage – equal to amount of contract	
City Manager waives Payment and Performance Bond for all work under \$200,000 unless otherwise required by Department Director.			
Unless otherwise required by law, City Manager waives insurance for FOB goods.			

41. INVOICES AND PAYMENTS

All invoices shall be sent to: City of Port Orange, Accounts Payable, P.O. Box 291759, Port Orange, Florida, 32129 or email apbilling@port-orange.org. In accordance with Florida Statutes, Chapter 218, payment will be made within 45 days after receipt of merchandise and a proper invoice. The City will attempt to pay within fewer days if Proposer offers a payment discount. The City cannot make advance payments, make deposits in advance of receipt of goods, or pay C.O.D. Proposers should state any payment discount in the space provided on the proposal form for construction services. If the awarded firm would like to receive payment via ACH, this can be accommodated after the contract is fully executed.

42. IRREVOCABILITY OF RESPONSES



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

Each Proposer agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Proposer.

43. LATE SUBMISSIONS, LATE MODIFICATIONS AND LATE WITHDRAWALS

Each Proposer agrees that Responses shall remain open until the effective date not to exceed 90 days after selection, shall not be subject to revocation or withdrawal, and shall be subject to the City Council's acceptance of a contract with the Proposer.

44. LEGAL REQUIREMENTS

Applicable provision of all federal, state, county and local laws, and all ordinances, rules and regulations shall govern development, submittal and evaluation of all Responses received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a response to a Solicitation hereto and the City by and through its officers, employees and authorized representatives or any other person, natural or otherwise; and lack of knowledge by any Proposer shall not constitute a cognizable defense against the legal effect thereof. Upon execution of a contract, the successful Proposer shall hold harmless, indemnify and defend the City of Port Orange, its members, officials, officers and employees against any claim, action, loss, damage, injury, liability, cost and expense of whatsoever kind or nature (including, but not by way of limitation, attorneys' fees and court costs) arising out of or incidental to the performance of the Contract, whether or not due to or caused by negligence of the City of Port Orange, its members, officials, officers or employees. This Contract requirement shall be reflected in the insurance coverage certificate.

45. LICENSES, PERMITS AND TAXES

The Proposer shall comply with all rules, regulations, laws and permitting requirements of the City, Volusia County, the State of Florida and the United States Government now in force or hereafter to be adopted. The Proposer shall abide by all ordinances and laws pertaining to his/her operations and shall secure, at his/her expense, all licenses and permits necessary for construction and operation.

46. LITERATURE (if applicable)

If no brand, model or make is specified, Proposers shall submit descriptive literature and technical data, fully detailing all features, designs, construction, appointments, finishes and the like not covered in the specifications, necessary to fully describe the equipment, material and/or services he/she proposes to furnish.

47. NON-DISCRIMINATION

There shall be no discrimination as to race, color, religion, gender, age, marital status, national origin, ancestry and physical or mental disability in the operations conducted under this contract. Included as applicable activities by the contractor under this section are the solicitation for or purchase of goods or services or the subcontracting of work in performance of this contract.

48. NON-EXCLUSIVITY OF CONTRACT

The selected Proposer understands and agrees that any resulting contractual relationship is non-exclusive, and the City of Port Orange reserves the right to seek similar or identical services elsewhere if deemed in the best interest of the City of Port Orange.

49. NON-PERFORMANCE

Failure to meet the expected quality of workmanship, schedule or other criteria agreed upon, shall be considered a default. In case of default, the City may procure the required services from other sources and hold the Consultant responsible for any excess costs occasioned thereby and may immediately cancel the contract.

50. NOTICE TO CONTRACTOR

The employment of unauthorized aliens by any contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the contract.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

51. OPTIONAL CONTRACT USAGE

As provided in Section 287.042(16), Florida Statutes, State of Florida agencies may purchase from a contract resulting from this solicitation, provided the Department of Management Services, Division of Purchasing, has certified its use to be cost effective and in the best interest of the State. Contractor(s) may sell such commodities or services certified by the Division to State of Florida agencies at the contractor's option.

52. POSTPONEMENT/CANCELLATION/WAIVER OF IRREGULARITIES

The City may, at its sole and absolute discretion, reject any and all, or parts of, Responses; re-advertise the Solicitation for new Responses; postpone or cancel, at any time, the Solicitation process; or waive any irregularities in the Solicitation or in the Responses received as a result of the Solicitation, or to accept that Response which best serves the interest of the City.

53. PRE-PROPOSAL CONFERENCE

The Purchasing Manager shall determine if a pre-proposal conference is required and details of the conference shall appear in the Solicitation legal advertisement and Solicitation requirements. The conference shall normally be held in the Council Chambers, located on the first floor of City Hall, 1000 City Center Circle, Port Orange, Florida. A site visit may be included and shall immediately follow unless stated in the advertisement or this solicitation as mandatory, attendance to the pre-proposal conference is not mandatory. The representative of each Proposer shall be an authorized employee of the Proposer and shall sign in accordingly.

54. PROPOSAL EVALUATION

Proposers who wish to receive a copy of the proposal evaluation may obtain it via www.demandstar.com or on the City of Port Orange Purchasing web page at www.port-orange.org/bids.aspx.

If this Solicitation requires submission of bid guarantee and performance bonds, there will be a separate section explaining those requirements. When the Purchasing Manager deems it necessary, bid bonds/deposits shall be prescribed and are advertised in the public notices inviting bids. Responses submitted without the required bid bond or certified check shall be deemed non-responsive. Normally, if a bid bond/deposit is requested, it is in the amount of five percent (5%) of the bid amount.

Payment and Performance bonds requested for construction projects shall be in an amount equal to one hundred percent (100%) of the total contract amount which will be recorded by the City, at the Contractor's sole cost and expense, with the Clerk of the Circuit Court, Volusia County, Florida. After recording, the City will furnish to the contractor the recording information for the bond to evidence that the contractor has met the requirements of Florida law. The City will bill the cost of recording to the contractor. Unsuccessful Respondents are entitled to the return of their bid bond. A successful Respondent shall forfeit any surety required by the Purchasing Manager upon failure of the Respondent to enter into a contract within the time specified after the award of bid.

55. PROPOSAL RETURNS

Proposers shall return all completed Responses to the City of Port Orange at the address set forth in Section 2 of this document on the date and at the time specified. Late submissions will not be accepted and shall be returned to Proposers unopened.

56. PROPRIETARY INFORMATION

Upon receipt by the City, responses to Solicitations, become public records subject to the provisions of Florida's state policy on public records, Section 119, Florida Statutes. If you believe that any portion of your response is exempt, you should clearly identify the specific documents for which confidentiality is claimed and provide specific legal authority of the asserted exemption. Any financial statement that an agency requires a prospective Proposer to submit in order to prequalify for responding to a proposal for a road or any other public works project is exempt from Section 119.07, Florida Statutes, and Article I, 24(a), Florida Constitution. Proposer must complete Form 9.12 Non-Disclosure Agreement for confidential materials.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

57. PROTECTION

Precaution shall be exercised at all times for the protection of persons, (including employees) and property. All existing structures, utilities, services, roads, trees, shrubbery, etc. shall be protected against damage or interrupted service at all times by the Proposer during the term of contract, and the Proposer shall be held responsible for any damage to the property occurring by reason of his/her operation on the property.

58. PROTEST

Any person who is adversely affected by the City's decision or intended decision shall file with the City Purchasing Manager a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking Bids, Proposals, Statements, or Replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the Solicitation. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time established herein. The formal written protest shall be filed with the Purchasing Manager in writing within ten (10) days after the date the notice of protest is filed. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings. Upon receipt of the formal written protest that has been timely filed, the City shall stop the solicitation or contract award process until the subject of the protest is resolved by final City action. However, the City may continue the solicitation or award process, provided the City Manager sets forth in writing particular facts and circumstances which require the continuance of the solicitation or contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare. The City shall provide an opportunity to resolve the protest by mutual agreement between the parties. The policy the City has established is as follows:

- a. As soon as possible after receipt, the Purchasing Manager shall provide written protest to City Manager, City Attorney, Department Head involved, and Supervisor directly involved in the acquisition.
- b. Purchasing Manager shall schedule within seven (7) business days, excluding weekends and holidays, a meeting with the above-mentioned individuals or designee and protestor. The intent of the meeting is to provide a review and/or solution prior to going before Council. After reviewing all relevant information, the City Manager shall render a decision.
- c. If the protestor disagrees, he/she may appeal to the City Council at a formal council meeting. After reviewing the evidence, the City Council will issue their decision. The City Council's decision is final; however, the protestor can appeal the decision to the Circuit Court in Volusia County, Florida within thirty (30) days of the City Council's final decision. Decisions at all levels shall be in writing to the protestor.

59. PUBLIC ENTITY CRIMES

In accordance Section 287.133 (2)(a), Florida Statutes: A person or affiliate who has been placed on the convicted Proposer list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided Section 287.017, Florida Statutes, for CATEGORY TWO for a period of 36 Months from the date of being placed on the convicted Proposer list.

60. PUBLIC RECORDS COMPLIANCE

Contractor shall comply with public records laws as set forth in Section 119, Florida Statutes, and shall specifically:

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



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

- b. Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Section 119, Florida Statutes, or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- d. Meet all requirements on retaining public records and transfer to the City, at no cost, all public records in possession of the Contractor upon termination of the Contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-506-5563, cityclerk@port-orange.org , CITY OF PORT ORANGE, 1000 CITY CENTER CIRCLE, PORT ORANGE, FLORIDA, 32129.

The failure of Contractor to comply with a public records request shall constitute a material breach of the contract.

61. PUBLIC RECORDS/PUBLIC MEETING EXEMPTION STATEMENT

Section 119.071(1)(c), Florida Statutes: Any financial statement that an agency requires a prospective Proposer to submit in order to prequalify for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution. On June 2, 2011, Governor Scott signed HB 7223 into law. This new legislation amends Florida's Public Records and Sunshine Laws, by expanding "exemptions" applicable to bids, proposals and replies to sealed competitive solicitations, and closes evaluation meetings from the public in certain instances. First, Section 119.071, Florida Statutes was amended to provide that sealed bids, proposals, or replies received by a Florida public agency shall remain exempt from disclosure until an intended decision is announced or until 30 days from the opening, whichever is earlier. This means that Proposers will not be able to procure a copy of their competitor's proposals until an intended decision is reached, or 30 days has elapsed since the time of the bid opening. The prior version of the law provided for a 10-day exemption. Next, Section 286.0113, Florida Statutes was amended to provide that meetings of persons appointed to evaluate proposals and negotiate contracts shall be closed in certain circumstances. Specifically, portions of such meetings may now be closed to the public during oral presentations made by a Proposer, or where a Proposer answers questions. In other words, neither Proposers, nor the public will be permitted to sit in on meetings, unless this exemption is waived by the City Council, wherein their competitors are making presentations or discussing their bid or proposal with the committee members. The portions of these meetings must still be recorded and are subject to disclosure at the time of an intended award decision or within 30 days of the bid or proposal opening, whichever is earlier. Portions of the meetings that do not involve presentations, questions and answers, or negotiation strategy or negotiation sessions are still open to the public and competing Proposers, but the new law limits public attendance to portions of such meetings.

62. QUESTIONS/INTERPRETATIONS

Questions regarding interpretation of Responses, Solicitation results or Solicitation awards shall be directed in writing to the Purchasing Division and referenced by the Solicitation number no later than the last day for questions as specified in the Solicitation documents. The City of Port Orange shall not be responsible for oral interpretations given by any City personnel or representative or others. The issuance



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

of a written addendum is the only official method whereby interpretation, clarification or additional information can be given.

63. RECORDS/AUDIT

The Proposer shall maintain records sufficient to document their completion of the scope of services as a public record and as a requirement of the Contract. At all reasonable times, these records, unless exempt or confidential, shall be subject to review, inspection, copy and audit by persons duly authorized by the City. These records shall be kept for a minimum of three (3) years after completion of the Contract and in accordance with the requirements of public records retention as prescribed by general law. Records which relate to any litigation, appeals or settlements of claims arising from performance under this requirement shall be made available until a final disposition has been made of such litigation, appeals, or claims.

64. REQUEST FOR ADDITIONAL INFORMATION

Prior to the final selection for award, Proposers may be required to submit additional information which the City may deem necessary to further evaluate the Proposer's qualifications to perform under the terms of the Solicitation and subsequent Contract.

65. REVIEW OF RESPONSES SUBMISSIONS

Each Response will be reviewed to determine if the Response is responsive to the submission requirements outlined in the Solicitation. A responsive Proposal is one which follows the requirements of the Solicitation, includes all required documentation, is submitted in the format outlined in the Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may deem your Proposal non- responsive.

66. RIGHT OF NEGOTIATION

The City reserves the right to negotiate with the selected Proposer the exact terms and conditions of the Contract.

67. RIGHT OF WITHDRAWAL

A bid, proposal, statement or reply may not be withdrawn before the expiration of ninety (90) days from the Response due date.

68. RIGHTS TO SOLICITATION SUBMITTED MATERIAL

All Responses, inquiries or correspondence relating to or in reference to a Solicitation, and all reports, charts and other documentation submitted by Proposers shall become the property of the City when received.

69. RULES, REGULATIONS AND LICENSING REQUIREMENT

The Proposers shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, including those applicable to conflict of interest and collusion. Proposers are presumed to be familiar with all federal, state, and local laws, ordinances, codes and regulations that may in any way affect the services offered.

70. SCRUTINIZED COMPANIES LIST

The Contractor shall refrain from any of the prohibited business activities with the Governments of Sudan and Iran as described in section 215.473, Florida Statutes. Pursuant to section 287.135(5), Florida Statutes, the City may immediately terminate this Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or is engaged in business operations with Cuba or Syria during the term of the contract. The Contractor shall provide a completed Form 9.10 Scrutinized Company Certification, certifying the Contractor's compliance with this section, prior to the execution of this Agreement.

71. SEPARATION AND DISTRIBUTION

The Solicitation has been designed for transmittal as a complete document to interested parties. It is recommended that it not be separated; however, it may be reproduced in its entirety as additional distribution might dictate.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

72. SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

73. SIGNATURE REQUIRED

All Responses must show the company name and be signed by a company officer or employee who has the authority to bind the company or firm by their signature. **UNSIGNED RESPONSES WILL BE REJECTED.** All manual signatures must be original - no rubber stamp, photocopy, etc.

74. SIGNED RESPONSE CONSIDERED AN OFFER

The signed Response is considered an offer on the part of the Proposer, which offer shall be considered accepted upon approval by the City of Port Orange City Council (if required). The City of Port Orange will issue a purchase order or a letter of authorization to the successful Proposer, as authorization for delivery of the items awarded subject to requirements of detailed specifications and those contained herein. In the event of default on the part of the Proposer after such acceptance, the City may take such action as it deems appropriate including legal action for damages or specific performance.

75. SOCIAL, POLITICAL, OR IDEOLOGICAL INTERESTS

Pursuant to Florida Statute 287.05701, the governing body of a county, municipality, special district, or any other political subdivision of the state may not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is responsible. Furthermore, an awarding body may not give preference to a vendor based on the vendor's social, political, or ideological interests.

76. SOLICITATION FORM COMPLETION, SUBMISSION AND RECEIPT OF RESPONSES

Unless otherwise specified, Proposer shall use the Solicitation forms supplied by the Purchasing Division. Responses shall be typewritten or handwritten in ink and shall bear the original signature of the Proposer's authorized representative. Responses containing erasures or corrections must be initialed by the Proposer in ink. Responses shall be submitted by mail or hand delivery only. No Response will be accepted by facsimile transmission, e-mail or other electronic delivery. Responses submitted by mail shall be addressed to: **Name, Title**, Purchasing Office, a division of the Finance Department, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses submitted by hand delivery shall be delivered to: City Clerk, Port Orange City Hall, 1000 City Center Circle, Port Orange, Florida 32129. Responses will be accepted until 2:30 P.M. on the date indicated in the Solicitation documents or an addenda issued by the City. One (1) sealed envelope or package shall be submitted. The sealed envelope/ package must contain the required forms and price proposals, where applicable, and will be evaluated and deemed responsive or non-responsive. Proposals (Envelope/Package) shall contain one (1) original and one (1) digital (flash drive) PDF version unless otherwise indicated in the legal advertisement and shall be mailed or delivered as set forth in the preceding paragraph in one (1) SEALED ENVELOPE/PACKAGE. The envelope/package shall be clearly marked on the outside to include the project name, proposal number, name and address of the Proposer.

77. STATE LICENSING REQUIREMENTS

All entities defined under Chapters 607, 608, 617 or 620, Florida Statutes, seeking to do business with the City shall be on file and in good standing with the State of Florida's Department of State. Prior to making an offer, the Proposer shall have met the license, certification and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and should provide copies of documentation that evidence such qualifications with the response to the Solicitation; and, that the Proposer shall provide follow-up evidence that the Proposer maintains such credentials throughout the period of the agreement. A copy of a current certificate of authority from the Secretary of State authorizing the Proposer/Responder to do business in the State of Florida, or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority should be provided with your



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

response to the Solicitation. Information concerning certification with the Secretary of State may be obtained at <http://ccfcorp.dos.state.fl.us/index.html>. Contract documents shall be executed by the entity's duly authorized officer as evidence by entity records.

78. SUBCONTRACTING

The Proposer will not sub-contract or enter into any subcontracting agreements pertaining to this contract, without obtaining written approval from the City of Port Orange.

79. TAXES

The City of Port Orange is exempt from all federal excise, state and local taxes unless otherwise stated in this document. A Tax Exemption Certificate will be furnished upon written request to the City of Port Orange Purchasing Division.

80. TERMINATION

The City of Port Orange reserves the right to terminate the contract for default if the Proposer breaches any of the terms therein, including warranties of the Proposer or if the Proposer becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which the City of Port Orange may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to the City's satisfaction and/or to meet all other obligations and requirements. The City may cancel the Contract at any time for breach of contractual obligations by providing the Proposer with a written notice of such cancellation. Should the City exercise its right to cancel the contract for such reasons, the cancellation shall become effective on the date as specified in the notice of cancellation sent to the Proposer.

81. TERMINATION NOTICE

Either party may cancel the contract at any time after award, unless otherwise specified. The City shall be required to give the Proposer notice thirty (30) days prior to the date of cancellation of the contract. The Proposer shall be required to give the City written notice sixty (60) days prior to the date of cancellation of the contract. The City of Port Orange may terminate the contract without cause upon thirty (30) days written notice.

82. USE OF SOLICITATION FORMS

The Proposer shall complete the appropriate Solicitation Form(s) included in the Solicitation. All blanks on the Solicitation Forms shall be completed. If a question or confirmation is not applicable, it should be answered with an "N/A." Supplemental information may be attached to the Solicitation Forms. Failure to fully complete the appropriate Solicitation Forms may result in disqualification of the Response. If additional space for a response is required, attach an additional page to the page on which the question is stated. Clearly identify the number of the question to which the response is attached. Further, if additional Solicitation Form pages are needed, photocopy or replicate as appropriate, and attach such additional pages to the page on which the question or chart is stated. The signature of the Authorized Person or Entity must be that of an officer, partner or a sole proprietor of the entity making the Response. The original Response, and each copy submitted shall contain an original signature on the Proposer's Acknowledgement Form contained in each Solicitation.

83. VARIANCES

For purposes of Response evaluation, Proposers must indicate any variances, no matter how slight, contained in the Response. No variations or exceptions by a Proposer will be considered or deemed a part of the Response submitted unless such variances or exceptions are listed in the Response and referenced in the space provided on the Response pages. If variances are not stated or referenced as required, it will be assumed that the product or service complies with the City's terms, conditions and specifications. By receiving a Response, the City does not necessarily accept any variances contained in the Response. All variances submitted are subject to review and approval by the City. If any Response contains material



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

variances that, in the City's sole opinion, make that Response conditional in nature, the City reserves the right to reject the Response or part of the Response that is declared, by the City, as conditional.

84. WAIVER OF IRREGULARITIES

The City of Port Orange reserves the right to waive and/or reject any non-substantial irregularity in Proposals received whenever such waiver or rejection is in the best interest of the City and/or it does not meet the minimum requirements set forth. All reasonably responsive Proposals will be considered. However, the City reserves the right to waive formalities or informalities in Proposals, to reject, with or without cause, any or all Proposals or portions of Proposals, or to interview or not interview individual Proposers and to accept any Proposals or portions of Proposals deemed to be in the best interest of the City. The city council shall grant the City Manager to waive any and all non-substantial irregularities in any and all formal Solicitations. (Code 1981, § 8-29; Ord. No. 2015-17, § 1, 5-19-2015)

SECTION 6 – SPECIAL CONDITIONS

PERIOD OF OFFER VALIDITY

Proposals offered in this RFP must remain firm for a period of one-hundred-twenty (120) days from the RFP opening date.

CONTRACT TERM

The awarded proposer will be required to enter into a contract for a period of **number (#)** years, with **number (#)** #-year renewal periods. The City of Port Orange reserves the right to extend this agreement or enter into a competitive proposal process at the end of each term.

ELIGIBILITY OF PROPOSER

To be eligible to respond to this RFP, the Proposer must have prior experience working with the services described in this RFP. Please provide eligibility experience with your submittal.

NOTICE

The City reserves the right to consider cooperative contracts, federal, state municipal etc., in the evaluation process. If in the City's best interest, the City may utilize a cooperative contract in lieu of making an award.

ADD ADDITIONAL SPECIAL CONDITIONS IF APPLICABLE

[Remainder of this page left intentionally blank]

SECTION 7 – PROPOSAL SUBMITTAL & REQUIREMENTS

Proposals shall include all of the information solicited in this RFP, and any additional data that the respondent deems pertinent to the understanding and evaluation of the proposal. The respondent should not withhold any information from the written response in anticipation of presenting the information orally or in a demonstration, since oral presentations or demonstrations may not be solicited.

Submittal of a proposal shall constitute the Proposer's agreement and intent to follow and adhere to all statements, offerings and monetary incentives contained within this proposal.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

The sections of the submitted Proposals that will be scored during the evaluation process are identified with the maximum attainable points in "Section 8 – Evaluation of Proposals. Additional areas used for awarding evaluation points are also addressed in "Section 8 – Evaluation of Proposals."

In conjunction with other material and information requested in the RFP, all Proposers responding to this solicitation shall provide one (1) original, **NUMBER (#)** copies and one (1) identical digital version in PDF format on USB flash/thumb drive. The digital version must be an identical copy of the fully signed original submission. All required attachments are to be in 8 ½" by 11" format, clearly legible, tabbed and bound in the following order:

TABLE OF CONTENTS

The Table of Contents should outline in sequential order the areas of submittal. All pages, including enclosures, must be clearly and consecutively labeled and/or numbered and correspond to the Table of Contents.

STATEMENT OF INTEREST

The responding firm will provide a letter, on firm's letterhead, not exceeding two (2) pages which serves as a statement of interest and introduction to the submittal. The Statement of Interest shall show the RFP number and title. This letter must be signed by the person authorized to bind the firm, company, or corporate entity. The Statement of Interest should also include the name and contact information of a customer contract manager who will serve as the main point of contact for all issues related to the services performed under the scope of this RFP.

TAB A – REQUIRED DOCUMENTS

Include all required City of Port Orange forms. FAILURE TO PROVIDE ALL INFORMATION listed on each form may result in the rejection of your proposal, or a reduction in evaluation points. Required forms include:

- Form 9.1 Proposal Submittal Checklist
- Form 9.2 Proposer's Acknowledgement Form
- Form 9.3 Addendum & Change Order Procedure Acknowledgement Form
- Form 9.4 Drug Free Preference Statement
- Form 9.5 Sworn Statement on Public Entity Crimes
- Form 9.6 Anti-Collusion Form
- Form 9.7 Statement of Qualifications
- Form 9.8 Professional References for Previous Experience
- Form 9.9 Scrutinized Companies Certification
- Form 9.10 E-Verify Affidavit
- Form 9.11 Debarment, Suspension and Other Responsibility Matters
- Form 9.12 Non-Disclosure of Confidential Materials
- Exhibit A – Description of Confidential Materials
- Form 9.13 No Submittal Response Form
- APPENDIX A – 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING
- Provide a copy of license to do business in the State of Florida Sunbiz report showing your company registered as "Active".
- If applicable – copy of county business license of primary business operations



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

TAB B – QUALIFICATIONS AND RELATED EXPERIENCE OF RESPONDENT (Weight insert %)

1. Provide a brief company biography, two (2) pages maximum. Include general information on the company, number of years the company has been in business, the location of corporate headquarters, and the number of branch offices.
2. For all employees that will be working with the City of Port Orange, provide a summary of relevant experience and qualifications including all current licenses and certifications under the heading of their expertise (inspections and/or plan review). Detailed resumes should be submitted.
3. Complete the Professional References Form (9.8) of this document. Provide a list of professional references (other than the City of Port Orange) in which you have provided similar services proposed in this RFP within the last five (5) years. References must be from at least three (3) different entities. Contact information for references must be accurate and reference contacts must be responsive. If listed references are not reachable or otherwise non-responsive, scoring for this criterion could be adversely affected.

TAB C – QUALIFICATIONS AND RELATED EXPERIENCE OF RESPONDENT'S KEY STAFF (Weight insert %)

1. For all employees that will be working with the City of Port Orange, provide a summary of relevant experience and qualifications including all current licenses and certifications. Detailed resumes should be submitted.
2. Provide an organizational chart.

TAB D – APPROACH AND VALUE-ADDED SERVICES WITHIN THE REQUEST OF SERVICES (Weight insert%)

1. Provide your firm's approach to achieving the identified tasks
2. Identify project opportunities and challenges and how you would recommend that challenges be addressed along with value added services your firm can provide

TAB E – FINANCIAL HISTORY (Weight insert %)

All Respondents shall provide a financial statement with their proposal, preferably a certified audit of the last available fiscal year. A third party prepared financial statement and the latest Dunn & Bradstreet report will be accepted in lieu thereof.

TAB F – PROPOSED FEES (Weight insert %)

Proposers must complete Attachment 1 – Services Costs/Fees Proposal and include in Tab F.

SECTION 8 – EVALUATION OF PROPOSALS

EVALUATION PROCEDURE OF WRITTEN PROPOSALS

The Evaluation Committee comprised of City staff will evaluate and rank proposals based on a 10-point weighted score formula. Weights will be assigned to each criterion and will be applied by multiplying the points scored for each criterion by the weighted percentage of each criterion. Scores shall be in whole, half or quarter percent increments. Examples of acceptable scores are 5.25, 5.50 or 6.0 in the 10-point scale. Scores such as 5.10 or 5.80 are NOT acceptable. If an evaluator returns a score for any criterion other than whole, half or quarter percent increments, they will be asked to round up or down based on standard rounding rules. Proposer's resulting weighted scores will be rounded to 2 decimal points also using standard rounding rules.

All interested firms are hereby cautioned not to contact any staff or Council member of the City of Port Orange, or any member of the Evaluation Committee. Any and all questions should be made through the Purchasing



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

Agent noted in this RFP and any attempts to lobby or persuade through any other channels may result in disqualification.

All proposals will be subject to a review and evaluation process. It is the intent of the City that all Proposers responding to this RFP, who meet the requirements, will be ranked in accordance with the criteria established in these documents. The City will consider all responsive and responsible proposals received in its evaluation and award process. The committee may choose to conduct an oral interview with each short-listed firm.

The City's evaluation criteria, for written proposals will include consideration of, but will not be limited to the following:

1. Responsiveness of the proposal related to the Scope of Services.
2. The ability, capability, and skill of the Proposer to perform the contract, including the range of services offered.
3. Whether the provider can perform the contract within the time specified without delay or interference.
4. The quality, availability and adaptability of the supplies or contractual services to the particular use required.
5. The character, integrity, reputation, judgment, experience, and efficiency of the Proposer.
6. Professional licensure required when service of a skilled nature is required by law to perform such service and/or skill.
7. The quality of performance of previous contracts.
8. The number and scope of conditions attached to the bid or proposal.
9. Responsiveness of client references.

Written proposals will be evaluated and scored based upon the following criteria:

EVALUATION CRITERIA FOR WRITTEN PROPOSALS

TAB B. QUALIFICATOINS AND RELATED EXPERIENCE OF RESPONDENT: (Weight insert %)

Company history, qualifications, ability and capacity; Experience with related Scope of Work required for this RFP; Professional references..... (0-10 points)

TAB C. QUALIFICATOINS AND RELATED EXPERIENCE OF RESPONDENT'S KEY STAFF: (Weight insert %)

Resumes of key staff demonstrating relevant experience; Organizational chart of management and key staff.....(0-10 points)

TAB D. STRENGTH OF PROPOSAL, APPROACH AND VALUE-ADDED SERVICES: (Weight insert %)

Methods of achieving the identified tasks; Method of addressing possible opportunities and challenges and value-added services.....(0-10 points)

TAB E. FINANCIAL HISTORY: (Weight insert %)

Firm's financial strength as it relates to their ability to perform all services as outlined in this RFP(0-10 points)

TAB F. PROPOSED FEES: (Weight insert %)

Total Proposed Fees.....(0-10 points)

Total Maximum Points

(50 points)



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

(Please note that fees may be negotiated in the best interest of the City after the scoring is completed.)

Scoring Guidelines (0 – 10 points):

0-2.0 = Did Not Meet: Not responsive to the question or topic; 2.25-4.0 = Below minimum standards: Responsive to the question or topic, but below acceptable standards; 4.25-6.0 = Marginal: Minimal acceptable performance standards and responsive to the question or topic; 6.25-8.0 = Satisfactory: Above minimum performance, effective and responsive to the question or topic; 8.25-10.0 = Exceeds Expectations for effectiveness and responsiveness to the question or topic. The Evaluator's score times the "weighted value" assigned to the criterion outlined above equals the total score for that section. Resulting scores will be rounded to 2 decimal points. For example:

Criterion: Tab D: Approach and Value-Added Services	Evaluator's Score 10-point scale	Weighted Value of Total	Resulting Score
Consultant A	8.50	30%	2.55
Consultant B	6.25	30%	1.88

FORMAL ORAL INTERVIEWS/PRESENTATIONS In Person (If Required)

Upon completion of the technical criteria evaluation of written proposals, rating and ranking, the City of Port Orange may conduct oral interviews and/or presentations with short listed firms. Evaluation criteria and scoring for the oral interviews and/or presentations are to be determined.

If the City chooses to allow oral interviews and/or presentations, such interviews and/or presentations will not be open to the public pursuant to the conditions set forth in Florida Statute § 286.0113. If oral presentations or interviews are held the following guidelines will be used:

The City's Purchasing Division will establish the schedule and Proposers will be notified via DemandStar at www.demandstar.com and the City of Port Orange Purchasing web page at www.port-orange.org/bids.aspx at least seven (7) calendar days in advance of the date, time and place of the oral interviews and/or presentations. The specific interview/presentation format will be provided to Proposers with the notifications.

The City will allot equal time for each Proposer and may divide into two sequential parts: formal presentations and questions and answers. The times allotted are maximums and no Proposer will be penalized for using less than the allotted time.

FINAL RANKING AND RECOMMENDATION FOR AWARD

After oral presentations are completed, the Evaluation Committee will score the oral interviews and or/presentations. A final ranking is determined of the short-listed Proposers considered to be most capable of performing the work outlined in this RFP and to be in the best interest of the City.

The Evaluation Committee's final ranking will be provided to the Purchasing Manager to read aloud. The Intent to Award will be posted on www.demandstar.com and the City of Port Orange Purchasing web page at www.port-orange.org/bids.aspx The City project manager will create an agenda item recommending the award to the City Council. City Council's decision will be final.

[Remainder of this page left intentionally blank]



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION
SECTION 9 – REQUIRED FORMS

FORM 9.1 – PROPOSAL SUBMITTAL CHECKLIST

- ___ Form 9.2 – Proposer’s Acknowledgement
- ___ Form 9.3 – Addendum and Change Order Procedure Acknowledgement
- ___ Form 9.4 – Drug Free Preference Statement
- ___ Form 9.5 – Public Entity Crimes Statement
- ___ Form 9.6 – Anti-Collusion Form
- ___ Form 9.7 – Statement of Qualifications
- ___ Form 9.8 – Professional References for Previous Experience
- ___ Form 9.9 – Scrutinized Companies Certification
- ___ Form 9.10 – E-Verify Affidavit
- ___ Form 9.11 – Debarment, Suspension and Other Responsibility Matters
- ___ Form 9.12 – Non-Disclosure Agreement for Confidential Materiel
- ___ Exhibit “A” – Description of Confidential Material
- ___ Form 9.13 – No Submittal Request Form
- ___ Appendix A, 44. C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements
- ___ Provide a copy of license to do business in the State of Florida Sunbiz report showing your company registered as “Active”.
- ___ If applicable – copy of county business license of primary business operations
- ___ (Attachment 1) – Services Costs/Fees Proposal Form
- ___ Submission of one (1) original marked “ORIGINAL”, number (#) copies and one (1) digital (USB flash drive) version in PDF format

BY: _____
Name of Business

Authorized Signature

Date



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION
This document must be completed and returned with your Submittal

FORM 9.2 – PROPOSER’S ACKNOWLEDGEMENT FORM

I have carefully examined the Request for Proposal (RFP), Instructions to Proposers, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this request.

I hereby propose to furnish the goods or services specified in the RFP at the prices or rates as finally negotiated. I agree that my proposal will remain firm for a period of up to one-hundred-twenty (120) days in order to allow the City of Port Orange adequate time to evaluate the proposal. Furthermore, I agree to abide by all conditions of the RFP.

I certify that all information contained in the proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the Proposer/Contractor as its act and deed and that the Proposer/Contractor is ready, willing and able to perform if awarded a contract.

I further certify that this proposal is made without prior understanding, contract, connection, discussion or collusion with any person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the City of Port Orange City Council or of any other Proposer interested in said RFP; and that the undersigned executed this Proposer’s Acknowledgement with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for the contract under which services will be performed, do hereby propose to furnish all labor, equipment and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the “work” will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the proposal non-responsive.

NO EXCEPTIONS ALLOWED AFTER THE PROPOSAL IS SUBMITTED:

Please check one: ☐ I take NO exceptions. ☐ Exceptions (list below; add additional pages if necessary):

Name of Business

Mailing Address

Authorized Signature

City, State & Zip Code

Printed Name and Title

Telephone Number



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

Federal Identification No.

E-mail Address

STATE OF: COUNTY OF:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this day of , 2023, by and who:

Is personally known to me; or has produced as identification.

Notary Public, State of

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your submittal

FORM 9.3 - ADDENDUM AND CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

ADDENDUM ACKNOWLEDGEMENT

I have carefully examined the Request for Proposal (RFP), Instructions to Proposers, General and/or Special Conditions, Specifications and any other documents accompanying or made a part of this RFP.

I acknowledge receipt and incorporation of the following addenda and the cost, if any, of such revisions has been included in the price of the proposal.

Addendum# Date: Addendum# Date:

Addendum# Date: Addendum# Date:

CHANGE ORDER PROCEDURE ACKNOWLEDGEMENT

If awarded the Contract for this Solicitation, I acknowledge that no oral statement of any person shall modify or otherwise change or affect the terms, conditions or specifications stated in the resulting contract. All change order requests shall be made in writing by the Contractor for review by the Contract Administrator for the City of Port Orange. No work shall be performed as set forth in the change order until the Contractor receives an executed Purchase Order for the requested change.

I acknowledge the above statement regarding Addendum Acknowledgement and Change Orders Procedures:

Name of Business

Authorized Signature

Printed Name and Title

STATE OF: COUNTY OF:

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

_____ day of _____, 2023, by _____ and who:

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

_____ Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.4 – DRUG-FREE PREFERENCE STATEMENT

IDENTICAL TIE PROPOSALS – Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids, proposals, statements or replies are equal with respect to price, quality and service are received by the City for procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied proposers have a drug-free workplace program.

In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under a proposal a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under the proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance the law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by an employee who is so convicted.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Section 287.087, Florida Statutes.

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

Name of Business

Authorized Signature

Printed Name and Title

STATE OF: _____ COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____ and who:

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

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.5 – SWORN STATEMENT ON PUBLIC ENTITY CRIMES
UNDER SECTION 287.133(3)(A), FLORIDA STATUTES

(To be signed in the presence of a notary public or other authorized to administer oaths.)

Before me, the undersigned Authority, personally appeared affiant _____, who, being by me first duly sworn, made the following statement:

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

2. My relationship to _____ (name of Offeror or business) is _____

_____ (relationship such as sole proprietor, partner, president, vice president.)

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



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

political subdivision and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy or material misrepresentation.

4. I understand that "convicted" or "conviction" is defined by the Florida Statutes to mean a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.
5. I understand that "affiliate" is defined by the Florida Statutes to mean (1) a predecessor or successor of a person or a corporation convicted of a public entity crime, or (2) an entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime, or (3) those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate, or (4) a person or corporation who knowingly entered into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months.
6. Neither the Offeror or contractor, nor any officer, director, executive, partner, shareholder, employee, member or agent who is active in the management of the Offeror or contractor, nor any affiliate of the Offeror or contractor has been convicted of a public entity crime subsequent to July 1, 1989. **(Draw a line through paragraph 6 if paragraph 7 below applies.)**
7. There has been a conviction of a public entity crime by the Offeror or contractor, or an officer, director, executive, partner, shareholder, employee, member or agent of the Offeror or contractor who is active in the management of the Offeror or contractor or an affiliate of the Offeror or contractor. A determination has been made pursuant to Section 287.133(3) by order of the Division of Administrative Hearings that it is not in the public interest for the name of the convicted person or affiliate to appear on the convicted bidder list. The name of the convicted person or affiliate is: _____ . A copy of the order of the Division Administrative Hearing is attached.
(Draw a line through paragraph 7 if paragraph 6 above applies)

Name of Business

STATE OF: _____

Authorized Signature

COUNTY _____ OF: _____

Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2023, by _____ and who:

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

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.6 – ANTI-COLLUSION FORM

ANTI-COLLUSION STATEMENT PROPOSAL FORM:



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

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

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

IT IS AGREED BY THE UNDERSIGNED PROPOSER THAT THE SIGNING AND DELIVERY OF THE PROPOSAL REPRESENTS THE PROPOSER'S ACCEPTANCE OF THE TERMS AND CONDITIONS OF THE FOREGOING SPECIFICATIONS, CONTRACT AND PROVISION, AND IF AWARDED, THIS CONTRACT WILL REPRESENT THE AGREEMENT BETWEEN THE PROPOSERS AND THE CITY OF PORT ORANGE.

NAME _____ OF _____ FIRM: _____

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

PRINTED _____ SIGNATURE: _____

TITLE: _____

ADDRESS: _____

CITY, _____ STATE _____ AND _____ ZIP _____ CODE: _____

TELEPHONE: _____

F.E.I.N.: _____



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

This document must be completed and returned with your Submittal

FORM 9.7 STATEMENT OF PROPOSER'S QUALIFICATIONS

The undersigned warrants that he or she is duly authorized to complete this document, and hereby affirms that the information contained in Form 9.7 is complete, true and correct to the best of his or her knowledge and belief. If necessary, questions may be answered on separate paper and attached with any additional information that may be pertinent.

- A. Name _____ of _____ Proposer: _____
- B. Permanent _____ main _____ office _____ address: _____
- C. Date organized: _____
- D. If a corporation, where incorporated: _____
- E. How many years have you been engaged in the business under your present firm or trade name? _____
- F. Contracts on hand: (List these, showing amount of each contract and the appropriate anticipated dates of completion.) **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- G. General _____ character _____ of _____ work _____ performed _____ by _____ your _____ company: _____
- H. Have you ever failed to complete any work awarded to you? If so, where and why? _____
- I. Have you ever defaulted on a contract? If so, where and why? _____
- J. List your major equipment currently owned or leased: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- K. Experience _____ in _____ work _____ similar _____ to _____ this _____ type _____ of _____ project: _____
- L. Background and experience of the principal members of your organization, including the officers: **USE SEPARATE SHEET & ATTACH TO SUBMITTAL**
- M. Credit currently available: \$ _____
- N. Give _____ bank _____ name, _____ contact _____ name _____ and _____ phone _____ number: _____
- O. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the Owner? ☐ Yes ☐ No



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising the Statement of Proposer's Qualifications.

Name of Business

STATE OF: _____

Authorized Signature

COUNTY _____ OF: _____

Printed Name and Title

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____ and who:

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

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document must be completed and returned with your Submittal

FORM 9.8 – PROFESSIONAL REFERENCES FOR PREVIOUS EXPERIENCE

The Proposer submits that their firm is qualified to perform the referenced work and has successfully done so on recent projects similar in nature and size. The City reserves the right to check references and confirm information provided herein. **Please provide three (3) current and correct references from clients for similar services.**

(DO NOT include the City of Port Orange)

1. Company

Name:

Contact

Person:

City,

State:

Telephone Number: _____

Email Address: _____

Description _____ of _____ goods/services provided:

Contract Amount: _____

Start/End Date of Contract: _____



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

2. Company

Name:

Contact

Person:

City,

State:

Telephone Number: _____

Email Address: _____

Description of goods/services provided:

Contract Amount: _____

Start/End Date of Contract: _____

3. Company

Name:

Contact

Person:

City,

State:

Telephone Number: _____

Email Address: _____

Description of goods/services provided:

Contract Amount: _____

Start/End Date of Contract: _____

This document must be completed and returned with your Submittal.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

(Form 9.8 – Professional References for Previous Experience Page 2)

**LISTING OF PREVIOUS EXPERIENCE
COMMERCIAL CLIENT LIST**

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

List clients to whom you currently provide or have in the past provided equal or similar to those required under the City's contract as outlined in this proposal package. A minimum of three (3) project shall be listed below in order to submit a proposal on this contract. The Owner reserves the right to check references and confirm information provided herein.

1. Contact Name: _____

Phone: _____

Current Client: ☐ Yes ☐ No

Number of years of service provided: _____

Description _____ of _____ service:

—

2. Contact Name: _____

Phone: _____

Current Client: ☐ Yes ☐ No

Number of years of service provided: _____

Description _____ of _____ service:

3. Contact Name: _____

Phone: _____

Current Client: ☐ Yes ☐ No

Number of years of service provided: _____

Description _____ of _____ service:



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

This document must be completed and returned with your Submittal



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

FORM 9.9 SCRUTINIZED COMPANIES CERTIFICATION

(To be signed in the presence of a notary public or other officer authorized to administer oaths.)

SCRUTINIZED COMPANIES CERTIFICATION PURSUANT TO SECTION 287.135, FLORIDA STATUTES

I, _____, on behalf
(Print Name and Title)

of _____ ("Company"), certify that

(Company Name)

does not:

1. Participate in a boycott of Israel; and
2. Is not on the Scrutinized Companies with Boycott Israel List; and
3. Is not on the Scrutinized Companies with Activities in Sudan List; and
4. Is not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; and
5. Has not engaged in business operations in Syria.

Submitting a false certification shall be deemed a material breach of contract. The City of Port Orange shall provide notice, in writing, to the Company of the City's determination concerning the false certification. The Company shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Company does not demonstrate that the City's determination of false certification was made in error, then the City shall have the right to terminate the contract and seek civil remedies pursuant to Florida Statute § 287.135.

Section 287.135, Florida Statutes prohibits the City from: 1) Contracting with companies for goods or services in any amount if at the time of bidding on, submitting a proposal for, or entering into or renewing a contract if the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S. or is engaged in a boycott of Israel; and 2) Contracting with companies for goods or services over \$1,000,000.00 that are on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List, created pursuant to s. 215.473, or are engaged in business operations in Syria.

As the person authorized to sign on behalf of the Company, I hereby certify that the company identified above in the section entitled "Company Name" does not participate in any boycott of Israel, is not listed on the Scrutinized Companies that Boycott Israel List, is not listed on either the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List and is not engaged in business operations in Syria. I understand that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject the company to civil penalties, attorney's fees, and/or costs. I further understand that any contract with the City for goods or services may be terminated at the option of the City if the company is found to have submitted a false certification or has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

COMPANY NAME

SIGNATURE

PRINT NAME



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

TITLE _____

FORM 9.9 SCRUTINIZED COMPANIES CERTIFICATION (page2)

STATE OF FLORIDA

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization, this _____ day of _____, 2023, by _____ and who:

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

_____, Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your Submittal



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

FORM 9.10 - E-VERIFY AFFIDAVIT



CITY OF PORT ORANGE
CONTRACTOR E-VERIFY AFFIDAVIT
IN ACCORDANCE WITH SECTION 448.095, FLORIDA STATUTES

Project Name: _____

Solicitation Number: _____

I, the undersigned hereby certify that _____ (insert contractor company name) does not employ, contract with or subcontract with an unauthorized alien, and is otherwise in full compliance with Section 448.095, Florida Statutes.

I acknowledge that it is my responsibility to insure full compliance with Section 448.095, Florida Statutes. I am aware enrollment in the E-Verify system for employers can be done at www.e-verify.gov.

A true and correct copy of _____ (insert contractor company name) proof of registration in the E-Verify system is attached to this Affidavit.

By affixing my signature below, I hereby affirm that I am duly authorized to bind the company reference herein and I will comply with all applicable E-Verify requirements.

Print or Type Name, Title

Signature of Affiant

Federal Employer ID Number (FEIN)

E-Verify Number

STATE OF FLORIDA

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2023, by _____ and who:



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

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

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

This document to be completed and returned with your Submittal

FORM 9.11 - CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY

Matter Primary Covered Transactions
(To be completed by Prime Contractor)

1. The prospective participant certifies to the best of its knowledge and belief that it and its principals:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by and Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted for had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement or receiving stolen property.
 - (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph 1. (b) of this certification;
 - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Organization Name

Proposal Number

Name and Title of Authorized Representative

Signature

Date



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

This document must be completed and returned with your Submittal

FROM 9.12 – NON-DISCLOSURE AGREEMENT

FOR

CONFIDENTIAL MATERIALS

REFERENCE# _____

RETURN THIS FORM ONLY IF CONFIDENTIAL MATERIALS ARE BEING INCLUDED WITH THE SUBMITTAL. PLEASE READ THE SECTION IN THE REQUEST FOR PROPOSAL TO DETERMINE IF THIS APPLIES.

Respondent:

Address:

This Agreement is entered into as of the date of the last signature set forth below between the City of Port Orange, a political subdivision of the State of Florida (hereinafter the "City"), and the above-named Respondent (hereinafter the ("Respondent"). The City and the Respondent are collectively referred to as the "Parties" and may be referred to individually as a Party.

RECITALS

WHEREAS, the Respondent asserts that it possesses certain confidential trade secret materials that it wishes to disclose to the City for the purpose of responding to a solicitation or otherwise conducting business with the City; and

WHEREAS, the City desires to review such materials in order to evaluate the City's interest in negotiating and concluding an agreement for the purchase of certain products and services, or otherwise conducting business with the Respondent.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

NOW THEREFORE, in consideration of the mutual promises and premises contained herein, the receipt and sufficiency of which are hereby acknowledged, the City and the Respondent agree as follows:

1. Confidential Materials. The Respondent warrants and represents to the City that the materials described in the attached Exhibit A (Description of "Confidential Material") constitute trade secrets as defined by Section 812.081(1)(c), Florida Statutes, or financial statements required by the City for projects as defined in 119.071(1)(c), Florida Statutes. Subject to the terms and conditions of this Agreement, the City agrees not to disclose such Confidential Materials to third parties.
2. Additional Materials. During the course of the review or the business relationship with the City, the Respondent may disclose additional confidential or trade secret information to the City in which case the restrictions and obligations on the use and disclosure of the Confidential Materials imposed by this Agreement shall also apply to such additional information to the extent permitted by Florida law. Any such additional confidential or trade secret information shall be duly marked and stamped "confidential" or "trade secret" prior to delivery to the City, and shall be subject to this Agreement and Section 812.081(2), Florida Statutes, only if written receipt is provided by the City acknowledging receipt of such materials.
3. Exclusions. For purposes of this Agreement, the term "Confidential Materials" does not include the following:
 - a. Information already known or independently developed by the City;
 - b. Information in the public domain through no wrongful act of the City;
 - c. Information received by the City from a third party who was legally free to disclose it;
 - d. Information disclosed by the Respondent to a third party without restriction on disclosure;
 - e. Information disclosed by requirement of law or judicial order, including without limitation Chapter 119 Florida Statutes; or
 - f. Information that is disclosed with the prior written consent of the Respondent, but only to the extent permitted by such consent.
4. Non-Disclosure by Respondent. In the event that the City discloses confidential or trade secret information to Respondent, the Respondent agrees to not disclose such information to any third party or copy such information or use it for any purpose not explicitly set forth herein without the City's prior written consent. Further, upon conclusion of discussions or business transactions between the City and the Respondent, or at any time upon request of the City, Respondent agrees to return such information (including any copies) to the City.
5. Duty of Care. Each Party agrees to treat the other Party's confidential or trade secret information with the same degree of care, but not less than reasonable care, as the receiving Party normally takes to preserve and protect its own similar confidential information and to inform its employees of the confidential nature of the disclosing Party's information and of the requirement of nondisclosure. In the event either Party has actual knowledge of a breach of the nondisclosure requirements set forth in this Agreement, the Party acquiring such knowledge shall promptly inform the other Party and assist that Party in curing the disclosure, where possible, and preventing future disclosures.
6. Limitations of Florida Law. Respondent understands and agrees that its assertion that any item is confidential or a trade secret does not, in and of itself, render such material exempt from the Florida Public Records Law, Chapter 119 of the Florida Statutes, and that the City's ability to prevent disclosure of confidential and trade secret information may be subject to determination by a Florida court that such materials qualify for trade secret protection under Florida law. In the event a third party makes a public records request for the Confidential Materials or other materials deemed by Respondent to be



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

confidential or a trade secret, the City may submit the materials to the court for inspection in camera as set forth in Section 119.07(1)(g) Florida Statutes. Respondent further understands that the City may be required to disclose such information if directed by a court of competent jurisdiction.

7. Indemnification by Respondent. In the event of any litigation instituted by a third party to compel the City to disclose such materials, Respondent shall, at its sole cost and expense, provide assistance to the City in defending the denial of the records request, and shall hold the City harmless from any claim for statutory costs and attorney's fees arising from the City's refusal to disclose such materials.
8. No Additional Obligations. This Agreement shall not be construed in any manner to be an obligation for either Party to enter into any subsequent contract or agreement.
9. Sovereign Immunity. Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the City beyond any statutory limited waiver of immunity or limits of liability, which has been or which may be adopted by the Florida Legislature, regardless of the nature of any claim which may arise, including but not limited to a claim sounding in tort, equity or contract. In no event shall the City be liable for any claim or claims for breach of contract, including without limitation the wrongful disclosure of confidential or trade secret information for an amount which exceeds, individually and collectively, the then current statutory limits of liability for tort claims. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the City, which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.
10. Notice. Whenever either Party desires to give notice unto the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the Respondent designates the address set forth above as its place for receiving notice, and the City designates the following address for such notice:

The City of Port Orange, Florida
Purchasing Manager
1000 City Center Circle
Port Orange, FL 32129

11. Governing Law. This Agreement shall be governed by the laws of the State of Florida, and venue for any action arising out of or relating to the subject matter of this Agreement shall be exclusively in Volusia County, Florida, or the Federal City Court for the Middle City of Florida, Jacksonville Division.
12. Respondent and the City hereby expressly waive any rights either may have to a trial by jury of any civil litigation related to this Agreement for any litigation related to or arising from this solicitation and resulting agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers the day and year as set forth below.

The City of Port Orange, FL

Respondent

BY: _____

BY:

NAME: _____

NAME:

TITLE: _____

TITLE:



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

DATE: _____

DATE:

ATTEST:

BY:

NAME:

TITLE:

DATE:



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

EXHIBIT A - DESCRIPTION OF CONFIDENTIAL MATERIAL



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

FORM 9.13 – NO SUBMITTAL RESPONSE FORM

If your company will not be submitting a proposal in response to this solicitation, please complete this form and return via e-mail prior to the solicitation due date established within to:

City of Port Orange
Purchasing Division
1000 City Center Circle
Port Orange, FL 32129
purchdiv@port-orange.org

This information will assist the Purchasing Division in the preparation of future solicitations.

Solicitation: RFP # and Title

Company _____ Name: _____

Contact _____ Person _____ Name _____ & _____ Title: _____

Address: _____

Telephone: _____ Email _____ Address: _____

Please check a reason for a “no response”.

- ☐ Specifications “too tight” or geared toward on brand or manufacturer (please explain below)
- ☐ Insufficient time to respond
- ☐ Specifications unclear (please explain below)
- ☐ We do not offer this product/service or an equivalent
- ☐ Our product schedule does not permit us to perform within stated timeline for the project
- ☐ Unable to meet specifications
- ☐ Unable to meet bond requirements
- ☐ Unable to hold prices firm throughout the term of the contract period
- ☐ Unable to meet insurance requirements
- ☐ Other: _____

Print Name: _____

Signature: _____ Date: _____



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

Additional Information:

If submitting this form, only this form needs to be returned. It is not necessary to return the entire solicitation package.



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements

(Required for each bid or offer exceeding \$100,000)

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Name & Title of Contractor's Authorized Official

Date: _____



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION
ATTACHMENT 1 – SERVICES COSTS/FEES PROPOSAL

Complete, sign and date and include this document under Tab F in proposal

Services Costs/Fees Criterion will not be evaluated by the Proposal Evaluation Committee. It will be scored by the Purchasing Agent as follows: The firm submitting the lowest total cost shall receive the maximum number of points for this criterion. All other respondents will receive points based on the following formula:

(N/X)*C=Z, where: N= Lowest total cost submitted X = Respondent's total cost
 C = Total number of available points Z = Points awarded

NAME OF BUSINESS:			
CONTACT PERSON:			
EMAIL ADDRESS:			
AUTHORIZED SIGNATURE:			
DESCRIPTION	ESTIMATED HOURS PER YEAR	WEEKDAY HOURLY RATE	TOTAL
		TOTAL	\$0.00

[Remainder of page intentionally left blank]



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

IMPORTANT: This certificate must be completed and returned by the Awarded Proposer, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange. Please note, the City of Port Orange does not accept exemptions for Workers' Compensation coverage.

AFFIDAVIT REGARDING WORKER'S COMPENSATION

State of _____ County of _____

I, _____, being duly sworn according to law, deposes and says (it, he, she, they) have accepted the Workers' Compensation laws of the State of Florida, with its supplements and amendments and has insured (its, his, her, their) liability there under accordance with the terms of said Laws with the _____ Company, under the terms of Policy Number _____ for a period from _____, 20____ to _____, 20____.

WITNESS:

By: _____

Company: _____

CONTRACTOR:

By:

Company:

Name/Title:

STATE OF _____

COUNTY OF: _____

The foregoing instrument was acknowledged before me by means of ☐physical presence or ☐online notarization,



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

this _____ day of _____, 2023, by _____ and who:

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

Notary Public, State of _____

Printed, typed or stamped name, commission and expiration:

IMPORTANT: This certificate must be completed and returned by the Awarded Proposer, upon issuance of a Notice of Intent to Award by the Purchasing Department of the City of Port Orange.

LEASED EMPLOYEE AFFIDAVIT

EXHIBIT CONTRACT # _____

☐ I hereby certify that I do not utilize an employee leasing company or employee leased employees. I further agree to notify the City in the event these circumstances change.

OR

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

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

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

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



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION

Name _____ of _____ Employee _____ Leasing _____ Company: _____

Worker' _____ Compensation _____ Carrier: _____

A.M. _____ Best _____ Rating _____ Carrier: _____

Inception _____ Date _____ of _____ Leasing _____ Agreement: _____

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

I hereby attest that the information provided in this affidavit is accurate. In addition, I certify that I have read and understand the above statements regarding my responsibility under the Workers' Compensation coverage.

Signature _____ of _____ Contractor: _____

Signature _____ of _____ Owner/Officer: _____

Title: _____ Date: _____

CITY SERVICES CONTRACT (FOR INFORMATIONAL PURPOSES ONLY)

INSERT CITY SERVICES CONTRACT HERE (DO NOT REMOVE TITLE ABOVE)



ECHO GRANTS-IN-AID STANDARD & EXCEPTIONAL GRANT APPLICATION



End of Solicitation Documents



Volusia ECHO Program

A guide for applicants





TABLE OF CONTENTS

Introduction	3	Award Phase	18
• History • Overview • Funding		• Process • Publicity Requirements	
Applicant Eligibility	5	Construction Phase	20
• Clean Hands		• Process • Project Time Limits • Project Extensions • Changes in Scope/Budget • Report Requirements • Monitoring	
Project Eligibility	6	Post-Construction Phase	22
• Public Access • Unrestricted Ownership and Undistributed Use of Facility • Exceptional Project		• Changes in Scope • Reporting Requirements • Publicity Requirements • Monitoring	
Match Requirements	9	Definitions	23
Application	13	Restrictive Covenants	26
• Application Process • Application Requirements • Technical Application • Final Application • Eligibility Meeting • Grant Review Panel • County Council		Independent Report	28



HISTORY

The Volusia ECHO program, generated by a grassroots initiative, resulted from a citizen approved referendum passed November 7, 2000. Volusia ECHO provides grant funds to finance acquisition, restoration, construction or improvement of projects to be used for environmental, cultural, historical and outdoor recreational purposes. It is the intent of the Volusia County Council that funds be allocated throughout the county to provide broad geographical distribution and apportioned appropriately among the environmental, cultural, historical and outdoor recreational projects.

The Volusia ECHO Program seeks to enhance the quality of life of Volusia County's residents by working to achieve the following goals over a broad geographic base:

- Provide environmental/ecological, cultural, historical/heritage and outdoor recreational opportunities.
- Preserve significant archaeological or historic resources; and develop, enhance and promote heritage tourism opportunities, experiences and resources.
- Foster public memory and community identity by promoting and providing access to destinations and experiences associated with past events, peoples and places within the County of Volusia.
- Provide high quality, user oriented outdoor recreational opportunities including, but not limited to, access to the Atlantic Ocean through the establishment of oceanfront parks and off-beach parking.
- Improve the quality of life for Volusia's residents by providing access to the cultural arts, increase cultural based tourism, and encourage redevelopment and revitalization of downtown and urban areas through the provision of cultural arts projects.

OVERVIEW

Environmental

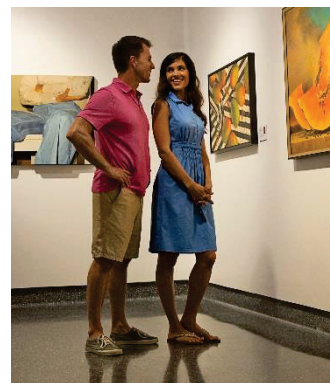


Understanding of the environment and educating the public are key factors in maintaining a healthy sustainable community. ECHO funds support development of environmental projects, including green infrastructure and

nature-based solutions, which promote environmental awareness and stewardship to help citizens make responsible decisions that will protect our environment and future sustainability.

Volusia County has a diverse and delicate ecosystem, ranging from low beach and marsh areas to high and dry pine forests. A sole source aquifer below the county's land mass sustains our water needs. It is critical that a proper balance is maintained between preserving life sustaining ecological systems and meeting the demands of our increasing population.

Cultural



Cultural activities play an important role in improving the quality of life for residents and visitors. Volusia County is a proud supporter of the arts.

The arts increase the county's tourism-based economy and encourage redevelopment in our

downtown and urban areas.

Historic

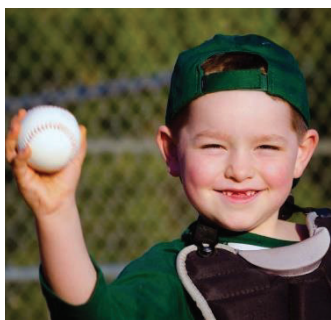


Volusia County is home to over 200 sites listed on the National Register of Historic Places, including downtown neighborhoods, agricultural and educational districts, and individual buildings, churches, and archaeological sites. In 2005, the Historic Preservation Board, a County Council advisory board, developed a list of

critical historic properties. In an effort to save Volusia County's historical landmarks, special ECHO policies were approved by the County Council to encourage restoration and acquisition of these endangered facilities.

Each year, the Florida Trust for Historic Preservation recognizes significant contributions of individuals, societies, businesses and government entities that have demonstrated outstanding achievement in the field of historic preservation through its statewide Annual Preservation Awards Program. The County of Volusia received the "Outstanding Organization Achievement Award" in 2010 for its commitment to historic preservation through the ECHO program.

Outdoor Recreation



Outdoor recreation plays an important role in the quality of life of Volusia County residents and tourists. The 2000 ECHO referendum, passed by our citizens, resulted from a grassroots initiative that viewed

Volusia County as an extensive and vibrant park system.

Our county's abundant natural resources enrich our lives through passive and active sports parks. Additionally, the countywide trail system meanders as a linear park throughout Volusia County.

FUNDING

The County's Chief Financial Officer shall determine the amount of funds available for award each year. Each application that is recommended for funding will be funded at 100% of the requested amount as funds are available. If the recommended awards result in a grantee receiving only partial funding, the applicant will be given the option of accepting the partial funding amount during the Grant Review Panel session.

The potential grantee shall provide a revised budget to the County prior to the approval of final award by the County Council that describes the use of the reduced ECHO grant and corresponding match.

Standard Project

The maximum standard grant request amount is \$600,000. The minimum amount is \$12,500. Required match is 1:1. A standard project is defined by the total square footage of the facility to be constructed, renovated or improved and the site on which the project exists. Both the improved and unimproved property will have an established footprint based on the initial application.

A project or facility complex may receive multiple standard grants up to, but not more than, \$3.1 million over the life of the ECHO program unless the project provides a substantial expansion to the total square footage of a project or site, which results in significant additional public use. Such an expansion may allow the Grantee to apply for an additional \$3.1 million. Approval by the County Council is required prior to application in order for an applicant to exceed the initial \$3.1 million funding cap.

Exceptional Project

The maximum exceptional grant request amount is \$2.5 million. Required match is 1:1. No project or facility complex may receive more than one Exceptional grant award through the life of the ECHO program. If the exceptional award was not the maximum award, the applicant may request a Standard Single-Phase project grant(s) to reach the cap amount.



ECHO Grant applicants must be:

- Volusia County Government; or
- Municipal Government within Volusia County; or
- Not-for-Profit Corporation that meets the following criteria:
 - A Not-For-Profit corporation incorporated in the State of Florida and classified as a 501(c)(3) tax exempt under Federal Internal Revenue Service regulations and designated in compliance with s.170 of the Internal Revenue Code of 1954; and
 - Has maintained incorporated status for more than two years prior to the application deadline; or
 - Has been incorporated in the State of Florida for less than two years at the time of the application deadline, but has provided sufficient evidence of operations for a minimum of 10 years in Volusia County and provided the most recent five years of Independent Certified Audits and Management Letters of the organization.
 - Is registered as a Foreign Corporation doing business in the State of Florida with a local group within Volusia County that can provide sufficient evidence of public service to Volusia County citizens for the five-year period prior to the ECHO application deadline. Foreign corporations must also demonstrate five years of 501(c)(3) status in its State of Incorporation.

The applicant may not owe the County of Volusia any money or have any outstanding violations of Volusia County Code of Ordinances.

The applicant must have satisfied all administrative requirements of previous grants and agreements received from or administered by the County of Volusia.

The applicant may have no more than three open projects at one time to be eligible to apply for additional funding.

Projects whose owner/tenant (i.e., the applicant) does not provide ECHO related services as their main mission are ineligible.

The applicant must agree to required match per the guidelines established in the ECHO Guidebook.

Clean Hands

The applicant may not owe the County of Volusia any money or have any outstanding violations of Volusia County's Code of Ordinances. The ECHO Committee strongly suggests applicants request a "Clean Hands" search well in advance of submitting an ECHO grant to determine if they owe money to the County or are in violation of a County Code.

The ECHO Clean Hands form has instructions and lists the contacts in each of the five County Departments to which it, and the Not-For-Profit Officers and Shareholders form, must be submitted. Forms and information may be requested from the ECHO office.

ECHO staff will conduct a Clean Hands search of all applicants prior to presenting the grant award recommendations to the County Council. Failure to resolve clean hand situations prior to the County Council meeting will result in the applicant being ineligible for a grant award.



Project Eligibility

Pursuant to Volusia County Council Resolution 2000-156, an organization's project/application must meet the following criteria:

- The Volusia ECHO Program funds are to be used solely to finance acquisition, restoration, construction and improvement of environmental/ecological, cultural, historical/heritage and outdoor recreation projects for public use.
In addition to all other requirements, standalone green infrastructure and nature-based solutions projects require a conservation easement or other legally binding document to guarantee long-term management and public access.
- Only one application for the same project, facility complex or site will be accepted in a single grant cycle.
- There may be no more than two open ECHO grant awards per project site to be an eligible application.
- Projects should not duplicate each other or an existing or planned ECHO related function in the same area of service, whether public or private. This applies to projects from the same applicant or different applicants.
- County staff shall make recommendations on duplication and eligibility.
- Historic restoration, a trail system, off-beach parking, green infrastructure, nature-based solutions projects and established, fully open to the public ECHO related projects are exempt from these duplication restrictions.
- Projects solely for depreciable items, with less life expectancy than the required grant agreement period, are ineligible unless there is sufficient evidence the applicant has the ability to replace them.

PUBLIC ACCESS

The project must be accessible to the public for a period of 20 years from execution of the grant agreement. In addition, grantees may not discriminate in the schedule of fees or terms of use of the facility. Public access must be provided within two years of the ECHO award. If this does not occur, the applicant will not be eligible to apply for additional ECHO funding.

Projects that ultimately allow access only to the exterior of a building are ineligible unless the project is a standalone green infrastructure or nature-based solutions project. These include:

- Projects intended primarily for students, faculty and staff and/or that are intended to augment or supplement a curriculum.
- Projects on multi-use campuses/complexes with no designated parking.

UNRESTRICTED OWNERSHIP/ UNDISTURBED USE OF FACILITY

Documentation of the ownership or lease of the facility and property shall provide for undisturbed use. Length of the lease shall be consistent with requirements set in the Restrictive Covenants. Leases shall not be cancelable without cause. Owners of leased property must be a municipality of Volusia County, the County of Volusia, the State or Federal government, or an eligible Not for Profit.

Applicant must document ownership or undisturbed use by one of the following:

- Proof of unrestricted ownership of property and/or building(s): unrestricted shall mean unqualified ownership and power of disposition. Projects leased to For-Profit entities are not eligible for ECHO funding. Documentation may be a copy of the deed or the title. Provisional sales contracts, property appraiser documents, binders, or letters of intent are not acceptable documentation of ownership.
- Proof of undisturbed use of property and/or building(s) for 20 years.
- Trails on the County's Trails Master Plan/ Projects with Land Management Agreements: Ten years with an automatic 10-year renewal or a Use Permit may be provided as proof for any trail system that is going to be constructed on another government's right-of-way or property that is not available for purchase or lease. Trail projects are still required to provide 20 years public use for restoration, expansion, and new projects and are subject to the penalties set in the Restrictive Covenants if the public use period is reduced.

Trails and projects on public lands not owned by the applicant: In lieu of the restrictive covenants and unrestricted ownership, trails projects that are part of the County's Trails Master Plan approved by the County Council or projects on State or Federal lands, the public right of continuing access and undisturbed use shall be provided by a use permit, land management agreement, or Project Management Agreement to which the applicant is party. Agreements between the owner and applicant shall meet the 20-year time period requirements. If the Agreement between the owner and the applicant is dissolved prior to the end of the time period stated within the Agreement, the grantee shall repay the County in the manner set forth in the restrictive covenants and the final ECHO Grant Agreement.

- Project management agreements on State or Federal Public Land for the purpose of developing an Environmental Learning Center and or experience, or to restore a historic structure shall be for the construction and/or restoration period. The applicant must provide, at a minimum, a letter of intent from the property owner that demonstrates:
 - The property owner will agree to a project management agreement for the

construction / restoration period.

- The property owner has the ability to manage and maintain the property and meet programs/goals identified in their application.
- Confirmation that the property owner understands the scope of the project and the commitments of this application. The grantee shall be responsible for submitting required reports.

Acquisition Projects. Applications that request funding for the acquisition of property as part of a project must include a notarized letter of "agreement to sell" from the current property owner and provide an appraisal by a State Certified or MAI appraiser unless the sale price is \$250,000 or less, whereby a Certified General Appraisal is acceptable.

When the application is to acquire real property, applicants will be considered exempt from this ownership eligibility requirement and undisturbed use requirement at the time of application.

In the application, the applicant must provide:

- A legal description of the real property;
- The purchase price;
- An appraisal by a State Certified or MAI Appraiser if the sale price is greater than \$250,000 (see definition for State Certified and MAI Appraiser, appendix A), or a certified general appraisal including narrative analysis for acquisitions with a sale price of \$250,000 or less (see definition for certified general appraisal, appendix A);
- A notarized letter of intent to sell signed by the property owner.

Historic or Off-beach Parking Reimbursement Projects requesting funds from ECHO for projects with a sale price of greater than \$250,000 must provide an appraisal by a State Certified Appraiser or a Member of the Appraisers Institute. If the project sale price is \$250,000 or less, an appraisal by a certified general appraiser must be provided.

The purchase of (closing on) most real property (an expense) may not take place prior to the execution of the final Grant Award Agreement although a purchase agreement may be negotiated. The following is required:

- A statement that the grantee will meet the ownership or undisturbed use requirements immediately upon acquisition.

To request a check at closing: Applicants must operate on less than \$100,000 per year and the grant request is less than \$150,000. Applicants will be required to include the Restrictive Covenants as part of the closing agreement.

ACCESSIBILITY REQUIREMENTS



Section 504 of the Rehabilitation Act of 1973 provides that no otherwise qualified individual with a disability in the United States, as defined in Section 7 (20), shall, solely by reason of his/her handicap (disability), be excluded

from the participation in, be denied the benefits of, or be subject to discrimination under any program or activity receiving federal financial assistance.

In addition, the Americans with Disabilities Act of 1990 (ADA) prohibits discrimination on the basis of disability in employment (Title I), State and local government services (Title II), and places of public accommodation and commercial facilities (Title III).

Regardless of federal funding requirements, all Volusia County ECHO grant award agreements state, all acts to be performed in conjunction with this agreement shall be performed in strict conformity with all applicable federal, state, and local laws. This includes compliance with Chapter 553, Florida Statutes, Building Construction Standards, Part V, and accessibility by Handicapped Persons. This statute formally incorporates into the laws of Florida the accessibility requirements of the Americans with Disabilities Act of 1990.

IMPORTANT: Applicants must review the compliance mandates of Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 for information regarding facility accessibility. Contact the State Architectural and Transportation Barriers Compliance Board.

The National Endowment for the Arts can also be contacted for information; ask for assistance through the Office of Accessibility at 202-682-5532 or <https://www.arts.gov/accessibility/accessibility-resources/nea-office-accessibility>. Request the 504/ADA Handbook. This handbook provides helpful information regarding compliance with

federal laws; however, there are instances where the State of Florida law prescribes access measures which exceed the federal standards. In case of conflict, the organization must comply with the more stringent requirement. For information on state standards, please contact the State of Florida Division of Cultural Affairs at 850-245-6356.

EXCEPTIONAL PROJECT



Exceptional Project means a project of paramount and crucial countywide importance, which provides for receipt of services by significantly large numbers of people in all areas of the county as demonstrated and determined by a three-

fourths majority of the appointed ECHO Advisory Committee (up to nine members) and a majority of the County Council (four of seven).

Grant Funding Amounts and Match

Exceptional project applicants may request up to \$2.5 million. The applicant must provide a 1:1 match. Fifty percent of the match must be unencumbered Cash Match and up to one-half of the Cash Match may come from previously spent cash.

Projects or facility complexes may not receive multiple Exceptional Awards that total more than the maximum allowed for a single Exceptional Award. The cap for their request is set by the County Council.

The project or facility complex may not request another Exceptional Grant award throughout the life of the ECHO program even if it is for a substantial expansion of the facility. The project may receive standard grants until reaching the \$3.1 million lifetime cap, unless there is a substantial expansion and if approved by the County Council.

The date of required public access will be within three years of the ECHO award. If this does not occur, the applicant will not be eligible to apply for additional ECHO funding.

Encumbrance and construction period extensions are available under the same conditions as a standard grant.

Match Requirement

Documentation of match must be provided during the application process. Below are the categories of match and acceptable documentation for each category. Applicants must provide official documentation of match.

UNENCUMBERED CASH ON HAND

Cash in the bank, grants from other sources (grants must be awarded with contract executed) and funds must be encumbered before the Grant Review Panel is convened, and irrevocable pledges from the applicant organization (pledges must be in the bank before the Grant Review Panel is convened). The amount of required match that must be unencumbered cash on hand varies depending on the agency type and size. The guidelines below will be followed:

County Government or Local Municipality:

Must provide 50% of overall match in unencumbered cash or expenditures.

A Not-For-Profit organization with:

- Operating revenues or expenses/ expenditures annual average of the three fiscal years completed prior to the application deadline of \$500,000 or greater. Must provide 50% of overall match in unencumbered cash or expenditures.
- Operating revenues or expenses/ expenditures annual average of the three fiscal years complete prior to the application deadline less than \$500,000 and greater than \$250,000. Must provide 30% of overall match in unencumbered cash or expenditures.
- Operating revenues or expenses/ expenditures annual average of the three fiscal years complete prior to the application deadline less than \$250,000. Must provide 20% of overall match in unencumbered cash or expenditures.

Documentation:

- Current bank statement or copy of signed/executed resolution including pledged dollar amount, project name and date the funds will be available.
- Funds from grant awards used for match, that have not been previously expended, may be used for unencumbered cash match and be provided throughout the ECHO grant period and are not required to be in the bank prior to issuance of a notice to proceed by the County. Government grants must have an executed grant document. If the applicant is using the unspent portion of a grant for unencumbered cash match, the applicant must provide an official document showing the remaining grant balance that is available for this project. Potential grants that have been applied for are not eligible match but may be mentioned in the application.
- Irrevocable pledges must have a notarized letter stating the pledged amount, the purpose of the pledge and the date the funds will be made available. Funds must be in the bank prior to the grant review panel meeting.

IN-KIND SERVICES/ PREVIOUSLY SPENT CASH

In-kind services are the documented non-cash contributions provided to the applicant by individuals and non-corporate, non-governmental parties. Contributions may be in the form of the fair market value of goods and services directly benefiting and specifically identifiable to the project.

Previously spent cash is the encumbrances or cash expenditures completed within the seven-year period prior to the application. Expenditures must have been on eligible items (list on next page).

Documentation:

- **In-Kind Services (IK):** An itemized list of products or services including:
 - Name of person or organization making the in-kind donation.
 - Description of the goods and/or services donated.
 - Fair market value of the in-kind contributions including total value of the goods/services, value amount of the donation and basis for determination of the value.
 - Date the donation was/will be provided for the project.

Future in-kind donations must be supported by a notarized letter.

Previously provided in-kind service or product donations do not require backup in this application other than specified in the manual; however, official documentation must be available for review upon request by the County or the ECHO Advisory Committee.

- **Previously Spent Cash:** Copies of the work order, invoice and the front and back of the canceled check are required for each purchase.

LAND MATCH (LM)

The documented current market value, sale price or current leasehold value of real property used for the project (property value must be documented by appraisal documents obtained from the Volusia County Property Appraiser's Office or a professional appraiser). The property value is set at the time of first use. Once 100% of the property value has been used for ECHO mission purposes, it cannot be used again. In addition, if property value has been used to secure other grants (not ECHO) that amount is considered ineligible. LM can be used for up to 25% of total match. Property donated by the County or acquired through a County source, including ECHO or Forever, is NOT eligible for match.

Unless the project is an eligible Historic or Off-Beach Parking Reimbursement project or a trail section of the Trails Master Plan, at least half of the cash match (25% of the 1:1 total match) must be unencumbered cash or irrevocable pledge that are guaranteed to be on hand in the bank prior to the Grant Review Panel.

One hundred percent of the cash match may be derived from real property value when the project is a section of the County's Trails Master Plan including

real property not owned by the applicant. Eligible reimbursement projects may use the purchase price and/or mortgage as 100% match.

Trails on the County's Master Plan, projects on State or Federal land, and property donated by the County are not eligible for match.

An applicant operating on more than \$100,000 annually may use real property value for up to one-half of the required cash match if the property was purchased or donated within the seven years prior to the deadline of the application. A copy of the deed and a copy of the appraisal must be provided.

An applicant operating on less than \$100,000 annually and requesting \$150,000 or less in ECHO funds may use up to 25% of the purchase price or real property value no matter when the property was purchased or donated. A copy of the deed and a copy of the appraisal must be provided.

The total value of the real property, for the purpose of match, is set at the value documented in the application whereby an initial grant is awarded to the project site. Applicant may use real property as match for more than one project, but only up to the value documented at the time of first use.

Property already used as match for a grant other than ECHO is considered encumbered and is not eligible for use as match for ECHO projects.

In the case of Real Property with large tracts of land with multiple uses, including non-ECHO eligible property, only the value of real property needed for the ECHO capital project and adjacent property required for access (including parking) and for reaching programming goals may be used for match.

The acquisition value and/or fair market value of real property, provided for the purpose of a historical restoration and/or environmental learning project on State or Federal land, may be used in lieu of up to 50% of the required cash match and 100% of the other match (or 75% of the total required match) regardless of when the property was donated, purchased, leased, or when a Land Management Agreement or Project Management Agreement was initiated, but may be used only once as match. The acquisition value and/or fair market value of land provided for the purpose of a trail project of the County's Trails Master Plan, including land not owned by the applicant, may be used for 100% of the match regardless of when the property was donated, purchased, leased, or when a Land Management Agreement or Project Management Agreement was initiated, but may be used only once as match. The applicant is reminded that ECHO is a reimbursement grant program. The applicant must

discuss the ability to initiate the reimbursement program.

For any linear trails crossing large tracts of land, the value will reflect the value of the total land available for public access. In lieu of using actual acquisition value of land for match, the value may be determined by the Property Appraiser value or a general appraisal by an independent.

The current annual fair market value of an unencumbered lease may be used as match as demonstrated with a State Certified or MAI Appraisal.

ELIGIBLE MATCH OR ECHO FUNDING

Additional funding restrictions are stated within the categories below. Expenses may include the actual amount to be paid or the value of the in-kind contribution.

Match and/or ECHO:

- **Architectural/Engineering Services:** Match items may include design work, schematics, design development, engineering, bidding and negotiation, consultant services, surveys necessary to develop the project (boundary, wetland, tree, historical, or archeological), and contract administration. Most architectural services may be used as match if they meet the seven-year match rule for in-kind services/ previously spent cash, with some exceptions, such as feasibility studies. Applicants may use ECHO grant dollars only for final construction drawings that are generated after a grant is awarded and after a Notice to Proceed has been issued by the County to the grantee.
- **Site Construction:** Items may include building demolition, site clearing, sewers and drainage, underground ducts and utility structures, utility connection and structures, termite control, exterior irrigation systems, earthwork, landscaping and parking surfaces.
- **Concrete:** May include cast-in-place concrete, architectural cast-in-place concrete-form work, structural pre-cast concrete and special concrete toppings/finishes.
- **Masonry:** May include unit masonry, stone masonry veneer, restoration and cleaning, and glass masonry assemblies.
- **Metals:** May include structural steel, metal fabrication, metal stairs, pipe and tube railings, gratings and ornamental metalwork.
- **Wood and Plastic:** May include rough carpentry, finish carpentry, interior/exterior architectural woodwork, panel-work or plastic fabrications.
- **Thermal and Moisture Protection:** May include waterproofing, fireproofing, shingles and roofing, siding and sealants.
- **Doors and Windows:** May include steel, wood, glass, and aluminum doors; frames; automatic or revolving doors; steel, wood, glass and aluminum windows; decorative or mirrored glass; and door and window hardware.
- **Finishes:** May include plaster, sheathing, ceramic tile, wood/brick flooring, carpet, paint and wall coverings. Acoustical treatments such as panel or tile ceilings apply only to theatres, performing art centers, auditoriums and science centers.
- **Specialties:** May include louvers and vents, permanent signs, lockers, metal storage shelving, partitions and mobile storage units. ECHO may fund 100% of permanently installed educational interpretive signs.
- **Equipment:** May include such items as theatre and stage equipment and playground equipment that is permanently installed. Note: Do not include expenses for office equipment in the ECHO or Match columns. Match funds that are spent on these items must be directly related to project public use, such as computer equipment used to educate the public, and not be administrative.
- **Furnishings:** May include casework and theatre seating or other items required for public use. Note: Do not include expenses for office furniture, window treatment hardware or louver blinds in the ECHO or Match column.
- **Special Construction:** May include X-ray protection and metal building systems.
- **Conveying Systems:** May include elevators, moving walkways, wheelchair lifts and vertical conveyors.
- **Mechanical:** May include pumps, motors, interior fire protection sprinkler systems, plumbing fixtures, water heaters, HVAC pumps and controls, boilers, furnaces, liquid coolers and evaporators, air-conditioning units, humidifiers, fans, metal ductwork and air filters.
- **Electrical:** May include wires, cables, transformers, switchgear, panel-boards, fuses, disconnect switches, circuit breakers, interior and exterior lighting (including theatrical lighting), fire

alarm systems, public address systems and lighting control equipment.

Historic Reimbursement or Off-Beach Parking Reimbursement Projects may use mortgaged funds as match. If the grant amount is less than the actual purchase price, the balance of the purchase price (even when mortgaged) may be used as 100% of the required match. When a mortgage for an eligible Historical or Off-Beach Parking Reimbursement project is used as match, the interest paid on the mortgage is considered to be the “cost of doing business,” and may not be used as match.

Eligible match, but not ECHO funding:

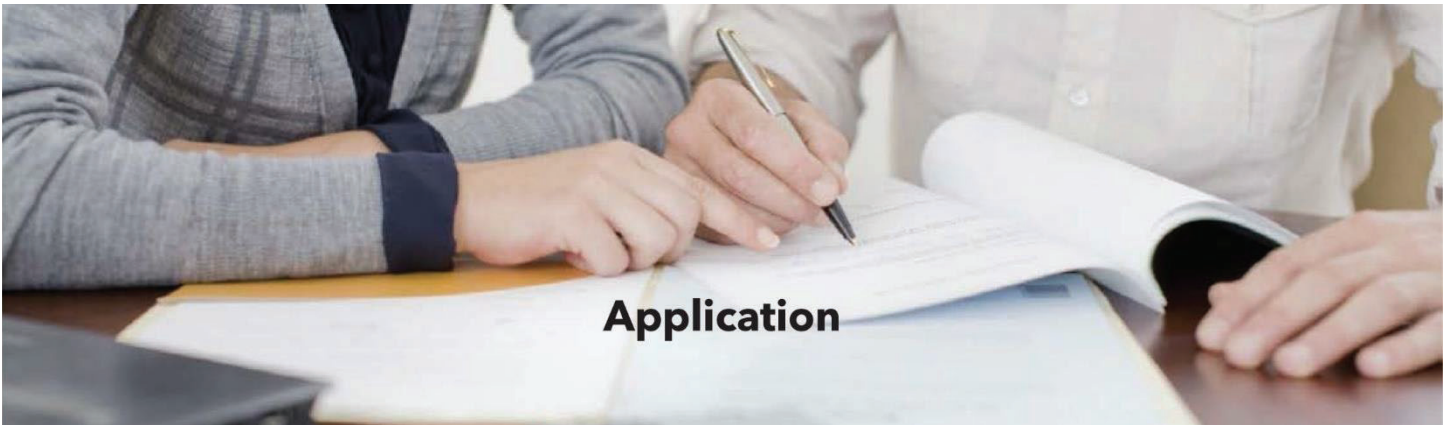
- Expenditures for eligible items made prior to the execution of the Grant Award for the subject project of this application, unless the project is a Historic or Off Beach Parking Reimbursement.
- Expenditures for architectural, engineering and other technical services necessary to initiate the project (construction drawing expenses incurred within the grant period, relative to the project phase that is funded, are permitted).
- Environmental remediation or code compliance expenditures needed to complete an eligible project; Level I only of environmental assessments.
- Applicant organizations operating on less than \$200,000 annually, averaged over a three-year period, may use up to \$7,500 of the expenditures for a grant writer.
- Not-For-Profit organizations operating on less than \$200,000 annually, averaged over a three-year period, may use expenditures for Agreed upon Procedures.
- Certified Audits or Reviews necessary for applying to ECHO as PSC cash match.
- If the same audit/review is used for two grant periods, its use as match is limited to the year an initial grant is awarded.
- When the grantee is acting as the general contractor, hourly wages of employees who work directly on physical construction of the project

(not administrative), less benefits, are eligible for match only.

- Work and expenses must be clearly documented on a spreadsheet as it pertains to the project.
- Back-up required by the County will include at a minimum location of work, type of work, date/time recorded daily, and record of payment less benefits.
- Expenditures for temporary or permanent ECHO sign.

May not be used for match or ECHO funding:

- Expenses associated with lobbying or attempting to influence Federal, State or local legislation, the judicial branch and State agencies.
- Fundraising, private entertainment, food, beverages, plaques, awards or scholarships.
- Projects that are restricted to private or exclusive participation, including restricting access based on sex, race, color, religion, national origin, disability, age, handicap or marital status.
- Debt reduction unless the project is a Historic or Off-Beach Parking Reimbursement Project.
- Loans or borrowed funds.
- Endowments.
- Operational support (i.e., organizational salaries, programs, travel, supplies, furniture, fixtures and equipment).
- Permit preparation or fees with the exception of a level one environmental study.
- Maintenance.
- Legal fees or taxes.
- Feasibility studies and conceptual drawings.
- Projects whose main purpose is to provide environmental remediation or code compliance.
- Contingency fees.
- Match from a County source unless the County is the applicant.
- Revenue from bond issues that have not been passed (approved) at the time of this application.
- Expenditures from tax increment financing districts or community redevelopment agencies unless pre-approved by the County Council for a project with countywide economic impact.



Application

APPLICATION PROCESS

Applicants must complete the following steps in the ECHO application process:

- Attend an ECHO Grant Review Workshop. The grant review workshop is mandatory for all applicants. The workshop(s) are offered on an annual basis, and attendance is required. The workshops will review the application process and grant requirements for the upcoming grant cycle.
 - Submit a Technical Application.
 - Submit a Final Application. Applicant must be eligible to apply and the subsequent application must demonstrate eligibility.
 - Attend an Eligibility Meeting.
 - Attend the Grant Review Panel. Application must achieve a minimum score of eighty from the ECHO Advisory Committee acting as the Grant Review Panel in order to be recommended for funding.
 - Receive final approval by official action of the County Council.
- **Project funding.** Include the amount requested, value of match and indicate other funding.
 - **Project team.** Include names, contact information and experience of the project team and management of project.
 - **Notice of Restrictive Covenant:**
 - Applicant must confirm that they agree to the terms of the restrictive covenant.
 - If the project of the application is mortgaged or leased property, other than those applying for trails in the County Master Plan or projects on State or Federal land not owned by the applicant, a letter from the Mortgagee or Lessor, stating that they agree to sign the Restrictive Covenants, must be supplied with the application.
 - Applicants with projects on State-owned land are automatically exempt from this requirement, but are held to the same liquidated damages cited within the Restrictive Covenants through language found in the final ECHO Agreement for which the grantee is held responsible.

APPLICATION REQUIREMENTS

There are several components that are required to be submitted in an application. The following information is required for each section:

- **Applicant information.** This includes basic contact information and the applicant's mission.
 - **Project information.** This includes items such as project location, type, ECHO Category, applicable leases or mortgages on the property.
- **Certification of Information and Compliance.** Must be executed by officials with appropriate authority for contracts, CFO and Board of Directors for Nonprofits.
 - **Project description.** Explain how project will achieve the goals of Resolution 2020-79 to plan for future growth of Volusia County and enhance the quality of life for residents.
 - Use factual information/documentation to show how project will accomplish those goals (preserve historic resources, provide heritage tourism opportunities, create user oriented outdoor recreational opportunities)

including oceanfront parks and/or provide access to the cultural arts).

- The description needs to address the project and construction timeline, green infrastructure and sustainability standards, public accessibility, ADA accessibility requirements, and if applicable any additional phases.
- When addressing green infrastructure and sustainability standards the following questions should be answered:
 - How will the project conserve water and/or promote water efficiency?
 - How will the project conserve energy and/or promote renewable energy?
 - If the project is a new facility, how will it meet green building standards or certifications?
- **Performance measures.** Explain the project's goals and objectives. Elaborate on how these goals and objectives will be measured for the length of the restrictive covenant.
- **Drawings.** Drawings are required from all applicants. All applicants must submit current drawings and/or excavation plans for the facility, site survey with existing structures and site plans with structures. Maps must be legible, to scale with legends.
 - Vacant land acquisition projects shall include conceptual drawings of improvements to the property, which are to be completed within two years of acquisition. Proposed structures shall include elevations, floor plans and design elements such as landscaping.
- **Street Locator Map.** The map should indicate the physical location of the project within the local area. It should also include road names and "North" for directional reference.
- **Site Plan.** Plans should show a building footprint, travel ways, parking, landscaping, etc. Plans should be to scale. This section includes site survey, trees and topography, civil, water retention drainage and circulation.
- **Preliminary and Schematic Drawings.** Drawings should show a general model of floor/site plans, showing location of project elements. This includes a Florida-friendly landscape plan.
- **Design and Development Documents.** Documents should show more detail, including selection of materials and engineering systems (heating, cooling, etc.) involved. Documents should also have a more detailed cost estimate and include green infrastructure and environmentally sustainable materials where appropriate. County and municipal applicants are reminded of the construction of energy-efficient and sustainable buildings requirements pursuant to Florida Statute § 255.2575.
- **Construction documents.** Documents should include written and graphic instructions. These documents should be focused on specifications for the project (building systems, floor plans, elevations, etc.). These documents should include site utilities and ADA information.
 - Outdoor, trails, parks, sports facilities and playgrounds would require a bid set of plans, which are ready to be used for the procurement process. New construction, facility remodel and historic projects would require a bid set of A&E plans, which are ready to be used for the procurement process. In addition, historic projects would need to demonstrate research and compliance with Historic Preservation Standards and Guidelines.
- **Permanent ECHO Sign documents.** Include sign design, materials and site placement.
- **Project Budget (including match)**
Project Budget Detail Chart
 - A complete project budget must be submitted in the format provided by the county. The budget should be presented by each type of funding: UC unencumbered cash, LM land match, IK in-kind services or PSC previously spent cash, ECHO Request and Project Total. The budget must include temporary and permanent ECHO signage (the ECHO portion of the budget may not be used to fund the signs). It is imperative that the budget is accurate and realistic because all awarded projects will be responsible to implement their projects as presented in the application's budget.
- **Match documentation.** All documentation for match must be included in the application as required in the ECHO guidebook.
- **Operating Forecast.** This section must outline how the facility or project will operate, such as staffing, maintenance requirements and increased programming. All fees, including memberships and entrance fees, must be included. It also includes a detailed maintenance and replacement plan for the

20-year compliance period. Applicants must provide sufficient evidence that they address sustainability as part of the project design and as part of the operating forecast.

- Applicants must submit a business plan, feasibility study and marketing plan. These plans must be specific to Volusia County and the proposed project.

- **Fiscal Stability.** This includes a review of fiscal stability of applicants, which should be an overview of the organization or department in local government. It also includes operational funding and costs associated with the project. This must be completed for the prior fiscal year, current fiscal year and the upcoming two fiscal years. Not-for-Profits may reflect the use of endowments to demonstrate fiscal stability.
- **Financial Audit.** The requirements for this section vary depending on the type and size of the applicant. Below is an outline of the requirements.

County of Volusia and Local Municipalities

These entities shall provide a link to their Financial Statement under GASB 34. The link should include the following documents:

- A Management Letter from the last fiscal year Independent Auditor's Report on the Basic Financial Statement.
- A Response Letter from the last fiscal year Independent Auditor's Report on the Basic Financial Statement. If no response letter was needed, make that statement here.
- An Opinion Letter from the last fiscal year Independent Auditor's Report on the Basic Financial Statement.

Not-for-Profit Organizations

The required financial information for a Not-for-Profit is determined by the operating revenue or expenses/expenditures annual average of the three fiscal years completed prior to the application deadline, as outlined below.

A Not-for-Profit organization with operating revenues or expenses/expenditures annual average of the three fiscal years completed prior to the application deadline of \$500,000 or greater must provide:

- A Certified Financial Audit of its most recent completed fiscal year and completed within 18 months prior to the application deadline.
- A Management Letter that is part of the audit.

- The most recent Response Letter relative to the Management Letter. If no official response was provided, the applicant shall provide a statement to that effect and the applicant shall provide a response to comments made in the Management Letter.
- Most recent Month-End Finance Statement.

A Not-For-Profit organization with operating revenues or expenses/expenditures annual average of the three fiscal years complete prior to the application deadline less than \$500,000 and greater than \$250,000 must provide:

- A Financial Statement Review of its most recent completed fiscal year and completed within 18 months prior to the application deadline.
- A Management Letter that is part of the review.
- The most recent Response Letter relative to the Management Letter. If no official response was provided, the applicant shall provide a statement to that effect and the applicant shall provide a response to comments made in the Management Letter.
- Their most recent Month-End Financial Statement.

A Not-For-Profit organization with operating revenues or expenses/expenditures annual average of the three fiscal years complete prior to the application deadline less than \$250,000 must provide:

- Agreed upon Procedures as defined in Guidebook.
- Their most recent Month-End Financial Statement.

Additional supporting documents for Not-for-Profit organizations:

- Must attach an official IRS letter granting Not-for-Profit 501(c)(3) status in Florida.
- Must attach their most recent Uniform Business Report (also referred to as an Annual Report) filed with the State of Florida, Division of Corporations.
- Must attach unrestrictive ownership or undisturbed use of facility documentation unless the project is an acquisition of real property.
- Must attach a letter of intent to sell from the owner for Acquisition Projects.

TECHNICAL APPLICATION

Submittal of a complete technical application is mandatory. If the application is received after the submission deadline, the County will not accept the submittal and the application will be deemed ineligible to submit a final application.

ECHO program staff will review the technical application and provide feedback to the applicant regarding eligibility, including compliance with program guidelines and completeness requirements. Staff will provide each applicant with a technical review prior to the final application deadline. This will give applicants the ability to implement recommendations in the review to ensure that their final application complies with program rules/guidelines and completeness requirements.

FINAL APPLICATION

Submittal of a final application is mandatory. If the application is received after the submission deadline, the County will not accept submittal and the application will be deemed ineligible. No deficiency correction will be allowed after the final application deadline.

ECHO Program Staff shall determine compliance with applicant/project eligibility and completeness requirements. Applications missing items or not meeting application/project eligibility requirements may be deemed ineligible. Staff will provide each applicant and ECHO Advisory Committee members with a Final Completeness Review recommending eligibility and the completeness status prior to the mandatory Eligibility Meeting. The Final Completeness Review will include whether the project has public accessibility, regardless of anticipated future phases.

If the applicant is advised, they must provide to the County all documentation noted as deficient in the County's Final Completeness Review. The amending supplement must be submitted electronically via email with the subject titled as follows: name of the organization, name of the project, and the grant number assigned to the application. The email shall also include a list of the documents attached to the email. The amending supplement documents shall clearly indicate the section of the application being replaced, changed, or supplemented on each of the pages. (These will be labeled as "addendums.")

ECHO Advisory Committee members will receive copies of the grant applications before the Eligibility Meeting. Members may contact ECHO Program staff during their review of the applications to better understand statements within the applications and clarification on ECHO policies, procedures and criteria. The committee has final determination as to the completeness of an application and its acceptance for subsequent scoring,

Clean Hands

The "Clean Hands" requirement stipulates that the applicant, its officers and/or significant stakeholders must be in compliance with all Volusia County codes and have no outstanding past due debt with the County of Volusia to be eligible to receive an ECHO Grant.

Staff will complete a "Clean Hands" search prior to the eligibility meeting. Copies of this search will be maintained in the project file. Applicants that do not pass this requirement will be deemed ineligible. Therefore, it is recommended that applicants complete this search themselves prior to application. This will allow time for the applicants to resolve any outstanding issues.

ELIGIBILITY MEETING

The ECHO Advisory Committee shall visit each applicant's project site, at which it is mandatory that the applicant's representative is in attendance. During the site visit, the applicant will have the opportunity to make a brief presentation and answers questions from the committee. These visits could take multiple meetings. After the site visits, the committee will confirm the eligibility of the applications.

Applicant requirements:

- Must attend the eligibility meeting at their project site and when the committee convenes to discuss eligibility of applications.
- Respond to initial questions from the committee.
- Prepared to provide a brief presentation and to answer questions posed by the committee on all areas of the application information and the project.
- Applicants may only update the committee/panel on topics covered in the application such as additional match funds or design changes.

GRANT REVIEW PANEL

The ECHO Advisory Committee sits as the Grant Review Panel to review and score all eligible applications. The committee will:

- Determine exceptional status for any applications requesting such, and
- Score and rank all eligible projects, and
- Indicate their reasons for the scores by writing comments on the Project Evaluation Sheet forms. Comments are intended to assist the applicant in future applications and should include remarks relative to the strength or weakness of the application, and
- Sign and date the score sheets and provide them to the County for public record. Eligible applications will be evaluated on their application along with information verbalized by the applicant as part of their grant review panel session. The total number of possible points is 100. Each panel member's evaluations will be based on:
 - Administrative compliance of the grant;
 - Project description;
 - Budget detail; and
 - Operating forecast details.

Evaluations are averaged to determine a score for the application. In calculating an average score, the highest and lowest individual scores will not be included. Each panel member may grant additional points for applications which provide sufficient evidence that sustainability elements (e.g. green infrastructure) are part of the approved project design.

Applications scoring 80 or above will be recommended for grants to the County Council by the ECHO Advisory Committee. Projects not recommended by the ECHO Committee may be funded by a majority vote of the County Council.

Exceptional Project Scoring

The Grant Review Panel will review all applications at the same time and will determine if a project meets the Exceptional Project criteria by a three-fourths majority vote of appointed members prior to the project ranking process (see definition for

Exceptional Project in guidebook). This initial determination does not rank the project. If a project is determined Exceptional, then it will be either be recommended or not recommended by the committee to County Council. This recommendation is dependent upon funding availability and the standard grant scoring criteria for ECHO projects.

VOLUSIA COUNTY COUNCIL



Before the County will approve a grant for acquisition, all documentation required by the applicant and required by law or by any party for closing

must be presented for review by staff and by the County Council. The term “any party” shall include seller, buyer/applicant, mortgagee, lien holder, realtor, title company, insurer and closing agent. ECHO funding is restricted to the actual purchase price and does not include closing fees and costs or property tax payments. All funding must be approved by the County Council.

At a regularly scheduled meeting of the County Council, the ECHO Program staff shall provide the County Council documentation of the ECHO awards recommended by the ECHO Advisory Committee, including the names of all applicants and projects, project locations and funding recommendations.

Additionally, staff will provide verification that the applicants recommended for awards have received “Clean Hands” status and information on those applications that were determined ineligible, if applicable.

County staff and the ECHO Advisory Chair or designee will present the committee's recommended projects and grant awards to the County Council for final approval.

The Council will review the recommendations and approve or deny recommended projects. The County Council has final authority over all grant awards. Although not required, applicants may wish to attend the County Council meeting to address questions posed by the Council during their discussions of the ECHO recommended awards.



Award Phase

THE AWARD PROCESS

The ECHO Grant Agreement must be executed by the applicant prior to County Council approval. If approved, the County Council will execute the ECHO Grant Agreement on the date of approval by County Council.

The following items must be completed prior to issuance of a Notice to Proceed:

- **Restrictive Covenants.** These covenants, accompanied by the complete legal description of the project property, must be filed with the Clerk of the Court if a grant is awarded. The restrictive covenant will remain on the property for a period of 20 years.
 - The complete legal description of the property is required and is found on the survey and/or the deed. This legal description must be approved by the ECHO office prior to recording with the Restrictive Covenants.
 - Land Management Agreements for trails of the County Master Plan or Project Management Agreements for projects on State or Federal lands not owned or leased by the applicant are acceptable in lieu of Restrictive Covenants but are subject to the same penalties of the Restrictive Covenants as stated in the ECHO Grant Agreement.
- **Bid Documents.** All local governments should follow their local procurement guidelines in selection of architect or construction services. All other grant applicants shall supply documentation of their bidding process or donation of services.
- **Performance Bond.** A performance bond naming Volusia County as a co-obligee must be submitted prior to notice to proceed is issued.
- **Management Agreements.** Management services agreements, existing or anticipated. The continuing use of any facility built with ECHO funds must be consistent with ECHO program goals as set forth in this application guide. The commitments and obligations for use and public access in the original grant application and the binding restrictive covenant must be maintained. ECHO recognizes that public-private partnerships may be mutually beneficial. Private, for-profit entities may be engaged to perform management services only if the ECHO goals and the application commitments are maintained. All management agreements, existing or future, must be approved by the County to ensure compliance with these objectives. For existing or potential agreements, the applicant shall provide the name of the management service, contact, phone number, and address.

Once these items are completed, a Notice to Proceed will be issued by the ECHO office. All of the ECHO funds awarded must be allocated toward products and services occurring after issuance of the notice to proceed by the County unless the project is a historic reimbursement or off-beach parking project.

Grantees who receive multiple grants for a project over several grant cycles must maintain the budget policies set in the year in which the individual grant was awarded unless the County approves that they may combine budgets.

The applicant must comply with all legal, financial, reporting and record maintenance requirements set forth in the application guidelines and agreement.

PUBLICITY REQUIREMENTS

The Volusia County logo and ECHO logo shall appear on the project and applicant website and shall be included in all media, print or electronic, for the project within 90 days of award. Any materials, print or electronic, that utilize the Volusia County logo and ECHO logo must be approved by Volusia County prior to publication.

A temporary ECHO construction sign must be erected within 90 days of award. The sign should be a minimum of 32 square feet. It must include the

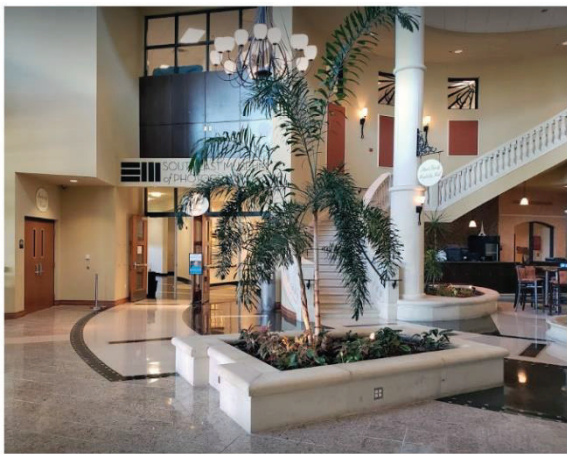
Volusia County logo, ECHO logo, project name, project type and the following language:

County of Volusia and (Grantee Name)

Working together to improve Environmental, Cultural, Historic and Outdoor Recreation opportunities for our residents and visitors. This project is funded in part by the voter-approved Volusia ECHO grant program.

Volusia ECHO has funded more than 240 projects.

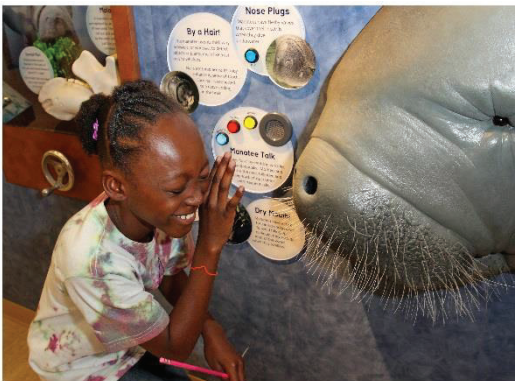
These are a few of them.



Southeast Museum of Photography



Jackie Robinson Ballpark



Lyonia Environmental Center



Barkley Square Dog Park

Construction Phase



PROJECT TIME LIMITS

Each grant must result in a project that is physically open to the public within two years of the grant award.

ECHO projects must complete construction within 730 days of execution of the Grant Agreement by the County.

Physical public access is required after each ECHO project is complete.

Exceptional Grants: The time frame to complete construction is three years from execution of the Grant Agreement by the County.

PROJECT EXTENSIONS

It is expected by the County that, at a minimum, all grant funds and match funds will be encumbered within the required project time limit, unless uncontrollable unforeseen circumstances occur.

Grantees may request extensions by writing to the ECHO Program no later than 60 days prior to the end of the project time limit period. Extensions by staff may not exceed an additional 365 days beyond the project time period allowed for a standard project or phase of an exceptional project.

The ECHO Program will send a written response within thirty days of receipt of the request, approving or denying the extension. Applicants receiving a denial can request review by the ECHO Advisory Committee.

Any extension requiring more than an additional 365 days beyond the project time period must submit a request in writing to the ECHO Program. These requests will only be reviewed two times per year, therefore it is imperative that grantees plan

appropriately to ensure the grant award does not lapse. These requests will be reviewed by the ECHO Advisory Committee who will recommend approval or denial to the County Council.

CHANGES IN SCOPE/BUDGET

Grantees considering design changes must notify the County at the earliest time possible. The design provided in the application is part of the ECHO contract Agreement.

County staff may approve changes, including budgeted line items that do not alter the intent of the grant agreement or change the scope of the project. Changes in budget must be at or below 20% of the project's approved budget line item for staff to be able to approve them.

Major changes that alter the intended use or central design of a facility must be submitted to the ECHO Advisory Committee for review. This includes changes that add or delete a project element or budget changes that are above 20% of the project's approved budget line item. These requests will be reviewed by the ECHO Advisory Committee who will recommend approval or denial to the County Council.

Approval must be granted by the County before expenditures are encumbered for proposed design changes or a construction change is ordered in an existing contract.

Applicants are advised that this approval process may take several months.

REPORT REQUIREMENTS

Quarterly reports and pay requests must be submitted on a quarterly basis. After staff processed the quarterly reports, a summary will be provided to the ECHO Advisory Committee.

If quarterly reports are not submitted or not submitted timely (15th day after the end of the quarter, or the next business day) for two consecutive quarters, the grantee will be required to attend an ECHO Advisory Committee meeting to provide an update on their project status.

Quarterly reports should include the following information:

- Completion percentage of project design;
- Completion percentage of construction;
- Narrative describing progress made since previous quarter; and
- Changes or anticipated changes in timelines, scope and/or budget.

Pay request may be submitted more frequently if deemed necessary by the applicant.

Pay requests must include:

- Item description, provider, application/invoice number and date and be signed by grant manager.
- Reimbursement requests must match line items in approved budget.
- Reimbursement must match at least a 1:1 amount (accrued over complete project).
- Grantee must submit documentation for each request, including invoices and proof of payment (canceled checks and a lien release).
- The initial pay request must include proof that the applicant received a performance bond that names the County of Volusia as the co-obligee. Payment will not be permitted without this documentation.

After the project is completed, retainage may be released once:

- The grantee submits an official letter stating that the project is complete and requesting release of retainage; and
- ECHO staff completes a monitoring visit to ensure that all work in the original application has been completed including installation of a permanent ECHO sign.

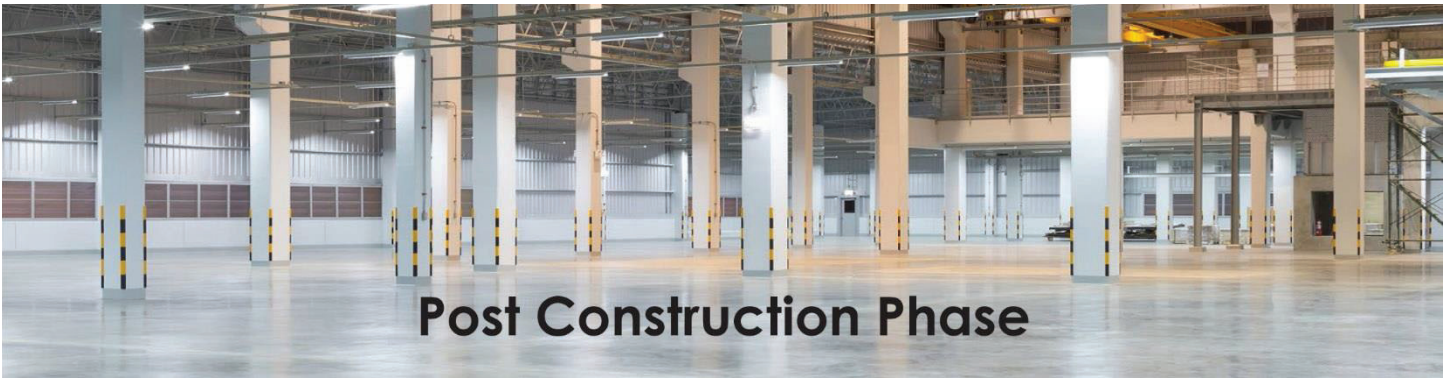


MONITORING

ECHO program staff must be granted access to the project as requested during the construction phase. At a minimum, sites will be visited two times per year during the construction phase. ECHO staff will complete a monitoring worksheet after each site visit to ensure program compliance.

This monitoring worksheet will at the minimum ensure a review is completed of the following documents:

- Executed Agreement.
- Restrictive Covenants.
- Timely submittal of quarterly reports and reimbursement requests (including applicable back up documentation).
- All pay requests included proper documentation of payments for ECHO and match funds, which were appropriately filed.
- Items compensated in the last pay request completed.
- Documentation of bid process.
- Performance bond, naming the County of Volusia as co-obligee, for all contracted work prior to expenditure of ECHO funds.
- If the property is further encumbered.
- Timeliness of completion of project by applicable deadlines or extension requests.
- Changes to design, scope or intended use of the project and if so where proper approvals received.
- Temporary ECHO sign placed in a prominent public location.



Post Construction Phase

CHANGES IN SCOPE

Major changes that alter the intended use of a facility as identified in the grant agreement must be submitted to the ECHO Advisory Committee for review during the 20-year period after execution of the grant agreement. These requests will be reviewed by the ECHO Advisory Committee who will recommend approval or denial to the County Council.

REPORTING REQUIREMENTS

Annual reports are to be submitted by July 15 of each year for a period of 20 years from the date of grant award, execution of the agreement.

Annual reports should include reporting from the grantees on the following information:

- Hours of operation/public access
- Programing and how it relates to ECHO
- Population served, including number served and applicable fees
- Operations/Budgets
- Partnerships
- Outlook for next year

PUBLICITY REQUIREMENTS

The Volusia County logo and ECHO logo shall appear on the project and applicant website and shall be included in all media, print or electronic, for the project within 90 days of grant award. Any materials, print or electronic, that utilize the Volusia County logo and ECHO logo must be approved by Volusia County prior to publication.

An ECHO sign must be erected prior to release of the retainage. The sign should be a minimum of 8 square feet and made of bronze, engraved granite, corian, or bronze finish of aluminum. It must be permanently installed in a prominent, highly visible

location that is pre-approved by ECHO staff. It must include the Volusia County logo, ECHO logo, year of award and the following language:

The Volusia ECHO Grant Program was approved by Volusia County citizens in November 2020 to construct environmental, cultural, historical and outdoor recreation projects.

The size can be decreased for historical projects upon request and approval of ECHO staff.

MONITORING

ECHO program staff must be granted access to the project as requested during the 20 year period from the date the agreement was executed. At a minimum, project sites will be visited on a tri-annual basis. If there are concerns, a site visit will be completed on an annual basis or more frequently if warranted, until the project receives three consecutive clean monitoring reports. ECHO staff will complete a monitoring worksheet after each site visit to ensure program compliance.

This monitoring worksheet will at the minimum ensure a review is completed of the following:

- Timely submittal of annual reports
- If the property is further encumbered
- County staff access to the facility
- Public Accessibility/Fees
- ADA Accessibility
- If the facility used for purposes defined in the grantee's original application
- If the facility is in clean working order (grant items being maintained and/or replaced as needed)
- If a permanent ECHO sign on site in a prominent location

DEFINITIONS

ENVIRONMENTAL / ECOLOGICAL PROJECT (Category “E” of ECHO) means a site, building or facility that provides access to an environmental/ ecological experience by the public.

CULTURAL PROJECT (Category “C” of ECHO) means a site, building or facility which shall be designed specifically for the programming, production, presentation, exhibition, or any combination of the above functions of any of the cultural disciplines, such as: music, dance, theatre, creative writing, literature, painting, sculpture, folk arts, photography, crafts, public media, and includes historical and science museums.

HISTORIC / HERITAGE PROJECT (Category “H” of ECHO) means a site, building or facility which utilizes its own and other historical resources to provide historical and/or heritage opportunities to the public and/or the facility is eligible to be registered as a significant historic facility by Federal, State or Local government and provides ECHO related programming by an ECHO eligible applicant.

OUTDOOR RECREATION PROJECT (Category “O” of ECHO) means a project that provides capital improvement structures and/or amenities that can be used or supports use by the public for outdoor recreational enjoyment. Amenity support can include outdoor athletic fields/athletic courts, boardwalks, trails, playgrounds and other facilities that provide outdoor recreational activity. It can also include capital facilities that support outdoor recreational use such as bathrooms, parking areas, pavilions, signage and other similar amenities.

ADVISORY COMMITTEE means the nine-member Committee appointed by the County Council to oversee the ECHO program and make recommendations for funding of the ECHO grant dollars to the County Council.

APPLICANT means a qualifying 501(c)(3) organization incorporated in the State of Florida with its principal office located in Volusia County, a municipality of the County of Volusia, or a budgeted organization of Volusia County Government.

ASSESSED VALUE OF PROPERTY means an annual determination by the Volusia County Property Appraiser of the just or fair market value of a property.

BUDGET means the organization’s unrestricted operating revenue.

CASH ON HAND means unencumbered cash dedicated to the ECHO project listed in the application.

CERTIFIED GENERAL APPRAISAL means a narrative appraisal, including a written analysis, opinion, or conclusion, issued by an appraiser relating to the nature, quality, value, or utility of a specified interest in, or aspect of, identified real property and includes a report communicating an appraisal analysis, opinion or conclusion of value regardless of title.

CERTIFIED GENERAL APPRAISER (not the County Property Appraiser) means a person who is certified by the Florida Department of Business and Professional Regulation are qualified to issue appraisal reports for any type of real property.

CERTIFIED FINANCIAL AUDIT means an examination of financial statements to determine whether operations are properly conducted in accordance with legal and regulatory requirements. Financial audits must be conducted in accordance with generally accepted auditing standards and governmental auditing standards. (These audits should include a Management Letter and a Response Letter).

COUNTY COUNCIL means the seven elected members of the Volusia County Council.

COMPLEX means a building or multiple buildings on the same site that share infrastructure or supporting facilities, amenities, signage or designation, or has other attributes of actual or perceived linkage.

ENVIRONMENTAL ASSESSMENT LEVEL I means appropriate inquiry into the previous ownership and uses of the property consistent with good commercial or customary practice and the provisions of CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act) and ASTM E1527-05 (American Society for Testing and Materials). Information concerning CERCLA regulations may be found on the EPA website. An overview of the scope of ASTM E1527-05 may be found at the American Society for Testing and Materials website.

ENVIRONMENTAL/ECOLOGICAL EDUCATION means a process that leads to responsible individual and group actions. It should enhance critical thinking, problem solving and effective decision-making skills. It also should engage and

motivate individuals, enable them to weigh various sides of an environmental issue, make informed and responsible decisions, and take appropriate actions (based on the League of Environmental Educators of Florida Definition).

EXCEPTIONAL PROJECT means a project of paramount and crucial County-wide importance which provides services to (significant) large numbers of people in all areas of the County as demonstrated and determined by a three-fourths nine members) and a majority of the County Council (four of seven).

FEES means the financial sum charged by the applicant to the public for use of or entrance into the facility for which the applicant is applying for funds. Fees may include resident and non-resident charges, professional and nonprofit charges.

FINANCIAL STATEMENT REVIEW means performing inquiry and analytical procedures that provide the accountant with a reasonable basis for expressing limited assurance that there are no material modifications that should be made to the financial statements for them to be in conformity with GAAP or, if applicable, OCBOA (Other Comprehensive Basis of Accounting). (All audits and reviews of nonprofit and governments must include a Management Letter and a Response Letter.)

FISCAL STABILITY means the financial results of operations, available resources, and the organizational plan to resolve deficit problems. A concern for fiscal stability would be indicated by multi-year operating deficits and declining fund balances

FURNITURE AND EQUIPMENT means items that are not used for public purposes and are generally used for the administration of the building. (Examples: Tables, chairs and computers that are used for administrative purposes; equipment that is leased; desks and other office equipment which are used for administrative purposes; refrigerators, rugs, planters, books, etc.)

GRANT PERIOD means the time period in which grant funds are used for the project as set forth in the grant agreement.

GREEN INFRASTRUCTURE means the range of measures that use plant or soil systems, permeable pavement or other permeable surfaces or substrates, stormwater harvest and reuse, or landscaping to store, infiltrate, or evapotranspire stormwater and reduce flows to sewer systems or to surface waters. (United States Environmental Protection Agency, n.d.)

IN-KIND CONTRIBUTION means the documented fair market value of non-cash contributions provided by the grantee or third parties that consist of real property or the value of goods and services directly benefiting and specifically identifiable to the project.

LEED, Leadership in Energy and Environmental Design (LEED) Green Building Rating System™ encourages and accelerates global adoption of sustainable green building and development practices through the creation and implementation of universally understood and accepted tools and performance criteria.

LEASE means a contract that conveys unconditional use of real property for a specific period of time. The minimum period of time shall be consistent with requirements set forth in the manual and the required length of the lease shall be determined from the final application deadline date.

LEARNING CENTER means a building that shall be used to provide educational or learning opportunities to the public and will serve as a center for research focusing on Volusia County's environmental/ecological, cultural, historical/heritage and/or outdoor experiences.

MAI CERTIFIED APPRAISER means an appraiser who has completed the necessary training to achieve Membership in the Appraisal Institute.

MAINTENANCE is providing care, upkeep, repair or support of a physical piece of property. Maintenance expenditures are NOT allowed to be used for ECHO or Match dollars.

MANAGEMENT LETTER is a formal, written document that conveys the CPA's findings and observations about particular aspects of the client's business. It may describe certain procedures that the CPA performed in an engagement and identify ideas and recommendations that can improve the entity's operations. (The management letter should address issues related to the client's accounting systems, procedures and reports/issues, such as internal control environment, procurement practices, accounting policies, procedures and financial reporting practices. The management letter might also be expanded to cover other observations.)

MASTER TRAIL PROJECT means a specific segment of the Trail Master Plan that was approved by the County Council.

MEASURED GOALS AND OBJECTIVES means a set of specific quantifiable and qualifiable

accomplishments that can reasonably be anticipated to be achieved by the project and will be used for comparison to the expressed bases, standards and criteria of the ECHO program.

MONTH-END FINANCIAL REVIEW means the performance of inquiries and analytical procedures that provide the accountant with a reasonable basis for expressing limited assurance that there are no material modifications that should be made to the financial statements for them to be in conformity with GAAP.

NATURE-BASED SOLUTIONS means actions to protect, sustainably manage, and restore natural or modified ecosystems that address societal challenges effectively and adaptively, simultaneously providing human well-being and biodiversity benefits (International Union for Conservation of Nature, n.d.).

NEW CONSTRUCTION means adding a facility for the purpose of meeting the goals of this grant program to a property where no building previously existed or for the purpose of establishing an ECHO agreement period may also mean a substantial expansion or renovation that results in a significantly new public experience.

PAYMENT & PERFORMANCE BOND means surety insurance issued by a quality rated insurer authorized to issue in the face amount of the bond in the State of Florida, which guarantees the execution of the work under the construction contract.

PERMITS includes any building, zoning, use, excavation, fill, surface water, utility, or other official action of Federal, State, Regional or local government having the effect of permitting development of land.

PLANNING means the preliminary development of architectural, engineering and other technical services necessary to carry out the project.

PROJECT means the acquisition, construction, renovation and/or improvement of buildings and appurtenances, site improvements (such as driveways, parking facilities, stormwater management facilities, landscaping, signage and pedestrian facilities), and mandated off-site improvements that meet the requirements of an eligible ECHO project for the use and benefit of the public. This definition specifically excludes furniture, fixtures and equipment.

PROJECT AGREEMENT means an executed contract between Volusia County and a project sponsor setting forth mutual obligations regarding an approved ECHO funded project.

REHABILITATION means the act or process of returning a site or property to a state of utility through repair or alteration, which makes possible an efficient contemporary use while preserving those portions or features of the property which are significant to its historical, architectural and cultural values.

RENOVATION/IMPROVEMENT means the act or process of giving a property a state of increased utility or returning a property to a state of utility through repair, addition, or alteration that makes possible more efficient use.

RESPONSE LETTER is written by the client in response to the CPA's management letter. The response should be a written statement of explanation or rebuttal concerning the deficiencies or recommendations, including any corrective action taken or to be taken, related to the auditor's observations.

RESTORATION means the act or process of accurately recovering the form and details of a site or property and its setting as it appeared at a particular period of time by means of the removal of later work or by replacement of missing earlier work. Restoration of projects receiving ECHO funds shall be completed by architects, contractors and tradesmen having particular skill and sensitivity for handling historic building materials with care and attention to preservation and quality of details. Additionally, projects will be restored based on the Secretary of the Interior's Standards.

STANDARD PROJECT means a project that can be completed including the grant and match, expended and the project be opened to the public within 730 days following the execution of a grant agreement.

SUSTAINABILITY means the ability to exist constantly while continuing to provide public accessibility as it relates to ECHO requirements.

UNDISTURBED USE means that the building to be renovated, expanded, or constructed and the site of such building will be owned by, or will be under lease to, the applicant by the date of the application submission and that the use of the site and building will be unencumbered by covenants, easements or other conditions contrary to the purpose of the project for a minimum length of time as required.

Restrictive Covenants

THESE COVENANTS are entered into this _____ day of _____, 20____, by the _____
_____. *Hereinafter referred to as* “the Owner” and _____, *hereinafter referred to as* “the
Grantee/Lessee”, and shall be effective for a period of 20 years from the date of recordation by the Clerk of the
Circuit Court of Volusia County, Florida.

WHEREAS, the Owner is the fee simple title holder of the Property located at _____, in the
County of Volusia, Florida, as described as Exhibit A (legal description), attached to and made a part hereof,
and

WHEREAS, the Grantee/Lessee is to receive ECHO Grant Program funds administered by the County of
Volusia, Florida, 123 W. Indiana Avenue, DeLand, Florida 32720, *hereinafter referred to as* “the County”, in the
amount of \$ _____, to be used for the construction of the facility for public use specifically described
in the ECHO Grant Agreement and its attached documents, situated on the property as described as Exhibit A,
and

Now THEREFORE, as part of the consideration for the County grant, the Owner and the Grantee/Lessee hereby
make and declare the following restrictive covenants which shall run with the title to said Property and be binding
on the Owner and its successors in interest, if any, for the period stated in the preamble above:

1. The Owner and the Grantee/Lessee agree to maintain the property so that it continues to be used for as
an ECHO facility as defined in the ECHO application definition and described in the grantee’s application
No. _____. This includes the requirement to maintain public access for the project for a period of
twenty (20) years from the date of recording this restrictive covenant.
2. The Owner and the Grantee/Lessee agree that the County of Volusia, its agents and its designees shall
have the right to inspect the Property at all reasonable times in order to ascertain whether the conditions
of the Grant Award Agreement and these covenants are being observed.
3. The Owner and the Grantee/Lessee agree that these restrictions shall encumber the property for a period
of 20 years from the date of recordation, and that if the restrictions are violated within the 20 year period,
the County of Volusia shall be entitled to liquidated damages pursuant to the following schedule:
 - a. If the violation occurs within the first half of the effective time period of these covenants, the
County shall be entitled to return of the entire grant amount.
 - b. If the violation occurs after the first half of the effective time period, the County shall be entitled to
the return of the entire grant amount, less the quotient of two (2) divided by the number of years
in the time period times each year past the mid period of the effective time period times the grant
amount. For instance, if the violation occurs after the thirteenth (13th) anniversary of the effective
date of these covenants but prior to the fourteenth (14th) anniversary, the County shall be entitled
to return of 50% of the original grant amount.
4. The Owner and Grantee/Lessee are liable to the County of Volusia for the amount of the grant if the
Owner or Grantee/Lessee breach these Restrictive Covenants and/or the Grant Award Agreement dated
_____. To insure the ability to repay the grant, the Owner and Grantee/Lessee have agreed that
they will maintain unencumbered equitable value in the property of at least the amount, and for at least
the period of time provided in paragraph three (3) above. The Owner and Grantee/Lessee will not secure
with a mortgage or otherwise hypothecate that equitable value in the property.
5. The Owner agrees to file these covenants with the Clerk of the Circuit Court of Volusia County, Florida,
and shall pay any and all expenses associated with their filings and recording.
6. The Owner and Grantee/Lessee agree that the County of Volusia shall incur no tax liability as a result of
these restrictive covenants.

IN WITNESS WHEREOF, the Owner and Grant Recipient have read these Restrictive Covenants and have hereto affixed their signatures.

OWNER:

GRANTEE:

Sign

Sign

Witness: _____
Sign

Print

Witness: _____
Sign

Print

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 202_, by _____, as _____ who is [_____] personally known to me, or [_____] who has produced a _____ driver's license as identification.

Print Name: _____
Notary Public, State of Florida
Commission No.: _____
My Commission Expires: _____

INDEPENDENT REPORT ON APPLYING AGREED-UPON PROCEDURES

We have performed the procedures enumerated below, which were agreed to by the <ECHO Applicant>, solely to assist them with the filing of a Grant in Aid Application (the “ECHO Application”) related to <ECHO Applicant>’s project with the County of Volusia (VC) for the calendar year (beginning January 1, 20____, and ending December 31, 20____). <ECHO Applicant>’s management is responsible for the filing of an ECHO Application related to <ECHO Applicant>’s project with Volusia County. This agreed-upon-procedure engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants. The sufficiency of the procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

The following procedures were applied to the organizational, financial and accounting records:

☐ We observed the IRS determination letter verifying the entity is exempt from taxation under Code Section 501(c)(3).

☐ We verified the current filing of the Form 990, Annual Return of Organization Exempt from Income Tax.

☐ We verified the IRS Form 941 with proof of payment of withholding taxes for most recent calendar quarter.

☐ We verified the entity’s status with the Florida Department of State, Division of Corporations as currently being active.

☐ We verified the entity’s actual ownership of the real property on which the project will be constructed.

☐ We observed sufficient documentation substantiating the outstanding mortgage balance on the project property.

☐ We reviewed the real estate appraisal to verify the value used in the match calculations.

☐ Describe, in general, the accounting system used in preparing the entity’s financial statements.

☐ Describe the process by which the entity accumulates the volunteer hours that will be used in the match calculations. Verify the amount was calculated using the hourly rate determined by the Independent Sector.

☐ For previously spent cash match, we traced the amounts to the supporting invoices and cancelled checks.

☐ Observe the existence of cash used in the match calculation to ensure availability on the date the application is submitted for critical review.

☐ For the donated goods and services match, we traced the amounts to the supporting invoices and other appropriate documentation.

☐ We obtained a representation letter from <ECHO Applicant>’s management confirming it made available to us all relevant information and it responded fully to all inquiries made by us during the engagement.

We were not engaged to, and did not perform an audit, the objective of which would be the expression of an opinion on the specified elements, accounts or items. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of <ECHO Applicant>, and the County of Volusia and is not intended to be used by anyone other than those specified parties.

Signature

Date

Print



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 12/5/2023

SUBJECT: (B12) Resolution No. 23-62 - Cybersecurity Framework

DEPARTMENT: Information Technology

GOAL: 2 - Infrastructure

RECOMMENDED MOTION: Move to approve Resolution No. 23-62.

SUMMARY: Florida Statute 282.3185, also referred to as the Local Government Cybersecurity Act, was enacted in 2022 and states under section (4)(a): Each local government shall adopt cybersecurity standards that safeguard its data, information technology, and information technology resources to ensure availability, confidentiality, and integrity. The cybersecurity standards must be consistent with generally accepted best practices for cybersecurity, including the National Institute of Standards and Technology Cybersecurity Framework. Section 282.3185 (4)(c), Florida Statutes, requires that each municipality with a population of 25,000 or more must adopt the cybersecurity standards required by this subsection by January 1, 2024.

The appropriate framework for the City is the well established standard known as the National Institute of Standards and Technology (NIST) Cybersecurity Framework (CSF). This Framework was created from a goal to create a common language, a set of standards, and easily executable series of goals for improving cybersecurity and mitigating or reducing cybersecurity risk. The NIST CSF is a general guide to assist organizations to create or improve their cybersecurity program.

The primary benefit of adopting and conforming to the NIST CSF is that it creates a long term and iterative approach to cybersecurity through policies. The NIST Framework will place the City in a more adaptive and responsive cybersecurity posture with the evolving threat landscape and transform us into a state of continuous compliance where threats will be more easily detected and prevented. Enhanced controls and processes implemented under the Framework's guidelines will safeguard systems, information, and data while mitigating risks.

Staff recommends approving Resolution No. 23-62 1) adopting the NIST Framework, 2) authorizing the City Manager or his designee to adopt policies and procedures to implement the Framework and comply with Section 282.3185, Florida Statutes, and 3) authorizing the City Manager or his designee to affirm compliance with Section 282.3185.

PRESENTER: Jim Faulkner

ATTACHMENTS:

1.	Resolution No. 23-62 -Cybersecurity Framework	DRAFT Resolution Cybersecurity.pdf
2.	NIST Cybersecurity Framework Publication	NIST Cybersecurity Framework Publication.pdf

Jim Faulkner	Created/Initiated - 11/7/2023
Jim Faulkner	Approved - 11/7/2023
John McKinney	Approved - 11/9/2023
Matthew Jones	Approved - 11/17/2023
Wayne Clark	Approved - 11/21/2023
Tracee Cody	Final Approval - 11/21/2023

RESOLUTION NO. 23-62

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ADOPTING THE NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY CYBERSECURITY FRAMEWORK, AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO ADOPT POLICIES AND PROCEDURES AS NECESSARY TO IMPLEMENT THE FRAMEWORK AND COMPLY WITH SECTION 282.3185, FLORIDA STATUTES; AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO AFFIRM COMPLIANCE WITH SECTION 282.3185, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Section 282.3185(4)(a), Florida Statutes, requires that each local government adopt cybersecurity standards that safeguard its data, information technology, and information technology resources to ensure availability, confidentiality, and integrity; and

WHEREAS, the City finds that the National Institute of Standards and Technology Cybersecurity Framework should be adopted; and

WHEREAS, the City is committed to maintaining cybersecurity standards pursuant to Section 282.3185, Florida Statutes; and

WHEREAS, it is in the best interest of the public that this resolution be adopted.

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

Section 1. The City Council of the City of Port Orange hereby adopts the National Institute of Standards and Technology Cybersecurity Framework ("Framework").

Section 2. The City Manager or his designee is hereby authorized to adopt

policies and procedures as necessary to implement the Framework and comply with Section 282.3185, Florida Statutes.

Section 3. The City Manager or his designee is hereby authorized to affirm compliance with Section 282.3185, Florida Statutes, via the Florida Digital Service portal before the January 1, 2024 deadline.

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

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

Reviewed and Approved: _____
Carly R. Meek, Assistant City Attorney

[CA 8246]

Getting Started with the NIST Cybersecurity Framework: A Quick Start Guide

Amy Mahn¹, Jeffrey Marron¹, Stephen Quinn², Daniel Topper³

¹ NIST Applied Cybersecurity Division, Information Technology Laboratory

² NIST Computer Security Division, Information Technology Laboratory

³ Huntington Ingalls Industries



What is the NIST Cybersecurity Framework, and how can my organization use it?

The [NIST Cybersecurity Framework](#)⁴ can help an organization begin or improve their cybersecurity program. Built off of practices that are known to be effective, it can help organizations improve their cybersecurity posture. It fosters communication among both internal and external stakeholders about cybersecurity, and for larger organizations, helps to better integrate and align cybersecurity risk management with broader enterprise risk management processes as described in the [NISTIR 8286](#)⁵ series.

The Framework is organized by five key Functions – Identify, Protect, Detect, Respond, Recover. These five widely understood terms, when considered together, provide a comprehensive view of the lifecycle for managing cybersecurity risk over time. The activities listed under each Function may offer a good starting point for your organization:



IDENTIFY

Develop an organizational understanding to manage cybersecurity risk to: systems, assets, data, and capabilities.

- **Identify critical enterprise processes and assets** – What are your enterprise’s activities that absolutely must continue in order to be viable? For example, this could be maintaining a website to retrieve payments, protecting customer/patient information securely, or ensuring that the information your enterprise collects remains accessible and accurate.
- **Document information flows** – It’s important to not only understand what type of information your enterprise collects and uses, but also to understand where the data is located and how it is used, especially where contracts and external partners are engaged.
- **Maintain hardware and software inventory** – It’s important to have an understanding of the computers and software in your enterprise because these are frequently the entry points of malicious actors. This inventory could be as simple as a spreadsheet.
- **Establish policies for cybersecurity that include roles and responsibilities** – These policies and procedures should clearly describe your expectations for how cybersecurity activities will protect your information and systems, and how they support critical enterprise processes. Cybersecurity policies should be integrated with other enterprise risk considerations (e.g., financial, reputational).
- **Identify threats, vulnerabilities, and risk to assets** – Ensure risk management processes are established and managed to ensure internal and external threats are identified, assessed, and documented in risk registers. Ensure risk responses are identified and prioritized, executed, and results monitored.

⁴ <https://www.nist.gov/cyberframework>

⁵ <https://csrc.nist.gov/publications/detail/nistir/8286/final>



PROTECT

Develop and implement the appropriate safeguards to ensure delivery of services.

- **Manage access to assets and information** – Create unique accounts for each employee and ensure that users only have access to information, computers, and applications that are needed for their jobs. Authenticate users (e.g., passwords, multi-factor techniques) before they are granted access to information, computers, and applications. Tightly manage and track physical access to devices.
- **Protect sensitive data** – If your enterprise stores or transmits sensitive data, make sure that this data is protected by encryption both while it's stored on computers as well as when it's transmitted to other parties. Consider utilizing integrity checking to ensure only approved changes to the data have been made. Securely delete and/or destroy data when it's no longer needed or required for compliance purposes.



DETECT

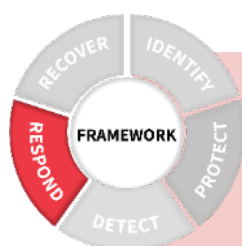
Develop and implement the appropriate activities to identify the occurrence of a cybersecurity event.

- **Test and update detection processes** – Develop and test processes and procedures for detecting unauthorized entities and actions on the networks and in the physical environment, including personnel activity. Staff should be aware of their roles and responsibilities for detection and related reporting both within your organization and to external governance and legal authorities.

- **Conduct regular backups** – Many operating systems have built-in backup capabilities; software and cloud solutions are also available that can automate the backup process. A good practice is to keep one frequently backed up set of data offline to protect it against ransomware.
- **Protect your devices** – Consider installing host-based firewalls and other protections such as endpoint security products. Apply uniform configurations to devices and control changes to device configurations. Disable device services or features that are not necessary to support mission functions. Ensure that there is a policy and that devices are disposed of securely.
- **Manage device vulnerabilities** – Regularly update both the operating system and applications that are installed on your computers and other devices to protect them from attack. If possible, enable automatic updates. Consider using software tools to scan devices for additional vulnerabilities; remediate vulnerabilities with high likelihood and/or impact.
- **Train users** – Regularly train and retrain all users to be sure that they are aware of enterprise cybersecurity policies and procedures and their specific roles and responsibilities as a condition of employment.

- **Know the expected data flows for your enterprise** – If you know what and how data is expected to be used for your enterprise, you are much more likely to notice when the unexpected happens – and unexpected is never a good thing when it comes to cybersecurity. Unexpected data flows might include customer information being exported from an internal database and exiting the network. If you have contracted work to a cloud or managed service provider, discuss with them how they track data flows and report, including unexpected events.

- **Maintain and monitor logs** – Logs are crucial in order to identify anomalies in your enterprise's computers and applications. These logs record events such as changes to systems or accounts as well as the initiation of communication channels. Consider using software tools that can aggregate these logs and look for patterns or anomalies from expected network behavior.



RESPOND

Develop and implement the appropriate activities to take action regarding a detected cybersecurity event.

- **Ensure response plans are tested** – It's even more important to test response plans to make sure each person knows their responsibilities in executing the plan. The better prepared your organization is, the more effective the response is likely to be. This includes knowing any legal reporting requirements or required information sharing.
- **Ensure response plans are updated** – Testing the plan (and execution during an incident) inevitably will reveal needed improvements. Be sure to update response plans with lessons learned.



RECOVER

Develop and implement the appropriate activities to maintain plans for resilience and to restore any capabilities or services that were impaired due to a cybersecurity event.

- **Communicate with internal and external stakeholders** – Part of recovery depends upon effective communication. Your recovery plans need to carefully account for what, how, and when information will be shared with various stakeholders so that all interested parties receive the information they need but no inappropriate information is shared.

- **Understand the impact of cybersecurity events** – If a cybersecurity event is detected, your enterprise should work quickly and thoroughly to understand the breadth and depth of the impact. Seek help. Communicating information on the event with appropriate stakeholders will help keep you in good stead in terms of partners, oversight bodies, and others (potentially including investors) and improve policies and processes.

- **Coordinate with internal and external stakeholders** – It's important to make sure that your enterprise's response plans and updates include all key stakeholders and external service providers. They can contribute to improvements in planning and execution.



- **Ensure recovery plans are updated** – As with response plans, testing execution will improve employee and partner awareness and highlight areas for improvement. Be sure to update Recovery plans with lessons learned.
- **Manage public relations and company reputation** – One of the key aspects of recovery is managing the enterprise's reputation. When developing a recovery plan, consider how you will manage public relations so that your information sharing is accurate, complete, and timely – and not reactionary.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 12/5/2023

SUBJECT: (B13) Resolution No. 23-64- Approval of Grant Agreement for \$1,000,000 with Florida Department of Environmental Protection for the Ridgewood Avenue & North Commonwealth Water Main Replacement

DEPARTMENT: Finance

GOAL: 2 - Infrastructure

3 - Quality of Life

5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 23-64 accepting a \$1,000,000 grant from the State of Florida Department of Environmental Protection; approving the associated grant agreement; authorizing the Mayor to execute the required Grant Award Agreement; and authorizing staff to submit said grant agreement to the State of Florida Department of Environmental Protection for the Ridgewood Avenue & North Commonwealth Water Main Replacement.

SUMMARY: In May 2023, the City was informed that the Ridgewood Ave./N. Commonwealth Water Main Replacement project had received a Florida State appropriation as part of the Florida Legislature's Fiscal Year 2023 - 2024 budget. Council approved Resolution No. 23-42 placing these funds within the City's Fiscal Year 2023 - 2024 budget. On November 9, 2023, the Florida Department of Environmental Protection (DEP) announced the award of \$1,000,000 to the City. The grant funds were previously anticipated in the FY24-29 Capital Improvement Program.

This grant agreement formalizes that the funds will be used to expedite the construction of the City's project of replacing and upsizing of approximately 30,000 linear feet of aging and corroded 2" galvanized potable water pipes. Pipes will be replaced with 6" pipes made with the latest industry-standard materials. Additional fire hydrants to improve fire safety and meet the latest fire protection standards will be installed where needed. Water system valves will be improved to aid future system maintenance and system control during water main breaks and preventative maintenance activities. This project will improve the water quality of an estimated 1,300 residents and 65-70 businesses.

Staff anticipates construction will begin in early 2024.

PRESENTER: John McKinney

ATTACHMENTS:

1.	LPA0672 Agreement Unsigned	LPA0672 Agreement Unsigned.pdf
2.	Senator Tom Wright	Senator Tom Wright.pdf
3.	125 Reso. No. 23-64 Acceptance from FDEP	125 Reso. No. 23-64 Acceptance from FDEP .pdf

John McKinney	Created/Initiated - 11/14/2023
Steve Parnell	Approved - 11/14/2023
Junos Reed	Approved - 11/17/2023
John McKinney	Approved - 11/17/2023
Matthew Jones	Approved - 11/17/2023
Wayne Clark	Approved - 11/21/2023
Tracee Cody	Final Approval - 11/21/2023

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project):	Agreement Number:
Port Orange - Ridgewood Avenue & North Commonwealth Water Main Replacement	LPA0672

2. Parties	State of Florida Department of Environmental Protection, 3900 Commonwealth Boulevard Tallahassee, Florida 32399-3000 (Department)
Grantee Name:	City of Port Orange Entity Type: Local Government
Grantee Address:	1000 City Center Circle Port Orange, Florida 32129 FEID: 59-6000412 (Grantee)

3. Agreement Begin Date:	Date of Expiration:
Upon Execution	October 31, 2026

4. Project Number:	Project Location(s):
<i>(If different from Agreement Number)</i>	Lat/Long: (29.1429, -80.9875)

Project Description: **The grantee (City of Port Orange) will replace approximately 30,000 linear feet of aging or undersized water main with PVC.**

5. Total Amount of Funding:	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
\$1,000,000.00	☒ State ☐ Federal	LP, GAA LI 1705A, FY 23-24, GR	\$ 1,000,000.00
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$ 1,000,000.00

6. Department's Grant Manager	Grantee's Grant Manager
Name: Sam Bookhardt	Name: Jonathan McKinney
or successor	or successor
Address: Florida Dept. of Environmental Protection	Address: 1000 City Center Circle
3900 Commonwealth Blvd.	Port Orange, Florida 32129
Tallahassee, FL 32399-3000	
Phone: 850-245-2713	Phone: 386-506-5503
Email: Sam.Bookhardt@FloridaDEP.gov	Email: jmckinney@port-orange.org

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)
☐ Exhibit H: Non-Profit Organization Compensation Form (State)

☐ Additional Exhibits (if necessary):	
8.	
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Port Orange

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Donald O. Burnette, Mayor of Port Orange

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Sam Bookhardt, DEP Grant Manager

Mitch Holmes, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

Attachment 1

- negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
 - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Antitrust Violator Vendors.** A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements
 - a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.
The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:
<https://www.epa.gov/invest/investing-america-signage>.
 - b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. 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.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0672**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Port Orange - Ridgewood Avenue & North Commonwealth Water Main Replacement. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2023 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur monthly.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section 908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

Attachment 2

2 of 3

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Port Orange - Ridgewood Avenue & North Commonwealth Water Main Replacement

PROJECT LOCATION: The Project will be located in the City of Port Orange within Volusia County; Lat/Long (29.1429, -80.9875).

PROJECT BACKGROUND: This project will replace aging and undersized potable water pipelines (50-70 years old). The aging and undersized lines contribute to water quality issues and are not sufficient for fire protection. Approximately 30,000 Linear Feet (LF) of old galvanized and cast-iron pipe will be replaced with properly sized PVC pipe. Providing a positive impact by providing increased safety and protection through improved water quality, meeting fire protection standards, and improving the level of reliable service with fewer interruptions.

PROJECT DESCRIPTION: The City of Port Orange (Grantee) will replace approximately 30,000 LF of aging or undersized water main with PVC. The project will improve the water distribution system's reliability, efficiency, and capacity. By replacing aging or undersized water mains, the Grantee will ensure a steady and ample water supply to the community.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Construction

Deliverables: The Grantee will construct approximately 30,000 LF of PVC water main in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$1,000,000	07/01/2023	04/30/2026
Total:			\$1,000,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects	\$1,000,000.00	140047
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$1,000,000.00	
-------------	----------------	--

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	LPA0672
Project Title:	Port Orange - Ridgewood Avenue & North Commonwealth Water Main Replacement
Grantee Name:	City of Port Orange
Grantee's Grant Manager:	Jonathan McKinney
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Construction

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Completion Status for Tasks

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

Local Contributions

For Springs grant agreements with local contributions, a summary of the local contributions will be required in the Final Quarterly Progress Report. Provide a brief summary below of the local contribution amounts that have been used toward the project.

Summary of local contributions:

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager
(Original Ink or Digital Timestamp)

Date

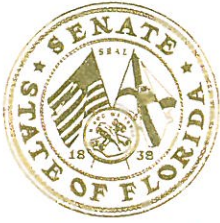
**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



SENATOR TOM A. WRIGHT
14th District

THE FLORIDA SENATE

Tallahassee, Florida 32399-1100

COMMITTEES:

Military and Veterans Affairs, Space, and
Domestic Security, *Chair*
Appropriations Subcommittee on Criminal and Civil
Justice, *Vice Chair*
Commerce and Tourism, *Vice Chair*
Appropriations Subcommittee on Transportation,
Tourism, and Economic Development
Children, Families, and Elder Affairs
Finance and Tax
Transportation

March 14, 2022

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

Dear Wayne,

I am happy to inform you that your appropriation request for \$750,000 has been approved by the Florida Legislature in the 2022 – 2023 Florida Budget. I know this funding is going to be put to great use by your organization and look forward to seeing the positive benefit it has on our community.

The budget will now be sent to the Governor's desk and upon his signature becomes effective on July 1, 2022. Following the signature of the Governor on the bill, my office will be reaching out to set up a date for the presentation of a check.

Once again, I am incredibly proud to bring this critical funding home to our beloved communities and look forward to the effects it will have. Should you have any questions on the budget or your specific appropriation, please reach out to my Legislative Assistant Amanda Wheeler at 850-487-5014.

Respectfully,

Tom A. Wright

REPLY TO:

- ☐ 4606 Clyde Morris Blvd., Suite 2-J, Port Orange, Florida 32129 (386) 304-7630
- ☐ 320 Senate Building, 404 South Monroe Street, Tallahassee, Florida 32399-1100 (850) 487-5014

Senate's Website: www.flsenate.gov

WILTON SIMPSON
President of the Senate

AARON BEAN
President Pro Tempore

RESOLUTION NO. 23-64

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ACCEPTING A \$1,000,000 GRANT FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ("FDEP"); APPROVING THE STANDARD GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (GRANT AGREEMENT LPA0672) FOR THE PURPOSE OF EXPEDITING THE CONSTRUCTION OF AND REPLACEMENT OF THE WATER MAIN FOR RIDGEWOOD AVE AND N COMMONWELATH AVE; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST ALL NECESSARY DOCUMENTS FOR SAID GRANT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange ("City") anticipated funding the replacement of the water main for Ridgewood Avenue and North Commonwealth Avenue in the FY24-29 Capital Improvement Program; and

WHEREAS, the City has been awarded a \$1,000,000.00 grant from the State of Florida Department of Environmental Protection as part of the Fiscal Year 2023-2024 State of Florida legislative appropriations; and

WHEREAS, in order to receive said grant, the City must approve and enter into a standard grant agreement with the State of Florida Department of Environmental Protection; and

WHEREAS, the City Council of the City of Port Orange desires to accept the grant funding from the State of Florida Department of Environmental Protection and enter into a grant agreement with the State of Florida Department of Environmental Protection.

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

Section 1. The above Recitals are incorporated by reference into the body of this Resolution.

Section 2. The City Council of the City of Port Orange, Florida, hereby approves

and accepts the State of Florida Department of Environmental Protection Grant in the amount of \$1,000,000.00 and enter into a grant agreement with the State of Florida Department of Environmental Protection for the construction and replacement of the water main for Ridgewood Avenue and North Commonwealth Avenue.

Section 3. The Mayor and City Clerk are hereby authorized to execute all applicable grant documents and agreements.

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

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

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



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 12/5/2023

SUBJECT: (B14) Resolution No. 23-66- Approval of Grant Agreement for \$2,500,000 with Florida Department of Environmental Protection for the Sewer Force Main Halifax River Crossing

DEPARTMENT: Finance

GOAL: 2 - Infrastructure

3 - Quality of Life

5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Resolution No. 23-66 accepting a \$2,500,000 grant from the State of Florida Department of Environmental Protection; approving the associated grant agreement; authorizing the Mayor to execute the required Grant Award Agreement; and authorizing staff to submit said grant agreement to the State of Florida Department of Environmental Protection for the Sewer Force Main Halifax River Crossing replacement.

SUMMARY: In May 2023, the City was informed that the Sewer Force Main Halifax River Crossing Replacement project had received a Florida State appropriation as part of the Florida Legislature's Fiscal Year 2023 - 2024 budget. Council approved Resolution No. 23-42 placing these funds within the City's Fiscal Year 2023 - 2024 budget. On November 16, 2023, the Florida Department of Environmental Protection (DEP) announced the award of \$2,500,000 to the City. The grant funds were previously anticipated in the FY24-29 Capital Improvement Program.

This grant agreement formalizes that the funds will be used to expedite the construction of the City's project of replacing a 20 inch ductile iron pipe constructed in 1986 with a high-density polyethylene pipe with a life expectancy of greater than 50 years. The existing pipe will be evaluated for repairs to be used as a secondary line as part of a future project. This project provides for reliable and redundant service, sufficient capacity for new customers, and reduced environmental concerns. This project will improve the wastewater system of an estimated 11,000 residents and hundreds of businesses in the Daytona Beach Shores, Ponce Inlet, unincorporated Volusia County, and Port Orange service areas.

This project is currently in the design and permitting stage and staff anticipates construction should begin in late 2024.

PRESENTER: John McKinney

ATTACHMENTS:

1.	Resolution No. 23-66	Resolution No. 23-66.pdf
2.	LPA0673 Agreement Unsigned	LPA0673 Agreement Unsigned.pdf
3.	Senator Tom Wright	Senator Tom Wright.pdf

Tracee Cody	Created/Initiated - 11/16/2023
Chris Wall	Approved - 11/16/2023
Steve Parnell	Approved - 11/16/2023
Junos Reed	Approved - 11/17/2023
John McKinney	Approved - 11/17/2023
Matthew Jones	Approved - 11/17/2023
Wayne Clark	Approved - 11/21/2023
Tracee Cody	Final Approval - 11/21/2023

RESOLUTION NO. 23-66

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA; ACCEPTING A \$2,500,000 GRANT FROM THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION ("FDEP"); APPROVING THE STANDARD GRANT AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (GRANT AGREEMENT LPA0673) FOR THE PURPOSE OF EXPEDITING THE CONSTRUCTION OF THE SEWER FORCE MAIN HALIFAX RIVER CROSSING; AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AND ATTEST ALL NECESSARY DOCUMENTS FOR SAID GRANT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Port Orange ("City") anticipated funding the Sewer Force Main Halifax River Crossing replacement in the FY24-29 Capital Improvement Program; and

WHEREAS, the City has been awarded a \$2,500,000.00 grant from the State of Florida Department of Environmental Protection as part of the Fiscal Year 2023-2024 State of Florida legislative appropriations; and

WHEREAS, in order to receive said grant, the City must approve and enter into a standard grant agreement with the State of Florida Department of Environmental Protection; and

WHEREAS, the City Council of the City of Port Orange desires to accept the grant funding from the State of Florida Department of Environmental Protection and enter into a grant agreement with the State of Florida Department of Environmental Protection.

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

Section 1. The above Recitals are incorporated by reference into the body of this Resolution.

Section 2. The City Council of the City of Port Orange, Florida, hereby approves

RESOLUTION NO. 23-66

and accepts the State of Florida Department of Environmental Protection Grant in the amount of \$2,500,000.00 and enter into a grant agreement with the State of Florida Department of Environmental Protection for the Sewer Force Main Halifax River Crossing replacement.

Section 3. The Mayor and City Clerk are hereby authorized to execute all applicable grant documents and agreements.

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

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Adopted on the day of

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

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to section 215.971, Florida Statutes:

1. Project Title (Project): **Port Orange - Sewer Force Main River Crossing** Agreement Number: **LPA0673**
2. Parties **State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000** (Department)
- Grantee Name: **City of Port Orange** Entity Type: **Local Government**
- Grantee Address: **1000 City Center Circle, Port Orange, FL 32129** FEID: **59-6000412** (Grantee)
3. Agreement Begin Date: **Upon Execution** Date of Expiration: **October 31, 2026**
4. Project Number: Project Location(s): **Lat/Long: (29.1463, -80.9795)**
(If different from Agreement Number)
- Project Description: **The Grantee will install a second Force Main under the river to provide more reliable and redundant service, ensure sufficient capacity for new customers, and reduce the environmental concerns of breaks in the line.**

5. Total Amount of Funding: \$2,500,000.00	Funding Source?	Award #s or Line-Item Appropriations:	Amount per Source(s):
	☒ State ☐ Federal	LP, GAA LI 1705A, FY 23-24, GR	\$2,500,000.00
	☐ State ☐ Federal		\$
	☐ Grantee Match		\$
Total Amount of Funding + Grantee Match, if any:			\$2,500,000.00

6. Department's Grant Manager Grantee's Grant Manager
- Name: **Sam Bookhardt** Name: **Jonathan McKinney**
or successor or successor
- Address: **Florida Dept. of Environmental Protection** Address: **1000 City Center Circle**
3900 Commonwealth Blvd. **Port Orange, FL 32129**
Tallahassee, FL 32399-3000
- Phone: **850-245-2713** Phone: **386-506-5503**
- Email: **Sam.Bookhardt@FloridaDEP.gov** Email: **jmckinney@port-orange.org**

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

☒ Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
☒ Attachment 2: Special Terms and Conditions
☒ Attachment 3: Grant Work Plan
☒ Attachment 4: Public Records Requirements
☒ Attachment 5: Special Audit Requirements
☐ Attachment 6: Program-Specific Requirements
☐ Attachment 7: Grant Award Terms (Federal) *Copy available at https://facts.fldfs.com , in accordance with section 215.985, F.S.
☐ Attachment 8: Federal Regulations and Terms (Federal)
☐ Additional Attachments (if necessary):
☒ Exhibit A: Progress Report Form
☐ Exhibit B: Property Reporting Form
☒ Exhibit C: Payment Request Summary Form
☐ Exhibit D: Quality Assurance Requirements
☐ Exhibit E: Advance Payment Terms and Interest Earned Memo
☐ Exhibit F: Common Carrier or Contracted Carrier Attestation Form PUR1808 (State)
☐ Exhibit H: Non-Profit Organization Compensation Form (State)

☐ Additional Exhibits (if necessary):	
8.	
Federal Award Identification Number(s) (FAIN):	
Federal Award Date to Department:	
Total Federal Funds Obligated by this Agreement:	
Federal Awarding Agency:	
Award R&D?	☐ Yes ☐ N/A

IN WITNESS WHEREOF, this Agreement shall be effective on the date indicated by the Agreement Begin Date unless another date is specified in the grant documents.

City of Port Orange

GRANTEE

Grantee Name

By _____
(Authorized Signature) Date Signed

Donald O. Burnette, Mayor of Port Orange

Print Name and Title of Person Signing

State of Florida Department of Environmental Protection

DEPARTMENT

By _____
Secretary or Designee Date Signed

Angela Knecht, Director, Division of Water Restoration Assistance

Print Name and Title of Person Signing

☒ Additional signatures attached on separate page.

DWRA Additional Signatures

Sam Bookhardt, DEP Grant Manager

Mitch Holmes, DEP QC Reviewer

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
STANDARD TERMS AND CONDITIONS
APPLICABLE TO GRANT AGREEMENTS**

ATTACHMENT 1

1. Entire Agreement.

This Grant Agreement, including any Attachments and Exhibits referred to herein and/or attached hereto (Agreement), constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, with respect to such subject matter. Any terms and conditions included on Grantee's forms or invoices shall be null and void.

2. Grant Administration.

- a. Order of Precedence. If there are conflicting provisions among the documents that make up the Agreement, the order of precedence for interpretation of the Agreement is as follows:
 - i. Standard Grant Agreement
 - ii. Attachments other than Attachment 1, in numerical order as designated in the Standard Grant Agreement
 - iii. Attachment 1, Standard Terms and Conditions
 - iv. The Exhibits in the order designated in the Standard Grant Agreement
- b. All approvals, written or verbal, and other written communication among the parties, including all notices, shall be obtained by or sent to the parties' Grant Managers. All written communication shall be by electronic mail, U.S. Mail, a courier delivery service, or delivered in person. Notices shall be considered delivered when reflected by an electronic mail read receipt, a courier service delivery receipt, other mail service delivery receipt, or when receipt is acknowledged by recipient. If the notice is delivered in multiple ways, the notice will be considered delivered at the earliest delivery time.
- c. If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.
- d. This Agreement may be amended, through a formal amendment or a change order, only by a written agreement between both parties. A formal amendment to this Agreement is required for changes which cause any of the following:
 - (1) an increase or decrease in the Agreement funding amount;
 - (2) a change in Grantee's match requirements;
 - (3) a change in the expiration date of the Agreement; and/or
 - (4) changes to the cumulative amount of funding transfers between approved budget categories, as defined in Attachment 3, Grant Work Plan, that exceeds or is expected to exceed twenty percent (20%) of the total budget as last approved by Department.A change order to this Agreement may be used when:
 - (1) task timelines within the current authorized Agreement period change;
 - (2) the cumulative transfer of funds between approved budget categories, as defined in Attachment 3, Grant Work Plan, are less than twenty percent (20%) of the total budget as last approved by Department;
 - (3) changing the current funding source as stated in the Standard Grant Agreement; and/or
 - (4) fund transfers between budget categories for the purposes of meeting match requirements.This Agreement may be amended to provide for additional services if additional funding is made available by the Legislature.
- e. All days in this Agreement are calendar days unless otherwise specified.

3. Agreement Duration.

The term of the Agreement shall begin and end on the dates indicated in the Standard Grant Agreement, unless extended or terminated earlier in accordance with the applicable terms and conditions. The Grantee shall be eligible for reimbursement for work performed on or after the date of execution through the expiration date of this Agreement, unless otherwise specified in Attachment 2, Special Terms and Conditions. However, work performed prior to the execution of this Agreement may be reimbursable or used for match purposes if permitted by the Special Terms and Conditions.

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

require additional or further remedial steps, or to terminate this Agreement for failure to perform. No actions approved by Department or steps taken by Grantee shall preclude Department from subsequently asserting any deficiencies in performance. The Grantee shall continue to implement the CAP until all deficiencies are corrected. Reports on the progress of the CAP will be made to Department as requested by Department's Grant Manager.

- iii. Failure to respond to a Department request for a CAP or failure to correct a deficiency in the performance of the Agreement as specified by Department may result in termination of the Agreement.

8. Payment.

- a. Payment Process. Subject to the terms and conditions established by the Agreement, the pricing per deliverable established by the Grant Work Plan, and the billing procedures established by Department, Department agrees to pay Grantee for services rendered in accordance with section 215.422, Florida Statutes (F.S.).
- b. Taxes. The Department is exempted from payment of State sales, use taxes and Federal excise taxes. The Grantee, however, shall not be exempted from paying any taxes that it is subject to, including State sales and use taxes, or for payment by Grantee to suppliers for taxes on materials used to fulfill its contractual obligations with Department. The Grantee shall not use Department's exemption number in securing such materials. The Grantee shall be responsible and liable for the payment of all its FICA/Social Security and other taxes resulting from this Agreement.
- c. Maximum Amount of Agreement. The maximum amount of compensation under this Agreement, without an amendment, is described in the Standard Grant Agreement. Any additional funds necessary for the completion of this Project are the responsibility of Grantee.
- d. Reimbursement for Costs. The Grantee shall be paid on a cost reimbursement basis for all eligible Project costs upon the completion, submittal, and approval of each deliverable identified in the Grant Work Plan. Reimbursement shall be requested on Exhibit C, Payment Request Summary Form. To be eligible for reimbursement, costs must be in compliance with laws, rules, and regulations applicable to expenditures of State funds, including, but not limited to, the Reference Guide for State Expenditures, which can be accessed at the following web address: <https://www.myfloridacfo.com/docs-sf/accounting-and-auditing-libraries/state-agencies/reference-guide-for-state-expenditures.pdf>.
- e. Rural Communities and Rural Areas of Opportunity. If Grantee is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" (RAO) as defined in subsection 288.0656(2), F.S., such Grantee may request from the Department that all invoice payments (i.e., cost reimbursement) under this Agreement be directed to the relevant county or municipality or to the RAO itself. The Department will agree to Grantee's request if:
 - i. Grantee demonstrates that it is a county or municipality that qualifies as a "rural community" or "rural area of opportunity" under subsection 288.0656(2), F.S.;
 - ii. Grantee demonstrates current financial hardship using one (1) or more of the "economic distress" factors defined in subsection 288.0656(2)(c), F.S.;
 - iii. Grantee's performance has been verified by the Department, which has determined that Grantee is eligible for cost reimbursement and that Grantee's performance has been completed in accordance with this Agreement's terms and conditions; and
 - iv. Applicable federal and state law(s), rule(s) and regulation(s) allow for such payments.This subsection may not be construed to alter or limit any other applicable provisions of federal or state law, rule, or regulation. A current list of Florida's designated RAOs can be accessed at the following web address: <https://floridajobs.org/community-planning-and-development/rural-community-programs/rural-areas-of-opportunity>.
- f. Invoice Detail. All charges for services rendered or for reimbursement of expenses authorized by Department pursuant to the Grant Work Plan shall be submitted to Department in sufficient detail for a proper pre-audit and post-audit to be performed. The Grantee shall only invoice Department for deliverables that are completed in accordance with the Grant Work Plan.
- g. State Funds Documentation. Pursuant to section 216.1366, F.S., if Contractor meets the definition of a non-profit organization under section 215.97(2)(m), F.S., Contractor must provide the Department with documentation that indicates the amount of state funds:
 - i. Allocated to be used during the full term of the contract or agreement for remuneration to any member of the board of directors or an officer of Contractor.
 - ii. Allocated under each payment by the public agency to be used for remuneration of any member of the board of directors or an officer of the Contractor.

The documentation must indicate the amounts and recipients of the remuneration. Such information must be posted on the State's the contract tracking system and maintained pursuant to section 215.985, F.S., and must be posted on the Contractor's website, if Contractor maintains a website.

- h. Interim Payments. Interim payments may be made by Department, at its discretion, if the completion of deliverables to date have first been accepted in writing by Department's Grant Manager.
- i. Final Payment Request. A final payment request should be submitted to Department no later than sixty (60) days following the expiration date of the Agreement to ensure the availability of funds for payment. However, all work performed pursuant to the Grant Work Plan must be performed on or before the expiration date of the Agreement.
- j. Annual Appropriation Contingency. The State's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature. This Agreement is not a commitment of future appropriations. Authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of Department if the Legislature reduces or eliminates appropriations.
- k. Interest Rates. All interest rates charged under the Agreement shall be calculated on the prevailing rate used by the State Board of Administration. To obtain the applicable interest rate, please refer to: <https://www.myfloridacfo.com/division/aa/local-governments/judgement-interest-rates>.
- l. Refund of Payments to the Department. Any balance of unobligated funds that have been advanced or paid must be refunded to Department. Any funds paid in excess of the amount to which Grantee or subgrantee is entitled under the terms of the Agreement must be refunded to Department. If this Agreement is funded with federal funds and the Department is required to refund the federal government, the Grantee shall refund the Department its share of those funds.

9. Documentation Required for Cost Reimbursement Grant Agreements and Match.

If Cost Reimbursement or Match is authorized in Attachment 2, Special Terms and Conditions, the following conditions apply. Supporting documentation must be provided to substantiate cost reimbursement or match requirements for the following budget categories:

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price

Attachment 1

- negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
- ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
 - d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with section 112.061, F.S.
 - e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
 - f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
 - g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
 - h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal Descriptions, Boundary Maps, Acreage Certification, Title Search Reports, Title Insurance, Closing Statements/Documents, Deeds, Leases, Easements, License Agreements, or other legal instrument documenting acquired property interest and/or rights. If land acquisition costs are used to meet match requirements, Grantee agrees that those funds shall not be used as match for any other Agreement supported by State or Federal funds.

10. Status Reports.

The Grantee shall submit status reports quarterly, unless otherwise specified in the Attachments, on Exhibit A, Progress Report Form, to Department's Grant Manager describing the work performed during the reporting period, problems encountered, problem resolutions, scheduled updates, and proposed work for the next reporting period. Quarterly status reports are due no later than twenty (20) days following the completion of the quarterly reporting period. For the purposes of this reporting requirement, the quarterly reporting periods end on March 31, June 30, September 30 and December 31. The Department will review the required reports submitted by Grantee within thirty (30) days.

11. Retainage.

The following provisions apply if Department withholds retainage under this Agreement:

- a. The Department reserves the right to establish the amount and application of retainage on the work performed under this Agreement up to the maximum percentage described in Attachment 2, Special Terms and Conditions. Retainage may be withheld from each payment to Grantee pending satisfactory completion of work and approval of all deliverables.
- b. If Grantee fails to perform the requested work or fails to perform the work in a satisfactory manner, Grantee shall forfeit its right to payment of the retainage associated with the work. Failure to perform includes, but is not limited to, failure to submit the required deliverables or failure to provide adequate documentation that the work was actually performed. The Department shall provide written notification to Grantee of the failure to perform that shall result in retainage forfeiture. If the Grantee does not correct the failure to perform within the timeframe stated in Department's notice, the retainage will be forfeited to Department.
- c. No retainage shall be released or paid for incomplete work while this Agreement is suspended.
- d. Except as otherwise provided above, Grantee shall be paid the retainage associated with the work, provided Grantee has completed the work and submits an invoice for retainage held in accordance with the invoicing procedures under this Agreement.

12. Insurance.

- a. Insurance Requirements for Sub-Grantees and/or Subcontractors. The Grantee shall require its sub-grantees and/or subcontractors, if any, to maintain insurance coverage of such types and with such terms and limits as described in this Agreement. The Grantee shall require all its sub-grantees and/or subcontractors, if any, to make compliance with the insurance requirements of this Agreement a condition of all contracts that are related to this Agreement. Sub-grantees and/or subcontractors must provide proof of insurance upon request.
- b. Deductibles. The Department shall be exempt from, and in no way liable for, any sums of money representing a deductible in any insurance policy. The payment of such deductible shall be the sole responsibility of the Grantee providing such insurance.
- c. Proof of Insurance. Upon execution of this Agreement, Grantee shall provide Department documentation demonstrating the existence and amount for each type of applicable insurance coverage *prior to* performance of any work under this Agreement. Upon receipt of written request from Department, Grantee shall furnish Department with proof of applicable insurance coverage by standard form certificates of insurance, a self-insured authorization, or other certification of self-insurance.
- d. Duty to Maintain Coverage. In the event that any applicable coverage is cancelled by the insurer for any reason, or if Grantee cannot get adequate coverage, Grantee shall immediately notify Department of such cancellation and shall obtain adequate replacement coverage conforming to the requirements herein and provide proof of such replacement coverage within ten (10) days after the cancellation of coverage.
- e. Insurance Trust. If the Grantee's insurance is provided through an insurance trust, the Grantee shall instead add the Department of Environmental Protection, its employees, and officers as an additional covered party everywhere the Agreement requires them to be added as an additional insured.

13. Termination.

- a. Termination for Convenience. When it is in the State's best interest, Department may, at its sole discretion, terminate the Agreement in whole or in part by giving 30 days' written notice to Grantee. The Department shall notify Grantee of the termination for convenience with instructions as to the effective date of termination or the specific stage of work at which the Agreement is to be terminated. The Grantee must submit all invoices for work to be paid under this Agreement within thirty (30) days of the effective date of termination. The Department shall not pay any invoices received after thirty (30) days of the effective date of termination.
- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or
 - iv. An action by Grantee under any state insolvency or similar law for the purpose of its bankruptcy, reorganization, or liquidation.

16. Suspension of Work.

The Department may, in its sole discretion, suspend any or all activities under the Agreement, at any time, when it is in the best interest of the State to do so. The Department shall provide Grantee written notice outlining the particulars of suspension. Examples of reasons for suspension include, but are not limited to, budgetary constraints, declaration of emergency, or other such circumstances. After receiving a suspension notice, Grantee shall comply with the notice. Within 90 days, or any longer period agreed to by the parties, Department shall either: (1) issue a notice authorizing resumption of work, at which time activity shall resume; or (2) terminate the Agreement. If the Agreement is terminated after 30 days of suspension, the notice of suspension shall be deemed to satisfy the thirty (30) days' notice required for a notice of termination for convenience. Suspension of work shall not entitle Grantee to any additional compensation.

17. Force Majeure.

The Grantee shall not be responsible for delay resulting from its failure to perform if neither the fault nor the negligence of Grantee or its employees or agents contributed to the delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires, floods, or other similar cause wholly beyond Grantee's control, or for any of the foregoing that affect subcontractors or suppliers if no alternate source of supply is available to Grantee. In case of any delay Grantee believes is excusable, Grantee shall notify Department in writing of the delay or potential delay and describe the cause of the delay either (1) within ten days after the cause that creates or will create the delay first arose, if Grantee could reasonably foresee that a delay could occur as a result; or (2) if delay is not reasonably foreseeable, within five days after the date Grantee first had reason to believe that a delay could result. **THE FOREGOING SHALL CONSTITUTE THE GRANTEE'S SOLE REMEDY OR EXCUSE WITH RESPECT TO DELAY.** Providing notice in strict accordance with this paragraph is a condition precedent to such remedy. No claim for damages, other than for an extension of time, shall be asserted against Department. The Grantee shall not be entitled to an increase in the Agreement price or payment of any kind from Department for direct, indirect, consequential, impact or other costs, expenses or damages, including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, interference, or hindrance from any cause whatsoever. If performance is suspended or delayed, in whole or in part, due to any of the causes described in this paragraph, after the causes have ceased to exist Grantee shall perform at no increased cost, unless Department determines, in its sole

discretion, that the delay will significantly impair the value of the Agreement to Department, in which case Department may: (1) accept allocated performance or deliveries from Grantee, provided that Grantee grants preferential treatment to Department with respect to products subjected to allocation; (2) contract with other sources (without recourse to and by Grantee for the related costs and expenses) to replace all or part of the products or services that are the subject of the delay, which purchases may be deducted from the Agreement quantity; or (3) terminate Agreement in whole or in part.

18. Indemnification.

- a. The Grantee shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless Department and its officers, agents, and employees, from suits, actions, damages, and costs of every name and description arising from or relating to:
 - i. personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Grantee, its agents, employees, partners, or subcontractors; provided, however, that Grantee shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of Department;
 - ii. the Grantee's breach of this Agreement or the negligent acts or omissions of Grantee.
- b. The Grantee's obligations under the preceding paragraph with respect to any legal action are contingent upon Department giving Grantee: (1) written notice of any action or threatened action; (2) the opportunity to take over and settle or defend any such action at Grantee's sole expense; and (3) assistance in defending the action at Grantee's sole expense. The Grantee shall not be liable for any cost, expense, or compromise incurred or made by Department in any legal action without Grantee's prior written consent, which shall not be unreasonably withheld.
- c. Notwithstanding sections a. and b. above, the following is the sole indemnification provision that applies to Grantees that are governmental entities: Each party hereto agrees that it shall be solely responsible for the negligent or wrongful acts of its employees and agents. However, nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of section 768.28, F.S. Further, nothing herein shall be construed as consent by a state agency or subdivision of the State to be sued by third parties in any matter arising out of any contract or this Agreement.
- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
 - i. Public Entity Crime. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may

not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

- ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
- iii. **Antitrust Violator Vendors.** A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
- iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

23. Compliance with Federal, State and Local Laws.

- a. The Grantee and all its agents shall comply with all federal, state and local regulations, including, but not limited to, nondiscrimination, wages, social security, workers' compensation, licenses, and registration requirements. The Grantee shall include this provision in all subcontracts issued as a result of this Agreement.
- b. No person, on the grounds of race, creed, color, religion, national origin, age, gender, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this Agreement.
- c. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- d. Any dispute concerning performance of the Agreement shall be processed as described herein. Jurisdiction for any damages arising under the terms of the Agreement will be in the courts of the State, and venue will be in the Second Judicial Circuit, in and for Leon County. Except as otherwise provided by law, the parties agree to be responsible for their own attorney fees incurred in connection with disputes arising under the terms of this Agreement.

24. Build America, Buy America Act (BABA) - Infrastructure Projects with Federal Funding.

This provision does not apply to Agreements that are wholly funded by Coronavirus State and Local Fiscal Recovery Funds under the American Rescue Plan Act. Also, this provision does not apply where there is a valid waiver in place. However, the provision may apply to funds expended before the waiver or after expiration of the waiver.

If applicable, Recipients or Subrecipients of an award of Federal financial assistance from a program for infrastructure are required to comply with the Build America, Buy America Act (BABA), including the following provisions:

- a. All iron and steel used in the project are produced in the United States--this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
- b. All manufactured products used in the project are produced in the United States--this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and

- c. All construction materials are manufactured in the United States-this means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

25. Investing in America

Grantees of an award for construction projects in whole or in part by the Bipartisan Infrastructure Law or the Inflation Reduction Act, including the following provision:

- a. Signage Requirements

- a. Investing in America Emblem: The recipient will ensure that a sign is placed at construction sites supported in whole or in part by this award displaying the official Investing in America emblem and must identify the project as a “project funded by President Biden’s Bipartisan Infrastructure Law” or “project funded by President Biden’s Inflation Reduction Act” as applicable. The sign must be placed at construction sites in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

- The recipient will ensure compliance with the guidelines and design specifications provided by EPA for using the official Investing in America emblem available at:

- <https://www.epa.gov/invest/investing-america-signage>.

- b. Procuring Signs: Consistent with section 6002 of RCRA, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Investing in America emblem or EPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

26. Scrutinized Companies.

- a. Grantee certifies that it is not on the Scrutinized Companies that Boycott Israel List or engaged in a boycott of Israel. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.
- b. If this Agreement is for more than one million dollars, the Grantee certifies that it is also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in section 287.135, F.S. Pursuant to section 287.135, F.S., the Department may immediately terminate this Agreement at its sole option if the Grantee is found to have submitted a false certification; or if the Grantee is placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.
- c. As provided in subsection 287.135(8), F.S., if federal law ceases to authorize these contracting prohibitions, then they shall become inoperative.

27. Lobbying and Integrity.

The Grantee agrees that no funds received by it under this Agreement will be expended for the purpose of lobbying the Legislature or a State agency pursuant to section 216.347, F.S., except that pursuant to the requirements of section 287.058(6), F.S., during the term of any executed agreement between Grantee and the State, Grantee may lobby the executive or legislative branch concerning the scope of services, performance, term, or compensation regarding that agreement. The Grantee shall comply with sections 11.062 and 216.347, F.S.

28. Record Keeping.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during

the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

29. Audits.

- a. Inspector General. The Grantee understands its duty, pursuant to section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. Physical Access and Inspection. Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. Special Audit Requirements. The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/fsaa>.
- d. Proof of Transactions. In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. No Commingling of Funds. The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of money demanded by Department. Interest on any refund shall be calculated based on the prevailing rate used by the State Board of Administration. Interest shall be calculated from the date(s) the

original payment(s) are received from Department by Grantee to the date repayment is made by Grantee to Department.

- ii. In the event that the Grantee recovers costs, incurred under this Agreement and reimbursed by Department, from another source(s), Grantee shall reimburse Department for all recovered funds originally provided under this Agreement and interest shall be charged for those recovered costs as calculated on from the date(s) the payment(s) are recovered by Grantee to the date repayment is made to Department.
- iii. Notwithstanding the requirements of this section, the above restrictions on commingling funds do not apply to agreements where payments are made purely on a cost reimbursement basis.

30. Conflict of Interest.

The Grantee covenants that it presently has no interest and shall not acquire any interest which would conflict in any manner or degree with the performance of services required.

31. Independent Contractor.

The Grantee is an independent contractor and is not an employee or agent of Department.

32. Subcontracting.

- a. Unless otherwise specified in the Special Terms and Conditions, all services contracted for are to be performed solely by Grantee.
- b. The Department may, for cause, require the replacement of any Grantee employee, subcontractor, or agent. For cause, includes, but is not limited to, technical or training qualifications, quality of work, change in security status, or non-compliance with an applicable Department policy or other requirement.
- c. The Department may, for cause, deny access to Department's secure information or any facility by any Grantee employee, subcontractor, or agent.
- d. The Department's actions under paragraphs b. or c. shall not relieve Grantee of its obligation to perform all work in compliance with the Agreement. The Grantee shall be responsible for the payment of all monies due under any subcontract. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any subcontract and Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under any subcontract.
- e. The Department will not deny Grantee's employees, subcontractors, or agents access to meetings within the Department's facilities, unless the basis of Department's denial is safety or security considerations.
- f. The Department supports diversity in its procurement program and requests that all subcontracting opportunities afforded by this Agreement embrace diversity enthusiastically. The award of subcontracts should reflect the full diversity of the citizens of the State. A list of minority-owned firms that could be offered subcontracting opportunities may be obtained by contacting the Office of Supplier Diversity at (850) 487-0915.
- g. The Grantee shall not be liable for any excess costs for a failure to perform, if the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is completely beyond the control of both Grantee and the subcontractor(s), and without the fault or negligence of either, unless the subcontracted products or services were obtainable from other sources in sufficient time for Grantee to meet the required delivery schedule.

33. Guarantee of Parent Company.

If Grantee is a subsidiary of another corporation or other business entity, Grantee asserts that its parent company will guarantee all of the obligations of Grantee for purposes of fulfilling the obligations of Agreement. In the event Grantee is sold during the period the Agreement is in effect, Grantee agrees that it will be a requirement of sale that the new parent company guarantee all of the obligations of Grantee.

34. Survival.

The respective obligations of the parties, which by their nature would continue beyond the termination or expiration of this Agreement, including without limitation, the obligations regarding confidentiality, proprietary interests, and public records, shall survive termination, cancellation, or expiration of this Agreement.

35. Third Parties.

The Department shall not be deemed to assume any liability for the acts, failures to act or negligence of Grantee, its agents, servants, and employees, nor shall Grantee disclaim its own negligence to Department or any third party. This Agreement does not and is not intended to confer any rights or remedies upon any person other than the parties. If Department consents to a subcontract, Grantee will specifically disclose that this Agreement does not create any third-party rights. Further, no third parties shall rely upon any of the rights and obligations created under this Agreement.

36. Severability.

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

37. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

38. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

39. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

40. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. 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.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Terms and Conditions
AGREEMENT NO. LPA0673**

ATTACHMENT 2

These Special Terms and Conditions shall be read together with general terms outlined in the Standard Terms and Conditions, Attachment 1. Where in conflict, these more specific terms shall apply.

1. Scope of Work.

The Project funded under this Agreement is Port Orange – Sewer Force Main River Crossing. The Project is defined in more detail in Attachment 3, Grant Work Plan.

2. Duration.

- a. Reimbursement Period. The reimbursement period for this Agreement begins on July 1, 2023 and ends at the expiration of the Agreement.
- b. Extensions. There are extensions available for this Project.
- c. Service Periods. Additional service periods are not authorized under this Agreement.

3. Payment Provisions.

- a. Compensation. This is a cost reimbursement Agreement. The Grantee shall be compensated under this Agreement as described in Attachment 3.
- b. Invoicing. Invoicing will occur as indicated in Attachment 3.
- c. Advance Pay. Advance Pay is not authorized under this Agreement.

4. Cost Eligible for Reimbursement or Matching Requirements.

Reimbursement for costs or availability for costs to meet matching requirements shall be limited to the following budget categories, as defined in the Reference Guide for State Expenditures, as indicated:

<u>Reimbursement</u>	<u>Match</u>	<u>Category</u>
☐	☐	Salaries/Wages
		Overhead/Indirect/General and Administrative Costs:
☐	☐	a. Fringe Benefits, N/A.
☐	☐	b. Indirect Costs, N/A.
☒	☐	Contractual (Subcontractors)
☐	☐	Travel, in accordance with Section 112, F.S.
☐	☐	Equipment
☐	☐	Rental/Lease of Equipment
☐	☐	Miscellaneous/Other Expenses
☐	☐	Land Acquisition

5. Equipment Purchase.

No Equipment purchases shall be funded under this Agreement.

6. Land Acquisition.

There will be no Land Acquisitions funded under this Agreement.

7. Match Requirements

There is no match required on the part of the Grantee under this Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy

maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

a. Commercial General Liability Insurance.

The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.

b. Commercial Automobile Insurance.

If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage

c. Workers' Compensation and Employer's Liability Coverage.

The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.

d. Other Insurance. None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

Retainage is permitted under this Agreement. Retainage may be up to a maximum of 10% of the total amount of the Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and return PUR 1808 before contract execution] If Contractor is a common carrier pursuant to section

908.111(1)(a), Florida Statutes, the Department will terminate this contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

- b. Applicable to solicitations for a common carrier – Before contract execution, the winning Contractor(s) must fill out and return PUR 1808, and attest that it is not willfully providing any service in furtherance of transporting a person into this state knowing that the person unlawfully present in the United States according to the terms of the federal Immigration and Nationality Act, 8 U.S.C. ss. 1101 et seq. The Department will terminate a contract immediately if Contractor is found to be in violation of the law or the attestation in PUR 1808.

15. Additional Terms.

None.

Any terms added here must be approved by the Office of General Counsel.

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Port Orange – Sewer Force Main River Crossing

PROJECT LOCATION: The Project will be located in the City of Port Orange within Volusia County; Lat/Long (29.1463, -80.9795).

PROJECT BACKGROUND: The City of Port Orange (Grantee) utility extends east of the Halifax River to the barrier island to provide service to the neighboring communities of Ponce Inlet, Daytona Beach Shores, and unincorporated Wilbur by the Sea. The City provides sewer services through a single 20-inch pipeline that extends under the river. This ductile iron pipe was installed over 30 years ago (1986). There is no secondary service line. Recent breaks of this line on the mainland caused concern for the condition of this infrastructure. The Grantee needs to install a second force main under the river to provide more reliable and redundant service, ensure sufficient capacity for new customers, and reduce the environmental concerns of breaks, which are challenging to solve under the river. In future phases, once the second line is installed the Grantee plans to clean and line the existing pipeline to serve as a backup.

PROJECT DESCRIPTION: The Grantee will install approximately 4,000 feet of 24-inch high-density polyethylene (HDPE) force main by directional drill across both the east and west side of the Halifax River. Approximately 200 feet of 20-inch PVC force main will be installed by open cut on either side of the river and will be used to connect the 24-inch HDPE force main to the existing system. Additionally, approximately 1,800 feet of 20-inch HDPE force main will be installed along Seabird Island by open cut as part of the river crossing. Approximately 300 feet of 4-inch PVC and HDPE force main will be installed, using both open cut and directional drill methodologies, to tie into the existing lift station on the island. Sod replacement, driveway, roadway, and right-of-way repair, including concrete, asphalt, dirt, and gravel replacement in kind will be required at all disturbed areas.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Construction

Deliverables: The Grantee will construct approximately 4,000 feet of 24-inch HDPE force main by directional drill in accordance with the construction contract documents. The Grantee will submit through the Department's GIS web-interface data collection tool, parcel-level data identifying collection system extensions, lift stations, any parcels connected to sewer, and the parcels where sewer has been made available for connection but not yet connected along with associated grant information.

Documentation: The Grantee will submit: 1) a copy of the final design; 2) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 3) a signed Engineer's Certification of Payment Request.

For the final documentation, the Grantee will also submit: 4) An email from the Department's GIS web-interface data collection tool, confirming that data for the project has been submitted.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Construction	Contractual Services	\$2,500,000	07/01/2023	03/31/2026
Total:			\$2,500,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. 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 and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.

f. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:

Telephone: (850) 245-2118
Email: public.services@floridadep.gov
Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,000 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <https://sam.gov/content/assistance-listings>.

Attachment 5

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

Attachment 5

3 of 6

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2023-2024	37.039	Statewide Water Quality Restoration Projects - LI 1705A	\$2,500,000.00	140047
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$2,500,000.00	
-------------	----------------	--

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [<https://sam.gov/content/assistance-listings>] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.

² Subject to change by Change Order.

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit A
Progress Report Form**

DEP Agreement No.:	LPA0673
Project Title:	Port Orange - Sewer Force Main River Crossing
Grantee Name:	City of Port Orange
Grantee's Grant Manager:	Jonathan McKinney
Reporting Period:	Select Quarter - Select Year

Provide the following information for all tasks identified in the Grant Work Plan:

Summarize the work completed within each task for the reporting period, provide an update on the estimated completion date for each task, and identify any anticipated delays or problems encountered. Use the format provided below and use as many pages as necessary to cover all tasks. Each quarterly progress report is due no later than twenty (20) days following the completion of the quarterly reporting period.

Task 1: Construction

- **Progress for this reporting period:**
- **Identify delays or problems encountered:**

Completion Status for Tasks

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% ☐, 60% ☐, 90% ☐, 100% ☐

Permitting (Completed): Yes ☐, No ☐

Construction (Estimated): _____ %

Local Contributions

For Springs grant agreements with local contributions, a summary of the local contributions will be required in the Final Quarterly Progress Report. Provide a brief summary below of the local contribution amounts that have been used toward the project.

Summary of local contributions:

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager
(Original Ink or Digital Timestamp)

Date

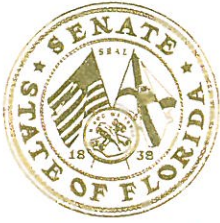
**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

**Exhibit C
Payment Request Summary Form**

The **Payment Request Summary Form** for this grant can be found on our website at this link:

<https://floridadep.gov/wra/wra/documents/payment-request-summary-form>

Please use the most current form found on the website, linked above, for each payment request.



SENATOR TOM A. WRIGHT
14th District

THE FLORIDA SENATE

Tallahassee, Florida 32399-1100

COMMITTEES:

Military and Veterans Affairs, Space, and
Domestic Security, *Chair*
Appropriations Subcommittee on Criminal and Civil
Justice, *Vice Chair*
Commerce and Tourism, *Vice Chair*
Appropriations Subcommittee on Transportation,
Tourism, and Economic Development
Children, Families, and Elder Affairs
Finance and Tax
Transportation

March 14, 2022

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

Dear Wayne,

I am happy to inform you that your appropriation request for \$750,000 has been approved by the Florida Legislature in the 2022 – 2023 Florida Budget. I know this funding is going to be put to great use by your organization and look forward to seeing the positive benefit it has on our community.

The budget will now be sent to the Governor's desk and upon his signature becomes effective on July 1, 2022. Following the signature of the Governor on the bill, my office will be reaching out to set up a date for the presentation of a check.

Once again, I am incredibly proud to bring this critical funding home to our beloved communities and look forward to the effects it will have. Should you have any questions on the budget or your specific appropriation, please reach out to my Legislative Assistant Amanda Wheeler at 850-487-5014.

Respectfully,

Tom A. Wright

REPLY TO:

- ☐ 4606 Clyde Morris Blvd., Suite 2-J, Port Orange, Florida 32129 (386) 304-7630
- ☐ 320 Senate Building, 404 South Monroe Street, Tallahassee, Florida 32399-1100 (850) 487-5014

Senate's Website: www.flsenate.gov

WILTON SIMPSON
President of the Senate

AARON BEAN
President Pro Tempore



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 12/5/2023

SUBJECT: (F17) Second Reading - Ordinance No. 2023-11 - Amending Chapter 2 Administration - Finance - Payments for Utilities

DEPARTMENT: Finance

GOAL: 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve second reading of Ordinance No. 2023-11.

SUMMARY: In 2022, Raftelis Financial Consultants, Inc. was contracted to provide utility rates and other municipal fee reviews to include the water, sewer, and sewage disposal systems to determine the rates necessary to effectively update and maintain City utilities. Raftelis presented its analysis and fee recommendations to the Council throughout the fall of 2022 and spring of 2023 at numerous workshops. They also reviewed the ordinances for the payment of the water, wastewater, and reclaimed utility systems. The proposed amendments to the Code of Ordinances Chapter 2 relate to late payment fees, delinquent account fees, increase of the city manager's authority to credit a customer's account and authorizing the ability to waive a late fee, and establishing the framework for payment plans.

These changes to the water, sewer, and reclaimed utility fees adhere to all other applicable state statutes and best practices of water, sewer and reclaimed utilities among municipal governments.

Summary of Proposed Amendments:

Section 2-240. Utility Billing, delinquent accounts, liens, and adjustments.

a. Late fees are currently set at \$10.00, no matter the outstanding bill. The recommendation is to update the late fee from the \$10.00 flat fee to a fee of \$10.00 or 3%, whichever is greater. This will encourage utility customers with larger outstanding bills to pay their utility bills on time. This should reduce the amount of time that staff spends calling customers after the due date to encourage them to pay prior to disconnection from service.

b. Change the disconnect fee to a delinquent fee. Staff is forced to go out to customer meters on multiple occasions to perform disconnections and by changing the term, whether staff does or does not disconnect the water meter, the fee is still applicable. This may occur when the meter cannot be disconnected due to an

obstruction preventing staff from disconnecting the meter.

c. Clarification that tenants are responsible for their utility accounts/bills, and the landowner is not responsible for the obligations of the tenant. However, if there is a transfer of ownership of the property, the new landowner is responsible for any outstanding utility bills and liens.

d. Increase the city manager's authority to credit a customer's utility account from \$50.00 to \$100.00. This provides more flexibility to make necessary adjustments to the current three circumstances listed below for which the city manager may credit accounts.

1. Billing error
2. Transposing numbers when a customer makes a payment.
3. The customer pays the prior month's utility bill, resulting in a late fee.

e. Authorization for the city manager to credit a customer's penalty and/or delinquent fee, provided the customer has a record of no late payments in a twelve-month period. This gives the city manager the ability to waive the penalty and/or delinquent fee for certain situations that the customer might not have been able to avoid and provides the customer service staff with more flexibility to assist a customer who might have a hardship or unavoidable situation, who is unable to pay their bill in a timely manner.

f. Payment plans. Clarifies and memorializes how staff currently handle payment arrangements. It creates the eligibility by which a customer may request payment arrangements and the administrative fees involved. The change will also increase the payment plan limit from twelve months to no more than thirty-six months in length.

PRESENTER: John McKinney

ATTACHMENTS:

1.	Ord. No. 2023-11- Ch. 2 Amendment re Utility Billing and Payment Plans MJrev11.7.23	Ord. No. 2023-11- Ch. 2 Amendment re Utility Billing and Payment Plans MJrev11.7.23.pdf
2.	BIE - Ord. No. 2023-11	BIE - Ord. No. 2023-11.pdf

Tracee Cody

Created/Initiated - 11/13/2023

ORDINANCE NO. 2023-11

AN ORDINANCE OF THE CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA, AMENDING CHAPTER 2, ARTICLE VI, SECTION 2-240 RELATED TO PAYMENTS FOR UTILITIES TO REVISE THE LATE PAYMENT PENALTY, ESTABLISH A DELINQUENT FEE, AND EXPAND THE AUTHORITY OF THE CITY MANAGER TO MAKE UTILITY BILLING ADJUSTMENTS; ESTABLISHING A NEW SECTION 2-242 AUTHORIZING DELINQUENT ACCOUNT PAYMENT PLANS; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SCRIVENERS ERRORS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes the need for an efficient and uniform operation regarding billing for utilities and other miscellaneous services provided by the City of Port Orange; 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 AS FOLLOWS:

SECTION 1: The City Council of the City of Port Orange, Florida hereby amends Chapter 2, Article VI, Section 2-240 to read as follows:

Sec. 2-240. Utility billing, delinquent accounts, liens and adjustments.

- (a) Except as otherwise provided in this Code, bills for city services shall be rendered monthly and shall be due within 20 days of the bill date. A \$10.00 or 3%, whichever is greater, penalty shall be assessed on all bills paid later than 10 days after the due date. A delinquent fee, as established by resolution, shall be assessed on all bills paid later than 20 days after the due date.

- (b) If the fees, rates or charges for city services billed to the owner of property served by such city services are not paid as and when due and remain unpaid for 20 days or more after the due date, any unpaid balance thereof, together with interest at the rate of one percent per month on the entire past due balance, from the due date, shall be a lien on any lands or premises affected or served thereby. Such liens shall be superior and paramount to the interest in such lands or premises of any owner, lessee, tenant, mortgagee or other person, except the lien of state, county and municipal taxes, and shall be on a parity with the lien of such state, county and municipal taxes. If the city files a lien or files a satisfaction of lien the owner shall pay the costs of lien processing established by Volusia County and an administrative fee, as established by resolution. If any such fee, rate or charge is not paid as and when due and is in default for 25 days or more, the unpaid balance thereof and all interest accrued thereon, together with a collection fee, as established by resolution, may be referred to a collection agency. If any such fee, rate or charge is not paid as and when due and is in default for 20 days or more, the unpaid balance thereof and all interest accrued thereon, together with attorneys' fees and costs, may be recovered and such liens may be foreclosed by the city in the manner provided by the laws of the state for foreclosure of mortgages on real property.
- (c) The lien against property owners billed annually on the non-ad valorem assessment bill shall be enforced for failure to pay, through the same manner as a levy and ad valorem tax sale. In the event of such action, the city or its agents shall be entitled to recover all court costs and reasonable attorney fees for such collection.
- (d) In the case that a tenant in possession of any premises or buildings shall pay such charges, it shall relieve the land owner from such obligation and lien; but the city shall not be required to ~~look to~~ enforce payment from any person whatsoever other than the owner of the affected property ~~for the payment of such charges~~. No changes of ownership or occupation shall affect the application of this article, and the failure of any owner to learn that he or she acquired property against which a lien for utility fees exists shall in no way affect his or her responsibility for such payment.
- (e) In addition to any other remedies or penalties provided by this or any other ordinance of the city, failure of any user of city utilities within the city to pay such charges promptly when due shall subject such user to

discontinuance of utility services where the charges have accrued, without notice to the occupants of such premises, and the service shall not be reconnected until the amount owed is paid in full to the city by cash, money order, cashier's check or credit card.

- (f) *Utility billing adjustment credits.* Adjustment credits may be issued by the city pursuant to this subsection. Such credits shall be reviewed and approved by the finance director or his or her designee.
- (1) Swimming pool fill. A reduction to a customer's sewer charges shall be authorized up to twice in any twelve-month period for swimming pool fills under the following circumstances:
- a. The actual consumption for the fill is documented by meter readings conducted by city staff before and after the fill takes place. ~~The city shall assess a service charge established by the rate resolution if field work is required to conduct the pre- and post-meter readings; or~~
 - b. The swimming pool fill is documented with the presentation of a certification from a pool installer or repairman on the company's letterhead detailing the date of installation or repair and an estimate of the amount of water added to the pool. The certification shall be reviewed against the actual metered consumption so that the customer's adjusted sewer billing is not less than the average monthly billing over the previous 12 months.
- (2) Leaks. A customer shall be eligible for a credit as the result of a leak up to twice in any 12 month period under the following circumstances:
- a. If the leak occurs either between the meter or the backflow device and the customer's house or inside the house, the customer shall be eligible for a credit against the sewer charges upon presentation of sufficient verification of the leak. Water leakage must not have entered the sewer system in order to be eligible for the credit. Credit cannot reduce sewer charges lower than the average monthly billing for sewer usage during the previous 12 months, and said credit shall apply to up to two billing cycles within any twelve-month period. Acceptable verification shall consist of a bill or letter from a plumber on the company's

letterhead describing the type and location of the leak, receipts for repair materials or photos. If the leak is originally identified by a city employee, the employee's statement may be substituted for the plumber's verification. If the leak is discovered and repaired by the property owner, then the owner shall submit documentation evidencing the leak detection and repair in a format acceptable to the city in order to be eligible for an adjustment.

b. If the leak occurs at the meter or between the meter and a backflow device, the customer will be eligible for a credit against both the water and sewer charges upon presentation of sufficient verification as described above.

- (3) Extraordinary consumption. If a customer's monthly consumption exceeds the average reading from the previous 12 months by 300 percent or more and the following month returns to the average consumption of the previous 12 months, the customer shall be eligible for a credit against the sewer charges as provided for leaks in subsection (f) above. Such credit shall be granted following a second month's billing after the extraordinary consumption to verify that the reading is a one-time event. If the one-time extraordinary consumption event spans two billing cycles, the adjustment shall be applied proportionally to each of the two billing cycles.

- (4) Administrative adjustment. The city manager or his or her designee is authorized to credit a customer's monthly utility account up to \$100.00 ~~\$50.00~~ in any twelve-month period under the following circumstances:

- a. The adjustment is warranted due to a billing error made by the city.
- b. The customer inadvertently transposes one or more numbers while making a payment.
- c. The customer inadvertently pays the previous month's statement balance resulting in a late payment penalty.

d. To offset a penalty and/or delinquent fee, upon request, provided the customer has a record of no late payments in the twelve-month period immediately preceding the request.

SECTION 2: The City Council of the City of Port Orange, Florida hereby establishes Chapter 2, Article VI, Section 2-242 which shall read as follows:

Section 2-242. – Payment plans.

Payment Arrangements and Responsibility. The city shall offer payment arrangements, over a period not to exceed thirty-six (36) months, for eligible owners of real property of a single-family residence served by city utilities having a delinquent utility account, for the purpose of acquiring or reacquiring water service to an encumbered property. The eligibility requirements, criteria, contents of the form agreement, and administrative fees shall be established by resolution of the city council and subject to the following:

- (a) Applicants shall be the owner of record of the encumbered real property.
- (b) The city manager or their designee shall have the authority to review applications for payment arrangements for delinquent accounts and enter into said payment arrangements.
- (c) If the application is denied, the applicant may appeal to the city council for review of the city manager's or their designee's determination. Any appeal shall be filed in writing with the city clerk's office within 30 days after the date of the city manager's or their designee's decision.
- (d) Applications for payment arrangements will not be considered if received within twelve (12) months of a previously completed payment arrangement. Furthermore, if a payment arrangement is not successfully completed, an applicant may not apply for another payment arrangement for at least twelve (12) months from the date of default of the initial payment arrangement.

SECTION 3. Specific authority is hereby granted to codify and incorporate this ordinance in the existing Code of Ordinances of the City of Port Orange.

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

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

SECTION 6. Scrivener's Errors. Typographical errors and other matters of a similar nature that do not affect the intent of this Resolution, as determined by the City Clerk and City Attorney, may be corrected.

SECTION 7. This ordinance amendment shall take effect upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Robin L. Fenwick, MMC, City Clerk

Passed on first reading on the _____ day of _____, 2023.

Passed and adopted on second and final reading on the _____ day of _____, 2023.

Reviewed and Approved: _____
Matthew J. Jones, City Attorney



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

Ord. No. 2023-11 - Amending Ch. 74, Sec. 2-240 Related to Utility Billing and Establishing Sec. 2-241 Creating a Delinquent Payment Plan Framework.

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is **not** required by state law¹ for the proposed ordinance, but the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☒ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The proposed ordinance relates to procurement; or
- ☐ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

Utility Payment Process and Delinquent Payment Plan (see Agenda Summary for more detail).

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

None.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

The late fee for utility billing is changing from \$10 to \$10 or 3% whichever is greater.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

Fees expected to cover costs of processing shut-offs, liens and other administrative costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Only those businesses that do not pay utility bill on time will be impacted.

4. Additional information the governing body deems useful² (if any):

These changes are generally applicable to all customers (individuals and businesses alike). The ordinance also sets forth a payment plan for those property owners that get behind on utilities payments, and gives the City Manager greater authority to waive late fees for those who have a good payment history.

² You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the local Chamber of Commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 12/5/2023

SUBJECT: (F18) Second Reading - Ordinance No. 2023-16 - Land Development Code Amendment/Chapter 21 - Update to City Impact Fees (Case No. DCAM-23-0001)

DEPARTMENT: Community Development

GOAL: 2 - Infrastructure, 5 - Fiscal Sustainability

RECOMMENDED MOTION: Move to approve Ordinance No. 2023-16.

SUMMARY: PLANNING COMMISSION ACTION (4/27/23): Recommended Approval (6 - 0)

At its February 28, 2023, workshop, the City Council directed staff to proceed with the steps necessary to adjust the City Impact Fees based on the rates proposed in the Municipal Impact Fee Studies prepared by Raftelis Financial Consultants, Inc. (Raftelis). The Raftelis studies serve as the data and analysis for the LDC Code Amendment to implement the changes to the current Fire, Transportation, and Parks and Recreation Impact Fees and to create a Police Impact Fee. Impact fees are charges assessed on new development to help pay for public infrastructure required to accommodate the new development. Impact fees are either charged at the issuance of a building permit or before the issuance of the Certificate of Occupancy for a building. The Fire, Transportation, and Parks and Recreation Impact Fees were last updated in 2005/2006.

City staff have met with and discussed the proposed changes to the Fire, Transportation, and Parks and Recreation Impact Fees and the new Police Impact Fee with the Volusia Building Industry Association (VBIA), Volusia County Association of Responsible Development (VCARD), and the Port Orange/South Daytona Chamber of Commerce.

Impact fees are generally calculated by taking a Land Use Category (Single-Family, Multi-Family, Commercial, Office, Assisted Living Facility, etc.) and establishing a cost that a factor/multiplier (square footage, rooms, beds, dwellings, etc.) for a Land Use category will have on city services. For example, impact fees for commercial uses are calculated based on the square footage of the building, an assisted living facility is calculated based on the number of beds, and a single-family home is calculated based on a dwelling unit.

The following is a summary of the revisions or updates to Chapter 21 of the Land Development Code based on the studies prepared by Raftelis.

-
- The recommended increases to the Fire, Transportation, and Parks and Recreation Impact Fees will be phased in over four years to comply with current impact fee legislation. According to the Florida Statute, an increase to the current impact fee rate that exceeds 25 percent but is not more than 50 percent of the current rate must be implemented in four equal installments beginning with the date the increased fee is adopted. The proposed increases to the impact fee rates are not more than 50 percent of the current impact fee rates.
 - Establish the recommended Impact Fee schedule for all impact fee categories (Fire/Rescue, Transportation, Recreation, and Police) over the next four (4) years.
 - Fire/Rescue Impact Fee: Implementation of recommended Land Use categories and factors/multipliers (rooms, dwellings, beds, or 1,000 Sq. Ft.) to calculate the impact fee. The code currently includes just two Land Use Categories (Residential and Non-Residential), and they do not account for the diverse range of impacts on city fire and rescue services needed for the variety of modern uses being developed. The categories have been updated to reflect a full range of Land Uses, such as Single-Family, Multi-Family, Industrial/Manufacturing, Hotel, Recreational, Institutional, Office Building, Retail, and Assisted Living Facility. The proposed changes better account for the impact various types of new commercial or residential uses have on City fire services and meet the City's needs in providing the necessary capital improvements for new growth.
 - Parks and Recreation Impact Fee: Implement the recommended increase to the Parks and Recreation Impact Fee to fund capital improvements, including purchasing additional land for parks, new facilities, and expansion of parks and recreation services as required for new growth. The Parks and Recreation Impact Fee only applies to Residential Uses (Single-Family/Mobile Home, Multi-family, Duplex/Townhomes).
 - Transportation Impact Fee: Implement recommended Land Use categories and factors/multipliers (rooms, dwellings, beds, or 1,000 Sq. Ft.) to calculate the impact fee. The proposed Land Use categories and factors/multipliers have been updated to reflect more diverse current Land Uses, so the impact fee collected captures the impact a new development has on the City's transportation infrastructure and meets the City's needs in providing the necessary capital improvements to the City's roadway network for new growth.
 - Police Impact Fee: Establish the new recommended Police Impact Fee that will apply to both new residential and commercial uses and fund capital improvements (facilities and additional vehicles) to expand the police force to serve new development. The City does not currently charge a Police Impact Fee. Land Use Categories proposed are based on the categories used for the Fire Impact Fee. The proposed Land Use Categories and factors/multipliers account for the impact various types of new commercial or residential uses have on the city police service and meet the City's needs in providing the necessary capital improvements for new growth.

The attached ordinance incorporates the updated fees and recommended changes to Land Use categories, removes redundant, out-of-date, and inconsistent provisions in Chapter 21, and ensures compliance with state law. The Florida Impact Fee Act requires that the new schedule that includes an increase is not in effect until 90 days

after adoption by the local government. The date the updated Impact Fee schedule will be effective is March 11, 2024.

PRESENTER: Tim Burman

ATTACHMENTS:

1.	Ord. No. 2023-16 - Impact Fee Ord	Ord. No. 2023-16 - Impact Fee Ord.pdf
2.	2023 Port Orange Parks, Police and Fire Impact Fees Report - Final	2023 Port Orange Parks, Police and Fire Impact Fees Report - Final.pdf
3.	2023 Port Orange Transportation Impact Fee Report Revised - Final	2023 Port Orange Transportation Impact Fee Report Revised - Final.pdf
4.	Business Impact Estimate Form - Ord. 2023-16	Business Impact Estimate Form - Ord. 2023-16.pdf

Tracee Cody

Created/Initiated - 11/13/2023

ORDINANCE NO. 2023-16

AN ORDINANCE OF CITY OF PORT ORANGE, VOLUSIA COUNTY, FLORIDA AMENDING AND CONSOLIDATING CERTAIN PROVISIONS OF CHAPTER 21 OF THE CITY'S LAND DEVELOPMENT CODE RELATED TO IMPACT FEES IMPOSED BY THE CITY OTHER THAN WATER AND SEWER DEVELOPMENT FEES; PROVIDING FOR UNIFORMITY AND CONSISTENCY OF IMPACT FEE ADMINISTRATION AND PROCEDURES; PROVIDING FOR REORGANIZATION, REVISIONS, ADDITIONS AND DELETIONS TO EFFECTUATE CONSOLIDATION OF THE IMPACT FEE CODE PROVISIONS; ADOPTING UPDATED SCHEDULES OF FIRE/RESCUE IMPACT FEES, TRANSPORTATION IMPACT FEES, AND PARKS AND RECREATION IMPACT FEES; PROVIDING FOR THE IMPOSITION OF POLICE IMPACT FEES; ADOPTING A SCHEDULE OF POLICE IMPACT FEES AND CLASSIFYING USES OF PROPERTY SUBJECT TO SUCH IMPACT FEES; PROVIDING DEFINITIONS, RULES OF CONSTRUCTION AND FINDINGS; PROVIDING FOR THE USE OF IMPACT FEE MONIES COLLECTED; PROVIDING FOR EXEMPTIONS IN CONNECTION WITH IMPACT FEES; PROVIDING FOR THE CALCULATION OF ALTERNATIVE IMPACT FEES; PROVIDING FOR CHANGES OF SIZE AND USE; PROVIDING FOR PAYMENT AND COLLECTION OF IMPACT FEES; PROVIDING FOR IMPACT FEE CREDITS; REQUIRING PERIODIC REVIEW OF IMPACT FEE STUDIES AND THIS ORDINANCE; DECLARATION OF EXCLUSION FROM THE ADMINISTRATIVE PROCEDURE ACT; PROVIDING FOR NOTICE OF THE UPDATED SCHEDULES OF FIRE/RESCUE IMPACT FEES, TRANSPORTATION IMPACT FEES, AND PARKS AND RECREATION IMPACT FEES AND FOR THE IMPOSITION OF POLICE IMPACT FEES; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 21 of the Land Development Code (the "Impact Fee Ordinance") of the City of Port Orange, Florida (the "City") provides for the imposition of various impact fees to fund the acquisition of public facilities necessitated by new growth and development; and

WHEREAS, the City Council has considered the studies recently prepared by Raftelis Financial Consultants, Inc. related to updating the City's existing fire/rescue, transportation and recreation impact fees, and implementing a new police impact fee; and

WHEREAS, this Ordinance is adopted for purposes of (i) updating the City's fire/rescue, transportation and recreation impact fees, (ii) establishing new police impact fees, and (iii) consolidating the administrative and procedural provisions of Chapter 21 into a single comprehensive ordinance providing for uniform and consistent administration procedures for all impact fees imposed thereunder; and

WHEREAS, the provisions of this Ordinance shall not apply to water and sewer development fees, the governing provisions for which are currently codified in Article IV, Chapter 21 of the City's Land Development Code.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF PORT ORANGE, FLORIDA, THAT:

Section 1: Effective as of April 1, 2024, Articles I, II and III of Chapter 21 of the Land Development Code are hereby amended and restated in their entirety as follows:

**CHAPTER 21
IMPACT FEES AND PROPORTIONATE FAIR SHARE**

ARTICLE I: GENERAL PROVISIONS

Section 1: Short title; applicability; purpose.

(a) This Chapter shall be known and may be cited as the "City of Port Orange, Florida Consolidated Impact Fee Ordinance."

(b) This Chapter shall apply to the development of property within the boundaries of the City. This Article shall apply to the payment of Impact Fees imposed upon Impact Construction under Article II of this Chapter.

(c) The purpose of this Chapter is to provide for the imposition and collection of impact fees to fund the public facilities necessary to serve the demands of new development and to require that future growth contributes its fair share to the cost of additions and improvements to city facilities in amounts reasonably anticipated to offset the impacts and demands generated by such growth. This cost does not include costs associated with operation, maintenance or repair of City facilities, or increases to standards or levels of service unrelated to meeting the impacts and demands of new growth and development.

Section 2: Definitions.

When used in Articles I and II of this Chapter, the following terms shall have the following meanings, unless the context clearly requires otherwise:

"Accessory Use or Structure" means any use or structure, clearly incidental, subordinate and related to the principal use or structure and located on the same lot with such principal use or structure. The term shall include but not be limited to satellite dish antennas, windmills, solar energy equipment, detached garages and carports, above-grade swimming pools and utility sheds.

"Apartment" shall mean a rental Dwelling Unit located within the same Building as other Dwelling Units.

"Applicant" shall mean the Owner, or duly designated agent of the Owner, who applies for a Building Permit.

"Building" shall mean any relatively permanent, immobile structure with an impervious roof built for the support, shelter or enclosure of persons, animals, chattels or property of any kind. The term "building" shall be construed as if followed by the words "or part thereof." This term shall not include temporary construction sheds or trailers erected to assist in construction and maintained during the term of construction.

"Building Permit" shall mean an official document or certificate issued by the City, under the authority of ordinance or law, authorizing the construction or siting of any Building. "Building Permit" shall also include site plan approvals, or other development orders for those activities, structures, or Buildings that do not require a Building Permit in order to be undertaken.

"Capital Facilities" shall mean City facilities, improvements, infrastructure and equipment for which Impact Fees are imposed hereunder.

"Certificate of Occupancy" shall mean a document or action certifying compliance with applicable building, land development, or zoning laws and regulations, and authorizing the occupancy of any Building, or parts thereof. The term "Certificate of Occupancy" shall include, but not be limited to, Certificates of Completion or other final inspection sign-off for those structures or Buildings that may not require a Certificate of Occupancy and/or any functional equivalent of a Certificate of Occupancy.

"City" shall mean the City of Port Orange, Florida.

"City Clerk" shall mean the City Clerk of the City of Port Orange, Florida.

"City Manager" shall mean the City Manager of the City of Port orange, Florida.

"Comprehensive Plan" shall mean the City's long-range planning guide prepared and adopted by the City in accordance with Part II, Chapter 163, Florida Statutes.

"Condominium" shall mean a single-family or time-sharing ownership unit that has at least one other similar unit within the same building structure. The term Condominium includes all fee simple or titled multi-unit structures, excluding Townhomes and Duplexes.

"Council" shall mean the City Council of the City of Port Orange, Florida.

"Dwelling Unit" shall mean a single housing unit providing complete, independent living facilities for one housekeeping unit, including permanent provisions for living, sleeping, eating, cooking and sanitation. The term "dwelling" is synonymous.

"Educational Board" shall mean a district school board, a Florida College System institution board of trustees, and/or a university board of trustees. The term "Educational Board" does not include the State Board of Education or the Board of Governors.

"Encumbered" shall mean a commitment by contract, appropriation or purchase order in a manner that obligates the City to expend the Encumbered amount upon delivery of goods, the rendering of services or the conveyance of real property by a vendor, supplier, contractor or Owner or approval of the expenditure of funds in an approved budget, including expenditures for payment of debt service on municipal bonds or other debt obligations of the City secured in whole or in part by the Impact Fees contemplated hereunder.

"Finance Director" shall mean the Finance Director of the City of Port Orange, Florida.

"Governmental Use" shall mean and refer to the use of property exclusively for public purposes by, and which property is owned or leased by, the United States of America or any agency thereof, a sovereign state or nation, the State of Florida or any agency thereof, a county, a special district, a school district, or a municipal corporation, or any department or branch thereof.

"Impact Construction" shall mean land construction or improvement designed or intended to permit a use of the land which will contain more Dwelling Units, Buildings or Square Footage than the existing use of land, or to otherwise change the use of the land in a manner that increases the impact upon Capital Facilities.

"Impact Fee Coordinator" shall mean the City Manager.

"Impact Fee Land Use Category" shall mean those categories of land use incorporated in the Impact Fee Rate Schedules hereunder and further described in the Impact Fee Studies.

"Impact Fees" shall mean collectively the impact fees imposed by the City pursuant to this Article and Sections 163.31801 and 166.021, Florida Statutes.

"Impact Fee Studies" shall mean, collectively, the "2023 Municipal Impact Fee Study" dated June 19, 2023 and the "Transportation Impact Fee Study Update" dated June 2023, each prepared by Raftelis Financial Consultants, Inc., as such studies may amended and supplemented from time to time.

"Industrial" shall mean an establishment primarily engaged in the fabrication, assembly or processing of goods. Typical uses include manufacturing plants, welding shops, wholesale bakeries, dry cleaning plants, bottling works and research and development centers.

"Institutional" shall mean an establishment or use which is assigned a Florida Department of Revenue property use code of "70" through "79," indicative of

institutional use. Typical uses include private schools, private hospitals, orphanages, cemeteries, sanitoriums and nursing homes.

"Manufactured Dwelling" means a dwelling fabricated in a manufacturing facility and bearing a seal certifying it is constructed to standards as adopted under the authority of Chapter 553, pt. IV, Florida Statutes, and any administrative rules adopted thereunder.

"Mobile Home" shall mean a Dwelling Unit with all of the following characteristics: (1) designed for long term occupancy, and containing sleeping accommodations, a flush toilet, a tub or shower bath, and kitchen facilities, with plumbing and electrical connections provided for attachment to outside systems; (2) designed for transportation after fabrication on streets or highways on its own wheels; and (3) arriving at the site where it is to be occupied as a dwelling complete, including major appliances, and ready for occupancy except for minor and incidental unpacking and assembly operations, location on jacks or other temporary or permanent foundations, connection to utilities and the like. The term "Mobile Home" shall include Manufactured Dwellings. A travel trailer or recreational vehicle (RV) is not considered a Mobile Home.

"Multi-Family Residential" shall mean Dwelling Units located within the same Building as other Dwelling Units, including Apartments and Condominiums but excluding Townhomes and Duplexes.

"Office Building" shall mean a Building not located in a shopping center and exclusively containing establishments providing executive, management, administrative or professional services, and which may include ancillary services for office workers, such as a restaurant, coffee shop, newspaper or candy stand, or childcare facilities. Typical uses include real estate, insurance, property management, investment, employment, travel, advertising, secretarial, data processing, telephone answering, telephone marketing, music, radio and television recording and broadcasting studios; professional or consulting services in the fields of law, architecture, design, engineering, accounting and similar professions; interior decorating consulting services; medical and dental offices and clinics, including veterinarian clinics and kennels; and business offices of private companies, utility companies, trade associations, unions and nonprofit organizations.

"Ordinance" shall mean this Ordinance.

"Owner" shall mean any person, group of persons, firm, corporation or other legal entity having legal title to any specific lands in question.

"Person" shall mean any individual, corporation, governmental agency, business trust, estate, trust, partnership, association, property owners' association, two (2) or more persons having a joint or common interest, governmental agency, or other legal entity.

"Single-Family Residential" means a Building containing only one Dwelling Unit, detached or attached.

"Square Footage" shall mean the gross area measured in feet from the exterior faces of exterior walls or other exterior boundaries of the Building, excluding areas within the interior of the Building which are used for parking.

"Townhomes and Duplexes" shall mean Dwelling Units located within the same Building as other Dwelling Units, provided that there are no more than three (3) Dwelling Units in the Building. Any development consisting of more than three (3) Dwelling Units shall constitute Multi-Family Residential land use for purposes of this Chapter.

"Warehouse" shall mean an establishment primarily engaged in the display, storage and sale of goods to other firms for resale, activities involving significant movement and storage of products or equipment, and self-storage facilities. Typical uses include wholesale distributors, storage warehouses, moving and storage firms, trucking and shipping operations, major mail processing centers and mini-warehouses.

Section 3: Findings.

It is hereby ascertained, determined and declared as follows:

(a) Pursuant to Article VIII, Section 2 of the Florida Constitution and Sections 166.021 and 166.041, Florida Statutes, the Council has all governmental, corporate and proprietary power to conduct municipal government, perform municipal functions and render municipal services, and may exercise any power for municipal purposes, except when expressly prohibited by law, and such power may be exercised by the enactment of legislation in the form of City ordinances.

(b) Development and redevelopment necessitated by the growth contemplated in the Comprehensive Plan and the Impact Fee Studies will require improvements and additions to the Capital Facilities to accommodate the new development generated by such growth and maintain the standards and levels of service provided by the City.

(c) Future growth, as represented by Impact Construction, should contribute its fair share to the cost of improvements and additions to the City facilities that are required to accommodate the impact generated by such growth.

(d) The Impact Fees are necessary to offset the costs to the City associated with meeting the necessary public service and facility demand created by projected new residential and non-residential development or redevelopment.

(e) The amount of the Impact Fees contemplated hereunder bears a reasonable relationship to the burden imposed upon the City to provide the new public facilities addressed in the Impact Fee Studies to new development.

(f) A reasonable connection, or rational nexus, exists between the projected new development and the need for additional public facilities to be funded by the Impact Fees.

(g) A reasonable connection, or rational nexus, exists between the expenditure of the funds collected pursuant to this Chapter and the benefits accruing to new development through the new capital facilities acquired by such expenditure.

(h) The Impact Fees adopted hereunder are proportional and reasonably connected to, or have a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or nonresidential construction.

(i) The Impact Fees adopted hereunder are proportional and reasonably connected to, or have a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential construction.

(j) The required improvements and additions to City facilities needed to eliminate any deficiencies shall be financed by revenue sources of the City other than Impact Fees.

(k) Implementation of the Impact Fees to require Impact Construction within the City to contribute its fair share to the cost of required capital improvements is an integral and vital element of the regulatory plan of growth management of the City.

(l) The Council expressly finds that the improvements and additions to the City facilities to be funded by the respective Impact Fees imposed hereunder provide a benefit to all Impact Construction within the City that is in excess of the amount of the Impact Fees.

(m) The purpose of this Chapter is to regulate the development of land within the City by requiring payment of Impact Fees by Impact Construction and to provide for the cost of capital improvements to City facilities which are required to accommodate such growth. This Chapter shall not be construed to permit the collection of Impact Fees in excess of the amount reasonably anticipated to offset the demand on the Capital Facilities generated by such applicable Impact Construction.

(n) This Chapter includes procedures for accounting and reporting of impact fee collections and expenditures in order to assure compliance with applicable legal requirements.

(o) This Chapter establishes and requires separate accounting funds for the respective Impact Fees adopted hereunder.

(p) This Chapter requires audits of the City's financial statements to include an affidavit of the Finance Director stating that the requirements of Section 163.31801, Florida Statutes, have been complied with.

(q) The administrative fees set forth herein are equal to or lower than the City's actual costs for collection of the Impact Fee including the actual costs related to the administration and the collection process.

Section 4: Impact fee studies.

The Council hereby incorporates the Impact Fee Studies by reference, particularly the assumptions, conclusions and findings in such studies as to the allocation of anticipated costs of capital improvements and additions to the respective City facilities among the various property uses and those assumptions, conclusions and findings in such studies as to the determination of anticipated costs of additions required to accommodate growth. Copies of the Impact Fee Studies and this Ordinance shall be available to the public in the office of the City Clerk.

Section 5: Exemptions.

The following shall be exempted from payment of the Impact Fees adopted in this Chapter:

(a) Alterations, expansion or replacement of an existing Dwelling Unit (including a Mobile Home) where no additional Dwelling Units are created.

(b) The construction of Accessory Uses or Structures, which will not create an additional impact on the respective Capital Facilities.

(c) The replacement of a Building or Dwelling Unit where no additional Dwelling Units or Square Footage are created and where the existing and replacement Buildings or Dwelling Units are located on the same lot.

(d) Replacement of a Building or Dwelling Unit which does not increase the impact upon the City's Capital Facilities.

(e) All public educational and ancillary plants constructed by an Educational Board, to the extent such exemption is required by Section 1013.371(1)(a), Florida Statutes, or any successor statute or law.

(f) Charter school facilities, to the extent such exemption is required by Section 1002.33(18)(d), Florida Statutes, or any successor statute or law.

(g) Affordable housing properties developed and owned by any housing authority established by the City.

(h) Governmental Use. However, any Impact Fee exemption issued for a Governmental Use shall expire if an alteration causes the Building or development to no longer be for Governmental Use.

(i) Lots or parcels for which an Impact Fee has been paid or a developer contribution credit has been shall be exempt from the payment of such Impact Fees except in the event that a change in size or use justifies payment of an additional Impact Fee as provided in Section 6.

(j) The determination as to the applicability of exemptions hereunder shall be guided by any generally accepted standard source for planning and cost impact analysis.

Section 6: Changes of size and use.

An Impact Fee shall be imposed and calculated for the alteration, expansion or replacement of a Building or Dwelling Unit or the construction of an Accessory Use or Structure if the alteration, expansion or replacement of the Building or Dwelling Unit or the construction of an Accessory Use or Structure results in a land use determined to generate greater impact than the present use under the applicable Impact Fee rate schedules adopted in this Chapter. The Impact Fee imposed shall be calculated as follows:

(a) If the Impact Fee is calculated on a per Dwelling Unit basis and not on the basis of Square Footage, the Impact Fee imposed shall be the amount due under the applicable Impact Fee rate schedule for the Impact Fee Land Use Category resulting from the alteration, expansion or replacement, less the Impact Fee that would have been imposed under the applicable Impact Fee rate schedule for the Impact Fee Land Use Category prior to the alteration, expansion or replacement.

(b) If the Impact Fee is calculated on the basis of Square Footage, in the event the Square Footage of a Building is increased, the Impact Fee due for the increased Square Footage represented by the Impact Construction shall be calculated by determining the Impact Fee due according to the Square Footage resulting from the alteration, expansion or replacement, less the Impact Fee that would have been imposed for the original Square Footage prior to the alteration, expansion or replacement.

(c) If the use of a Building is changed after payment of the Impact Fee which results in a change in the applicable Impact Fee Land Use Category of the Building and such change is determined to generate a greater impact than the present use, the additional Impact Fee due for the change in use shall be calculated by determining the Impact Fee due according to the Square Footage of the Building under the new Impact Fee Land Use Category less the Impact Fee that was imposed for the Square Footage of the Building under the original Impact Fee Land Use Category.

(d) If an Impact Fee is imposed for an Accessory Use or Structure because such Accessory Use or Structure is determined to generate a greater impact than the present use, the fee shall be that applicable to the Impact Fee Land Use Category for the primary Building.

(e) The determination as to whether a change in size or use requires payment of an Impact Fee hereunder shall be guided by any generally accepted standard source for planning and cost impact analysis.

Section 7: Payment.

(a) An Applicant shall pay the applicable Impact Fee(s) adopted in this Ordinance directly to the City prior to the issuance of a Temporary Certificate of Occupancy, Certificate of Occupancy, or Letter of Completion, whichever is applicable. Payment of the Impact Fees shall be a condition precedent to issuance of a Temporary Certificate of Occupancy, Certificate of Occupancy, or Letter of Completion, except for Fire Impact Fee(s) which shall be paid by the Applicant prior to Building Permit Issuance.

(b) The payment of the Impact Fees shall be in addition to all other fees, charges or assessments due for the issuance of a Building Permit, Certificate of Occupancy, plat and/or any other applicable land development approvals.

(c) The obligation for payment of the Impact Fees shall run with the land.

(d) In the event an Impact Fee is paid by check, draft or other form of negotiable instrument, and such instrument does not clear, issuance of the Certificate of Occupancy associated with the payment of such Impact Fee shall be suspended and the City Manager shall send the appropriate suspension notice to the feepayer by certified mail. In the event such Impact Fee, together with any charges for funds not clearing, are not paid within ten business days following the mailing of such notice, the Certificate of Occupancy shall not be issued until such time as the Impact Fee is paid and the funds clear.

Section 8: Alternative impact fee.

(a) In the event an Owner believes that the impact to the City facilities caused by proposed Impact Construction will be less than the impact established in the Impact Fee Studies and the Impact Fee Rates Schedules provided herein, such Owner may file an alternative Impact Fee Study with the Impact Fee Coordinator. The Owner shall, at the time the alternative impact fee study is submitted, pay to the City six percent of the amount of the impact fee identified on the fee schedule for the most nearly comparable type of land use up to a maximum of \$2,000.00. These funds shall be used for review and processing the study. This amount shall not be credited against the impact fee payment. The Impact Fee Coordinator shall review the alternative calculations and make a determination within thirty (30) days of submittal as to whether such calculations comply with the requirements of this Section.

(b) For purposes of any alternative Impact Fee calculation, the Impact Construction shall be presumed to have the maximum impact on City facilities.

(c) The alternative Impact Fee calculation shall be based on data, information or assumptions contained in this Article and the Impact Fee Studies or independent sources, provided that the independent source is a local study supported by local data adequate for the conclusions contained in such study performed pursuant to a generally accepted methodology of planning and local cost impact analysis which is consistent with the Impact Fee Studies.

(d) If the Impact Fee Coordinator determines that the data, information and assumptions utilized by the applicant comply with the requirements of this Section and that the calculation of the Alternative Impact Fee was by a generally accepted methodology that is consistent with the Impact Fee Study, then the alternative Impact Fee shall be paid in lieu of the fees adopted hereunder.

(e) If the Impact Fee Coordinator determines that the data, information and assumptions utilized by the applicant to compute an Alternative Impact Fee do not comply with the requirements of this Section, then the Impact Fee Coordinator shall provide to the Owner by certified mail, return receipt requested, written notification of the rejection and the reasons therefore.

Section 9: Applicability.

Effective April 1, 2024, at 12:00 A.M. City of Port Orange Impact Fees will change. Fee schedule changes will affect new construction and additions. The Impact Fee components that will change are: Parks and Recreation, Transportation, Police, and Fire Rescue. All completed Building Permit applications received after 11:59 P.M. on March 31, 2024, will be subject to the new Impact Fee rates.

Section 10: Developer contribution credit.

(a) A credit shall be granted against the respective Impact Fees imposed hereunder for the donation of land or equipment or for the construction of capital facilities for the City otherwise funded by an Impact Fee, required pursuant to a development order of the City or voluntarily made in connection with an Impact Construction. Such land donation and construction and improvement shall be subject to approval by and acceptance of the Council. No credit shall be given for the donation of land or equipment or construction unless such property is conveyed in fee simple to the City without remuneration.

(a) Prior to payment of the Impact Fee, the Applicant shall submit a proposed plan for donations or contributions to the Capital Facilities to the Impact Fee Coordinator. The proposed plan shall include:

(1) a designation of the Impact Construction for which the plan is being submitted;

(2) a legal description of any land proposed to be donated and a written appraisal prepared in conformity with Subsection (c) of this Section;

(3) a list of the contemplated contributions to the Capital Facilities and an estimate of the proposed construction costs certified by a professional architect or engineer; and

(4) a proposed time schedule for completion of the proposed plan.

(b) Upon receipt of the proposed plan, the Impact Fee Coordinator shall determine:

(1) if such proposed plan is in conformity with contemplated improvements and additions to the Capital Facilities;

(2) if the proposed donation of land or equipment or proposed construction is consistent with the public interest; and

(3) if the proposed time schedule is consistent with the City's capital improvement program for the Capital Facilities.

(c) The amount of developer contribution credit shall be determined as follows:

(1) The value of donated land shall be based upon a written appraisal of fair market value as determined by an M.A.I. Appraiser who was selected and paid for by the Applicant, and who used generally accepted appraisal techniques. If the appraisal does not conform to the requirements of this Article and the applicable administrative regulations, the appraisal shall be corrected and resubmitted. In the event the Impact Fee Coordinator accepts the methodology of the appraisal but disagrees with the appraised value, he may engage another M.A.I. Appraiser at the City's expense and the value shall be an amount equal to the average of the two appraisals. If either party does not accept the average of the two appraisals, a third appraisal shall be obtained, with the cost of said third appraisal being shared equally by the City and the Owner or Applicant. The third appraiser shall be selected by the first two appraisers and the third appraisal shall be binding on the parties.

(2) The actual cost of construction to the Capital Facilities shall be certified by a professional architect or engineer. The credited amount shall applied be on a dollar-for-dollar basis at fair market value, based on the appraisal process above, to reduce the Impact Fee collected for the class of Capital Facilities or Impact Construction for which the contribution was made; provided, however, in no event shall any credit be granted in excess of the actual cost of construction.

(3) The land donations and construction contributions shall only provide improvements or additions to the respective Capital Facilities required to accommodate growth.

(d) The decision of the Impact Fee Coordinator as to whether to accept the proposed plan of conveyance or construction shall be in writing and issued

within sixty (60) days of receipt of the proposed plan from the Applicant. A copy shall be provided to the Applicant and Owner.

(e) If a proposed plan is approved for credit, the Applicant or Owner and the City shall enter into a credit agreement which shall provide for the parties' obligations and responsibilities, including, but not limited to:

(1) The timing of actions to be taken by the Applicant and the obligations and responsibilities of the Applicant, including, but not limited to, the construction standards and requirements to be complied with;

(2) The obligations and responsibilities of the City including, but not limited to, inspection of the project; and

(3) The amount of the credit as determined in accordance with Subsection (c) of this Section.

(f) A credit for the donation of land or a credit for the construction of an improvement or addition to the Capital Facilities shall be granted at such time as the credit agreement is approved and executed by both the City and the Applicant or Owner, subject to review and approval by the City Attorney; provided, however, that the amount of an impact fee credit for construction of improvements shall not be deemed final until the actual costs of construction have been certified by an architect or engineer. In the event the Applicant or Owner fails to convey the property, which is the subject of the donation to the City or such property is not ultimately accepted by the City in accordance with the terms of the credit agreement, then the credit for donation shall be revoked and all Impact Fees shall immediately become due and payable. The administration of said contribution credits shall be the responsibility of the Impact Fee Coordinator.

(g) Any Applicant or Owner who submits a proposed plan pursuant to this Section and desires the immediate issuance of a Certificate of Occupancy prior to approval of the proposed plan shall pay the Impact Fees prior to the issuance of the Certificate of Occupancy. Any difference between the amount paid and the amount due, should the Impact Fee Coordinator approve and accept the proposed plan, shall be refunded to the Applicant or Owner.

(h) Credits provided pursuant to this Section are assignable and transferable from one Impact Construction to another. Notice of any such transfers shall be filed with the Community Development Department at the time of, or before, the issuance of a Certificate of Occupancy, Temporary Certificate of Occupancy, or Letter of Completion on a form provided by the City..

(i) If an Impact Fee is increased, the holder of any credits which were in existence before the increase, is entitled to the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established.

Section 11: Review hearings.

(a) An Applicant or Owner who is required to pay Impact Fees pursuant to this Article shall have the right to request a review hearing before the Council.

(b) Such hearing shall be limited to the review of the following:

(1) The application or calculation of the appropriate Impact Fees pursuant to this Article.

(2) The rejection of an alternative Impact Fee calculation pursuant to Section 8 of this Article.

(3) Denial of an exemption pursuant to Section 5 of this Article.

(4) Any dispute concerning an application for credits pursuant to Section 10 of this Article.

(c) Except as otherwise provided in this Article, such hearing shall be requested by the Applicant or Owner within thirty (30) days of the written notice of the event sought to be reviewed. Failure to request a hearing within such period or as soon thereafter as reasonably possible shall constitute a waiver of the right to a review hearing, unless otherwise approved by the Council.

(d) The request for hearing shall be filed with the Impact Fee Coordinator and shall contain the following:

(1) The name and address of the Applicant or Owner;

(2) The legal description of the property in question;

(3) If issued, the date the Building Permit and Certificate of Occupancy were issued;

(4) A brief description of the nature of the construction being undertaken pursuant to the Building Permit;

(5) If paid, the date the Impact Fee was paid; and

(6) A statement of the reasons why the Applicant or Owner is requesting the hearing.

(e) Upon receipt of such request, a hearing shall be scheduled before the Council at a regularly scheduled meeting or a special meeting called for the purpose of conducting the hearing and shall provide the Applicant and Owner written notice of the time and place of the hearing. Such hearing shall be held within sixty (60) days of the date the request for hearing was filed.

(f) Such hearing shall be conducted in a manner designed to obtain all information and evidence relevant to the requested hearing. Formal rules of civil procedure and evidence shall not be applicable; however, the hearing shall be conducted in a fair and impartial manner with each party having an opportunity to be heard and to present information and evidence. A determination shall be

in writing and issued within thirty (30) days of the hearing to the Applicant and Owner.

(g) Any Applicant or Owner who requests a hearing pursuant to this Section and desires the immediate issuance of a Building Permit, or if a Building Permit has been issued without the payment of the Impact Fee, shall pay prior to or at the time the request for hearing is filed, the applicable Impact Fee. Said payment shall be deemed paid "under protest" and shall not be construed as a waiver of any review rights.

(h) An Applicant or Owner may request a hearing under this Section without paying the applicable Impact Fee, but no Building Permit shall be issued until all Impact Fees are paid in the amount initially calculated or the amount approved upon completion of the review provided in this Section.

(i) The City may retain up to 2.0% of all Impact Fees received or the actual costs of collection, whichever is less, as an administrative fee to defray all costs of collection relating to the Impact Fees. The amount of the City's reasonable administrative costs in connection with the collection and administration of these funds shall be documented as part of the City's annual budget process. Any funds retained by the City to offset the City's reasonable administrative costs in connection with the collection and administration of said funds shall be placed in a separate city account which account shall be used solely for administrative expenses incurred by the City in the collection and administration of funds collected from the Impact Fees.

Section 12: Review requirement; audits.

(a) This Chapter and the Impact Fee Studies shall be reviewed by the Council at least once every four (4) years. The initial and each subsequent review shall include but not be limited to all components of the Impact Fee Studies accepted in Section 4 of this Article. The purpose of this review is to ensure that the respective Impact Fees do not exceed the reasonably anticipated costs associated with the improvements and additions necessary to offset the demand generated by the Impact Construction on the respective Capital Facilities. In the event the required review of this Chapter alters or changes the assumptions, conclusions and findings of the Impact Fee Studies adopted by reference in Section 4 of this Article or alters or changes the amount or classification of the Impact Fee, the respective Impact Fee Study shall be amended, supplemented, and/or updated to reflect the assumptions, conclusions and findings of such reviews and Section 4 of this Article shall be amended to adopt by reference such updated study.

(b) Audits of the City's financial statements which are performed by a certified public accountant pursuant to Section 218.39, Florida Statutes, and submitted to the Auditor General shall include an affidavit signed by the Finance Director stating that the City has complied with the requirements of Section

163.31801, Florida Statutes, and that to the best of his or her knowledge, all Impact Fees were collected and expended by the City in full compliance with the spending period provisions of this Article and funds were expended from each impact fee trust account established herein only to acquire, construct or improve specific infrastructure needs.

Section 13: Declaration of exclusion from administrative procedures act.

Nothing contained in this Article shall be construed or interpreted to include the City in the definition of Agency as contained in Section 120.52, Florida Statutes, or to otherwise subject the City to the application of the Administrative Procedure Act, Chapter 120, Florida Statutes. This declaration of intent and exclusion shall apply to all proceedings taken as a result of or pursuant to this Chapter.

Section 14: Notice.

(a) Upon adoption of this Chapter or any ordinance amending this Chapter imposing new Impact Fees, increased Impact Fee rates or revising the Impact Fee Land Use Categories, the City shall publish notice of the effective date of such ordinance and the Impact Fees contemplated thereunder once in a newspaper of general circulation which notice shall include: (1) a brief and general description of the applicable Impact Fee; (2) the Impact Fee Rates to be imposed for each Impact Fee Land Use Category for the applicable Impact Fee; and (3) the date of implementation of the Impact Fee rates set forth in the notice, which date shall be no sooner than ninety (90) calendar days after the date of publication of the notice.

(b) On or prior to the date of such publication, the notice of Impact Fees shall also be posted in the following locations:

- (1) On the City website.
- (2) On the City Hall Notice Board.

(3) In a conspicuous place near the public counters in the following offices and departments: the Office of the City Clerk, the Building Department and the Planning and Zoning Department.

Section 15: Impact fees as additional or supplemental requirement.

The payment of Impact Fees is additional and supplemental to, and not in substitution of, any other requirements imposed by the City or any other governmental agency on the development or redevelopment of real property or the issuance of a Building Permit, and an Owner or Applicant may be required to pay, pursuant to other ordinances, regulations or policies of the City or any other governmental agency, other fees and/or charges in addition to the Impact Fees

contemplated hereunder. Nothing herein shall be construed as a guarantee of adequate public facilities at the time of development of any particular property.

Section 16: Effect of impact fees on zoning and land development regulations.

The provisions of this Chapter shall not affect, in any manner, the permissible use of the property, density of development, design and improvement standards and requirements, or any other aspect of the development of land or provision of public improvements subject to the land development regulations or other regulations of the City, which shall be operative and remain in full force and effect without limitation with respect to all such development.

Section 17: Collection of fees when not paid by inadvertence; liens.

If the Impact Fees are not paid as required by this Article prior to or on the date of the issuance of a Building Permit because of mistake, inadvertence or any other reason, the City shall proceed to collect the Impact Fees as follows:

(a) The City shall serve, by certified mail, return receipt requested, an Impact Fee statement notice upon the Applicant and the Owner at the address appearing on the most recent records maintained by the Property Appraiser of Volusia County. The City also shall attach a copy of the Impact Fee statement notice to the Building Permit posted at the affected construction site if all or a portion of the Building is under construction. Service of the Impact Fee statement notice shall be deemed effective on the date the return receipt indicates the notice was received by either the Applicant or the Owner or the date said notice was attached to the Building Permit, whichever occurs first.

(b) The Impact Fee statement notice shall contain the legal description of the property and shall advise the Applicant and the Owner as follows:

(1) The amount due and the general purpose for which the Impact Fee was imposed.

(2) That the Impact Fee shall be delinquent if not paid and received by the City within 60 calendar days of the date the Impact Fee statement notice is received, excluding the date of receipt, and upon becoming delinquent, shall be subject to the imposition of a delinquent fee and interest on the unpaid amount until paid;

(3) That in the event the Impact Fee becomes delinquent, a lien against the property for which the Building Permit was secured shall be recorded in the Official Records of Volusia County.

(c) The Impact Fee shall be delinquent if, within 60 calendar days from the date of the receipt of the Impact Fee statement notice by either the Applicant or the Owner, or the date said notice was attached to the Building Permit, neither the Impact Fees have been paid and received by the City, nor a hearing requested pursuant to the requirements above. In the event a hearing is

requested, the Impact Fees shall become delinquent if not paid within 30 calendar days from the date the Council determines the amount of Impact Fees due upon the conclusion of such hearing. Said time periods shall be calculated on a calendar day basis, including Sundays and legal holidays, but excluding the date of the earliest receipt of said Impact Fee statement notice or the hearing date of the Council's decision in the event of an appeal. In the event the last day falls on a Sunday or legal holiday, the last due date prior to becoming delinquent shall be the next business day. Upon becoming delinquent, a delinquency fee equal to ten percent of the total Impact Fee imposed shall be assessed. Such total Impact Fee, plus delinquency fee, shall bear interest at the statutory rate for final judgments calculated on a calendar day basis, until paid.

(d) Should the Impact Fee become delinquent, the City shall serve, by certified mail return receipt requested, a "notice of lien" upon the delinquent Applicant if all or a portion of the Building is under construction at the address indicated in the application for the Building Permit, and upon the delinquent Owner at the address appearing on the most recent records maintained by the Property Appraiser of Volusia County. The notice of lien shall notify the delinquent Applicant and Owner that due to their failure to pay the Impact Fee, the City shall file a claim of lien with the Clerk of the Circuit Court in and for Volusia County.

(e) Upon mailing of the notice of lien, the City shall file a claim of lien with the Clerk of the Circuit Court in and for Volusia County for recording in the Official Records of Volusia County. The claim of lien shall contain the legal description of the property, the amount of the delinquent Impact Fees and the date of their imposition. Once recorded, the claim of lien shall constitute a lien against the property described therein. The City shall proceed expeditiously to collect or otherwise enforce said lien.

(f) After the expiration of six months from the date of recording of the claim of lien, as provided herein, a suit may be filed to foreclose said lien. Such foreclosure proceedings shall be instituted, conducted and enforced in conformity with the procedures for the foreclosure of municipal special assessment liens, as set forth in Chapter 173, Florida Statutes, which provisions are hereby incorporated herein in their entirety to the same extent as if such provision were set forth herein verbatim.

(g) The liens for delinquent Impact Fees imposed hereunder shall remain liens, coequal with the lien of all state, county, district and municipal taxes, superior in dignity to all other subsequently filed liens and claims, until paid as provided herein.

(h) The collection and enforcement procedures set forth in this Section shall be cumulative with, supplemental to and in addition to, any applicable procedures provided in any other ordinances or administrative regulations of the City or any applicable law or administrative regulation of the State of Florida. Failure of the City to follow the procedure set forth in this Section shall not

constitute a waiver of its rights to proceed under any other ordinances or administrative regulations of the City or any applicable law or administrative regulation of the State of Florida.

(i) Notwithstanding anything herein to the contrary, the City may enforce collection of delinquent Impact Fees in any manner authorized by law.

Section 18: Impact Fee Refunds. Impact Fees collected pursuant to this Chapter shall be returned to the then current Owner of the property on behalf of which such fee was paid, if such fees have not been expended or Encumbered by the end of the calendar quarter immediately following the six years from the date upon which such fees were paid. Refunds shall be made only in accordance with the following procedure:

(1) The then present Owner shall petition the City for the refund within one hundred eighty (180) days following the end of the calendar quarter immediately following six years from the date on which the fee was received. Failure to submit an application for refund within such period shall constitute a waiver of any right to a refund.

(2) The petition for refund shall be submitted to the Impact Fee Coordinator and shall contain:

a. A notarized sworn statement that the petitioner is the present Owner of the property on behalf of which the Impact Fee was paid;

b. A copy of the dated receipt issued for payment of the Impact Fee or such other record as would evidence payment; and

c. A certified copy of the latest recorded deed or a copy of the most recent ad valorem tax bill.

(3) Within three (3) months from the date of receipt of a petition for refund, the Impact Fee Coordinator will advise the petitioner and the Council of the status of the Impact Fee requested for refund, and if such Impact Fee has not been expended or Encumbered within the applicable time period, then such Impact Fee shall be returned to the petitioner. For the purposes of this Section, fees collected shall be deemed to be spent or Encumbered on the basis of the first fee in shall be the first fee out.

ARTICLE II: IMPACT FEES

DIVISION 1. FIRE/RESCUE IMPACT FEE

Section 1: Definitions.

In addition to the general definitions contained in Article I of this Chapter, the following terms shall have the following meanings in the application of the Fire/Rescue Impact Fee.

"Fire/Rescue Facilities" shall mean the Buildings, land, vehicles, apparatus, and equipment used by the City Fire Department in the suppression and prevention of fires, responses to disasters and the handling of incidents involving hazardous materials.

"Fire/Rescue Impact Construction" shall mean land construction designed or intended to permit a use of the land which will contain more Dwelling Units, Buildings or Square Footage than the existing use of land, or to otherwise change the use of the land in a manner that increases the impact upon the Fire/Rescue Facilities.

"Fire/Rescue Impact Fee" shall mean the Fire/Rescue Impact Fee imposed by the City pursuant to Section 2 of this Division.

"Fire/Rescue Impact Fee Land Use Category" shall mean those categories of land use incorporated in the Fire/Rescue Impact Fee Rate Schedule in Section 2 of this Division.

"Fire/Rescue Impact Fee Study" shall mean the 2023 Municipal Impact Fee Study dated June 19, 2023, prepared by Raftelis Financial Consultants, Inc. as such study may be amended and supplemented.

Section 2: Imposition.

(a) The data set forth in the Fire/Rescue Impact Fee Study which was employed in the calculation of the Fire/Rescue Impact Fee rates adopted herein is the most recent and localized data available for the Fire/Rescue Facilities.

(b) The Council specifically finds that Fire/Rescue Facilities benefit all residents and businesses within the City and, therefore, the Fire/Rescue Impact Fee shall be imposed on all Fire/Rescue Impact Construction in all incorporated areas of the City.

(c) All Fire/Rescue Impact Construction occurring within the City for which a completed Building Permit application is submitted shall pay the following Fire/Rescue Impact Fee rates:

FIRE/RESCUE IMPACT FEE RATE SCHEDULE

<u>Land Use Category</u>	<u>Impact Unit</u>	Completed Building Permit Application Submitted between 4/1/24 and 3/31/25	Completed Building Permit Application Submitted between 4/1/25 and 3/31/26	Completed Building Permit Application Submitted between 4/1/26 and 3/31/27	Completed Building Permit Application Submitted on or after 4/1/27
Single Family Residential	Per Dwelling Unit	\$303.75	\$337.50	\$371.25	\$405.00
Multi-Family Residential	Per Dwelling Unit	\$303.75	\$337.50	\$371.25	\$405.00
Industrial/Warehousing	Per 1,000 Sq. Ft.	\$146.00	\$146.00	\$146.00	\$146.00
Hotel	Per Room	\$74.25	\$82.50	\$90.75	\$99.00
Recreational	Per 1,000 Sq. Ft.	\$225.00	\$250.00	\$275.00	\$300.00
Institutional	Per 1,000 Sq. Ft.	\$225.00	\$250.00	\$275.00	\$300.00
Office Building	Per 1,000 Sq. Ft.	\$225.00	\$250.00	\$275.00	\$300.00
Retail	Per 1,000 Sq. Ft.	\$225.00	\$250.00	\$275.00	\$300.00
Assisted Living Facility	Per Bed	\$194.00	\$214.00	\$234.00	\$254.00

(d) The land uses set forth in the rate schedule above are further described in the Fire/Rescue Impact Fee Study and as follows.

(1) Industrial/Manufacturing – Generally includes Light Industrial, Heavy Industrial, Manufacturing, Mini-warehousing, and Industrial Parks.

(2) Hotel – A place of lodging that provides sleeping accommodation. Includes suites hotel, motel, resort hotels, etc.

(3) Recreational – Generally includes cultural organization facilities, camps, clubs, lodges, union halls, tourist attractions, and exhibits.

(4) Institutional – Generally includes schools, daycares, religious facilities, medical clinics, medical office buildings, and hospitals.

(5) Office Building – This land use consists of various types of office building.

(6) Retail – Generally includes all types of retail establishments such as shopping centers, stand-alone stores, grocery stores, department stores, auto repair shops, restaurants, and several others.

(7) Assisted Living Facility – Generally consists of assisted living facilities including: senior adult housing, congregate care facilities, retirement homes, nursing homes, and similar land uses.

(e) Except as otherwise provided in this Article, the Fire/Rescue Impact Fee shall be paid directly to the City prior to the issuance of a Building Permit.

Section 3: Individual calculation of Fire/Rescue impact fees.

(a) In the event a Fire/Rescue Impact Construction involves a land use not contemplated under the Fire/Rescue Impact Fee Land Use Categories set forth in Section 2 of this Division, the Impact Fee Coordinator shall determine the impact to be generated by the proposed Fire/Rescue Impact Construction and shall calculate the appropriate Fire/Rescue Impact Fees utilizing the methodology contained in the Fire/Rescue Impact Fee Study. The Impact Fee Coordinator shall utilize as a standard in this determination the impact assumed in the most similar Fire/Rescue Impact Fee Land Use Category or any other generally accepted standard source of planning and cost impact analysis.

(a) In the event a Fire/Rescue Impact Construction involves mixed use or more than one Fire/Rescue Impact Fee Land Use Category, the Impact Fee Coordinator shall calculate the Fire/Rescue Impact Fees based upon the impact to be generated by each separate Fire/Rescue Impact Fee Land Use Category included in the proposed Fire/Rescue Impact Construction.

Section 4: Use of monies.

(a) The Council hereby creates a separate trust account for the Fire/Rescue Impact Fees, to be designated as the "Fire/Rescue Impact Fee Capital Projects Fund," which shall be established and maintained separate and apart from all other accounts of the City. All Fire/Rescue Impact Fees shall be deposited into such trust account immediately upon receipt.

(b) The monies deposited into the Fire/Rescue Impact Fee Capital Projects Fund, as established in paragraph (a) above, are hereby earmarked and shall be used solely for the purpose of acquiring, constructing or improving growth-necessitated Capital Facilities for the City Fire Department, including, but not limited to:

- (1) Land acquisition, including any cost of acquisition;
- (2) Fees for professional services, including but not limited to architecture, engineering, surveying, landscaping, soils and material testing, legal, appraisals, and construction management;
- (3) Design and construction documents;
- (4) Site development and on-site and off-site improvements incidental to construction thereto;
- (5) Any permitting or application fees necessary for the construction;

(6) Construction and design of new Fire Rescue Facilities, including related drainage facilities and relocation of utilities, and other related construction costs required to bring the facilities into service;

(7) Landscaping;

(8) Acquisition of apparatus, vehicles and equipment necessary to outfit the vehicles for their official use, or other capital equipment utilized by the City Fire Department;

(9) Repayment of monies borrowed from any budgetary fund of the City which were used to fund growth necessitated capital improvements to the Fire/Rescue Facilities as provided herein, subject to paragraph (c) below;

(10) Costs related to the administration, collection and implementation of the Fire/Rescue Impact Fee; and

(11) Payment of principal and interest, necessary reserves and costs of issuance under any bonds or other indebtedness issued by the City to provide funds to construct or acquire growth necessitated capital improvements or additions to the Fire/Rescue Facilities as provided herein, subject to paragraph (c) below; and

(12) Any other expenditures of the Fire/Rescue Impact Fee as allowed by law.

(c) Revenues generated by the Fire/Rescue Impact Fee shall not be used, in whole or in part, to pay existing debt for the Fire/Rescue Facilities or for previously approved projects related to the Fire/Rescue Facilities unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by Fire/Rescue Impact Construction.

(d) The monies deposited into the Fire/Rescue Impact Fee Capital Projects Fund shall be used solely to provide improvements or additions to the Fire/Rescue Facilities required to serve new growth as projected in the Fire/Rescue Impact Fee Study. Funds on deposit in the Fire/Rescue Impact Fee Capital Projects Fund shall not be used for any expenditure that would be classified as a maintenance or repair expense. A report will be prepared annually by the City reflecting the collection and expenditures of Fire/Rescue Impact Fees by the City during the previous year.

(e) Any Fire/Rescue Impact Fee Funds on deposit which are not immediately necessary for expenditure may be held in an interest-bearing account or invested by the City. All income derived from such interest on investments shall be deposited in the Fire/Rescue Impact Fee Capital Projects Fund and used as provided herein.

DIVISION 2. PARKS AND RECREATION IMPACT FEE

Section 1: Definitions.

In addition to the general definitions contained in Article I of this Chapter, the following terms shall have the following meanings in the application of the Parks and Recreation Impact Fee.

"Parks and Recreation Facilities" shall mean the City park, recreation and open space facilities provided by the City for use and enjoyment by the public including but not limited to active parks, passive parks, water access sites, and associated recreational facilities and buildings.

"Parks and Recreation Impact Construction" shall mean land construction designed or intended to permit a use of the land which will contain more Dwelling Units, Buildings or Square Footage than the existing use of land, or to otherwise change the use of the land in a manner that increases the impact upon the Parks and Recreation Facilities.

"Parks and Recreation Impact Fee" shall mean the Parks and Recreation Impact Fee imposed by the City pursuant to Section 2 of this Division.

"Parks and Recreation Impact Fee Land Use Category" shall mean those categories of land use incorporated in the Parks and Recreation Impact Fee Rate Schedule in Section 2 of this Division.

"Parks and Recreation Impact Fee Study" shall mean the 2023 Municipal Impact Fee Study dated June 19, 2023, prepared by Raffelis Financial Consultants, Inc. as such study may be amended and supplemented.

Section 2: Imposition.

(a) The data set forth in the Parks and Recreation Impact Fee Study which was employed in the calculation of the Parks and Recreation Impact Fee rates imposed herein is the most recent and localized data available for the Parks and Recreation Facilities.

(b) The Council specifically finds that the Parks and Recreation Facilities benefit all residents and residential properties within the City and, therefore, the Parks and Recreation Impact Fee shall be imposed on all Parks and Recreation Impact Construction in all incorporated areas of the City.

(c) All Parks and Recreation Impact Construction occurring within the City for which a completed Building Permit application is submitted shall pay the following Parks and Recreation Impact Fee rates:

PARKS AND RECREATION IMPACT FEE RATE SCHEDULE

<u>Land Use Category</u>	<u>Impact Unit</u>	Completed Building Permit Application Submitted between 4/1/24 and 3/31/25	Completed Building Permit Application Submitted between 4/1/25 and 3/31/26	Completed Building Permit Application Submitted between 4/1/26 and 3/31/27	Completed Building Permit Application Submitted on or after 4/1/27
Single Family Residential	Per Dwelling Unit	\$1,632.75	\$1,740.50	\$1,848.25	\$1,956.00
Mobile Home	Per Dwelling Unit	\$1,263.00	\$1,578.74	\$1,736.61	\$1,894.48
Townhomes and Duplexes	Per Dwelling Unit	\$1,452.50	\$1,467.00	\$1,467.00	\$1,467.00
Multi-Family Residential	Per Dwelling Unit	\$1,408.50	\$1,467.00	\$1,467.00	\$1,467.00

(d) The land uses set forth in the rate schedule above are further described in the Parks and Recreation Impact Fee Study.

(e) Except as otherwise provided in this Article, the Parks and Recreation Impact Fee shall be paid directly to the City on the date of and as a condition precedent to issuance of a Building Permit.

Section 3: Individual calculation of Parks and Recreation Impact Fees.

(a) In the event a Parks and Recreation Impact Construction involves a land use not contemplated under the Parks and Recreation Impact Fee Land Use Categories set forth in Section 2 of this Division, the Impact Fee Coordinator shall determine the impact to be generated by the proposed Parks and Recreation Impact Construction and shall calculate the appropriate Parks and Recreation Impact Fees utilizing the methodology contained in the Parks and Recreation Impact Fee Study. The Impact Fee Coordinator shall utilize as a standard in this determination the impact assumed in the most similar Parks and Recreation Impact Fee Land Use Category or any other generally accepted standard source of planning and cost impact analysis.

(b) In the event a Parks and Recreation Impact Construction involves mixed use or more than one Parks and Recreation Impact Fee Land Use Category, the Impact Fee Coordinator shall calculate the Parks and Recreation Impact Fees based upon the impact to be generated by each separate Parks and Recreation Impact Fee Land Use Category included in the proposed Parks and Recreation Impact Construction.

Section 4: Use of Monies.

(a) The Council hereby creates a separate trust account for the Parks and Recreation Impact Fees, to be designated as the "Parks and Recreation Impact Fee Fund," which shall be established and maintained separate and apart from all other accounts of the City. All Parks and Recreation Impact Fees shall be deposited into such trust account immediately upon receipt.

(b) The monies deposited into the Parks and Recreation Impact Fee Fund, as established in paragraph (a) above, are hereby earmarked and shall be used solely for the purpose of acquiring, constructing or improving growth-necessitated Capital Facilities related to parks, recreation and open space, including, but not limited to:

- (1) Land acquisition, including any cost of acquisition;
- (2) Fees for professional services, including but not limited to architecture, engineering, surveying, landscaping, soils and material testing, legal, appraisals, and construction management;
- (3) Design and construction documents;
- (4) Site development and on-site and off-site improvements incidental to construction thereto;
- (5) Any permitting or application fees necessary for the construction;
- (6) Construction and design of new Parks and Recreation Facilities, including related drainage facilities and relocation of utilities, and other related construction costs required to bring the facilities into service;
- (7) Landscaping;
- (8) Acquisition of apparatus, vehicles and equipment necessary to outfit the vehicles for their official use, or other capital equipment utilized by the City in providing Parks and Recreation Facilities;
- (9) Repayment of monies borrowed from any budgetary fund of the City which were used to fund growth necessitated capital improvements to the Parks and Recreation Facilities as provided herein, subject to paragraph (c) below;
- (10) Costs related to the administration, collection and implementation of the Parks and Recreation Impact Fee; and
- (11) Payment of principal and interest, necessary reserves and costs of issuance under any bonds or other indebtedness issued by the City to provide funds to construct or acquire growth necessitated capital improvements or additions to the Parks and Recreation Facilities System as provided herein, subject to paragraph (c) below; and
- (12) Any other expenditures of the Parks and Recreation Impact Fee as allowed by law.

(c) Revenues generated by the Parks and Recreation Impact Fee shall not be used, in whole or in part, to pay existing debt for the Parks and Recreation Facilities or for previously approved projects related to the Parks and Recreation Facilities unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by Parks and Recreation Impact Construction.

(d) The monies deposited into the Parks and Recreation Impact Fee Fund shall be used solely to provide improvements or additions to the Parks and Recreation Facilities required to serve new growth as projected in the Parks and Recreation Impact Fee Study. Funds on deposit in the Parks and Recreation Impact Fee Fund shall not be used for any expenditure that would be classified as a maintenance or repair expense. A report will be prepared annually by the City reflecting the collection and expenditures of Parks and Recreation Impact Fees by the City during the previous year.

(e) Any Parks and Recreation Impact Fee Funds on deposit which are not immediately necessary for expenditure may be held in an interest-bearing account or invested by the City. All income derived from such interest on investments shall be deposited in the Parks and Recreation Impact Fee Fund and used as provided herein.

DIVISION 3. POLICE IMPACT FEE

Section 1: Definitions.

In addition to the general definitions contained in Section 2 of Article I, the following terms shall have the following meanings in the application of the Police Impact Fee.

"Police Facilities" shall mean the Buildings, land, vehicles, apparatus and equipment used by the City Police Department in the apprehension, prevention or investigation of criminal violations or illegal actions within the City.

"Police Impact Construction" shall mean land construction designed or intended to permit a use of the land which will contain more Dwelling Units, Buildings or Square Footage than the existing use of land, or to otherwise change the use of the land in a manner that increases the impact upon the Police Facilities.

"Police Impact Fee" shall mean the Police Impact Fee imposed by the City pursuant to Section 2 of this Division.

"Police Impact Fee Land Use Category" shall mean those categories of land use incorporated in the Police Impact Fee Rate Schedule in Section 2 of this Division.

"Police Impact Fee Study" shall mean the 2023 Municipal Impact Fee Study dated June 19, 2023, prepared by Raffetis Financial Consultants, Inc. as such study may be amended and supplemented.

Section 2: Imposition.

(a) The data set forth in the Police Impact Fee Study which was employed in the calculation of the City Police Impact Fee rates adopted herein is the most recent and localized data available for the Police Facilities.

(b) The Council specifically finds that the Police Facilities benefits all residents and businesses within the City and, therefore, the Police Impact Fee shall be imposed on all Police Impact Construction in all incorporated areas of the City.

(c) All Police Impact Construction occurring within the City for which a completed Building Permit application is submitted shall pay the following Police Impact Fee rates:

POLICE IMPACT FEE RATE SCHEDULE

<u>Land Use Category</u>	<u>Impact Unit</u>	Completed Building Permit Application Submitted between 4/1/24 and 3/31/25	Completed Building Permit Application Submitted between 4/1/25 and 3/31/26	Completed Building Permit Application Submitted between 4/1/26 and 3/31/27	Completed Building Permit Application Submitted on or after 4/1/27
Single Family Residential	Per Dwelling Unit	\$526.00	\$526.00	\$526.00	\$526.00
Multi-Family Residential	Per Dwelling Unit	\$393.00	\$393.00	\$393.00	\$393.00
Industrial/Warehousing	Per 1,000 Sq. Ft.	\$139.00	\$139.00	\$139.00	\$139.00
Hotel	Per Room	\$260.00	\$260.00	\$260.00	\$260.00
Recreational	Per 1,000 Sq. Ft.	\$395.00	\$395.00	\$395.00	\$395.00
Institutional	Per 1,000 Sq. Ft.	\$399.00	\$399.00	\$399.00	\$399.00
Office Building	Per 1,000 Sq. Ft.	\$317.00	\$317.00	\$317.00	\$317.00
Retail	Per 1,000 Sq. Ft.	\$727.00	\$727.00	\$727.00	\$727.00
Assisted Living Facility	Per Bed	\$241.00	\$241.00	\$241.00	\$241.00

(d) The land uses set forth in the rate schedule above are further described in the Police Impact Fee Study and as follows:

(1) Industrial/Manufacturing – Generally includes Light Industrial, Heavy Industrial, Manufacturing, Mini-warehousing, and Industrial Parks.

(2) Hotel – A place of lodging that provides sleeping accommodation. Includes suites hotel, motel, resort hotels, etc.

(3) Recreational – Generally includes cultural organization facilities, camps, clubs, lodges, union halls, tourist attractions, and exhibits.

(4) Institutional – Generally includes schools, daycares, religious facilities, medical clinics, medical office buildings, and hospitals.

(5) Office Building – This land use consists of various types of office building.

(6) Retail – Generally includes all types of retail establishments such as shopping centers, stand-alone stores, grocery stores, department stores, auto repair shops, restaurants, and several others.

(7) Assisted Living Facility – Generally consists of assisted living facilities including: senior adult housing, congregate care facilities, retirement homes, nursing homes, and similar land uses.

(e) Except as otherwise provided in this Article, the Police Impact Fee shall be paid directly to the City on the date of and as a condition precedent to issuance of a Building Permit.

Section 3: Individual calculation of police impact fees.

(a) In the event a Police Impact Construction involves a land use not contemplated under the Police Impact Fee Land Use Categories set forth in Section 2 of this Division, the Impact Fee Coordinator shall determine the impact to be generated by the proposed Police Impact Construction and shall calculate the appropriate Police Impact Fees utilizing the methodology contained in the Impact Fee Study. The Impact Fee Coordinator shall utilize as a standard in this determination the impact assumed in the most similar Police Impact Fee Land Use Category or any other generally accepted standard source of planning and cost impact analysis.

(b) In the event a Police Impact Construction involves more than one Police Impact Fee Land Use Category, the Impact Fee Coordinator shall calculate the Police Impact Fees based upon the impact to be generated by each separate Police Impact Fee Land Use Category included in the proposed Police Impact Construction.

Section 4: Use of monies.

(a) The Council hereby creates a separate trust account for the Police Impact Fees, to be designated as the "Police Impact Fee Capital Projects Fund," which shall be established and maintained separate and apart from all other accounts of the City. All Police Impact Fees shall be deposited into such trust account immediately upon receipt.

(b) The monies deposited into the Police Impact Fee Capital Projects Fund, as established in paragraph (a) above, are hereby earmarked and shall be used solely for the purpose of acquiring, constructing or improving growth-necessitated Capital Facilities for the City Police Department, including, but not limited to:

- (1) Land acquisition, including any cost of acquisition;
 - (2) Fees for professional services, including but not limited to architecture, engineering, surveying, landscaping, soils and material testing, legal, appraisals, and construction management;
 - (3) Design and construction documents;
 - (4) Site development and on-site and off-site improvements incidental to construction thereto;
 - (5) Any permitting or application fees necessary for the construction;
 - (6) Construction and design of new Police Facilities, including related drainage facilities and relocation of utilities, and other related construction costs required to bring the facilities into service;
 - (7) Landscaping;
 - (8) Acquisition of apparatus, vehicles and equipment necessary to outfit the vehicles for their official use, or other capital equipment utilized by the City Police Department;
 - (9) Repayment of monies borrowed from any budgetary fund of the City which were used to fund growth necessitated capital improvements to the Police Facilities as provided herein, subject to paragraph (c) below;
 - (10) Costs related to the administration, collection and implementation of the Police Impact Fee; and
 - (11) Payment of principal and interest, necessary reserves and costs of issuance under any bonds or other indebtedness issued by the City to provide funds to construct or acquire growth necessitated capital improvements or additions to the Police Facilities as provided herein, subject to paragraph (c) below; and
 - (12) Any other expenditures of the Police Impact Fee as allowed by law.
- (c) Revenues generated by the Police Impact Fee shall not be used, in whole or in part, to pay existing debt for the Police Facilities or for previously approved projects related to the Police Facilities unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by Police Impact Construction.
- (d) The monies deposited into the Police Impact Fee Capital Projects Fund shall be used solely to provide improvements or additions to the Police Facilities required to serve new growth as projected in the Police Impact Fee Study. Funds on deposit in the Police Impact Fee Capital Projects Fund shall not be used for any expenditure that would be classified as a maintenance or repair expense. A report will be prepared annually by the City reflecting the collection and expenditures of Police Impact Fees by the City during the previous year.

(e) Any Police Impact Fee Funds on deposit which are not immediately necessary for expenditure may be held in an interest-bearing account or invested by the City. All income derived from such investments shall be deposited in the Police Impact Fee Capital Projects Fund and used as provided herein.

DIVISION 4. TRANSPORTATION IMPACT FEE

Section 1: Definitions.

In addition to the general definitions contained in Section 2 of Article I, the following terms shall have the following meanings in the application of the Transportation Impact Fee.

"Transportation Facilities" shall mean the Capital Facilities related to the City's transportation infrastructure which may include but are not limited to rights of way, roads, through lanes, turn lanes, bridges, traffic signals, curbs, medians and shoulders.

"Transportation Impact Construction" shall mean land construction designed or intended to permit a use of the land which will contain more Dwelling Units, Buildings or Square Footage than the existing use of land, or to otherwise change the use of the land in a manner that increases the impact upon the Transportation Facilities.

"Transportation Impact Fee" shall mean the Transportation Impact Fee imposed by the City pursuant to Section 2 of this Division.

"Transportation Impact Fee Land Use Category" shall mean those categories of land use incorporated in the Transportation Impact Fee Rate Schedule in Section 2 of this Article.

"Transportation Impact Fee Study" shall mean the Transportation Impact Fee Study Update dated June 2023, prepared by Raffetis Financial Consultants, Inc., as may amended and supplemented from time to time.

Section 2: Imposition.

(a) The data set forth in the Transportation Impact Fee Study which was employed in the calculation of the Transportation Impact Fee rates imposed herein is the most recent and localized data available for the Capital Facilities related to the City's transportation infrastructure.

(b) The Council specifically finds that such Capital Facilities benefit all residents and businesses within the City and, therefore, the Transportation Impact Fee shall be imposed on all Transportation Impact Construction in all incorporated areas of the City.

(c) All Transportation Impact Construction occurring within the City for which a completed Building Permit application is submitted shall pay the following Transportation Impact Fee rates:

TRANSPORTATION IMPACT FEE RATE SCHEDULE

<u>Land Use Category</u>	<u>Impact Unit</u>	Completed Building Permit Application Submitted between 4/1/24 and 3/31/25	Completed Building Permit Application Submitted between 4/1/25 and 3/31/26	Completed Building Permit Application Submitted between 4/1/26 and 3/31/27	Completed Building Permit Application Submitted on or after 4/1/27
General Light Industrial	Per 1,000 Sq. Ft.	\$401.63	\$446.25	\$490.88	\$535.50
Industrial Park	Per 1,000 Sq. Ft.	\$415	\$415	\$415	\$415
Manufacturing	Per 1,000 Sq. Ft.	\$406.13	\$451.25	\$496.38	\$541.50
Warehousing	Per 1,000 Sq. Ft.	\$211	\$211	\$211	\$211
Mini-Warehouse	Per 1,000 Sq. Ft.	\$158.00	\$165	\$172	\$179
Single-Family Detached Housing	Per Dwelling Unit	\$992.26	\$1,082.51	\$1,172.77	\$1,263
Multifamily Housing (Low-Rise)	Per Dwelling Unit	\$724.43	\$783.87	\$843.30	\$903
Multifamily Housing (Mid-Rise)	Per Dwelling Unit	\$608	\$608	\$608	\$608
Multifamily Housing (High-Rise)	Per Dwelling Unit	\$608	\$608	\$608	\$608
		\$392.63	\$436.25	\$479.88	\$523.50
Low-Rise Residential with Ground-Floor Commercial	Gross Floor Area (1-25K Sq. Ft.)	\$452	\$461	\$461	\$461
Mid-Rise Residential with Ground-Floor Commercial	Gross Floor Area (1-25K Sq. Ft.)	\$461	\$461	\$461	\$461
High-Rise Residential with Ground-Floor Commercial	Gross Floor Area (1-25K Sq. Ft.)	\$461	\$461	\$461	\$461
Mobile Home Park	Per Dwelling Unit	\$393	\$436	\$480	\$524
Hotel	Per Room	\$676.25	\$687.50	\$698.75	\$710
Motel	Per Room	\$344	\$344	\$344	\$344
Campground/Recreational Vehicle Park	Per Site	\$311.75	\$328.50	\$345.25	\$362
Marina	Per Berth	\$323	\$323	\$323	\$323
Movie Theater	Per Screen	\$4,693.50	\$5,215.00	\$5,736.50	\$6,258
Health/Fitness Club	Per 1,000 Sq. Ft.	\$4,344	\$4,344	\$4,344	\$4,344

Place of Worship	Per 1,000 Sq. Ft.	\$591.75	\$657.50	\$723.25	\$789
Day Care Center	Per 1,000 Sq. Ft.	\$2,074.50	\$2,305	\$2,535.50	\$2,766
Hospital	Per 1,000 Sq. Ft.	\$1,180.37	\$1,267.75	\$1,355.12	\$1,442.50
Nursing Home/Assisted Living Facility	Per Bed	\$113.63	\$126.25	\$138.88	\$151.50
Clinic	Per 1,000 Sq. Ft.	\$5,036	\$5,036	\$5,036	\$5,036
Animal Hospital/Veterinary Clinic	Per 1,000 Sq. Ft.	\$988.88	\$1,098.75	\$1,208.63	\$1,318.50
General Office Building > 10K Sq. Ft.)	Per 1,000 Sq. Ft.	\$1,502	\$1,502	\$1,502	\$1,502
Small Office Building (≤10K Sq. Ft.)	Per 1,000 Sq. Ft.	\$1,987	\$1,987	\$1,987	\$1,987
Corporate Headquarters Bldg.	Per 1,000 Sq. Ft.	\$587.25	\$652.50	\$717.75	\$783
Medical-Dental Office Building	Per 1,000 Sq. Ft.	\$2,894.63	\$3,216.25	\$3,537.88	\$3,860
Office Park	Per 1,000 Sq. Ft.	\$1,513	\$1,529	\$1,529	\$1,529
Research Center	Per 1,000 Sq. Ft.	\$716.63	\$796.25	\$875.88	\$956
Business Park	Per 1,000 Sq. Ft.	\$1,530.50	\$1,662	\$1,662	\$1,662
Building Materials and Lumber Store	Per 1,000 Sq. Ft.	\$1,632	\$1,632	\$1,632	\$1,632
Hardware/Paint Store	Per 1,000 Sq. Ft.	\$772	\$772	\$772	\$772
Nursery (Garden Center)	Per 1,000 Sq. Ft.	\$6,517	\$6,517	\$6,517	\$6,517
Retail/Shopping Center (>150K Sq. Ft.)	Per 1,000 Sq. Ft.	\$2,380.66	\$2,544.32	\$2,707.98	\$2,872
Retail/Shopping Plaza (40-150K Sq. Ft.)	Per 1,000 Sq. Ft.	\$7,332	\$7,332	\$7,332	\$7,332
Retail/Strip Retail Plaza (<40K Sq. Ft.)	Per 1,000 Sq. Ft.	\$4,225	\$4,225	\$4,225	\$4,225
Automobile Sales (New)	Per 1,000 Sq. Ft.	\$2,227.54	\$2,421.08	\$2,614.62	\$2,808
Automobile Sales (Used)	Per 1,000 Sq. Ft.	\$2,207.87	\$2,381.74	\$2,555.62	\$2,729
Tire Superstore	Per 1,000 Sq. Ft.	\$1,099.13	\$1,221.25	\$1,343.38	\$1,466
Supermarket	Per 1,000 Sq. Ft.	\$2,421.00	\$2,690	\$2,959	\$3,228
Convenience Store (w/o gas station)	Per 1,000 Sq. Ft.	\$7,418.24	\$8,049.48	\$8,680.72	\$9,322
Home Improvement Superstore	Per 1,000 Sq. Ft.	\$1,433.25	\$1,592.50	\$1,751.75	\$1,911

Pharmacy/Drugstore without Drive-Through Window	Per 1,000 Sq. Ft.	\$3,774	\$3,774	\$3,774	\$3,774
Pharmacy/Drugstore with Drive-Through Window	Per 1,000 Sq. Ft.	\$1,568.25	\$1,742.50	\$1,916.75	\$2,091
Marijuana Dispensary	Per 1,000 Sq. Ft.	\$8,737	\$8,737	\$8,737	\$8,737
Furniture Store	Per 1,000 Sq. Ft.	\$280.13	\$311.25	\$342.38	\$374
Liquor Store	Per 1,000 Sq. Ft.	\$6,516	\$6,516	\$6,516	\$6,516
Walk-in Bank	Per 1,000 Sq. Ft.	\$3,416.63	\$3,796.25	\$4,175.88	\$4,555.50
Drive-in Bank	Per 1,000 Sq. Ft.	\$4,368	\$4,368	\$4,368	\$4,368
Fine Dining Restaurant	Per 1,000 Sq. Ft.	\$3,869.37	\$4,169.74	\$4,470.12	\$4,770
High-Turnover (Sit-Down) Restaurant	Per 1,000 Sq. Ft.	\$5,663.50	\$6,209	\$6,209	\$6,209
Fast-Food Restaurant without Drive-Through Window	Per 1,000 Sq. Ft.	\$10,863.81	\$11,788.63	\$12,713.44	\$13,638.25
Fast-Food Restaurant with Drive-Through Window	Per 1,000 Sq. Ft.	\$10,556	\$11,173	\$11,173	\$11,173
Fast-Food Restaurant with Drive-Through Window and No Indoor Seating	Per 1,000 Sq. Ft.	\$16,829	\$16,829	\$16,829	\$16,829
Coffee/Donut Shop without Drive-Through Window	Per 1,000 Sq. Ft.	\$3,245	\$3,245	\$3,245	\$3,245
Coffee/Donut Shop with Drive-Through Window	Per 1,000 Sq. Ft.	\$2,834	\$2,834	\$2,834	\$2,834
Coffee/Donut Shop with Drive-Through Window and No Indoor Seating	Per Lane	\$951	\$951	\$951	\$951
Quick Lubrication Vehicle Shop	Per Position	\$1,845	\$2,050	\$2,255	\$2,460
Gasoline/Service Station	Per Position	\$4,953	\$4,953	\$4,953	\$4,953
Convenience Store/Gas Station	Per Position	\$5,998.50	\$6,196	\$6,196	\$6,196
Self-Service Car Wash	Per Wash Stall	\$3,526	\$3,847	\$3,847	\$3,847
Automated Car Wash	Per 1,000 Sq. Ft.	\$12,487	\$12,487	\$12,487	\$12,487
Brewery Tap Room	Per 1,000 Sq. Ft.	\$4,787	\$4,787	\$4,787	\$4,787

Drinking Place	Per 1,000 Sq. Ft.	\$7,032.83	\$7,626.66	\$8,220.49	\$8,814
----------------	----------------------	------------	------------	------------	---------

(d) Except as otherwise provided in this Article, the Transportation Impact Fee shall be paid directly to the City on the date of and as a condition precedent to issuance of a Building Permit.

Section 3. Individual calculation of transportation impact fees.

(a) In the event a Transportation Impact Construction involves a land use not contemplated under the Transportation Impact Fee Land Use Categories set forth in Section 2 of this Division, the Impact Fee Coordinator shall determine the impact to be generated by the proposed Transportation Impact Construction and shall calculate the appropriate Transportation Impact Fees utilizing the methodology contained in the Transportation Impact Fee Study. The Impact Fee Coordinator shall utilize as a standard in this determination the impact assumed in the most similar Transportation Impact Fee Land Use Category or any other generally accepted standard source of planning and cost impact analysis.

(b) In the event a Transportation Impact Construction involves mixed use or more than one Transportation Impact Fee Land Use Category, the Impact Fee Coordinator shall calculate the Transportation Impact Fees based upon the impact to be generated by each separate Transportation Impact Fee Land Use Category included in the proposed Transportation Impact Construction.

Section 4: Use of monies.

(a) The Council hereby creates a separate trust account for the Transportation Impact Fees, to be designated as the "Transportation Impact Fee Capital Projects Fund," which shall be established and maintained separate and apart from all other accounts of the City. All Transportation Impact Fees shall be deposited into such trust account immediately upon receipt.

(b) The monies deposited into the Transportation Impact Fee Fund as established in paragraph (a) above, are hereby earmarked and shall be used solely for the purpose of acquiring, constructing or improving growth-necessitated Capital Facilities for the City's transportation infrastructure, including, but not limited to:

- (1) Land acquisition, including any cost of acquisition;
- (2) Fees for professional services, including but not limited to architecture, engineering, surveying, landscaping, soils and material testing, legal, appraisals, and construction management;
- (3) Design and construction documents;
- (4) Site development and on-site and off-site improvements incidental to construction thereto;
- (5) Any permitting or application fees necessary for the construction;

(6) Construction and design of new Transportation Facilities, including related drainage facilities and relocation of utilities, and other related construction costs required to bring the facilities into service;

(7) Landscaping;

(8) Acquisition of apparatus, vehicles and equipment necessary to outfit the vehicles for their official use, or other capital equipment utilized by the City in developing and providing transportation infrastructure;

(9) Repayment of monies borrowed from any budgetary fund of the City which were used to fund growth necessitated capital improvements to City transportation infrastructure as provided herein, subject to paragraph (c) below;

(10) Costs related to the administration, collection and implementation of the Transportation Rescue Impact Fee;

(11) Payment of principal and interest, necessary reserves and costs of issuance under any bonds or other indebtedness issued by the City to provide funds to construct or acquire growth necessitated capital improvements or additions to City transportation infrastructure as provided herein, subject to paragraph (c) below;

(12) Construction of new sidewalks, bikeways, trails and similar facilities along existing or new City roads when part of a capital improvement project adding new capacity to such road; and

(13) Any other expenditures of the Transportation Impact Fee as allowed by law.

(c) Revenues generated by the Transportation Impact Fee shall not be used, in whole or in part, to pay existing debt for transportation infrastructure or for previously approved projects related to transportation infrastructure unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by Transportation Impact Construction.

(d) The monies deposited into the Transportation Impact Fee Fund shall be used solely to provide improvements or additions to City transportation infrastructure required to serve new growth as projected in the Transportation Impact Fee Study. Funds on deposit in the Transportation Impact Fee Fund shall not be used for any expenditure that would be classified as a maintenance or repair expense. A report will be prepared annually by the City reflecting the collection and expenditures of Transportation Impact Fees by the City during the previous year.

(e) Any funds on deposit in the Transportation Impact Fee Fund which are not immediately necessary for expenditure may be held in an interest-bearing account or invested by the City. All income derived from such interest on

investments shall be deposited in the Transportation Impact Fee Fund and used as provided herein.

ARTICLE III: RESERVED

* * *

Section 2: Repeal of Ordinances in Conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 3: Severability Clause. If any phrase, clause, sentence, paragraph or section of this ordinance shall be declared invalid or unconstitutional by the judgment or decree of a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any of the remaining phrases, clauses, sentences, paragraphs or sections of this ordinance.

Section 4: Inclusion in Code. The provisions of this Ordinance shall be included and incorporated in the Land Development Code of the City of Port Orange, as an addition or amendment thereto, and the sections of this Ordinance and of Chapter 21 of the Land Development Code may be renumbered to conform to the uniform numbering system of the Code and the amendments adopted by this Ordinance.

Section 5: Effective Date. This Ordinance shall take effect immediately upon adoption.

MAYOR DONALD O. BURNETTE

ATTEST:

Roblin L. Fenwick, MMC,
City Clerk

Passed on first reading on the ____ day of _____, 2023.

Passed and adopted on second and final reading on the ____ day of _____, 2023.

Reviewed and Approved: _____
Matthew J. Jones,
City Attorney

City of **Port Orange**

2023 Municipal Impact Fee Study

June 19, 2023 – Final



February 8, 2023

Mr. Jonathan McKinney
Director of Finance
City of Port Orange
100 City Center Circle
Port Orange, FL 32129

Subject: 2023 Municipal Impact Fee Study

Dear Mr. McKinney,

Enclosed is the 2023 municipal impact fee report for your use and reference. The report herein includes an executive summary followed by technical sections regarding the calculation of each of the updated impact fees and additional background information. If you should have any questions, please do not hesitate to contact us. We appreciate the opportunity to work with you and the City on this important project.

Respectfully Submitted,

Raftelis Financial Consultants, Inc.

A handwritten signature in blue ink that reads 'Henry L. Thomas'.

Henry Thomas
Vice President

A handwritten signature in blue ink that reads 'Joe Williams'.

Joe Williams
Senior Manager

A handwritten signature in blue ink that reads 'Tristen Townsend'.

Tristen Townsend
Associate Consultant

Table of Contents

EXECUTIVE SUMMARY	1
Introduction	1
Observations and Recommendations	3
SECTION 1 – INTRODUCTION	4
Introduction	4
Impact Fee Background	4
Summary of Report	5
SECTION 2 – SERVICE AREA AND FUNCTIONAL POPULATION.....	6
General	6
Population and Development Forecast	6
Functional Population Parameters	7
SECTION 3 – POLICE IMPACT FEE.....	11
Introduction	11
Existing Impact Fees	11
Existing Resources and Level of Service.....	11
Incremental Costs	12
Impact Fee Development	13
Police Impact Fee Comparisons	15
SECTION 4 – FIRE IMPACT FEE.....	16
Introduction	16
Existing Impact Fees	16
Incremental Costs	16
Impact Fee Development	18
Fire Impact Fee Comparisons	20
SECTION 5 – PARKS AND RECREATION IMPACT FEE	21
Introduction	21
Existing Impact Fees	21
Existing Recreational Facilities.....	21
Growth-Related Capital Improvements	22
Calculated Parks and Recreation Impact Fees	23
Parks and Recreation Impact Fee Comparisons	25

List of Tables

Table ES 1: Existing and Calculated Single Family Residential Impact Fees	1
Table ES 2: Proposed Police Impact Fees	1
Table ES 3: Proposed Fire Impact Fees	2
Table ES 4: Proposed Parks & Recreation Impact Fees	2
Figure 1: Single Family Municipal Impact Fee Comparison	2
Table 1: Single Family and Multi-family Persons Per Household	6
Table 2: Residential Functional Population	7
Table 3: Non-Residential Functional Population	8
Table 4: Residential Functional Population Growth	8
Table 5: Non-Residential Functional Population Growth	8
Table 6: Summary of Functional Population	9
Table 7: Functional Population Weighting Residential Hours	9
Table 8: Current Police Staffing	11
Table 9: Existing and Projected Sworn Officers	12
Table 10: Cost of Vehicles for New Officers	12
Table 11: Total Vehicle Costs	12
Table 12: Total Police Capital Costs	13
Table 13: Allocated Police Capital Costs	13
Table 14: Residential Police Fee Calculation	14
Table 15: Non-Residential Police Impact Fees	14
Figure 2: Police Impact Fee Comparison per Single Family Residential Unit	15
Table 16: Existing Fire Impact Fees	16
Table 17: Current Fire Vehicles	17
Table 18: Future Fire Vehicles	17
Table 19: Total Fire Capital Costs	17
Table 20: Allocated Fire Capital Costs	18
Table 21: Residential Fee Calculation	18
Table 22: Residential Fire Impact Fee Increase	18
Table 23: Calculated Non-Residential Fire Impact Fees	19
Table 24: Fire Impact Fee Increase	19
Figure 3: Fire Impact Fee Comparison per Single Family Residential Unit	20
Table 25: Existing Parks and Recreation Impact Fees	21
Table 26: Existing Parks and Facilities	21
Table 27: Parks and Recreation Capital Projects	23
Table 28: Parks and Recreation Impact Fee Calculation	23
Table 29: Calculated Parks and Recreation Impact Fee	24
Table 30: Parks and Recreation Impact Fee Increase	24
Figure 4: Parks and Recreational Impact Fee Comparison per Single Family Residential Unit	25

List of Exhibits

- Exhibit 1: Non-Residential Functional Population
- Exhibit 2: Forecasted Revenue

List of Appendices

- Appendix A: Chapter 163.31801 Florida Statutes

Executive Summary

Introduction

The City of Port Orange (City) has retained Raftelis Financial Consultants, Inc. (Raftelis) to review and update the City's fire, recreation, and transportation impact fees. Additionally, the City requested that Raftelis calculate Police impact fees for consideration since these are not currently assessed. The transportation impact fee analysis is provided through a separate report titled 'Transportation Impact Fee Study Update', as completed in conjunction with our subconsultant Kiefer Professional Services, Inc. Impact fees are important sources of revenue for municipalities to fund infrastructure investments related to serving growth. The impact fee calculations are based on the costs to provide infrastructure to address needs related to growth based on data specific to each service and related to the City's characteristics. The calculated impact fees set forth in this study reflect Florida case law, Florida Statutes, and generally acceptable impact fee methodologies, where applicable.

The City has not updated the fire and recreation impact fees since 2005. Therefore, it is important the City establish appropriate impact fees to maintain a high level of service for the various services offered. With new development helping fund the infrastructure related to the services provided, it will allow the City to expand and keep up with new growth.

The report herein outlines the methodologies, assumptions, and considerations in the development of each impact fee calculation. The following tables summarize the City's existing residential municipal impact fees compared to the fully calculated impact fees based on the analysis in this report:

Table ES 1: Existing and Calculated Single Family Residential Impact Fees

Description	Existing	Calculated Fee	Difference	% Difference
Police	N/A	526.00	526.00	N/A
Fire	270.00	405.00	135.00	50.0%
Parks and Recreation	1,525.00	1,956.00	431.00	28.3%
Total	\$1,795.00	\$2,361.00	\$566.00	31.5%

As shown on the table above, the calculated impact fees for fire and parks & recreation services are greater than the existing fee levels. Pursuant to provisions of F.S. 163.31801 (6d) the City is limited to a maximum increase of 50% compared to existing fee levels. The fee for each land use is evaluated individually compared to the existing fee level to determine the percentage of increase and the phasing schedule required. F.S. 163.31801 indicates that increases less than 25% can be phased in over a two-year period and increases between 25% up to 50% can be phased in over a four-year period. More detailed analysis on the percentage increases for each land use can be found in each section of this report.

Table ES 2: Proposed Police Impact Fees

Land Use	Impact Unit	2023	2024	2025	2026
Single Family	Per Dwelling Unit	\$526.00	\$526.00	\$526.00	\$526.00
Multi-Family	Per Dwelling Unit	393.00	393.00	393.00	393.00
Industrial/Warehousing	Per 1,000 Sq. Ft	139.00	139.00	139.00	139.00
Hotel	Per Room	260.00	260.00	260.00	260.00
Recreational	Per 1,000 Sq. Ft	395.00	395.00	395.00	395.00
Institutional	Per 1,000 Sq. Ft	399.00	399.00	399.00	399.00
Office Building	Per 1,000 Sq. Ft	317.00	317.00	317.00	317.00
Retail	Per 1,000 Sq. Ft	727.00	727.00	727.00	727.00
ALF	Per Bed	241.00	241.00	241.00	241.00

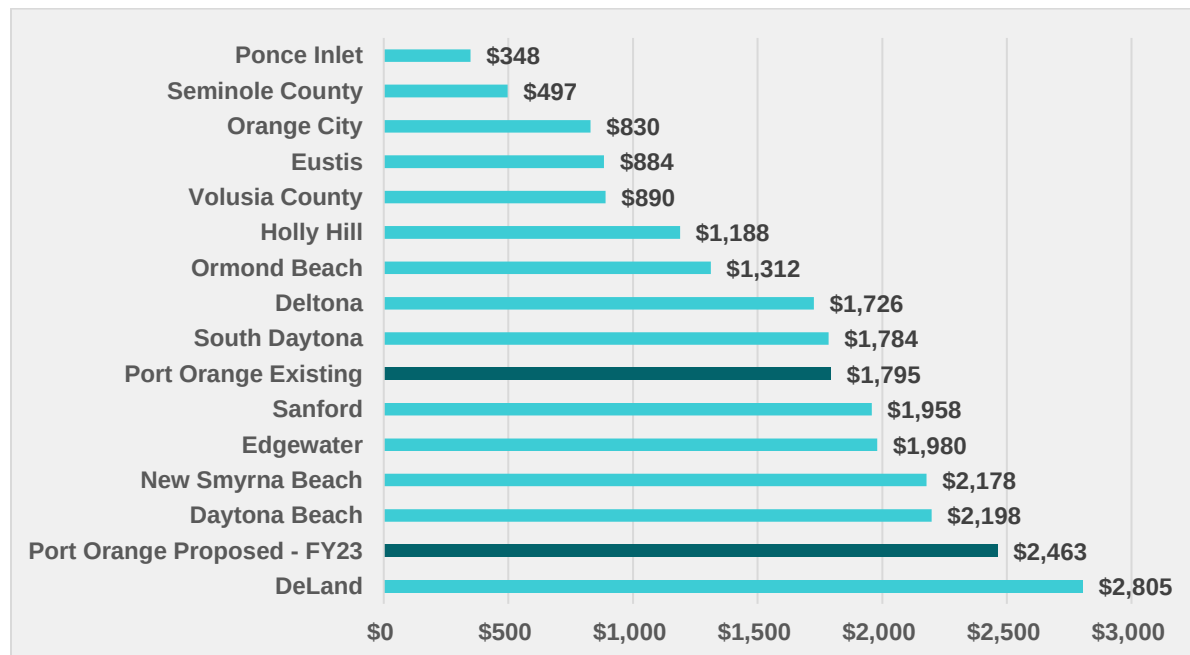
Table ES 3: Proposed Fire Impact Fees

Land Use	Impact Unit	2023	2024	2025	2026
Single Family	Per Dwelling Unit	\$303.75	\$337.50	\$371.25	\$405.00
Multi-Family	Per Dwelling Unit	303.75	337.50	371.25	405.00
Industrial/Warehousing	Per 1,000 Sq. Ft	146.00	146.00	146.00	146.00
Hotel	Per Room	74.25	82.50	90.75	99.00
Recreational	Per 1,000 Sq. Ft	225.00	250.00	275.00	300.00
Institutional	Per 1,000 Sq. Ft	225.00	250.00	275.00	300.00
Office Building	Per 1,000 Sq. Ft	225.00	250.00	275.00	300.00
Retail	Per 1,000 Sq. Ft	225.00	250.00	275.00	300.00
ALF	Per Bed	194.00	214.00	234.00	254.00

Table ES 4: Proposed Parks & Recreation Impact Fees

Land Use	Impact Unit	2023	2024	2025	2026
Single Family	Per Dwelling Unit	\$1,632.75	\$1,740.50	\$1,848.25	\$1,956.00
Townhomes/Duplexes	Per Dwelling Unit	1,452.50	1,467.00	1,467.00	1,467.00
Multi-Family	Per Dwelling Unit	1,408.50	1,467.00	1,467.00	1,467.00

A comparison of the City's existing and fully calculated fees with other municipalities are shown below for informational purposes:

Figure 1: Single Family Municipal Impact Fee Comparison

The City currently charges non-residential development a flat fee per square foot for fire. This report discusses the proposal of seven land-use categories.

Observations and Recommendations

The following is a summary of the observations and recommendations developed by Raftelis during our investigation, analyses, and preparation of this report:

1. The imposition of impact fees must satisfy the rational nexus requirements as determined by case law. The impact fees must be reasonably related to the capital cost of providing capital facilities/equipment needed to accommodate needs attributable to new growth. The impact fees collected must be used by the City to address the capital costs related to serving new development. Based on the information made available by the City, the proposed impact fees are designed in accordance with the requirements set forth in Florida Statutes Section 163.31801.
2. The fees developed within this report reflect recovery of identified costs and the City has discretion to phase-in or otherwise adopt less than the fully calculated fees, subject to meeting all provisions of F.S. 163.31801. However, the adoption of fees less than the fully calculated rates should be applied to all land uses equally to maintain the calculations herein in correct proportion. Adopting less than the calculated rates would increase the reliance on general fund and other revenue sources to meet the demands of growth.
3. In compliance with Florida Statutes the City should continue to collect and maintain revenue collected from each type of municipal impact fee in designated sub-accounts and use such fees on those facilities designated for each purpose.
4. The City should re-evaluate its municipal impact fees from time to time, generally within a four to five-year period to stay consistent with state statutes, that change and are updated over time, and to maintain fees based on recent and local data as inflation and other factors can significantly impact the cost of providing the necessary capital facilities and vehicles in a short period of time.
5. The City should provide 90 days notice prior to the implementation of increased fees levels pursuant to the requirements outlined in F.S. 163.31801.

(Remainder of Page Intentionally Left Blank)

Section 1 – Introduction

Introduction

The City of Port Orange (the “City”) is located in Volusia County, on the east coast of Florida generally extending to the Halifax River, and has a total area of approximately 28.86 square miles. The City provides a full range of municipal services, including police and fire protection, as well as recreational facilities and activities. According to the University of Florida, Bureau of Economic & Business Research (BEBR), the City’s population is estimated at 64,230 as of 2022. Discussions with City staff and review of permit information for 2022 suggest the City will experience a modest amount of growth from 2022 through 2032 (Forecast Period). For purposes of this report, it is estimated that the population will be 70,950 by 2032, representing an average growth rate of 1.0% compounded annually.

Impact Fee Background

Impact fees are one-time charges established as a means to recover in whole or in part, the costs associated with infrastructure and capital equipment needed to accommodate the demands anticipated to be generated by new development. Such capital costs generally include the construction of facilities together with necessary land costs. However, recent changes to Florida Statutes governing impact fees require a minimum of five (5) year service life and therefore the impact fee calculations herein include only assets that meet this minimum. Historically, impact fees in Florida were a result of home rule powers with the requirements associated with the development, administration, accounting and expenditure governed by case law. However, in 2006, Section 163.31801 was added to the Florida Statutes, which placed specific requirements and limitations on that home rule authority. This statute has been amended several times since its initial adoption, including significant additional provisions in 2021 such as limiting the percentage increase for a change in impact fees. Appendix A at the end of the report includes the full Florida impact fee statute.

Although the statute provides specific impact fee criteria, certain precedents established by case law also constitute the legal requirements associated with impact fees. Case law precedent for impact fees in Florida was originally set in the landmark Florida Supreme Court decision, Contractors and Builders Association of Pinellas County vs. City of Dunedin, Florida. In the ruling, the court identified certain conditions as necessarily present in order to have a valid impact fee. In general, the court decision addressed the following:

1. The impact fee should be reasonably equitable to all parties; that is, the amount of the fee must bear a relationship to the amount of services requested;
2. The system of fees and charges should be set up so that there is not an intentional windfall to existing users;
3. The impact fee should, to the extent practical, only cover the capital cost of construction and related costs thereto (engineering, legal, financing, administrative, etc.) for increases in or expansions of capacity or capital requirements that are required solely due to growth. Therefore, expenses due to normal renewal and replacement of a facility (e.g., replacement of a capital asset) should be borne by all users of the facility or municipality. Similarly, increased expenses due to operation and maintenance of that facility should be borne by all users of the facility; and
4. The local government must adopt a revenue-producing ordinance that explicitly sets forth restrictions on revenues (uses thereof) that the imposition of the impact fee generates. Therefore, the funds collected from the impact fees should be retained in a separate account, and separate accounting must be made for those funds to ensure that they are used only for the lawful purposes described.

Based on the criteria provided above, the impact fees herein will: 1) include local current costs of improvements associated with the capacities needed to serve new growth; 2) not reflect costs of improvements associated with the renewal and replacement (R&R) of existing capital assets or deficiencies in level of service attributed to existing development; and 3) not include any costs of operation and maintenance of the capital improvements and equipment.

This section provides only a general background regarding impact fees. Certain circumstances and issues regarding the interpretation of specific statutes or case law should be addressed by qualified legal counsel.

Summary of Report

In addition to Section 1, this report has been subdivided into five other sections. The following is a brief discussion of the remaining sections included in this report.

Section 2 – Service Area and Functional Population. This section of the report provides a general discussion of the residential and non-residential land use characteristics, and development of functional population estimates for both existing and future development.

Section 3 – Police Impact Fee. This section discusses the calculation of the proposed impact fee for the capital requirements associated with providing police services, the methodology for the proposed fees, assumptions utilized in the design of the fees, and other factors associated with the fee determination.

Section 4 – Fire/Rescue Impact Fee. This section discusses the calculation of the proposed impact fee for the capital requirements associated with providing fire/rescue services, the methodology for the proposed fees, assumptions utilized in the design of the fees, and other factors associated with the fee determination.

Section 5 – Parks and Recreation Impact Fee. This section discusses the development of the proposed impact fee for the capital requirements associated with providing parks and recreation facilities, the methodology for the proposed fees, assumptions and other factors associated with the fee determination. Parks and recreation impact fees apply only to residential development.

(Remainder of page intentionally left blank)

Section 2 – Service Area and Functional Population

General

This section provides a general discussion of the current service area, population, and functional population factors.

Population and Development Forecast

As mentioned in Section 1, using 2022 BEBR population estimates, the 2022 population is estimated to be 64,230. The City is projected to have a 2032 population of 70,950, resulting in an annual growth rate of 1%.

Property data was obtained from the Volusia County Property Appraiser, which provides details on the number of parcels, units, and square feet by land-use within City limits. In total, the data indicated there are 26,310 residential dwelling units (including single family, multi-family, and mobile homes) developed in the City along with 6,908,566 square feet (SF) of non-residential building space. Based on the 26,310 residential dwelling units and the 2022 population estimate of 64,230, there are on average 2.44 persons per residential dwelling unit.

To determine a potential difference in functional population for single family units versus multi-family units, certain data from the US Census was obtained. Table B25024 (provides the number of units by type of dwelling – single family versus multi-family) and Table B25033 (provides the population by number of units by type of dwelling) were summarized to determine the estimated persons per household in the City. These tables are estimates and based on the American Community Survey (ACS) 5-year estimates for 2020. Based on the data from these two tables, as demonstrated on the table below, it was determined that, on average, multi-family units had a ratio of 0.75 compared with single family. The result, after applying the 0.75, or 75%, multi-family factor to the current 2022 data as outlined in the paragraph above and demonstrated in Table 2 on the following page, is a persons per household figure of 2.56 persons per single family unit and 1.92 persons per multi-family unit.

Table 1: Single Family and Multi-family Persons Per Household

Classification	Units in Structure	Dwelling Units [1]	Population [2]	Persons Per Household [3]	% of Single Family [4]
Single Family	1, detached or attached	19,833	48,443	2.25	
	Mobile Home	4,916	7,155		
	Subtotal	24,749	55,598		
Multi-Family	2 to 4	1,328	2,357	1.68	75%
	5 or more	3,455	5,686		
	Subtotal	4,783	8,043		
Total		29,532	63,641		

[1] From ACS Table B25024, estimates for 2020.

[2] From ACS Table B25033, estimates for 2020.

[3] Persons per household calculation for 2020 estimates. Primarily used to develop the ratio of multi-family to single family.

[4] Multi-family persons per household 1.68 divided by Single Family persons per household 2.25 and rounded.

Functional Population Parameters

A goal of the impact fee study is to assign the costs associated with each service provided to new development or re-development requiring an increased level of services on an equivalent unit basis. Two primary methods of allocating costs include 1) actual service calls based on historical records; and 2) population figures weighted and adjusted for time spent at various land uses based on traffic and other data. This study uses a method that allocates costs using population figures weighted and adjusted for time spent at various land uses based on traffic and other data and is commonly referred to as “functional population”. The functional population analysis typically relies on trip data obtained through survey sources. Trip data is readily available from sources such as the Institute of Transportation Engineers (ITE) and is widely accepted for the purpose of identifying functional population by land use. This study uses the 11th Edition ITE trip generation manual. The trip data is applied to each land use along with other demographic data to establish a functional population by land use. Functional population measures the number of persons at a particular location measured over a 24-hour period. For example, for single family residential, a typical functional population would reflect a person at home 100 hours per week (e.g. 10-14 hours per day during weekdays and 20 -30 hours during the weekend). Based on 168 hours per week, this equates to 60% occupancy or 0.6 functional population per resident. Applying this factor to the average household size throughout the City of 2.44 persons equates to a 1.47 functional population per residential unit. As demonstrated on the table below, the residential category has been split between single family and multi-family dwellings. Table 2 summarizes the existing residential functional population based on these criteria:

Table 2: Residential Functional Population

Housing Type	2022 Population [1]	2022 Households [2]	Average Household Size [3]	Occupancy Factor [4]	Functional Population/ Unit	2022 Functional Population
		(a)	(b)	(c)	(b) x (c) = (d)	(a) x (d)
Single Family	54,864	21,432	2.56	60.0%	1.54	33,005
Multi-Family	9,366	4,878	1.92	60.0%	1.15	5,610
Total	64,230	26,310	2.44		1.47	38,615

[1] Population data estimated using the 2022 BEBR population estimates.

[2] Households obtained from property data from Volusia County Property Appraiser in July 2022.

[3] Persons per household calculation for 2022 estimates, using the 75% factor for multi-family developed on Table 1. Amounts different from Table 1 since Table 1 relies on estimated dwelling units from the US Census as compared to actual data obtained from the Volusia County Property Appraiser.

[4] Amount assumes 100 hours spent at home out of a 168-hour week.

For non-residential land uses, the functional population is determined through the process of applying the following attributes to each land use, typically measured per 1,000 square feet (i.e., per unit): 1) trips per unit and employees staffed per unit; 2) trip end adjustment; 3) hours worked by employees; 4) occupants per trip; 5) number of visitors, visitor hours, and visitor hours per week. Trip and employee data are primarily obtained from the ITE manual (11th Edition, 2021), and visitors and other data is obtained from sources including the 2017 National Household Travel Survey (U.S. Department of Transportation). Table 3 summarizes this process below:

(Remainder of Page Intentionally Left Blank)

Table 3: Non-Residential Functional Population

Land Use	Bldg. SF	FP Factor [1]	2022 Functional Population
Industrial/Warehousing	1,502,375	0.43	649
Hotel [2]	101,574	0.81	249
Recreational	67,196	1.23	83
Institutional	843,699	1.24	1,046
Office Building	899,809	0.98	886
Retail	3,023,274	2.26	6,823
Assisted Living Facility [3]	470,639	0.75	405
Total	6,908,566		10,141

[1] Obtained from Exhibit 1 at the end of this report.

[2] Functional Population is calculated by converting the hotel square feet to an estimated number of rooms, using an average of 330 square feet per room¹.

[3] Functional Population is calculated by converting the assisted living square feet to an estimated number of beds, using an average of 870 square feet per bed².

Since impact fees are designed to recover the proportionate cost of new facilities attributed to growth, it is necessary to identify the existing and future development. Based on planned development data provided by City staff, there are approximately 1,231 residential dwelling units identified for construction in the coming years. Based on past development trends and a conservative outlook, it is expected that the City will experience growth of around 275 residential units per year. This results in a total 10-year growth of 2,753 units by 2032. Compared to the existing 26,310 residential units, the City is expected to grow to 29,063 residential units by 2032 representing a growth of approximately 1.0% annually. For forecasting purposes and appropriate allocation of certain major infrastructure improvements, it is assumed an additional 2,753 new residential units will be constructed between 2033 and 2042 (the 2nd 10-year period). The table below summarizes the expected residential growth in the City by year 2032, which will serve as the primary basis for cost allocations, future functional population, and impact fee levels.

Table 4: Residential Functional Population Growth

Housing Type	2022 Functional Population	Functional Population/Unit	2032 Households	2032 Functional Population
Single Family	33,005	1.54	23,674	36,458
Multi-Family	5,610	1.15	5,388	6,197
Total	38,615	1.47	29,063	42,655

As shown below, the 2022 non-residential functional population is 10,108 and is forecast to grow by 2,214 to 12,322 by 2032. The projected 2032 building square feet amount is based on applying the existing ratio of non-residential to residential square feet of 0.165 to the estimated residential square feet over the Forecast Period.

Table 5: Non-Residential Functional Population Growth

Year	Building Square Feet	Functional Population
2022	6,908,566	10,141
2032	8,421,503	12,322

¹ Based on the USA Today article dated November 4, 2015:

<https://www.usatoday.com/story/travel/roadwarriorvoices/2015/11/04/hotel-rooms-20-years-ago-were-twice-as-large-as-some-of-todays-offerings/83847338/>

² Square footage per bed is based unit data for assisted living facilities located within Port Orange, sourced from Florida Health Finder (Agency for Health Care Administration).

The following summarizes the existing and projected functional population:

Table 6: Summary of Functional Population

Land Use	2022 Functional Population	2032 Functional Population	Percent in 2032
Residential	38,615	42,655	77.5%
Non-Residential	10,141	12,362	22.5%
Total	48,756	55,017	100.0%

The functional population assumptions used from ITE are representative of national averages. In order to localize the functional population estimates, the data is weighted using the 2019 Inflow/Outflow Report from the US Census that is specific to the City. The Census Inflow/Outflow Analysis report shows how many residents work inside and outside of the city daily, as well as how many non-residents work inside the city. While the data lags slightly in updates, it is representative of the traffic patterns and is a reliable source for the purposes of this cost apportionment.

According to the Inflow/Outflow Report, there are 25,362 residents from the City in the work force. Of those, 3,550 work within the City and the other 21,812 work outside of the City. Using the 2019 population of 61,617, it can be assumed that 36,255 residents are not working. It is assumed that a resident not working would spend 20 hours at home and that residents working would spend 14 hours at home. This would give a total of 1,080,168 residential hours (hours spent at home).

Table 7: Functional Population Weighting Residential Hours

Description	Population	Hours Spent at Home	Residential Hours
	(a)	(b)	(c) = (a) x (b)
2019 Population [1]	61,617		
Residential			
Residents Not Working [2]	36,255	20.0	725,100
Residential Work Force			
Works Inside City [3]	3,550	14.0	49,700
Works Outside City [3]	21,812	14.0	305,368
Total Residential Hours			1,080,168
Residential Share of Person Hours			78.5%
Non-Residential			
Residents Not Working [2]	36,255	4.0	145,020
Jobs Located in City			
Residents Working in City [3]	3,550	10.0	35,500
Non-resident Workers (inflow commuters) [3]	11,450	10.0	114,500
Total Non-Resident Hours			295,020
Non-Residential Share of Person Hours			21.5%
Total Daily Hours Within the City			1,375,188

[1] Population estimate based on BEBR.

[2] Amount derived from subtracting the Residential Work Force from the 2019 Population

[3] Amount comes from US Census 2019 Inflow/Outflow Count of All Jobs Report

As shown on the table above, Residential Hours account for 78.5% (1,080,168 / 1,375,188) of total daily hours spent within the City and Non-residential accounts for 21.5% (295,020 / 1,375,188). These percentages are used to allocate the capital costs for police and fire impact fee calculations.

Below is a list of the non-residential land uses:

- Industrial/Manufacturing – Generally includes Light Industrial, Heavy Industrial, Manufacturing, Mini-warehousing, and Industrial Parks.
- Hotel – A place of lodging that provides sleeping accommodation. Includes suites hotel, motel, resort hotels, etc.
- Recreational – Generally includes cultural organization facilities, camps, clubs, lodges, union halls, tourist attractions, and exhibits.
- Institutional – Generally includes schools, daycares, religious facilities, medical clinics, medical office buildings, and hospitals.
- Office Building – This land use consists of various types of office building.
- Retail – Generally includes all types of retail establishments such as shopping centers, stand-alone stores, grocery stores, department stores, auto repair shops, restaurants, and several others.
- Assisted Living Facility – Generally consists of assisted living facilities including: senior adult housing, congregate care facilities, retirement homes, nursing homes, and similar land uses.

(Remainder of page intentionally left blank)

Section 3 – Police Impact Fee

Introduction

The City maintains a Police Department to provide law enforcement services and ensure the safety and well-being of the community and residents of the City of Port Orange. The Police Department currently staffs 96 sworn officers and 21.5 civilian support positions to serve the City's existing population of 64,230. The Police Department operates out of a single station near the city center. In order to maintain appropriate staffing ratios, office space needs, and to provide the vehicles necessary to new officers, the Police Department will require infrastructure and capital investments.

Existing Impact Fees

The City does not currently charge Police Impact Fees for new development within the City limits.

Implementation of police impact fees will allow the City to charge development for their portion of impacts created on the police department, in terms of additional investments in facilities and additional vehicles for an expanded police force. This report uses the same methodology for both residential and non-residential development with the addition of various non-residential land uses presented in Section 2.

Existing Resources and Level of Service

The City currently staffs 96 sworn officers along with necessary support personnel. The staffing is as follows:

Table 8: Current Police Staffing

Position	Staffing
Chief	2.00
Patrol	70.00
Traffic	7.00
CID	13.00
Support Svc	4.00
F/T Civilian	21.00
P/T Civilian	0.50
Total	117.50

The City's Police Department currently consists of 117.50 full time equivalent positions. With 94 full time police personnel, after excluding the police chief and civilian staff, the current level of staffing achieves a Level of Service (LOS) of 1.46 officers per 1,000 population within the City's limits based on the 2022 population of 64,230. Additionally, since the impact fee methodology is based on functional population, the calculated LOS is 1.93 officers per 1,000 functional population based on the existing 48,756 functional population from on Table 6. While the police staffing uses a much more complex methodology based on demand, types of calls, large events and gatherings, growth expectations, area densities, types of developments, etc., the LOS is used for impact fee purposes to identify equitable allocations of the capital assets between existing and future development. The calculated impact fee will be designed to maintain the 1.93 officers per 1,000 functional population ratio. Therefore, an additional 12.07 officers would be added over the next ten years. The table below illustrates the total need for police officers and the LOS achieved.

(Remainder of Page Intentionally Left Blank)

Table 9: Existing and Projected Sworn Officers

Description	Existing	Projected Through 2032	
		Additional	Total
Officers	94.00	12.07	106.07
Functional Population	48,756	6,261	55,017
LOS Achieved (Personnel per 1,000 FP)	1.93	1.93	1.93

Incremental Costs

Costs related to growth in the police force typically include a combination of equipping new officers with vehicles and providing the necessary facilities such as office space in police stations. Since eligible impact fees costs are limited to capital items, certain costs are excluded from the impact fee analysis including other initial investments required such as field equipment and protective gear, outside of what is necessary to fully equip a police car, as well as ongoing operating and maintenance costs (salaries and benefits, etc.). Items included in the impact fee calculation have a minimum of a five-year life and are not replaced frequently.

The City must provide vehicles for existing and new officers. The City's fixed asset listing as of September 30, 2022, indicates there are 100 vehicles in service for the 96 sworn officers, including the police chiefs. It is common practice for police departments to have spare vehicles since those vehicles are so necessary to perform the protection services they provide. After excluding the police chiefs and their respective vehicles, the vehicles per officer ratio is 1.06, which includes those spare vehicles. This ratio will be used to determine the number of future vehicles needed as additional officers are added to maintain the spare vehicle ratio. The value of the new fully equipped vehicle of \$65,000 is used. This value is based on using the current average cost of \$60,000 and assuming officers are hired in a balanced pattern over the 10-year forecast, with a 2.3% – 2.4% per year escalation factor³. The replacement cost of the existing vehicles is \$642,200, based on reviewing the Replacement Cost New Less Depreciation (RCNLD) value as derived from the fixed asset data. The RCNLD value is based on applying an inflationary value to the original purchase price of the building assets based on when they were purchased and then factoring in the percentage that each asset has been depreciated based on the unique service life of each asset. For those assets that have been fully depreciated, the RCNLD value is \$0. The cost of providing vehicles to new officers is identified on the following table.

Table 10: Cost of Vehicles for New Officers

Description	Amount
New Sworn Officers	12.07
Vehicles per Officer	1.06
Total Vehicles Needed	12.84
Cost per Vehicle	\$65,000
Total Vehicle Costs for New Officers	\$834,700

As shown above, the total cost of additional vehicles over the next ten years is estimated at \$834,700.

Table 11: Total Vehicle Costs

Description	Amount
Existing Vehicles	\$642,200
Additional Vehicles	834,700
Total Vehicle Costs	\$1,476,900

³ Escalation factors from Congressional Budget Office (CBO) report titled "The Budget and Economic Outlook: 2022 to 2032", published in May 2022.

In addition to vehicles, the Police Department is responsible for providing adequate building space to house and train the officers and support staff.

The Police Department has plans to upgrade the Police Range. These upgrades would include a shoot house, classrooms, a SWAT obstacle course, and emergency vehicle operations driving track. The total cost of the future police range, after accounting for cost escalation, is estimated at \$3,215,800. This range will be available to serve growth beyond the forecasted period of ten years, so a portion of the total cost of the new station is allocated to be funded by future growth beyond 2032. The portion of the new station included in the total police capital costs is \$2,894,220, or 90%. This allocation was determined based on the existing population of 64,230, growth of 6,720 persons through 2032, and then an additional growth of 6,720 persons through 2042 resulting in a total population of 77,670 in 2042. The projected population in 2032 (64,230 persons plus 6,720 persons, or 70,950 total) represents 91% of the total expected population in 2042, which was rounded to 90% for the purpose of this report.

Below is a summary of the costs used to calculate the police impact fee.

Table 12: Total Police Capital Costs

Description	Amount
Existing Vehicles	\$642,200
Future Vehicles	834,700
Existing Facilities	13,436,300
Police Range Upgrades	2,894,220
Other Capital Costs	768,800
Total Capital Costs	\$18,576,220

Impact Fee Development

In order to develop the impact fees, it is necessary to calculate the cost per functional unit. First, the total capital costs are allocated between residential and non-residential using the functional population weighted estimates in Section 2 (Table 7).

Table 13: Allocated Police Capital Costs

Description	Total Capital Costs	% Residential	% Non-residential	Residential Capital Costs	Non-residential Capital Costs
Capital Costs	\$18,576,220	78.55%	21.45%	\$14,591,051	\$3,985,169

The allocated capital costs are divided by the functional population as identified in Section 2 to get a fee functional population. Then, the residential amounts are translated back into a fee per dwelling unit.

(Remainder of Page Intentionally Left Blank)

Table 14: Residential Police Fee Calculation

Description	Residential	Non-residential [1]
Capital Costs	\$14,591,100	\$3,985,200
2032 Functional Population	42,655	12,362
Fee per Functional Population [1]	\$342.07	\$322.38
Single Family FP per Unit	1.54	
Calculated Single Family Impact Fee per Unit	\$526.79	
Single Family Impact Fee per Unit	\$526.00	
Multi-Family FP per Unit	1.15	
Calculated Multi-Family Impact Fee per Unit	\$393.38	
Multi-Family Impact Fee per Unit	\$393.00	

[1] Non-residential fee per functional population is the basis for the non-residential fee as shown on Table 15.

In addition to the residential impact fees, a select number of non-residential land uses were identified in Section 2 with functional population factors. By applying these factors to the calculated police impact fee, the rate per unit of development for each land use is developed and provided on the table below.

Table 15: Non-Residential Police Impact Fees

Land Use	Impact Unit	FP Factor [1]	Impact Fee
Industrial/Warehousing	1,000 Sq Ft	0.43	\$139.00
Hotel	Rooms	0.81	260.00
Recreational	1,000 Sq Ft	1.23	395.00
Institutional	1,000 Sq Ft	1.24	399.00
Office Building	1,000 Sq Ft	0.98	317.00
Retail	1,000 Sq Ft	2.26	727.00
Assisted Living Facility	Beds	0.75	241.00

[1] Obtained from Exhibit 1.

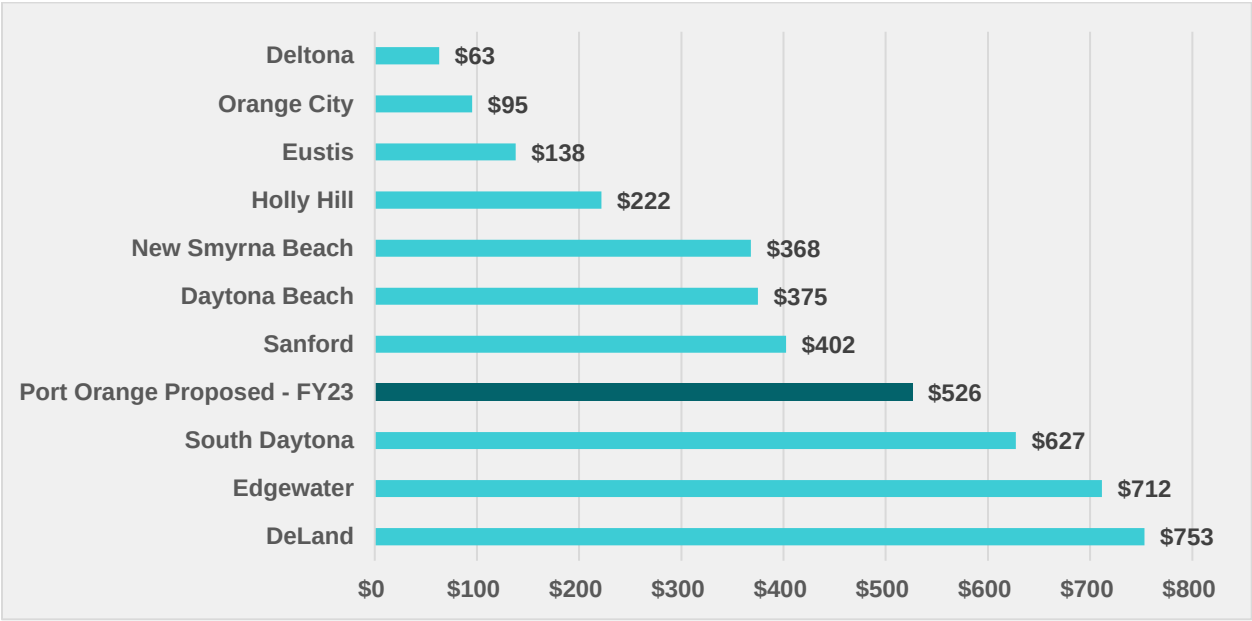
To meet the City's needs in terms of providing the necessary police related capital improvements, including expanding/upgrading existing facilities as required by growth, the City should consider adopting the fees to the maximum calculated amount as demonstrated on the tables above. Under the proposed/calculated impact fees growth would pay around \$2,093,000, as derived from Exhibit 2. If the City does not implement the maximum fees, then the City will not generate additional funds to offset the asset investments required to continue providing services to new development.

(Remainder of page intentionally left blank)

Police Impact Fee Comparisons

The following figure compares the City’s existing and calculated police impact fees for residential land uses with those imposed in other nearby communities.

Figure 2: Police Impact Fee Comparison per Single Family Residential Unit



(Remainder of page intentionally left blank)

Section 4 – Fire Impact Fee

Introduction

The City’s fire department is responsible for responding to all fire and medical emergencies within the City and its surrounding areas. Currently, the fire department is comprised of 65 total employees.

The City’s fire department is guided by standards published by the National Fire Protection Association (NFPA) in assessing its level of service needs. The fire department’s primary intent is to maintain staffing levels to be able to respond to service calls within a specified time period to all developed areas within the City limits.

As the residential and commercial development within the City increases, the potential demand for fire safety services may also increase causing a need for additional fire personnel, equipment, and vehicles. This section provides an analysis for the City’s consideration regarding the design of a fire impact fee based on the costs to meet demands from growth.

Existing Impact Fees

The City currently charges fire impact fees for new development within the City limits based on the classification of development of either residential or non-residential. The following table illustrates the fees charged:

Table 16: Existing Fire Impact Fees

Description	Impact Unit	Fire Impact Fee
Residential	Dwelling Unit	\$270.00
Non-Residential	Square Foot	\$0.20

These fees and the associated methodology were last put in place in 2005. Though growth is not projected to increased significantly, new development will still create impacts on the overall staffing and operations of the Fire Department. This report uses the same methodology for both residential and non-residential development with the addition of various non-residential land uses presented in Section 2.

Existing Resources and Level of Service

The City’s current operations for fire protection are based out of five fire stations. The current response time for emergency and non-emergency responses in the City is 6 minutes and 23 seconds. The Fire Department has an Insurance Services Offices (ISO) rating of 3 on a scale of 1 to 10, with 1 representing the highest level of fire protection. The Fire Department also has their own internal standards they strive to maintain as follows: first engine arrive on scene time of 240 seconds (4 minutes), initial full alarm (low and medium hazard) time of 480 seconds (8 minutes), and initial full alarm (high hazard/high-rise) time of 610 seconds (10 minutes and 10 seconds).

Incremental Costs

Costs related to the growth in the fire department typically include a combination of providing the necessary capital equipment including fire trucks, as fully equipped and ready to be put into service, and facilities. Since eligible impact fees costs are limited to capital items, certain costs are excluded from the impact fee analysis. The excluded costs are items such as uniforms, radios, and helmets. Items included in the impact fee calculation have a minimum of a five-year life. Since the City has plans to upgrade existing fire trucks and ambulances, the existing value of these assets are not included in the impact fee calculation in order to reflect the more current costs of providing these assets.

As discussed previously, the fire department utilizes five fire stations: Station 71, 72, 73, 74, and 75. The City has plans to rebuild Fire Station 73 with a new, upgraded, and expanded facility for a total inflated value of \$9,876,300. This new station has capacity to serve growth beyond the forecasted period of ten years, so a portion of the new

station included in the total fire capital costs is \$8,888,670, or 90%. This allocation was determined based on the existing population of 64,230, growth of 6,720 persons through 2032, and then an additional growth of 6,720 persons through 2042 resulting in a total population of 77,670. The projected population in 2032 (64,230 persons plus 6,720 persons, or 70,950 total) represents 91.3% of the total expected population in 2042, which was rounded to 90% for the purpose of this report.

The fire department has plans to upgrade one fire truck and two ambulances during the current fiscal year, as well as additional ongoing vehicle upgrades of pumpers, ambulances, and other trucks within the forecast period of ten years. Since these costs represent the most current and localized data for providing the necessary vehicles for the fire department, the costs of the future upgraded vehicles are included in the impact fee calculation, and the costs for the existing vehicles that will be replaced have been excluded. The total costs for the additional vehicles are shown on the table below:

Table 17: Current Fire Vehicles

Description
Fire Trucks
2003 Pierce Training Spare At 75
2004 Pierce Enforcer Backup #3
2010 Pierce Contender Backup #2
2012 Pierce Sabre Backup #1
2013 Pierce Sabre Pumper E-74
2014 Pierce Impel Ladder Quint Q-72
2015 Pierce Impel Rescue Pumper Sqe-75
2018 Pierce Impel Rescue Pumper E-71
2018 Pierce Impel 107' Ladder L-73
Brush Trucks
2008 Ford F550 4X4 Brush Br-72
2018 Ford F350 Brush Truck Br-74
Brush Truck BA-75
Ambulances
2016 Ram 4500 Ambulance M-73
2005 International 4300 Ambulance B-1

Table 18: Future Fire Vehicles

Description	Amount
Additional ALS Transport Units	\$829,100
Ambulance & Engine / Pumper	1,142,800
Vehicle Upgrade Program	2,530,300
Total	\$4,502,200

The table below summarizes all of the costs included in the impact fee calculation.

Table 19: Total Fire Capital Costs

Description	Amount
Existing Apparatus	\$1,189,800
Future Fire Vehicles	4,502,200
Existing Facilities and Land	5,214,300
FS 73 Upgrade & Station Alerting System	8,938,670
Total Capital Costs	\$19,844,970

Impact Fee Development

In order to develop the impact fees, it is necessary to calculate the cost per functional unit. First, the total capital costs are allocated between residential and non-residential using the functional population weighted estimates in Section 2 (Table 7).

Table 20: Allocated Fire Capital Costs

Description	Total Capital Costs	% Residential	% Non-residential	Residential Capital Costs	Non-residential Capital Costs
Capital Costs	\$19,582,870	78.55%	21.45%	\$15,381,700	\$4,201,100

The allocated capital costs are divided by the functional population to get a fee per functional population. Then, these amounts are translated back into a cost per dwelling unit for residential purposes using the functional population factors per dwelling unit as identified in Section 2.

Table 21: Residential Fee Calculation

Description	Residential	Non-residential [1]
Capital Costs	\$15,381,700	\$4,201,100
2032 Functional Population	42,655	12,362
Fee per Functional Population [1]	\$360.61	\$339.84
Single Family FP per Unit	1.54	
Calculated Single Family Impact Fee per Unit	\$555.34	
Single Family Impact Fee per Unit	\$555.00	
Multi-Family FP per Unit	1.15	
Calculated Multi-Family Impact Fee per Unit	\$414.70	
Multi-Family Impact Fee per Unit	\$414.00	

[1] Non-residential Fee per Functional Population is the basis for the Non-residential fee as shown on Table 23.

Table 22: Residential Fire Impact Fee Increase

Land Use	Existing Fee	Calculated Fee	Difference	% Difference
Single Family	\$270.00	\$555.00	\$285.00	105.6%
Multi-family	270.00	414.00	144.00	53.3%

As shown above, the calculated fees are significantly higher than the existing fees for fire. Based on the current provisions in F.S. 163.31801 regarding a maximum of a 50% fee increase and phasing provisions, we recommend the City implement a slightly rounded impact fee of \$405.00 for single family and multi-family residential units. This amount represents a \$135.00 increase or 50% over the existing \$270.00 fee per unit.

In addition to the residential impact fee, a select number of non-residential land uses were identified in Section 2 with functional population factors. By applying these factors to the calculated fire impact fee, the rate per unit of development for each land use is developed and provided on the table below.

Table 23: Calculated Non-Residential Fire Impact Fees

Land Use	Impact Unit	FP Factor	Existing Fee	Calculated Fee	Difference	% Difference
Industrial/Warehousing	1,000 Sq Ft	0.43	\$200.00	\$146.00	(\$54.00)	-27.0%
Hotel	Rooms	0.81	66.00	274.00	208.00	315.2%
Recreational	1,000 Sq Ft	1.23	200.00	417.00	217.00	108.5%
Institutional	1,000 Sq Ft	1.24	200.00	421.00	221.00	110.5%
Office Building	1,000 Sq Ft	0.98	200.00	334.00	134.00	67.0%
Retail	1,000 Sq Ft	2.26	200.00	766.00	566.00	283.0%
Assisted Living Facility	Beds	0.75	174.00	254.00	80.00	46.0%

As shown above, almost all of the calculated fees are significantly higher than the existing fees for fire, other than the industrial/warehousing land use. However, based on the current provisions in F.S. 163.31801 regarding a maximum of a 50% fee increase and phasing provisions, we recommend the City implement slightly rounded impact fees as shown in Table 24 below. These fees represent the maximum fee for each land use, as limited to a 50% increase per F.S. 163.31801.

Table 24: Fire Impact Fee Increase

Land Use	Impact Unit	Existing Fee	2023	2024	2025	2026
Single Family	Dwelling Unit	\$270.00	\$303.75	\$337.50	\$371.25	\$405.00
Multi-Family	Dwelling Unit	270.00	303.75	337.50	371.25	405.00
Industrial/Warehousing	1,000 Sq Ft	200.00	146.00	146.00	146.00	146.00
Hotel	Rooms	66.00	74.25	82.50	90.75	99.00
Recreational	1,000 Sq Ft	200.00	225.00	250.00	275.00	300.00
Institutional	1,000 Sq Ft	200.00	225.00	250.00	275.00	300.00
Office Building	1,000 Sq Ft	200.00	225.00	250.00	275.00	300.00
Retail	1,000 Sq Ft	200.00	225.00	250.00	275.00	300.00
ALF	Beds	174.00	194.00	214.00	234.00	254.00

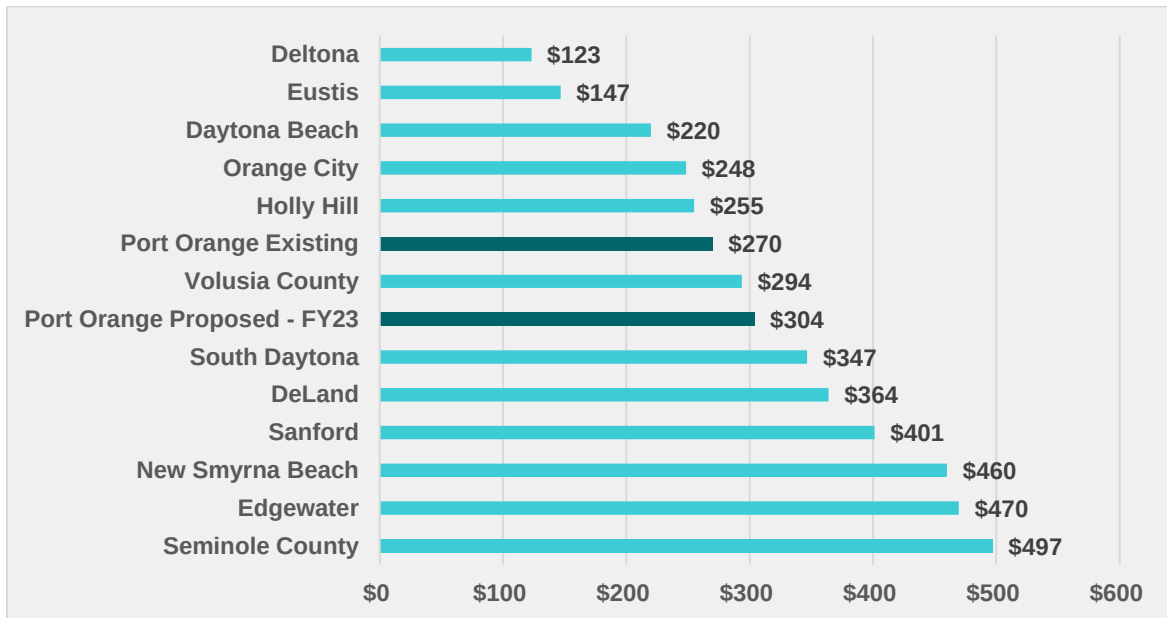
To meet the City's needs in terms of providing the necessary fire related capital improvements, including replacement/expansion of an existing fire station as required by growth, the City should increase the fees to the maximum allowable calculated amount as demonstrated on Table 24 above. Under the existing fire impact fees new development would pay around \$1,045,000 and under the proposed/calculated impact fees growth would pay around \$1,443,000, as derived from Exhibit 2. If the City does not implement the maximum fees, then growth will be underpaying their share of the capital improvements by approximately \$398,000, resulting in a funding shortfall to provide necessary improvements related to new growth.

(Remainder of page intentionally left blank)

Fire Impact Fee Comparisons

The following figure compares the City's existing and calculated fire impact fees for residential land uses with those imposed in other nearby communities.

Figure 3: Fire Impact Fee Comparison per Single Family Residential Unit



(Remainder of page intentionally left blank)

Section 5 – Parks and Recreation Impact Fee

Introduction

The City owns and maintains parks and recreation facilities for the use and benefit of its residents and visitors. As the City grows, additional facilities along with improvements to existing recreation amenities are necessary. This section provides an analysis for the City's updated parks and recreation impact fee based on the costs to meet demands from growth. This section relies on growth in residential population/development only.

Existing Impact Fees

The City currently charges a parks and recreation impact fee to be used for the expansion of parks and recreation related services that may be necessitated by growth. This fee is charged to all residential land uses. The following table provides the existing parks and recreation impact fees charged to new residential development:

Table 25: Existing Parks and Recreation Impact Fees

Description	Fee
Single Family	\$1,525.00
Townhomes/Duplex	\$1,438.00
Multi-Family	\$1,350.00

Existing Recreational Facilities

City staff provided a parks inventory that indicates that the City currently has 26 existing parks and recreation facilities encompassing approximately 472.10 total acres as summarized on Table 26. These parks are eligible for funding from impact fees due to demands from growth resulting in the need for expansion. The amenities provided throughout this network include playgrounds, boat ramps, tennis courts, softball fields, basketball courts, soccer fields, walking trails, an amphitheater, a community center, and a library. Each of the parks and facilities will also be available for use by future residents.

Table 26: Existing Parks and Facilities

Description	Total Acres	% Public Access	Public Acres
Adult Activity Center	5.10	0.0%	0.00
Airport Road Park	25.00	85.0%	21.25
Allen Green Center	8.00	0.0%	0.00
Buschman Park	25.00	85.0%	21.25
City Center Municipal Complex	11.00	85.0%	9.35
City Center Sports Complex	45.00	85.0%	38.25
Coraci Park	36.00	85.0%	30.60
Creekside Middle School	9.00	50.0%	4.50
Fredrick Street Park	5.00	85.0%	4.25
Golf Course at Cypress Head	129.95	85.0%	110.46
Ken Burn Park	5.00	85.0%	4.25
Kenneth W. Parker Amphitheater	1.10	85.0%	0.94
Lakeside Community Center	2.00	0.0%	0.00
Memorial Park	12.60	85.0%	10.71

Description	Total Acres	% Public Access	Public Acres
Port Orange Causeway Park	30.00	100.0%	30.00
Port Orange Gymnasium	2.65	85.0%	2.25
Port Orange Skate Park	0.63	85.0%	0.54
Port Orange Y.M.C.A	7.65	0.0%	0.00
Riverwalk Park	9.73	85.0%	8.27
Riverside Pavilion Park	2.45	0.0%	0.00
Russell Property	17.00	85.0%	14.45
Silver Sands Middle School	20.35	50.0%	10.18
Southwinds Soccer Complex	10.00	60.0%	6.00
Spruce Creek Recreational Facility	40.00	85.0%	34.00
Willow Run Park	10.00	85.0%	8.50
Dawnview Park	1.89	85.0%	1.61
Total	472.10		371.59

Level of service (LOS) for parks and recreational services is typically measured in terms of recreational acreage available per 1,000 population. This figure indicates whether the City has a sufficient amount of recreational acreage to serve its current residents. With a current population of 64,230, the LOS provided to existing residents is 7.35 acres of park and recreational lands per 1,000 residents, based on the 472.10 acres. The projected increase in City population from 64,230 to 70,950 by 2032 will reduce the LOS to 6.65 acres per 1,000 population, before the addition of additional park land.

Using RCNLD for facilities and current property values in the City for land, the City has invested \$41.89 million into the existing parks and recreation facilities. The City's investment in these facilities is largely anticipated to serve the increased population over the next 10-years and is included as a capital recoupment cost for impact fee determination.

Growth-Related Capital Improvements

The City has provided a Capital Improvement Plan (CIP) that identifies a range of projects including expansion, upgrade, and replacement of park land and facilities. This CIP has been reviewed with staff and updated based on the most current information available. All projects associated with replacement or refurbishment of existing facilities have been excluded from the impact fee calculations to maintain a conservative approach. All of the parks CIP projects are designed to serve growth beyond the forecasted period of ten years as the City begins to near buildout, so a portion of each of these projects are included in the park's capital costs for a total of \$12,339,900, or 90%. This allocation was determined based on the existing population of 64,230, growth of 6,720 persons through 2032, and then an additional growth of 6,720 persons through 2042 resulting in a total population of 77,670. The projected population in 2032 (64,230 persons plus 6,720 persons, or 70,950 total) represents 91.3% of the total population expected in 2042, which was rounded to 90% for the purpose of this report. The table below shows the CIP projects eligible for impact fee calculations and the portion included in the total capital costs.

(Remainder of Page Intentionally Left Blank)

Table 27: Parks and Recreation Capital Projects

Description	Total Project Cost	% Allocated to Existing and 10-Yr Growth	Adjusted Amount
Coraci North	\$3,089,500	90%	\$2,780,550
Restroom/ Concession Facility	400,800	90%	360,720
Westside Community Center	6,277,400	90%	5,649,660
Land Acquisition on Spruce Creek [1]	2,200,500	90%	1,980,450
Floating Docks on South Side of Causeway Park	497,800	90%	448,020
Parks Office Building	1,089,000	90%	980,100
Willow Run Soccer Complex	60,000	90%	54,000
Day Dock Riverwalk	96,000	90%	86,400
Total	\$13,711,000		\$12,339,900

[1] It was assumed the City would acquire 15 acres at a cost of \$146,700 per acre. The cost per acre was determined based on recent vacant property sales in Port Orange from Zillow.

Calculated Parks and Recreation Impact Fees

As mentioned previously, approximately \$41.89 million has been invested into the existing park facilities and an additional \$12.34 million is planned to be invested over the next several years. Since both existing and future investments in the parks department benefit both existing and future residents, the total amount invested is divided by the 2032 projected population of 70,950. The table below provides the parks and recreation impact fee calculation:

Table 28: Parks and Recreation Impact Fee Calculation

Description	Amount
Existing Investment	\$41,892,132
Planned Investment	12,339,900
Total Cost Basis to Recover	\$54,232,032
2032 Population	70,950
Fee per Person	\$764.37
Single Family Persons per Unit	2.56
Calculated Single Family Impact Fee per Unit	\$1,956.72
Single Family Impact Fee per Unit	\$1,956.00
Multi-Family Persons per Unit	1.92
Calculated Multi-Family Impact Fee per Unit	\$1,467.63
Multi-Family Impact Fee per Unit	\$1,467.00

(Remainder of Page Intentionally Left Blank)

Table 29: Calculated Parks and Recreation Impact Fee

Land Use	Existing Fee	Calculated Fee	Difference	% Difference
Single Family	\$1,525.00	\$1,956.00	\$431.00	28.3%
Townhomes/Duplexes	1,438.00	1,467.00	29.00	2.0%
Multi-Family	1,350.00	1,467.00	117.00	8.7%

As shown above, each of the calculated fees are higher than the existing fees for parks & recreation. Based on the current provisions in F.S. 163.31801 regarding fee increases and phasing provisions, we recommend the City implement slightly rounded impact fees as shown in Table 30 below. These fees represent a phase-in schedule for each land use, considering F.S. 163.31801 limitations.

Table 30: Parks and Recreation Impact Fee Increase

Land Use	Impact Unit	Existing Fee	2023	2024	2025	2026
Single Family	Dwelling Unit	\$1,525.00	\$1,632.75	\$1,740.50	\$1,848.25	\$1,956.00
Townhomes/Duplexes	Dwelling Unit	1,438.00	1,452.50	1,467.00	1,467.00	1,467.00
Multi-family	Dwelling Unit	1,350.00	1,408.50	1,467.00	1,467.00	1,467.00

We recommend the City implement a slightly rounded impact fee of \$1,956.00 per single family residential unit and \$1,467 per townhome/duplexes and multi-family residential units based on the analysis discussed above, phased-in as required by Florida Statutes and shown in Table 30. The existing parks and recreation impact fee per single family residential dwelling unit is \$1,525.00. The proposed impact fee of \$1,956.00 represents a \$431.00 increase from the existing fee level or 28.3%. The existing parks and recreation impact fee per townhome/duplex is \$1,438.00. The proposed impact fee of \$1,467.00 represents a \$29.00 increase from the existing fee level or 2.0%. The existing parks and recreation impact fee per multi-family residential dwelling unit is \$1,350.00. The proposed impact fee of \$1,467.00 represents a \$117.00 increase from the existing fee level or 8.7%.

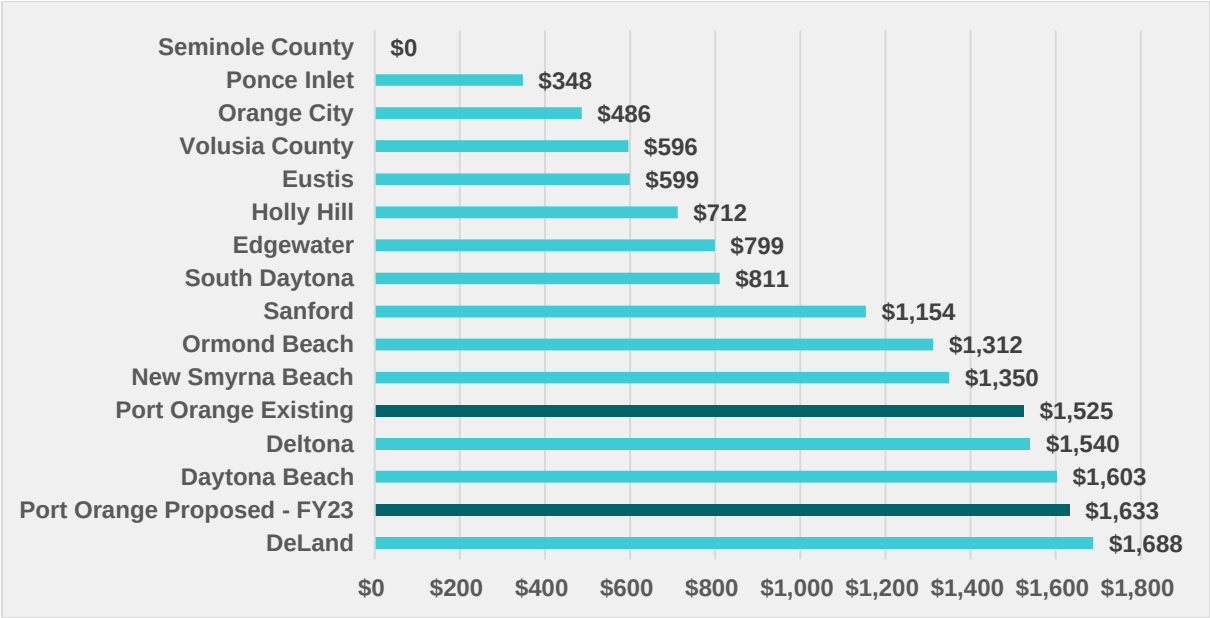
To meet the City's needs in terms of providing the necessary recreation related capital improvements, including purchasing additional land for parks and expanding/upgrading existing facilities as required by growth, the City should increase the fees to the maximum calculated amount as demonstrated on the tables above. As discussed in the Executive Summary, there are several factors causing an extraordinary circumstance for the City including recent large inflationary cost increases plus additional capital improvements based on a significant increase in population growth. Under the existing parks and recreation impact fees new development would pay around \$4,153,000 and under the proposed/calculated impact fees growth would pay around \$4,987,000, as derived from Exhibit 2. If the City does not implement the maximum fees, then growth will be underpaying their share of the capital improvements by approximately \$834,000, resulting in a funding shortfall to provide necessary improvements related to new growth.

(Remainder of Page Intentionally Left Blank)

Parks and Recreation Impact Fee Comparisons

The figure below provides the comparison to other local municipalities.

Figure 4: Parks and Recreational Impact Fee Comparison per Single Family Residential Unit



(Remainder of Page Intentionally Left Blank)

City of Port Orange
2023 Municipal Impact Fee Study
Exhibit 1: Non-Residential Functional Population

ITE	ITE CODE	Number of Parcels		Units	Bldg Sq Ft	Impact Unit	Occupants per Trip per Day		People per Unit per Day		Weekly Hours per Unit								Functional Pop. Coefficient	2022 Functional Population [1]	2032 Square Feet	2032 Functional Population
							Trips per Unit per Day	One Way Factor (50%)	Employees	Visitors	Employees	Visitors	Visitor hours per Trip	Business hours	Days per Week	Per Employee	Per Visitor	Total Hours				
					[a]		[b]	[c]	[d]	[e]	[f]	[g]	[h]	[i]	[j]	[k]	[l]	[m]	[n]	[o]		
Industrial/Warehousing	110	225	N/A		1,502,375	1,000 Sq Ft	4.87	2.44	1.00	1.75	1.57	1.51	0.25	9.00	5.00	70.69	1.89	72.58	0.43	649.00		
Hotel [1]	310	6	N/A		101,574	Rooms	7.99	4.00	1.00	1.75	0.56	6.02	1.00	24.00	7.00	93.61	42.11	135.72	0.81	249.00		
Recreational	495	23	N/A		67,196	1,000 Sq Ft	28.82	14.41	1.00	2.14	1.06	28.57	1.00	12.00	5.00	63.46	142.87	206.33	1.23	83.00		
Institutional	528	67	N/A		843,699	1,000 Sq Ft	14.37	7.19	1.00	1.77	2.83	7.71	1.00	12.00	5.00	169.72	38.55	208.28	1.24	1,046.00		
Office Building	710	598	N/A		899,809	1,000 Sq Ft	10.84	5.42	1.00	1.75	3.26	3.79	1.00	9.00	5.00	146.49	18.94	165.43	0.98	886.00		
Retail	820	387	N/A		3,023,274	1,000 Sq Ft	37.01	18.51	1.00	1.75	2.12	28.67	1.00	12.00	7.00	178.46	200.66	379.12	2.26	6,823.00		
Assisted Living Facility [2] [3]	253	8		541	470,639	Beds													0.75	405.00		
Total		1,314			6,908,566															10,141.00	8,421,503	12,362
		0			0																	

Footnotes:

[a] Summarized from property data obtained from the Volusia County Property Appraiser in July 2022

[b] From 11th Edition ITE Manual

[c] This factor is used to divide the trip rate in half which provides the basis for estimating visitors per day per impact unit

[d] Assumed one employee per trip

[e] From 2017 National Household Travel Survey, vehicle occupancy by trip purpose

[f] From 11th Edition ITE Manual per employee

[g] = ([c] - ([f]/[d]))*[e]

[h] Time assumption per visitor

[i] Time assumption per employee

[j] Time assumption

[k] = [f] * [i] * [j]

[l] = [g] * [h] * [j]

[m] = [k] + [l]

[n] = [m] / (24*7)

[o] = [n] * [a] / 1000

[1] Hotel functional population is based off the national average hotel room size of 330 square feet, based on the USA Today article dated November 4, 2015. Formula is [o] = [n] * [a] / 330

[2] Square footage per bed is based unit data on assisted living facilities located within Port Orange, sourced from Florida Health Finder (Agency for Health Care Administration)

[3] The functional population was determined by multiplying the functional population coefficient by the existing number of beds.
The Assisted Living Facility functional population coefficient is calculated as follows:

Res per Unit	1.00
Occupancy Rate	75.0%
Adjusted Res/Unit	0.75
Hours at Place	20.00
Workers/Unit	0.33
Work/hrs/day	9.00
Days/week	7.00
FP Factor	0.75

City of Port Orange
2023 Municipal Impact Fee Study
Exhibit 2: Revenue Forecast

Growth in Residential Units	2022 Households	2032 Households	Growth in Households	Annual Growth in Households
Single Family	21,432	23,674	2,242	224
Duplex/Triplex & Multi-Family	4,878	5,388	510	51
	26,310	29,062	2,753	275

Growth in Non-Residential Units/Sq. Ft.	2022 Units	Distribution	2032 Units	Growth	Unit	Growth in Units	Ann. Unit Growth
Industrial/Warehousing	1,502,375	21.7%	1,831,387	329,012	1,000 Sq Ft	329	33
Hotel	101,574	1.5%	123,818	22,244	Rooms	59	6
Recreational	67,196	1.0%	81,912	14,716	1,000 Sq Ft	15	1
Institutional	843,699	12.2%	1,028,464	184,765	1,000 Sq Ft	185	18
Office Building	899,809	13.0%	1,096,862	197,053	1,000 Sq Ft	197	20
Retail	3,023,274	43.8%	3,685,354	662,080	1,000 Sq Ft	662	66
Assisted Living Facility	470,639	6.8%	573,706	103,067	Beds	118	12
Total	6,908,566	100.0%	8,421,503	1,512,937			

Fire Impact Fees

Description	Units	Unit Growth	Existing Rate	Rev Forecast
Single Family	D.U.	2,242	\$270.00	\$605,411
Duplex/Triplex & Multi-Family	D.U.	510	\$270.00	137,794
				<u>\$743,204</u>
Industrial/Warehousing	1,000 Sq Ft	329	\$200.00	\$65,802
Hotel	Rooms	59	\$66.00	3,894
Recreational	1,000 Sq Ft	15	\$200.00	2,943
Institutional	1,000 Sq Ft	185	\$200.00	36,953
Office Building	1,000 Sq Ft	197	\$200.00	39,411
Retail	1,000 Sq Ft	662	\$200.00	132,416
Assisted Living Facility	Beds	118	\$174.00	20,532
				<u>\$301,951</u>
Total Fire Impact Fee Revenue				\$1,045,155
				<u>\$1,442,912</u>

Police Impact Fees

Description	Units	Unit Growth	Existing Rate	Rev Forecast
Single Family	D.U.	2,242	\$0.00	\$0
Duplex/Triplex & Multi-Family	D.U.	510	\$0.00	0
				\$0
Industrial/Warehousing	1,000 Sq Ft	329	\$0.00	\$0
Hotel	Rooms	59	\$0.00	0
Recreational	1,000 Sq Ft	15	\$0.00	0
Institutional	1,000 Sq Ft	185	\$0.00	0
Office Building	1,000 Sq Ft	197	\$0.00	0
Retail	1,000 Sq Ft	662	\$0.00	0
Assisted Living Facility	Beds	118	\$0.00	0
				\$0
Total Police Impact Fee Revenue				\$0
				\$2,092,838

Parks Impact Fees

[illegible]

Select Year: 2022 ▼ Go

The 2022 Florida Statutes (including 2022 Special Session A and 2023 Special Session B)

[Title XI](#)
COUNTY ORGANIZATION AND
INTERGOVERNMENTAL RELATIONS

[Chapter 163](#)
INTERGOVERNMENTAL
PROGRAMS

[View Entire
Chapter](#)

163.31801 Impact fees; short title; intent; minimum requirements; audits; challenges.—

- (1) This section may be cited as the “Florida Impact Fee Act.”
- (2) The Legislature finds that impact fees are an important source of revenue for a local government to use in funding the infrastructure necessitated by new growth. The Legislature further finds that impact fees are an outgrowth of the home rule power of a local government to provide certain services within its jurisdiction. Due to the growth of impact fee collections and local governments’ reliance on impact fees, it is the intent of the Legislature to ensure that, when a county or municipality adopts an impact fee by ordinance or a special district adopts an impact fee by resolution, the governing authority complies with this section.
- (3) For purposes of this section, the term:
 - (a) “Infrastructure” means a fixed capital expenditure or fixed capital outlay, excluding the cost of repairs or maintenance, associated with the construction, reconstruction, or improvement of public facilities that have a life expectancy of at least 5 years; related land acquisition, land improvement, design, engineering, and permitting costs; and other related construction costs required to bring the public facility into service. The term also includes a fire department vehicle, an emergency medical service vehicle, a sheriff’s office vehicle, a police department vehicle, a school bus as defined in s. [1006.25](#), and the equipment necessary to outfit the vehicle or bus for its official use. For independent special fire control districts, the term includes new facilities as defined in s. [191.009](#)(4).
 - (b) “Public facilities” has the same meaning as in s. [163.3164](#) and includes emergency medical, fire, and law enforcement facilities.
- (4) At a minimum, each local government that adopts and collects an impact fee by ordinance and each special district that adopts, collects, and administers an impact fee by resolution must:
 - (a) Ensure that the calculation of the impact fee is based on the most recent and localized data.
 - (b) Provide for accounting and reporting of impact fee collections and expenditures and account for the revenues and expenditures of such impact fee in a separate accounting fund.
 - (c) Limit administrative charges for the collection of impact fees to actual costs.
 - (d) Provide notice at least 90 days before the effective date of an ordinance or resolution imposing a new or increased impact fee. A local government is not required to wait 90 days to decrease, suspend, or eliminate an impact fee. Unless the result is to reduce the total mitigation costs or impact fees imposed on an applicant, new or increased impact fees may not apply to current or pending permit applications submitted before the effective date of a new or increased impact fee.
 - (e) Ensure that collection of the impact fee may not be required to occur earlier than the date of issuance of the building permit for the property that is subject to the fee.
 - (f) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the need for additional capital facilities and the increased impact generated by the new residential or commercial construction.

(g) Ensure that the impact fee is proportional and reasonably connected to, or has a rational nexus with, the expenditures of the funds collected and the benefits accruing to the new residential or nonresidential construction.

(h) Specifically earmark funds collected under the impact fee for use in acquiring, constructing, or improving capital facilities to benefit new users.

(i) Ensure that revenues generated by the impact fee are not used, in whole or in part, to pay existing debt or for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential or nonresidential construction.

(5)(a) Notwithstanding any charter provision, comprehensive plan policy, ordinance, development order, development permit, or resolution, the local government or special district must credit against the collection of the impact fee any contribution, whether identified in a proportionate share agreement or other form of exaction, related to public facilities or infrastructure, including land dedication, site planning and design, or construction. Any contribution must be applied on a dollar-for-dollar basis at fair market value to reduce any impact fee collected for the general category or class of public facilities or infrastructure for which the contribution was made.

(b) If a local government or special district does not charge and collect an impact fee for the general category or class of public facilities or infrastructure contributed, a credit may not be applied under paragraph (a).

(6) A local government, school district, or special district may increase an impact fee only as provided in this subsection.

(a) An impact fee may be increased only pursuant to a plan for the imposition, collection, and use of the increased impact fees which complies with this section.

(b) An increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increased fee is adopted.

(c) An increase to a current impact fee rate which exceeds 25 percent but is not more than 50 percent of the current rate must be implemented in four equal installments beginning with the date the increased fee is adopted.

(d) An impact fee increase may not exceed 50 percent of the current impact fee rate.

(e) An impact fee may not be increased more than once every 4 years.

(f) An impact fee may not be increased retroactively for a previous or current fiscal or calendar year.

(g) A local government, school district, or special district may increase an impact fee rate beyond the phase-in limitations established under paragraph (b), paragraph (c), paragraph (d), or paragraph (e) by establishing the need for such increase in full compliance with the requirements of subsection (4), provided the following criteria are met:

1. A demonstrated-need study justifying any increase in excess of those authorized in paragraph (b), paragraph (c), paragraph (d), or paragraph (e) has been completed within the 12 months before the adoption of the impact fee increase and expressly demonstrates the extraordinary circumstances necessitating the need to exceed the phase-in limitations.

2. The local government jurisdiction has held not less than two publicly noticed workshops dedicated to the extraordinary circumstances necessitating the need to exceed the phase-in limitations set forth in paragraph (b), paragraph (c), paragraph (d), or paragraph (e).

3. The impact fee increase ordinance is approved by at least a two-thirds vote of the governing body.

(h) This subsection operates retroactively to January 1, 2021.

(7) If an impact fee is increased, the holder of any impact fee credits, whether such credits are granted under s. 163.3180, s. 380.06, or otherwise, which were in existence before the increase, is entitled to the full benefit of the intensity or density prepaid by the credit balance as of the date it was first established.

(8) A local government, school district, or special district must submit with its annual financial report required under s. 218.32 or its financial audit report required under s. 218.39 a separate affidavit signed by its chief financial officer or, if there is no chief financial officer, its executive officer attesting, to the best of his or her knowledge, that all impact fees were collected and expended by the local government, school district, or special district, or were collected and expended on its behalf, in full compliance with the spending period provision in the

local ordinance or resolution, and that funds expended from each impact fee account were used only to acquire, construct, or improve specific infrastructure needs.

(9) In any action challenging an impact fee or the government's failure to provide required dollar-for-dollar credits for the payment of impact fees as provided in s. 163.3180(6)(h)2.b., the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee or credit meets the requirements of state legal precedent and this section. The court may not use a deferential standard for the benefit of the government.

(10) Impact fee credits are assignable and transferable at any time after establishment from one development or parcel to any other that is within the same impact fee zone or impact fee district or that is within an adjoining impact fee zone or impact fee district within the same local government jurisdiction and which receives benefits from the improvement or contribution that generated the credits. This subsection applies to all impact fee credits regardless of whether the credits were established before or after June 4, 2021.

(11) A county, municipality, or special district may provide an exception or waiver for an impact fee for the development or construction of housing that is affordable, as defined in s. 420.9071. If a county, municipality, or special district provides such an exception or waiver, it is not required to use any revenues to offset the impact.

(12) This section does not apply to water and sewer connection fees.

(13) In addition to the items that must be reported in the annual financial reports under s. 218.32, a local government, school district, or special district must report all of the following information on all impact fees charged:

(a) The specific purpose of the impact fee, including the specific infrastructure needs to be met, including, but not limited to, transportation, parks, water, sewer, and schools.

(b) The impact fee schedule policy describing the method of calculating impact fees, such as flat fees, tiered scales based on number of bedrooms, or tiered scales based on square footage.

(c) The amount assessed for each purpose and for each type of dwelling.

(d) The total amount of impact fees charged by type of dwelling.

(e) Each exception and waiver provided for construction or development of housing that is affordable.

History.—s. 9, ch. 2006-218; s. 1, ch. 2009-49; s. 5, ch. 2009-96; s. 5, ch. 2011-14; s. 1, ch. 2011-149; s. 1, ch. 2019-106; s. 5, ch. 2019-165; s. 5, ch. 2020-27; s. 1, ch. 2020-58; ss. 1, 2, ch. 2021-63.

CITY OF **Port Orange**

Transportation Impact Fee Study Update

June 2023
Revised



KIEFER PROFESSIONAL SERVICES, LLC

TABLE OF CONTENTS

INTRODUCTION	1
Methodology Overview	1
Transportation Impact Fee Overview	2
Legal Overview	2
Land Use Changes and Additions	6
LAND USE ASSUMPTIONS	8
Roadway Network	8
Existing and Future Land Use	23
Development Activity	27
Population and Employment	30
METHODOLOGY	32
Demand Component	32
Trip Generation	33
New Trip Factor	34
Average Trip Length	34
Local Adjustment Factor	35
Assessable Trip Length	37
Cost Component	38
Roadway Cost	38
Vehicle Miles of Capacity Per Lane Mile	43
Cost Per Vehicle Mile of Capacity	44
Net Cost Per Vehicle Mile of Capacity	45
Credit Component	45
Capital Improvement Credit	45
CALCULATED TRANSPORTATION IMPACT FEE SCHEDULE	50
APPENDIX A: FDOT Q/LOS – TABLE 1	61
APPENDIX B: LAND USE DEFINITIONS	63
APPENDIX C: FLORIDA STUDIES TRIP CHARACTERISTICS DATABASE	68
APPENDIX D: CALCULATED TRANSPORTATION IMPACT FEE SCHEDULE	73
APPENDIX E: HB 337 FEE INCREASE CAP CALCULATIONS	79

LIST OF TABLES

Table 1: Existing Major Roadway Network	10
Table 2: Traffic Volumes and Volume to Capacity Ratios (FDOT)	14
Table 3: Traffic Volumes and Volume to Capacity Ratios (City Roads)	18
Table 4: Traffic Volumes and Volume to Capacity Ratios (Volusia County Roads)	20
Table 5: Traffic Volumes and Volume to Capacity Ratios (State Roads)	22
Table 6: Development Activity	27
Table 7: Population Projections (Volusia County)	30
Table 8: Population Projections (City of Port Orange)	30
Table 9: Employment by Occupations	31
Table 10: NHTS Trends in Average Trip Length by Selected Trip Purposes	35
Table 11: Refined NHTS Data	36
Table 12: Localized Trip Length Ratios	36
Table 13: Land Use Category Trip Length Ratios	37
Table 14: Roadway Costs in TIP and CIP	40
Table 15: FDOT Cost Per Mile Models	41
Table 16: Other City Projects	41
Table 17: Port Orange Capacity Improvement Projects	42
Table 18: Capacity from Road Projects (Volusia County)	43
Table 19: Average Vehicle-Miles of Capacity (VMC) Added per Lane Mile	44
Table 20: Average Cost per Vehicle-Mile of Capacity Added	45
Table 21: CIP Transportation Projects	46
Table 22: Local Option Gas Tax Distributions	47
Table 23: Funding per Gallon	47
Table 24: Credit per VMT	49
Table 25: Net Cost per Service Unit	49
Table 26: Transportation Impact Fee Comparison	53
Table 28: Transportation Impact Fee	58
Table 29: Calculated Transportation Impact Fee Schedule	74

LIST OF FIGURES

Figure 1: Road Network Map (Maintenance)	11
Figure 2: Road Network Map (Functional Classification)	12
Figure 3: Road Network Map (Project Level of Service)	13
Figure 4: FDOT Monitoring Stations	16
Figure 5: Location of Redevelopment Areas.....	25
Figure 6: General Location of Commercial Nodes	26
Figure 7: Transportation Impact Fee Comparison per Single Family Residential Unit.....	54
Figure 8: Transportation Impact Fee Comparisons for Non-Residential	54

LIST OF APPENDICES

APPENDIX A: FDOT Q/LOS Table 1
APPENDIX B: Land Use Definitions
APPENDIX C: Florida Studies Trip Characteristics Database
APPENDIX D: Calculated Transportation Impact Fee Schedule
APPENDIX E: HB 337 Fee Increase Cap Calculations

Introduction

The City of Port Orange is located in Volusia County, north of New Smyrna Beach and south of South Daytona and Daytona Beach. The City comprises 26.79 square miles and provides an array of services to year-round and seasonal residents. Based on the published U.S. Census in 2020, the City's permanent population was 62,596. It is anticipated that the City will have modest growth over the next 20 years with the City's population projected to reach 66,051 by the year 2040. The City anticipates both residential and commercial development to continue to support existing and new residents. In order to meet this anticipated growth and development and to maintain current levels of service, the City will need to fund capital improvements to serve such development.

The City of Port Orange completed a transportation impact fee study in 2005, and adopted the transportation impact fee schedule in October, 2005. This study calculates new road impact fees based on current data and costs. It describes the existing impact fee rate, the basis for the fee, the rate methodology, the impact fee project list, and the recommended fee rate. The city recognizes the need to update the impact fee study to ensure the fees are based on most current and localized data.

The City of Port Orange has retained Raftelis Financial Consultants, Inc. with Kiefer Professional Services, LLC as a subconsultant, to prepare an update study to reflect changes to the cost, credit, and demand components since the last update study. The calculated fees represent the technically defensible level of impact fee that the city can charge; however, the City Council may choose to discount the fees as a policy decision.

Methodology Overview

In developing the impact fee program, a consumption-based impact fee methodology is utilized, which is commonly used throughout Florida. A consumption-based impact fee charges new development based upon the burden placed on services from each land use (demand). For transportation, vehicle-miles of travel is used as the demand component.

A consumption-based impact fee charges new growth the proportionate share of the cost of providing additional infrastructure available for use by new growth. Unlike a “needs-based” approach, the consumption-based approach ensures that the impact fee is set at a rate that does not generate sufficient revenues to correct existing deficiencies. As such, the City does not need to go through the process of estimating the portion of each capacity expansion project that may be related to existing deficiencies.

In addition, per legal requirements, a credit is subtracted from the total cost to account for the value of future tax contributions of new development toward any capacity expansion projects to ensure that the new development is not charged twice for the same service.

Transportation Impact Fee Overview

Transportation impact fees are collected to fund improvements that add capacity to the transportation system, accommodating the travel demand created by new development. A transportation impact fee is a fee assessed on new development for its impact on the city's transportation infrastructure. The fee is used to fund capital improvement projects for transportation infrastructure. New development brings additional traffic to local roads and impact fees can be imposed to fund a share of the needed improvements to the city's transportation infrastructure required by growth. The fee amounts are calculated to address a proportionate share of the cost of improvements to the City's transportation infrastructure necessary to serve new growth and development.

Impact fees allow local governments to finance construction improvements with a schedule in the government's comprehensive plan that ensures the improvements are in place to serve the service demands of new development. Thus, impact fees can support growth in some areas by assuring the construction of needed services. By planning for growth in advance, the City of Port Orange can avoid overburdening capital facilities to the point of slowing or halting development.

The City of Port Orange defines capital improvements as preliminary engineering design studies, land surveys, right-of-way acquisition, engineering, permitting and construction of all the necessary features for transportation projects including, but not limited to:

1. Construction of new through lanes;
2. Construction of new turn lanes;
3. Construction of new bridges;
4. Construction of new drainage facilities in conjunction with new roadway construction;
5. Purchase and installation of traffic signalization (including new and upgrading signalization);
6. Construction of curbs, medians, shoulders and sidewalks;
7. Relocating utilities to accommodate new roadway construction;
8. Transit facilities, including fixed guideway circulation systems.

Legal Overview

In Florida, legal requirements related to impact fees have primarily been established through case law since the 1980's. The "dual rational nexus" test is the most commonly cited legal justification for impact fees. Impact fees must comply with this test, which requires that they be supported by a study demonstrating that the fees are proportionate in amount to the need created by new development paying the fee; and be spent in a manner that directs a proportionate benefit to new development. This is typically accomplished through establishment of benefit districts (if needed) and a list of capacity adding projects included in the Capital Improvement Plan (CIP), Capital Improvement Element (CIE), or another planning document. Based on the City of Port Orange's historical practice and the size of the community, this study does not designate, or recommend establishment of, impact fee benefit districts.

Florida Impact Fee Act. The “Florida Impact Fee Act,” was passed by the Florida Legislature in 2006, which recognized impact fees as “an outgrowth of home rule power of a local government to provide certain services within its jurisdiction.”

§163.31801(2), Florida Statute. The statute, concerned with mostly procedural and methodological limitations, did not expressly allow or disallow any particular public facility type from being funded with impact fees. The Act did specify procedural and methodological prerequisites, such as the requirement of the fee being based on most recent and localized data, a 90-day requirement for fee changes, and other similar requirements, most of which were common to the practice already.

More recent legislation further affected the impact fee framework in Florida, including the following:

- **HB 227 in 2009:** The Florida legislation statutorily clarified that in any action challenging an impact fee, the government has the burden of proving by a preponderance of the evidence that the imposition or amount of the fee meets the requirements of state legal precedent or the Impact Fee Act and that the court may not use a deferential standard.
- **SB 360 in 2009:** Allowed fees to be decreased without the 90-day notice period required to increase the fees and purported to change the standard of legal review associated with impact fees. SB 360 also required the Florida Department of Community Affairs (now the Department of Economic Opportunity) and Florida Department of Transportation (FDOT) to conduct studies on “mobility fees,” which were completed in 2010.
- **HB 7207 in 2011:** Required a dollar-for-dollar credit, for purposes of concurrency compliance, for impact fees paid and other concurrency mitigation required.
- **HB 319 in 2013:** Applied mostly to concurrency management authorities, but also encouraged local governments to adopt alternative mobility systems using a series of tools identified in section 163.31801 (5)(f), Florida Statutes.
- **HB 207 in 2019:** Included the following changes to the Impact Fee Act along with additional clarifying language:
 - » Impact fees cannot be collected prior to building permit issuance; and
 - » Impact fee revenues cannot be used to pay debt service for previously approved projects unless the expenditure is reasonably connected to, or has a rational nexus with, the increased impact generated by the new residential and commercial construction.
- **HB 7103 in 2019:** Addressed multiple issues related to affordable housing/linkage fees, impact fees, and building services fees. In terms of impact fees, the bill required that when local governments increase their impact fees, the outstanding impact fee credits for developer contributions should also be increased.

This requirement will operate prospectively. HB 337, however, signed in 2021, deleted this clause and making all outstanding credits available for this adjustment. This bill also allowed local governments to waive/reduce impact fees for affordable housing projects without having to offset the associated revenue loss.

- **SB 1066 in 2020:** Added language allowing impact fee credits to be assignable and transferable at any time after establishment from one development or parcel to another that is within the same impact fee zone or impact fee district or that is within an adjoining impact fee zone or district within the same local government jurisdiction. In addition, added language indicating any new/increased impact fee not being applicable to current or pending permit applications submitted prior to the effective date of an ordinance or resolution imposing new/increased fees.
- **HB 1339 in 2020:** Requires reporting of various impact fee related data items within the annual financial audit report submitted to the Department of Financial Services.
- **HB 337 in 2021:** Placed limits on the amount and frequency of fee increases, but also included a clause to exceed these restrictions if the local governments can demonstrate extraordinary circumstances, hold two public workshops discussing these circumstances and the increases are approved by two-thirds of the governing body. This act is retroactive to January 1, 2021

The following paragraphs provide further detail on the generally applicable legal standards for this study.

Impact Fee Definition

- An impact fee is a one-time capital charge levied against new development.
- An impact fee is designed to cover the portion of the capital costs of infrastructure capacity consumed by new development.
- The principal purpose of an impact fee is to assist in funding the implementation of projects identified in the Capital Improvements Element (CIE) and other capital improvement programs for the respective facility/service categories.

Impact Fee vs. Tax

- An impact fee is generally regarded as a regulatory function established based upon the specific benefit to the user related to a given infrastructure type and is not established for the primary purpose of generating revenue for the general benefit of the community, as are taxes.
- Impact fee expenditures must convey a proportional benefit to the fee payer. This is accomplished through the establishment of benefit districts as needed, where fees collected in a benefit district are spent in the same benefit district. As previously stated, this study does not designate or recommend benefit districts for the City.
- An impact fee must be tied to a proportional need for new infrastructure capacity created by new development.

This report has been prepared to support legal compliance with existing case law and statutory requirements and documents the methodology used for impact fee calculations for each fee in the following sections, including an evaluation of the inventory, service area, level of service (LOS), cost, credit, and demand components.

Rational Nexus

To ensure a rational nexus, transportation impact fees must be spent only on growth related capital improvement projects directly benefiting developments from which fees were collected. The two core principles of the dual rational nexus test are Need and Benefit.

Need Test: In order to meet the rational demands upheld by courts, local governments must demonstrate that the new development creates a need for additional transportation facilities. Florida Statutes Chapter 163.3177 consists of required and optional elements for comprehensive plans. It establishes the requirement for a plan to incorporate a Capital Improvement Element which is designed to “consider the need for and the location of public facilities”¹. Comprehensive planning legislation has made it mandatory that all communities must plan for growth, and communities like Port Orange that are trying to manage growth must realize the need for growth to help pay for itself.

Growth creates a strain on the existing transportation network due to the increase in locally produced traffic. Impact fees are often adopted by communities experiencing rapid growth to manage this strain on the local road network. Growth can create the need for capacity expanding road improvements. Impact fees are designed in such a way that new developments pay a proportional share of those capacity needs. Also due to this growth, all features of the transportation network will be under strain including sidewalks and current traffic control devices which will soon be inadequate.

Benefit Test: In order to be legally sufficient in providing a benefit, an impact fee must have four characteristics required by Florida case law:

- (1) An impact fee must be imposed only on new development or new expansion of an existing development; and
- (2) An impact fee must be a one-time only charge; and
- (3) Revenues from impact fees must be allocated for capital expenses only, operating costs are excluded; and
- (4) The fee must represent a proportional share of the cost of the new facility needed to serve the new development.

¹ 163.3177(3)(a), Florida Statutes

Land Use Changes and Additions

As part of this update study, the following land uses were revised/added (listed alphabetically) to the City of Port Orange transportation impact fee schedule to reflect the most recent data on demand variables:

- **Airport Hanger** – this land use was removed from the impact fee schedule due to lack of data. There is no listed ITE LUC for this use.
- **Auto Care/Detailing** – land use removed as it conflicts with related land uses and is supported by only one study from the ITE 10th Edition.
- **Brewery Tap Room** – land use added to account for possible developments of this type. This is a new land use, incorporated by the ITE 11th Edition. A brewery tap room is a designated area found in conjunction with a brewery in which customers can try samples of a brewery's products. These rooms are typically located on-site and can be used as a way to sell beer or related products directly to the customer.
- **Car Wash** – land use removed and updated with separate ITE 11th Edition land use codes for Self-Service Car Wash and Automated Car Wash.
- **CBD Sandwich Shop**: The CBD Sandwich Shop is a more specific land use than anything in the list, and thus was combined with restaurant.
- **Clinic** – land use added to reflect the provision of this service in communities. A clinic is any facility that provides limited diagnostic and outpatient care but is unable to provide prolonged in-house medical and surgical care. Clinics commonly have lab facilities, supporting pharmacies, and a wide range of services (compared to the medical office, which may only have specialized or individual physicians).
- **Coffee/Donut Shop** – land use added with ITE 11th Edition tiering, similar to fast food restaurant land use.
- **Convenience Store w/Gas and Fast Food** – land use was removed as it overlaps with another land use and not consistent with ITE 11th Edition.
- **Convenience Store/Gas Station** – land use tiered based on ITE 11th Edition realignment, charged per 1,000 sq. ft.:
 - Convenience Store/Gas Station 2,000 – 4,000 GFA
 - Convenience Store/Gas Station 4,500 – 5,000 GFA
 - Convenience Store/Gas Station 5,500 – 10,000 GFA
- **Fast Food Restaurant** – land use updated to ITE 11th Edition for fast food restaurants with and without a drive-thru, and no indoor seating.
- **Gas Station/Service Station** – land use was added to the schedule to reflect the service without additives.
- **General Office** – land use square footage tiering was removed. ITE 11th Edition indicates an office building (LUC 710) houses multiple tenants that can include, as examples, professional services, insurance companies, investment brokers, a banking institution, a restaurant, or other service retailers. A general office building with a gross floor area of 10,000 square feet or less is classified as a small office building (LUC 712).
- **General Recreation** – this land use was removed from the impact fee schedule due to lack of data. There is no listed ITE Land Use Code (LUC) for this use.
- **Health/Fitness Club** – land use added to reflect current lifestyle trend.

- **Liquor Store** – land use added to account for this specific type of sales. A liquor store specializes in the sale of repackaged alcoholic beverages intended to be consumed off the store’s premises.
- **Local Park:** The park land use was removed from the impact fee list, as municipal projects do not generally pay impact fees and trips are calculated by acre and not building square footages.
- **Major Sport Facility** – this land use was removed from the impact fee schedule due to lack of data. There is no listed ITE LUC for this particular use. There is a LUC 462 for Professional Baseball Stadium but it is only for baseball and the number of ITE studies is limited to only two.
- **Marijuana Dispensary** – land use added to reflect new legislation regarding this substance. A marijuana dispensary is a stand-alone facility where cannabis is sold to patients or retail consumers in a legal manner.
- **Medical-Dental Office Building** – land use added to the schedule (charged per 1,000 sq ft).
- **Multi-Family Low-Rise, Mid-Rise, High-Rise** – Based on ITE 11th Edition, the apartment and condo/townhouse land uses were combined into a single “multi-family” category that is tiered based on the number of floors (charged per dwelling unit). These two tiers replace the current “multi-family” land use. The Residential Condominium/Townhouse and Apartment land use was subsequently removed from the schedule and replaced with the updated land use descriptions.
- **New and Used Car Sales** – land use removed and replaced with distinctive land uses codes for New Car Sales and Used Car Sales.
- **Nursery (Garden Center)** – land use added as a residential and commercial support land use. A nursery or garden center is a free-standing building with an outside storage area for planting or landscape stock. The nurseries surveyed primarily serve the general public. Some have large greenhouses and offer landscaping services.
- **Pharmacy/Drugstore without Drive-Through Window** – land use added as per ITE 11th Edition, related to similar land use with drive-through window.
- **Residential with Ground Floor Commercial** – this land use was added to reflect current trends of mixed-use development. The category is tiered based on the number of floors.
- **Retail/Shopping Center** – previous land use square footage tiering was removed. ITE 11th Edition split retail into three separate land uses based on square footage. The current tiering was replaced with this ITE version of tiering for shopping center (>150K SF), shopping plaza (40-150K SF), strip retail plaza (<40K SF)
- **Single-family Residential:** The ITE 11th Edition has added a “single-family attached” land use, which removes duplex / townhome uses (shared walls, but not shared floor/ceilings) from the multi-family land use. The single-family residential land use thus covers both attached and detached single-family homes.
- **Small Office** – land use was added to reflect a general office building less than 10,000 square feet.
- **Tire Store/Auto Repair** – land use updated with ITE 11th Edition description, Tire Superstore. A tire superstore is a warehouse-like facility with the primary function of selling and installing tires for automobiles and small trucks. Other services provided may include automotive maintenance functions such as wheel alignment or shock and brake service and customer services. A tire display, customer waiting lounge, restroom facilities, staff office space, and significant storage area are also provided

Land Use Assumptions

Before calculating transportation impact fees, it was first necessary to evaluate the road network of Port Orange and gather information about the existing and proposed future land uses. Population and employment data were also reviewed. This section contains a summary of the land use assumptions and other demographic information about Port Orange.

Roadway Network

The City has been successful at creating a well-connected, relatively compact urban form and walkable transportation system. The older east side of the city features a tightly gridded network of streets which disperses traffic enough to be safely walkable without sidewalks. The areas developed after 1970 are more loosely gridded, but are built with sidewalks on both sides of each street to accommodate walking. The City's arterial and collector roads feature extra-wide sidewalks that are used by pedestrians and cyclists alike. Timely investments in roadway capacity have ensured that the state, county, and local roadways running through the City are mostly free of congestion. The major corridors are also served by transit, including a "super stop" transfer point for five different routes. Overall, the City has been progressive with its planning and access management, especially along Dunlawton Avenue.

The City utilizes a Transportation Concurrency Exception Area (TCEA) within its central core redevelopment area, known as Port Orange Town Center. State-mandated transportation concurrency requirements are utilized outside of the TCEA as an important tool to maintain transportation mobility. The TCEA in the Port Orange Town Center allows the City to focus on other mobility strategies instead of road-widening, with the goal of reducing urban sprawl.

The City has adopted the Dunlawton Corridor Plan, which is a detailed plan covering approximately 640 acres along Dunlawton Avenue. The plan details all aspects of development from infrastructure coordination to architectural and urban design controls. Since the Plan's creation in 1989, the majority of the property along the Dunlawton corridor has been built out. The City intends to update the Plan to account for the development activity since that time and to include additional lands west of Williamson Boulevard planned for future development. The City also intends to create new Corridor Plans for its other major arterial corridors.

In the western half of the city, much of the land has been developed at low densities, with relatively few roadway connections. Although the infrastructure exists to support additional development and redevelopment, connecting this development to the residential areas will be difficult because of the manner in which the road network and lots have been laid out. Physical constraints in the west side of the City include the reliance upon a small number of major roads to handle most of the traffic; a curvilinear street pattern with few interconnections; low densities to support transit and other modes; and I-95, which itself constricts movement between the east and west portions of the city.

Based on the long-term projections, the City may need to consider designating additional roadway segments as constrained facilities, since they likely will not be widened beyond what is currently planned or programmed.

The following tables and maps show the overall layout and conditions of Port Orange roadways.

Table 1 shows the major roadway network, including street names, the associated segment, FDOT functional classification, and the estimated length in miles. The miles were estimated by measuring distance in a GIS map. The remainder of roadways located in the City of Port Orange boundary are classified as local roads.

Figure 1, Figure 2, and Figure 3 depict the roadway network as it relates to jurisdictional maintenance, roadway functional classification, and prior and projected roadway level of service for the year 2025. The maps are from the City's 2009 Comprehensive Plan (currently being updated) and illustrate the development of new roadway links and future LOS concerns.

Table 2 and Figure 4: FDOT Monitoring Stations, show daily traffic volumes and Volume-to-Capacity (V/C) ratios for State roadways located in the City. Based on this information, segments of South Williamson Boulevard and Taylor Road have a V/C ratio greater than 1.0 (or 100%), which indicates it is failing. This is consistent with the project LOS on the City's maps from the Comprehensive Plan.

(Remainder of page intentionally left blank)

Table 1: Existing Major Roadway Network

Street Name	From	To	Classification	Length (Miles) ¹
Isabelle Ave.	Ridgewood Ave.	Nova Rd.	Collector	1.15
Spruce Creek Rd.	Canal View Blvd.	Dunlawton Ave.	Collector	0.10
Spruce Creek Rd.	Dunlawton Ave.	Commonwealth Blvd.	Minor Arterial	1.05
Spruce Creek Rd.	Commonwealth Blvd	Nova Rd	Minor Arterial	0.49
Spruce Creek Rd	Nova Rd.	Taylor Rd.	Minor Arterial	0.70
Spruce Creek Rd.	Taylor Rd.	Central Park Blvd.	Collector	1.01
Spruce Creek Rd.	Central Park Blvd.	South city limit	Collector	1.07
Madeline Ave	McDonald Rd.	Nova Rd.	Minor Arterial	0.61
Madeline Ave	Nova Rd.	Clyde Morris Blvd.	Minor Arterial	1.25
Herbert St.	Halifax Dr.	5th St.	Collector	0.76
Herbert St.	5th St.	S. Nova Rd.	Collector	0.82
Herbert St.	S. Nova Rd..	Clyde Morris Blvd.	Collector	1.12
Willow Run Blvd.	Clyde Morris Blvd.	West city limit	Collector	1.21
Hensel Rd.	Taylor Rd.	South terminus	Collector	1.33
Country Ln.	Village Tr.	Taylor Rd.	Collector	1.06
Central Park Blvd.	Spruce Creek Rd.	Hensel Rd.	Collector	1.04
Central Park Blvd.	Spruce Creek Rd.	Nash Lane	Collector	0.34
Oak St.	Dunlawton Ave.	Ridgewood Ave.	Collector	0.095
Oak St.	Dunlawton Ave.	Jackson St..	Collector	0.033
Canal View Blvd.	Nova Rd.	Spruce Creek Rd.	Collector	0.75
Charles St.	McDonald Rd.	Ridgewood Ave.	Collector	0.75
Jackson St.	Spruce Creek Rd.	Madeline Ave.	Collector	1.89
Victoria Gardens Blvd.	Clyde Morris Blvd.	Dunlawton Ave.	Collector	0.51
Village Tr.	Dunlawton Ave.	Nova Rd.	Collector	0.66
Yorktowne Blvd.	Dunlawton Ave.	Hidden Lake Dr.	Collector	0.85
Yorktowne Blvd.	Dunlawton Ave.	Taylor Rd.	Collector	0.49
City Center	Dunlawton Ave.	Herbert St./Clyde Morris Blvd.	Collector	Note (1)
City Center Drive	City Center Circle	Herbert St.	Collector	0.30
City Center Circle	N/A	N/A	Collector	0.48
City Center Blvd.	City Center Circle	S. Clyde Morris Blvd.	Collector	0.20
City Center Pkwy	City Center Circle	Dunlawton Ave.	Collector	0.47
		Total Estimated Miles:		22.59

Note (1): City Center defined in smaller segments.

¹ Length estimated (map survey)

Figure 1: Road Network Map (Maintenance)

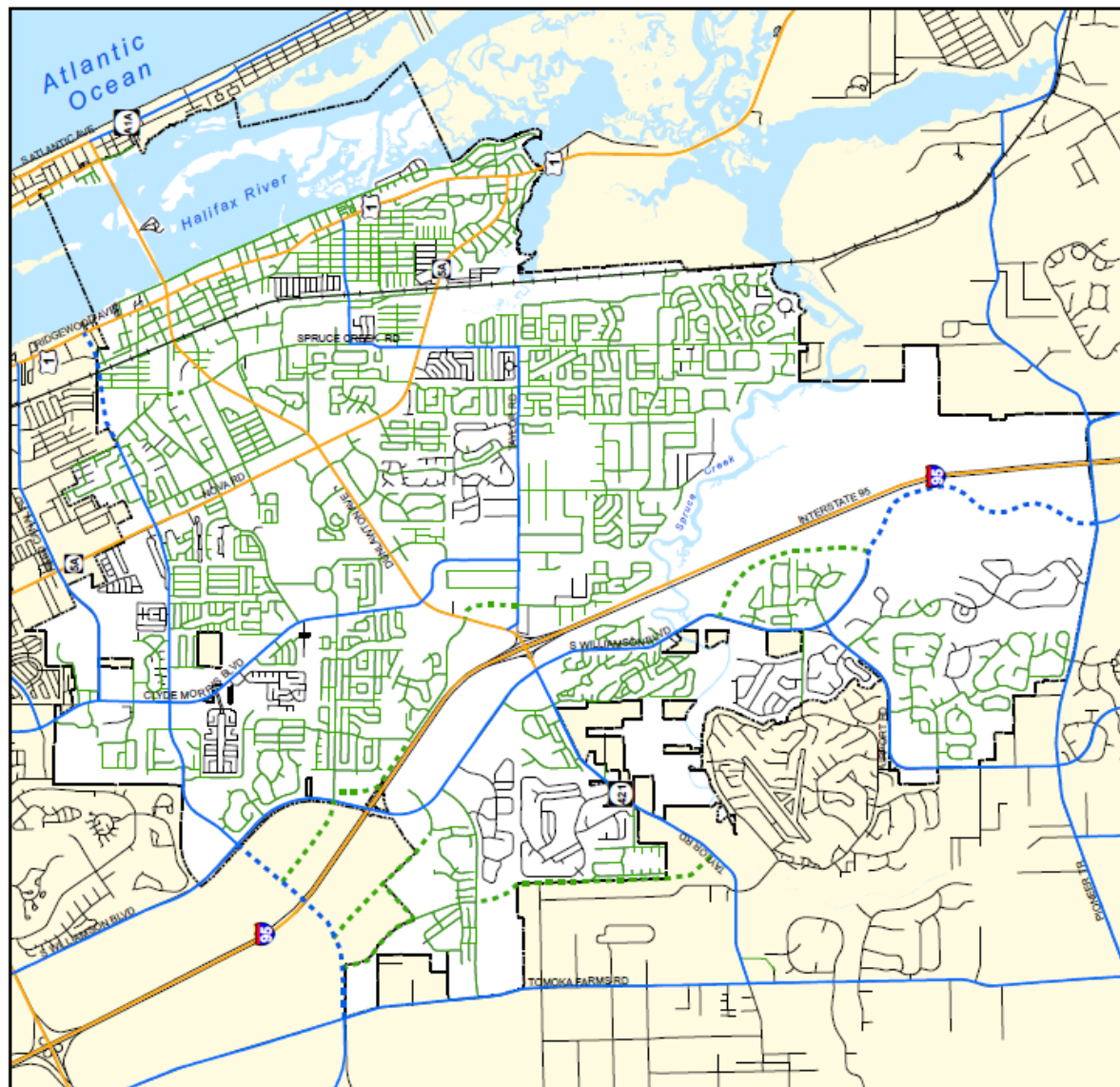


FIGURE 2 - 2

Roadway Maintenance

Existing (2009) & Proposed (2025)

Legend

- State Maintained
- County Maintained
- Proposed County Maintained
- City Maintained
- Proposed City Maintained
- FEC Railroad
- City Boundary

City of Port Orange

COMPREHENSIVE PLAN UPDATE 2010

SOURCE: City of Port Orange Community Development
July 2010

Figure 2: Road Network Map (Functional Classification)

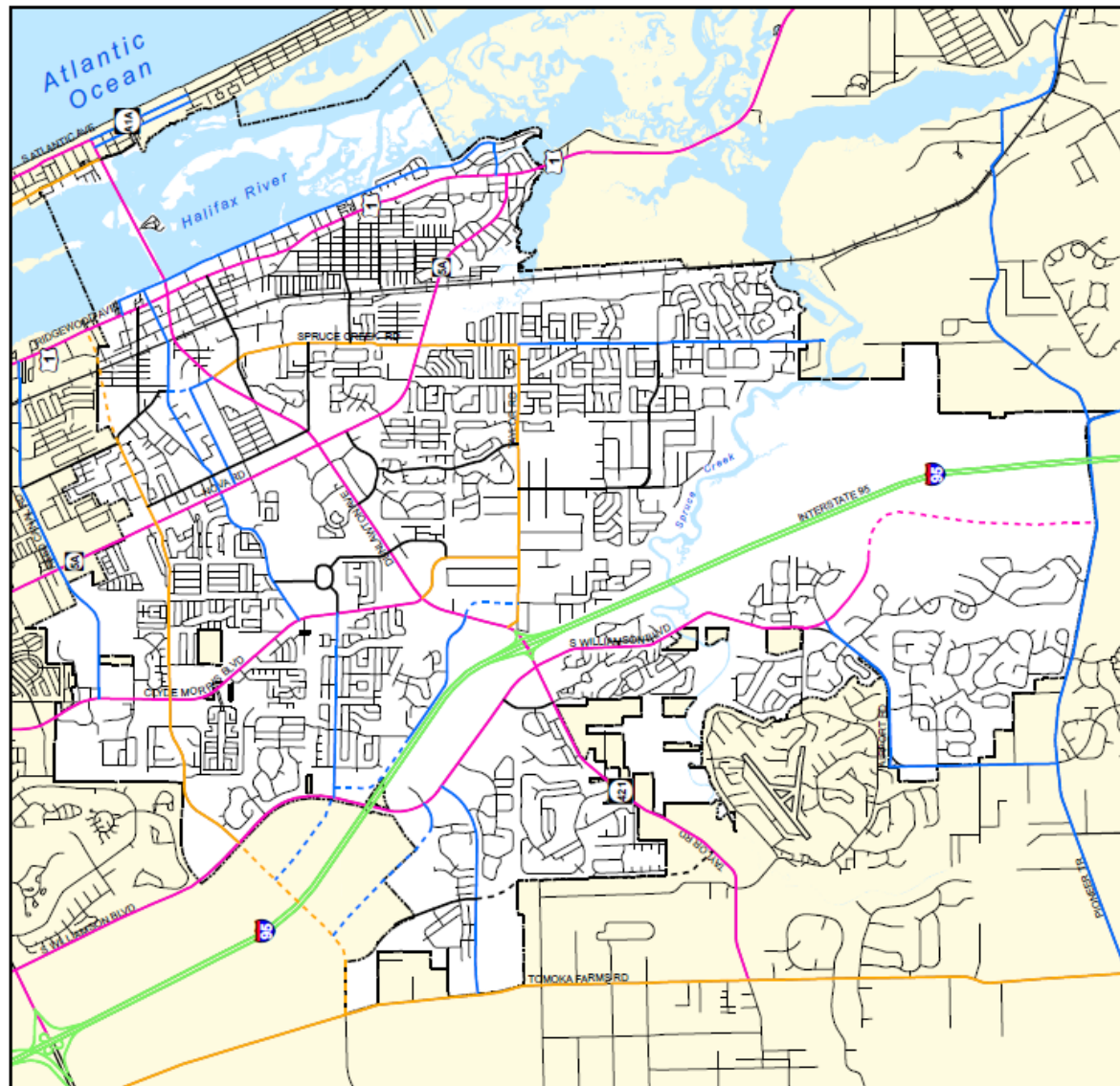


FIGURE 2 - 1

Roadway Functional Classification

Existing (2009) & Proposed (2025)

Legend

- Principal Arterial - Limited Access
- Urban Principal Arterial
- - - Proposed - Urban Principal Arterial
- Urban Minor Arterial
- - - Proposed - Urban Minor Arterial
- Urban Collector
- - - Proposed - Urban Collector
- Urban Local Collector
- - - Proposed - Urban Local Collector
- + + + FEC Railroad
- City Boundary

City of Port Orange

COMPREHENSIVE PLAN UPDATE 2010

SOURCE: City of Port Orange Community Development
July 2010

Figure 3: Road Network Map (Project Level of Service)

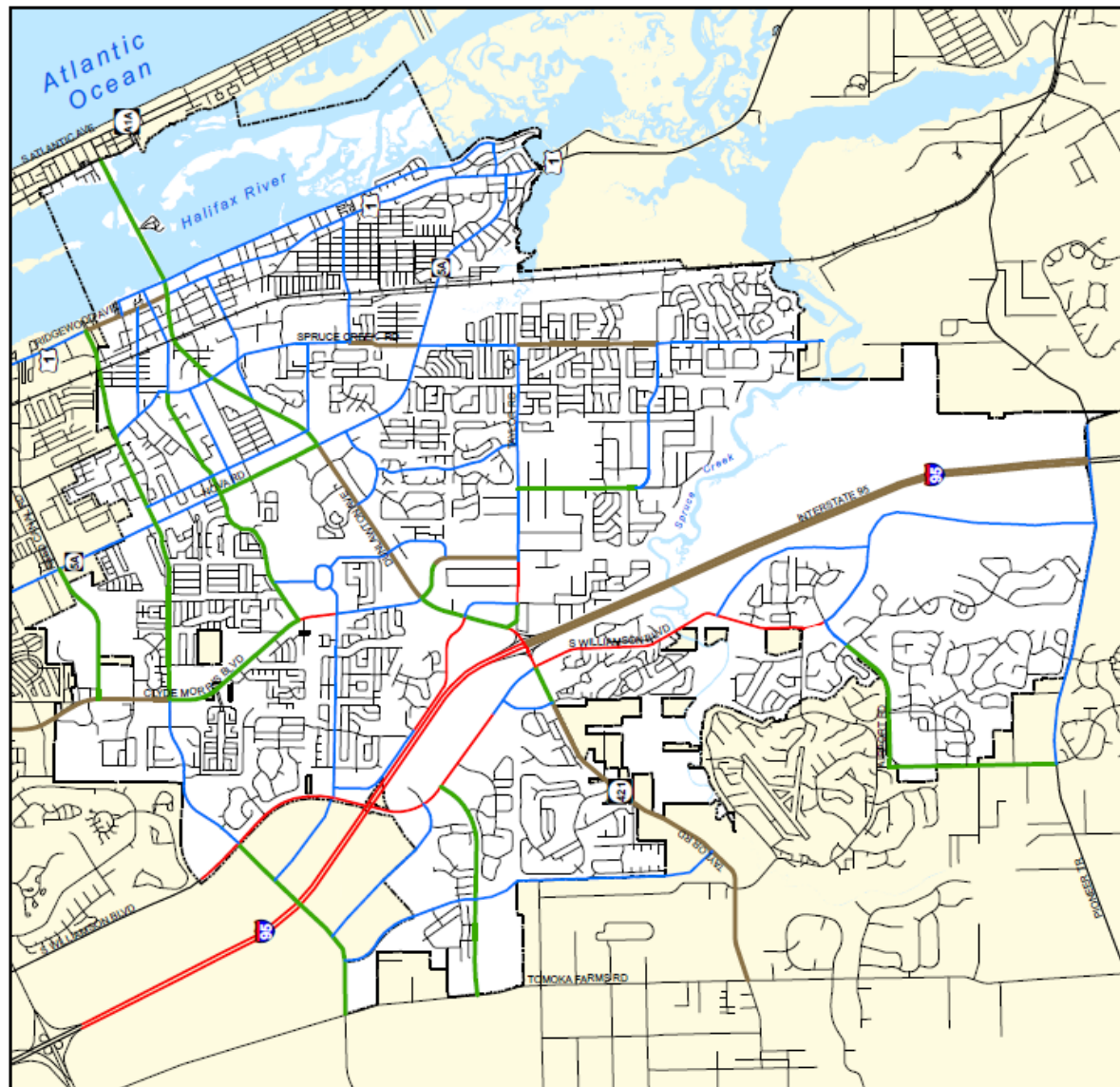


FIGURE 2 - 10

*Roadway
Level of Service
(2025)*

Legend

Level of Service

- LOS A
- LOS B
- LOS C
- LOS D
- LOS E
- LOS F

City of Port Orange
COMPREHENSIVE PLAN UPDATE 2010

SOURCE: City of Port Orange Community Development
July 2010

Table 2: Traffic Volumes and Volume to Capacity Ratios (FDOT)

Station	Location	Segment	AADT	No. of Lanes	Undivided / Divided	MSV at LOS D	MSV Adjustment Factor ¹	MSV	V/C
798094	Reed Canal Rd	Reed Canal Rd, E of Clyde Morris Blvd	6,700	2	Undivided	13,300	5%	13,965	48%
797090	Clyde Morris Blvd	Clyde Morris Blvd, 0.22 Mi N of Madeline Ave	25,000	4	Divided	35,500	5%	37,275	67%
798146	S Williamson Blvd	Williamson Blvd (S), N of SR-421/Taylor Rd	17,300	4	Divided	35,500	0%	35,500	49%
797081	S Williamson Blvd	On S Williamson Blvd., 1.25 Miles North of I-95	17,900	2	Divided	16,200	0%	15,390	116%
790213	Ridgewood Ave	On US-1, 0.619 Mi. N of A1A (Dunlawton Ave.)	24,000	6	Divided	53,500	5%	56,175	43%
797096	Charles St	Charles St, 0.43 Mi W of US-1/Ridgewood Ave	2,300	2	Undivided	13,300	0%	12,635	18%
798116	Halifax Dr	Halifax Dr/Ocean Ave, N of Sr-A1A/Dunlawton	600	2	Undivided	13,300	0%	12,635	5%
798098	Herbert St	Herbert St, E of Clyde Morris Blvd	7,100	2	Undivided	13,300	0%	12,635	56%
798099	Canalview Blvd	Canal View/Spruce Creek, E of SR-5A/Nova Rd	8,200	2	Undivided	13,300	0%	13,300	62%
791017	Nova Rd	On SR-5A (Nova Rd), 0.442 Mi. N of SR-421	18,000	4	Divided	35,500	0%	35,500	51%
790458	Nova Rd	On SR-5A, 1.194 Mi. N of US-1	18,200	4	Divided	35,500	0%	35,500	51%
798220	Willow Run Blvd	Willow Run, 800' E of Williamson Blvd	7,300	2	Undivided	13,300	0%	13,300	55%
798165	Tomoka Farms Rd	Tomoka Farms Rd, N of Taylor Rd	9,900	2	Undivided	16,200	0%	16,200	61%
798219	Town West Blvd	County Town W Blvd, 900' W of Williamson Ave	8,000	2	Divided	13,300	5%	13,965	57%
797075	Taylor Rd	Taylor Rd, 0.17 Mi W of S Williamson Blvd.	15,300	2	Undivided	16,200	5%	17,010	90%
790517	Dunlawton Ave	On SR-421, 0.394 Mi. NE of I-95	52,000	6	Divided	53,500	5%	56,175	93%
791014	Dunlawton Ave	On SR-421, 0.252 Mi. W Of SR-5A	39,000	6	Divided	53,500	5%	56,175	69%
791015	Dunlawton Ave	On SR-421, 0.4385 Mi. E of SR-5A	32,000	4	Divided	35,500	5%	37,275	86%
795181	Dunlawton Ave	On SR-421, 0.804 Mi. W of SR-5	25,500	4	Divided	35,500	5%	37,275	68%
790427	Dunlawton Ave	On SR A1A, 0.38 Mi. E of US-1	24,500	4	Divided	35,500	0%	35,500	69%

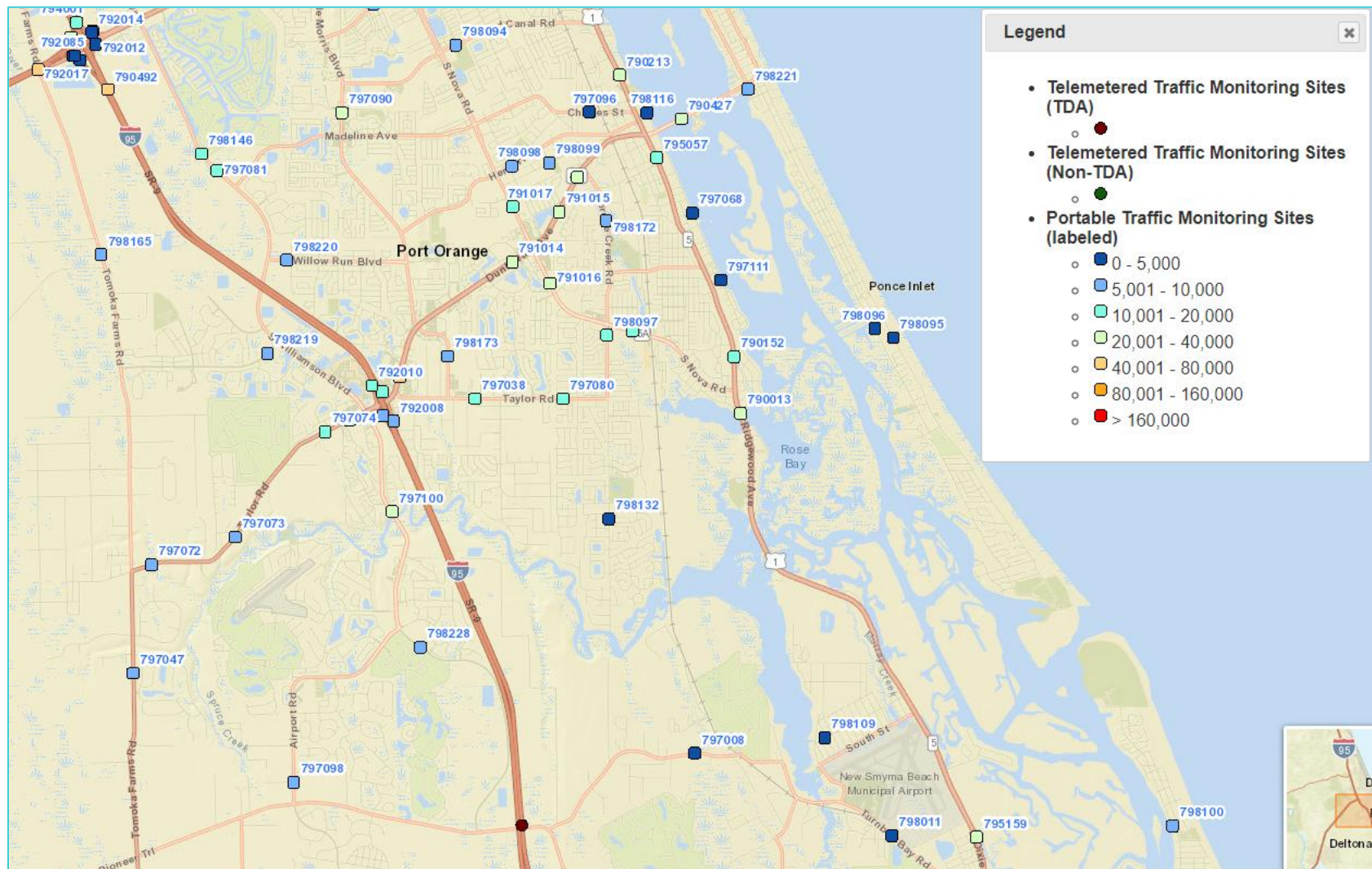
¹ Median & Turn Lane Adjustments

Table 2 (Continued)

Station	Location	Segment	AADT	No. of Lanes	Undivided / Divided	MSV at LOS D	MSV Adjustment Factor ¹	MSV	V/C
798221	S Peninsula Dr	S Peninsula Dr/Demotte Ave 300' S of Dunlawton Ave	5,700	2	Undivided	13,300	0%	13,300	43%
797068	Riverside Dr	Halifax Dr, 0.85 Mi S of Dunlawton Ave	1,000	2	Undivided	13,300	0%	13,300	8%
797111	Riverside Dr	Halifax/Riverside, 1.52 Mi S of Dunlawton Ave	750	2	Undivided	13,300	0%	13,300	6%
795057	Ridgewood Ave	On US-1, 0.246 Mi. S of SR-A1A	17,600	4	Divided	35,500	0%	35,500	50%
790152	Ridgewood Ave	On US-1, 0.684 Mi. N of SR-5A (Nova Rd)	15,700	4	Divided	35,500	0%	35,500	44%
790013	US-1	On US-1, 0.23 Mi. S of SR-5A (Nova Rd)	23,500	4	Divided	35,500	0%	35,500	66%
798172	Spruce Creek Rd	Spruce Creek Rd, N of Commonwealth Ave	6,100	2	Undivided	13,300	0%	13,300	46%
798097	Spruce Creek Rd	Spruce Creek/Commonwealth, N of Taylor Rd	14,400	4	Divided	35,500	0%	35,500	41%
797080	Taylor Rd (SR 421)	Taylor Road, 0.43 Mi W of Spruce Creek Rd	12,400	4	Divided	35,500	0%	35,500	35%
797038	Taylor Rd (SR 421)	Taylor Road, Dunlawton Avenue/SR-421 to Spruce Creek Road	18,500	2	Undivided	13,300	0%	13,300	139%
798132	Spruce Creek Rd	Spruce Creek Rd, N of Hewitt Dr	400	2	Undivided	13,300	0%	13,300	3%
797100	S Williamson Blvd	S Williamson Blvd, 1.01 Mi S of Taylor Rd	21,500	4	Divided	35,500	0%	35,500	61%
798228	S Williamson Blvd	S. Williamson Blvd, S of Pioneer Trail	5,400	4	Divided	35,500	0%	35,500	15%

Source: FDOT Florida Traffic Online

Figure 4: FDOT Monitoring Stations



Source: Florida Traffic Online

Traffic Volume Data

The City of Port Orange Annual Count Program is to monitor and present the traffic volumes on the city's roadway network. The most recent 2022 count program is comprised of thirty (30) count stations, which include thirty (30) State roadway segments and seventeen (17) roadways within the City of Port Orange. The traffic volumes presented in this Annual Count Program are the result of tube counts collected by Traffic Engineering Data Solutions, Inc.

Similarly, Volusia County collects traffic count data as a means of monitoring roadway level of service characteristics. The most recent available data is for the year 2021.

(Remainder of page intentionally left blank)

Table 3: Traffic Volumes and Volume to Capacity Ratios (City Roads)

Roadway	Segment	Count Station	Number of Lanes	Functional Class	Adopted LOS Standard	LOS Capacity	2021 AADT	2022 AADT	Existing LOS	% Change	V/C Ratio
Canal View Blvd.*	Nova Rd. to Spruce Creek Rd.	201	2	CO	E	12,744	2,050	1,229	B	-40.05%	9.64%
Central Park Blvd.	Hensel Rd. to Spruce Creek Rd.	2201	2	Local	E	12,744	2,449	2,822	B	15.23%	22.14%
Charles St.	Ridgewood Ave. to FEC Railroad	301	2	Local	E	12,744	1,408	1,615	B	14.70%	12.67%
Charles St.	FEC Railroad to McDonald Rd.	302	2	Local	E	12,744	2,158	2,239	B	3.75%	17.57%
City Center Pkwy.	Dunlawton Ave. to City Center Cir.	2401	2	Local	E	12,744	4,341	5,157	B	18.80%	40.47%
City Center Blvd.	Clyde Morris to City Center Cir.	2402	2	Local	E	12,744	3,875	4,534	B	17.01%	35.58%
City Center Dr.	Herbert St. to City Center Cir.	2403	2	Local	E	12,744	2,210	2,335	B	5.66%	18.32%
Country Ln.	Village Trail to Smokerise Blvd.	601	2	Local	E	12,744	5,394	5,535	B	2.61%	43.43%
Country Ln.	Smokerise Blvd. to Taylor Rd.	602	2	Local	E	12,744	4,212	4,357	B	3.44%	34.19%
Hensel Rd.	Taylor Rd. to Central Park Blvd.	1001	2	local	E	12,744	6,268	6,757	B	7.80%	53.02%
Herbert St.	Ridgewood Ave. to Nova Rd.	903	2	CO	E	12,744	6,403	7,050	C	10.10%	55.32%
Herbert St.	Nova Rd. to City Center Dr.	904	2	CO	E	12,744	8,159	8,385	C	2.77%	65.80%
Herbert St.	City Center Dr. to Clyde Morris	905	2	CO	E	12,744	7,129	8,183	C	14.78%	64.21%
McDonald Rd.	Charles St. to Madeline Ave.	1201	2	Local	E	12,744	2,924	2,979	B	1.88%	23.38%
Madeline Ave.	Sauls Rd. to Nova Rd.	1164/1301	2	MA	E	14,040	4,414	5,059	B	14.61%	36.03%
Madeline Ave.	Nova Rd. to Clyde Morris Blvd.	1163/1303	2	MA	E	14,040	9,033	9,319	C	3.17%	66.37%
Madeline Ave.	Clyde Morris Blvd. to Williamson	1161/1304	2	MA	E	14,040	12,233	13,943	D	13.98%	99.31%

Table 3 (Continued)

Roadway	Segment	Count Station	Number of Lanes	Functional Class ¹	Adopted LOS Standard	LOS Capacity	2021 AADT	2022 AADT	Existing LOS	% Change	V/C Ratio
Spruce Creek Rd.	Central Park Blvd. to Merrimac Dr.	1701	2	CO	E	12,744	5,839	6,384	B	9.33%	50.09%
Spruce Creek Rd.	Merrimac Dr. to Taylor Rd.	1702	2	CO	E	12,744	9,773	10,938	C	11.92%	85.83%
Spruce Creek Rd.	Merrimac Dr. to Taylor Rd.	1702	2	CO	E	12,744	9,773	10,938	C	11.92%	85.83%
Spruce Creek Rd.*	Dunlawton to Canal View Blvd.	1708	2	CO	E	13,640	2,535	1,519	B	-40.08%	11.14%
Town West Blvd.	Williamson Blvd. to Coraci Blvd.	100	2	CO	E	17,900	7,909	8,022	B	1.43%	44.82%
Town West Blvd.	Coraci Blvd. to Tomoka Farms Rd.	110	2	CO	E	17,900	3,973	4,298	B	8.18%	24.01%
Victoria Gardens Blvd.	S. of Dunlawton Ave.	2501	2	Local	E	15,930	3,255	3,342	B	2.67%	20.98%
Victoria Gardens Blvd.	E. of Clyde Morris Blvd.	2502	2	Local	E	15,930	2,232	2,391	B	7.12%	15.01%
Village Trail	Dunlawton Ave. to Country Ln.	1901	2	Local	E	15,930	6,597	7,081	B	7.34%	44.45%
Village Trail	Country Ln. to Nova Rd.	1902	2	Local	E	15,930	7,782	7,965	B	2.35%	50.00%
Willow Run	Clyde Morris Blvd. to Hidden Lakes	2013	3	CO	E	30,420	10,243	10,480	B	2.31%	34.45%
Willow Run	Hidden Lakes Dr. to Williamson Blvd.	2010	2	CO	E	14,040	7,502	7,797	C	3.93%	55.53%
Yorktowne Blvd.	North of Dunlawton Ave.	2080	2	CO	E	17,050	3,334	3,921	B	17.61%	23.00%

*Canal View Blvd. was closed during 2022 traffic counts to local traffic only

Source: City of Port Orange (Data derived from Traffic Engineering Data Solutions, Inc., 2022)

¹ UPA = Urban Principal Arterial, MA = Minor Arterial, CO/UCO = Collector/Urban Collector (TPO and/or City Sources)

Table 4: Traffic Volumes and Volume to Capacity Ratios (Volusia County Roads)

Roadway	Segment	Count Station	Number of Lanes	Functional Class	Adopted LOS Standard	LOS Capacity	2020 AADT	2021 AADT	Existing LOS	% Change	V/C Ratio
Airport Road	Pioneer Trail-Williamson	64	2	CO	E	32,600	6,260	7,310	B	16.77%	22.42%
Clyde Morris Blvd.	N. City Limits to Madeline Ave.	335	4	UPA	E	37,970	21,160	21,520	C	1.70%	56.68%
Clyde Morris Blvd.	Madeline Ave. to Willow Run	333	4	UPA	E	37,970	18,820	23,390	C	0.24	61.60%
Clyde Morris Blvd.	Willow Run Blvd. to Dunlawton Ave.	332	4	UPA	E	37,970	16,850	19,360	C	14.90%	50.99%
Clyde Morris Blvd.	Dunlawton Ave. to Taylor Rd.	330	2	UMA	E	17,050	8,210	9,150	C	11.45%	53.67%
Commonwealth	Spruce Creek Rd. to FEC Railroad	360	2	MA	E	13,640	5,260	5,510	C	4.75%	40.40%
Commonwealth	FEC Railroad to Ridgewood Ave.	361	2	MA	E	13,640	3,850	3,830	C	-0.52%	28.08%
Pioneer Trail	Airport-Turnbull Bay Rd.	1465	2	UC	E	13,640	6,320	7,380	C	16.77%	54.11%
Reed Canal Rd.	Nova Rd-Clyde Morris Rd.	1561	2	UC	E	13,640	6,350	6,460	D	1.73%	47.36%
Spruce Creek Rd.	Taylor Rd. to Nova Rd.	1751	4	UMA	E	37,970	13,180	14,740	C	11.84%	38.82%
Spruce Creek Rd.	Commonwealth to Dunlawton Ave.	1755	2	MA	E	13,640	No Data	No Data	D	-	-
Taylor Rd.	Hensel Rd. to Spruce Creek Road	1826	4	MA	E	37,970	14,760	14,800	C	0.27%	38.98%
Taylor Rd.	Clyde Morris Blvd. to Hensel Rd.	1824	4	MA	E	37,970	16,970	16,970	C	0.00%	44.69%
Taylor Rd.	Dunlawton Av. to Clyde Morris Blvd.	1823	2	MA	E	14,040	14,710	12,780	D	-13.12%	91.03%
Taylor Rd.	Williamson Blvd. to I-95	1814	5	UPA	E	47,560	48,950	44,340	D	-9.42%	93.23%
Taylor Rd.	Summer Trees Rd. to Williamson Blvd.	1813	4	UPA	E	37,970	17,200	18,120	C	5.35%	47.72%
Taylor Rd.	Crane Lakes Blvd. to Summer Trees Rd.	1812	2	UPA	E	17,050	15,000	14,840	C	-1.07%	87.04%

Table 4 (Continued)

Roadway	Segment	Count Station	Number of Lanes	Functional Class ¹	Adopted LOS Standard	LOS Capacity	2020 AADT	2021 AADT	Existing LOS	% Change	V/C Ratio
Williamson Blvd.	N. City Limits to Madeline Ave.	1993	2	UPA	E	17,050	15,200	14,430	D	-5.07%	84.63%
Williamson Blvd.	Madeline Ave. to Willow Run Blvd.	1992	2	UPA	E	17,050	15,200	14,840	D	-2.37%	87.04%
Williamson Blvd.	Willow Run Blvd. to Town West	1991	2	UPA	E	17,050	15,880	17,140	F	7.93%	100.53%
Williamson Blvd.	Town West Blvd. to Taylor Rd.	1990	2	UPA	E	37,970	18,330	19,440	C	6.06%	51.20%
Williamson Blvd.	Taylor Rd. to Spruce Creek Bridge	66	4	UPA	E	37,970	20,920	25,040	C	19.69%	65.95%
Williamson Blvd.	Spruce Creek Bridge to Airport Rd.	65	4	UPA	D	37,970	20,130	22,550	C	12.02%	59.39%
Williamson Blvd.	Airport Rd. to Pioneer Trail	1989	4	UPA	D	37,970	5,940	6,100	C	2.69%	16.07%

Source: City of Port Orange (Data derived from Volusia County Traffic Engineering, 2021)

(Remainder of page intentionally left blank)

¹ UPA = Urban Principal Arterial, MA = Minor Arterial, CO/UCO = Collector/Urban Collector (TPO and/or City Sources)

Table 5: Traffic Volumes and Volume to Capacity Ratios (State Roads)

Roadway	Segment	Count Station	Number of Lanes	Functional Class ¹	Adopted LOS Standard	LOS Capacity	2020 AADT	2021 AADT	Existing LOS	% Change	V/C Ratio
Dunlawton Ave.	Peninsula Dr. to Ridgewood Ave.	427	4	PA	D	32,400	24,500	24,500	D	0%	75.62%
Dunlawton Ave.	Ridgewood to Spruce Creek Rd.	5181	4	PA	D	39,800	25,500	25,500	C	0%	64.07%
Dunlawton Ave.	Spruce Creek Rd. to Nova Rd.	1015	4	PA	D	39,800	32,000	32,000	C	0%	80.40%
Dunlawton Ave.	Nova Rd. to Clyde Morris Blvd.	1014	6	PA	D	59,900	39,000	39,000	C	0%	65.11%
Dunlawton Ave.	Clyde Morris Blvd. to I-95	517	6	PA	D	59,900	52,000	52,000	C	0%	86.81%
Nova Rd.	Madeline Ave. to Dunlawton Ave.	1017	4	UPA	D	39,800	18,000	18,000	C	0%	45.23%
Nova Rd.	Dunlawton to Spruce Creek Rd.	1016	4	UPA	D	39,800	27,000	27,000	C	0%	67.84%
Nova Rd.	Spruce Creek Rd. to Ridgewood Av.	458	4	UPA	D	39,800	20,500	18,200	C	-11.22%	45.73%
Ridgewood Ave.	N. City Limits to Dunlawton Ave.	213	4	UPA	D	39,800	24,000	24,000	C	0%	60.30%
Ridgewood Ave.	Dunlawton Ave. to Oak St.	5057	4	UPA	D	39,800	20,200	17,600	C	-12.87%	44.22%
Ridgewood Ave.	Oak St. to Nova Rd.	152	4	UPA	D	39,800	15,500	15,700	C	1.29%	39.45%
Ridgewood Ave.	Nova Rd. to S. City Limits	13	4	UPA	D	65,600	23,500	23,500	B	0%	35.82%
I-95	Beville Rd. to Dunlawton Ave.	492	4	SIS	D	111,800	58,000	81,500	C	40.52%	72.90%
I-95	Dunlawton Ave. to SR 44	133	4	SIS	D	111,800	43,036	50,700	B	17.81%	45.35%

Source: City of Port Orange (Data derived from Volusia County Traffic Engineering, 2021)

¹ UPA = Urban Principal Arterial, PA = Principle Arterial, SIS = Strategic Intermodal System

Existing and Future Land Use

The City of Port Orange is an incorporated municipality with a year-round residential population estimated at 62,596 persons in 2021 ¹. Located in Volusia County (County) north of New Smyrna Beach and south of South Daytona/Daytona Beach, the City comprises 26.79 square miles and provides an array of services to year-round and seasonal residents.

The strategies of the past 20 years have served the City well in realizing its vision of becoming a progressive, high-quality community. Consequently, the community has pivoted its focus from growth to sustainability. Realizing the vision of sustainability will take a continued effort over the next 20 years to achieve, the City is employing the strategies listed below, which are organized into five categories that form the foundation of the sustainable city: land use, mobility, people, energy, and the environment.

Land Use:

- Integration of land uses to bring people closer to their destinations and reduce trip lengths.
- Increasing the supply of non-residential land and square footage for shopping, services, and employment.
- Designing new centers and retrofitting existing according to urban design principles.
- Providing incentives and removing regulatory barriers to guide new growth to areas where appropriate while reinvesting in older areas of the City and infill parcels.
- Encouraging small-scale agricultural uses to provide a portion of the local food supply.

Mobility:

- Designing future transportation improvements to increase mobility, access, and choice.
- Enhancing the City's "complete streets" to better accommodate the travel modes.
- Guiding density and intensity into mixed-use centers along designated transit corridors to increase ridership.
- Where appropriate, reducing the parking requirements.
- Utilizing urban design principles appropriate to each part of the City that make the best use of available travel modes, corridors, and opportunities.
- Increasing the connectivity between places to reduce travel distance and make walking and cycling more convenient.

People:

- Increasing the City's jobs/housing balance to reduce travel to another city for meaningful employment.
- Embracing "place-making" as a design principle in new development and redevelopment.
- Allowing residential areas to include the variety of housing types needed by people at all stages in their lives.
- Designing civic buildings, parks, and the public realm so that they add character, build value, promote security, support cultural activities, and help residents feel proud of their community.
- Providing more opportunities for citizens to enjoy healthy, active living.

¹ US Census Bureau

Energy:

- Enabling and encouraging home and business owners to achieve greater energy independence by removing regulatory barriers, providing incentives, and creating guidelines to maximize the use and efficiency of private renewable energy systems.
- Increase the amount of energy the City government generates for its own needs from renewable sources.
- Striving to reduce the City's contribution to global climate change.
- Employing methods to reduce vehicle miles traveled (VMTs) and greenhouse gas (GHG) emissions.
- Promoting energy conservation techniques that incorporate Federal Energy Star Standards, as consistent with the requirements of the Florida Building Code.

Environment:

- Creating, protecting and managing systems of green infrastructure (e.g., urban forests, parks and open spaces).
- Protecting floodplains, wetland and stream corridors, critical wildlife habitat, and other environmentally sensitive ecosystems.
- Minimizing property damage caused by hurricanes and flooding by building in appropriate areas and removing or raising structures from low-lying areas.
- Providing incentives to create new usable, useful open space, such as allowing community gardens and green roofs to count toward the required open space on any development site.
- Reducing the amount of potable water consumption city-wide through conservation, greater efficiency, and Florida-friendly landscaping. Increase the percentage of water used from renewable sources (rainfall and stormwater runoff).

The Future Land Use Map (FLUM) for Port Orange is currently being updated in conjunction with the Comprehensive Plan update. The existing maps that illustrate the redevelopment areas and general locations of commercial nodes may be the same or similar as a result of the update, as the city is near build-out and, as previously discussed, is focused on sustainability.

Nevertheless, development continues to occur throughout the City and it is being managed consistent with the strategies listed above for land use, mobility, people, energy, and the environment. Table 6: Development Activity, provided in the next section, describes the various development activities currently underway.

Figure 5 shows the location of redevelopment areas.

Figure 6 shows the general location of commercial nodes.

(Remainder of page intentionally left blank)

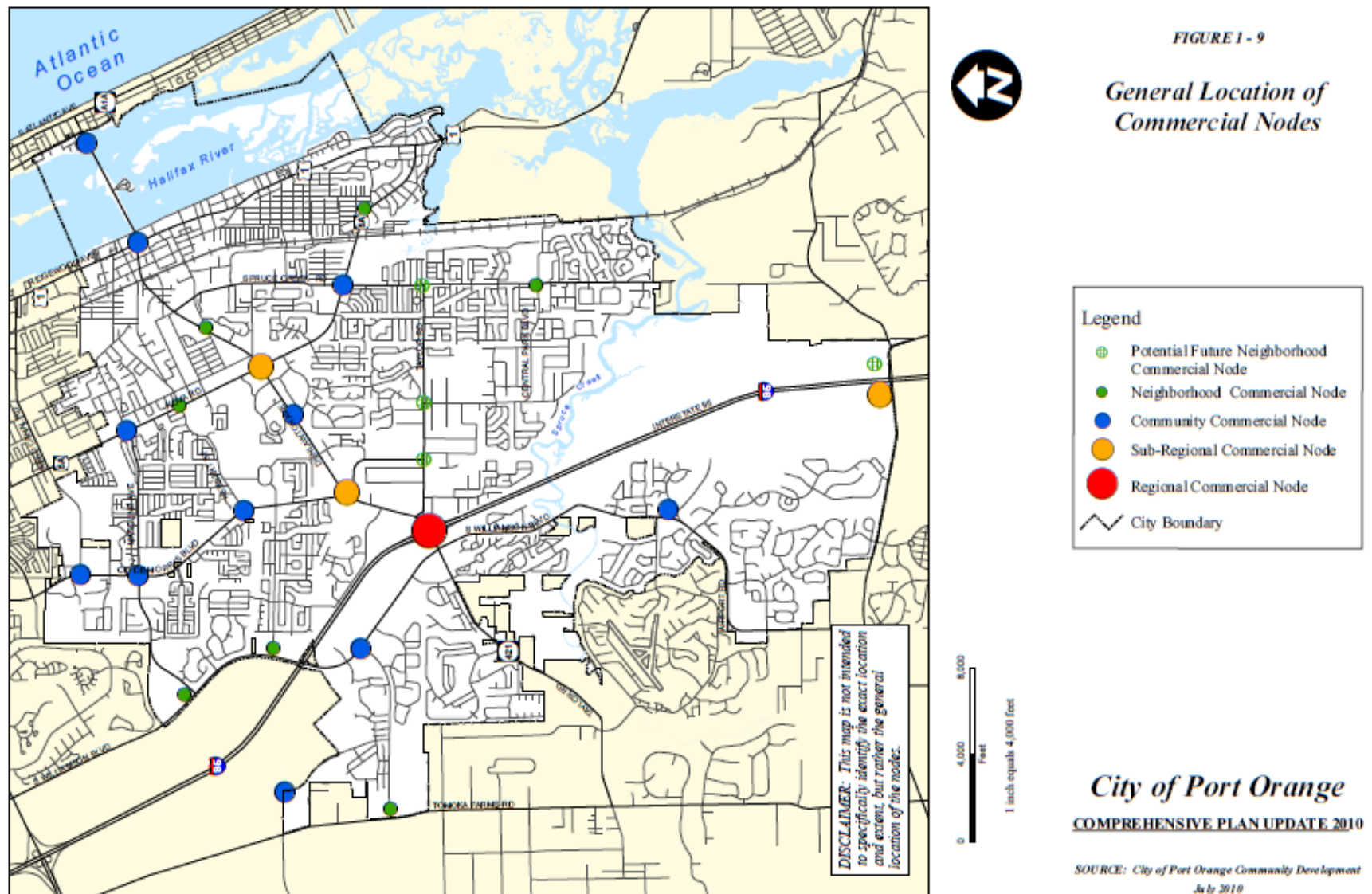
LEGEND

- Eastport
- Town Center
- City Boundary



1 inch equals 6,000 feet

Figure 6: General Location of Commercial Nodes



DEVELOPMENT ACTIVITY

The official website for the City of Port Orange (port-orange.org) includes a development activity dashboard that shows geographic locations of project activity; including, residential, non-residential, roadway projects, and public hearings. The following table provides current information (October 2022) regarding projects in these categories, demonstrating the continued growth and redevelopment of the city.

Table 6: Development Activity

Type	Project Name	Status	Description
Non-Residential	Advent Health Port Orange	Under Construction	Construction of the Advent Health Port Orange project in two phases. Phase one includes the previously approved Emergency Department building, stormwater improvements, access driveways, and associated landscaping and parking. Phase two includes the construction of the previously approved two-story medical office building with an increased building footprint and remaining associated site improvements.
Non-Residential	Astro Roofing	Under Review	Construction of a 2,100 square foot construction and home improvement contractor building and yard, including associated site improvements.
Non-Residential	Catfish Commons Retail Building	Under Review	Construction of a 6,404 square-foot multi-tenant commercial building, along with associated site improvements.
Non-Residential	Christ The King Community Church	Under Review	Construction of a ±9,111 square foot Church with associated site improvements, including but not limited to site utilities, sidewalks, parking, and storm water retention.
Non-Residential	Clean Machine Port Orange	Under Construction	Construction of a 3,683 square-foot automated car wash facility including a single drive-through tunnel, 26 self-service vacuum stalls, and associated site improvements.
Non-Residential	Conviva (New Port Lot 4)	Under Construction	Construction of a +/- 9,000 square-foot medical office building and associated site improvements.
Non-Residential	Crane Lakes Depot	Under Construction	A phased development that includes a 37,809 square-foot 2-story climate-controlled storage facility, seven (7) 1-story self-storage buildings (22,173 square feet total), an RV and boat storage parking area as part of Phase I; a 6,082 square-foot office/retail building as part of Phase II; and associated site improvements.
Non-Residential	Eastport Lot 9B Site Plan	Under Construction	Construction of a 14,505 SF building with associated site improvements.
Non-Residential	Eddin Medical Office	Under Construction	Construction of an 1,800 square-foot medical office building with associated site improvements.
Non-Residential	Eddin Retail	Under Review	Construction of a one-story 2,880 square-foot multi-tenant commercial building with associated site improvements.
Non-Residential	Extra Space Storage	Under Review	Construction of a 3-story, 96,873 square-foot climate-controlled storage facility building, three mini-storage buildings totaling 12,455 square-foot, a 1,344 square foot leasing office, 11 covered vehicle and boat storage spaces, and associated site improvements.
Non-Residential	Halifax Health at Oakwater	Under Review	Modification of an approved site plan for a ± 7,000 square foot Halifax Health Emergency Room medical clinic, a ± 13,775 square-foot medical office, and ± 8,961 square-foot multi-tenant medical office/retail/restaurant building, along with associated site improvements, on 5.85 acres, located at the north east corner of S. Williamson Boulevard and Oakwater Lane.
Non-Residential	Hampton Manor	Under Review	Construction of an 88 bed (83,374 square-foot) assisted living facility development including associated site improvements.

Type	Project Name	Status	Description
Non-Residential	Holiday Inn Express	Under Construction	Construction of a 5-story hotel with 80 rooms on ±2 acres, along with associated site improvements.
Non-Residential	Millie's Landing	Under Review	A site plan for a riverfront restaurant with live entertainment. The redevelopment plan includes maintaining the existing thatched pavilion for outdoor seating, constructing a new kitchen from shipping containers, constructing new shared bathroom for Millie's Landing and Two Jerks Seafood within the existing Two Jerk's Seafood building, and parking modifications to increase the number of parking spaces and improvement to layout. The redevelopment plan also includes maintaining the Two Jerks Seafood business located in the building at the northwest corner of the site. The subject property is located under the Dunlawton Avenue bridge, between Jimmy Hula's and the Halifax River, in the Down Under area of the Port Orange Town Center (POTC) Community Redevelopment Area (CRA).
Non-Residential	Mister Car Wash Site Plan Modification	Under Review	A site plan modification of the existing Mister Car Wash development including changes to the parking lot layout, reconfiguration of the pay station lanes, additional vacuum stations, and relocation of the dumpster enclosure.
Non-Residential	O2B Kids - New Port Lot 5	Under Review	A proposed site plan for an 11,050 square foot O2B Kids child care facility development including associated site improvements.
Non-Residential	Oak Street Industrial Park	Under Construction	Construction of an office/warehouse complex with 19 buildings on 11.92 acres along with associated site improvements.
Non-Residential	Olson Custom Homes Site Plan	Under Review	A site plan for a 5,165 square-foot office building and a 4,800 square-foot office and storage building, including associated site improvements.
Non-Residential	Paytas Office Building	Under Construction	Construction of one (1) +/- 11,032 square-foot office building and design center for Paytas Homes with associated site improvements on ± 1.15 acres.
Non-Residential	Port Orange Field Operations Facility	Under Review	Construction of a 11,398 square-foot office building and a 16,674 square-foot warehouse, with associated site improvements.
Non-Residential	Port Orange Neighborhood Storage	Under Construction	Construction of a +/- 790 unit mini-storage facility on a 2.26-acre site with associated site improvements.
Non-Residential	Port Orange Recreation Center Remodel	Under Construction	Remodel and expand the existing Port Orange Recreation Center along with associated site improvements.
Non-Residential	Riverwalk Fysh Bar and Grill	Under Construction	Construction of a 456-seat restaurant, parking lot on the west side of the Riverwalk Public Trail & Park, and associated site and landscape improvements.
Non-Residential	Shoppes at Summer Trees	Under Review	Construction of 20,260 square-foot grocery store and 2,350 square-foot empty shell expansion space, 7,770 square-foot multi-tenant building, and a vacant future commercial outparcel with associated site improvements.
Non-Residential	Store-It Self Storage	Under Construction	Construction of a 104,552 square-foot storage (94,052 square feet) and retail (10,500 square feet) development with associated on-site and off-site improvements.
Non-Residential	Thompson Pump	Under Review	Proposed construction of one +/- 125,141 square-foot building, one +/- 38,000 square-foot building, a future out parcel, and associated site improvements on +/- 15.45 acres.

Type	Project Name	Status	Description
Non-Residential	Thrive Community Church	Under Review	Phase 2 of the Thrive Community Church development, to construct a new house of worship and associated site improvements.
Non-Residential	Town West Final Plat and Plans	Under Construction	Subdivision of +/- 12.4 acres into two lots.
Non-Residential	Town West Senior Living Apartments	Under Construction	Construction of a 117-unit senior living facility and future commercial outparcel.
Non-Residential	Woodspring Suites	Under Review	Construction of a 122-room (±50,032 square feet) hotel with associated site improvements.
Public Hearing	Crystal Lake PUD	Under Review	An amendment to the Crystal Lake PUD Master Development Agreement to add the mini-warehouse use to Lots 13-53 through 13-84.
Public Hearing	Flagship Commons Plat	Under Review	A subdivision plat to create a 2-lot commercial subdivision at 950 Madeline Avenue.
Public Hearing	Leila's Hammock	Under Review	Subdivision Plat & Plans, located at Old Hammock Road.
Public Hearing	Madeline Commons Subdivision	Under Review	A subdivision plat and plan have been submitted to create a 149 single-family lot subdivision, with associated on-site and off-site subdivision improvements.
Public Hearing	Port Orange Christian Church	Under Review	Rezoning +/-3.2 acres from Community Commercial (CC) to Government Public Use (GPU) to allow the church to remain in its current location and expand the existing building.
Residential	Country Apartments	Under Construction	Conversion of an abandoned ±10,585 square-foot Assisted Living Facility into a 14-unit apartment building with associated site improvements.
Residential	Eden at Crystal Lake Apartments	Under Construction	Construction of a 288-unit apartment complex with clubhouse and pool amenity, along with associated site improvements. Formerly known as Lazul at Crystal Lake.
Residential	Hawks Mill Apartments	Under Construction	Construction of a 360-unit apartment complex along with associated site improvements. Formerly known as Osprey Pointe.
Residential	King's Landing Subdivision	Under Construction	Phase 2 includes subdivision of ±41-acres into 45 single-family lots (13 one-acre lots and 32 - 20,000 square foot lots), along with tracts of land for common area, tree preservation, and stormwater.
Residential	Leila's Hammock Subdivision	Under Review	Subdivision Plat & Plans with proposal by the applicant to subdivide 1.84 acres into 6 single family lots.
Residential	Madeline Commons Subdivision	Under Review	A subdivision plat and plan have been submitted to create a 149 single-family lot subdivision, along with associated on-site and off-site subdivision improvements.
Residential	Villa Nova	Under Review	Proposed construction of a 100-unit multi-family residential development consisting of 2- and 3-story townhouse units.
Residential	Woodhaven Subdivision	Under Construction	Construction (Phase 2) of a residential subdivision with 175 single-family lots and 100 townhomes, along with associated subdivision improvements.
Roadway	Pioneer Trail Interchange	90% plans under review by City staff	Interchange at Pioneer Trail and I-95; FDOT Jurisdiction

Population and Employment

The City of Port Orange and Volusia County have both experienced increases in population from 2010 to 2020. From the year 2000 to 2015, Port Orange's population grew in excess of 20% and continued to grow, after a decrease of population in 2016, in small increments of 1% to 2% per year.

Volusia County's population grew dramatically at a rate of approximately 12% from 2010 to 2020 ¹. Population projections for the years following 2025 to 2050 were then estimated using the results from the BEBR estimates, showing an average 3% increase from the medium estimate. Table 7 shows the results of a population growth analysis from 2010 through 2050. The City of Port Orange and Volusia County have experienced growth and development from market demand, which has increased but fluctuated over the years. Port Orange is approaching a build out condition with limited availability of vacant land. Consequently, if market demand continues, the County will continue to grow at a larger rate than Port Orange. The linear growth projection for Port Orange population is 2% per period.

Table 7: Population Projections (Volusia County)

	2010	2020	2025	2030	2035	2040	2045	2050
Census Data	494,593	553,543						
Low ²			562,500	567,400	566,200	561,900	556,200	550,300
Medium ²			592,100	620,100	641,500	659,100	674,200	687,900
High ²			621,700	672,800	716,900	756,300	792,200	825,500
% Change		12%	7%	5%	3%	3%	2%	2%

Table 8: Population Projections (City of Port Orange)

Year	Population ³	Percent Change	Projected Population
2040		2%	66,051
2030		2%	64,756
2020	62,596	2%	
2019	61,617	1%	
2018	61,009	2%	
2017	59,625	1%	
2016	59,315	-14%	
2015	68,656	22%	
2010	56,048	21%	
2000	46,283		

¹ US Census (Years 2010, 2020)

² University of Florida, Bureau of Economic and Business Research (BEBR), (2025-2050)

³ US Census (2000 thru 2020)

The economy of Port Orange, FL employs 29.6 thousand people. The largest industries in Port Orange are Health Care & Social Assistance (4,660 people), Retail Trade (4,004 people), and Accommodation & Food Services (2,855 people), and the highest paying industries are Information, Finance & Insurance, and Construction.

From 2019 to 2020, employment in Port Orange grew at a rate of 6.42%, from 27.8 thousand employees to 29.6 thousand employees. The most common job groups, by number of people living in Port Orange are Office & Administrative Support Occupations (4,245 people), Sales & Related Occupations (4,234 people), and Management Occupations (2,232 people). ¹ One of the larger businesses in Port Orange is Thompson Pump and Manufacturing. The following Table 9 illustrates the share breakdown of the primary jobs held by residents.

Table 9: Employment by Occupations

Occupation	People in Workforce	Percent	Margin of Error
Office and Administrative Support	4,425	14.30%	± 688
Sales and Related	4,234	14.30%	± 635
Management	2,232	7.53%	± 463
Food Preparation and Serving	2,137	7.21%	± 452
Health Diagnosing & Treating Practitioners & Other Technical	1,938	6.54%	± 625
Education Instruction & Library	1,908	6.44%	± 432
Business & Financial Operations	1,305	4.40%	± 301
Building & Grounds Cleaning & Maintenance	1,303	4.40%	± 473
Installation, Maintenance & Repair	1,189	4.01%	± 286
Construction & Extraction	1,125	3.80%	± 291
Production	1,058	3.57%	± 341
Personal Care & Service	812	2.74%	± 246
Health Technologists & Technicians	780	2.63%	± 406
Healthcare Support	746	2.52%	± 218
Transportation	688	2.32%	± 209
Material Moving	669	2.26%	± 230
Fire Fighting & Prevention, & Other Protective Service Workers	539	1.92%	± 236
Law Enforcement Workers	531	1.79%	± 247
Computer & Mathematical	518	1.75%	± 200
Architecture & Engineering	467	1.58%	± 163
Arts, Design, Entertainment, Sports, & Media	414	1.40%	± 173
Community & Social Service	218	0.97%	± 120
Legal	257	0.87%	± 134
Life, Physical & Social Science	197	0.66%	± 106

Source: Data from the 2020 Census Bureau ACS 5-year Estimate.

¹ <https://datausa.io/profile/geo/port-orange-fl/>

Methodology

The methodology used for the road impact fee study continues to follow a consumption-based impact fee approach in which new development is charged based upon the proportion of vehicle-miles of travel (VMT) that each unit of new development is expected to consume of a lane mile of roadway network.

Included in this document is the necessary support material used in the calculation of the road impact fee. The general equation used to compute the impact fee for a given land use is:

$$(\text{Demand} \times \text{Cost}) - \text{Credit} = \text{Fee}$$

The “demand” for vehicular travel placed on a transportation system is expressed in units of Vehicle-Miles of Travel (daily vehicle-trip generation rate x the trip length x the percent new trips [of total trips]) for each land use contained in the impact fee schedule. Trip generation represents the average daily rates since new development consumes trips on a daily basis.

The “cost” of building new capacity typically is expressed in units of dollars per vehicle-mile of roadway capacity. Construction costs are derived from the latest averages from the Florida Department of Transportation (FDOT) and recent construction projects in Florida. Similar to trip generation information, construction costs collected statewide and FDOT district wide for various types of transportation projects represent the most robust and appropriate data for analysis.

The “credit” component is an estimate of future non-impact fee revenues generated by new development that are allocated to provide roadway capacity expansion. The impact fee is considered to be an “up front” payment for a portion of the cost of building a vehicle-mile of capacity that is directly related to the amount of capacity consumed by each unit of land use contained in the impact fee schedule, that is not paid for by future tax revenues generated by the new development activity. These credits are required under the supporting case law for the calculation of impact fees where a new development activity must be reasonably assured that they are not being charged twice for the same level of service. More specifically, the input variables used in the fee equation are as follows:

Demand Component

The impact of new development on the roadway network, or demand for facility capacity, is defined and measured in terms of the number of estimated vehicle-miles-traveled for each unit of new development. The first two factors are well documented in the professional literature. In contrast, trip lengths are much more likely to vary between communities, depending on the geographic size and shape of the community and its major roadway system.

The demand is calculated based on the following demand variables:

- Trip Generation by Land Use;
- Percentage of New Trips; and
- Average Trip Length / Assessed Trip Length

TRIP GENERATION

Trip generation information for the average weekday was based on data published in the Trip Generation Manual, 11th Edition by the Institute of Transportation Engineers (ITE), the most recent edition, as well as the associated pass-by tables. Data contained in this publication is generally accepted for use in studies by transportation engineers throughout the nation.

Trip generation rates represent trip ends, or driveway crossings. It is the proportion of travel that is new travel, rather than travel that is already traveling on the road system and is captured by the new development. A one-way trip from home to work counts as one trip end for the residence and one trip end for the workplace, for a total of two trip ends. To avoid over-counting, all trip rates are then divided by two. This splits the travel demand equally between the origin and destination of the trip, and avoids double-charging.

The trip characteristics variables were primarily obtained from three sources: (1) similar studies conducted throughout Florida (Florida Studies Database)¹ and (2) the Institute of Transportation Engineers' (ITE) Trip Generation reference report (11th Edition), and (3) the 2017 National Household Travel Survey (NHTS).

The Florida Studies Database is included in Appendix C. The data in the database is based on actual land use studies and was collected throughout Florida using machine traffic counts and site-specific land use origin-destination surveys. The database was used in this update to refine some of the ITE trip generation rates and percent new trips, when necessary, by including studies specific to Florida.

Kiefer Professional Services estimates trip generation rates for all land uses in an impact fee schedule using the ITE Trip Generation reference report (11th edition) and data from studies in the Florida Studies Database. In instances when both ITE Trip Generation reference report and Florida Studies trip generation rate data are available for a particular land use, the data may be blended together to increase the sample size and provide a more valid estimate of the average number of trips generated per unit of development. If no Florida Studies data is available, only data from the ITE reference report is used in the fee calculation.

(Remainder of page intentionally left blank)

¹ Tindale Oliver and Associates, Inc.

NEW TRIP FACTOR

The actual "traffic impact" of a specific site for impact fee purposes is based on the amount of traffic added to the street system as a result of new development. To accurately estimate new trips generated, adjustments must be made to trip generation rates and equations to account for pass-by trips. The added traffic is adjusted so that each development is assigned only for a portion of trips associated with a specific development and thus reducing the possibility of over-counting by counting only primary trips generated.

Trip rates need to be adjusted by a "new trip factor" to exclude pass-by trips. This adjustment is intended to reduce the possibility of over-counting travel induced by the new development. Pass-by trips are those trips that are already on a particular route for a different purpose and simply stop at a development on that route. For example, a stop at a convenience store on the way home from the office is a pass-by trip for the convenience store. A pass-by trip does not create an additional burden on the street system and therefore should not be counted in the assessment of impact fees.

Commercial and retail land uses generally attract a portion of their trips from vehicles already on the roadway network. Pass-by trips are defined as trips that already exist on the roadway network visit the land use as part of a larger trip, rather the land use being the origin or destination. As pass-by trips are already on the roadway network, they are excluded from the calculation of impact fees. The 2021 ITE Trip Generation Pass-by Tables, 11th Edition, was used to determine the pass-by rate, and by extension, the new trip percentage for each land use. Additional input from the Florida Studies Database was also used in some instances.

A diverted-linked trip is similar to a pass-by trip, but a diversion is made from the regular route to make an interim stop. The reductions for pass-by trips utilized in this study were drawn from the ITE manual and a summary of Florida origin and destination studies. Raftelis acknowledges the definition and recommended practice of treating diverted linked trips as primary trips, unless otherwise defined through a local, site-specific individual assessment.

AVERAGE TRIP LENGTH

The average trip length is the most difficult travel demand factor to determine. In the context of a transportation impact fee analysis using a consumption-based methodology, the relevant input is the average length of a trip on the major roadway system. The starting point is national data on average trip lengths for specific land uses and trip purposes. While these average trip lengths provide reasonable estimates of relative magnitudes associated with different land use types, the actual distances are likely to be unrepresentative of travel on a city's major roadway system.

(Remainder of page intentionally left blank)

LOCAL ADJUSTMENT FACTOR

The local adjustment factor is used to scale the national trends to the local characteristics. The national averages are referenced to develop a reasonable trip length for the city by applying percentages to associated land use types.

The most recent National Household Travel Survey (NHTS) of 2017 provides an inventory of daily travel in the United States (US) and its major Census Divisions, and add-on areas. It is the only source of national-level statistics on personal travel in the US. The survey series (conducted since 1969) includes demographic data on households, people, vehicles, and detailed information on daily travel by all modes of transportation and for all purposes.

The 2017 NHTS was conducted with major changes in sampling strategy (an address-based sample compared to previous land-line random-digit sample) and methodology (Web-based self-reports compared to previous computer-aided interviewing). General observations can be made from this data as it pertains to trip lengths associated with trip purposes.

Table 10: NHTS Trends in Average Trip Length by Selected Trip Purposes

	Average Vehicle Trip Length						
	A	B	C	D	E	F	G
Trip Purpose:	Work	School/ Daycare/ Religious Activity	Medical/ Dental Services	Shopping	Social/ Recreational	Meals	All
Average Trip Length	11.98	9.11	10.14	7.08	12.6	7.49	9.55

Source: 2017 National Household Travel Survey (Website Query), U.S. Department of Transportation, Federal Highway Administration, 2017 National Household Travel Survey. URL: <http://nhts.ornl.gov>.

Localized Data

Further investigation of the NHTS raw data reveals trip lengths for specific trip purposes. As a means of developing localized data, the data was refined to show only those trip lengths for the State of Florida of only ten (10) miles or less in length. Table 11 shows the data and subsequent average trip lengths.

(Remainder of page intentionally left blank)

Table 11: Refined NHTS Data

Trip Purpose	Trip Length	Number of Trips	Average Trip Length
Buy Goods	3,743	1,276	2.93
Buy Services	651	220	2.96
Buy Meals	1,880	633	2.97
Errands	555	233	2.38
Recreation	755	244	3.09
Exercise	814	329	2.47
Visit Friends	816	268	3.04
Healthcare	467	128	3.65
Religious - Community	619	158	3.92
Other	71	22	3.23
Regular Home Activities	7,877	2,574	3.06
Work from Home (Paid)	197	76	2.59
Work	1,995	535	3.73
Work Related	228	72	3.17
Volunteer	222	69	3.22
Drop Off / Pickup	1,285	421	3.05
Change Transportation	123	44	2.80
School	497	147	3.38
Childcare	55	15	3.67
Adult care	9	3	3.00
Totals:	22,859	7,467	
Average Trip Length:			3.06

Then selected trip purpose data was then organized in accordance with the published NHTS trip purpose categories to determine the average trip lengths for those categories.

Table 12: Localized Trip Length Ratios

	Average Vehicle Trip Length						
	A	B	C	D	E	F	G
Trip Purpose:	Work	School/ Daycare/ Religious Activity	Medical/ Dental Services	Shopping	Social/ Recreational	Meals	All
	3.73	3.38	3.65	2.93	3.04	2.97	3.06
	3.17	3.67	2.47	2.96	3.09	-	-
	-	3.92	-	-	-	-	-
Average	3.45	3.66	3.06	2.95	3.07	2.97	3.06

The average trip lengths shown in Table 12 are then applied to the ITE Land Use Categories listed in Table 13.

Table 13: Land Use Category Trip Length Ratios

ITE LUC Range	ITE Land Use Category	Trip Purpose	Trip Length	Assessable Trip Length
000-099	Port and Terminal	All	3.06	0.58
100-199	Industrial	All	3.06	0.58
200-299	Residential	All	3.06	0.58
300-399	Lodging	Social/Recreational	3.07	0.58
400-499	Recreational	Social/Recreational	3.07	0.58
500-599	Institutional	School/Daycare/ Religious Activity	3.66	0.69
600-699	Medical	Medical-Dental Services	3.06	0.58
700-799	Office	Work	3.45	0.65
800-899	Retail	Shopping	2.95	0.56
900-999	Services	All	2.96	0.56
Exception:	Dining	75% of All	2.30	0.44
Exception:	Banking	50% of All	1.53	0.29
Exception:	Service Station	50% of All	1.53	0.29
Exception:	Convenience Store	40% of All	1.22	0.23
Exception:	Fast Food	40% of All	1.22	0.23

While the average trip length should be representative for most commercial land uses, lower figures are recognized as more accurate for certain convenience retail and service uses. The Urban Land Institute (ULI) estimates that neighborhood centers typically have an average trip length radius of about 2 miles in urban areas. Convenience stores are determined to have even shorter average trip lengths. In the methodology for Port Orange, the average trip length was reduced for selected land uses that capture trips within close proximity to neighborhoods. The reductions amount to 75, 40, and 50 percent of the average trip length. These are shown as exceptions to ITE Services Land Use Category for dining, banking, service stations, convenience stores, and fast-food restaurants.

ASSESSABLE TRIP LENGTH

The City of Port Orange impact fees are calculated to address needed capacity improvements on City roadways, which is the City's responsibility. State and federal funds are available to pay for improvements on the interstate highways, and Volusia County collects impact fees within the City of Port Orange that can be used to fund projects on County roadways within the City.

The Vehicle Miles of Travel (VMT) for the city is based upon the report generated by FDOT. The Certified Public Mileage (CPM) of 319.68 submitted by the city, minus the 37.196 functionally classified roads above "local", shows local roads centerline mileage 282.484. Based on the rural urban size of one (1) and the 2021 estimated count of 684, the daily VMT for local roads within Port Orange's city limits is 193,013 or 19 percent (19%) of the VMT that occurs within the City of Port Orange. The rest of the VMT (81%) occurs on County/State/Federal roadways which are not the responsibility of the City even though they are located within the City limits.

Thus, the assessed trip length used in the proposed impact fees for the City of Port Orange is 19% of the 3.06-mile average trip length, or 0.58 miles. As shown on Table 13: Land Use Category Trip Length Ratios, the assessable trip length is allocated by percentage to each ITE land use category.

Downtown TCEA

The Downtown Transportation Concurrency Exception Area (TCEA) is not exempt from impact fees. In accordance with Policy 1.2.1 of the Comprehensive Plan, Capital Improvements Element (CIE), the “*City will continue to collect impact fees from development projects to pay for the provision of public facilities and services required by those projects*”.

Cost Component

Recent comparable roadway projects in Volusia County constructed or programmed for construction in the next five (5) years by the County and the State, in conjunction with other information, were reviewed to develop a cost per lane-mile of capacity compared to the capacity of a lane-mile to determine the cost per vehicle-mile of travel.

ROADWAY COST

One of the key inputs into the road impact fee formula is the cost per lane-mile to construct new roadway capacity. While the most obvious component of roadway construction is the physical roadway itself, other elements are involved. All components add to the cost to the project. Other components include professional services (planning and design), actual construction costs, right-of-way (land) costs, environmental mitigation costs and utility relocation costs.

In a demand-driven impact fee system, roadway construction costs are entered into the formula as an average cost for providing new roadway capacity. Using this method, assuming there are no dramatic changes to the type of construction contemplated, it is not necessary to revisit impact fees each time that the capital improvement program changes.

Roadway costs were estimated from new roadway and roadway widening projects in the River to Sea Transportation Planning Organization (TPO) Transportation Improvement Program and the Volusia County Capital Improvement Plan, which provided design, right-of-way, and construction costs for projects with funds committed between FY 2021/22 – FY 2025/26. As the Port Orange impact fees can only be applied to capacity projects on local roadways, the projects analyzed were limited to roadways with no more than four (4) lanes.

Additionally, the FDOT Cost Per Mile Models for Long Range Estimating (LRE) and recently completed construction data from roadway projects in other Florida cities were used to assist in the verification of average costs. Road capacity projects listed in the City’s Capital Improvement Program (CIP) were also reviewed.

Cost per Mile

Based on a review of the aforementioned capacity improvement projects, as shown in Table 14: Roadway Costs in TIP and CIP, a construction cost of \$5.0 million per lane mile for city roads (curb & gutter) is utilized for the transportation impact fee calculation. This is consistent with the FDOT Cost Models and other city projects.

FDOT Models

The FDOT Cost Per Mile Models for Long Range Planning, shown in Table 15, further validate the estimate of construction costs for urban roadways. The average cost per mile is approximately \$5.0 million.

Other City Local Roadway Construction Costs

Recent capacity improvements from other cities throughout Florida, listed in Table 16, were reviewed to increase the sample size and consider construction costs of urban road widening projects. The weighted average cost per lane mile for these projects is \$4.7 million.

City of Port Orange Construction Costs

The City's current FY23-28 Capital Improvement Element (CIE) Program contains capacity improvement projects that include intersection improvements, adding turn lanes, road extensions, and widening of existing roadways. The description of each project often includes the length of the project in miles. When unavailable, a map survey was conducted to measure and estimate the proposed project length(s). For this analysis, only road widening and extension projects were included to estimate the lane cost per mile. Averaging only \$1.5 million, the cost per lane mile is comparatively much lower than the other estimates. This may be due to the lower right-of-way expenditures associated with the city projects.

The capacity improvement projects from the CIE are shown in Table 17.

(Remainder of page intentionally left blank)

Table 14: Roadway Costs in TIP and CIP

Road	Segment	Feature	Length (Miles)	Lanes Added	Lane Miles Added	Construction Cost	Cost per Lane Mile (\$)	Source
SR 40	SR 15/US 17 to SR 11	2 Lanes to 4 Lanes	6.376	2	12.752	\$60,431,767	\$4,739,003	River to Sea TIP
SR 40	W of SR 11 to W of Cone Road	2 Lanes to 4 Lanes	7.640	2	15.280	\$64,827,812	\$4,242,658	River to Sea TIP
SR 15 (US 17)	DeLeon Springs to SR 40	2 Lanes to 4 Lanes	6.848	2	13.696	\$83,987,940	\$6,132,297	River to Sea TIP
SR15 (US17)	South of Spring St to Lake Winona Rd	2 Lanes to 4 Lanes	1.550	2	3.100	\$32,607,028	\$10,518,396	River to Sea TIP
Beresford Avenue	Blue Lake Avenue to MLK Jr Beltway	New 2 Lane	0.880	2	1.760	\$3,709,305	\$2,107,560	Volusia CIP
Blue Lake Extension	Blue Lake to SR 472	New 2 Lane	0.330	2	0.660	\$3,862,721	\$5,852,608	Volusia CIP
Orange Camp Road	Widening MLK Blvd to I-4	2 Lanes to 4 Lanes	1.510	2	3.020	\$13,001,748	\$4,305,215	Volusia CIP
Williamson Boulevard	Strickland Range to Hand Avenue	2 Lanes to 4 Lanes	1.120	2	2.240	\$8,230,506	\$3,674,333	Volusia CIP
			26.254		52.508	\$33,832,353	\$5,196,509	
					Weighted Average:		\$5,154,621	

Table 15: FDOT Cost Per Mile Models

Description	Cost Per Mile
Add 2 Lanes to Existing 2 Lane Undivided Arterial (1 Lane Each Side), with 4' Bike Lanes	\$4,884,813
Widen 2 Lane Urban Arterial to 4 Lane Divided with 22' Median, 4' Bike Lanes	\$5,480,586
Add 2 Lanes to Existing 3 Lane Undivided Arterial (1 Lane Each Side with Center Turn Lane and 4' Bike Lanes	\$5,038,671
Widen 4 Lane Urban Divided Arterial to 6 Lane Urban Divided with 22' Median and 4' Bike Lanes	\$4,954,842
Average:	\$5,089,728

Source: FDOT

Table 16: Other City Projects

City	Road	From	To	Feature	Length	Lanes Added	Lane Miles Added	Cost	Cost per Lane Mile (\$)
Lakeland	Lakeland Park Drive	Carpenters Way	Interstate 4	New 2 Lane	0.379	2	0.758	\$6,309,598	\$8,328,669
Lakeland	North Wabash Avenue Extension	W. 10th Street	W. Bella Vista Street	New 2 Lane	0.850	2	1.700	\$5,100,000	\$3,000,000
Orlando	Narcoossee Road	Central Florida Greenway (SR.417)	Beachline Expressway (SR 528)	4 Lanes to 6 Lanes	3.770	2	7.540	\$31,775,775	\$4,214,294
Plant City	Sam Allen Road	Paul Buchman Highway (SR 39A)	Park Road	2 Lanes to 4 Lanes	2.000	2	4.000	\$23,200,000	\$5,800,000
Lakeland	West Pipkin Road	Medulla Road	S. Florida Avenue (SR 37)	2 Lanes to 4 Lanes	3.800	2	7.600	\$45,462,576	\$5,981,918
Jacksonville	Collins Road	Rampart Road	Old Middleburg Road	2 Lanes to 4 Lanes	3.380	2	6.760	\$21,300,000	\$3,150,888
Totals:					14.179		28.358	Weighted Average:	\$4,695,252

Table 17: Port Orange Capacity Improvement Projects

Project	Road	Description	Length	Lanes Added	Lane Miles Added	Cost	Cost per Lane Mile (\$)
200905	Williamson Blvd. North of Pavilion	Project involves adding 2 lanes to the existing 2 lane Williamson Blvd. roadway from the north boundary of the Pavilion project north to Townwest Blvd., a 0.53-mile section.	0.53	2	1.06	\$2,680,935	\$2,529,184
200907	Coraci Blvd. Extension	Project involves construction of a 1/2 mile 2-lane divided roadway extending Coraci Blvd. 2600' from Forest Lakes subdivision (Carmody Lake Drive) to Sanctuary at Westport Apartment within the existing undeveloped right-of way. This roadway is indicated as a future collector road in the Comprehensive Plan.	0.50	2	1.00	\$2,407,000	\$2,407,000
201008	Yorktowne Blvd North Section	Project is proposed as either a 2-lane or 4-lane divided curb and gutter road designed to major collector street standards. This improvement is required to complete the Yorktowne Blvd. connection between Hidden Lakes Dr. and Willow Run Blvd.	0.64	2	1.29	\$2,044,250	\$1,587,397
201015	Willow Run Boulevard Widening	A 1/4-mile segment of Willow Run east of Williamson Boulevard to the proposed intersection of the Yorktowne Boulevard extension will need to be improved to accommodate future traffic flows diverted from Williamson Boulevard and future traffic on the new Yorktowne north extension. A signalized intersection, traffic circle, or other feasible improvements at the Willow Run/Yorktowne intersection will be considered as part of the design.	1.31	2	2.62	\$1,325,000	\$505,725
New 002	Madeline Ave Widening between Clyde Morris and Nova Rd	Project consists of widening the current vehicle travel lanes on Madeline Avenue between Clyde Morris and Nova Road. The proposed improvements are anticipated to be constructed within the existing right-of-way of Madeline Avenue; additional right-of-way is not anticipated to be requested for this project.	1.27	2	2.54	\$1,360,000	\$535,433
		Totals:	4.25		8.51	Average:	\$1,512,948

VEHICLE MILES OF CAPACITY PER LANE MILE

A lane-mile of roadway is capable of carrying a set capacity of vehicles in one day. This is similar to the maximum service volume for that road on a mile basis. Capacity can vary depending on the road type (e.g., highway versus arterial) and location (e.g., urban versus rural). Most transportation impact fees are determined by calculating the amount of added capacity that would result by making all of the improvements in the capital improvements plan.

The average capacity per lane mile for each road project listed in Table 14: Roadway Costs in TIP and CIP was calculated using existing and proposed roadway capacities from Table 1 in the Florida Department of Transportation (FDOT) Quality / Level-of-Service Handbook, as shown in Appendix A.

Table 18: Capacity from Road Projects (Volusia County)

Road	Segment	Feature	Length (Miles)	Existing Capacity	Proposed Capacity	New Capacity Lane Miles
SR 40	SR 15/US 17 to SR 11	2 - 4 Lanes	6.376	17,700	39,800	140,910
SR 40	W of SR 11 to W of Cone Road	2 - 4 Lanes	7.640	17,700	39,800	168,844
SR 15 (US 17)	DeLeon Springs to SR 40	2 - 4 Lanes	6.848	17,700	39,800	151,341
SR15 (US17)	South of Spring St to Lake Winona Rd	2 - 4 Lanes	1.550	17,700	39,800	34,255
Beresford Avenue	Blue Lake Avenue to MLK Jr Beltway	New 2 Lane	0.880	0	15,600	13,728
Blue Lake Extension	Blue Lake to SR 472	New 2 Lane	0.330	0	15,600	5,148
Orange Camp Road	Widening MLK Blvd to I-4	2 - 4 Lanes	1.510	17,700	39,800	33,371
Williamson Boulevard	Strickland Range to Hand Avenue	2 - 4 Lanes	1.120	17,700	39,800	24,752
			26.25			572,348
	TOTALS:	X2	52.51			572,348

Dividing the new capacity lane miles of 572,348 by twice the length of the improvements, totaling 52.51 miles (to account for one lane in both directions), the average capacity per lane mile of construction is 10,900.

$$572,348 / 52.51 = 10,900 \text{ (rounded from 10,899.79)}$$

A survey of recent transportation impact fees studies performed in Florida was conducted to consider the average Vehicle-Miles of Capacity (VMC) per lane mile, revealing an average added capacity to be about 10,000 vehicle miles. Table 19 shows the average capacity per lane calculations from previous studies.

Table 19: Average Vehicle-Miles of Capacity (VMC) Added per Lane Mile

Note	Source	VMC Added per Lane Mile
1	St. Lucie County, FL	9,600
2	Palm Beach County, FL	9,967
3	Volusia County, FL	10,100
4	Palm Beach County, FL	14,000
5	Indian River County, FL	8,600
6	Hernando County, FL	11,200
7	Orange County, FL	9,000
	Average:	10,352

Note 1: Benesch Road Impact Fee Study (St. Lucie County) – March 2022 – 9,600

Note 2: Benesch Impact Fee Update Study (Palm Beach County) – March 2022 – 9,967

Note 3: Benesch Impact Fee Update Study (Volusia County) – July 2022 – 10,100

Note 4: Benesch Impact Fee Update Study (Palm Beach County) – July 2022 – 14,000

Note 5: Tindale Oliver Impact Fee Study Update (Indian River County) – February 2020 – 8,600

Note 6: Tindale Oliver Roads Impact Fee Study (Hernando County) – May 2020 – 11,200

Note 7: Tindale Oliver Transportation Impact Fee Study (Orange County) – September 2020 – 9,000

The analysis of road projects from the TPO and Volusia County TIP, coupled with the review of previous studies in Florida, validate the average Vehicle Miles of Capacity (VMC) per lane mile from each (10,900 and 10,352) to be approximately 10,626.

To be conservative, 10,500 VMC added per lane mile will be used for this study.

COST PER VEHICLE MILE OF CAPACITY

The cost per VMC figure is used in the road impact fee calculation to determine the total cost per unit of development based on vehicle-miles of travel consumed. For each vehicle-mile of travel that is added to the city roadway system, approximately \$476 of capacity is consumed. The average cost per additional VMC is shown in Table 20.

(Remainder of page intentionally left blank)

Table 20: Average Cost per Vehicle-Mile of Capacity Added

Source	Cost per Lane Mile ¹	Average VMC Added per Lane Mile ²	Cost per VMC ³
Blend of Road Projects	\$5,000,000	10,500	\$476.19

¹ Source: Roadway Cost Section

² Source: Table 19 and Table 19

³ VMC added per lane mile (Item 2) divided by cost per lane mile (Item 1)

NET COST PER VEHICLE MILE OF CAPACITY

When calculating the impact of new development on infrastructure costs, credit is given for revenue generated by new development that will be used to pay for capacity-related capital improvements. In Port Orange, capacity-expanding road improvements for local roads are funded almost exclusively with road impact fees, local option fuel taxes, and developer contributions (for which impact fee credits are provided).

Credit Component

CAPITAL IMPROVEMENT CREDIT

To avoid overcharging new development for the public facilities impact fees, a review of the capital funding program was completed. The purpose of this review was to determine any potential revenue credits generated by new development that are being used for expansion of capital facilities and land included in the inventory. It should be noted that the credit component does not include any capital renovation, maintenance, or operations expenses, as these types of expenditures cannot be funded with impact fee revenue.

An analysis was completed to determine the current transportation funding sources for the City of Port Orange based on the FY 2023 – 2028 City of Port Orange Capital Improvement Program (CIP). The City has an average of \$3,391,124 per year programmed for roadway transportation improvements. The CIP contains numerous projects consisting of roadway widening, intersection improvements, and additional turning lanes. All but one of the projects are funded via the Transportation Impact Fee Fund and the Transportation Planning Organization (TPO) Grant funding. The CIP currently has 12 transportation projects.

A breakdown of transportation projects and funding sources is shown in Table 21.

Table 21: CIP Transportation Projects

Project Title	Project Type	Funding Source		
		Property Taxes	TPO Grant	Transportation Fund
Willow Run Blvd. Widening	Capacity		X	X
Willow Run Blvd. Sidewalk (South)	New Sidewalk		X	X
Madeline Ave. (East) and Bruner Rd. Trail/Sidewalks	New Sidewalk		X	X
Madeline Avenue (West) Sidewalk/Trail	New Sidewalk		X	X
Taylor Rd/Williamson Blvd. Intersection Improvements	Reconstruct / Ped Improve / Safety		X	X
Taylor Rd./Clyde Morris Blvd. Intersection Improvements	Capacity		X	X
Williamson Blvd. and Willow Run Blvd. Sidewalk	New Sidewalk		X	X
Yorktowne Boulevard Northbound & Southbound Turn Lanes	Capacity / Ped Improvements		X	X
Widening of Madeline Avenue Between Clyde Morris Blvd & Nova Road	Capacity		X	X
Spruce Creek Road Sidewalks Gaps and Curb Ramp Replacement	Pedestrian Improvements		X	X
Dunlawton and Yorktowne Turn Lanes Bundle	Capacity	X	X	
Sidewalk Gap Bundle	New Sidewalk		X	X

Gasoline Tax Equivalent Credit

The present value of the portion of non-impact fee funding generated by new development over a 25-year period that is expected to be expended on capacity expansion projects was credited against the cost of the system consumed by travel associated with new development. In order to provide a connection to the demand component, which is measured in terms of travel, the non-impact fee dollars were converted to a fuel tax equivalency.

Methodology

The amount of gas-tax-supported funding for capacity expanding road improvements that can be anticipated over the long-term is estimated based on recent City of Port Orange gas tax revenue history. Pursuant to the interlocal agreement entered into between the County and municipalities within the County representing a majority of the incorporated area population within the County, the proceeds of the taxes are divided and distributed by the State Department of Revenue to the County and eligible municipalities. The proportion distributed to the City of Port Orange is 5.017 percent.¹ Table 22 shows the actual revenues over the past five (5) years.

¹ Florida Department of Revenue, Office of Tax Research

Table 22: Local Option Gas Tax Distributions

Tax ¹	FY 2017-2018	FY 2018-2019	FY 2019-2020	FY 2020-2021	FY 2021-2022 ²
5 Cent	\$ 572,440	\$ 566,641	\$ 576,562	\$ 566,787	\$ 524,716
6 Cent	\$ 786,856	\$ 765,741	\$ 776,303	\$ 771,714	\$ 731,399
Totals:	\$ 1,341,296	\$ 1,332,382	\$ 1,352,865	\$ 1,338,501	\$ 1,256,115

¹ City of Port Orange, Finance Department

² For FY22: 10 months received; 2 months estimated

In addition to the amount distributed to the city, the amount of gallons sold is necessary for the credit computation. The gallons sold in Volusia County is derived from the Florida Department of Revenue, “Certificate of Taxable Gallons, Fiscal Year 2020-2021, and is subsequently extrapolated to determine the same for Port Orange. Data attributed to Fiscal Year 2020-2021 will be used for this study.

Table 23: Funding per Gallon

Entity		FY 2020-2021
Volusia County ¹		
	Total Funding	\$ 14,861,036
1	Annual Gallons Sold	266,017,688
	Annual Funding per Gallon	\$ 0.0558
City of Port Orange		
	Total Funding	\$ 1,338,501
	Annual Gallons Sold ²	24,000,000
	Annual Funding per Gallon	\$ 0.0558

¹ Florida Department of Revenue, “Certificate of Taxable Gallons, Fiscal Year 2020-2021”

² Extrapolated

City

The City does not have a history of spending locally allocated gas tax revenues on capacity expansion projects in recent years. However, with anticipated continued growth and development, as well as the need for capacity improvements, a gas tax credit is given.

County

Based on a review of the Volusia County CIP, it was determined that the County has not programmed any funds to be spent on capacity expansion projects in the City of Port Orange. There are roadway and bridge projects but none providing capacity improvements. As such, no credit is given for gas tax revenues received by the County and spent in the city.

The other inputs to the Gas Tax Credit are:

- Average fuel efficiency,
- Effective days per year, and
- Net Present Value (NPV) of the annual funding per daily vehicle miles.

Fuel Efficiency

According to the U.S. Department of Transportation, Bureau of Transportation Statistics ¹, the average U.S. light duty vehicle fuel efficiency in miles per gallon (mpg) is 22.9 mpg. The most recent data is for the year 2020.

Effective Days per Year

An effective 365 days per year of operation was assumed for all land uses in the proposed fee. However, this will not be the case for all land uses since some uses operate only on weekdays (e.g., office buildings) and/or only seasonally (e.g., schools). The use of 365 days per year, therefore, provides a conservative estimate, ensuring that gasoline taxes are adequately credited against the fee.

Net Present Value

The NPV variables are facility life and interest rate. The roadway facility life used in the analysis is 25 years, which represents the reasonable life of a roadway. The interest rate is the discount rate at which gasoline tax revenues might be bonded. It is used to compute the present value of the gasoline taxes generated by new development. At the time of this analysis, the national average interest rate on 20-year AAA municipal bonds and AA municipal bonds varies from 3.35 to 3.75 percent. ² The discount rate of 3.5 percent is close to the average and was used in the calculation. Table 24 shows the calculations based on the previously mentioned assumptions.

Present Value

Present Value = calculation of the present value of a uniform series of cash flows, gas tax payments in this case, given an interest rate, “*i*,” and a number of periods, “*n*,” for 3.50% interest and a 25-year facility life, the uniform series present worth factor is 16.13. The present value factor is the factor that is used to indicate the present value of cash to be received in the future and is based on the time value of money. This PV factor is a number that is always less than one and is calculated by one divided by one plus the rate of interest to the power, i.e., the number of periods over which payments are to be made. Solving for Uniform Series Present Worth (USPW) factor. Where; *i* = interest rate and *n* = number of periods.

$$\text{USPW} = \frac{(1 + i)^n - 1}{i(1 + i)^n} = \frac{(1 + .037)^{25} - 1}{.037(1 + .037)^{25}} = \frac{2.48 - 1}{0.037 * 2.48} = \frac{1.48}{0.09176} = 16.13$$

¹ <https://www.bts.gov/content/average-fuel-efficiency-us-light-duty-vehicles>

² fmsbonds.com/market-yields

Table 24: Credit per VMT

Total Annual Gas Tax Funding	\$ 1,338,501
÷ Annual Gallons Sold	24,000,000
Annual Funding per Gallon	\$ 0.0558
÷ Average Fuel Efficiency (mpg)	22.9
Funding per Daily Vehicle Mile	\$ 0.0024
x Days per Year	365
Annual Funding per Daily Vehicle-Mile	\$ 0.89
x Net Present Value Factor (25 Years)	\$ 16.13
Gas Tax Funding Credit per VMT	\$ 14.34

Assuming that road improvements in Port Orange continue to receive a similar amount of County local option gas tax revenues over the long term, new development will generate the present value equivalent of \$14.34 in capacity funding per VMT over the next 25 years. This is the amount of credit that should be applied against the cost of accommodating the transportation demands of new development. The net cost per Vehicle Mile of Capacity (VMC) is \$461.85, as shown in Table 25.

Table 25: Net Cost per Service Unit

Road Cost per VMT	\$ 476.19
- Gas Tax Credit per VMT	\$ (14.34)
Net Road Cost per VMT	\$ 461.85

(Remainder of page intentionally left blank)

CALCULATED TRANSPORTATION IMPACT FEE SCHEDULE

Detailed impact fee calculations for each land use are included in Appendix D, which includes the major land use categories and the impact fees for the individual land uses contained in each of the major categories. For each land use, Appendix D illustrates the following:

- Demand component variables (trip rate, trip length, and percent of new trips);
- Total impact fee cost;
- Annual gas tax credit;
- Present value of the gas tax credit; and
- Net transportation impact fee.
- Current City of Port Orange transportation impact fee
- Percent difference between the calculated impact fee and current adopted impact fee

It should be noted that the net impact fee shown in Appendix D is not necessarily a recommended fee, but instead represents the technically calculated impact fee per unit of land use that could be charged in the City of Port Orange.

In order to ensure comprehension of the Transportation Impact Fee calculation, a step-by-step sample calculation is presented. The following example is for the Single Family Residential (Detached) land use category (ITE Land Use Code 210), using information from the impact fee schedules included in Appendix D.

Step 1: VMT = Trip Rate x Trip Length x Percent New Trips

Trip Rate = 9.43

Trip Length = 0.58 miles

Percent of New Trips = 100%

$$\text{VMT} = (9.43 \times 0.58 \times 100\%) = \mathbf{5.47}$$

Step 2: Daily VMT per Land Use = VMT / 2

VMT = 5.47

$$\text{Daily VMT} = 5.47 / 2 = \mathbf{2.73}$$

Step 3: Cost per VMT = Cost per lane mile / added capacity per lane mile

Total Cost per lane mile: \$5,000,000

Added capacity per lane mile = 10,500

$$\text{Cost per VMT} = \$5,000,000 / 10,500 = \mathbf{\$476.19}$$

Step 4: Total impact cost = Daily VMT per Land Use x Cost per VMT

Daily VMT for Single Family Residential= 2.73
Cost per VMT = \$476.19

Total Impact Cost = 6.41 x \$587.50= **\$1,302.24**

**Step 5: Credit per VMT= (\$/gallon used for capital improvements / Fuel Efficiency) x Effective Days per year
(365) x Present value of gas tax payments**

\$/Gallon used for capital improvements = \$.0558 Credit per VMT = ((\$.0558 / 22.90) x 365) x \$16.13 = **\$14.34**
Fuel Efficiency = 22.90 mpg
Effective days per year = 365
Present Value of Gas Tax Payments= \$16.13

Step 6: Gas Credit = Daily VMT per Land Use x Credit per VMT

Daily VMT for Single Family Residential = 2.73
Credit per VMT = \$14.34

Gas Credit = (2.73 x \$14.34) = **\$39.22**

Step 7: Net Impact Fee = Total Impact cost – Gas Credit

Total Impact Cost for Single Family Residential = \$1,302.24
Gas Credit for Single Family Residential = \$39.22

Net Impact Fee = (\$1,302.24 - \$39.22) = **\$1,263.02 (at 100%)**

Rounded = \$1,263

(Remainder of page intentionally left blank)

Transportation Impact Fee Comparison

As part of the effort in developing the City of Port Orange transportation impact fee program, a comparison of calculated fees to road/transportation impact fee schedules adopted in other jurisdictions was completed, as shown in Table 26. Note that differences in fee levels for a given land use can be caused by several factors, including the year of the technical study, adoption percentage, study methodology including variation in costs, credits, and travel demand, land use categories included in the fee schedule, etc.

This table includes ten (10) land uses with single family detached as the residential land use, and nine (9) non-residential land uses. The impact fees for the peer cities are then summarized, leading to the highest, lowest, and average for the ten land use categories. The fees associated with Orange City are, in many cases, significantly lower than the rest and were subsequently eliminated from the averaging to reduce potential skewing of the data. The City of New Smyrna Beach has the lowest fees in all land use categories, compared to the other cities, which will slightly skew the analysis.

Figure 7 and Figure 8 provide charts to visualize the position of Port Orange in comparison to the peer cities.

Although there is some variation, it is not recommended that Port Orange's calculated fees be modified overall to match the averages derived from the city samples. The updated transportation impact fees for the various land use categories are shown in Table 27.

The detailed fee schedule that includes the calculations shown above for all land uses is presented in Appendix D. It should be noted that in all cases where the proposed impact fee is less than the current fee, the Trip Generation Rate (TGR) applied in the previous study was for some reason significantly higher than the ITE TGR.

(Remainder of page intentionally left blank)

Table 26: Transportation Impact Fee Comparison

Land Use	Unit of Measure	Port Orange (Existing)	Port Orange (Proposed)	Palm Coast	Deltona	Ocoee	New Smyrna Beach	Orange City	Apopka
Fee Schedule Date		2005	2023	2022	2017	2022	2019	2019	2022
Assessed Portion of Calculated Fee		100%	100%	100%	100%	100%	100%	100%	100%
Residential:									
Single Family Detached	Du	\$ 902	\$ 1,263	\$ 3,139	\$ 1,044	\$ 3,944	\$ 1,143	\$ 622	\$ 3,101
Non-Residential:									
General Light Industrial	1,000 sf	\$ 357	\$ 600	\$ 1,773	\$ 1,308	\$ 2,497	\$ 833	\$ 340	\$ 2,633
Warehousing	1,000 sf	\$ 451	\$ 211	\$ 1,773	\$ 449	\$ 1,776	\$ 597	\$ 260	\$ 1,877
Hotel	1,000 sf	\$ 665	\$ 710	\$ 1,852	\$ 1,029	\$ 2,668	\$ 830	\$ 362	\$ 3,212
Day Care Center	1,000 sf	\$ 1,844	\$ 4,249	\$ 5,119	\$ 2,416	\$ 8,324	\$ 2,335	\$ 1,220	\$ 6,045
Place of Worship	1,000 sf	\$ 526	\$ 1,090	\$ 2,268	\$ 698	\$ 3,230	\$ 667	\$ 340	\$ 2,969
General Office	1,000 sf	\$ 1,646	\$ 1,502	\$ 3,798	\$ 1,638	\$ 4,753	\$ 2,085	\$ 1,210	\$ 4,995
Shopping Center (>150ksf)	1,000 sf	\$ 2,217	\$ 2,872	\$ 6,936	\$ 2,075	\$ 4,847	\$ 1,380	\$ 880	\$ 10,686
Bank (Drive-through)	1,000 sf	\$ 5,925	\$ 4,368	\$ 12,289	\$ 7,005	\$ 9,608	\$ 7,503	\$ 8,710	\$ 20,225
Fast Food w/Drive Thru	1,000 sf	\$ 9,939	\$ 11,173	\$ 23,042	\$ 41,461	\$ 23,156	\$ 12,585	\$ 6,450	\$ 24,423

¹ Represents that portion of the maximum calculated fee for each city/county that is actually charged. Does not account for moratoriums/suspension.

² du = dwelling units

³ Source: Appendix D

⁴ Source: City of Palm Coast, FL Summary of Application and Impact Fees (December 21, 2021) (Note: Fast Food w/Drive Thru unit is Lanes)

⁵ Source: City of Deltona, Planning and Development Services

⁶ Source: City of Ocoee, Florida – Impact Fee Schedule

⁷ Source: City of New Smyrna Beach, Florida – Impact Fees

⁸ Source: City of Orange City, Development Services Department

⁹ Source: City of Apopka, Community Development Department, Engineering Division

Figure 7: Transportation Impact Fee Comparison per Single Family Residential Unit

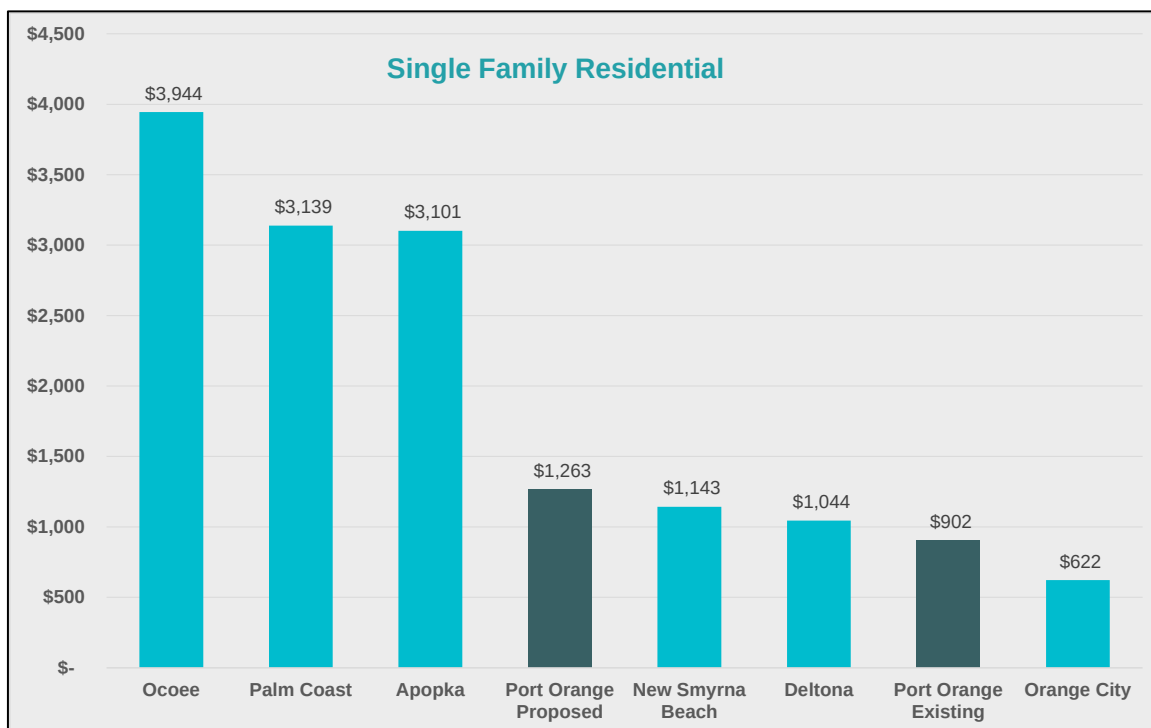
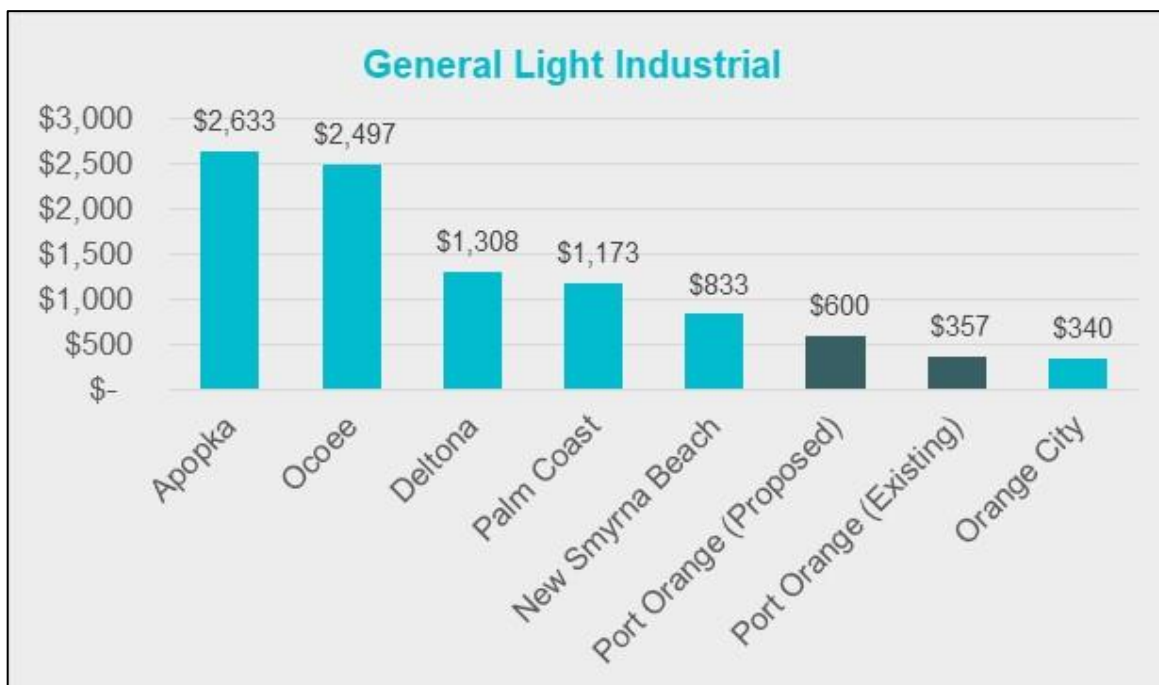
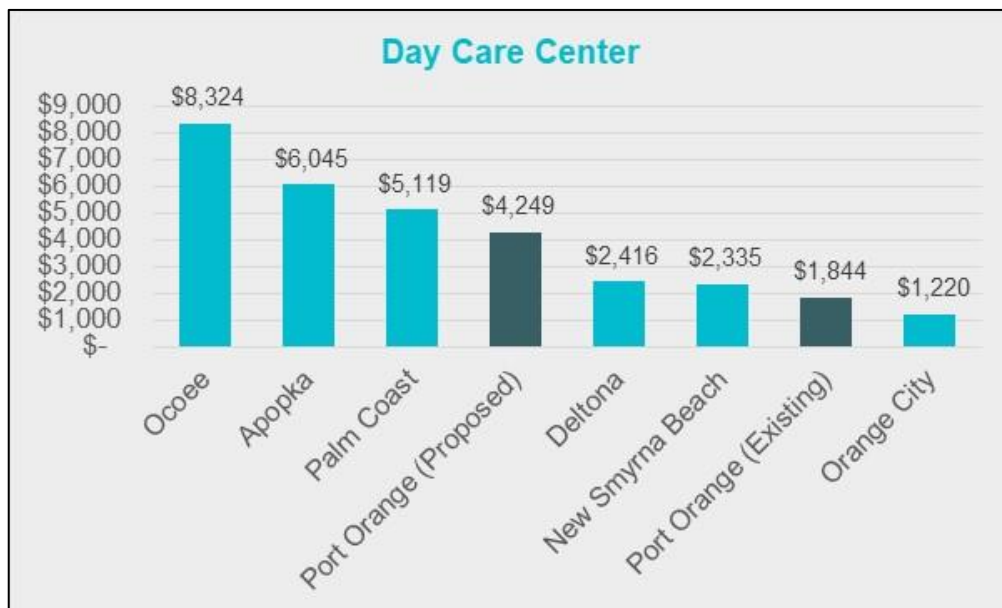
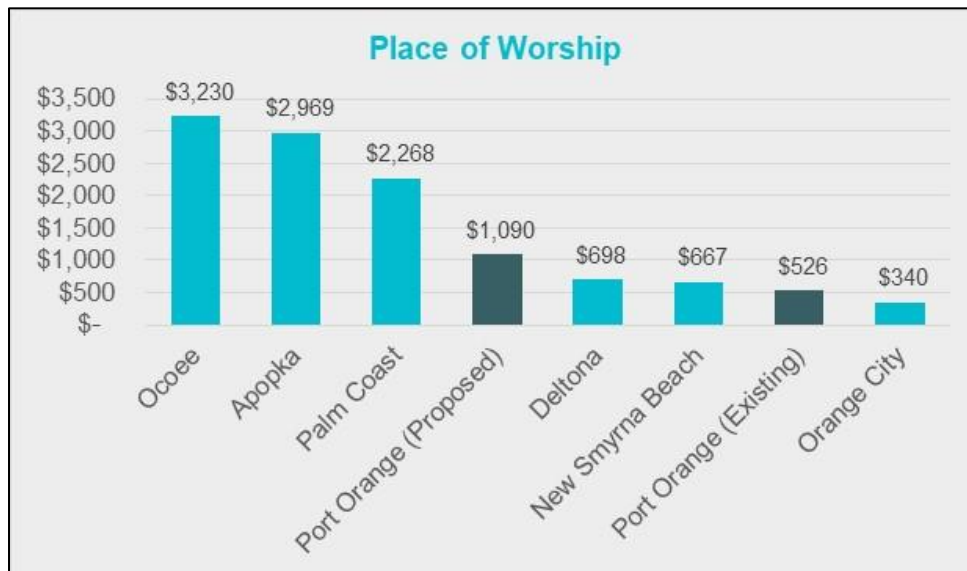


Figure 8: Transportation Impact Fee Comparisons for Non-Residential







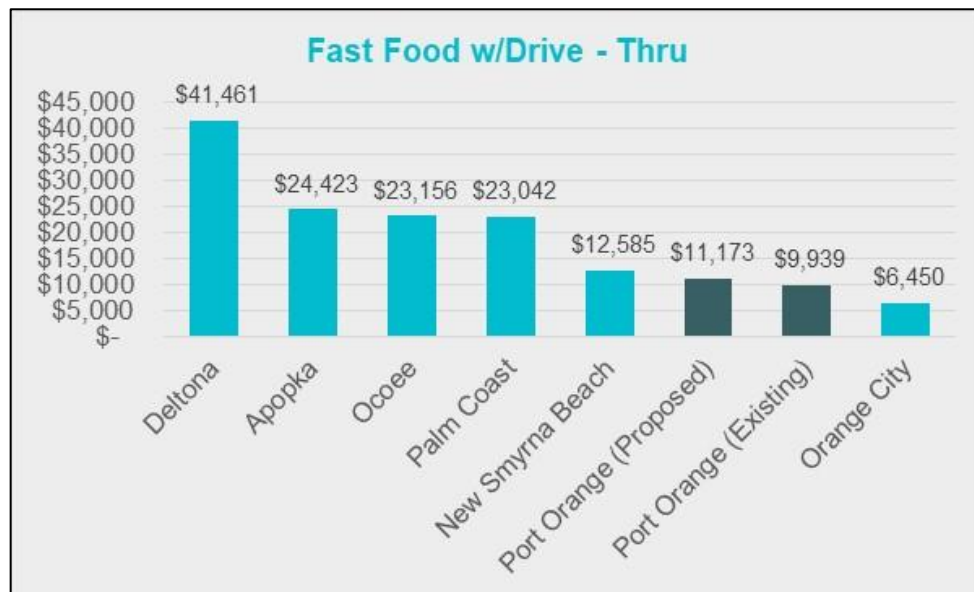
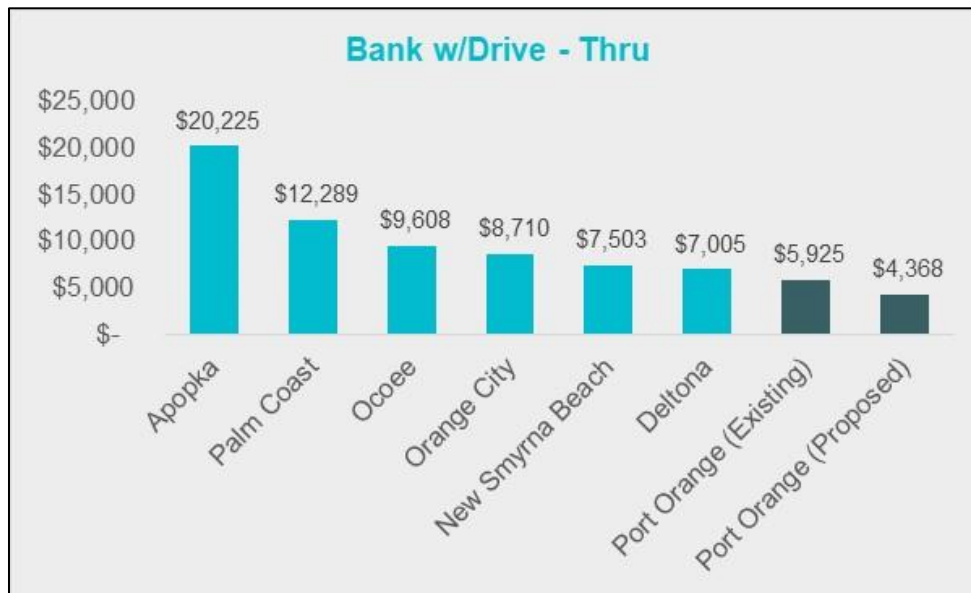


Table 27: Transportation Impact Fee

Land Use	ITE LUC	Unit of Measure	Year 2023	Year 2024	Year 2025	Year 2026 and Onward
INDUSTRIAL						
General Light Industrial	110	1,000 SF	\$ 402	\$ 446	\$ 491	\$ 536
Industrial Park	130	1,000 SF	\$ 415	\$ 415	\$ 415	\$ 415
Manufacturing	140	1,000 SF	\$ 406	\$ 451	\$ 496	\$ 542
Warehousing	150	1,000 SF	\$ 211	\$ 211	\$ 211	\$ 211
Mini-Warehouse	151	1,000 SF	\$ 165	\$ 179	\$ 179	\$ 179
RESIDENTIAL						
Single-Family Detached Housing	210	DU	\$ 992	\$ 1,083	\$ 1,173	\$ 1,263
Multifamily Housing (Low-Rise)	220	DU	\$ 724	\$ 784	\$ 843	\$ 903
Multifamily Housing (Mid-Rise)	221	DU	\$ 608	\$ 608	\$ 608	\$ 608
Multifamily Housing (High-Rise)	222	DU	\$ 608	\$ 608	\$ 608	\$ 608
Low-Rise Residential with Ground-Floor Commercial	230	GFA (1-25K)	\$ 452	\$ 461	\$ 461	\$ 461
Mid-Rise Residential with Ground-Floor Commercial	231	GFA (1-25K)	\$ 461	\$ 461	\$ 461	\$ 461
High-Rise Residential with Ground-Floor Commercial	232	GFA (1-25K)	\$ 461	\$ 461	\$ 461	\$ 461
Mobile Home Park	240	DU	\$ 393	\$ 436	\$ 480	\$ 524
LODGING						
Hotel	310	Rooms	\$ 687	\$ 710	\$ 710	\$ 710
Motel	320	Rooms	\$ 344	\$ 344	\$ 344	\$ 344
RECREATIONAL						
Campground/Recreational Vehicle Park	416	Sites	\$ 328	\$ 362	\$ 362	\$ 362
Marina	420	Berths	\$ 323	\$ 323	\$ 323	\$ 323
Movie Theater	445	Screens	\$ 4,694	\$ 5,215	\$ 5,737	\$ 6,258
Health/Fitness Club	492	1,000 SF	\$ 4,344	\$ 4,344	\$ 4,344	\$ 4,344
INSTITUTIONAL						
Place of Worship	560	1,000 SF	\$ 592	\$ 658	\$ 723	\$ 789
Day Care Center	565	1,000 SF	\$ 2,075	\$ 2,305	\$ 2,536	\$ 2,766
MEDICAL						
Hospital	610	1,000 SF	\$ 1,180	\$ 1,268	\$ 1,355	\$ 1,442
Nursing Home	620	Beds	\$ 114	\$ 126	\$ 139	\$ 152
Clinic	630	1,000 SF	\$ 5,036	\$ 5,036	\$ 5,036	\$ 5,036
Animal Hospital/Veterinary Clinic	640	1,000 SF	\$ 989	\$ 1,099	\$ 1,209	\$ 1,319
OFFICE						
General Office Building	710	1,000 SF	\$ 1,502	\$ 1,502	\$ 1,502	\$ 1,502
Small Office Building	712	1,000 SF	\$ 1,987	\$ 1,987	\$ 1,987	\$ 1,987
Corporate Headquarters Building	714	1,000 SF	\$ 587	\$ 653	\$ 718	\$ 783
Medical-Dental Office Building	720	1,000 SF	\$ 2,895	\$ 3,216	\$ 3,538	\$ 3,860
Office Park	750	1,000 SF	\$ 1,513	\$ 1,529	\$ 1,529	\$ 1,529
Research Center	760	1,000 SF	\$ 717	\$ 796	\$ 876	\$ 956
Business Park	770	1,000 SF	\$ 1,530	\$ 1,662	\$ 1,662	\$ 1,662

Land Use	ITE LUC	Unit of Measure	Year 2023	Year 2024	Year 2025	Year 2026 and Onward
RETAIL						
Building Materials and Lumber Store	812	1,000 SF	\$ 1,632	\$ 1,632	\$ 1,632	\$ 1,632
Hardware/Paint Store	816	1,000 SF	\$ 772	\$ 772	\$ 772	\$ 772
Nursery (Garden Center)	817	1,000 SF	\$ 6,517	\$ 6,517	\$ 6,517	\$ 6,517
Shopping Center (>150k)	820	1,000 SF	\$ 2,381	\$ 2,544	\$ 2,708	\$ 2,872
Shopping Plaza (40-150k)	821	1,000 SF	\$ 7,332	\$ 7,332	\$ 7,332	\$ 7,332
Strip Retail Plaza (<40k)	822	1,000 SF	\$ 4,225	\$ 4,225	\$ 4,225	\$ 4,225
Automobile Sales (New)	840	1,000 SF	\$ 2,228	\$ 2,421	\$ 2,615	\$ 2,808
Automobile Sales (Used)	841	1,000 SF	\$ 2,208	\$ 2,382	\$ 2,556	\$ 2,729
Tire Superstore	849	1,000 SF	\$ 1,099	\$ 1,221	\$ 1,343	\$ 1,466
Supermarket	850	1,000 SF	\$ 2,421	\$ 2,690	\$ 2,959	\$ 3,228
Convenience Store (w/o gas station)	851	1,000 SF	\$ 7,418	\$ 8,049	\$ 8,681	\$ 9,312
Home Improvement Superstore	862	1,000 SF	\$ 1,433	\$ 1,593	\$ 1,752	\$ 1,911
Pharmacy/Drugstore without Drive-Through Window	880	1,000 SF	\$ 3,774	\$ 3,774	\$ 3,774	\$ 3,774
Pharmacy/Drugstore with Drive-Through Window	881	1,000 SF	\$ 1,568	\$ 1,743	\$ 1,917	\$ 2,091
Marijuana Dispensary	882	1,000 SF	\$ 8,737	\$ 8,737	\$ 8,737	\$ 8,737
Furniture Store	890	1,000 SF	\$ 280	\$ 311	\$ 342	\$ 374
Liquor Store	899	1,000 SF	\$ 6,516	\$ 6,516	\$ 6,516	\$ 6,516
SERVICES						
Walk-in Bank	911	1,000 SF	\$ 3,417	\$ 3,796	\$ 4,176	\$ 4,556
Drive-in Bank	912	1,000 SF	\$ 4,368	\$ 4,368	\$ 4,368	\$ 4,368
Fine Dining Restaurant	931	1,000 SF	\$ 3,869	\$ 4,170	\$ 4,470	\$ 4,770
High-Turnover (Sit-Down) Restaurant	932	1,000 SF	\$ 5,663	\$ 6,209	\$ 6,209	\$ 6,209
Fast-Food Restaurant without Drive-Through Window	933	1,000 SF	\$ 10,864	\$ 11,789	\$ 12,713	\$ 13,638
Fast-Food Restaurant with Drive-Through Window	934	1,000 SF	\$ 10,556	\$ 11,173	\$ 11,173	\$ 11,173
Fast-Food Restaurant with Drive-Through Window and No Indoor Seating	935	1,000 SF	\$ 16,829	\$ 16,829	\$ 16,829	\$ 16,829
Coffee/Donut Shop without Drive-Through Window	936	1,000 SF	\$ 3,245	\$ 3,245	\$ 3,245	\$ 3,245
Coffee/Donut Shop with Drive-Through Window	937	1,000 SF	\$ 2,834	\$ 2,834	\$ 2,834	\$ 2,834
Coffee/Donut Shop with Drive-Through Window and No Indoor Seating	938	Lanes	\$ 951	\$ 951	\$ 951	\$ 951
Quick Lubrication Vehicle Shop	941	Positions	\$ 1,845	\$ 2,050	\$ 2,255	\$ 2,460
Gasoline/Service Station	944	Positions	\$ 4,953	\$ 4,953	\$ 4,953	\$ 4,953
Convenience Store/Gas Station	945	Positions	\$ 5,998	\$ 6,196	\$ 6,196	\$ 6,196
Self-Service Car Wash	947	Wash Stalls	\$ 3,526	\$ 3,847	\$ 3,847	\$ 3,847
Automated Car Wash	948	1,000 SF	\$ 12,487	\$ 12,487	\$ 12,487	\$ 12,487
Brewery Tap Room	971	1,000 SF	\$ 4,787	\$ 4,787	\$ 4,787	\$ 4,787
Drinking Place	975	1,000 SF	\$ 7,033	\$ 7,627	\$ 8,220	\$ 8,814

APPENDIX A:

FDOT Q/LOS TABLE 1

TABLE 1

Generalized Annual Average Daily Volumes for Florida's
Urbanized Areas

January 2020

INTERRUPTED FLOW FACILITIES						UNINTERRUPTED FLOW FACILITIES					
STATE SIGNALIZED ARTERIALS						FREEWAYS					
Class I (40 mph or higher posted speed limit)						Core Urbanized					
Lanes	Median	B	C	D	E	Lanes	B	C	D	E	
2	Undivided	*	16,800	17,700	**	4	47,600	66,400	83,200	87,300	
4	Divided	*	37,900	39,800	**	6	70,100	97,800	123,600	131,200	
6	Divided	*	58,400	59,900	**	8	92,200	128,900	164,200	174,700	
8	Divided	*	78,800	80,100	**	10	115,300	158,900	203,600	218,600	
						12	136,500	192,400	246,200	272,900	
Class II (35 mph or slower posted speed limit)						Urbanized					
Lanes	Median	B	C	D	E	Lanes	B	C	D	E	
2	Undivided	*	7,300	14,800	15,600	4	45,900	62,700	75,600	85,400	
4	Divided	*	14,500	32,400	33,800	6	68,900	93,900	113,600	128,100	
6	Divided	*	23,300	50,000	50,900	8	91,900	125,200	151,300	170,900	
8	Divided	*	32,000	67,300	68,100	10	115,000	156,800	189,300	213,600	
Non-State Signalized Roadway Adjustments						Freeway Adjustments					
(Alter corresponding state volumes by the indicated percent.)						Auxiliary Lanes					
Non-State Signalized Roadways						Present in Both Directions					
						+ 20,000					
Median & Turn Lane Adjustments						Ramp Metering					
Lanes	Median	Exclusive Left Lanes	Exclusive Right Lanes	Adjustment Factors		+ 5%					
2	Divided	Yes	No	+5%							
2	Undivided	No	No	-20%							
Multi	Undivided	Yes	No	-5%							
Multi	Undivided	No	No	-25%							
-	-	-	Yes	+5%							
One-Way Facility Adjustment						UNINTERRUPTED FLOW HIGHWAYS					
Multiply the corresponding two-directional volumes in this table by 0.6						Lanes	Median	B	C	D	E
						2	Undivided	11,700	18,000	24,200	32,600
						4	Divided	36,300	52,600	66,200	75,300
						6	Divided	54,600	78,800	99,400	113,100
BICYCLE MODE ²						Uninterrupted Flow Highway Adjustments					
(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)						Lanes	Median	Exclusive left lanes	Adjustment factors		
Paved Shoulder/Bicycle Lane Coverage	B	C	D	E		2	Divided	Yes	+5%		
0-49%	*	2,900	7,600	19,700		Multi	Undivided	Yes	-5%		
50-84%	2,100	6,700	19,700	>19,700		Multi	Undivided	No	-25%		
85-100%	9,300	19,700	>19,700	**							
PEDESTRIAN MODE ²											
(Multiply vehicle volumes shown below by number of directional roadway lanes to determine two-way maximum service volumes.)											
Sidewalk Coverage	B	C	D	E							
0-49%	*	*	2,800	9,500							
50-84%	*	1,600	8,700	15,800							
85-100%	3,800	10,700	17,400	>19,700							
BUS MODE (Scheduled Fixed Route) ³											
(Buses in peak hour in peak direction)											
Sidewalk Coverage	B	C	D	E							
0-84%	> 5	≥ 4	≥ 3	≥ 2							
85-100%	> 4	≥ 3	≥ 2	≥ 1							

¹ Values shown are presented as two-way annual average daily volumes for levels of service and are for the automobile/truck modes unless specifically stated. This table does not constitute a standard and should be used only for general planning applications. The computer models from which this table is derived should be used for more specific planning applications. The table and deriving computer models should not be used for corridor or intersection designs, where more refined techniques exist. Calculations are based on planning applications of the HCM and the Transit Capacity and Quality of Service Manual.

² Level of service for the bicycle and pedestrian modes in this table is based on number of vehicles, not number of bicyclists or pedestrians using the facility.

³ Buses per hour shown are only for the peak hour in the single direction of the higher traffic flow.

* Cannot be achieved using table input value defaults.

** Not applicable for that level of service letter grade. For the automobile mode, volumes greater than level of service D become F because intersection capacities have been reached. For the bicycle mode, the level of service letter grade (including F) is not achievable because there is no maximum vehicle volume threshold using table input value defaults.

Source:
Florida Department of Transportation
Systems Implementation Office
<https://www.fltda.com/intermodal/volumes/>

APPENDIX B:

LAND USE DEFINITIONS

Appendix B: Land Use Definitions

Residential

Single-Family Detached - Any single-family detached home on an individual lot is included in this category. A typical example of this land use is a home in a suburban subdivision. Also included are duplex residential units and other residential land uses not specified above.

Multi-Family - This land use includes both low-rise ("walk-up" dwellings) and high-rise multifamily apartments. An apartment is defined as a dwelling unit that is located within the same building with three or more dwelling units. Also included in this land use are residential condominiums, townhomes, triplex and quadplex units. Residential condominiums and townhomes are defined as single-family units that have at least one other single-family unit within the same building structure.

Independent Senior Living Facility - Retirement communities - restricted to adults or senior citizens - contain residential units like apartments or condominiums and are usually self-contained villages. They may also contain special services such as medical facilities, dining facilities, and some limited supporting retail facilities.

Office (Service)

General Office Building - A general office building houses one or more tenants and is the location where affairs of a business, commercial or industrial organization, and professional activity are conducted. The building or buildings may be limited to one tenant or contain a mixture of tenants including professional services, insurance companies, investment brokers, company headquarters, and services for the tenants such as a bank or savings and loan, a restaurant or cafeteria, and several retail facilities. Also included in this category are office parks, and other office uses not specified above.

Medical Office Building - A building that provides diagnoses and outpatient care on a routine basis but is unable to provide prolonged in-house medical and surgical care. One or more private physicians or dentists generally operate this type of facility.

Commercial/Retail

Retail/Shopping Center - This includes a variety of land uses that include shopping centers, home improvement stores, hardware stores selling a complete assortment of food, household goods and materials, apparel, servicing items. A shopping center is an integrated group of commercial establishments that is planned, developed, owned, and managed as a unit. It is related to its market area in terms of size, location, and type of store. Shopping centers provide on-site parking facilities. Some centers may include non-merchandising uses such as small office professional services, post offices, banks, health clubs, video rentals, and recreational facilities such as ice-skating rinks or video arcades.

Restaurant - This land use consists of sit-down eating establishments. Quality and high-turnover (sit-down) restaurants are included in this category. Quality restaurants usually have a turnover rate of at least one hour or longer. The turnover rate for a high-turnover (sit-down) restaurant is usually less than one hour.

Fast Food Restaurant - This category includes fast food restaurants with or without drive-through windows, such as McDonalds, Burger King, Dunkin Donuts, and Taco Bell. Some establishments may include an indoor or outdoor playground.

Convenience Store/Gas Station - Any convenience market that sells convenience foods, newspapers, magazines, and often, beer and wine and may have gasoline pumps. Gas stations generally are located at intersections or freeway interchanges and may include facilities for servicing, repairing, fueling motor vehicles and may have convenience stores. Convenience stores/gas stations that have a fast-food restaurant contained within should be calculated on a separate basis based on the appropriate independent variable.

Grocery/Super Market – A free-standing retail store selling a complete assortment of food, food preparation, and wrapping materials and household cleaning items. Supermarkets may also contain the following products and services: ATMs, automobile supplies, bakeries, books and magazines, floral arrangements, photo center, video rental and pharmacy.

Discount Club – A discount club is a discount store or warehouse where shoppers pay a membership fee in order to take advantage of discounted prices on a wide variety of items such as food, clothing, tires, and appliances; many items are sold in large quantities or bulk.

Bank - This land use includes walk-in and drive-in banks. Walk-in banks are generally freestanding buildings with their own parking lots. These banks do not have drive-in windows. Drive-in banks provide banking facilities for the motorist while in a vehicle; many also serve patrons who walk into the building. Savings and loan companies should also be included in this category.

Pharmacy/Drugstore with Drive-Through – Pharmacies/drugstores are retail facilities that primarily sell prescription and non-prescription drugs. These facilities may also sell cosmetics, toiletries, medications, stationery, personal care products, limited food products and general merchandise. These facilities may or may-not contain drive-through windows.

Movie Theater - This land use consists of a movie or live theater and contains audience seating, single or multiple auditoriums, lobby, offices, and refreshment stands.

Furniture and Appliance Sales - A store specializing in the sale of furniture, household appliances and goods and often, carpeting.

Hotel/Motel – A place of lodging that provides sleeping accommodations, small restaurants, lounges, and meeting spaces. Some hotels or motels may provide banquet rooms or other retail and service shops. Also included in this category are extended stay hotels and business hotels.

Quick Lube Shop – A quick lubrication vehicle shop is a business where the primary activity is to perform oil change services for vehicles. Other ancillary services provided may include preventative maintenance, such as fluid and filter changes. Automobile repair service is generally not provided.

Car Wash – Facilities that allow for the cleaning of vehicles by providing stalls to park and wash the vehicles. Automated facilities may also be provided. Manual cleaning and car detailing may also take place at these facilities.

Mini-Warehouse/ Self-Storage Facilities - A self-serve storage unit or vault that is rented for the storage of goods. Each unit is physically separated from other units and access is usually provided through an overhead door or other common access point.

Golf Course – Public or privately owned golf course facilities. Some sites may have a golf driving range, pro-shop or clubhouse, restaurant and lounge, and banquet facilities.

Golf Driving Range – Outdoor facilities containing driving tees for golfers to practice. These facilities may also provide individual or small group lessons. Some may have pro-shop and/or small refreshment facilities.

Health/Fitness Club – Health and fitness clubs are privately owned facilities that may include weightlifting and gymnastics equipment, swimming pools, whirlpools, saunas, racquetball and handball courts, exercise classes and locker rooms.

Industrial (Basic)

General Industrial – General industrial includes a variety of land uses such as light industrial, manufacturing, salvage, facilities for preparation/assembly and warehouse/distribution of goods. Other uses include materials testing laboratories, high-tech facilities and assemblers of technical equipment. Most facilities are free standing and devoted to a single use. Also included in this category are any other industrial uses not specified above.

Industrial Park – Industrial parks contain a number of industrial or related facilities. They are characterized by a mix of light manufacturing, high-tech assembly, service, and minimal warehousing. Many parks contain highly diversified facilities-some with a large number of small businesses and others with one or two dominant industries.

Manufacturing – Facilities where the primary activity is the conversion or fabrication of raw materials to finished products. In addition to production of goods, manufacturing facilities may also have ancillary office, warehouse and associated functions.

Warehousing – These facilities are primarily devoted to the storage of materials. These facilities differ from mini warehouse in that they are generally not self-service in nature.

Institutional

Private School - Private schools serve students between the kindergarten and middle school or high school levels. Private schools are usually centrally located in residential communities in order to facilitate student access and have no student drivers.

Community College - Community college provides two and four-year advanced degrees. Vocational and technical schools are other uses that may fall under this category.

Day Care Center - A day care center is a facility where care for pre-school age children is provided, normally during the daytime hours. Day care facilities generally include classrooms, offices, eating areas, and playgrounds. Some centers also provide after-school care for older children.

Hospital - A hospital is any institution where medical or surgical care is given to non-ambulatory and ambulatory patients, and overnight accommodations are provided.

Nursing Home - A nursing home is any facility whose primary purpose is to care for persons who are unable to care for themselves. The term applies to rest homes, chronic care, and convalescent homes.

Religious Facilities – Churches, synagogues or houses of worship that provide public worship services, and generally house an assembly hall or sanctuary, meeting rooms, classrooms, and occasionally dining, catering, or party facilities.

Activity Centers – A recreational center or private club such as a YMCA that may offer classes and clubs for adults and children; a day care or a nursery school, meeting rooms, swimming pools and whirlpools; saunas, tennis, racquetball and handball courts, exercise classes, weightlifting equipment and locker rooms. Some may offer a small restaurant or snack bar within.

(Remainder of page intentionally left blank)

APPENDIX C:

FLORIDA STUDIES

Appendix C: Florida Studies Trip Characteristics Database

The Florida Studies Trip Characteristics Database includes over 200 studies on 40 different residential and non-residential land uses collected over the last 25 years. Data from these studies include trip generation, trip length, and percent new trips for each land use. This information has been used in the development of impact fees and the creation of land use plan category trip characteristics for communities throughout Florida and the U.S.

Originally developed by Tindale Oliver and Associates, the historical database estimates trip generation rates for all land uses in a roadway impact fee schedule using data from studies in the Florida Studies Database and the Institute of Transportation Engineers' (ITE) Trip Generation reference report (11th edition). In those cases when both ITE Trip Generation reference report (11th edition) and Florida Studies trip generation rate (TGR) data are available for a particular land use, the data is typically blended to increase the sample size and provide a more valid estimate of the average number of trips generated per unit of development. If no Florida Studies data is available, only TGR data from the ITE reference report is used in the fee calculation. Similarly, when using the current TGR, the database is also used as a means of estimating percent new trips.

The trip generation rate for each respective land use is calculated using machine counts that record daily traffic into and out of the site studied. The traffic count hoses are set at entrances to residential subdivisions for the residential land uses and at all access points for non-residential land uses.

The trip length information is obtained through origin-destination surveys that ask respondents where they came from prior to arriving at the site and where they intended to go after leaving the site. The results of these surveys were used to estimate average trip length by land use.

The percent new trip variable is based on assigning each trip collected through the origin-destination survey process a trip type (primary, secondary, diverted, and captured). The percent new trip variable is then calculated as 1 minus the percentage of trips that are captured.

(Remainder of page intentionally left blank)

Hotel (ITE LUC 310)										
Location	Size (Rooms)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Pinellas Co, FL	174	Aug-89	134	106	12.50	7-11a/3-7p	6.30	79.0	62.21	Tindale-Oliver & Associates
Pinellas Co, FL	114	Oct-89	30	14	7.30	12-7p	6.20	47.0	21.27	Tindale-Oliver & Associates
Orange Co, FL	123	1997	-	-	6.32	-	-	-	-	Orange County
Orange Co, FL	120	1997	-	-	5.27	-	-	-	-	Orange County
Orange Co, FL	146	1997	-	-	7.61	-	-	-	-	Orange County
Orange Co, FL	252	1997	-	-	5.63	-	-	-	-	Orange County
Orange Co, FL	172	1997	-	-	6.36	-	-	-	-	Orange County
Orange Co, FL	170	1997	-	-	6.06	-	-	-	-	Orange County
Orange Co, FL	128	1997	-	-	6.10	-	-	-	-	Orange County
Orange Co, FL	200	1997	-	-	4.56	-	-	-	-	Orange County
Orange Co, FL	112	1998	-	-	2.78	-	-	-	-	Orange County
Orange Co, FL	130	1998	-	-	9.12	-	-	-	-	Orange County
Orange Co, FL	106	1998	-	-	7.34	-	-	-	-	Orange County
Orange Co, FL	98	1998	-	-	7.32	-	-	-	-	Orange County
Orange Co, FL	120	1998	-	-	5.57	-	-	-	-	Orange County
Orange Co, FL	70	1999	-	-	1.85	-	-	-	-	Orange County
Orange Co, FL	123	1999	-	-	4.81	-	-	-	-	Orange County
Orange Co, FL	123	1999	-	-	3.70	-	-	-	-	Orange County
Orange Co, FL	211	2000	-	-	2.23	-	-	-	-	Orange County
Orange Co, FL	144	2000	-	-	7.32	-	-	-	-	Orange County
Orange Co, FL	105	2001	-	-	5.25	-	-	-	-	Orange County
Orange Co, FL	891	2005	-	-	5.69	-	-	-	-	Orange County
Orange Co, FL	1,584	2005	-	-	5.88	-	-	-	-	Orange County
Orange Co, FL	210	2006	-	-	4.88	-	-	-	-	Orange County
Orange Co, FL	1499	2006	-	-	4.69	-	-	-	-	Orange County
Orange Co, FL	144	-	-	-	4.74	-	-	-	-	Orange County
Orange Co, FL	148	-	-	-	7.61	-	-	-	-	Orange County
Orange Co, FL	160	-	-	-	6.19	-	-	-	-	Orange County
Orange Co, FL	130	-	-	-	4.29	-	-	-	-	Orange County
Orange Co, FL	130	-	-	-	3.40	-	-	-	-	Orange County
Orange Co, FL	144	-	-	-	7.66	-	-	-	-	Orange County
Orange Co, FL	100	-	-	-	7.37	-	-	-	-	Orange County
Orange Co, FL	190	-	-	-	4.71	-	-	-	-	Orange County
Orange Co, FL	1501	2011	-	-	3.50	-	-	-	-	Tindale-Oliver & Associates
Orange Co, FL	174	2011	-	-	7.03	-	-	-	-	Tindale-Oliver & Associates
Orange Co, FL	238	2014	-	-	4.05	-	-	-	-	Tindale-Oliver & Associates
Total Size	10,184	36	164	Average Trip Length:			6.25			
ITE	1,036	7		Weighted Average Trip Length:			6.26			
Blended total	11,220			Weighted Percent New Trip Average:			66.33			
				Weighted Average Trip Generation Rate:					5.31	
				ITE Average Trip Generation Rate:					7.99	
				Blend of Size or Units to Florida Studies and ITE Average Trip Generation Rate:					5.56	

Motel (ITE LUC 320)										
Location	Size (Rooms)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Pinellas Co, FL	48	Oct-89	46	24	-	10a-2p	2.80	65.0	-	Tindale-Oliver & Associates
Pinellas Co, FL	54	Oct-89	32	22	-	12p-7p	3.80	69.0	-	Tindale-Oliver & Associates
Pinellas Co, FL	120	Oct-89	26	22	-	2p-7p	5.20	84.6	-	Tindale-Oliver & Associates
			104	Average Trip Length:			3.93			
				Weighted Average Trip Length:			4.34			
				Weighted Percent New Trip Average:			76.57			

Movie Theater (ITE LUC 445)										
Location	Size (Screens)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Pinellas Co, FL	8	Oct-89	151	116	113.10	2p-8p	2.70	77.0	235.13	Tindale-Oliver & Associates
Pinellas Co, FL	12	Sep-89	122	116	63.40	2p-8p	1.90	95.0	114.44	Tindale-Oliver & Associates
Total Size	20.0	2	273	Average Trip Length:			2.30			
ITE	6.0	1		Weighted Average Trip Length:			2.22			
Blended total	26.0			Weighted Percent New Trip Average:			87.80			
				Weighted Average Trip Generation Rate:					83.28	
				ITE Average Trip Generation Rate:					220.00	
				Blend of Size or Units to Florida Studies and ITE Average Trip Generation Rate:					114.83	

Nursing Home (ITE LUC 620)										
Location	Size (Beds)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Lakeland, FL	120	Mar-90	74	66	2.86	11a-4p	2.59	89.0	6.59	Tindale-Oliver & Associates
Total Size	120.0	1	74	Average Trip Length:			2.59			
ITE	480.0	3		Weighted Average Trip Length:			2.59			
Blended total	600.0			Weighted Percent New Trip Average:				89.00		
							Weighted Average Trip Generation Rate:			2.86
							ITE Average Trip Generation Rate:			3.06
				Blend of Size or Units to Florida Studies and ITE Average Trip Generation Rate:						3.02

Animal Hospital / Veterinary Clinic (ITE LUC 640)										
Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
St. Petersburg, FL	4.0	-	-	-	21.5	-	-	-	-	Tindale-Oliver & Associates
Clearwater, FL	3.0	Sep-89			44.0		1.9	70.0	-	Tindale-Oliver & Associates
Clearwater, FL	2.0	Aug-89	-	-	-	-	1.9	70.0	-	Tindale-Oliver & Associates
Total Size	7.0	3	0	Average Trip Length:			1.90			
ITE	18.0	3		Weighted Average Trip Length:			1.90			
Blended total	25.0			Weighted Percent New Trip Average:				70.00		
							Weighted Average Trip Generation Rate:			31.14
							ITE Average Trip Generation Rate:			21.50
				Blend of Size or Units to Florida Studies and ITE Average Trip Generation Rate:						24.20

General Office Building (ITE LUC 710)										
Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VTM	Source
Sarasota Co, FL	14.3	Jun-93	14	14	46.85	-	11.30	-	529.41	Sarasota County
Gwinnett Co, GA	98.0	Dec-92	-	-	4.30	-	5.40	-	-	Street Smarts
Gwinnett Co, GA	180.0	Dec-92	-	-	3.60	-	5.90	-	-	Street Smarts
Pinellas Co, FL	187.0	Oct-89	431	388	18.49	7a-5p	6.30	90.0	104.84	Tindale-Oliver & Associates
St. Petersburg, FL	262.8	Sep-89	291	274	-	7a-5p	3.40	94.0	-	Tindale-Oliver & Associates
			722	Average Trip Length:			6.46			
				Weighted Average Trip Length:			5.15			
				Weighted Percent New Trip Average:			92.34			

Space left blank intentionally.

Medical-Dental Office Building (ITE LUC 720)										
Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Tampa, FL	-	Mar-86	33	26	-	-	6.00	79.0	-	Kimley-Horn & Associates
Palm Harbor, FL	14.6	Oct-89	104	76	33.98	9a-5p	6.30	73.0	156.27	Tindale-Oliver & Associates
St. Petersburg, FL	-	Nov-89	34	30	57.20	9a-4p	1.20	88.0	-	Tindale-Oliver & Associates
Hernando Co, FL	58.4	May-96	390	349	28.52	9a-6p	6.47	89.5	165.09	Tindale-Oliver & Associates
Hernando Co, FL	28.0	May-96	202	189	49.75	9a-6p	6.06	93.8	282.64	Tindale-Oliver & Associates
Charlotte Co, FL	11.0	Oct-97	-	186	49.50	9a-5p	4.60	92.1	209.67	Tindale-Oliver & Associates
Charlotte Co, FL	28.0	Oct-97	-	186	31.00	9a-5p	3.60	81.6	91.04	Tindale-Oliver & Associates
Charlotte Co, FL	30.4	Oct-97	-	324	39.80	9a-5p	3.30	83.5	109.68	Tindale-Oliver & Associates
Citrus Co, FL	38.9	Oct-03	-	168	32.26	8-6p	6.80	97.1	213.03	Tindale-Oliver & Associates
Citrus Co, FL	10.0	Nov-03	-	340	40.56	8-630p	6.20	92.4	232.33	Tindale-Oliver & Associates
Citrus Co, FL	5.3	Dec-03	-	20	29.36	8-5p	5.25	95.2	146.78	Tindale-Oliver & Associates
Orange Co, FL	50.6	-	-	-	26.72	-	-	-	-	Orange County
Orange Co, FL	23.5	-	-	-	16.58	-	-	-	-	Orange County
Total Size	298.7	13	763	Average Trip Length:			5.07			
ITE	270.0	18		Weighted Average Trip Length:			5.55			
Blended total	568.7			Weighted Percent New Trip Average:			88.9			
							Weighted Average Trip Generation Rate:			32.59
							ITE Average Trip Generation Rate:			36.00
Blend of Size or Units to Florida Studies and ITE Average Trip Generation Rate:										34.21

Business Park (ITE LUC 770)										
Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Collier County, FL	14.1	May-99	-	55	33.48	8a-6p	3.60	72.7	87.62	Tindale-Oliver & Associates
Collier County, FL	66.0	May-99	-	43	11.53	8a-6p	5.70	79.0	51.92	Tindale-Oliver & Associates
Collier County, FL	211.1	May-99	-	284	17.91	8a-6p	5.40	93.0	89.84	Tindale-Oliver & Associates
				Average Trip Length:			4.90			
				Weighted Average Trip Length:			5.38			
				Weighted Percent New Trip Average:				88.8		

New/Used Automobile Sales (ITE LUC 840/841)										
Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
St.Petersburg, FL	43.0	Oct-89	152	120	-	9a-5p	4.70	79.0	-	Tindale-Oliver & Associates
Clearwater, FL	43.0	Oct-89	136	106	29.40	9a-5p	4.50	78.0	103.19	Tindale-Oliver & Associates
Orange Co, FL	13.8	1997	-	-	35.75	-	-	-	-	Orange County
Orange Co, FL	34.4	1998	-	-	23.45	-	-	-	-	Orange County
Orange Co, FL	66.3	2001	-	-	28.50	-	-	-	-	Orange County
Orange Co, FL	39.1	2002	-	-	10.48	-	-	-	-	Orange County
Orange Co, FL	116.7	2003	-	-	22.18	-	-	-	-	Orange County
Orange Co, FL	51.7	2007	-	-	40.34	-	-	-	-	L-TEC
Orange Co, FL	36.6	-	-	-	15.17	-	-	-	-	Orange County
Orange Co, FL	216.4	2008	-	-	13.45	-	-	-	-	Orange County
Total Size	618.00	17	288	Average Trip Length:			4.60			
ITE LUC 840	648.0	18		Weighted Average Trip Length:			4.60			
ITE LUC 841	28.0			Weighted Percent New Trip Average:				78.50		
Blended total	1,294.00						Weighted Average Trip Generation Rate:			21.04
							ITE Average Trip Generation Rate (LUC 840):			27.84
							ITE Average Trip Generation Rate (LUC 841):			27.06
				Blend of Size or Units to Florida Studies and ITE Average Trip Generation Rate:						24.58

Pharmacy/Drugstore with and without Drive-Thru (ITE LUC 880/881)											
Location	Size (1,000 sf)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source	
Pasco Co, FL	11.1	Apr-02	138	38	88.97	-	2.05	27.5	50.23	Tindale-Oliver & Associates	
Pasco Co, FL	12.0	Apr-02	212	90	122.16	-	2.04	42.5	105.79	Tindale-Oliver & Associates	
Pasco Co, FL	15.1	Apr-02	1192	54	97.96	-	2.13	28.1	58.69	Tindale-Oliver & Associates	
Total Size	38.20	3	1542	Average Trip Length:			2.07				
ITE LUC 880	66.0	6		Weighted Average Trip Length:			2.08				
ITE LUC 881	208.0	16		Weighted Percent New Trip Average:				32.4			
Blended total	312.20						Weighted Average Trip Generation Rate:			102.95	
							ITE Average Trip Generation Rate (LUC 880):			90.08	
							ITE Average Trip Generation Rate (LUC 881):			108.40	
				Blend of Size or Units to Florida Studies and ITE Average Trip Generation Rate:							103.86

Self-Service Car Wash (ITE LUC 947)										
Location	Size (Bays)	Date	Total # Interviews	# Trip Length Interviews	Trip Gen Rate	Time Period	Trip Length	Percent New Trips	VMT	Source
Largo, FL	10	Nov-89	111	84	-	8am-5pm	2.00	76.0	-	Tindale-Oliver & Associates
Clearwater, FL	-	Nov-89	177	108	-	10am-5pm	1.30	61.0	-	Tindale-Oliver & Associates
Collier, FL	11	Dec-09	304	-	30.24	-	2.50	57.0	-	Tindale-Oliver & Associates
Collier, FL	8	Jan-09	186	-	22.75	-	1.96	72.0	-	Tindale-Oliver & Associates
Total Size	29.00	3	778	Average Trip Length:			1.94			
ITE	5.0	1		Weighted Average Trip Length:			2.18			
Blended total	34.00			Weighted Percent New Trip Average:				67.7		
							Weighted Average Trip Generation Rate:			27.09
Total Size (TGR)	19.00						ITE Average Trip Generation Rate:			108.00
Blended total	24.00			Blend of Size or Units to Florida Studies and ITE Average Trip Generation Rate:						43.94

APPENDIX D:

**CALCULATED
TRANSPORTATION IMPACT FEE
SCHEDULE**

Appendix D: Calculated Transportation Impact Fee Schedule

This Appendix presents the detailed fee calculations for each land use in the City of Port Orange transportation impact fee schedule.

(Remainder of page intentionally left blank)

Table 28: Calculated Transportation Impact Fee Schedule

Gasoline Tax \$\$ per Gallon to Capital: Facility Life (Years): Interest Rate: Credit: \$0.0558 25 3.50% \$14.34 Unit Cost per Lane Mile: \$5,000,000 Average VMC per Lane: 10,500 Fuel Efficiency: 22.9 Effective Days per Year: 365																
Columns:		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
ITE LUC	Land Use	Unit	ITE Trip Rate	Recommended Trip Rate	Trip Rate Source	Total Trip Length	Assessable Trip Length	% New Trips	% New Trips Source	VMT ⁽¹⁾	Cost Per VMT	Total Impact Cost	Gas Credit	Net Impact Fee	Current Impact Fee	% Change
										(C x F x G)/2		I x J	\$14.34 x I	K - L		
INDUSTRIAL																
110	General Light Industrial	1,000 Sq. Ft. GFA	4.87	4.87	ITE 11th Edition	3.06	0.58	92%	Same as LUC 710	1.30	\$ 476.19	\$ 618.72	\$ 18.63	\$ 600	\$ 357	68%
130	Industrial Park	1,000 Sq. Ft. GFA	3.37	3.37	ITE 11th Edition	3.06	0.58	92%	Same as LUC 710	0.90	\$ 476.19	\$ 428.15	\$ 12.89	\$ 415	\$ 819	-49%
140	Manufacturing	1,000 Sq. Ft. GFA	4.75	4.75	ITE 11th Edition	3.06	0.58	92%	Same as LUC 710	1.27	\$ 476.19	\$ 603.48	\$ 18.17	\$ 585	\$ 361	62%
150	Warehousing	1,000 Sq. Ft. GFA	1.71	1.71	ITE 11th Edition	3.06	0.58	92%	Same as LUC 710	0.46	\$ 476.19	\$ 217.25	\$ 6.54	\$ 211	\$ 451	-53%
151	Mini-Warehouse	1,000 Sq. Ft. GFA	1.45	1.45	ITE 11th Edition	3.06	0.58	92%	Same as LUC 710	0.39	\$ 476.19	\$ 184.22	\$ 5.55	\$ 179	\$ 151	18%
RESIDENTIAL																
210	Single-Family Detached Housing	DU	9.43	9.43	ITE 11th Edition	3.06	0.58	100%	N/A	2.73	\$ 476.19	\$ 1,302.24	\$ 39.22	\$ 1,263	\$ 902.00	40%
220	Multifamily Housing (Low-Rise)	DU	6.74	6.74	ITE 11th Edition	3.06	0.58	100%	N/A	1.95	\$ 476.19	\$ 930.76	\$ 28.03	\$ 903	\$ 665	36%
221	Multifamily Housing (Mid-Rise)	DU	4.54	4.54	ITE 11th Edition	3.06	0.58	100%	N/A	1.32	\$ 476.19	\$ 626.95	\$ 18.88	\$ 608	-	N/A
222	Multifamily Housing (High-Rise)	DU	4.54	4.54	ITE 11th Edition	3.06	0.58	100%	N/A	1.32	\$ 476.19	\$ 626.95	\$ 18.88	\$ 608	-	N/A
230	Low-Rise Residential with Ground-Floor Commercial	GFA (1-25K)	3.44	3.44	ITE 11th Edition	3.06	0.58	100%	N/A	1.00	\$ 476.19	\$ 475.05	\$ 14.31	\$ 461	\$ 443	4%
231	Mid-Rise Residential with Ground-Floor Commercial	GFA (1-25K)	3.44	3.44	ITE 10th Edition	3.06	0.58	100%	N/A	1.00	\$ 476.19	\$ 475.05	\$ 14.31	\$ 461	-	N/A
232	High-Rise Residential with Ground-Floor Commercial	GFA (1-25K)	3.44	3.44	Same as LUC 231	3.06	0.58	100%	N/A	1.00	\$ 476.19	\$ 475.05	\$ 14.31	\$ 461	-	N/A
240	Mobile Home Park	DU	7.12	7.12	ITE 11th Edition	3.06	0.58	100%	N/A	2.06	\$ 476.19	\$ 983.24	\$ 29.61	\$ 954	\$ 349	173%
LODGING																
310	Hotel	Rooms	7.99	7.99	ITE 11th Edition	3.07	0.58	66%	FL Studies	1.54	\$ 476.19	\$ 731.87	\$ 22.04	\$ 710	\$ 665.00	7%
320	Motel	Rooms	3.35	3.35	ITE 11th Edition	3.07	0.58	77%	FL Studies	0.74	\$ 476.19	\$ 354.23	\$ 10.67	\$ 344	\$ 365.00	-6%
RECREATIONAL																
416	Campground/Recreational Vehicle Park ^{(2) (3)}	Sites	0.27 PM Peak	2.7	ITE 11th Edition (Adjusted)	3.07	0.58	100%	N/A	0.78	\$ 476.19	\$ 372.86	\$ 11.23	\$ 362	\$ 295.00	23%
420	Marina	Berths	2.41	2.41	ITE 11th Edition	3.07	0.58	100%	N/A	0.70	\$ 476.19	\$ 332.81	\$ 10.02	\$ 323	\$ 351	-8%
445	Movie Theater	Screens	220.00	114.83	Blend FL Studies & ITE 11th Edition	3.07	0.58	88%	FL Studies	29.24	\$ 476.19	\$ 13,922.85	\$ 419.27	\$ 13,504	\$ 4,172	224%
492	Health/Fitness Club ⁽²⁾	1,000 Sq. Ft. GFA	3.45 PM Peak	34.50	ITE 11th Edition	3.07	0.58	94%	FL Studies	9.40	\$ 476.19	\$ 4,478.42	\$ 134.86	\$ 4,344	-	N/A

Gasoline Tax Unit Cost per Lane Mile: \$5,000,000 \$\$ per Gallon to Capital: \$0.0558 Average VMC per Lane: 10,500 Facility Life (Years): 25 Fuel Efficiency: 22.9 Interest Rate: 3.50% Effective Days per Year: 365 Credit: \$14.34																
Columns:		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
ITE LUC	Land Use	Unit	ITE Trip Rate	Recommended Trip Rate	Trip Rate Source	Total Trip Length	Assessable Trip Length	% New Trips	% New Trips Source	VMT ⁽¹⁾	Cost Per VMT	Total Impact Cost	Gas Credit	Net Impact Fee	Current Impact Fee	% Change
										(C x F x G)/2		I x J	\$14.34 x I	K - L		
INSTITUTIONAL																
560	Place of Worship	1,000 Sq. Ft. GFA	7.60	7.60	ITE 11th Edition	3.66	0.69	90%	Based on LUC 710	2.36	\$ 476.19	\$ 1,123.71	\$ 33.84	\$ 1,090	\$ 526	107%
565	Day Care Center	1,000 Sq. Ft. GFA	47.62	47.62	ITE 11th Edition	3.66	0.69	56%	ITE Tables	9.20	\$ 476.19	\$ 4,381.04	\$ 131.93	\$ 4,249	\$ 1,844	130%
MEDICAL																
610	Hospital	1,000 Sq. Ft. GFA	10.77	10.77	ITE 11th Edition	3.06	0.58	100%	N/A	3.12	\$ 476.19	\$ 1,487.28	\$ 44.79	\$ 1,442	\$ 1,093	32%
620	Nursing Home	Beds	3.06	3.06	ITE 11th Edition	3.06	0.58	89%	FL Studies	0.79	\$ 476.19	\$ 376.09	\$ 11.33	\$ 365	\$ 101	261%
630	Clinic	1,000 Sq. Ft. GFA	37.60	37.60	ITE 11th Edition	3.06	0.58	100%	N/A	10.90	\$ 476.19	\$ 5,192.38	\$ 156.36	\$ 5,036	-	N/A
640	Animal Hospital/Veterinary Clinic	1,000 Sq. Ft. GFA	21.50	21.50	ITE 11th Edition	3.06	0.58	70%	FL Studies	4.36	\$ 476.19	\$ 2,078.33	\$ 62.59	\$ 2,016	\$ 879	129%
OFFICE																
710	General Office Building	1,000 Sq. Ft. GFA	10.84	10.84	ITE 11th Edition	3.45	0.65	92%	FL Studies	3.25	\$ 476.19	\$ 1,549.11	\$ 46.65	\$ 1,502	\$ 1,646	-9%
712	Small Office Building	1,000 Sq. Ft. GFA	14.39	14.39	ITE 11th Edition	3.45	0.65	92%	Same as LUC 710	4.30	\$ 476.19	\$ 2,048.86	\$ 61.70	\$ 1,987	-	N/A
714	Corporate Headquarters Building	1,000 Sq. Ft. GFA	7.95	7.95	ITE 11th Edition	3.45	0.65	92%	Same as LUC 710	2.38	\$ 476.19	\$ 1,131.93	\$ 34.09	\$ 1,098	\$ 522	110%
720	Medical-Dental Office Building	1,000 Sq. Ft. GFA	36.00	36.00	ITE 11th Edition	3.45	0.65	89%	FL Studies	10.40	\$ 476.19	\$ 4,953.00	\$ 149.15	\$ 4,804	\$ 2,573	87%
750	Office Park	1,000 Sq. Ft. GFA	11.07	11.07	ITE 11th Edition	3.45	0.65	92%	Same as LUC 710	3.31	\$ 476.19	\$ 1,576.16	\$ 47.46	\$ 1,529	\$ 1,498	2%
760	Research Center	1,000 Sq. Ft. GFA	11.08	11.08	ITE 11th Edition	3.45	0.65	92%	Same as LUC 710	3.31	\$ 476.19	\$ 1,577.58	\$ 47.51	\$ 1,530	\$ 637	140%
770	Business Park	1,000 Sq. Ft. GFA	12.44	12.44	ITE 11th Edition	3.45	0.65	89%	FL Studies	3.60	\$ 476.19	\$ 1,713.46	\$ 51.60	\$ 1,662	\$ 1,399	19%
RETAIL																
812	Building Materials and Lumber Store	1,000 Sq. Ft. GFA	17.05	17.05	ITE 11th Edition	2.95	0.56	74%	Same as LUC 816	3.53	\$ 476.19	\$ 1,682.26	\$ 50.66	\$ 1,632	\$ 2,064	-21%
816	Hardware/Paint Store	1,000 Sq. Ft. GFA	8.07	8.07	ITE 11th Edition	2.95	0.56	74%	ITE Tables	1.67	\$ 476.19	\$ 796.24	\$ 23.98	\$ 772	\$ 5,381	-86%
817	Nursery (Garden Center)	1,000 Sq. Ft. GFA	68.10	68.10	ITE 11th Edition	2.95	0.56	74%	Same as LUC 816	14.11	\$ 476.19	\$ 6,719.19	\$ 202.34	\$ 6,517	-	N/A
820	Shopping Center (>150k)	1,000 Sq. Ft. GFA	37.01	37.01	ITE 11th Edition	2.95	0.56	60%	Same as LUC 821	6.22	\$ 476.19	\$ 2,960.80	\$ 89.16	\$ 2,872	\$ 2,217	30%
821	Shopping Plaza (40-150k)	1,000 Sq. Ft. GFA	94.49	94.49	ITE 11th Edition	2.95	0.56	60%	ITE Tables	15.87	\$ 476.19	\$ 7,559.19	\$ 227.64	\$ 7,332	-	N/A
822	Strip Retail Plaza (<40k)	1,000 Sq. Ft. GFA	54.45	54.45	ITE 11th Edition	2.95	0.56	60%	Same as LUC 821	9.15	\$ 476.19	\$ 4,356.00	\$ 131.18	\$ 4,225	-	N/A
840	Automobile Sales (New)	1,000 Sq. Ft. GFA	27.84	27.84	ITE 11th Edition	2.95	0.56	78%	FL Studies	6.08	\$ 476.19	\$ 2,895.36	\$ 87.19	\$ 2,808	\$ 2,034	38%
841	Automobile Sales (Used)	1,000 Sq. Ft. GFA	27.06	27.06	ITE 11th Edition	2.95	0.56	78%	FL Studies	5.91	\$ 476.19	\$ 2,814.24	\$ 84.75	\$ 2,729	\$ 2,034	34%

Gasoline Tax \$\$ per Gallon to Capital: \$0.0558 Facility Life (Years): 25 Interest Rate: 3.50% Credit: \$14.34 Unit Cost per Lane Mile: \$5,000,000 Average VMC per Lane: 10,500 Fuel Efficiency: 22.9 Effective Days per Year: 365																
Columns:		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
ITE LUC	Land Use	Unit	ITE Trip Rate	Recommended Trip Rate	Trip Rate Source	Total Trip Length	Assessable Trip Length	% New Trips	% New Trips Source	VMT ⁽¹⁾	Cost Per VMT	Total Impact Cost	Gas Credit	Net Impact Fee	Current Impact Fee	% Change
										(C x F x G)/2		I x J	\$14.34 x I	K - L		
849	Tire Superstore	1,000 Sq. Ft. GFA	20.37	30.55	ITE 11th Edition	2.95	0.56	79%	Same as LUC 840	6.76	\$ 476.19	\$ 3,217.93	\$ 96.90	\$ 3,121	\$ 977	219%
850	Supermarket	1,000 Sq. Ft. GFA	93.84	93.84	ITE 11th Edition	2.95	0.56	74%	ITE Tables	19.44	\$ 476.19	\$ 9,258.87	\$ 278.82	\$ 8,980	\$ 2,152	317%
851	Convenience Store (w/o gas station)	1,000 Sq. Ft. GFA	762.28	762.28	ITE 11th Edition	1.22	0.23	23%	Same as LUC 944	20.16	\$ 476.19	\$ 9,601.09	\$ 289.13	\$ 9,312	\$ 6,787	37%
862	Home Improvement Superstore	1,000 Sq. Ft. GFA	30.74	30.74	ITE 11th Edition	2.95	0.56	58%	ITE Tables	4.99	\$ 476.19	\$ 2,377.22	\$ 71.59	\$ 2,306	\$ 1,274	81%
880	Pharmacy/Drugstore without Drive-Through Window	1,000 Sq. Ft. GFA	90.08	90.08	ITE 11th Edition	2.95	0.56	32%	FL Studies	8.17	\$ 476.19	\$ 3,891.45	\$ 117.19	\$ 3,774	-	N/A
881	Pharmacy/Drugstore with Drive-Through Window	1,000 Sq. Ft. GFA	108.40	108.40	ITE 11th Edition	2.95	0.56	32%	FL Studies	9.83	\$ 476.19	\$ 4,682.88	\$ 141.02	\$ 4,542	\$ 1,394	226%
882	Marijuana Dispensary	1,000 Sq. Ft. GFA	211.12	211.12	ITE 11th Edition	2.95	0.56	32%	Same as LUC 880 & LUC 881	18.92	\$ 476.19	\$ 9,007.78	\$ 271.26	\$ 8,737	-	N/A
890	Furniture Store	1,000 Sq. Ft. GFA	6.30	6.30	ITE 11th Edition	2.95	0.56	47%	ITE	0.83	\$ 476.19	\$ 394.80	\$ 11.89	\$ 383	\$ 249	54%
899	Liquor Store	1,000 Sq. Ft. GFA	107.21	107.21	ITE 11th Edition	2.95	0.56	47%	Same as LUC 890	14.11	\$ 476.19	\$ 6,718.49	\$ 202.32	\$ 6,516	-	N/A
SERVICES																
911	Walk-in Bank ⁽²⁾	1,000 Sq. Ft. GFA	12.13 PM Peak	121.30	11th Edition (Adjusted)	1.53	0.29	65%	Same as LUC 912	11.43	\$ 476.19	\$ 5,444.05	\$ 163.94	\$ 5,280	\$ 3,037	74%
912	Drive-in Bank	1,000 Sq. Ft. GFA	100.35	100.35	ITE 11 Edition	1.53	0.29	65%	ITE Tables	9.46	\$ 476.19	\$ 4,503.80	\$ 135.63	\$ 4,368	\$ 5,925	-26%
931	Fine Dining Restaurant	1,000 Sq. Ft. GFA	83.84	83.84	ITE 11th Edition	2.3	0.44	56%	ITE Tables	10.33	\$ 476.19	\$ 4,918.61	\$ 148.12	\$ 4,770	\$ 3,569	34%
932	High-Turnover (Sit-Down) Restaurant	1,000 Sq. Ft. GFA	107.20	107.2	ITE 11th Edition	2.3	0.44	57%	ITE Tables	13.44	\$ 476.19	\$ 6,401.37	\$ 192.77	\$ 6,209	\$ 5,118	21%
933	Fast-Food Restaurant without Drive-Through Window	1,000 Sq. Ft. GFA	450.49	450.49	ITE 11th Edition	1.22	0.23	57%	Same as LUC 934	29.53	\$ 476.19	\$ 14,061.71	\$ 423.45	\$ 13,638	\$ 9,939	37%
934	Fast-Food Restaurant with Drive-Through Window	1,000 Sq. Ft. GFA	467.48	467.48	ITE 11th Edition	1.22	0.23	45%	ITE Tables	24.19	\$ 476.19	\$ 11,520.03	\$ 346.91	\$ 11,173	\$ 9,939	12%
935	Fast-Food Restaurant with Drive-Through Window and No Indoor Seating	1,000 Sq. Ft. GFA	459.20	459.20	ITE 10th Edition	1.22	0.23	69%	ITE Tables	36.44	\$ 476.19	\$ 17,351.18	\$ 522.51	\$ 16,829	-	N/A
936	Coffee/Donut Shop without Drive-Through Window	1,000 Sq. Ft. GFA	32.39 PM Peak	107.20	Same as LUC 932	1.22	0.23	57%	Same as LUC 932	7.03	\$ 476.19	\$ 3,346.17	\$ 100.77	\$ 3,245	-	N/A
937	Coffee/Donut Shop with Drive-Through Window	1,000 Sq. Ft. GFA	533.57	533.57	ITE 11th Edition	1.22	0.23	10%	Same as LUC 938	6.14	\$ 476.19	\$ 2,921.93	\$ 87.99	\$ 2,834	-	N/A
938	Coffee/Donut Shop with Drive-Through Window and No Indoor Seating	Drive-Through Lanes	179.00	179.00	ITE 11th Edition	1.22	0.23	10%	ITE Tables	2.06	\$ 476.19	\$ 980.24	\$ 29.52	\$ 951	-	N/A

Gasoline Tax \$ per Gallon to Capital: \$0.0558 Facility Life (Years): 25 Interest Rate: 3.50% Credit: \$14.34 Unit Cost per Lane Mile: \$5,000,000 Average VMC per Lane: 10,500 Fuel Efficiency: 22.9 Effective Days per Year: 365																
Columns:		A	B	C	D	E	F	G	H	I	J	K	L	M	N	O
ITE LUC	Land Use	Unit	ITE Trip Rate	Recommended Trip Rate	Trip Rate Source	Total Trip Length	Assessable Trip Length	% New Trips	% New Trips Source	VMT ⁽¹⁾	Cost Per VMT	Total Impact Cost	Gas Credit	Net Impact Fee	Current Impact Fee	% Change
										(C x F x G)/2		I x J	\$14.34 x I	K - L		
941	Quick Lubrication Vehicle Shop	Servicing Positions	40.00	40.00	ITE 11th Edition	2.96	0.56	68%	Same as LUC 947	7.62	\$ 476.19	\$ 3,626.66	\$ 109.21	\$ 3,517	\$ 1,640	114%
944	Gasoline/Service Station	Vehicle Fueling Positions	172.01	172.01	ITE 11th Edition	1.53	0.29	43%	ITE Tables	10.72	\$ 476.19	\$ 5,107.05	\$ 153.79	\$ 4,953	-	N/A
945	Convenience Store/Gas Station	Vehicle Fueling Positions	265.12	265.12	ITE 11th Edition	1.22	0.23	44%	ITE Tables	13.42	\$ 476.19	\$ 6,388.12	\$ 192.37	\$ 6,196	\$ 5,801	7%
947	Self-Service Car Wash	Wash Stalls	108.00	43.94	Blend FL Studies & ITE 11th Edition	2.96	0.56	68%	FL Studies	8.33	\$ 476.19	\$ 3,966.31	\$ 119.44	\$ 3,847	\$ 3,205	20%
948	Automated Car Wash ⁽²⁾	1,000 Sq. Ft. GFA	14.2 PM Peak	142.00	ITE 11 Edition (Adjusted)	2.96	0.56	68%	Same as LUC 947	27.04	\$ 476.19	\$ 12,874.65	\$ 387.71	\$ 12,487	-	N/A
971	Brewery Tap Room	1,000 Sq. Ft. GFA	61.69	61.69	ITE 11th Edition	2.96	0.56	60%	Same as LUC 820	10.36	\$ 476.19	\$ 4,935.20	\$ 148.62	\$ 4,787	-	N/A
975	Drinking Place ⁽²⁾	1,000 Sq. Ft. GFA	11.36	113.60	ITE 11th Edition (Adjusted)	2.96	0.56	60%	Same as LUC 820	19.08	\$ 476.19	\$ 9,087.99	\$ 273.68	\$ 8,814	\$ 6,439	37%

Notes:

- (1) Net VMT calculated as ((Trip Generation Rate* Trip Length* % New Trips)/2). This reflects the unit of vehicle miles of capacity consumed per unit of development and is multiplied by the cost per vehicle.
- (2) The ITE 11th Edition trip generation rate for PM Peak Hour of Adjacent Street Traffic was adjusted by a factor of 10 to approximate Daily Trip Generation Rate (TGR).
- (3) The ITE 11th Edition trip generation rate was adjusted to reflect an average occupancy rate of 60 percent based on data provided by the Florida Association of Parks and Campgrounds.

APPENDIX E:

HB 337 FEE INCREASE CAP CALCULATIONS

Appendix E: HB 337 Fee Increase Cap Calculations

This Appendix presents the detailed calculations for those land use categories with an increased fee amount in the transportation impact fee schedule.

The following table summarizes the 50% cap on each fee amount increase or the actual percentage increase, if less than 50%. Accordingly, the number of installments (2 or 4) for capped increases are highlighted. The fee amount is also highlighted (calculated net impact fee or capped impact fee increase).

The impact fee schedule is summarized in Table 27: Transportation Impact Fee.

Excerpt from HB 337:

- (b) An increase to a current impact fee rate of not more than 25 percent of the current rate must be implemented in two equal annual increments beginning with the date on which the increased fee is adopted.
- (c) An increase to a current impact fee rate which exceeds 25 percent but is not more than 50 percent of the current rate must be implemented in four equal installments beginning with 133 the date the increased fee is adopted.
- (d) An impact fee increase may not exceed 50 percent of the current impact fee rate.
- (e) An impact fee may not be increased more than once every 4 years.
- (f) An impact fee may not be increased retroactively for a previous or current fiscal or calendar year.

(Remainder of page intentionally left blank)

Land Use	ITE LUC	Unit of Measure	Calculated Net Impact Fee	Current Impact Fee	% Change	HB 337 Capped Impact Fee	% Increase	Increase Amount	2 or 4 Years	Increase Amount per Year	Year 2023	Year 2024	Year 2025	Year 2026
INDUSTRIAL														
General Light Industrial	110	1,000 SF	\$ 600	\$ 357	68%	\$ 536	50%	\$ 179	4	\$ 45	\$ 402	\$ 446	\$ 491	\$ 536
Industrial Park	130	1,000 SF	\$ 415	\$ 819	-49%	N/A	Decrease	N/A	N/A	N/A	\$ 415	\$ 415	\$ 415	\$ 415
Manufacturing	140	1,000 SF	\$ 585	\$ 361	62%	\$ 542	50%	\$ 181	4	\$ 45	\$ 406	\$ 451	\$ 496	\$ 542
Warehousing	150	1,000 SF	\$ 211	\$ 451	-53%	N/A	Decrease	N/A	N/A	N/A	\$ 211	\$ 211	\$ 211	\$ 211
Mini-Warehouse	151	1,000 SF	\$ 179	\$ 151	18%	\$ 227	18%	\$ 28	2	\$ 14	\$ 165	\$ 179	\$ 179	\$ 179
RESIDENTIAL														
Single-Family Detached Housing	210	DU	\$ 1,263	\$ 902	40%	\$ 1,353	40%	\$ 361	4	\$ 90	\$ 992	\$ 1,083	\$ 1,173	\$ 1,263
Multifamily Housing (Low-Rise)	220	DU	\$ 903	\$ 665	36%	\$ 998	36%	\$ 238	4	\$ 59	\$ 724	\$ 784	\$ 843	\$ 903
Multifamily Housing (Mid-Rise)	221	DU	\$ 608	None	N/A	N/A	N/A	N/A	N/A	N/A	\$ 608	\$ 608	\$ 608	\$ 608
Multifamily Housing (High-Rise)	222	DU	\$ 608	None	N/A	N/A	N/A	N/A	N/A	N/A	\$ 608	\$ 608	\$ 608	\$ 608
Low-Rise Residential with Ground-Floor Commercial	230	GFA (1-25K)	\$ 461	\$ 443	4%	\$ 665	4%	\$ 18	2	\$ 9	\$ 452	\$ 461	\$ 461	\$ 461
Mid-Rise Residential with Ground-Floor Commercial	231	GFA (1-25K)	\$ 461	None	N/A	N/A	N/A	N/A	N/A	N/A	\$ 461	\$ 461	\$ 461	\$ 461
High-Rise Residential with Ground-Floor Commercial	232	GFA (1-25K)	\$ 461	None	N/A	N/A	N/A	N/A	N/A	N/A	\$ 461	\$ 461	\$ 461	\$ 461
Mobile Home Park	240	DU	\$ 954	\$ 349	173%	\$ 524	50%	\$ 175	4	\$ 44	\$ 393	\$ 436	\$ 480	\$ 524
LODGING														
Hotel	310	Rooms	\$ 710	\$ 665	7%	\$ 998	7%	\$ 45	2	\$ 22	\$ 687	\$ 710	\$ 710	\$ 710
Motel	320	Rooms	\$ 344	\$ 365	-6%	N/A	Decrease	N/A	N/A	N/A	\$ 344	\$ 344	\$ 344	\$ 344
RECREATIONAL														
Campground/Recreational Vehicle Park	416	Sites	\$ 362	\$ 295	23%	\$ 443	23%	\$ 67	2	\$ 33	\$ 328	\$ 362	\$ 362	\$ 362
Marina	420	Berths	\$ 323	\$ 351	-8%	N/A	Decrease	N/A	N/A	N/A	\$ 323	\$ 323	\$ 323	\$ 323
Movie Theater	445	Screens	\$ 13,504	\$ 4,172	224%	\$ 6,258	50%	\$ 2,086	4	\$ 522	\$ 4,694	\$ 5,215	\$ 5,737	\$ 6,258
Health/Fitness Club	492	1,000 SF	\$ 4,344	None	N/A	N/A	N/A	N/A	N/A	N/A	\$ 4,344	\$ 4,344	\$ 4,344	\$ 4,344
INSTITUTIONAL														
Place of Worship	560	1,000 SF	\$ 1,090	\$ 526	107%	\$ 789	50%	\$ 263	4	\$ 66	\$ 592	\$ 658	\$ 723	\$ 789
Day Care Center	565	1,000 SF	\$ 4,249	\$ 1,844	130%	\$ 2,766	50%	\$ 922	4	\$ 231	\$ 2,075	\$ 2,305	\$ 2,536	\$ 2,766
MEDICAL														
Hospital	610	1,000 SF	\$ 1,442	\$ 1,093	32%	\$ 1,640	32%	\$ 349	4	\$ 87	\$ 1,180	\$ 1,268	\$ 1,355	\$ 1,442
Nursing Home	620	Beds	\$ 365	\$ 101	261%	\$ 152	50%	\$ 51	4	\$ 13	\$ 114	\$ 126	\$ 139	\$ 152
Clinic	630	1,000 SF	\$ 5,036	None	N/A	N/A	N/A	N/A	N/A	N/A	\$ 5,036	\$ 5,036	\$ 5,036	\$ 5,036
Animal Hospital/Veterinary Clinic	640	1,000 SF	\$ 2,016	\$ 879	129%	\$ 1,319	50%	\$ 440	4	\$ 110	\$ 989	\$ 1,099	\$ 1,209	\$ 1,319

Land Use	ITE LUC	Unit of Measure	Calculated Net Impact Fee	Current Impact Fee	% Change	HB 337 Capped Impact Fee	% Increase	Increase Amount	2 or 4 Years	Increase Amount per Year	Year 2023	Year 2024	Year 2025	Year 2026
OFFICE														
General Office Building	710	1,000 SF	\$ 1,502	\$ 1,646	-9%	N/A	Decrease	N/A	N/A	N/A	\$ 1,502	\$ 1,502	\$ 1,502	\$ 1,502
Small Office Building	712	1,000 SF	\$ 1,987	None	N/A	N/A	N/A	N/A	N/A	N/A	\$ 1,987	\$ 1,987	\$ 1,987	\$ 1,987
Corporate Headquarters Building	714	1,000 SF	\$ 1,098	\$ 522	110%	\$ 783	50%	\$ 261	4	\$ 65	\$ 587	\$ 653	\$ 718	\$ 783
Medical-Dental Office Building	720	1,000 SF	\$ 4,804	\$ 2,573	87%	\$ 3,860	50%	\$ 1,287	4	\$ 322	\$ 2,895	\$ 3,216	\$ 3,538	\$ 3,860
Office Park	750	1,000 SF	\$ 1,529	\$ 1,498	2%	\$ 2,247	2%	\$ 31	2	\$ 15	\$ 1,513	\$ 1,529	\$ 1,529	\$ 1,529
Research Center	760	1,000 SF	\$ 1,530	\$ 637	140%	\$ 956	50%	\$ 319	4	\$ 80	\$ 717	\$ 796	\$ 876	\$ 956
Business Park	770	1,000 SF	\$ 1,662	\$ 1,399	19%	\$ 2,099	19%	\$ 263	2	\$ 131	\$ 1,530	\$ 1,662	\$ 1,662	\$ 1,662
RETAIL														
Building Materials and Lumber Store	812	1,000 SF	\$ 1,632	\$ 2,064	-21%	N/A	Decrease	N/A	N/A	N/A	\$ 1,632	\$ 1,632	\$ 1,632	\$ 1,632
Hardware/Paint Store	816	1,000 SF	\$ 772	\$ 5,381	-86%	N/A	Decrease	N/A	N/A	N/A	\$ 772	\$ 772	\$ 772	\$ 772
Nursery (Garden Center)	817	1,000 SF	\$ 6,517	None	N/A	N/A	N/A	N/A	N/A	N/A	\$ 6,517	\$ 6,517	\$ 6,517	\$ 6,517
Shopping Center (>150k)	820	1,000 SF	\$ 2,872	\$ 2,217	30%	\$ 3,326	30%	\$ 655	4	\$ 164	\$ 2,381	\$ 2,544	\$ 2,708	\$ 2,872
Shopping Plaza (40-150k)	821	1,000 SF	\$ 7,332	None	N/A	N/A	N/A	N/A	N/A	N/A	\$ 7,332	\$ 7,332	\$ 7,332	\$ 7,332
Strip Retail Plaza (<40k)	822	1,000 SF	\$ 4,225	None	N/A	N/A	N/A	N/A	N/A	N/A	\$ 4,225	\$ 4,225	\$ 4,225	\$ 4,225
Automobile Sales (New)	840	1,000 SF	\$ 2,808	\$ 2,034	38%	\$ 3,051	38%	\$ 774	4	\$ 194	\$ 2,228	\$ 2,421	\$ 2,615	\$ 2,808
Automobile Sales (Used)	841	1,000 SF	\$ 2,729	\$ 2,034	34%	\$ 3,051	34%	\$ 695	4	\$ 174	\$ 2,208	\$ 2,382	\$ 2,556	\$ 2,729
Tire Superstore	849	1,000 SF	\$ 3,121	\$ 977	219%	\$ 1,466	50%	\$ 489	4	\$ 122	\$ 1,099	\$ 1,221	\$ 1,343	\$ 1,466
Supermarket	850	1,000 SF	\$ 8,980	\$ 2,152	317%	\$ 3,228	50%	\$ 1,076	4	\$ 269	\$ 2,421	\$ 2,690	\$ 2,959	\$ 3,228
Convenience Store (w/o gas station)	851	1,000 SF	\$ 9,312	\$ 6,787	37%	\$ 10,181	37%	\$ 2,525	4	\$ 631	\$ 7,418	\$ 8,049	\$ 8,681	\$ 9,312
Home Improvement Superstore	862	1,000 SF	\$ 2,306	\$ 1,274	81%	\$ 1,911	50%	\$ 637	4	\$ 159	\$ 1,433	\$ 1,593	\$ 1,752	\$ 1,911
Pharmacy/Drugstore without Drive-Through Window	880	1,000 SF	\$ 3,774	None	N/A	N/A	N/A	N/A	N/A	N/A	\$ 3,774	\$ 3,774	\$ 3,774	\$ 3,774
Pharmacy/Drugstore with Drive-Through Window	881	1,000 SF	\$ 4,542	\$ 1,394	226%	\$ 2,091	50%	\$ 697	4	\$ 174	\$ 1,568	\$ 1,743	\$ 1,917	\$ 2,091
Marijuana Dispensary	882	1,000 SF	\$ 8,737	None	N/A	N/A	N/A	N/A	N/A	N/A	\$ 8,737	\$ 8,737	\$ 8,737	\$ 8,737
Furniture Store	890	1,000 SF	\$ 383	\$ 249	54%	\$ 374	50%	\$ 125	4	\$ 31	\$ 280	\$ 311	\$ 342	\$ 374
Liquor Store	899	1,000 SF	\$ 6,516	None	N/A	N/A	N/A	N/A	N/A	N/A	\$ 6,516	\$ 6,516	\$ 6,516	\$ 6,516

Land Use	ITE LUC	Unit of Measure	Calculated Net Impact Fee	Current Impact Fee	% Change	HB 337 Capped Impact Fee	% Increase	Increase Amount	2 or 4 Years	Increase Amount per Year	Year 2023	Year 2024	Year 2025	Year 2026
SERVICES														
Walk-in Bank	911	1,000 SF	\$ 5,280	\$ 3,037	74%	\$ 4,556	50%	\$ 1,519	4	\$ 380	\$ 3,417	\$ 3,796	\$ 4,176	\$ 4,556
Drive-in Bank	912	1,000 SF	\$ 4,368	\$ 5,925	-26%	N/A	Decrease	N/A	N/A	N/A	\$ 4,368	\$ 4,368	\$ 4,368	\$ 4,368
Fine Dining Restaurant	931	1,000 SF	\$ 4,770	\$ 3,569	34%	\$ 5,354	34%	\$ 1,201	4	\$ 300	\$ 3,869	\$ 4,170	\$ 4,470	\$ 4,770
High-Turnover (Sit-Down) Restaurant	932	1,000 SF	\$ 6,209	\$ 5,118	21%	\$ 7,677	21%	\$ 1,091	2	\$ 545	\$ 5,663	\$ 6,209	\$ 6,209	\$ 6,209
Fast-Food Restaurant without Drive-Through Window	933	1,000 SF	\$ 13,638	\$ 9,939	37%	\$ 14,909	37%	\$ 3,699	4	\$ 925	\$ 10,864	\$ 11,789	\$ 12,713	\$ 13,638
Fast-Food Restaurant with Drive-Through Window	934	1,000 SF	\$ 11,173	\$ 9,939	12%	\$ 14,909	12%	\$ 1,234	2	\$ 617	\$ 10,556	\$ 11,173	\$ 11,173	\$ 11,173
Fast-Food Restaurant with Drive-Through Window and No Indoor Seating	935	1,000 SF	\$ 16,829	None	N/A	N/A	N/A	N/A	N/A	N/A	\$ 16,829	\$ 16,829	\$ 16,829	\$ 16,829
Coffee/Donut Shop without Drive-Through Window	936	1,000 SF	\$ 3,245	None	N/A	N/A	N/A	N/A	N/A	N/A	\$ 3,245	\$ 3,245	\$ 3,245	\$ 3,245
Coffee/Donut Shop with Drive-Through Window	937	1,000 SF	\$ 2,834	None	N/A	N/A	N/A	N/A	N/A	N/A	\$ 2,834	\$ 2,834	\$ 2,834	\$ 2,834
Coffee/Donut Shop with Drive-Through Window and No Indoor Seating	938	Lanes	\$ 951	None	N/A	N/A	N/A	N/A	N/A	N/A	\$ 951	\$ 951	\$ 951	\$ 951
Quick Lubrication Vehicle Shop	941	Positions	\$ 3,517	\$ 1,640	114%	\$ 2,460	50%	\$ 820	4	\$ 205	\$ 1,845	\$ 2,050	\$ 2,255	\$ 2,460
Gasoline/Service Station	944	Positions	\$ 4,953	None	N/A	N/A	N/A	N/A	N/A	N/A	\$ 4,953	\$ 4,953	\$ 4,953	\$ 4,953
Convenience Store/Gas Station	945	Positions	\$ 6,196	\$ 5,801	7%	\$ 8,702	7%	\$ 395	2	\$ 197	\$ 5,998	\$ 6,196	\$ 6,196	\$ 6,196
Self-Service Car Wash	947	Wash Stalls	\$ 3,847	\$ 3,205	20%	\$ 4,808	20%	\$ 642	2	\$ 321	\$ 3,526	\$ 3,847	\$ 3,847	\$ 3,847
Automated Car Wash	948	1,000 SF	\$ 12,487	None	N/A	N/A	N/A	N/A	N/A	N/A	\$ 12,487	\$ 12,487	\$ 12,487	\$ 12,487
Brewery Tap Room	971	1,000 SF	\$ 4,787	None	N/A	N/A	N/A	N/A	N/A	N/A	\$ 4,787	\$ 4,787	\$ 4,787	\$ 4,787
Drinking Place	975	1,000 SF	\$ 8,814	\$ 6,439	37%	\$ 9,659	37%	\$ 2,375	4	\$ 594	\$ 7,033	\$ 7,627	\$ 8,220	\$ 8,814

(Remainder of page intentionally left blank)



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

Ordinance No. 2023-16 - Land Development Code Amendment/Chapter 21 - Update to City Impact Fees

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is **not** required by state law¹ for the proposed ordinance, but the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☒ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The proposed ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

At its February 28, 2023, workshop, the City Council directed staff to proceed with the steps necessary to adjust the City Impact Fees based on the rates proposed in the Municipal Impact Fee Studies prepared by Raftelis Financial Consultants, Inc. (Raftelis). The Raftelis studies serve as the data and analysis for the LDC Code Amendment to implement the changes to the current Fire, Transportation, and Parks and Recreation Impact Fees and to create a Police Impact Fee. Impact fees are charges assessed on new development to help pay for public infrastructure required to accommodate the new development. Impact fees are either charged at the issuance of a building permit or before the issuance of the Certificate of Occupancy for a building. The Fire, Transportation, and Parks and Recreation Impact Fees were last updated in 2005/2006.

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

Fees in Ordinance No. 2023-16 would only apply to development by businesses.

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

A new business or expanding existing business would be responsible for paying the required impact fees. Since 2005, all new or expanding businesses have paid impact fees. Ord. No 2023-16 updates the existing fees.

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

Fees will be based on what uses are developed in the future. Ordinance No. 2023-16 includes the fees that a new business will need to pay. Since 2005, all new or expanding businesses have paid impact fees. Ord. No 2023-16 updates the existing impact fees.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

Only those businesses that initiate development will pay an impact fee.

4. Additional information the governing body deems useful² (if any):

Impact fees are charges assessed on new development and expanding existing businesses to help pay for public infrastructure required to accommodate the new development. The updated City Impact Fees are based on the rates proposed in the Municipal Impact Fee Studies prepared by Raftelis Financial Consultants, Inc. (Raftelis).

² You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the local Chamber of Commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.



CITY COUNCIL AGENDA ITEM

COUNCIL MEETING DATE 12/5/2023

SUBJECT: (F19) Second Reading - Ordinance No. 2023-17 - Second Amendment to Restated First Amendment to the Master Development Agreement for Nova Depot Planned Commercial Development

DEPARTMENT: Community Development

GOAL: 3 - Quality of Life

RECOMMENDED MOTION: Move to approve Ordinance No. 2023-17 - Second Amendment to Restated First Amendment to the Master Development Agreement for Nova Depot Planned Commercial Development and authorize Mayor and City Clerk to sign all necessary documents.

SUMMARY: PLANNING COMMISSION ACTION (10/26/23): Recommended approval (6-0)

The proposed Second Amendment to the Restated First Amendment to the Nova Depot Planned Commercial Development (PCD) Master Development Agreement (MDA) is to add a motor vehicle service center as an allowed use on Lot 2A in the PCD. Lot 2A of the Nova Depot PCD is located on the west side of Nova Road, south of Samms Avenue.



Map created by the City of Port Orange Community Development Department

The current Nova Depot MDA was approved in 2013 and established a mix of commercial, office, and institutional uses. In the Nova Depot MDA, the permitted uses for Lot 2A currently include retail sales and services, banks, health/exercise clubs, restaurants, office/medical offices, childcare centers, and veterinary clinics.

The proposed amendment is to add a motor vehicle service center as an allowed use on only Lot 2A. According to the applicant, a Take 5 Oil Change will be built on this lot. According to the Land Development Code (LDC), the proposed oil change business falls under the broad list of businesses listed in the motor vehicle service center use where motor vehicles are services within a building. The proposed Amendment does not change any current permitted uses or other development requirements for any other lots within the Nova Depot PCD.

The properties adjacent to the PCD with commercial zoning include Highway Commercial (HC) to the north, Professional Office (PO) to the east, and Community Commercial (CC) to the south. The property west of Lot 2A is zoned Agriculture (A) and is a storage yard for a land clearing business. There is an existing 6-foot tall wall along the west property line on Lot 2A, and a required 25-foot landscaping buffer is to be installed along the west property line of Lot 2A when Lot 2A is developed.

The proposed Amendment to add a motor vehicle service center as an allowed use on Lot 2A was evaluated based on the current commercial uses allowed within the PCD and the zoning of the properties adjacent to the PCD. The PCD is located along Nova Road, an arterial roadway with commercially zoned areas adjacent to the PCD. Lot 2A is accessible to Nova Road with an existing driveway and connecting cross-access to the other lots within the PCD.

If the Amendment is approved, a site plan to develop the proposed Take 5 Oil Change must be submitted to the City and reviewed and approved by the Staff Development Review Committee (SDRC). Any development on Lot 2A must meet the standard commercial site requirements (landscape buffers, screening, tree preservation, architecture, traffic concurrency, drainage and other infrastructure, parking, etc.) of the City's Land Development Code and the Nova Depot MDA and CDP.

PRESENTER: Penelope Cruz, Tim Burman

ATTACHMENTS:

1.	Ordinance No. 2023-17 with exhibit	Ordinance No. 2023-17 with exhibit .pdf
2.	Staff Report	Staff Report.pdf
3.	2nd Amendment to the Restated 1st Amendment Nova Depot PCD MDA	2nd Amendment to the Restated 1st Amendment Nova Depot PCD MDA.pdf
4.	Ord. 2023-17 Business Impact Estimate	Ord. 2023-17 Business Impact Estimate.pdf

Tracee Cody

Created/Initiated - 11/13/2023

ORDINANCE NO. 2023-17

AN ORDINANCE OF THE CITY OF PORT ORANGE,
VOLUSIA COUNTY, FLORIDA, APPROVING THE SECOND
AMENDMENT TO RESTATED FIRST AMENDMENT TO THE
MASTER DEVELOPMENT AGREEMENT NOVA DEPOT
PLANNED COMMERCIAL DEVELOPMENT; PROVIDING
FOR THE REPEAL OF CONFLICTING ORDINANCES;
PROVIDING FOR SEVERABILITY OF; AND PROVIDING AN
EFFECTIVE DATE.

WHEREAS, the City and Owner desire to enter into the Second Amendment to Restated First Amendment to the Master Development Agreement Nova Depot Planned Commercial Development (hereinafter referred to as the “Second Amendment”); and

WHEREAS, the Owner submitted a request to the Planning Commission to approve the Second Amendment; and

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

WHEREAS, the Planning Commission has by majority vote recommended approval of the proposed Second Amendment; and

WHEREAS, the City Council has approved by a majority vote of the members present the Second Amendment.

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

Section 1. The City Council of the City of Port Orange does hereby approve the Second Amendment (attached hereto as **Exhibit “1”**).

Section 2. The Mayor and City Clerk are hereby authorized to execute said Second 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 _____, 2023

Passed and adopted on second and final reading on the day of _____, 2023

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

EXHIBIT "A"

Document Prepared By:

Michael Sznajstajler, Esquire
Cobb Cole
149 S. Ridgewood Ave. Suite 700
Daytona Beach, FL 32114

Return Recorded Document To:

City of Daytona Beach Records Clerk
P.O. Box 2451
Daytona Beach, FL 32115-2451

**SECOND AMENDMENT TO RESTATED FIRST AMENDMENT TO THE MASTER
DEVELOPMENT AGREEMENT
NOVA DEPOT PLANNED COMMERCIAL DEVELOPMENT**

THIS SECOND AMENDMENT TO RESTATED FIRST AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT NOVA DEPOT PLANNED COMMERCIAL DEVELOPMENT AGREEMENT ("Second Amendment") is made and entered into by and between **THE CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located in Volusia County, Florida (the "City"), and **LARRY C. MARTIN, AS TRUSTEE OF THE MARTIN GRANTOR TRUST UNDER TRUST DATED OCTOBER 1, 2014** ("Owner").

WHEREAS, the Martin Grantor Trust is the Owner of approximately .67 acres of property ("Lot 2A Property"), more particularly described in Exhibit "A", attached hereto and made a part hereof by reference; and

WHEREAS, the City, All Aboard Storage, LLC, and R.K.M. Development Corp. previously entered into an agreement and covenant to bind their successors and assigns to the terms and provisions of a development agreement entitled Restated First Amendment to the Master Development Agreement - Nova Depot Planned Commercial Development ("Restated MDA"), recorded at Book 6929, Page 3542, Public Records of Volusia County, Florida, as amended by The First Amendment to the Restated First Amendment to the Master Development Agreement - Nova Depot Planned Commercial Development ("First Amendment"), recorded at Book 7547, Page 976, Public Records of Volusia County, Florida; and

WHEREAS, the Lot 2A Property is the only property impacted by this Second Amendment to the Restated MDA; and

WHEREAS, Owner proposes to amend the Agreement as set forth herein in order to clarify the allowable uses for Owners' Property; and

WHEREAS, the City is willing to grant Owner's request, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

Section 5.(b) of the Restated MDA is amended as follows: [additions shown in UNDERLINE, deletions shown in ~~STRIKETHROUGH~~]

(b) Commercial category.

- (1) Banks.
- (2) Health/exercise clubs*.
- (3) Office supplies.
- (4) Office/warehouse facilities*¹
- (5) Personal services.
- (6) Restaurants.
- (7) Retail sales and service.
- (8) Motor vehicle service center (Lot 2A only).

¹ Upon recording of this First Amendment to the Nova Depot Planned Commercial Development, office/warehouse shall by operation of law be deleted as a permitted use.

NO OTHER MODIFICATIONS

Except as otherwise expressly provided for herein, the Agreement shall continue in full force and effect.

[Remainder of Page Intentionally Left Blank. Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have set their hands, this ____ day of _____, 2023.

Signed, sealed and delivered in the presence of:

**THE CITY OF PORT ORANGE,
FLORIDA, a Florida municipal
corporation**

Witness 1

Print Name of Witness 1

By: _____
Donald Burnette, Mayor

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

Witness 2

Print Name of Witness 2

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 _____, 2023 by Donald O. Burnette, Mayor, and Robin L. Fenwick, City Clerk, both of the City of Port Orange, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public
Commission No: _____

Signed, sealed and delivered in the presence of:

THE MARTIN GRANTOR TRUST UNDER TRUST DATED OCTOBER 1, 2014

Witness 1

Print Name of Witness 1

Larry C. Martin, Trustee

Witness 2

Print Name of Witness 2

Date: _____

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this ____ day of _____, 2023, by **LARRY C. MARTIN, AS TRUSTEE OF THE MARTIN GRANTOR TRUST**, referred to in this agreement as “Owner.” He or she is [] personally known to me or [] produced as identification and did not take an oath.

Notary Public

Commission No. _____

Approved as to legal form:

By: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT A

Legal Description of the Property

THE NORTHERLY ONE-HALF (1/2) OF THE EASTERLY ONE-HALF (1/2) OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, EXCEPT THAT PART NOW IN NOVA ROAD S.R. NO. 5, AS RECORDED IN DEED BOOK "M", PAGE 187, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH THE FOLLOWING DESCRIBED LAND:

THE SOUTHERLY ONE-HALF (1/2) OF THE EASTERLY ONE-HALF (1/2) OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, EXCEPT THAT PART NOW IN NOVA ROAD S.R. NO. 5, AS RECORDED IN DEED BOOK "M", PAGE 187, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED LAND:

A PORTION OF THE EASTERLY 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK M, PAGE 187, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE WESTERLY LINE OF THE EASTERLY 1/2 OF SAID LOT 1, BLOCK 25 WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAMMS AVENUE, A 30 FOOT WIDE RIGHT OF WAY, PER SAID MAP OF DUNLAWTON; THENCE RUN N65°15'21"E, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 220.57 FEET TO THE WESTERLY RIGHT OF WAY LINE OF NOVA ROAD; THENCE S69°49'40"E, ALONG SAID WESTERLY RIGHT OF WAY LINE, 14.16 FEET TO A POINT THAT IS 10.00 FEET SOUTHERLY OF SAID SOUTHERLY RIGHT OF WAY LINE OF SAMMS AVENUE AS MEASURED PERPENDICULAR TO SAID SOUTHERLY RIGHT OF WAY LINE; THENCE S65°15'21"W, PARALLEL WITH SAID SOUTHERLY RIGHT OF WAY LINE, 230.50 FEET TO THE WESTERLY LINE OF THE EASTERLY 1/2 OF SAID LOT 1; THENCE N25°19'48"W, ALONG SAID WESTERLY LINE, 10.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED LAND:

A PORTION OF THE EAST 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, AND RE-RECORDED AS A TRUE COPY IN MAP BOOK 14, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 37, TOWNSHIP 33 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 1, BLOCK 25, MAP OF DUNLAWTON; THENCE RUN N25°19'48"W ALONG THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 445.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE N25°19'48"W, 191.01 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAMMS AVENUE AS DESCRIBED IN OFFICIAL RECORDS BOOK 6896, PAGE 225, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N65°15'21"E ALONG SAID SOUTH RIGHT OF WAY LINE, 230.50 FEET TO THE WEST RIGHT OF WAY LINE OF NOVA ROAD; THENCE S69°49'40"E ALONG SAID WEST

RIGHT OF WAY LINE, 16.11 FEET; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE S26°00'33"E, 179.67 FEET; THENCE S65°15'21"W, 243.92 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED LAND:

A PORTION OF THE EAST 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, AND RE-RECORDED AS A TRUE COPY IN MAP BOOK 14, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 37, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 1, BLOCK 25, MAP OF DUNLAWTON; THENCE RUN N25°19'48"W ALONG THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 141.02 FEET; THENCE N65°37'159"E, 247.57 FEET TO THE WEST RIGHT OF WAY LINE OF NOVA ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE S26°00'33"E, 141.06 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE S65°37'59"W, 249.24 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED LAND:

A PORTION OF THE EAST 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, AND RE-RECORDED AS A TRUE COPY IN MAP BOOK 14, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 37, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 1, BLOCK 25, MAP OF DUNLAWTON; THENCE RUN N25°19'48"W ALONG THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 259.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE N25°19'48"W, 185.85 FEET; THENCE N65°15'21"E, 243.92 FEET TO THE WEST RIGHT OF WAY LINE OF NOVA ROAD; THENCE S26°00'33"E ALONG SAID WEST RIGHT OF WAY LINE, 180.45 FEET; THENCE S63°59'22"W, 246.06 FEET TO THE POINT OF BEGINNING.

SAID PROPERTY ALSO DESCRIBED AS:

A PORTION OF THE EAST 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, AND RE-RECORDED AS A TRUE COPY IN MAP BOOK 14, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 37, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 1, BLOCK 25, MAP OF DUNLAWTON; THENCE RUN N25°19'48"W ALONG THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 141.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE N25°19'48"W, 118.23 FEET; THENCE N63°59'22"E,

246.06 FEET TO THE WEST RIGHT OF WAY LINE OF NOVA ROAD; THENCE S26°00'33"E
ALONG SAID WEST RIGHT OF WAY LINE, 125.32 FEET; THENCE S65°37'59"W, 247.57
FEET TO THE POINT OF BEGINNING.



STAFF REPORT

Second Amendment to the Restated First Amendment to the Master Development Agreement for the Nova Depot Planned Commercial Development CASE NO. PRZA-23-0006

REQUEST:	To approve the Second Amendment to the Restated First Amendment to the Master Development Agreement for the Nova Depot Planned Commercial Development to add a motor vehicle service center as a permitted use to Lot 2A.
LOCATION:	3738 Nova Road (Figure 1)
PROPERTY OWNER:	Larry C Martin, Trustee of the Martin Grantor Trust
APPLICANT:	Jessica Gow, Cobb Cole
STAFF CONTACT:	Gwen Perney, Principal Planner (386) 506-5673
STAFF RECOMMENDATION:	Approval
PLANNING COMMISSION:	Recommended Approval 6-0 (October 26, 2023)
CITY COUNCIL:	November 14, 2023

INTRODUCTION

The proposed Second Amendment to the Restated First Amendment for the Nova Depot Planned Commercial Development (PCD) Master Development Agreement (MDA) is to add motor vehicle service center as an allowed use on Lot 2A in the PCD. Lot 2A of the Nova Depot PCD is located on the west side of Nova Road, south of Samms Avenue.

Figure 1. Location Map



The subject property is currently regulated by the Nova Depot MDA, as amended, and the Land Development Code (LDC). According to the applicant, if the requested amendment is approved, a Take 5 Oil Change is proposed to be constructed on Lot 2A. The proposed amendment does not change any of the current permitted uses or other development requirements for any other lots within the Nova Depot PCD.

MASTER DEVELOPMENT AGREEMENT AMENDMENT:

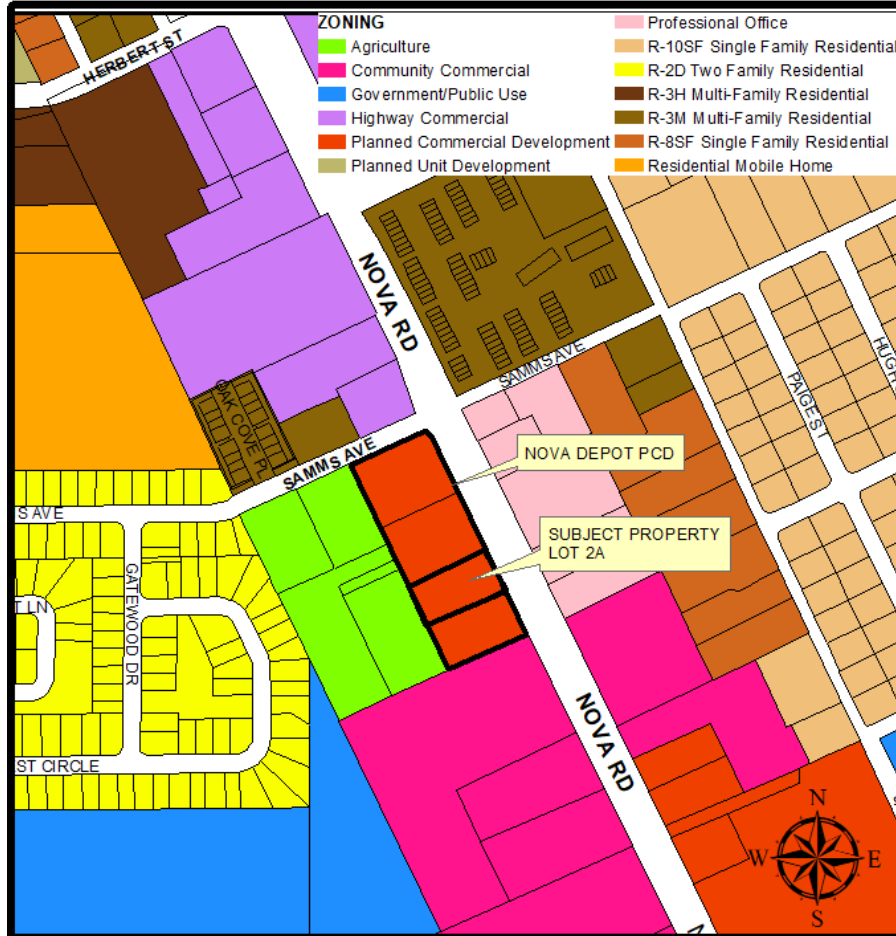
The current Nova Depot MDA was approved by the City in 2013 and established a mix of commercial, office, and institutional uses. In the Nova Depot MDA, the permitted uses for Lot 2A currently include retail sales and services, banks, health/exercise clubs, restaurants, office/medical offices, childcare centers, and veterinary clinics. The proposed amendment adds a motor vehicle service center as an allowed use on only Lot 2A. According to the Land Development Code (LDC), the proposed oil change business falls under the broad list of businesses listed in the definition of a motor vehicle service center use where motor vehicles are serviced within a building.

The properties adjacent to the PCD with commercial zoning include Highway Commercial (HC) to the north, Professional Office (PO) to the east, and Community Commercial (CC) to the south. The property to the west is zoned Agriculture (A) and has a storage yard directly behind Lot 2A. There is an existing screening wall along the west property line that will remain along with a required 25-foot landscaping buffer to buffer the use from any adjacent development.

Table 1. Nova Depot PCD Surrounding Land Uses and Zoning

Direction	Existing Land Use	FLU Designation	Zoning District
North	Commercial (Auto Service Center of Port Orange)	Commercial	Highway Commercial (HC)
South	Commercial (All Aboard Self Storage)	Commercial	Community Commercial (CC)
East	Commercial (Vacant)	Office/Residential Transition	Professional Office (PO)
West	Single-Family Residential (Don Clark's Land Clearing)	Office/Residential Transition	Agriculture (A)

Figure 2. Nova Depot PCD Lot 2A Location and Surrounding Zoning



The PCD currently allows several uses permitted in the Highway Commercial (HC) and Community Commercial (CC) zoning districts, which includes a motor vehicle service center in the HC zoning district. Adding the motor vehicle service center to the Nova Depot PCD would be consistent with the list of permitted uses within the PCD and compatible with the surrounding area.

The proposed amendment to add a motor vehicle service center as an allowed use on Lot 2A was evaluated based on the current commercial uses allowed within the PCD and the zoning of the properties adjacent to the PCD. The PCD is located along Nova Road, an arterial roadway that has commercially zoned areas adjacent to the PCD. Lot 2A is accessible to Nova Road with an existing driveway and connecting cross-access to the other lots within the PCD.

If the amendment is approved, a site plan to develop the proposed Take 5 Oil Change is required to be submitted to the city and reviewed and approved by the Staff Development Review Committee (SDRC). Any development on Lot 2A will be required to meet the standard commercial site requirements (landscape buffers, screening, tree preservation,

architecture, traffic concurrency, drainage and other infrastructure, parking, etc.) of the City's Land Development Code and the Nova Depot MDA and CDP.

CONSISTENCY WITH THE COMPREHENSIVE PLAN

The subject property is designated *Office/Residential Transition* on the City's Future Land Use Map. The original MDA was found to be consistent with the City's Comprehensive Plan and the City's Future Land Use (FLU) Map when it was originally approved in 2013. The proposed Second Amendment does not change the FLU designation for the property, and the proposed uses being added to the list of permitted uses of the PCD are consistent with the existing FLU designation of the property.

PUBLIC NOTICE

A Public Notice sign was posted on the site on August 25, 2023. At the time this agenda item was prepared, staff had not received any calls regarding the proposed amendment.

RECOMMENDATION

Staff recommends approval of the Second Amendment to the Restated First Amendment to the Master Development Agreement for the Nova Depot Planned Commercial Development, subject to the City Attorney's review of legal form and content.

ATTACHMENT

Exhibit 1 – Second Amendment to the Restated First Amendment to the Master Development Agreement for the Nova Depot Planned Commercial Development (See Ordinance Exhibit)

Document Prepared By:

Michael Sznajstajler, Esquire
Cobb Cole
149 S. Ridgewood Ave. Suite 700
Daytona Beach, FL 32114

Return Recorded Document To:

City of Daytona Beach Records Clerk
P.O. Box 2451
Daytona Beach, FL 32115-2451

**SECOND AMENDMENT TO RESTATED FIRST AMENDMENT TO THE MASTER
DEVELOPMENT AGREEMENT
NOVA DEPOT PLANNED COMMERCIAL DEVELOPMENT**

THIS SECOND AMENDMENT TO RESTATED FIRST AMENDMENT TO THE MASTER DEVELOPMENT AGREEMENT NOVA DEPOT PLANNED COMMERCIAL DEVELOPMENT AGREEMENT ("Second Amendment") is made and entered into by and between **THE CITY OF PORT ORANGE, FLORIDA**, a Florida municipal corporation located in Volusia County, Florida (the "City"), and **LARRY C. MARTIN, AS TRUSTEE OF THE MARTIN GRANTOR TRUST UNDER TRUST DATED OCTOBER 1, 2014** ("Owner").

WHEREAS, the Martin Grantor Trust is the Owner of approximately .67 acres of property ("Lot 2A Property"), more particularly described in Exhibit "A", attached hereto and made a part hereof by reference; and

WHEREAS, the City, All Aboard Storage, LLC, and R.K.M. Development Corp. previously entered into an agreement and covenant to bind their successors and assigns to the terms and provisions of a development agreement entitled Restated First Amendment to the Master Development Agreement - Nova Depot Planned Commercial Development ("Restated MDA"), recorded at Book 6929, Page 3542, Public Records of Volusia County, Florida, as amended by The First Amendment to the Restated First Amendment to the Master Development Agreement - Nova Depot Planned Commercial Development ("First Amendment"), recorded at Book 7547, Page 976, Public Records of Volusia County, Florida; and

WHEREAS, the Lot 2A Property is the only property impacted by this Second Amendment to the Restated MDA; and

WHEREAS, Owner proposes to amend the Agreement as set forth herein in order to clarify the allowable uses for Owners' Property; and

WHEREAS, the City is willing to grant Owner's request, subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the Agreement as follows:

Section 5.(b) of the Restated MDA is amended as follows: [additions shown in UNDERLINE, deletions shown in ~~STRIKETHROUGH~~]

(b) Commercial category.

- (1) Banks.
- (2) Health/exercise clubs*.
- (3) Office supplies.
- (4) Office/warehouse facilities*¹
- (5) Personal services.
- (6) Restaurants.
- (7) Retail sales and service.
- (8) Motor vehicle service center (Lot 2A only).

¹ Upon recording of this First Amendment to the Nova Depot Planned Commercial Development, office/warehouse shall by operation of law be deleted as a permitted use.

NO OTHER MODIFICATIONS

Except as otherwise expressly provided for herein, the Agreement shall continue in full force and effect.

[Remainder of Page Intentionally Left Blank. Signatures on following page.]

IN WITNESS WHEREOF, the parties hereto have set their hands, this ____ day of _____, 2023.

Signed, sealed and delivered in the presence of:

**THE CITY OF PORT ORANGE,
FLORIDA, a Florida municipal
corporation**

Witness 1

By: _____
Donald Burnette, Mayor

Print Name of Witness 1

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

Witness 2

Date: _____

Print Name of Witness 2

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 _____, 2023 by Donald O. Burnette, Mayor, and Robin L. Fenwick, City Clerk, both of the City of Port Orange, Florida, a chartered municipal corporation, on behalf of the City. They are personally known to me and did not take an oath.

Notary Public
Commission No: _____

Signed, sealed and delivered in the presence of:

THE MARTIN GRANTOR TRUST UNDER TRUST DATED OCTOBER 1, 2014

Witness 1

Print Name of Witness 1

Larry C. Martin, Trustee

Witness 2

Print Name of Witness 2

Date: _____

[Corporate Seal]

STATE OF FLORIDA
COUNTY OF VOLUSIA

The foregoing instrument was acknowledged before me by means of [XX] physical presence or [] online notarization this ____ day of _____, 2023, by **LARRY C. MARTIN, AS TRUSTEE OF THE MARTIN GRANTOR TRUST**, referred to in this agreement as “Owner.” He or she is [] personally known to me or [] produced as identification and did not take an oath.

Notary Public

Commission No. _____

Approved as to legal form:

By: _____
Shannon K. Balmer, Assistant City Attorney

EXHIBIT A

Legal Description of the Property

THE NORTHERLY ONE-HALF (1/2) OF THE EASTERLY ONE-HALF (1/2) OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, EXCEPT THAT PART NOW IN NOVA ROAD S.R. NO. 5, AS RECORDED IN DEED BOOK "M", PAGE 187, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

TOGETHER WITH THE FOLLOWING DESCRIBED LAND:

THE SOUTHERLY ONE-HALF (1/2) OF THE EASTERLY ONE-HALF (1/2) OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, EXCEPT THAT PART NOW IN NOVA ROAD S.R. NO. 5, AS RECORDED IN DEED BOOK "M", PAGE 187, PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA.

LESS AND EXCEPT THE FOLLOWING DESCRIBED LAND:

A PORTION OF THE EASTERLY 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK M, PAGE 187, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE WESTERLY LINE OF THE EASTERLY 1/2 OF SAID LOT 1, BLOCK 25 WITH THE SOUTHERLY RIGHT OF WAY LINE OF SAMMS AVENUE, A 30 FOOT WIDE RIGHT OF WAY, PER SAID MAP OF DUNLAWTON; THENCE RUN N65°15'21"E, ALONG SAID SOUTHERLY RIGHT OF WAY LINE, 220.57 FEET TO THE WESTERLY RIGHT OF WAY LINE OF NOVA ROAD; THENCE S69°49'40"E, ALONG SAID WESTERLY RIGHT OF WAY LINE, 14.16 FEET TO A POINT THAT IS 10.00 FEET SOUTHERLY OF SAID SOUTHERLY RIGHT OF WAY LINE OF SAMMS AVENUE AS MEASURED PERPENDICULAR TO SAID SOUTHERLY RIGHT OF WAY LINE; THENCE S65°15'21"W, PARALLEL WITH SAID SOUTHERLY RIGHT OF WAY LINE, 230.50 FEET TO THE WESTERLY LINE OF THE EASTERLY 1/2 OF SAID LOT 1; THENCE N25°19'48"W, ALONG SAID WESTERLY LINE, 10.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED LAND:

A PORTION OF THE EAST 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, AND RE-RECORDED AS A TRUE COPY IN MAP BOOK 14, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 37, TOWNSHIP 33 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 1, BLOCK 25, MAP OF DUNLAWTON; THENCE RUN N25°19'48"W ALONG THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 445.10 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE N25°19'48"W, 191.01 FEET TO THE SOUTH RIGHT OF WAY LINE OF SAMMS AVENUE AS DESCRIBED IN OFFICIAL RECORDS BOOK 6896, PAGE 225, OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA; THENCE N65°15'21"E ALONG SAID SOUTH RIGHT OF WAY LINE, 230.50 FEET TO THE WEST RIGHT OF WAY LINE OF NOVA ROAD; THENCE S69°49'40"E ALONG SAID WEST

RIGHT OF WAY LINE, 16.11 FEET; THENCE CONTINUE ALONG SAID WEST RIGHT OF WAY LINE S26°00'33"E, 179.67 FEET; THENCE S65°15'21"W, 243.92 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED LAND:

A PORTION OF THE EAST 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, AND RE-RECORDED AS A TRUE COPY IN MAP BOOK 14, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 37, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 1, BLOCK 25, MAP OF DUNLAWTON; THENCE RUN N25°19'48"W ALONG THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 141.02 FEET; THENCE N65°37'159"E, 247.57 FEET TO THE WEST RIGHT OF WAY LINE OF NOVA ROAD; THENCE ALONG SAID WEST RIGHT OF WAY LINE S26°00'33"E, 141.06 FEET TO THE SOUTH LINE OF SAID LOT 1; THENCE S65°37'59"W, 249.24 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE FOLLOWING DESCRIBED LAND:

A PORTION OF THE EAST 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, AND RE-RECORDED AS A TRUE COPY IN MAP BOOK 14, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 37, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 1, BLOCK 25, MAP OF DUNLAWTON; THENCE RUN N25°19'48"W ALONG THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 259.25 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE N25°19'48"W, 185.85 FEET; THENCE N65°15'21"E, 243.92 FEET TO THE WEST RIGHT OF WAY LINE OF NOVA ROAD; THENCE S26°00'33"E ALONG SAID WEST RIGHT OF WAY LINE, 180.45 FEET; THENCE S63°59'22"W, 246.06 FEET TO THE POINT OF BEGINNING.

SAID PROPERTY ALSO DESCRIBED AS:

A PORTION OF THE EAST 1/2 OF LOT 1, BLOCK 25, MAP OF DUNLAWTON, AS RECORDED IN DEED BOOK "M", PAGE 187, AND RE-RECORDED AS A TRUE COPY IN MAP BOOK 14, PAGES 82 AND 83 OF THE PUBLIC RECORDS OF VOLUSIA COUNTY, FLORIDA, IN SECTION 37, TOWNSHIP 16 SOUTH, RANGE 33 EAST AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE EAST 1/2 OF SAID LOT 1, BLOCK 25, MAP OF DUNLAWTON; THENCE RUN N25°19'48"W ALONG THE WEST LINE OF SAID EAST 1/2, A DISTANCE OF 141.02 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID WEST LINE N25°19'48"W, 118.23 FEET; THENCE N63°59'22"E,

246.06 FEET TO THE WEST RIGHT OF WAY LINE OF NOVA ROAD; THENCE S26°00'33"E
ALONG SAID WEST RIGHT OF WAY LINE, 125.32 FEET; THENCE S65°37'59"W, 247.57
FEET TO THE POINT OF BEGINNING.



Business Impact Estimate

This form should be included in the agenda packet for the item under which the proposed ordinance is to be considered and must be posted on the City's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

Ordinance No. 2023-17 - Second Amendment to Restated First Amendment to the Master Development Agreement for Nova Depot Planned Commercial Development

This Business Impact Estimate is provided in accordance with Section 166.041(4), Florida Statutes. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is **not** required by state law¹ for the proposed ordinance, but the City is implementing the procedure required by statutory law to ensure that no inadvertent procedural issue could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- ☐ The proposed ordinance is required for compliance with Federal or State law or regulation;
- ☐ The proposed ordinance relates to the issuance or refinancing of debt;
- ☐ The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- ☐ The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government;
- ☐ The proposed ordinance is an emergency ordinance;
- ☐ The proposed ordinance relates to procurement; or
- ☒ The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or
 - d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

¹ See Section 166.041(4)(c), Florida Statutes.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The proposed ordinance (2023-17) is an PCD amendment to the Nova Depot Plan Master Development Agreement (MDA) is to add a motor vehicle service center as an allowed use on Lot 2A in the PCD. Lot 2A of the Nova Depot PCD is located on the west side of Nova Road, south of Samms Avenue. The ordinance will not impact public health, safety, and welfare. Any development on Lot 2A must meet the standard commercial site requirements (landscape buffers, screening, tree preservation, architecture, traffic concurrency, drainage and other infrastructure, parking, etc.) of the City's Land Development Code and the Nova Depot MDA

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur:

No direct compliance cost to businesses are estimated by Ordinance 2023-17

(b) Any new charge or fee imposed by the proposed ordinance or for which businesses will be financially responsible:

No new charges or fees to businesses or for which businesses will be financially responsible are estimated by Ordinance 2023-17

(c) An estimate of the City's regulatory costs, including estimated revenues from any new charges or fees to cover such costs:

No new regulatory cost, including revenues from any new charges or fees to cover such cost to businesses, are estimated by Ordinance 2023-17

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

No businesses are estimated to be impacted by Ordinance 2023-17

4. Additional information the governing body deems useful² (if any):

N/A

² You may wish to include in this section the methodology or data used to prepare the Business Impact Estimate. For example: City staff solicited comments from businesses in the City as to the potential impact of the proposed ordinance by contacting the local Chamber of Commerce, social media posting, direct mail or direct email, posting on City website, public workshop, etc. You may also wish to include efforts made to reduce the potential fiscal impact on businesses. You may also wish to state here that the proposed ordinance is a generally applicable ordinance that applies to all persons similarly situated (individuals as well as businesses) and, therefore, the proposed ordinance does not affect only businesses.